

Lot

SPECIAL CONDITIONS

Land between Welcomes Road and Kenley Lane, Kenley, Surrey

- 1 The Seller's Solicitors are Carr & Co. of Chaucer House 4-6 Upper Marlborough Road, St Albans, Herts, AL1 3UR; telephone: 01727 858413; email: russell@carr-co.net
- 2 The Property is Freehold.
- 3 The Property forms part of the land presently registered at H.M. Land Registry with Absolute Title under Title Number SGL272439.
- 4 The sale is with vacant possession on completion.
- 5 The Property is sold subject to matters referred to in the Transfer annexed hereto and in the Charges Register Title Number SGL272439 so far as they relate to or affect the Property. Office copies of the said Title have been available for inspection at the offices of the Auctioneers prior to the date of the auction and the Purchaser shall be deemed to purchase with full knowledge of the sale matters and shall raise no requisition or objection in respect thereof.
- 6 The Transfer to the Purchaser shall be in the form of the draft annexed hereto and shall be executed in duplicate and the Purchaser shall on completion pay the sum of £75.00 plus VAT towards the Seller's Solicitors' costs in producing the engrossment of the Transfer. The Purchaser shall procure the stamping and denoting of the duplicate Transfer after completion and shall deliver the same to the Seller's Solicitors within 28 days of completion.
- 7 The Seller gives no warranty of the access roads or the layout of the Property, that it will be as shown on the plan annexed to the Transfer and no warranty or guarantee is given that planning consent for any development of the Property will be granted at any time. No warranty is given as to the acreage of the Property and prospective Purchasers are advised to satisfy themselves as to the exact extent of the Property to be sold.
- 8 The particulars of the Lot do not form part of any offer or contract between the Purchaser and the Seller in respect of the sale of the Property and any error, omission or misstatement found in the particulars of the Lot shall not annul the sale or entitle the Purchaser to any compensation. All references to "the particulars" in the general conditions shall not be taken into account in the construction of the general conditions.
- 9 The Standard Conditions are amended as follows:
 - 9.1 Condition 2.2.2 shall be deleted and there shall be substituted "Any deposit taken shall be held by the auctioneer as agent for the seller."

9.2 Condition 3.1.2 is amended by the addition at the end of the following “(f) overriding interests”;

9.3 Condition 3.4 is excluded;

9.4 Condition 6.1.2 is amended so that 1.00pm is substituted for 2.00pm.

- 10 The Purchaser shall pay a deposit of 10% of the purchase price or the sum of £5100 whichever is the greater sum. In the event that less than the said deposit is accepted at the auction or on exchange, then the balance will be payable to the Seller’s Solicitors within seven days of the date of this Agreement, failing which, the Seller shall have the same remedies as under the General Conditions of Sale in the event of the instrument of payment of the deposit being dishonoured.
- 11 If either party fails to complete on the Completion Date the defaulting party shall pay to the willing party the sum of £125 (plus VAT) towards the legal costs in respect of advice given to the willing party by the willing party’s solicitors and for the preparation and service of any notice to complete pursuant to Condition 7 in addition to all other penalties payable under Condition 7.
- 12 The Purchaser warrants that any cheque or cheques tendered by him by way of deposit will be met upon first presentation and the drawer expressly waives the right to notices of dishonour notwithstanding that the cheque or cheques may be represented.
- 13 If the cheque given for the payment of the deposit is dishonoured in presentation or is not met when first presented or if the successful bidder fails to pay such deposit, the Seller shall be entitled (but shall not be bound) to treat such dishonour or failure as a repudiation of the Contract and to rescind the Contract but without prejudice to the Seller’s right to claim payment of this deposit against the successful bidder and/or damages for repudiation of the Contract.