

SPECIAL CONDITIONS

Lot Number

Brief Description of the Lot

111 Poulton Road, Wallasey, Wirral, CH44 4DE

Name and address of the Seller

Leon Charles Holme
18 Eton Road, Prenton, Wirral, CH43 4XS

Name, address and reference of the Seller's Solicitors

Kirwans, 363 Woodchurch Road, Prenton, Birkenhead, Wirral, CH42 8PE Tel 0151 608 9078: , Fax : 0151 609 0030 ,
E-mail : jdawson@kirwans.co.uk

Title

freehold

Registered or unregistered

Registered at The Birkenhead District Land Registry with title absolute under title number CH13346

Title Guarantee

The Seller sells with full Title Guarantee

Deposit

A deposit of 10% of the price (subject to a minimum deposit of £10,000.00) is to be held as stakeholder by the Auctioneers

Interest Rate

4% over National Westminster Bank plc base rate from time to time

Agreed Completion Date

8th June 2022

Insurance

The Seller is to insure from the date of exchange until the Agreed Completion Date

Vacant or let

The sale is with vacant possession other than the first floor flat

Rights Sold with the Lot

None

Exclusions from the Sale

None

Reservations to the Seller

None

What the Sale is Subject to

Matters set out in the Conditions and the Entries to the Register of title CH13346

Amendments to the Conditions

The following conditions replace the General Conditions of the same number:-

- 6.5 If completion takes place after 13.00 hours it is to be treated for the purposes of apportionment and calculating interest as if it had taken place on the next business day
- 7.1 The Seller and the Buyer may on or after the Agreed Completion Date but before completion give the other parties notice to complete within 5 business days (excluding the date on which the notice is given) making time of the essence

Extra Special Conditions

1 Disclaimer

The Buyer admits that:-

- 1.1 it has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the property as it stands as at the Agreed Completion Date and;
- 1.2 it enters into this Agreement solely as a result of its own inspection of the Property and on the basis of the terms of this Agreement and not in reliance upon any advertisement, statement, representation or warranty either written or oral or implied made by or on behalf of the Seller other than any statements or representations given or made by the Seller's Solicitors in written replies to enquiries raised by the Buyer's Solicitors.

2. Planning

No warranty or representation is given or made by the Seller with regard to the permitted use of the Property for the purposes of the Town & Country Planning Act 1990 or any statutory modification or re-enactment thereof and the Buyer hereby acknowledges and admits that the Seller does not nor has in any way given or made at any time now or in the future any representation or warranty as to the authorised use of the Property and the Buyer acknowledges that it has made its own enquiries

as

to such use and is satisfied with the replies.

3. Entire Agreement

This Agreement and the documents referred to herein comprise the entire agreement

between the parties relating to the subject matter hereof.

4. Costs following Default

If notice under General Condition 7.1 is served the party on whom the notice is Served shall be and become liable to pay and indemnify the other party for all legal Costs (on an indemnity basis) of and incidental to the preparation and service of the said Notice and all additional work consequent upon the party who is in default in completing on the contractual date such costs not being less than £150.00 plus VAT and those costs shall be paid on completion with the balance of the purchase price, interest and any other sums due to or from the Seller on completion.

5. Contribution to Costs

The Purchaser must pay the sum of £50 + vat in total to the Sellers Solicitors on completion as contribution to the Sellers costs together with a payment of £1000 plus vat payable to Smith & Sons on exchange of contracts

Transfer

The Transfer is to contain the following provisions:

1. The Seller sells with full title guarantee modified as follows:-
 - 1.1 For the purposes of Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act") the words "at his own cost" shall be replaced by the words "at the Buyer's own cost".
 - 1.2 The covenants in the title implied by Section 3(3) of the 1994 Act shall apply only to charges, incumbrances, third party rights or other matters contemplated by that Section which have been created by the Seller.
 - 1.3 For the purposes of Section 6(2)(a) of the 1994 Act all matters now recorded and registered open to public inspection are to be considered within the actual knowledge of the Buyer

Capital Allowances

There are none

Maintenance Agreements

There are no maintenance agreements

TUPE

There are no employees to which TUPE applies

Environmental

General Condition 21 does not apply

Warranties

The Seller gives no warranties to the Buyer in respect of the Property

Completion Monies

The completion monies shall be sent to the Seller's Solicitor's client bank account by CHAPS transfer as follows:-

Sort Code : 60-13-19
Account No : 45154171
Account Beneficiary : 72422 Holme

TENANCY SCHEDULE

The LOT is sold subject to and with the benefit of the TENANCIES listed below:-

Property	Date	Original Landlord and Tenant	Current Tenant	Term	Current rent
111a Poulton Road, Wallasey	10/05/1993	Mark Derek Holme and Julie Clare Holme (1) and Nicola Jane Holme	Robert Ashworth	999 years	peppercorn