

SPECIAL AUCTION CONDITIONS

52D Park Road, Westcliff on Sea, Essex SS0 7PQ ('the Property')

1. The Seller's Solicitors are BTMK Solicitors Limited of Madison House, 100 Alexandra Road, Southend on Sea, Essex SS1 1HQ (reference 225528.6/ISP).
2. Title to the Property is leasehold and registered at The Land Registry under number EX325866 with title absolute.
3. The Property is sold with vacant possession on completion.
4. The Seller's title to the Property has been deduced to the Buyer before the date of this Contract and the Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection enquiry or requisition in relation thereto.
5. In addition to any general auction conditions, the Property is sold subject to:
 - i. the matters contained or referred to in the Charges Register to title number EX325866 on 28th May 2019 timed at 12:20:10
 - ii. all Local Land Charges whether registered or not before the date of this Contract and all matters capable of registration as Local Land Charges whether or not actually so registered;
 - iii. all notices served and orders demands proposals or requirements made by any Local Public or other competent Authority whether before or after the date of this Contract;
 - iv. all actual or proposed changes notices orders restrictions agreements conditions contraventions and other matters arising under the enactments relating to Town and Country Planning; and
 - v. all easements quasi easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Contract.
6. The Buyer admits that he has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands and the Buyer now admits that he enters into this Contract solely as a result of his own inspection and on the basis of the terms of this Contract

and not in reliance upon any representation or warranty whether written or oral or implied made by or on behalf of the Seller and this Contract contains the entire agreement between the parties.

7. If the Seller's 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 contribute the sum of £150.00 plus VAT towards the Seller's Solicitors costs in respect thereof. Interest will be charged at 10%.
8. This Contract is personal to the Buyer and shall not be capable of assignment nor will the Seller be required to transfer the Property to anyone other than the Buyer.
9. On completion the Buyer will pay to the Seller in addition to the purchase price, the following sums:-
 - (a) £750.00 plus VAT towards the Seller's legal costs;
 - (b) £18.00 in respect of the Land Registry fees; and
 - (c) £300.00 inclusive of VAT in respect of the management information obtained from Arkasian Property Management.