

CONTRACT

Incorporating the Standard Conditions of Sale (Fifth Edition - 2018 Revision)

For conveyancer's use only

Buyer's conveyancer:

Seller's conveyancer: GHP Legal
of 21 The Cross, Oswestry Shropshire SY11 1PN. Our Ref: JH.158274

The information above does not form part of the Contract

Date

Seller

: Victoria Claire Wilson and Mrs Alison Ann Peters of 37-39 Willow Street
Oswestry Shropshire SY11 1AQ as Executors of Jean Bird Allman
deceased

Buyer

Property (Freehold)

: 14 Nant y Caws Morda Oswestry SY10 9AP more particularly described
in the Conveyance dated 11 January 1984

Root of title

: the Conveyance dated 11 January 1984 contained in the Epitome of
Title supplied.

Specified incumbrances

: All matters contained or referred to in the Epitome of Title supplied.

(Such matters to exclude financial charges (other than Rentcharges)
entered into by the Seller).

Title guarantee (full / limited)

No Title Guarantee (Subject to the terms of this Contract)

Completion date

Contract rate

: The Contract interest rate is 4% above Barclays Bank plc base rate from
time to time

Purchase price

: £

Deposit

: £

Contents price (if separate)

: £

Balance

: £

The Seller will sell and the Buyer will buy the Property for the Purchase Price.

WARNING

**This is a formal document, designed to create
legal rights and legal obligations. Take advice
before using it.**

Signed

Seller / Buyer

SPECIAL CONDITIONS

1. (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition - 2018 Revision).
(b) The terms used in this contract have the same meaning when used in the Conditions.
2. Subject to the terms of this contract and to the Standard Conditions of Sale, the Seller is selling as Professional Executor and transfers the property with no title guarantee as specified on the front page.
3. The Buyer will pay the following sums in addition to the Purchase Price on the Completion Date:
 - 3.1 Reimbursement of search fees in the sum of £200.00
 - 3.2 Sellers Legal fees in the sum of £1500.00 plus VAT (£1800.00 total)
 - 3.3 Buyer's Premium in the sum of 3% of the Purchase Price plus VAT
4. The property is sold with vacant possession.
5. Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness.
6. If a valid notice to complete pursuant to Standard Condition 6.8 shall be served by either the Seller or the Buyer, the receiving party shall on demand pay to the serving party £200.00 plus VAT towards the cost to the serving party of legal advice and preparation/service of notice(s) consequent upon the failure to complete, but without prejudice to any other remedy of the serving party under Standard Condition 7 or otherwise.
7.
 - 7.1 The Property the fixtures and fittings included in the sale and all services connected to the Property (if any) are sold in their state and condition as existing of which the Buyer shall be deemed to be full aware and no warranties or representations are given or relied on
 - 7.2 The Buyer shall be responsible for carrying out his own site inspections and surveys
 - 7.3 Any documents plans or information in respect of the Property which may have been given by the Seller or by the Sellers Solicitors to the Buyer or the Buyers Solicitors before on or after the date hereof are given for information purposes only and no representation or warranty is thereby given or relied on
 - 7.4 No warranty is given by the Seller as to whether the Property or any part or parts thereof have the appropriate and/or necessary planning permission or can be lawfully used for its purpose or any other purpose.
 - 7.5 The Buyer acknowledges that the Seller is selling as Professional Executors and have no personal knowledge of this property. No Property TA6 or TA10 forms will be supplied and the property is being sold as seen.

8. 8.1 A deposit of 10% of the Purchase Price is payable to the Sellers Solicitors as stakeholder on the date of this Agreement and Standard Condition 2.3.6 is amended accordingly.
 - 8.2 The deposit may be paid by such method as the Sellers Solicitors shall in their discretion accept and the Buyer shall produce evidence as the Sellers Solicitors may reasonable require of his identity and credit worthiness and that his instrument of payment will be honoured. CASH CAN NOT BE ACCEPTED FOR THE DEPOSIT PAYMENT.
 - 8.3 If the instrument of payment of the deposit is not honoured on first presentation the Seller shall have the option:
 - 8.3.1 of rescinding the sale or
 - 8.3.2 of affirming the saleAnd if the Seller affirms the sale either
 - 8.3.3 the Seller may determine the contract and forfeit the deposit which shall remain due to the Seller and in addition the Buyer will remain liable on his instrument of payment or
 - 8.3.4 the Seller may seek specific performance of the sale
 - 8.4 The Purchase Price (less the Deposit) shall be paid by the Buyer Solicitors to the Sellers Solicitors on the Completion Date by bank telegraphic transfer.
9. The Property is sold subject to and with the benefit of:
 - 9.1. The covenants conditions exceptions reservations and all matters whatsoever contained or referred to in the Epitome of Title which has been produced to the Buyer on or before the signing hereof insofar as the same are still subsisting and affect the Property
 - 9.2 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 Agreement
 - 9.3 All actual or proposed changes notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to Town and Country Planning Laws.
 - 9.4 All matters registered or capable of registration as a local land charge
 - 9.5 All other matters easements quasi-easement and rights exceptions and other similar matters affecting the Property whether or not apparent on inspection or disclosed in any documents referred to in this Agreement

10. Title to the Property has been deduced to the satisfaction of the Buyer who shall not raise any enquiries objections or requisitions in respect thereof and the Buyer shall be deemed to purchase the Property with full knowledge thereof
12. For the purpose of S6(2) and S6(3) 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 Buyer.
13. If the Seller or the Seller's Solicitors receive any monies payable under the Agreement from or drawn on a financial institution not regulated by the European Community Directive on the Prevention of the Use of the Financial System for the Purposes of Money Laundering (91/380/EEC) neither the Seller or the Seller's Solicitors shall be obliged to accept such monies and any such payment shall not be treated as a payment made in accordance with the terms of this Agreement.
14. The Buyer acknowledges that he has inspected the Property and has entered into this Agreement with full knowledge of the actual state and condition of it and takes the Property as it stands and not solely in reliance upon any representation whether written or oral made by or on behalf of the Seller other than the written representations by the Sellers Solicitors in respect of the Buyers Solicitors pre-contractual enquiries (if any)
15. This Agreement constitutes the entire agreement between the parties and may only be waived or modified (whether by way of collateral contract or otherwise) in writing under the hands of the parties or their respective solicitors.

Notices may be sent to:

Seller's Conveyancer's name: GHP Legal, 21 The Cross, Oswestry, SY11 1PN

E-mail address*:

Buyer's Conveyancer's name:

E-mail address*:

*Adding an e-mail address authorises service by e-mail; see condition 1.3.3(b).