

**SPECIAL CONDITIONS OF SALE  
SALE MEMORANDUM**

Date.....

**Name and address of SELLER**

Ms Kimberley Edwards of 48 Chester Road, Whitby, Ellesmere Port, Cheshire, CH65 6RX

**Name and address of BUYER**

of

**The LOT**

Sedalia, Heath Lane, Willaston, Neston, Cheshire, CH64 1TR

**The PRICE (excluding any VAT)**

**Deposit Paid**

**Completion Date**

The **SELLER** agrees to sell and the **BUYER** agrees to buy the **LOT** for the **PRICE**. This agreement is subject to the **SALE CONDITIONS** as defined in the Glossary to the Common Auction Conditions (3rd Edition) so far as they apply to the **LOT**.

We acknowledge receipt of the deposit.....

**Signed by the BUYER**

**Signed by or on behalf of the SELLER**

**The BUYER'S conveyancer is**

Name:  
Address:  
Contact:

**The SELLER'S conveyancer is**

Name: Blain Boland & Thomas Ltd  
Address: 102 Whitby Road Ellesmere Port  
Contact:Jonathan Shields

## **SPECIAL CONDITIONS OF SALE (AUCTION)**

Incorporating Common Auction Conditions (3<sup>rd</sup> Edition) with the consent of the Royal Institution of Chartered Surveyors. References to the General Conditions are for convenience only and are not intended to be comprehensive.

### **Lot Number**

### **Name and address of the Seller**

Ms Kimberley Edwards of 48 Chester Road, Whitby, Ellesmere Port, Cheshire, CH65 6RX

### **Name, address and reference of the Seller's conveyancer**

Name: Blain Boland & Thomas Ltd

Address:

Contact: Jonathan Shields

### **Brief description of the Lot**

All that land known as Sedalia, Heath Lane, Willaston, Neston, Cheshire, CH64 1TR (unregistered title) and Land adjoining Sedalia, Heath Lane, Willaston registered under Land Registry Title CH399427

### **Rights to be granted**

None.

### **Rights to be reserved**

None.

### **Exclusions**

None.

### **Tenancies**

There are no tenancies

### **What the Sale is subject to**

The Matters set out in the General Conditions and:

1. all matters contained, mentioned or referred to in the registers of Title;
2. if the Property is Freehold
3. all matters recorded in any registers open to public inspection or revealed by searches and enquiries that the Buyer has made or a prudent Buyer ought to have made;

4. all matters which would be evidenced in an inspection or survey of the Property;

**Deposit**

£10,000 if bought online or 10% of the **PRICE** plus VAT if applicable if bought by telephone or Proxy Bid to be held by the Seller's Conveyancer as stakeholder.

**Insurance**

General Condition G3.1 shall apply only where the Seller is liable to insure the Property pursuant to a covenant contained in a Lease under which the Seller holds the Property and otherwise The Seller has no obligation to insure the Lot after the contract date.

**Title**

Freehold

**Registered or unregistered?**

All that land known as Sedalia, Heath Lane, Willaston, Neston, Cheshire, CH64 1TR (unregistered title) and Land adjoining Sedalia, Heath Lane, Willaston registered under Land Registry Title CH399427

**Title guarantee**

Limited Title Guarantee

**Transfer**

The Transfer is to contain the following provisions:

1. an express covenant by the Buyer as Transferee in favour of the Seller as Transferor on the following terms:

“the Transferee for itself and its successors in title covenants with the Transferor by way of indemnity only but not further or otherwise that the Transferee and its successors in title will at all times from the date of this Transfer:

- 1.1 pay the rents reserved by and observe and perform the covenants and conditions on the part of the tenant contained in the Lease;
  - 1.2 observe and perform all the covenants, agreements, restrictions, stipulations, provisions and conditions subject to which the Property is transferred so far as the same relate to the Property and are still subsisting and capable of taking effect and will indemnify and keep indemnified the Transferor from and against all liability in any way relating thereto”;
2. a provision on the following terms:
    - 2.1 “for the purposes of this clause Act and “Act” means the Law of Property (Miscellaneous Provisions) Act 1994;
    - 2.2 the Transferor transfers the Property with full title guarantee subject to the

matters set out in this Transfer;

- 2.3.1 for the purposes of section 6(2)(a) of the Act all matters now recorded in registers open to public inspection shall be treated as being within the actual knowledge of the Transferee;
- 2.3.2 The covenants implied under section 2(1)(b) of the Act are varied by the deletion of the words "at his own cost" and the substitution of the words "at the cost of the person requiring compliance with this covenant";
- 2.3.3 If the Seller's Title is leasehold that the covenant implied by section 4(1)(b) of the Act shall be modified so as not to imply any covenant on the part of the Transferor that at the date of this Transfer:
  - 2.3.3.1 there is no subsisting breach of a condition or tenant's obligation contained in the Lease; or
  - 2.3.3.2 there is nothing which at the date of this transfer would render the Lease liable to forfeiture;

and the parties hereby apply to the Chief Land Registrar to make such entries in the register of the title number relative to the Property as may be necessary to give effect thereto";

- 2.4 this Transfer is expressly made subject to all matters subject to which the Transferor agreed to sell the Property to the Transferee under the sale contract to which this Transfer gives effect as if the same were set out in this Transfer in full;

**Agreed completion date**

**Interest rate**

15% over Lloyds TSB Bank Plc base rate from time to time.

**Arrears**

If arrears are set out in the Arrears Schedule then Parts 1 and 2 of Condition G11 shall apply and otherwise Parts 1 and 3 of Condition G11 apply.

**VAT**

The Seller has not made a VAT election.

**Capital allowances**

There are none.

### **Maintenance agreements**

There are no maintenance agreements.

### **Environmental**

Condition G21 does not apply.

### **Warranties**

There are no available warranties, which are to be assigned to or held in trust for the Buyer.

### **Amendments to the General Conditions**

For the purpose of General Condition G6.1 the latest time at which the Seller shall be required to complete shall be amended from 1700 to 1530.

### **Extra special conditions**

1. In the event of completion not taking place on the agreed Completion Date and as a result either party serving on the other a valid notice to complete pursuant to general condition G7.1 then the party on whom the notice is served shall pay to the server the sum of £250 plus VAT in respect of the costs of and incidental essential to the preparation and service of such notice.
2. On Exchange of Contracts the Buyer will pay the Buyer's Fee of £1,000.00 plus VAT
3. On completion the Buyer will pay to the Seller's conveyancers the sum of £800.00 being a contribution towards the Seller's Legal Fees and Disbursements
4. All monies due to the Seller under this contract must be remitted from a solicitor's or licensed conveyancer's client account.
5. The Buyer cannot require the Seller to:
  - 4.1 transfer the Property or any part of it to any person other than the Buyer;
  - 4.2 transfer the Property in more than one parcel or by more than one transfer; or
  - 4.3 apportion the Purchase Price between different parts of the Property.