

### Off Market Sales Terms For Buyer

This Agreement is made between the Buyer(s) herein referred to as "the Buyer" and Dwell Leeds Ltd herein referred to as "The Agent". The Seller herein referred to as "The Seller" refers to the person(s) legally entitled to sell the property.

The aim of this document is to set out clearly and concisely the extent of the service, and the associated fees, of the Agent.

This document constitutes a formally binding contract, and if you are unsure about your legal obligations you are advised to seek independent legal advice before signing. These Terms may be used for one or any number of properties sold by the Agent on behalf of The Seller.

The Agent will carry out the following on behalf of the Buyer:

- Use relevant Property particulars which may include descriptions, photographs, floorplans, and EPC to produce an advert including relevant financial information in order for the Buyer to make informed investment decisions. The Agent will confirm these particulars with the Seller in advance of marketing to Buyers. The Seller remains responsible for supplying the correct information to the Agent at all times.
- Estimate current, possible, and likely yields and ROI for the Buyer.
- Estimate any other key performance indicators of the Property.
- Comment on the local area, demographic, tenant demand, and estimated capital growth for the Property
- Comment as far as the possible on planning permission and building regulations, where this information is available.
- Estimate likely costs associated with buying, letting, refurbishing, or selling of the Property
- Provide a Project Management and refurbishment service behalf of the Buyer upon request. See separate terms of business for this service.
- Carry out accompanied viewings at the Property
- Liaise with all relevant 3<sup>rd</sup> parties involved in the sale including Solicitors, Mortgage Brokers, and Surveyors in order to progress the sale.

It is agreed that:

- The Seller is liable for the accuracy of all Property information provided to the Agent as well as any misrepresentation, omission, or discrepancy in the information given or verified by the Seller.
- The Agent will not be held liable for any discrepancies with regard to estimated market rent, Property capital value, yields, cash flow, profits, or returns on investment, against actual achieved values. The Buyer is responsible for their own due diligence and accepts full responsibility for the outcome of the investments they make.
- The Buyer understands the requirements for planning permission, including change of use, where required and remains responsible of obtaining any necessary planning permission.
- The Buyer understands that the Agent is not an expert in planning or building control regulations, and the Buyer should seek their own advice by professionals that are experts in these areas, where required.
- The Agent is a member of PRS Ombudsman services
- The Buyer will give the necessary authorisation for the Agent to deal with the Buyer's Agents or Solicitors during the conveyance for the purposes of Sales Progression.
- Where the Agent refers either the Seller or the Buyer to a third party such as a Solicitor to deal with the conveyance of the Property, the Agent reserves the right to charge a commission to the third party for the referral
- There is a minimum 12 month tie in period for the Agent to supply the Buyer with the ongoing management of the property. The Agent will supply the Buyer with a full scale of service and charges within a reasonable timeframe.



#### FEES

Buyer's Fee: 2.5%+vat of purchase price.	
Due within 7 days of exchange of contracts.	
Buyer Name:	
Buyer Address	
Buyer Mobile Number:	
Buyer Email Address:	-
Property (purchase) address:	
Signed Buyer	
Date –	
Signed (on behalf of Dwell Leeds Ltd)	
Date –	

Signature: \_\_\_\_\_

# Off Market Sales Terms For Buyers\_1.0\_Dwell Leeds Ltd

#### Final Audit Report

2021-10-01

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# "Off Market Sales Terms For Buyers\_1.0\_Dwell Leeds Ltd" Histo

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