



SPECIAL CONDITIONS

Relating to:

Plot 66B2 Hillside, Broadwas, Worcester, WR6 5NL

Lei Dat and Baig Solicitors

56-58 Renshaw St

Liverpool

L1 4EN

SPECIAL CONDITIONS

1. In the event of any conflict between the General Conditions and these Special Conditions then these Special Conditions shall prevail
2. The "Seller's Solicitors" are Lei Dat and Baig Solicitors Ltd (Ref: CH.192.NB/ZM)
3. The "Property" is Plot 66B2 Hillside, Broadwas, Worcester, WR6 5NL
4. The Property is Freehold and is registered at the Land Registry under title number WR84976
5. The "Seller" is [REDACTED]
6. The Property is sold with Full Title Guarantee
7. The "General Conditions" means the Common Auction Conditions (4th Edition 2018) and any Extra General Conditions and a reference in those conditions to "General Condition" means the respective condition in the General Conditions
8. The "Extra General Conditions" means the Auctioneers' extra general conditions of sale contained or referred to in the General Conditions the auction catalogue in which the Property is included any addendum thereto or otherwise notified by the Auctioneers to prospective buyers of the Property and a reference in these conditions to an "Extra General Condition" means the respective condition in the Extra General Conditions
9. The "Special Conditions" means the conditions set out herein
10. The "Buyer" means the buyer specified in the Auctioneers' memorandum of sale
11. The title to the Property being available for inspection at the Auctioneers' offices prior to the Auction the Buyer shall be deemed to have full knowledge thereof
12. The "Auctioneers" are Brave Heart Auctions
13.
 - (a) In the event that due to the Buyer's failure to complete on the Agreed Completion Date the Seller's Solicitors serve a notice to complete under General

Condition G7.1 the Buyer shall pay on completion (in addition to the balance of the purchase monies and any other sums due to the Seller together with interest thereon) the sum of £500.00 plus VAT towards the Seller's legal costs of and incidental to the preparation and service of the said notice and re-calculation of the amount payable on completion

(b) Common Auction Condition G7.1 is varied (if appropriate) to reflect that completion must take place within 10 business days from Notice to Complete being served (excluding the date on which the Notice is given)

(c) A notice to complete under General Condition G7.1 may be issued electronically by email to either the Buyer, their legal representative, agent or solicitor and is to be treated as received when sent but if sent after 17:00 on a Business Day the communication is to be treated as received on the next Business Day.

14. The Buyer shall pay to the Seller by way of reimbursement on the Agreed Completion Date the amount (if any) which the Seller has incurred or will incur in obtaining the following relating to the Property whether or not the Buyer has itself incurred costs in relation to such matters:
- a. Official Copy entries and official plan and any other title documents;
and
 - b. The Seller's Legal Costs in the sum of £750.00 plus VAT (incorporating possible payments to third parties);
 - c. Bank Transfer Admin Charge (£48 inc VAT) per transfer
 - d. 100% of the Sellers auctioneers fees

No invoices for the above will be provided.

15. Completion of the sale and purchase of the Property the subject of this Agreement shall not be deemed to have taken place until the Buyer has paid to the Seller all monies due under this Agreement and the terms and conditions of this Agreement shall not be divisible but be deemed to be one entire Agreement

16. The Property is sold with vacant possession
- a) There may be furniture, fittings or effects remaining in the property in which case the Buyer shall not be entitled to require the removal of such items or delay completion on the grounds that the existence of such items does not constitute vacant possession.

17. If the Buyer requires an indemnity insurance policy it is the Buyer's responsibility to obtain it and pay all the costs for the same. The Buyer shall be deemed to purchase

with full notice of this condition and shall raise no objection or requisition in respect thereof nor delay or fail to complete by virtue of the absence of an indemnity insurance policy

18.

- a) With effect from the date of this Agreement the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property and General Condition G3 shall not apply
- b) No damage to or destruction of the Property nor any deterioration in its condition however caused will entitle the Buyer either to any reduction of the Price or to refuse to complete or to delay completion

19. The Buyer will be deemed to have established and to have satisfied itself in all respects as to the past and present permitted use of the Property and each and every part thereof and all other relevant information on planning and related matters and shall be deemed to purchase with full knowledge thereof and shall raise no objection or requisition with regard thereto

20. In the Transfer the Buyer will covenant in favour of the Seller to observe and perform the agreements restrictions covenants and conditions (save for financial charges) contained or referred to in the property and charges registers relating to the Property at the Land Registry insofar as they are subsisting and capable of taking effect and to indemnify the Seller against any breach non-performance or non-observance thereof

21.

- a) The Buyer's solicitors will provide to the Seller's Solicitors a draft Transfer Deed for approval within 7 days of the date of exchange of contracts. If it is not received within the said 7 days then the Seller's Solicitors will draft the Transfer Deed in line with the auction contract and the Buyer will pay the sum of £225 plus VAT as an engrossment fee on completion in addition to the purchase price. If any amendment to the parties to the Transfer Deed is required, then a further engrossment fee of £225 plus VAT will be payable on completion in addition to the original fee.
- b) In the event that the Transfer Deed is not signed and made available by the Seller on the Agreed Completion Date or the Seller is unable to complete for any other reason on the Agreed Completion Date, the Buyer will not be able to rescind the Contract pending the Seller being in a position to complete for a period of 2 months from the Agreed Completion Date and it is hereby agreed that the Buyer may not require completion until the Seller's Solicitor is in possession of a duly signed Transfer Deed to the Buyer, provided always that the Buyer may rescind the Contract if the Seller's Solicitor is not in position to complete within 2 months of the Agreed Completion Date whereupon the

Buyer may serve Notice to Complete and thereafter rescind the Contract.

- c) in the event of the death of the Seller prior to the Agreed Completion Date the Buyer will not be able to rescind the Contract pending a Grant of Administration or Grant of Probate being issued to allow for the transfer of the property by the personal representatives of the Seller as the case may be. In such circumstances the Buyer will only be able to serve a Notice to Complete and thereafter rescind the Contract after a period of 6 calendar months following the Agreed Completion Date.
- d) The Buyer agrees to the Transfer Deed being executed electronically

22. All amounts payable under this Agreement are exclusive of VAT unless otherwise stated. If for any reason HM Revenue & Customs require VAT to be accounted for by the Seller on the whole or any part of the purchase price then the VAT chargeable by the Seller to the Buyer shall be paid within two clear working days of delivery of a VAT invoice by the Seller. The Buyer shall indemnify and keep indemnified the Seller against the payment of such VAT and against any penalty and interest charges incurred by the Seller to HM Revenue and Customs in relation to such VAT

23. In light of the decision in the William Sindall PLC v Cambridgeshire County Council it is agreed and declared that replies to any enquiries given on Standard Property Information Forms are given to the best knowledge and belief of the Seller but neither the Seller nor the Seller's Solicitor/Conveyancer have made any further enquiries into such matters (such as but not with limitation conducting a site inspection or making specific enquiries of the statutory utilities) and the replies are therefore given on this basis.

24. The deposit payable under the terms of this Agreement is to be held as agent for the Seller

25. If the Buyer shall require access to the property following exchange of contracts prior to completion the Buyer shall supply full written details for the purpose of which access is required and if the Seller is agreeable to the Buyer having access then prior to access being given the Buyer shall pay to the Sellers' solicitors an additional fee of £250 plus VAT to cover the cost of additional work occasioned thereby

26.

- a) With effect from the date of this Agreement the Property is at the Buyers risk and the Seller is under no obligation to the Buyer to insure the Property
- b) No damage to or destruction of the Property nor any deterioration in its condition however caused will entitle the Buyer either to any reduction of the Price or to refuse to complete or to delay completion
- c) Occupation of any unknown persons including squatters will not authorise the Buyer to refuse to complete or delay completion

27. Completion is scheduled for 14 days from the date of exchange
28. All costs payable by the Buyer pursuant to these Special Conditions are payable on the day of the exchange of Contracts and not on the date of Completion. The Buyer authorises the Sellers Solicitors to deduct such sums from the deposit.
- 29.
- a) The seller shall not be required to provide any management information
 - b) the Sellers shall not be required to provide evidence of the payment of the ground rent or service charges nor supply evidence of buildings insurance cover and the Buyer takes the property subject to any arrears of service charge and/or ground rent
 - c) where the Lease calls for a Licence to Assign and/or Deed of Covenant the same shall be applied for by the Buyer at their expense and the said request of such Licence shall not in any circumstances entitle the Buyer to delay completion.
 - d) If there is a restriction in the proprietorship register to which the Property is sold relating to Lease obligations on transfer, it is the Buyer's responsibility to ensure compliance with this and pay any required fee
30. This Agreement may only be varied in writing (to include agreement by email) by both the parties. If the variation is required by the Buyer, then the Buyer shall be responsible for the Seller's solicitors fees in the sum of £350.00 plus VAT whether or not a formal variation agreement is required.
31. The Buyer (or the Buyer's Solicitor) having been provided with an opportunity of inspecting matters affecting the title to the Property (contained in the legal pack) prior to the date hereof loaded upon on the auctioneers internet site shall be deemed to purchase the Property with full knowledge and notice of the Title and neither the Buyer nor the Buyer's Solicitor shall be entitled to raise any requisition or objection in respect thereof.
32. The Buyer hereby admits that before the date of the Contract of which these Special Conditions form part the Buyer made all the searches, enquiries, and inspections which a prudent buyer would make and that the Buyer purchase the Property subject to anything that the said searches, enquiries and inspections have and did reveal or that would have been revealed to the Buyer and that the Buyer has not relied upon any representation (whether made innocently, negligently or otherwise) written, oral or implied made by or on behalf of the Seller.
33. The Buyer acknowledges that the Seller shall not be providing replies to any enquiries raised by the Buyer or the Buyers solicitors.

34. The Buyer acknowledges that it is their responsibility to request the Special Conditions of Sale.

Signed by Buyer:

Signed by Seller: