**SPECIAL CONDITIONS OF SALE**

**Property: 1709 Bristol Road, Birmingham, B45 9PE.**

1. Seller’s solicitors are Portner Solicitors of 6 Cavendish Place, London W1G 9NB

Tel: 020 7 616 5300 Fax: 020 7935 0500

Email: [ke@portner.co.uk](mailto:ke@portner.co.uk) (Reference: KE/Bristol Road)

2. The title is freehold and registered under title number WK199329.

3. The Seller sells with Limited Title Guarantee.

4. The deposit is to be held as agent for the Seller.

5. Completion shall take place 20 working days from the date of exchange of contracts.

6. The Buyer acknowledges that in entering into this Contact he has not relied upon any representation or warranty express or implied made by or on behalf of the Seller save for any information in writing supplied by the Seller’s solicitors and that these Special Conditions together with the General Conditions of Sale constitute the entire agreement between the parties and may only be varied under the hand of the parties or by agreement in writing between their respective solicitors.

7. The Seller shall not be obliged to transfer the Property otherwise than to the Buyer.

8. If the Seller’s solicitors serve Notice to Complete on the Buyer or on the Buyer’s solicitors the Buyer shall on completion pay to the Seller the sum of £350 plus Value Added Tax towards the Seller’s solicitors’ costs of preparing and serving the said Notice and

1. Interest in respect of late completion, due to the Buyer’s default shall be calculated at 8% above the base rate of Barclays Bank plc and in respect of the Seller’s default shall be 2% above the base rate of Barclays Bank plc (the “Interest Rate”).
2. If the Buyer has not completed on the Completion Date due to any reason other than the Seller’s default interest shall be charged at the Interest Rate on any sums due and payable to the Seller on completion.

9. The property is sold as seen and the Seller shall not be obliged to remove any furniture or other items from the property

10. The Buyer shall make a contribution to the Seller’s costs being two and a half percent of the purchase price.

11. The Buyer shall reimburse the Seller their legal costs, being £1,950.00 plus VAT and disbursements.

12. On completion the Buyer shall reimburse the Seller the cost of the searches provided, being £213.86 (inc. VAT).

13. Standard condition G7.1 shall be varied so that the Seller may on or after the agreed completion date but before completion give the Buyer notice to complete within five business days (excluding the date on which the notice is given) making time of the essence, and the Buyer may on or after the agreed completion date but before completion give the Seller notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.

14. In the event that the Seller is not the registered proprietor of the Seller’s title then the Buyer accepts that the title shall be deduced by the Seller producing copy register entries showing the current registered proprietor together with a certified copy extract either from the transfer of the Seller’s title to the Seller or from the contract for purchase of the Seller’s title by the Seller and the Buyer hereby undertakes to the Seller as follows:

(i)         Not to insist upon the Seller being registered proprietor of the Seller’s title prior to completion.

(ii)        To accept the validity of any Notice to Complete served by the Seller upon the Buyer if the Buyer fails to complete this agreement on the agreed completion date notwithstanding that the Seller is not the registered proprietor of the Seller’s title.

(iii)       In the event the Buyer refuses to complete this agreement on the grounds that the Seller is not the registered proprietor of the Seller’s title notwithstanding the terms hereof then the Buyer shall on the agreed completion date pay to the Seller’s conveyancers by way of further deposit as agents for the Seller a sum equivalent to the balance of purchase monies payable hereunder and in default of such payment being made (for which purpose time shall be of the essence) the deposit paid hereunder shall forthwith be forfeited to the Seller and thereafter this agreement shall be rescinded and the parties obligations to each other hereunder shall cease forthwith.

15. On Completion the Seller shall either provide a copy of the updated title showing the Seller as the registered proprietor if it is available, or provide confirmation the application has been submitted and an updated title will be provided on receipt post Completion.

16. The protocol forms (if any) and any information provided in the legal pack are on the basis of replies provided on the seller’s purchase of the Property on the 20th November 2024 and are not replies provided by the Seller. The Buyer warrants that no liability whatsoever will be brought against or arise towards the Seller or the Seller’s solicitors on the basis of such replies. Such replies are not to be relied upon by the Buyer as replies provided by the Seller.

17. The property is sold with vacant possession. However, if the Lot is squatted or is unlawfully occupied whether before or after the date of the auction completion will be on the basis that it is squatted and the Buyer shall not be entitled to refuse to comment or delay completion as a result and on completion no allowance shall be made in respect of the unlawful occupation or in respect of the state or the repair and condition of the Property.