

DATED

1 February

2018

MR OMAR ALI AHMAD

- and -

MR MINDAUGAS SENULIS

AGREEMENT FOR SALE OF BUSINESS

- in relation to -

**POLSKA CHATA
50 Market Place
Wisbech
PE13 2QA**

THIS AGREEMENT is made this 1st day of February Two Thousand and Eighteen

BETWEEN:-

- (1) **OMAR ALI AHMAD** of 9 Railway Road, Wisbech Peterborough PE13 2QA ("the Seller")
and
- (2) **MINDAUGAS SENULIS** of 9 Church View, Orane Grove, Wisbech, PE13 1LY ("the Buyer")

WHEREAS:-

- (1) The Seller currently carries on the business known as "Polska Chata" trading as a convenience store
- (2) The parties have agreed for the sale of the business and such assets (as defined below) by the Seller and the acquisition of the same by the Buyers upon the terms and conditions set out in this Agreement

NOW IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement:-

- | | |
|---------------------|---|
| "the Assets " | means the fixtures and fittings the goodwill and the stock |
| "the Business" | means the Sellers' business for a convenience store carried on by the Seller on the Completion Date |
| "the Business Name" | means the name "Polska Chata" |
| "the Consideration" | means the consideration specified in clause 4 |
| "the Creditors" | means the aggregate amount owed by |

the Sellers in connection with the Business or in respect of trade creditors as recorded in the books of account of the Business as at the Completion Date but not including liabilities for Value Added Tax or taxation on profits or chargeable gains

"Encumbrances"

means all charges lien mortgages equities pledges hypothecations and adverse pre-emptive and Third Party Rights and obligations and without limitation, all other adverse rights, title and interest and restrictions

"Fixtures and Fittings"

means the Sellers' fixtures fittings and equipment included in the Sale of the Business as listed in Schedule 2

"the Goodwill"

means the goodwill of the Business and the exclusive right to carry on the Business in succession to the Sellers

"the Property"

means the Leasehold Property known as 50 Market Place, Wisbech, PE13 2QA

"the Records"

means all records including but without limitation files, accounts, books, lists, plans, blue prints and documents (whether in paper or electronic form) the Seller in connection with the Business

"the Regulations"

means the Transfer of undertakings (Protection of Employment) Regulations as amended from time to time

"the Standard Conditions"

means the Standard Commercial Property Conditions (3rd Edition) and

Standard Conditions shall mean any one of them

“the Stock”

means the Stock of the Business situated at the Property on the Completion Date

- 1.2 Reference to any statute or statutory provisions including reference to:
 - 1.2.1 any statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and
 - 1.2.2 all statutory instruments or orders made pursuant to it
- 1.3 Wording denoting the singular number only shall include the plural vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and incorporations and vice versa
- 1.4 Unless the context otherwise requires reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be) of or to this Agreement
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement

2. SALE AND PURCHASE

- 2.1 In consideration of the Consideration the Sellers shall sell with full title guarantee and the Buyers shall purchase on and with effect from the Completion Date free from all Encumbrances the Business as a going concern together with :-
 - 2.1.1 the lease of the premises at 50 Market Place, Wisbech, PE13 2QA
 - 2.1.2 the goodwill, including the Business Name
 - 2.1.3 the Fixtures and Fittings
 - 2.1.4 the Stock
- 2.2 The Sellers shall use all reasonable endeavours to ensure that the Buyers obtain the full benefit and enjoyment of the Goodwill and without prejudice to the generality of the foregoing shall recommend customers of and suppliers to the Business to deal with the Buyers

2.3 UNTIL the date of actual completion of the sale the Sellers will continue to carry on the business in the ordinary course at the premises for his own benefit and all profits and receipts on all losses and outgoings shall belong to and be paid and discharged by the Sellers and from and after that date all profits and receipts and all losses and outgoings shall belong to and be paid by the Buyers. The Sellers may at the Sellers' option during the interval (if any) between the Completion Date and the date of actual completion carry on the business for the benefit of and at the risk of the Buyers charging the Buyers with all outgoings during that period in respect of the premises and the business all outgoings shall be apportioned for the purpose of this clause

3. EXCLUDED ITEMS

3.1 The Sellers shall retain at the entire risk thereof as against the Buyers and there are excluded from the sale and purchase under this Agreement:-

3.1.1 cash in hand and at bank

3.1.2 the Liabilities

3.1.3 the Creditors

4. CONSIDERATION AND TAX

4.1 The Consideration for the Business and the Assets shall be the sum of £3,000.00 (THREE THOUSAND POUNDS) which shall be apportioned as follows:-

4.1.1 for the Goodwill - £1.00

4.1.2 for the Fixtures and Fittings - £2000.00

4.1.3 for the Stock - £999.00

4.2 The Consideration shall be paid on the Completion Date

4.3 The Buyers shall not be entitled to delay completion of the purchase on the grounds that the valuation of the Stock shall not have been settled

5. RISK AND INSURANCE

- 5.1 Standard Conditions 7.1.2 (other than sub –clause (g)) and 7.1.3 apply to this Agreement

6. THE BUSINESS NAME

- 6.1 The Seller agrees with the Buyers that the Seller will not before the expiry of the period of 2 years from the date of actual completion of the sale either alone or in partnership with any other person or persons or as a servant or agent for any person firm or company or otherwise directly or indirectly carry on or be in any way engaged concerned or interested in the business of within a radius of 1 mile of the Property and if the Buyer so requires the Seller will at the cost of the Buyers either on or subsequent to completion execute and deliver to the Buyers an Assignment of the goodwill containing a covenant by the Sellers in the terms of this clause

7. COMPLETION

- 7.1 Completion of the sale and purchase hereunder shall be completed on the Completion Date when all the matters set out in this clause 9 and in clause 4 shall be effected

7.2 The Seller shall

7.2.1 Execute and deliver to the Buyers the assignment of the leasehold property or the grant of a new lease from the Landlord, the assignment of the goodwill in the business and a receipt for the fixtures and fittings

7.2.2 deliver to the Buyer at the Property such of the Assets as are capable of being transferred by delivery

7.2.3. deliver to the Buyer all records relating to the Business referred to in Section 49 of the Value Added Tax Act 1994

8. CREDITORS, LIABILITIES AND APPORTIONMENTS

8.1 The Seller agrees to remain solely responsible for all the Liabilities (save as otherwise expressly provided in this Agreement) and undertakes to discharge the Creditors and to indemnify the Buyers fully at all times from and against any and all claims, actions, proceedings, demands, liabilities, costs and expenses in connection with any of the Liabilities or the Creditors and the Buyers from the Completion Date undertakes to discharge and to indemnify the Sellers fully at all times from and against any and all claims, actions, proceedings, demands, liabilities, costs and expenses in connection with the Business

8.2 All rents rates water electricity telephone charges salaries emoluments and other outgoings of a periodic nature which are chargeable by reference to a period commencing before the Completion Date and ending after the Completion Date shall be apportioned on a time basis and those outgoings referable to the period ended on the Completion Date shall be borne by the Seller and those outgoings referable to the period commencing on the date following the Completion Date shall be borne by the Buyers

9. ACKNOWLEDGEMENT OF CONDITION

The Buyers acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyers have formed their own view as to the condition of the Property and the suitability of the Property for the Buyers' purposes

10. RECORDS

- 10.1 The Buyers shall be entitled to inspect the Seller's account books after making a prior appointment and the Seller will supply to the Buyers copies of all relevant Records
- 10.2 The Buyers shall maintain and retain complete and in good and proper order and condition all VAT records together with all supporting documentation relating to the Business received by the Buyers for all periods as are required by law and shall allow the Seller and its professional advisers reasonable access to such Records and documentation at all reasonable times and upon reasonable notice and the Sellers will not make any request to the Commissioners of Customs and Excise for a direction that such Records be preserved by the Sellers
- 10.3 The Buyers shall indemnify and keep indemnified the Seller against any and all losses, costs, claims and liabilities arising directly or indirectly out of their use and occupation of the Property and or the conduct of the Business by them prior to the Completion Date or arising directly or indirectly in consequence of the breach, non-observance or non-performance of their several agreements and obligations herein contained

11. STANDARD CONDITIONS

- 11.1 The Standard Conditions are incorporated in this Agreement so far as they :-
- (a) apply to a sale by private treaty;
 - (b) relate to leasehold property;
 - (c) are not inconsistent with the clauses in this Agreement; and
 - (d) have not been modified by the other clauses in this Agreement
- 11.2 The Contract Rate as defined in Standard Condition 1.1.1(e) shall be 4% per annum above the base rate for the time being of NatWest Bank Plc
- 11.3 Standard Condition 1.1.2 is amended so as to read "when used in these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002"

11.4 The Sellers shall procure that the policy of buildings insurance effected by the Sellers in relation to the Property shall continue in force after the date of this Agreement in accordance with the Landlord's obligations under the Lease

11.5 In the event of notice under Standard Condition 8.8 (as varied by this Agreement) being served on the Buyer shall be and become liable to pay and indemnify the Sellers and its solicitors for legal costs (on the solicitors and client basis) of the incidental to the preparation and service of the said notice and any additional work such costs being Two Hundred and Fifty Pounds (£250.00) plus VAT and such sum shall be payable on the Completion Date with the balance of the purchase price interest and all other sums due to the Sellers

12. VALUE ADDED TAX

12.1 The parties shall use all reasonable endeavours to procure that the sale of the Business is deemed to be a transfer of a business as a going concern for the purposes of the Value Added Tax Act 1994 Section 49 and Schedule 4 paragraph 8(1)(a)

12.2 In the event that the transaction is not deemed to be a transfer of a going concern the Buyer shall indemnify the Sellers in respect of any liability to pay VAT in respect of the transaction

12.3 The Buyer warrants that prior to entering into this Agreement it has registered for the purposes of VAT and prior to the Completion Date shall have served notice on HM Customs and Excise of its intention to waive the exemption to charge VAT

13. ENFORCEABILITY OF PROVISIONS

13.1 If any of the provisions of this Agreement are found by a Court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order

to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

- 13.2 The provisions of this Agreement shall remain in full force and effect insofar as they remain to be observed and performed notwithstanding completion of the sale and purchase

14. ENTIRE AGREEMENT

- 14.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between them relating to the subject matter of this Agreement

- 14.2 The Buyer acknowledges and agrees that in entering into this Agreement, it does not rely on and shall have no remedy in respect of any statement representation warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this contract or not) other than as expressly set out in this contract or in any written replies which the Sellers' Solicitors have given to any enquiries raised by the Buyer's Solicitors before the date of this contract. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud

15. JOINT AND SEVERAL LIABILITY

Where the Buyer is more than one person, the Sellers may release or compromise the liability of any of those persons under this contract or grant time or other indulgence without affecting the liability of any other of them

16. NOTICES

- 16.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it and must be served by delivering it personally or sending it by pre-paid first class post, or recorded delivery to the address and for the attention of the relevant party as follows :
- (a) to the Seller - at his home address

(b) To the Buyer - at his home address

16.2 Any such notice will be deemed to have been received:

(a) if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day

(b) in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second working day after posting

16.3 In proving service, it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a pre-paid first class, or recorded delivery letter or registered letter, as the case may be

16.4 A notice given under this Agreement shall not be validly served if sent by fax or e-mail

16.5 This Clause replaces Condition 1.3

17. **LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales

18. **RIGHTS OF THIRD PARTIES**

The parties hereby agree and declare that no person other than a party to this Agreement may enforce any provisions of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999

19. **CONFIDENTIALITY**

The financial terms of this Agreement shall be confidential to the parties both before and after completion and neither party shall make or permit or suffer the making of any announcement of publication of such terms

(either in whole or in part) nor any comment or statement relating thereto without the prior written consent of the other (which consent shall not be unreasonably withheld or delayed)

AS WITNESS the hands of the parties hereto

SCHEDULE 1

Matters Affecting the Property

- (a) any matters contained or referred to in the lease referred to above and other ancillary documentation referred to therein
- (b) any matters discoverable by inspection of the Property before the date of this contract
- (c) any matters which the Sellers do not and could not reasonably know about
- (d) any matters, other than the Charges disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract
- (e) public requirements
- (f) any matters which are, or unregistered interest which override dispositions under Schedule 3 to the Land Registration Act 2002; and
- (g) the covenants, conditions and other notices contained or referred to in the Lease and every document varying or supplemental or collateral to it

SCHEDULE 2

Fixtures and Fittings

As situate at the business premises at the date of completion.

**SIGNED AS A DEED by
OMAR ALI AHMAD**
In the presence of:-

**SIGNED AS A DEED by
MINDAUGAS SENULIS**
in the presence of:-

SUPPLEMENTARY EVIDENCE PRODUCED BY TRADING STANDARDS

Supplementary information by Kirsty Draycott of Cambridgeshire and Peterborough Trading Standards Service to the licence review of Polska Chata (Little Europe) (PL number PLA417) dated the 5th February 2019 submitted by Kirsty Draycott of Cambridgeshire and Peterborough Trading Standards Service.

On the 8th February 2019 at 09:17 hours I received a telephone call from mobile number 07857259246 from a male claiming to be a friend of Mr Omar Ali Ahmed who is the Premises Licence Holder. Mr Ahmed has received the licence review paperwork that I sent to him. The friend said that Mr Ahmed is no longer involved in that shop, he sold it some time ago. I advised him that Mr Ahmed should speak to a solicitor about this.