

CONTRACT

Incorporating the RICS Common Auction Conditions (Edition 4) - Special Conditions

Date:

Seller: Patricia Ellithorn of 2 Grange Cottages, Eden Hall, Penrith, CA11 8TD

Buyer:

Property: 18.29 acres of Land at Lowside Farm, Helton, Penrith, Cumbria, CA10 2QB

Title Number: Part of title number CU113077 as shown edged red and edged blue on the attached plan

Specified Incumbrances:

- (1) All matters mentioned contained or referred to in the register of Title Number CU113077.
- (2) All matters in the nature of interests that override affecting the Property with the exception of any mortgage or other form of financial charge created by the Seller.
- (3) The matters referred to in Clause 5 of this Agreement.

Title Guarantee: Full Title Guarantee

Completion date:

Contract rate: The Law Society's Rate

Purchase Price: £

Deposit: £

Chattels price: £
(if separate)

Balance: £

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

The Agreement continues on the next page.

<p>Warning</p> <p>This is a formal document designed to create legal rights and obligations.</p> <p>Take advice before using it.</p>	<p>Signed</p> <p style="text-align: right;">Seller/Buyer</p>
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SPECIAL CONDITIONS

- 1.1 This contract incorporates RICS Common Auction Conditions (Edition 4) - Special Conditions
- 1.2 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 to transfer the Property with either full title guarantee or limited title guarantee, as specified.

3. **Vacant Possession**
The Property is sold with vacant possession.

4. **Transfer**
The Transfer to the Buyer will contain:
 - a) a declaration as to the title guarantee with which the Transfer is made as stated in this contract;
 - b) a provision that the disposition effected by the Transfer is made subject to all the matters to which this contract is made subject as set out above;
 - c) a provision that all matters recorded at the date of the Transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act; and
 - d) a provision that the Property will not, by virtue of the Transfer, have any rights or easements of the benefit of any other matters over any land retained by the Seller other than those (if any) which are expressly mentioned in or granted by the Transfer and a provision that section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Seller except as expressly mentioned in or created by the Transfer.

5. **Matters affecting the Property**
 - 5.1 The Property is sold free from incumbrances other than:-
 - (a) any matters other than financial charges disclosed or which would have been disclosed by the searches and enquiries which a prudent purchaser would have made before entering into this Agreement;
 - (b) wayleaves consents permissions or privileges in respect of any service pipes wires cables conduits poles stays pylons or other apparatus;
 - (c) liability to repair walls fences roadways drains sewers pipes wires cables conduits dykes ditches or the like;
 - (d) local land charges (whether registered before or after the date of this Agreement or not) and matters capable of registration as local land charges whether or not so registered;
 - (e) notices served and orders demands proposals or requirements made by any local or other authority or company whether before or after the date of this Agreement;
 - (f) actual or proposed orders directions notices charges restrictions conditions agreements and other matters arising under the Town and Country Planning legislation;

- (g) ecclesiastical or civil duties and payments charged upon or payable out of the Property;
- (h) drainage rates and charges and other outgoings;
- (i) incidents of tenure rights of way (whether public or private) light air and drainage and other easements quasi-easements rights liberties and privileges;
- (j) any matters which the Seller does not and could not reasonably know about;
- (k) any matters discoverable by inspection of the Property by the date of this Agreement; and
- (l) public requirements.

5.2 The Seller shall not be required to define any of the matters or things referred to in this clause or ascertain the ownership of any walls fences ditches or such other matters and things as aforesaid beyond such information (if any) as is afforded by the documents of title.

5.3 The Buyer is deemed to have full knowledge of the matters referred to in this clause and will raise no enquiry, requisition, objection or claim in respect of them.

6. Buyer's acknowledgement of condition

The Buyer hereby acknowledges that:-

6.1 he has inspected the Property before the date of this Agreement and buys it with full knowledge of its actual state and condition.

6.2 he enters into this Agreement solely as a result of its own inspection and not in reliance upon any representation or warranty (whether written oral or implied) made by or on behalf of the Seller save for any representation or warranty contained in written replies given by the Seller's Solicitors to any preliminary enquiries or points in correspondence raised by the Buyer's Solicitors prior to the date of this Agreement (and then only subject to any terms and conditions upon which such replies were expressed to be given and to the extent that such replies were not capable of verification by inspection survey or searches or enquiries capable of being raised of any local or other authority or body whether or not such inspection survey or searches shall have been made or such enquiries shall have been raised by or on behalf of the Buyer).

6.3 he has been given the opportunity to inspect survey measure carry out tests upon and generally satisfy itself as to the matters affecting the Property and its fitness for any purpose for which the Buyer wishes or intends to use the same and the Seller shall not be liable for any latent or other physical defect relating to or affecting the Property or any part or parts thereof and without prejudice to the generality of the foregoing no warranty is given by the Seller as to the fitness or suitability of the Property or any part or parts thereof for any purpose whatsoever.

7. Delayed completion

7.1 If completion does not take place on the Completion Date in accordance with this contract due to any reason except the Seller's default, the Buyer shall pay to the Seller on actual completion the sum of £150.00 in respect of the reasonable costs of the Seller's Conveyancer of preparing and serving any notice to complete lawfully served under Condition 6.8 together with any VAT properly chargeable on those costs

7.2 If completion does not take place on the Completion Date in accordance with this contract due to the default of the Seller, the Seller shall pay or allow to the Buyer on actual completion the sum of £150.00 in respect of the costs of the Buyer's Conveyancer of preparing and serving any

notice to complete lawfully served under Condition 6.8 together with any VAT properly chargeable on those costs.

7.3 The provisions of this clause 7 are without prejudice to any other rights of the parties in relation to any delay in completion.

8. Disbursements

8.1 On the completion date the Buyer will reimburse the Seller with the cost of the searches and disbursements included within the Auction Pack of £172.00.

9. Indemnity and Description

9.1 Any plans published in the sales particulars are for identification only and the accuracy of such plans is not guaranteed.

9.2 The sale shall not be annulled by nor shall the Buyer be entitled to compensation by reason of any error or misdescription in the sales particulars.

10. Requisitions

As the Buyer will have investigated title before exchange of contracts, the document provides that the Buyer is not entitled after exchange of contracts to raise any objections, enquiries or requisitions in relation to title.

11. Representation

Neither party can rely on the representation made by the other, unless made in writing by the other or his Conveyancer, but this does not exclude liability for fraud

12. Non-merger

The provisions of this agreement shall not merge on completion of the transfer of the Property so far as they remain to be performed.

Seller's Conveyancer:

Arnison & Company Solicitors Ltd
1 St Andrew's Place
Penrith
CA11 7AW

Buyer's Conveyancer: