Purchase Agreement

relating to **lot 213 - 53 Warminster Road, Norwood Junction, London, SE25 4DQ**

This agreement for sale is made the 2nd day of February 2024

The **seller**

Brymore No1 Ltd

The **buyer**

Londonist International Management Ltd
5 Great James Street
London
WC1N 3DB

The **auction** the Allsop LLP online auction on

14 February 2024

The **lot**

lot 213 - 53 Warminster Road, Norwood Junction, London, SE25 4DQ

The **purchase price** (excluding any VAT)

£1,900,000

The **deposit**

£190,000

The **buyer's solicitors**

Bahar Meryem Gundogdu
Regency Solicitors
46 Highbridge Street
Waltham Abbey
Essex
EN9 1BS
bahar@regencysolicitors.com

Definitions and interpretation

In this agreement:

1. the expressions shown in bold type that are set out in the above section of this agreement have the meanings assigned to them in the above section;
2. The expressions set out below in bold type have the meanings assigned to them as follows:

Addendum	any amendment or addition to the **auction pack** or to the **particulars** for the **lot** as set out in the document headed "Addendum" which was made available on the **lot page** and a copy of which is annexed to this agreement
Auctioneers	Allsop LLP of 33 Wigmore Street, London W1U 1BZ
Auction pack	the documents (including the **conditions of sale**) and information prepared by or on behalf of the **seller** in relation to the **lot** and made available on the **lot page,** in the form that existed either immediately prior to the commencement of the **auction** or, if earlier, on the date of this agreement
Auctioneer terms	the terms and conditions set out in the document entitled "Terms and Conditions for Solely Online Auctions" as published by the **auctioneers** from time to time on their website
Completion date	the date specified for completion of the transaction described in this agreement, as determined in accordance with the **conditions of sale**
Conditions of sale	the relevant contractual conditions of sale applicable to the **lot** as set out or referred to in the **auction pack.** For the avoidance of doubt,

	they include the auction conduct conditions set out in Part Four of the **auctioneer terms**, all and any general and special conditions of sale applicable to the **lot** and the **addendum**
Lot page	the page or pages on the **auctioneer's** website relating to the **lot** at which documents and other information relating to the **lot,** including the **auction pack,** are made available
Particulars	the details prepared by the **auctioneers** that contain a description of the **lot**

3. Where relevant to the transaction to which this agreement relates, reference in this agreement to a successful bid for the **lot** shall be construed as meaning an offer to buy the **lot** either prior to or following the **auction,** which has been accepted by the **auctioneers** on behalf of the **seller**.

Background

1. Subject to and in accordance with the **auctioneer terms**, the **buyer** has successfully bid for the **lot** in the **auction** that the **auctioneers** have conducted on behalf of the **seller** immediately prior to the dating of this agreement.
2. The **buyer** and **seller** intend that a legally binding agreement for the sale and purchase of the **lot** will have arisen on acceptance by the **auctioneers** (on behalf of the **seller**) of the bid for the **lot** that was made by or on behalf of the **buyer**.
3. Notwithstanding paragraph 2 above, the **buyer** and the **seller** wish to confirm and record in a written form the terms and conditions on which the **buyer** will purchase and the **seller** will sell the **lot**.

This agreement has been signed on the date appearing at the top of page 1 of this agreement.

Effect of agreement

Insofar as this agreement is inconsistent with any previous agreement between the **seller** and the **buyer** in relation to the sale and purchase of the **lot**, this agreement will prevail.

Sale of the **lot**

The **seller** will sell and the **buyer** will buy the **lot** for the **purchase price**, subject to and in accordance with the **conditions of sale** for the **lot**.

The sale and purchase of the **lot** will be completed on the **completion date**, subject to and in accordance with the **conditions of sale**.

Representations and entire contract

The **buyer** acknowledges and agrees:

(i) that the **buyer** does not enter into this agreement in reliance upon any representation or warranty whether written, oral or implied made by or on behalf of the **seller** other than as contained in the **auction pack** for the **lot** and in written information provided by the **seller's** solicitors to the **buyer's solicitors**;

(ii) that the **particulars** relating to the **lot** do not form part of this agreement and that neither the **seller** nor the **auctioneers** warrant that the measurements and description contained in them of the **lot** are accurate.

Auctioneers' authority to sign agreement

The **seller** irrevocably warrants and agrees that the **auctioneers** are authorised to sign this agreement on its behalf (including, at the **auctioneers**' option, by means of a digital signature) and to

insert details of the **lot** for which the **buyer** has successfully bid and the **purchase price** at which the **buyer** has successfully bid.

The **buyer** irrevocably warrants and agrees that the **auctioneers** are authorised to sign this agreement on its behalf (including, at the **auctioneers**' option, by means of a digital signature) and to insert details of the **lot** for which the **buyer** has successfully bid and the **purchase price** at which the **buyer** has successfully bid.

Proper law

This agreement shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English Courts.

The **seller/buyer** each irrevocably authorise and appoint the **seller's** solicitors/**buyer's solicitors** (as appropriate) (or such other firm resident in England or Wales as it may from time to time by written notice to the **seller/buyer** substitute) to accept service of all legal process arising out or connected with this agreement and service on the **seller's** solicitors/**buyer's solicitors** (or such substitute) shall be deemed to be service on the **seller/buyer**.

Signed by **Allsop LLP**)
for and on behalf of **the seller**)

Signed by **Allsop LLP**)
for and on behalf of **the buyer**)

ADDENDUM - ALLSOP LLP

AUCTION TO BE HELD
ON 14/02/2024
LIVE STREAM

Please Note In Relation To All Lots

The following general addendum applies to each and every Lot in the auction:
The auction is subject to and in accordance with the Auctioneer Terms as published on the Allsop LLP auction website.
Some Special Conditions of Sale detail extra costs payable in addition to the purchase price and the Buyers' Fee. Please check the Special Conditions of Sale carefully for any such costs.
The Particulars may change at any time prior to the Auction. Where there are changes, we will use reasonable endeavours to highlight them in the Addendum. It is your responsibility to check you have seen the correct version of the Particulars on the website and have read the Addendum for the Lot, prior to bidding.
Reference in special conditions of sale to documents being annexed or attached to those special conditions shall be construed as meaning either, that such documents are in fact annexed or attached, or that they are available in the legal pack for the Lot.
Where a video tour has been provided in the online Particulars of Sale, this is intended to assist buyers by giving a general impression of the layout of the property. It is not intended to specifically include or omit any particular part of the property and is not to be relied upon as a formal record of condition of the property. For the avoidance of doubt, neither the Seller nor the Auctioneers will have any liability in the event that there is a defect existing at the property, which would be visible on a physical inspection, but is not shown on the video tour.
Unless you obtain prior consent (for which a charge might be made) changes to the Buyer named in your application to bid in the auction cannot be made. The Lot can only be transferred to the Buyer named in your application and purchase agreement.
Amendments to the Particulars of Sale and Conditions of Sale detailed in both the General and any Lot-specific addenda shall be deemed to be part of the said Particulars and Conditions of Sale and if in conflict shall prevail.

The following amendments to the Particulars of Sale and Conditions of Sale shall be deemed to be part of the said Particulars and Conditions of Sale and if in conflict shall prevail.

Lot No. 213 - 53 Warminster Road, Norwood Junction, London, SE25 4DQ