

EXTRA SPECIAL CONDITIONS OF SALE

Re: 6 Trinity Street, London SE1 1DB

1. **SHOULD** the Buyer fail to complete and the Seller's Solicitors prepare and/or serve Notice to Complete there shall be due to the Seller the sum of £150 plus VAT being costs.
2. (a) For the purposes of this Contract the covenant to be implied by Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") shall be amended by deleting from the covenant referred to in that section the words "his own cost" and substituting therefor the words "the costs of the persons to whom he disposes of the property" and the Transfer shall contain a provision to that effect.

(b) The covenants contained in sections 3(1) and 3(3) of the Act do not extend to any charge incumbrance or other right of which the Seller does not have actual knowledge and the Transfer shall contain a provision to that effect.

(c) For the purposes of section 6(2)(a) of the Act all matters recorded in registers and plans open to the public are to be considered within the actual knowledge of the Buyer and the Transfer shall contain a provision to that effect.

3. **COMPLETION** of the purchase shall take place at the offices of the Seller's Solicitors or wherever they shall so direct ~~on 14th July 2010~~ and in the event that the money due on completion is received by the Seller's Solicitors' bankers at any time after 1 p.m. on any day then completion shall be deemed to be postponed by reason of the Buyer's delay until the next working day.

Six weeks from the auction date

Must on authority from vendor solicitor 30.6.10

4. **THE** Seller shall not be required to convey the whole or any part of the Property to any person or body other than the Buyer and shall not be required to execute a Transfer other than of the whole of the Property nor at a price different from that stated in the contract.
5. **IN** the event that a successful bidder either fails to pay the deposit or tenders a cheque for the deposit which is not met on first presentation the Seller shall be entitled to full payment of the sum equivalent to the amount of the deposit by a suit on the cheque or otherwise and elect one of the following additional courses:
 - (a) To treat the contract as on foot or
 - (b) To treat the contract as discharged

If the Seller elects to treat the contract as discharged the sum representing the amount of the deposit shall be treated as liquidated damages but without prejudice to the further right of the Seller to recover from the Buyer the amount of any loss occasioned to the Seller by the diminution in the price realised on the re-sale and the expenses of or incidental to the re-sale of the Property within 12 months from the date hereof, credit being given for any sum already paid.

6. **THE** Seller's solicitors have effected a Local Land Charges search and a search of the appropriate Water Authority which will be made available to the Buyer and for which the Buyer will re-imburse appropriate fees on completion.

7. **THE** Property is sold by reference to the Land Registry title plan which the Buyer shall be deemed to have inspected whether or not in fact he shall have done so.
8. **THE** Solicitors' Deposit Interest Rules shall not apply to any money received by or on behalf of the Seller and the Seller's Solicitors shall be under no obligation to account to any person for interest on such money.
9. **NO** requisition or objection shall be raised as to whether the current use of the Property is the permitted use pursuant to the Town and Country Planning Acts or as regards any potential chancel repair liability affecting the Property.
10. **IN** addition to the purchase price the Buyer shall pay to the Seller on completion an additional sum equivalent to one per centum of the purchase price.
11. **THE** Seller having served upon the lessees of the residential flats notices pursuant to sections 5 and 5B of the Landlord and Tenant Act 1987 the Buyer shall be deemed to purchase with full knowledge of the content and effect of such notices whether or not he shall have inspected the same.