

Brief description of the LOT

41 Lavender Hill, Tonbridge, Kent, TN9 2AT

SPECIAL CONDITIONS OF SALE

1. This Agreement incorporates the General Conditions of Sale. Where there is a conflict between those Conditions and these Special Conditions, these Special Conditions shall prevail.
2. The agreed completion date is the 4th February 2025.
3. The property is freehold and registered at the Land Registry under title number K186755.
4. The Sale of the Property is subject to being made with vacant possession. However, if the Lot is catalogued as squatted or is unlawfully occupied or an announcement is made prior to the Lot being offered that is so occupied or if the Lot becomes unlawfully occupied between exchange of contracts and completion then the sale will be on that basis and the Buyer shall not be entitled to refuse to complete or to delay completion as a result and on completion no allowance shall be made in respect of the unlawful occupation or in respect of the state of repair and condition of the Lot.
5. With effect from exchange of this contract, the Property is solely at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property. 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 Purchase Price or to refuse to complete or to delay completion.
6. The property is being sold with limited title guarantee save that for the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 matters now recorded in registers open to public inspection shall be treated as being within the actual knowledge of the Purchaser.
7. In the Transfer the Buyer shall covenant to:

- (i) Perform and observe any covenants or other matters referred to on the Charges Register of the title herein transferred.
 - (ii) All cases to indemnify and to keep indemnified the Seller against any costs claims actions or damages arising out of any breach or non-performance thereof occurring after the date of this transfer.
- 8. The Seller shall not be obliged to transfer the Property in whole or in part (whether directed by the Buyer or in any other manner) to anyone other than the Buyer or at a price greater than the purchase price. The Buyer shall not be entitled to assign or transfer the benefit of this Agreement or to sub-sell or declare trust of the Property or otherwise deal with the same prior to completion of the sale and purchase.
- 9. The rate of interest shall be 10% over Lloyds Bank Plc base rate from time to time.
- 10. On or before completion the Buyer shall pay the sum of £650.00 towards the cost of any searches including any indemnity policy or any other search. No invoice will be provided. In addition, in relation to the transfer the seller's solicitors shall prepare the engrossment for which the Buyer shall pay the Seller's solicitors £200.00 Plus VAT per transfer with the balance of purchase monies on completion and such payment shall be made by telegraphic transfer together with the completion monies to the Seller's solicitors. The seller will not be providing an invoice and the General/Standard Conditions is varied accordingly.
- 11. In the event of the Seller serving Notice to Complete the Buyer shall as a condition of completion pay the Sellers solicitors costs of £650.00 plus VAT in relation to the service of notice. Any additional work incurred as a result of a failure to complete on time will be charged accordingly.
- 12. Where any reference is made as to the postcode of the property being sold, then the Seller gives no warranty that the postcode is correct, and the Buyer must rely entirely on its only enquiries.

13. In the event that the Seller is not the registered proprietor of the Seller's Title then the Buyer accepts that title shall be deduced by the Seller producing copy register entries showing the current registered proprietor or Epitome of Title together with a certified copy extract (a copy of a certified copy will suffice for these purposes) either from the transfer (TR1) of the Seller's Title to the Seller or from the contract for purchase of the Seller's Title by the Seller and the Buyer hereby undertakes to the Seller as follows:-

- (i) not to insist upon the Seller being registered proprietor of the Seller's Title prior to completion
- (ii) to accept the validity of any Notice to Complete served by the Seller upon the Buyer if the Buyer fails to complete this agreement on the agreed Completion Date notwithstanding that the Seller is not the registered proprietor of the Seller's Title.
- (iii) not to refuse to complete the purchase of the Property on the basis of a financial charge and / or unilateral notice and / or restriction and / or any adverse entry whatsoever subsisting over the Property (the "Adverse Entry") where the Seller's solicitors have been provided with an undertaking to remove the Adverse Entry by a firm of solicitors regulated by the SRA, a firm or company regulated by the Council for Licensed Conveyancers or by in-house Council. The Seller's solicitors will at the Buyers reasonable request and sole cost use reasonable endeavours to enforce that undertaking to remove the said Adverse Entry from the title. This clause will take effect in the same way where the Seller is the registered proprietor of the Property but nonetheless the Adverse Entry remains on the title to the Property and the Seller has received an undertaking for its removal.

14.1. The Buyer confirms that it has been afforded opportunity to satisfy itself as to any notices served in relation to the property being sold by making appropriate enquiries of all the relevant persons in this regard and the Buyers purchases with full knowledge of all such matters (if

any) and shall raise no objection nor demand any contribution from the Seller in relation thereto. The Buyer further confirms that it has satisfied itself on all matters relating to planning and building regulation matters having made appropriate enquiries of all relevant persons and authorities in this regard and the Buyer purchases with full knowledge of all such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto. The Buyer also confirms that it has satisfied itself as to any breaches of the registered lease that may be current or historic and the Buyer purchases with full knowledge of such matters (if any) and shall raise no objection nor demand any contribution from the Seller in relation thereto.

- 14.2. The Buyer confirms that the Buyer has had the opportunity to inspect (i) the registered title to the LOT including the title plan the registered lease and the restrictive covenants affecting the LOT (if any) and (ii) the property physically constituting the LOT and the Buyer purchases on the basis that it is deemed to have done so in each case and the Buyer cannot refuse to purchase the property on the grounds that they were unable to enter the Property to inspect or take a valuation of the Property prior to completion. In the event of any adverse issues arising from the aforementioned items or without prejudice to the generality thereof any discrepancy between the physical layout or extent of the LOT and such layout or extent as shown in the registered title and/or the registered lease or any alterations having been undertaken to the LOT at any time whether with or without the consent of the landlord the Buyer acknowledges that the Buyer is deemed to purchase with full knowledge of all matters (if any) and the Buyer shall raise no enquiry requisition or objection thereon or thereto nor shall demand any contribution from the Seller in relation thereto. The Buyer shall raise no objection or requisition in respect of the size of any bedroom regardless as to whether the bedroom meets the minimum size requirement required by planning rules or any other law or statutory requirement.
- 14.3. The Buyer will be deemed to have established and to have satisfied himself 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. Any indemnity policy shall be obtained by and at the cost of the Buyer. The Buyer purchases with the knowledge that could be/ there is a dispute with the neighbouring property with regards to access to the property.

- 14.4. The Property is sold in its actual condition and state of repair and the Buyer shall be deemed to have surveyed and inspected the same and shall purchase the same with full knowledge of its actual condition and state of repair.
- 14.5. It is expressly agreed and acknowledged by the parties hereto that that property is sold as seen.
- 14.6. The Seller shall be responsible to pay any estate charges / service charges due (to the extent that there are any) for the period up to the contractual completion date provided that it has received a written demand for such service charges due prior to the contractual completion date but it is hereby declared and agreed that this shall not include any estate charges or service charges demanded after the contractual completion date which shall be the responsibility of the Buyer whether it relates to a period before or after the contractual completion date and the Buyer shall raise no enquiry requisition or objection thereon or thereto nor shall demand any contribution from the Seller in relation thereto.
- 14.7. If a Deed of Covenant/Licence to Assign is required to be provided by the Purchaser, the Buyer is to be responsible to apply for and obtain a Deed of Covenant/Licence to Assign and is to be responsible for all costs payable in obtaining the Deed of Covenant/Licence to Assign in relation to the transfer of the property to the Buyer and the Buyer shall pay such sums required in this regard as soon as reasonably possible.
15. On or before completion the Buyer is liable to pay the Seller four thousand four hundred and ninety-seven pounds and fifty pence by way of buyer's premium. The seller will not be providing an invoice and the General/Standard Conditions is varied accordingly.
16. The deposit is held as agents.

17. When notice to complete is served by the Seller, the Buyer must complete within 5 working days of the notice being served (excluding the day on which the notice is given) and for this purpose time is of the essence of the contract. The General/Standard Conditions are varied accordingly.
18. Service by fax is permitted under the terms of this Contract. A notice to complete served by fax to the Buyer's solicitors will be deemed served on the day it is sent provided that the fax is sent by the Seller's solicitors before 5pm on that day. Any fax sent after 5pm on a particular day will be deemed to be served on the following working day.
19. The Buyer to pay a contribution towards the sellers legal and auctioneers fees in the sum of three thousand two pounds and fifty pence. The seller will not be providing an invoice and the General/Standard Conditions is varied accordingly.
20. All communications and notices under this Contract can be made by email and are considered served at the time the email is sent notwithstanding the fact that the receiving parties solicitor may not acknowledge the email and the General Auction Conditions are amended accordingly.
21. The Seller can delay completion for up to ten working days without any claim of compensation by the Buyer and the Buyer is precluded from being able to serve a notice to complete during this ten working day period and the General/Standard Conditions are varied accordingly.
22. The Buyer acknowledges that the official copy Land Registry titles provided in the auction pack may not be the most up-to-date copies showing the current registered proprietor of the property and that the Seller has itself purchased the property being sold within the last six months and that they are purchasing with full knowledge thereof and the Buyer shall raise no enquiry, requisition or objection thereto.
23. The Buyer shall raise no requisition of the Seller due to unavailability

or loss of any keys or deeds relating to the property being sold.

24. The Buyer hereby acknowledges that this Agreement shall form the entire Agreement between the Seller and the Buyer to the exclusion of any antecedent statements or representations whether oral written or implied or contained in any advertisement particulars or other matters issued or any correspondence entered into by the Seller or his agents and the Buyer hereby acknowledges that he has not entered into this Agreement in reliance upon any such statement or representation other than those which may have been given by the Seller's Solicitors in any written reply to any enquiry by the Buyer's Solicitors.
25. The terms of these special conditions of sale which remain to be performed after the date of actual completion will remain in full force and effect and shall not merge with the transfer to the purchaser.
26. If the Buyer fails to provide a cleared deposit to the Seller within 2 days of the date of this contract, then the contract will automatically rescind. The Seller reserves its right to recover the deposit and any damages in a court of law, notwithstanding the fact that contract has been previously rescinded.
27. If the money is due on completion is received after 2pm, completion is to be treated as taking place on the next working day as a result of the Buyer's default. Accordingly, after 2pm, the Seller is entitled to serve a Notice to Complete on to the Buyer and the Auction Conditions are amended accordingly.
28. The Buyer shall not act in person and is required to obtain legal representation from a solicitors or licenced conveyancer.
29. In the event of the buyer wishing to change the name of the buyer in the transfer or add a buyer in the transfer a fee of £250.00 Plus VAT is payable.
30. The Buyer buys subject to any structural issues (if any) and the presence of Japanese Knotweed (if any) and will not raise any requisitions with regards to the same.

31. No enquiries will be answered the day before completion or on the day.
32. In the event of the Buyer changing solicitors during the course of the transaction an additional fee of £250.00 Plus VAT is payable for forwarding duplicate documentation.