

**THE BUNGALOW
DACCOMBE**



**22.76 Acres
FOR SALE BY AUCTION
AS A WHOLE OR IN 7 LOTS**

**Auctioneers
Rendells**

**Solicitors
Kitsons**

On the instructions of Mr John Churchward and Mrs Joy Prail
(Executors of the Estate of Mr Norman Frank Churchward)

**HALL, LIVING ROOM, KITCHEN, CONSERVATORY,
3 BEDROOMS, BATHROOM, GARDEN AND PADDOCK.
1.47 ACRES**

4 LOTS OF LAND UNDER GRASS

LOT 2 - 2.07 ACRES

LOT 3 - 4.69 ACRES

LOT 4 – 2.13 ACRES

LOT 5 - 9.95 ACRES

2 MARKET GARDENS

LOT 6 – 1.29 ACRES

(with BUILDINGS)

LOT 7 – 1.16 ACRES

**FOR SALE BY AUCTION AS A WHOLE OR IN LOTS
ON**

WEDNESDAY, 21st March 2018

AT 3:00 P.M.

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

13 Market Street

Newton Abbot

Devon

TQ12 2RL

Ref: CCM/JMP

Tel: 01626 353881

www.rendells.co.uk

Email: ccm.rendells@yahoo.co.uk

Edginswell Park

Minerva House

Orchard Way

Torquay

Devon

TQ2 7FA

Telephone: 01803 202020

Email:

GENERAL REMARKS AND STIPULATIONS

The bungalow and adjoining land stands on the North side of the road running from Coffinswell to Dacombe in a rural area of farmland and country dwellings, it is on a south slope enjoying a good outlook. The property has been owned by the Churchward family for many years and is now available on the open market to purchase as a whole or in 5 Lots and whilst situate in the country, the towns of Newton Abbot and those adjoining the sea at Torbay are not far away.

Tenure

The property is freehold with vacant possession on completion on 20th April 2018

Boundary Ownership

Where known is marked by a "T".

Services

Main electricity is connected to Lot 1.

Main water is connected to Lots 1, 3 and 6.

Drainage for Lot 1 flows to a septic tank on land on the opposite side of the road in lot 7 marked "S T" on the plan. A right to maintain and repair or replace will be granted.

Lots 4 and 5 will be granted rights to lay a water pipe under Lots 2 and 3 respectively to connect to the South West Water main in the road on condition that the land is reinstated to the satisfaction of the owner. The water pipes must be laid with 1 year of completion of purchase.

Restrictions

There will be a covenant in favour of Lot 1 over the areas of land cross hatched on the sale plan, restricting the erection of a permanent or temporary building, standing of any structures, implements, machinery, vehicles or anything whatsoever on that area including silage, bags, hay bales, troughs.

Access to Lots 1, 2 and 3 is from the road and to Lot 4 is from Downaway Lane.

Access to Lot 5

Lot 5 shall have the right of access at any time for rubber tyre vehicles over an area 12 feet from the foot of the hedge marked A to B to C on condition that the current building is removed and nothing is left to stand on that right of way. The purchaser may construct a track of stone or hardcore to a maximum width of 12 feet from the base of the hedge.

The Building on Lot 3 shall be removed by the Purchaser of that Lot within two months of completion.

Sale

The owners and the auctioneers reserve the right to amend the description of any Lot, sell as a whole or in Lots in whichever order they wish, withdraw from the sale or sell by private treaty before the auction.

Rights of Way, Consents and Wayleaves

The property is sold subject to all of these whether or not stated in these particulars.

Fence

The purchaser of Lot 2 shall erect a fence of tandalised post and galvanised iron stock netting and 2 strands of galvanised barbed wire along the line D to E within 2 months of completion and maintain it in a good stock proof condition.

The purchaser of Lot 6 shall erect a tandalised post with four rail fence between the points G to F as indicated on the sale plan and also be responsible for removing the concrete block wall of the planter base.

Basic Payments

Will be transferred to the purchaser if sold as a whole otherwise the seller reserves the right to dispose of the entitlements.

Plan

The plan has been prepared through Promap all would be purchasers are advised to make a thorough inspection of the property.

Local Authority

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

Council Tax band for the bungalow in Lot 1 is: D.

EPC: The EPC rating is band F. A copy may be inspected at Rendells Newton Abbot.

Viewing

The bungalow may be viewed on Wednesdays and Saturdays between 11.00 a.m. and 12.00 noon by presentation of these particulars.

The land may be viewed at any time on foot in the hours of daylight with these particulars to hand. Please close the gates behind you.

Postcode of Bungalow

TQ12 4ST.

Directions

Leave Newton Abbot for Torquay, turn off for Kingskerswell and just before Kingskerswell turn left, go through Coffinswell to Dacombe and The Bungalow is the first property on the left.

Identification

The Purchaser or Purchasers shall provide proof of identity by presentation of a current driving licence with photograph or a current passport and a recent utility bill.

Payment of Deposit may be:-

- 1) By cash.
- 2) Debit card (not credit card)
- 3) Cheque

Solicitors' Auction Information

This may be inspected at Rendells, 13, Market Street, Newton Abbot, Devon, TQ12 2RL or online at www.rendells.co.uk>rural>marketforland.

THE BUNGALOW

Situation:

The Bungalow is situated in a community of four properties on the fringe of the quiet hamlet of Dacombe which is less than a mile from the popular village of Coffinswell with its pretty thatched cottages, church and well reputed Restaurant/Inn. Dacombe is within three miles of the thriving market town of Newton Abbot with its good range of shops, schools, leisure facilities and hospital. The main line railway station at Newton Abbot brings London within 3 hours travelling. There is easy access to the recently upgraded A380 and A38 and the commercial centres of Plymouth, Exeter, the M5 motorway and beyond. The resort of Torbay with its sailing and water sport facilities is within a similar distance. Additionally "The Willows Shopping Centre" with major high street stores such as Marks & Spencer and Next together with the largest Sainsburys in the South West is within a few minutes drive.

Description:

The bungalow is constructed from brick and block walls which are mostly rendered standing under a tile roof. The gutters and down pipes are painted, the soffits and fascias are timber. The chimneys are rendered brick. The wall cavities were injected with insulating foam.

The accommodation comprises:

Through uPVC obscure double glazed door into:

Entrance Porch: 3' 8" x 3' 1" (1.12m x 0.94m)

Tiled floor, glazed door into:

Reception Hallway:

Hatch to roof space, doors to airing cupboard housing immersion heater, doors to various rooms.

Sitting Room: 14' 6" x 13' 0" (4.42m x 3.96m)

uPVC double glazed bay window to the front aspect with window seat and cupboard below, wall lights, tiled fireplace with wood surround and cast iron oil fired burner.

Bedroom Two: 11' 2" x 10' 5" (3.40m x 3.17m)

uPVC double glazed window to the side aspect, wall light, fitted cupboards.

Kitchen: 17' 11" x 11' 7" (5.46m x 3.53m)

uPVC double glazed windows to the side aspect, vinyl floor, inset Rayburn Royal oil fired stove standing on a tiled hearth, door to shelved larder with mesh window, range of wall and base cupboards and drawers with work surface over and splash backs, inset stainless steel single sink with drainers to each side and chrome taps, stable door

opening into:

Conservatory: 13' 2" x 7' 11" (4.01m x 2.41m)

uPVC double glazed windows to two aspects and door to the rear yard, polycarbonate roof, quarry tiled floor.

Bedroom One: 13' 7" x 10' 11" (4.14m x 3.32m)

uPVC double glazed window to the front aspect, wall lights, range of fitted wardrobes, cupboards and drawers.

Bathroom: 8' 3" x 6' 11" (2.51m x 2.11m)

Two uPVC obscure double glazed windows to the side aspects, vinyl floor covering, pink suite comprising W. C. Wash basin with chrome taps, bath with chrome taps and shower attachment, electric towel rail.

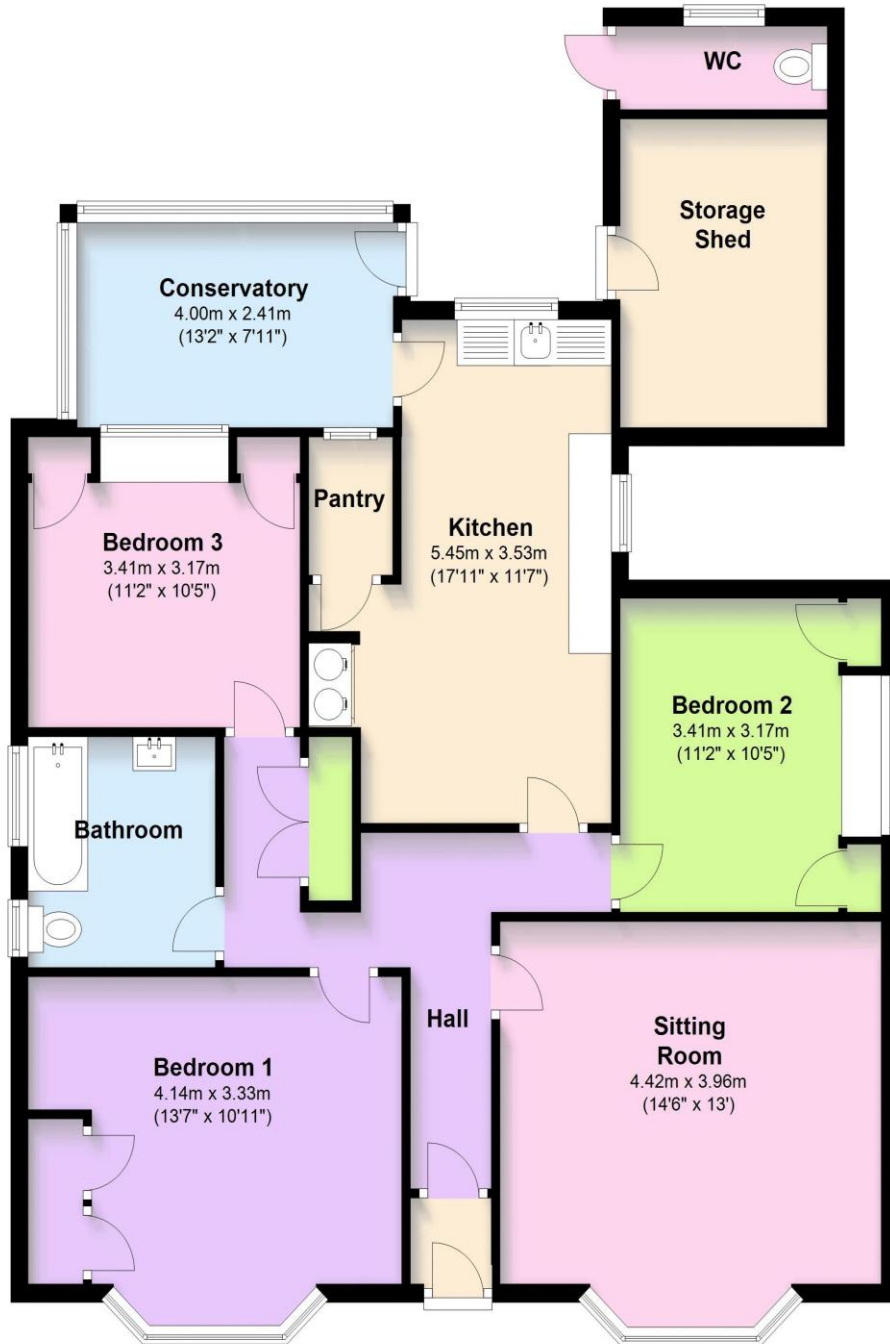
Bedroom Three: 10' 5" x 10' 10" (3.17m x 3.30m)

uPVC double glazed window to the conservatory, fitted wardrobes and cupboards.

Outside:

A hardstanding drive leads from the roadside to the South to provide private parking. To the front, West side and rear of the property are gardens of grass lawn, shrub beds and some trees. There is a connected outdoor W.C. and storage shed constructed of concrete block under a sheet steel roof. (Approx 15' x 8'). To the North end of the garden is a dilapidated concrete block building of about 20' x 15' with asbestos roof (formely used as a house for poultry). The building is in poor order and the roof has fallen in. There is a paddock like garden. The whole area extends to about 1.47 acres.

Ground Floor



All measurements are approximate
Plan produced using PlanUp.

The Bungalow, Dacombe

Farm Land:

The land is under grass overlying the renowned red Devonian soil. The land in Dacombe tends to have a high clay content well suited for arable and horticultural farming to produce high grade crops.

Lot 2:

Lot 2 is 2.07 acres of pasture with gateway access from the road and with the benefit of a main water supply. Note that the purchaser will be responsible for erecting a fence between points D and E as shown on the plan. The fence to be completed within 2 months of completion of purchase.

Please note the restrictions regarding building and other matters within the area hatched on the sale plan.

Lot 3:

4.69 acres of pasture land with 2 field gates to the road. Main water connected. Note access and Right of way. Please note that a right of access to Lot 5 has been reserved. See the general remarks and stipulations. Also please note restrictions in the area cross hatched as on the sale plan.

Lot 4:

2.13 acres of paddock with access from Dacombe Lane. A right has been reserved to lay a water pipe under Lot 2.

Lot 5:

A field of 9.95 acres with a right reserved to lay a water pipe under Lot 3. A right of access over Lot 3. See general remarks and stipulations.

Access via a metal gate from the road:

MARKET GARDENS**Lot 6:****Land:**

A small near level field of reasonable pasture amounting to about 1.29 acres with timber post and rail fencing to one side and mature cut hedgerows to the other boundaries. There are some young trees growing in the bottom hedgerow.

Store: 56' 0" x 9' 0" (17.06m x 2.74m)

Stone and brick construction with a galvanised corrugated roof, windows, accessed by an opening at one end.

Lean To Greenhouse: 47' 0" x 9' 6" (14.31m x 2.89m)

Brick construction, concrete floor, timber framed sloping roof covered with glass panes and clear polyurethane, timber shelving to one side, steel tubular shelving to the other side, water tank and trough to far end, accessed by a glazed panel door.

1) - Poly Tunnel/Greenhouse: 65' 0" x 11' 6" (19.80m x 3.50m)

Brick base, timber framed pitched roof covered in clear polyurethane, concrete path to centre with brick finished sides and plant beds to each side, timber panel doors to each end.

2) - Poly Tunnel/Greenhouse: 65' 0" x 11' 6" (19.80m x 3.50m)

Brick base, timber framed pitched roof covered in clear polyurethane, concrete path to centre with brick finished sides and plant beds to each side, timber panel doors to each end.

The poly tunnels/greenhouses are surrounded by concrete pathways with some further planting beds to the far side.

Poly Tunnel/Greenhouse Base:

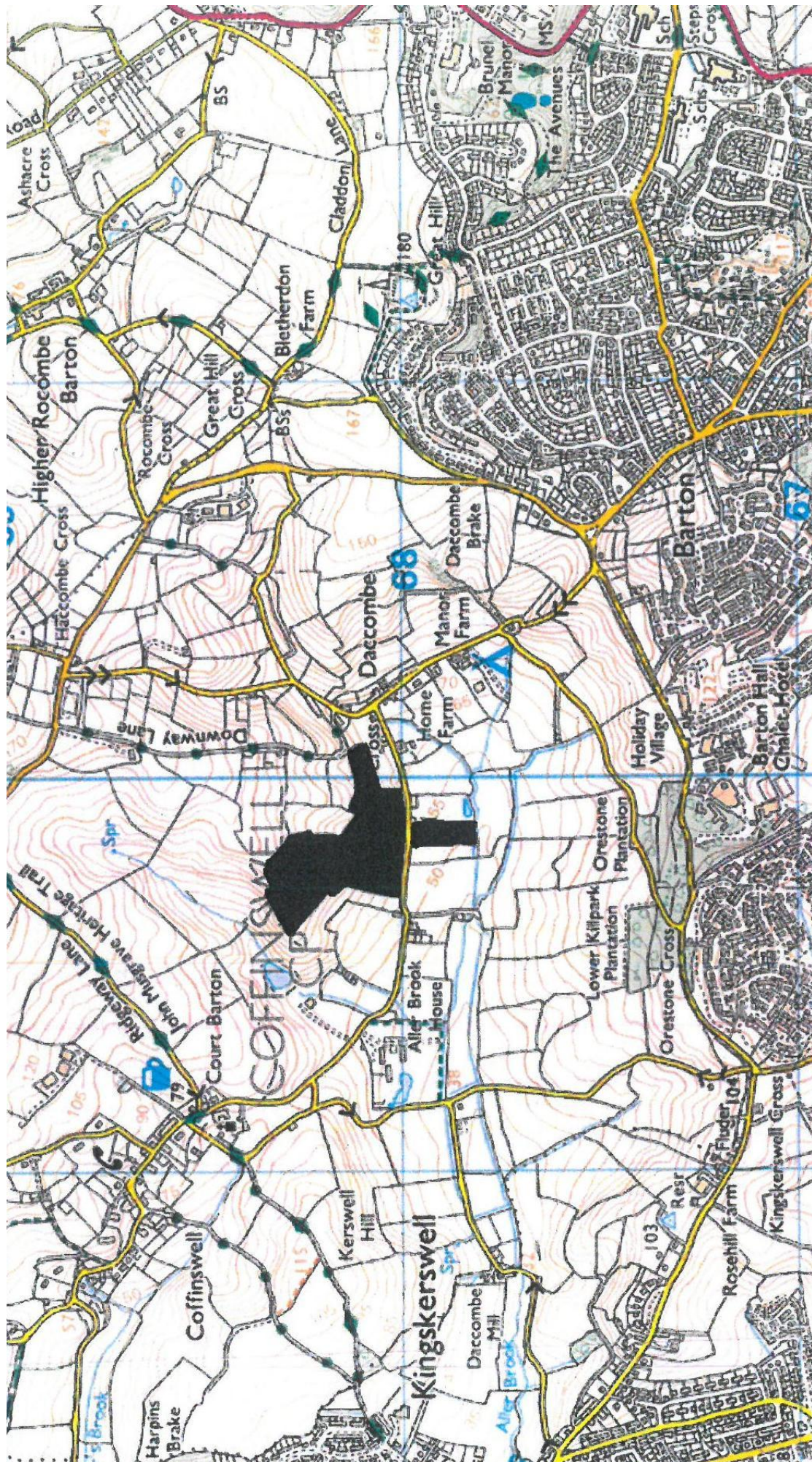
Situated close to the centre of the land with block work finished base filled with gravel.

Lot 7:

Land:

A gently sloping field of pasture amounting to about 1.16 acres with mature hedgerows. There are mature trees to the bottom of the field.

Poly Tunnel/Greenhouse Frame:





⑤
7825
9.95

③
7610
4.69

①
8708
1.05

0208
2.13

②
9205
2.07

⑦
8491
1.16

⑥
8889
1.29

Home Farm

Little

Apple Tree Bar

White Cottage

Black Cottage

Blue Cottage

Green Cottage

Yellow Cottage

Red Cottage

Pink Cottage

Grey Cottage

White Cottage

Black Cottage

Blue Cottage

Green Cottage

Yellow Cottage

Red Cottage

Pink Cottage

Grey Cottage

White Cottage

Black Cottage

Blue Cottage

Green Cottage

Yellow Cottage

Red Cottage

Pink Cottage

Grey Cottage

White Cottage

Black Cottage

Blue Cottage

Green Cottage

Yellow Cottage

Red Cottage

Please complete this registration form and hand to the auctioneer
or a member of Rendells' staff before the auction

The Bungalow and Land at Dacombe	
Full Name(s):	
Correspondence Address:	
Post Code:	
Work/Home Tel:	Mobile:
Email Address:	
Solicitor	
Company:	Attention:
Address:	
Post Code:	
DX (if known):	Tel:
Email:	

CONDITIONS OF SALE
**in respect of The Bungalow
and land
at Dacombe, Newton Abbot, South Devon**

**Title Number DN690143
On**

Wednesday 21st March 2018 at 3.00 p.m.

GENERAL CONDITIONS OF SALE

Note: These General Conditions of Sale should be read with the Auctioneers' Particulars of Sale (and with any Special Conditions of Sale which will be annexed).

1. Definition and Interpretation

In these Special Conditions of Sale and Standard Conditions of Sale unless the context otherwise requires the following expressions shall have the following meanings assigned to them:

- | | |
|--------------------------|--|
| “the Auctioneers” | mean Messrs Rendells of 13 Market Street, Newton Abbot, South Devon, TQ12 2RL. |
| “the Particulars” | mean the Particulars of Sale prepared by the Auctioneers in respect of the above auction. |
| “the General Conditions” | mean the General Conditions of Sale. |
| “the Special Conditions” | mean the attached Special Conditions of Sale. |
| “the Memorandum” | means the Memorandum annexed to the Special Conditions. |
| “the Property” | means The Bungalow and 4 Lots of Land under Grass at Dacombe, Newton Abbot, South Devon. |
| “the Auction” | means the auction to be held on Wednesday the 21 st March 2018 at 3.00pm at the The Jolly Farmer, Market Street, Newton Abbot, South Devon, TQ12 2RB. |

“the Seller”	means Mr John Churchward and Mrs Joy Prail (Executors of the Estate of Mr Norman Frank Churchward.
“the Seller’s Solicitors”	means Messrs. Kitsons, Edginswell Park, Minerva House, Orchard Way, Torquay, South Devon, TQ2 7FA.
“the Buyer”	means the person who submits the highest bid accepted by the Auctioneers in respect of the Property.
“the Buyer’s Solicitors”	means the person or firm named as such in the Memorandum annexed to these Special Conditions.
“the Purchase Price”	means the amount of the successful bid.
“the Completion Date”	means the 20 th day of April 2018.
“the Interest Rate”	means 5% over the base rate of Lloyds Bank Plc from time to time.
“the Standard Conditions”	means the Standard Conditions of Sale (5th Edition).
“Working Day”	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.
“Interpretation of Special Conditions and Standard Conditions”	Words importing one gender shall be construed as importing any gender Words importing the singular shall be construed as importing the plural and vice versa Where any party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities

Clause heading do not form a part of these conditions and shall not be taken into account in its construction or interpretation.

“the Perpetuity Period” in the context of the Special Conditions shall mean a period of 125 years.

2. General and Special Conditions of Sale

2.1 The Property is sold subject to the General Conditions and the Special Conditions.

2.2 In the event of any conflict between the General Conditions and the Special Conditions then these Special Conditions shall prevail.

3. 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.

4. Deposit

4.1 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.

4.2 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.

4.3 If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:-

4.3.1 of rescinding the sale or

4.3.2 or affirming the sale

and if the Seller affirms the sale either

4.3.2.1 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

4.3.2.2 the Seller may seek specific performance of the sale.

5. Completion

5.1 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 Seller's Solicitors or where they may direct.

5.2 In the event that the actual completion shall take place after 12 noon on a Working Day then for the purposes of making apportionments (if any) the date of actual completion shall be deemed to be the next Working Day.

5.3 The Seller shall not be required to transfer the whole or any part or parts to any person or body other than the Buyer who signs the Memorandum.

5.4 Payment of the balance of the purchase price is to be made in pounds sterling and only by way of direct transfer to the sellers Solicitors account.

6. Notice to Complete

6.1 The Seller or Buyer may on or after the agreed completion date give the other Notice to Complete within ten business days excluding the date on which the notice is given making time of the essence.

- (a) The person giving the notice must be ready to complete.
- (b) If the Buyer fails to comply with the Notice to Complete the Seller may, without affecting any other remedy the Seller has
 - (i) rescind the Contract
 - (ii) claim the deposit
 - (iii) forfeit the deposit
 - (iv) re-sell the Lot and
 - (v) claim damages from the Buyer.
- (c) If the Seller fails to comply with a Notice to Complete the Buyer may, without affecting any other remedy the Buyer has,
 - (i) rescind the Contract and
 - (ii) recover the deposit from the Seller or, if applicable, a stakeholder.

6.2 If the Contract is rescinded or otherwise brought to an end

- (a) The Buyer must return all papers to the Seller and appoint the Seller as its agent to cancel any registration of the Contract.
- (b) The Seller must return the deposit and any interest on it to the Buyer (and the Buyer may claim it from the stakeholder if applicable) unless the Seller is entitled to forfeit the deposit under the above condition 6.1.

7. Capacity and Covenants of Title

The Seller sells as registered proprietor with full title guarantee.

8. Possession

The land is sold with vacant possession on completion.

9. The Registered Title

The registered title is DN690143. .

10 Encumbrances

10.1 The Property is sold subject to all matters referred to in these Conditions.

10.2 Whether or not the Buyer shall have inspected any of the documents referred to in these conditions and the Special Conditions relating to any of those matters he shall be deemed to purchase with full knowledge of them and their contents and shall not make any objection nor raise any requisition in relation to them notwithstanding any partial incomplete or inaccurate statement in those Conditions.

10.3 The Buyer accepts the title of the Seller to the Lot as at the Contract date and they raise neither requisitions nor objections except in relation to any matters following the Contract date.

10.4 Unless otherwise stated in the Special Conditions the Seller sells with Full Title Guarantee except that

i) All matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the Buyer and

ii) An implied Covenant as to compliance with the Tenants obligations under leases does not extend to the state or condition of the Property where the Property is Leasehold Property.

10.5 The Transfer is to have effect as if expressly subject to all matters subject to which the Property is sold under the Contract.

10.6 Unless a form of Transfer is set out in the Special Conditions

i) The Buyer must supply a draft Transfer to the Seller at least ten business days before the agreed completion date and the engrossment five business days before that date or if later two business days after the draft has been approved by the Seller and

- ii) The Seller must approve or revise the draft Transfer within five business days of receiving it from the Buyer.

10.7 If the Seller remains liable in any respect in relation to the Lot following completion the Buyer is specifically to covenant in the transfer to indemnify the Seller against that liability.

11. Other matters affecting the Property

The Property is sold subject to:-

11.1 all local land charges whether registered or not before the date of the Memorandum and all matters capable of registration as local land charges whether or not actually so registered and matters that ought to be disclosed by the searches and enquiries made by a prudent buyer whether or not the buyer has made them.

11.2 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 the Memorandum.

11.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning.

11.4 all rights including rights of way (whether public or private) light support drainage water and electricity supplies and other rights and obligations easements and quasi-easements and all existing proposed wayleaves for masts pylons stays cables drains and water gas and other pipes and all other matters affecting the Property whether or not the same are apparent.

11.5 Matters registered or capable of registration by any competent authority or under the provisions of any statute.

11.6 Outgoings and other liabilities.

- 11.7 Anything that is an overriding interest within the meaning of the Land Registration Act 2002.
12. Disclaimer
- 12.1 A copy of the Particulars the General Conditions and the Special Conditions relating to the Property having been available for inspection at the offices of the Seller's Solicitors and the Auctioneers for not less than 14 days prior to the date of the Auction the Buyer shall be deemed to purchase with full knowledge thereof whether the same shall have been inspected by the Buyer or his Solicitors and the Buyer shall not be entitled to raise any enquiries or requisitions in respect of thereof.
- 12.2 The Property is believed and shall be taken to be correctly described in the Particulars, the General and the Special Conditions but any incorrect statement error or omission which may be discovered in the description thereof the Auctioneers general remarks, the Plans, or in the documents of title, shall not annul the sale and nor shall the Buyer claim or be entitled to any compensation in respect thereof, provided that such error or omission does not materially affect the market value of the Property.
- 12.3 The Property is sold in its present state of repair and condition and the Buyer shall be deemed to have full notice and knowledge thereof and shall make no requisition or objection in respect thereof.
- 12.4 The Buyer acknowledges that, having inspected the Property, he enters into the purchase or any agreement collateral thereto on the basis of his own inspection and enquiries of the relevant authorities and on the Seller's Solicitors written replies to his own or his Solicitor's enquiries and not on reliance upon any other express or implied representation, whether made orally or in writing, by or on behalf of the Seller.

12.5 The Buyer shall not object or raise a requisition to any minor discrepancy between the size of the Property as given in the Particulars, the General and the Special Conditions and as evidenced by the title deeds or between the plans annexed to the title deeds; in each case the latter shall prevail. In the event of any variation or inconsistency between the Particulars, the General and the Special Conditions, the latter shall apply.

12.6 The Buyer is not relying on the information contained in the particulars or in any replies to the preliminary enquiries but on the Buyers own verification of that information.

13. Incorporation of the Standard Conditions

The Standard Conditions shall apply to these Conditions so far as they are applicable to a sale by auction and are not varied by nor inconsistent with the terms of these Conditions including the Special Conditions.

14. The Conditions of Bidding

14.1 The auction is subject to a reserve price and the Seller reserves the right through the Auctioneers or other person appointed by them to bid up the reserve price.

14.2 The Auctioneers reserve the right to regulate the bidding and the right (without giving any reason) in their sole discretion to refuse to accept a bid

The Auctioneer's decision shall be final should any dispute arise as to the conduct of the auction.

15. Searches

The Seller's Solicitors shall make the usual search and enquiries of the Local Authorities. The replies to the searches and enquiries shall be handed over to the Buyer after the Auction and the Buyer shall on completion reimburse the Seller with the cost of £ being a proportionate part of the costs of such

– See Special Conditions of Sale.

16. Merger on completion

The provisions of the General and Special Conditions shall not merge on completion of the sale of the Property to the Buyer so far as they remain to be performed.

17. Law of Property (Miscellaneous) Act 1994

17.1 For the purposes of Section 6.2.a of the said Act all matters recorded at the date of the Memorandum in Registers open to public inspection are to be considered within the actual knowledge of the Buyer.

SPECIAL CONDITIONS OF SALE

See overleaf.

