

## **SPECIAL AUCTION CONDITIONS**

### **Relating to Plot 4, Land on the south side of Fieldside, Coates, Whittlesey, Peterborough PE7 2BG**

1. The Seller's solicitors are Messrs. Jefferies Essex LLP of 3<sup>rd</sup> Floor, Dencora Court, Tylers Avenue, Southend on Sea, SS1 2BB (reference MH.Sytecross).
2. The property being sold is shown as Plot 4 on the indicative plan in the auction catalogue being part of the land comprised in Title Number CB304568.
3. The Standard Conditions of Sale shall be subject to the following variation:-
  - (a) In the event of there being any delay in completion other than due to the act neglect or default of the Seller the Seller shall be entitled to be paid both interest on the balance of purchase money and to receive the income from the property.
  - (b) The deposit is to be held as Agents for the Seller.
  - (c) The interest rate applicable herein is 5% per annum above the base rate for the time being of Barclays Bank Plc.
4. Completion of the sale of this property shall take place 28 days following the date of this Contract in accordance with the terms hereof.
5. The property is sold subject to such of the following matters as relate thereto:-
  - (a) All local Land Charges whether registered or not before the date hereof and all matters capable of registration in the Local Land Charges Register whether or not actually so registered.
  - (b) All notices served and orders demands proposals or requirements made by any local or other public authority whether before or after the date hereof.
  - (c) All monies (if any) of whatsoever nature which are or may be due and payable to the Local Authority in respect of the property hereby agreed to be sold whether or not the same are registered as a financial charge against the property in the Local Land Charges Register or whether or not the same are capable of registration as a financial charge in the Local Land Charges Register.

- (d) All rights easements privileges or quasi rights quasi easements or quasi privileges affecting the property or any part thereof and the purchaser shall be deemed to have inspected the property and shall be deemed to purchase with full knowledge of any such matters as may relate to the property.
  - (e) That without prejudice to the generality of the foregoing to all matters which would be disclosed by the Buyer having made the necessary local and county land charge searches enquiries and all matters that would be disclosed thereby.
  - (f) All matters contained or referred to in the office copy entries of the Register in respect of Title Number CB304568.
6. The Transfer to the Buyer will be by way of Form TP1. The Transfer will grant a right of way to the Buyer and the Buyers successors in title for the benefit of the property. The right is to be for all purposes and at all times.
  7. On completion the Buyer shall pay the seller's legal costs of five hundred pounds plus VAT associated with the sale.
  8. If the Seller's solicitors are obliged to serve notice to complete upon the Buyer in accordance with the terms of this Contract, the Buyer shall in addition to the purchase monies hereinbefore referred to contribute the sum of £200.00 plus V.A.T. towards the Seller's solicitors' costs in respect thereof.
  9. The property is sold subject to an overage contained in a Transfer dated 30<sup>th</sup> April 2012 made by Vera Margaret Weldon to Dunkling Farm and Forest Estate Limited and the Buyer must enter into a Deed of Covenant with the said Vera Margaret Weldon as required by the provisions of the said Transfer. Details will be supplied and the Buyer will pay at their own expense all costs including solicitors costs and VAT and disbursements in respect of entering into the Deed of Covenant together with any Land Registry fees for registering the Deed of Covenant.
1. On completion the Buyer will pay the Seller the Seller's premium in the sum of three thousand pounds.
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