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17th April 2023

Email

Messrs A B & S Estate Agents
24, Batchen Street
Elgin
Moray IV30 1BH

Lorraine Law
Direct Dial: 0141 648 0940

Lenzie Branch
96 Kirkintilloch Road,
Lenzie, G66 4LQ
DX 556802 LENZIE

Dear Sirs,

For the purposes of this offer and the Scottish Standard Clauses (Edition 5) after mentioned:

The Purchaser means Martin and Irene McCafferty residing at 98 Brackenbrae Avenue, Bishopbriggs G64 2DU.

The Property means 3 Forsyth Street, Hopeman, Elgin IV30 5ST, together with any garden, carport, garage, parking space and/or outbuildings pertaining thereto and all other parts and pertinents.

The **Purchase Price** is FOUR HUNDRED AND SIXTY FIVE THOUSAND POUNDS STERLING (£465,000).

The **Date of Entry** means the day when vacant possession of the Property will be given in exchange for the Price and will be such date as may be mutually agreed in writing.

The Purchaser hereby offers to purchase from your client (hereinafter referred to as "the Seller") the Property at the Price and upon the conditions contained in the Scottish Standard Clauses (Edition 5) specified in the Deed of Declaration by The Conveyancers Forum dated 17 June and registered in the books of Council and Session for preservation on 24th June, both 2022, and upon the following further conditions: -

1. The Price will include the following additional items (if any): carpets and floor coverings, blinds, curtains, all white goods (integrated or otherwise), kitchen and bathroom fittings, all light fittings, garden shed, smoke alarms and burglar alarm system.
2. This offer unless earlier withdrawn is open for immediate verbal acceptance, with written acceptance reaching us no later than 5pm on the fifth working day following the date of this offer, and if not so accepted shall be deemed to be withdrawn.

3. It is an essential condition of the missives, that the Seller at their sole expense, exhibit to the Purchaser, prior to conclusion of missives, a satisfactory Home Report for the Property (to include Property Questionnaire, Single Survey, Mortgage Valuation Report and Energy Performance Certificate) in terms satisfactory to the Purchaser and their Lender, of which they shall be the sole judge, failing which the Purchaser shall be entitled to resile from the contract without penalty. Should a refresh of the Home Report be required by the Purchaser and/or their Lender, then this will be provided at the Seller's expense.
4. With regard to clause 18 of the said Scottish Standard Clauses the Legal Report shall include a search in the Register of Insolvencies against the Seller and the Purchaser.
5. If there has been a gratuitous alienation or conveyance for no consideration, or sale at less than full market value of the Property within the five years prior to the date of settlement, the Purchaser will be entitled to require the Seller to exhibit evidence to satisfy the Purchaser that the Disposition of the Property for less than full market value or for no consideration will not be subject to reduction in terms of Section 34 of the Bankruptcy (Scotland) Act 1985. If such evidence cannot be supplied by the Seller, the Purchaser will be entitled but not bound to rescind, without penalty, the contract to follow hereon.
6. At the date of settlement, the seller warrants that the Property is not affected by any repairs grant or improvement grant applications or conditions and that no such grants will be registered against the Property as at settlement of this transaction. In the event that such a grant is registered against the Property as at settlement of this transaction then the Purchaser and/or the Purchaser's Lender will require to approve the existence and terms of such grant, failing which the Purchaser shall be entitled to resile from the Missives to follow hereon and that without penalty.
7. It is expressly agreed between the parties that formal missive letters transmitted by email and facsimile shall be of the same legal effect as those delivered in principal.
8. It is an essential condition of these missives that the Purchaser concludes missives for the sale of their own property at 98 Brackenbrae Avenue, Bishopbriggs G64 2DU, prior to the date of entry, failing which the Purchaser will be entitled to resile from the missives to follow hereon without penalty due to or by either party.

Yours faithfully,



Witness
96 Kirkintilloch Road
Lenzie, G66 4LQ