

On the instructions of Mr R.G. Hughes

**POND MEADOW, EAST OGWELL**

**2½ MILES FROM NEWTON ABBOT,  
SOUTH DEVON**



**ABOUT 1.45 ACRES OF LAND WITH SPRING AND STREAM WATER IN  
THE CENTRE OF THE VILLAGE, OPPOSITE THE JOLLY SAILOR.**

**FOR SALE BY AUCTION ON  
WEDNESDAY, 15<sup>th</sup> MARCH 2017  
AT 3.00 P.M.**

**AT THE JOLLY FARMER, MARKET STREET,  
NEWTON ABBOT, TQ12 2RB**

**Auctioneers:  
Rendells  
13 Market Street  
Newton Abbot  
Devon TQ12 2RL  
Ref: CCM/RF  
Tel: 01626 353881 Fax: 01626 365030  
Email: newtonabbot@rendells.co.uk**

**Solicitors:  
Mr Michael Setter  
WBW Solicitors  
Church House  
Queen Street  
Newton Abbot  
Devon TQ12 2QP  
Tel: 01626 202404 Fax: 01626 202420  
Email: michaelsetter@wbw.co.uk**

## GENERAL REMARKS AND STIPULATIONS

The meadow is situated directly opposite the Jolly Sailor in the centre of the popular village of East Ogwell and extends to about 1.45 acres of meadow with an interesting arrangement of trees including weeping willow, scots pine, birch, eucalyptus and a few fruit trees. There is a gateway within the Southern stone wall of the land which allows access to the land from Ogwell Road and a small stream runs along the Eastern boundary. The land has been grazed by sheep in recent years but lends itself to a multitude of different uses.

### **Tenure**

The property is freehold and will be offered for sale with vacant possession on completion on 15<sup>th</sup> April 2017

### **Boundary Ownership**

Where known is marked by a "T".

### **Services**

Both mains water and mains electricity are located nearby. A main sewer pipe passes under the land.

### **Water**

There is an underground stream entering the land to the South this emanates in issues and later passes under the land to the Northern part of the meadow. There is purportedly another underground stream or flow of water coming from the West passing around the tennis court flowing to the Southern boundary. These comments have been made from the limited knowledge available.

### **Local Utilities**

South West Water, Peninsula House, Rydon Lane, Exeter, Devon, EX2 7HR  
Western Power Distribution, Avonbank Feeder Road, Bristol, BS2 0TB.

### **Local Authority**

Teignbridge District Council, Forde House, Newton Abbot, Devon, TQ12 4XX.

### **Sale**

The owners and the auctioneers reserve the right to amend the description, withdraw from sale or sell before the auction.

### **Wayleaves**

The property is sold subject to Wayleave easements and rights of way whether or not mentioned in the particulars.

### **Plan**

The plan has been adapted from a Land Registry Plan should be used as a guide. Any would be purchaser is advised to make a thorough inspection of the land to be acquainted of its extent and condition.

### **Uplift/Overage Clause**

There is a supplemental Deed setting out the details of a covenant regarding uplift/overage. This runs from 2004 for 25 years. A copy of the Deed is available for inspection.

### **Right of Way**

There is a right of way from the gateway to the land contained within the post and rail fence located East of Church House.

### **Viewing**

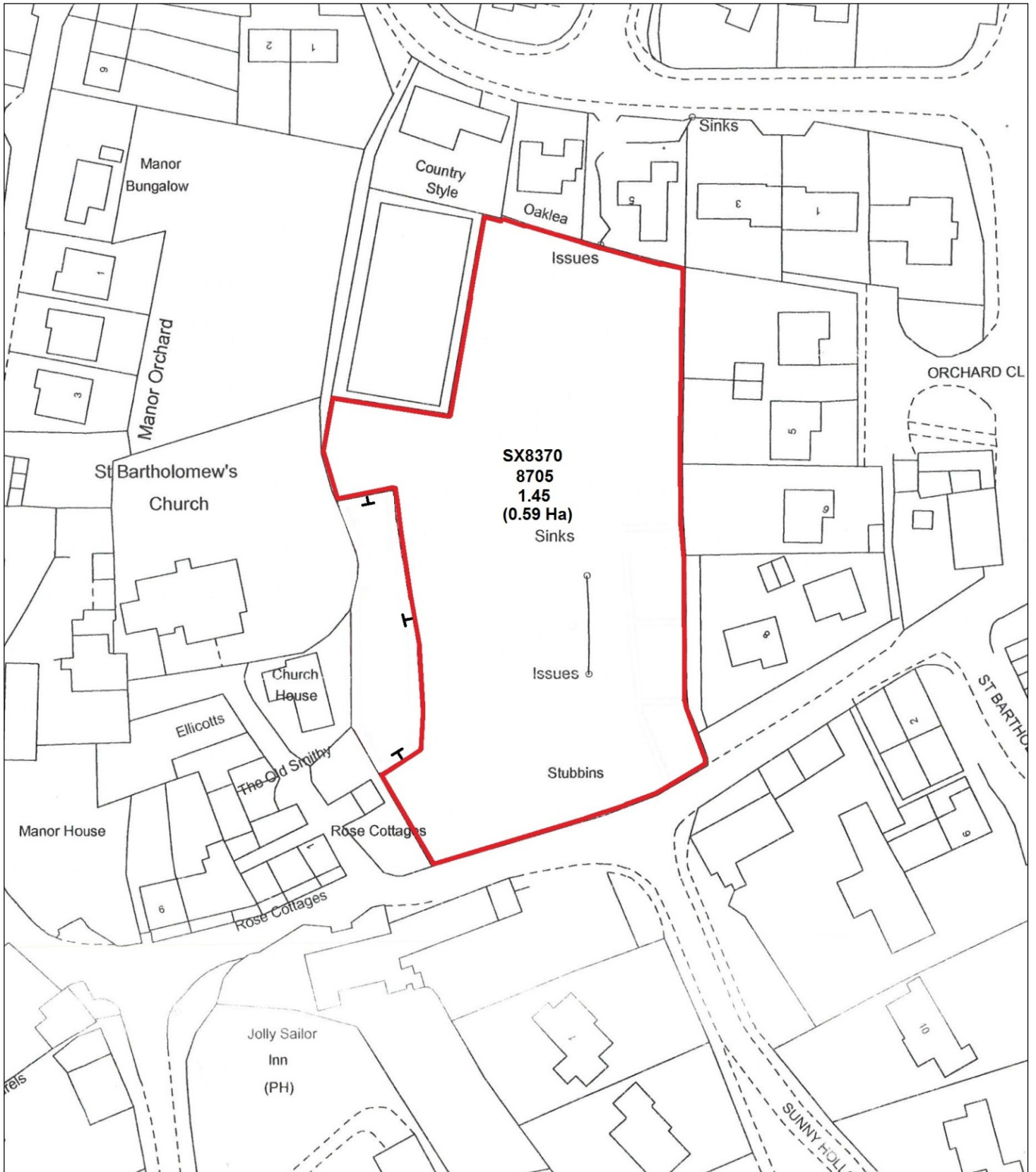
At any time in hours of daylight with these particulars to hand. Please shut the gate when you leave.

**Auction Pack**

This may be inspected at Rendells, Newton Abbot.

Please Telephone 01626 353881 or can be sent by email or posted for a charge of £20 plus VAT.

**Identification Plan for Pond Meadow, East Oghwell**



### Ordnance Survey Plan with Location of Pond Meadow



**CONDITIONS OF SALE**

**in respect 1.45 Acres of Land, Pond Meadow with Spring Water  
to the Centre of East Ogwell Village,  
Newton Abbot, Devon.**

**Title Number DN500001**

**On Wednesday 15<sup>th</sup> March 2017 at 3.00 p.m.**

**1. SPECIAL CONDITIONS**

These Special Conditions apply to the sale of the Property.

**2. DEFINITIONS AND INTERPRETATION**

In these Special Conditions :

- |     |                       |                                                                                                       |
|-----|-----------------------|-------------------------------------------------------------------------------------------------------|
| 2.1 | "the Documents"       | means the documents set out in the First Schedule to these Special Conditions                         |
| 2.2 | "the Particulars"     | means the particulars of sale annexed to these Conditions of Sale                                     |
| 2.3 | "the Vendor"          | means Robert Gwynedd Hughes                                                                           |
| 2.4 | "the Auctioneer"      | means Messrs Rendells of 13 Market Street, Newton Abbot, Devon TQ12 2RL                               |
| 2.5 | "the Purchaser"       | means the person who submits the highest bid accepted by the Auctioneer                               |
| 2.6 | "the Purchase Price"  | means the amount of the successful bid (exclusive of VAT)                                             |
| 2.7 | "the Completion Date" | means 15 <sup>th</sup> April 2017                                                                     |
| 2.8 | "the Interest Rate"   | means the Law Society's Interest rate                                                                 |
| 2.9 | "the Conditions"      | means the Standard Commercial Property Conditions (2nd Edition) and 'Condition' means any one of them |

- 2.10 "the Vendor's Solicitors" means WBW Solicitors of Church House, Queen Street, Newton Abbot, Devon TQ12 2QP (Ref: MAS)
- 2.11 "Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a Statutory Bank Holiday
- 2.12 "the Property" means land at Ogwell known as Pond Meadow, Croft Road, East Ogwell, Newton Abbot, Devon comprised in the Transfer
- 2.13 "the Deed of Covenant" means the model form of Deed of Covenant attached to these conditions
- 2.14 where the context so admits the expressions "the Vendor" and "the Purchaser" include the personal representatives of the Vendor and the Purchaser and the Purchaser shall include any successors in title of the Purchaser
- 2.15 words importing one gender shall be construed as importing any other gender
- 2.16 words importing the singular shall be construed as importing the plural and vice versa
- 2.17 where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons
- 2.18 the clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation
- 2.19 Save where otherwise stated any reference to a numbered condition means the condition in these Special Conditions which is so numbered

### **3. PREVAILING CONDITIONS**

In the event of any conflict between the particulars of sale and these Conditions of Sale these Conditions of Sale shall prevail.

#### 4. MEMORANDUM

The Buyer shall at the close of the sale sign the Memorandum in the form annexed to the Conditions. Time shall be of the essence as to the signature of the Memorandum, the payment of the deposit, and the honouring of any cheque and, if such conditions are not satisfied, the Property may fall to be re-sold and any person whose bid has been accepted shall, notwithstanding that the agreement thereby made shall otherwise be at an end, indemnify the Seller against any losses damages and expenses arising out of the transaction not proceeding to completion

#### 5. DEPOSIT

- 5.1 The Buyer shall at the close of the sale pay a deposit of 10% of the Purchase Price to the Auctioneers, Rendells, who shall hold the money as stakeholders for the Sellers. The money will be held in Rendells Clients Deposit Account at Lloyds Bank Plc, 41 Courtenay Street, Newton Abbot TQ12 2QW, South Devon.
- 5.2 The deposit may be paid by such method as the Auctioneers shall in their discretion accept and the Buyer shall produce such evidence as the Auctioneers may reasonably require of his identity and credit worthiness and if the deposit is paid otherwise than in cash that his instrument of payment will be honoured
- 5.3 If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:-
- 5.3.1 of rescinding the sale or
- 5.3.2 or affirming the sale
- and if the Seller affirms the sale either
- 5.3.2.1 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 and for any losses damages and expenses suffered by the Seller and flowing from the breach of contract by the Buyer or
- 5.3.2.2 the Seller may seek specific performance of the sale

**6. V.A.T.**

No V.A.T. shall be payable on the Purchase Price

**7. COMPLETION**

Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Vendor's Solicitors or where they shall direct

**8. CAPACITY**

The Vendor sells with full title guarantee

**9. INCUMBRANCES**

The Property is sold subject to:

- 9.1 all financial and other restrictions liabilities and obligations arising from or under all local land charges registered prior to on or after the date of the auction and all matters capable of being so registered but not so registered at that date whether arising before on or after that date and
- 9.2 all (if any) overriding interests (as defined by the Land Registration Act 1925 Section 70(1) (as amended)) affecting the Property
- 9.3 all local land charges whether registered or not before the date of this agreement and all matters capable of registration as local land charges whether or not actually so registered
- 9.4 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
- 9.5 all actual or proposed charges notices orders restrictions agreements conditions contravention or other matters arising under the enactments relating to Town and Country Planning
- 9.6 all matters contained in or referred to in the Documents as far as the same still subsist and relate to the Property.
- 9.7 as provided in the Transfer
- 9.8 the Buyer entering into the Deed of Covenant



**10. DISCLAIMER**

The Purchaser admits that:

- 10.1 he has inspected the Property and purchases it with full knowledge of its actual state and condition and takes the Property as it stands
- 10.2 he enters into this agreement solely as a result of his own inspection and on the basis of the terms of this agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Vendor and
- 10.3 this agreement contains the entire agreement between the parties

**11. INCORPORATION OF CONDITIONS OF SALE AND CONDITIONS OF BIDDING**

- 11.1 The Standard Commercial Property Conditions (2nd Edition) shall apply to these conditions so far as they are applicable to a sale by auction and are not varied by or inconsistent with the terms of this agreement
- 11.2 The Auctioneer reserves on behalf of themselves and of the Vendor the following rights:
  - 11.2.1 to fix a reserve price;
  - 11.2.2. to bid on behalf of the Vendor;
  - 11.2.3. without giving any reason to refuse to accept the bids of any person;
  - 11.2.4 the right to alter or add to the Particulars and these Conditions at any time prior to or at the Auction
- 11.3 No bid shall be retracted;
- 11.4 No person shall advance on any bids less than the sum named from time to time by the Auctioneer;
- 11.5 If a dispute arises as to any bidding then at the discretion of the Auctioneer either
  - (a) the Property shall be put up again or
  - (b) the Auctioneer shall determine the dispute and his decision shall be final and binding on all parties

**12. MERGER ON COMPLETION**

The provisions of these conditions shall not merge on completion of the Transfer of the Property to the Purchaser so far as they remain to be performed

**13. TITLE**

The title to the Property is registered under title number DN500001

**14. THE DOCUMENTS**

Copies of the Documents are attached to these Conditions and whether or not he has done so the Purchaser shall be deemed to have inspected them prior to making his bid for the Property and to have full knowledge of the contents of them

**15. RESTRICTION ON REQUISITIONS**

The Purchaser shall be deemed to purchase the Property sold to him with full knowledge and notice of all matters set out or referred to in these special conditions and shall not make any objection or raise any requisition with regard to them or any of them

**16. PROTECTION OF THE AUCTIONEER**

The Auctioneer shall be under no financial liability to the Purchaser or anyone deriving their interest through or under the Purchaser in respect of any matters arising out of the auction or the Particulars of sale or the special conditions of sale

**17. RESTRICTION ON ASSIGNMENT**

17.1 The Agreement referred to in the Memorandum annexed is personal to the Purchaser and shall not be capable of assignment by him (other than to his principal (if any) and then only if the identity of his principal was notified to the Auctioneer in writing prior to the acceptance of the purchasers bid)

17.2 No relaxation forbearance delay or indulgence by the Vendor in exercise of rights or enforcing any of the terms or conditions of this Agreement or in granting of time by the Vendor to the Purchaser shall prejudice affect or restrict the rights or powers of the Vendor under this Agreement nor shall any waiver by the Vendor of any breach operate as a waiver of any subsequent or any continuing breach

17.3 This Agreement shall be construed in accordance with the laws of England and the parties hereto submit to the jurisdiction of the English Courts

**18. SEARCH FEES**

The Buyer shall on demand refund to the Seller all fees paid by the Seller for any official searches and enquiries made of public or Local Authorities in the sum of £235.90

**THE SCHEDULE**

**The Documents**

1. Official Register Copies and Plan DN500001
2. Official copy Transfer dated 21<sup>st</sup> July 2004
3. Copy Supplemental Deed dated 21<sup>st</sup> July 2004
4. Model form of Deed of Covenant
5. Teignbridge District Council Search dated 13<sup>th</sup> February 2017
6. South West Water search dated 14<sup>th</sup> February 2017

**MEMORANDUM**

I/We,

of

**DO HEREBY ACKNOWLEDGE** that I/We have this day agreed to purchase from  
MR ROBIN GWYNEDD HUGHES the Property at the price of  
Pounds

(£ ) subject to the annexed Special Conditions of Sale and I/We have paid to the  
Auctioneers in accordance with Standard Condition 4.1 the sum of

Pounds (£ ) as a ten per cent deposit and  
in part payment of the purchase price and I/We hereby agree to pay the remainder of the purchase  
price and complete the purchase in accordance with the annexed Special Conditions of Sale

**AS WITNESS** my/our hands this                      day of                      2017

.....

Purchase Price                      £

Deposit                                      £

Balance                                      £

As Auctioneers we hereby confirm this sale and acknowledge receipt of the above mentioned deposit

this                      day of                      2017

.....

Rendells for and on behalf of