

**SALE OF PROPERTY AT BELLE VUE, ST. DAVID, GRENADA  
BY PUBLIC AUCTION  
AT 11A.M. ON THURSDAY THE 27<sup>TH</sup> DAY OF JULY, 2023**  
at the Law Office of Danny Williams & Co on Lucas Street, St. George, Grenada

**CONDITIONS OF SALE:**

**Title of the Property**

1. The Title for the 2 roods and 32 poles (30,472 square feet) of land with building thereon at Belle Vue, St. David, Grenada (the Property) commences with Deed dated the 20<sup>th</sup> day of February 1965 between Alfred Neckles and Others of the One Part and Dennis Mayman Hagley of the Other Part and recorded in the Deeds and Land Registry of Grenada in Liber Z10 at page 418. This Deed and Plan is attached.
2. The Estate of Claude La Guerre owns the Property by virtue of Deed dated the 5<sup>th</sup> day of April 1989 between Dennis H. Hagley of the One Part to Claude H. La Guerre and Alexandrina Vida La Guerre of the Other Part and recorded in the Deeds and Land Registry of Grenada in Liber Y14 at page 652.
3. The Vendors will deliver the originals of these two aforementioned Deeds to the Purchaser on closing of the sale of the Property.
4. The Title shall be deemed to be accepted by the Purchaser subject to any such requisitions and objections as shall be delivered in writing to the Vendors' Attorney Danny Williams and Co. at Lucas Street, St. George's on or before the 27<sup>th</sup> day of September, 2023. Time in this respect is of the essence of the contract.
5. Pursuant to clause 4 hereof, if the Purchaser shall insist upon any requisition or objection with which the Vendor may be unable or unwilling to comply and shall not within 7 days after being called to do so withdraw or waive the same, the Vendors may by notice in writing to the Purchaser rescind the Agreement and return the Deposit, but the Purchaser shall not be entitled to any further payment by way of interest compensation costs or otherwise.

**Reserved Price**

6. **The Reserved Price of the Property is EC\$446,076.00.**
7. The Property is offered for sale subject to the reserved price of EC\$446,076.00. The highest approved bidder shall be the Purchaser. All disputes as to bidding shall be determined by the Auctioneer (either by or without putting the property up for auction again) and the Auctioneer may refuse any bid.
8. All announcements made on the day of the auction will take precedence over prior advertising either written or oral.

### **Deposit Required at time of Bid**

9. The person whose bid is accepted for the Property (the Purchaser) will be required to pay 10% (the deposit) of the successful bid (purchase price) immediately at the time the bid is accepted on the **27<sup>th</sup> day of July, 2023** as a non-refundable down payment which will be held in a non-interest bearing account by the law firm of Danny Williams & Co. until closing of the sale.
10. On payment of the deposit the Purchaser shall sign a Sale Agreement in the terms set out hereto in this "Conditions of Sale"

### **Closing Date**

11. The **balance of the purchase price** is to be paid by the Purchaser on or before **Wednesday the 27<sup>th</sup> day of October, 2023, at 12 noon** unless another date is mutually agreed between the parties.
12. If the Purchaser fails to pay the balance of the purchase price as agreed this will result in the deposit being forfeited.

### **Bidding Not Subject to Contingencies**

13. The bidding is NOT subject to any contingencies, including but not limited to financing, an appraisal or inspection of the property.

### **The Property is being sold on an "as is, where is" basis**

14. The information in any advertisements or statement is believed to be accurate; however; no liability for its accuracy, errors or omissions is assumed.
15. Interested Purchasers shall do their own independent investigation of the Property **before** the auction, as Property is being sold on an "as is, where is" basis. The owners, sellers, auctioneers make no representation or warranty as to any matter affecting or relating to the Property including but not limited to the existing rights of way and easements, the physical condition and the boundaries of the Property.
16. The sale shall not be annulled by reason of any error omission or misdescription in the particulars of the Property sold whether as to quantities or in other respects nor shall any compensation be claimed by the Purchaser.
17. The Purchaser shall admit the identity of the Property purchased with that described in the muniments offered as the title thereto and the Vendors/the Estate of Claude La Guerre shall not be required to account for any discrepancies in the descriptions.

### **Vacant Possessions**

18. Vacant possession of the Property will be given at the time of closing of the sale.

### **Purchaser's Deed**

19. The Purchaser will present the Purchaser's Deed to the law firm of Danny Williams & Co on or before the **27<sup>th</sup>** day of **September, 2023** to procure execution by the Vendors in preparation for the closing date of the sale of the **27<sup>th</sup>** day of **October, 2023**.

### **Source of Funds Required**

20. The Purchaser will provide source of funds information to the law firm of Danny Williams & Co to satisfy the Bank as to the source of the funds of the purchase price.

### **Forfeiture of Deposit**

21. If the Purchaser shall in any respect fail to comply with these conditions the deposit may be forfeited and the property resold by auction or private contract and any deficiency in price resulting on, and all expenses and loss (if any) attending any resale or attempted resale shall be recoverable as liquidated damages from the defaulting Purchaser, credit being given for the amount of the deposit and any increase in price on a resale shall belong to the Vendors.

### **The Headings for Reference Only**

22. The headings of the clauses of this "Conditions of Sale" are inserted for ease of reference only and shall not affect the construction of the clauses.