

SPECIAL CONDITIONS OF SALE

in respect of Lot 24a Langham Crescent, Billericay CM12 9RB

1. Sellers solicitors are Messrs Pinney Talfourd LLP of New North House, 78 Ongar Road, Brentwood, Essex, CM15 9BB (DX 5003 Brentwood) for the attention of Mr R Collins.
2. This agreement incorporates the RICS Common Auction Conditions 3 (CACe3). Where there is a conflict between those conditions and these Special Conditions, these Special Conditions shall prevail.
3. The description of the Property is The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 24a Langham Crescent, Billericay (CM12 9RB).
4. Tenure - Leasehold, registered at the Land Registry under Title Number EX557070.
5. The Property is sold with vacant possession.
6. The Property is sold subject to all matters contained or referred to in the Property and Charges Registers of Title Number EX557070 and the registered lease, except for financial charges.
7. The Sellers solicitors will only provide replies to standard Requisitions on Title and the Buyer should ensure therefore that any "pre contract" enquiries are made of the Sellers solicitors prior to the auction, as no further assistance with regard to the title matters can be given after the date of the contract herein.
8. If the Sellers solicitors are obliged to serve notice to complete on the Buyer, in accordance with the terms of the contract, the Buyer shall in addition to the purchase monies hereby contracted to be paid, pay £200.00 plus VAT towards the Sellers solicitors' costs in respect thereof. Interest will be charged at 10%.
9. The Sellers solicitors shall not release the keys or title deeds and documents until all monies set out in the completion statement have been received by the Sellers solicitors, including those representing interest, notice fees, search fees, apportionment of service charge, insurance and ground rent.
10. On or before completion the Buyer shall pay the Seller the full cost of the Freeholder/Managing Agents sale pack totalling £108.00 (inclusive of VAT). The Seller shall not be required to prove to the Buyer the exact cost of the pack provided, and the Buyer shall not be entitled to raise any queries or requisitions in relation thereto. Should the Sale Pack(s) not be available prior to completion, the Buyer will not delay completion in any event.

11. A deposit of 10% of the purchase price shall be payable by the Buyer immediately after the exchange of contracts to the auctioneers as agents for the Seller.
12. The Property is being sold with Full 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 Buyer.
13. A transfer to the Buyer shall contain the following additional provisions:-
 - (a) For the purposes of Section 6(2)(A) of the Law of Property (Miscellaneous Provisions) Act 1994, all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee.
 - (b) The Transferor shall not be liable under the covenant implied by Section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 for any breach of the terms of the lease concerning the state and condition of the Property and the registrar is required to note such modification on the register.
14. 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 the completion of the sale and purchase.
15. On or before completion the Buyer shall pay the Seller the full cost of any local search, drainage search, coalmining search, Land Registry official copies, chancel indemnity policy or any other search provided by the Seller in the auction pack and the Seller shall not be required to prove to the Buyer the exact cost of the searches provided, and the Buyer shall not be entitled to raise any queries or requisitions in relation thereto.
16. 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 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 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.
17. The Buyer confirms that the Buyer has had the opportunity to inspect (i) the registered title to the Property including the title plan the registered lease and the restrictive

covenants affecting the Property (if any) and (ii) the property physically constituting the Property 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 Property and such layout or extent as shown in the registered title and/or the registered lease or any alterations having been undertaken to the Property 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 requisitions 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.

18. 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.
19. 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.
20. It is expressly agreed and acknowledged by the parties hereto that all items belonging to third parties on or about the Property are excluded from this sale and purchase and that the Buyer shall make any necessary arrangements with regard to those items. The Seller shall not be responsible to the Buyer in any way for dealing with any of those items or for making or failing to make any payment or other arrangement in respect thereof and in particular but without prejudice to the generality of the foregoing the Seller shall not be responsible for arranging the removal of any of those items on or before completion or at any other time and the Buyer shall maintain all of the said items in the condition in which they are now.
21. The Seller shall be responsible to pay any ground rent 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 sums 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.

22. If a Deed of Covenant is required to be provided by the Purchaser, the Buyer is to be responsible to apply for and obtain a Deed of Covenant and is to be responsible for all costs payable in obtaining the Deed of Covenant 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.
23. 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.
24. 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.
25. 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.
26. On or before completion the Buyer shall pay the Seller the full cost of the local search, water and drainage search, environmental search and Chancel indemnity totalling £358.62 (together "the Searches") or any other searches included in the auction legal pack. The Seller shall not be required to prove to the Buyer the exact cost of the Searches provided, and the Buyer shall not be entitled to raise any queries or requisitions in relation thereto. Should the Searches not be available prior to completion, the Buyer will not delay completion in any event.