

SPECIAL CONDITIONS FOR THE SALE OF

Garage at Fell View, Town Green, Slaggyford, Brampton, CA8 7NS

**INCORPORATING THE COMMON AUCTION CONDITIONS
(Edition Three)**

**Cartmell Shepherd
Main Street
Haltwhistle
Northumberland
NE49 9AB**

PARTICULARS OF SALE

Being freehold land known as Garage at Fell View, Town Green, Slaggyford, Brampton, CA8 7NS registered under title number ND108577

SPECIAL CONDITIONS OF SALE

1. Definitions and Interpretations of these conditions of sale

- 1.1 The Property means the property described in the Particulars of Sale above.
- 1.2 The Seller means **JOHN STOBART** of 5 Wilson Homes, Station Road End, Milton, Brampton, CA8 1HP.
- 1.3 The Auctioneer means Pennine Ways, Westgate Chambers, Haltwhistle, Northumberland, NE49 9AQ.
- 1.4 The Buyer means the person who submits the bid accepted by the Auctioneer.
- 1.5 The Purchase Price means the amount of the successful bid.
- 1.6 The Completion date means the date recorded in the memorandum of sale.
- 1.7 The Interest Rate means 5% above base lending rate from time to time of HSBC Bank plc.
- 1.8 The Common Auction Conditions means the RICS Common Auction Conditions edition (a copy of which is attached to the Auctioneers catalogue).
- 1.9 The Seller's Solicitors means Cartmell Shepherd of Main Street, Haltwhistle, Northumberland, NE49 9AB.
- 1.10 The Buyer's Solicitors means the person or firm named as such in the annexed memorandum.
- 1.11 Where the context so admits the expressions "the Seller" and "the Buyer" include personal representatives of the Seller and Buyer.
- 1.12 Words importing one gender shall be construed as importing any other gender.
- 1.13 Words importing the singular shall be construed as importing the plural and vice versa.

1.14 The clause headings do not form part of these conditions and should not be taken into account in their construction and interpretation.

2. Memorandum

The Buyer shall at the close of sale sign a memorandum in the form annexed to these conditions ("the Memorandum").

3. Deposit

The Common Auction Condition 2.2(b) shall not apply. The deposit shall be held as agent for the seller.

4. Completion

4.1 Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Seller's Solicitor.

4.2 On completion the Buyer shall pay the Seller in addition to the Purchase Price the sum of £90.00 + VAT being the Seller's Solicitor's engrossment fees.

5. Title Guarantee

The Seller sells with full title guarantee.

6. Possession

The Property is sold with vacant possession on completion.

7. Title

The title is registered at HM Land Registry under title number ND108577. The Buyer shall be deemed to purchase with full knowledge of the title in all respects and shall not raise any requisitions or make any objection in relation to the title.

8. Incumbrances

The Property is sold together with the benefit of and subject to the reservations, restrictions, rights, covenants and other matters contained or referred to in the title.

9. Other matters affecting the Property

The Property is sold subject to: -

- 9.1 All local land charges whether registered or not before the date of the auction and all matters capable of registration as local land charges whether not actually so registered.
 - 9.2 All notices served and order demands proposals or requirements made by any local public or other competent authority whether before or after the date of the auction.
 - 9.3 All actual or proposed charges notices orders restrictions agreements conditions contravention's or other matters arising under the enactment's relating to town and country planning.
 - 9.4 All easements quasi-easements rights exceptions and other matters whether or not apparent on inspection or disclosed in any of the documents referred to in these conditions.
 - 9.5 All matters referred to in the register of title for ND108577.
 - 9.6 Any unregistered interest that overrides the disposition effected pursuant to this agreement under section 11(4)(c) or Schedules 1, 3 or 12 Land Registration Act 2002.
10. **Disclaimer**
- 10.1 The Buyer admits that:
 - (a) prior to making his bid he has inspected the Property and purchases it with full knowledge of its actual state and condition and takes the Property as it stands;
 - (b) he bid for the Property solely as a result of his own inspection and on the basis of the terms of these conditions and not in reliance upon any representation of warranty either written or oral or implied made by or on behalf of the Seller.
 - 10.2 The agreement constituted by the Conditions, the Standard Conditions, the Particulars of Sale, and the Memorandum contains the entire agreement between him and the Seller.
 - 10.3 The Buyer shall be deemed:

- (a) to have made all local land charges searches and enquiries of the relevant local and other authorities that a prudent buyer would normally make prior to entering into a contract to purchase real property;
- (b) to have knowledge of all matters that would be disclosed by them; and
- (c) to purchase subject to all those matters.

10.4 The Property is believed and shall be taken to be correctly described and any error omission or mis-statement found in these conditions shall not annul the sale or entitle the Buyer to any compensation.

11. Incorporation of the Common Auction Conditions

The Common Auction Conditions shall apply to these conditions so far as they are applicable to a sale by auction and are not varied by or inconsistent with the terms of these conditions.

12. Merger on Completion

The provisions of these conditions shall not merge on completion of the transfer of the Property to the Buyer so far as they remain to be performed.

MEMORANDUM OF SALE

Property Address: Garage at Fell View, Slaggyford, Brampton, CA8 7NS

Lot No:

The Seller: **John Stobbart** of 5 Station Road End, Milton, Brampton, CA8 1HP

The Buyer:

of

Post Code:

Tel:

The Price: £

It is agreed that the Seller sells and the Buyer buys the property described in the accompanying particulars and conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price: £

Less Deposit £

Balance: £

Dated

Completion date

Signed
Authorised Agent for Seller

As Agents for the Seller we acknowledge receipt of the deposit in the form of:

Dated:

Signed
The Buyer

Purchasers Solicitor:

Post code:

Tel:

Vendors Solicitors: Cartmell Shepherd, Main Street, Haltwhistle, NE49 9AB
Tel: 01434 320362
Ref: CCR/31059-6-1/Stobbart