



Property Particulars

FOR SALE

**Upper Flat
4 New Street
Darvel
KA17 0HB**

**Reduced Price
Offers over £33,000
Invited**



**Council Tax
Band A**

CLOSING DATE

12 noon, Monday 17th September 2018

**Telephone: 01563 576154 or 01563 576184
Email: estates.management@east-ayrshire.gov.uk**

These particulars are believed to be correct, but are supplied for information only and no reliance should be placed thereon. They are not deemed to form any contract or part of a contract which may be entered into. East Ayrshire Council does not bind itself to accept the highest or any offer. In supplying these particulars the Council is not issuing Instruction and will not, therefore, bear liability for agents or other fees. No person in the Employment of East Ayrshire Council has any authority to make any representations or warranties whatever in relation to this property.

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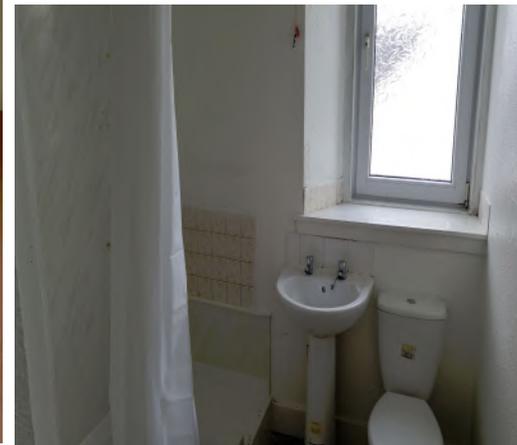
A good sized two bed roomed first floor flat within a two storey development, comprising a living space, two double bedrooms, kitchen and shower room.

The property is double glazed and benefits from gas central heating. The building is of sandstone construction with a roughcast render to the rear and side (gable) and a pitched and slate tiled roof. The property is accessed by means of a private entrance stairwell from the ground floor.

Council Tax Band A
EPC Rating – C

Travelling Directions:

From Kilmarnock take the A71 at the Bellfield Interchange and carry on until you reach Darvel. Upon entering Darvel, New Street is the first road on the left.



The subjects are located within a predominantly residential area within the former textile town of Darvel. Darvel is situated, along with neighboring towns of Newmilns and Galston, within the Irvine Valley. Darvel is the furthest East of the Irvine Valley towns and is connected via the main A71, which runs from Irvine on the west coast to Edinburgh on the east. Darvel is located approximately ten miles east of Kilmarnock and twenty seven miles south of Glasgow. Darvel is also within easy reach of Ayr, located approximately twenty miles to the south west, and to both Glasgow Prestwick and Glasgow International Airports.

The town of Darvel offers a general range of local amenities. Regular public transport is available to neighboring towns and also to Kilmarnock and from there to Glasgow and Ayr.

Darvel has a population of approximately 3,871 (2011 Census).

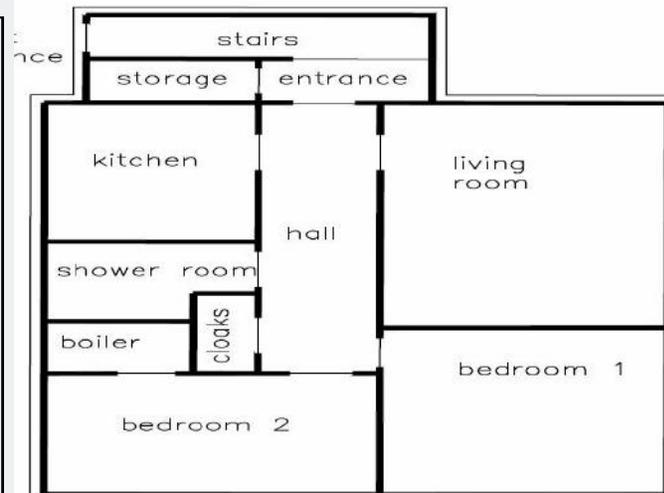
Please note that the successful purchaser will require to purchase the subject in its existing condition and the Council will have no obligation to carry out any repairs/maintenance to the property between the date of offer and the date of settlement. The Council will not be responsible for any deterioration to the property between the said dates.

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Room Dimensions:

Lounge:	4.16 X 4.84
Kitchen:	2.80 X 2.69
Bedroom One:	4.16 X 4.22
Bedroom Two:	4.07 X 3.02
Shower Room:	2.80 X 1.99 (at widest point)



For viewing, by appointment, or a copy of the Home Report please contact:

East Ayrshire Council
Estates Management
Council HQ
London Road
Kilmarnock KA3 7BU

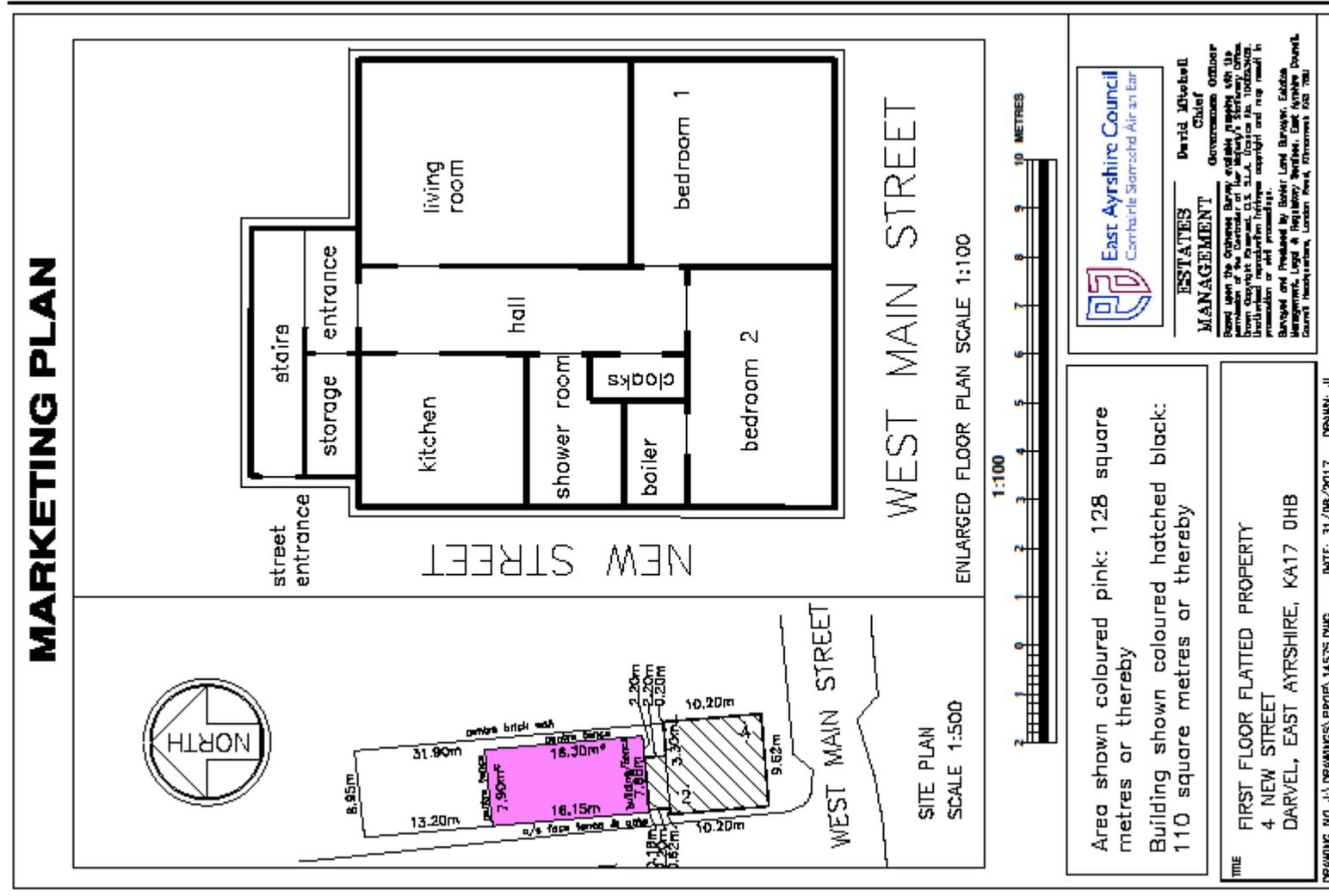
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CONDITIONS OF SALE

1. Acceptance of a prospective purchaser's offer by the Council, as a preferred bidder, should not be construed by the prospective purchaser as acceptance of the proposed use/development by the Council, nor will it prejudice the proper determination of any separate planning application.
2. Any offer conditional on obtaining planning consent must include details of the proposal for which consent will be sought. This should specify the proposed number of units/floor space upon which the offer is based and must be supported by drawings showing the layout of the proposed development.
3. The successful purchaser will (i) in terms of contract assume all environmental liabilities that may arise in respect of the Subjects (ii) acknowledge that the Council will rely upon the statutory exclusion Test 3 provision in Part IIA of the Environmental Protection Act 1990 as applied by the Contaminated Land (Scotland) Regulations 2005 by selling the Subjects with information and (iii) will indemnify the Council against all environmental liabilities in relation to the Subjects. Appropriate and detailed clauses to this effect will be incorporated in the missives of sale
4. The date of entry shall be 28 days after the date of conclusion of missives or such other date as may be mutually agreed. Vacant possession shall be given on the date of entry in exchange for payment of the purchase price or the balance outstanding in the event of a deposit having been paid on conclusion of missives.
5. On conclusion of missives which are, for any reason, conditional or suspensive, a deposit of 10% of the purchase price will be paid by the Purchaser to the Council and this deposit will be returnable only in the event of the Purchaser being unable to obtain a consent consistent with the planning information contained in these particulars or in the event of the purchaser failing to complete the sale for reasons attributable to the seller.
6. It is an essential condition of any successful offer which contains a clause such as or similar to that outlined in Condition 2 above, that a separate planning application must be lodged with the planning authorities for the alternative proposals as set out in the said offer.
7. The successful offeror must lodge any planning application(s) with the planning authorities within 4 weeks of the date of conclusion of missives or such other date as may be agreed within the missives. The successful offeror will be required to obtain the requisite planning permissions within a period of 16 weeks from the date of conclusion of missives or such other date as may be mutually agreed within the missives.
8. Where there are any buildings on site, any moveable property contained within is unless otherwise specified in the marketing particulars excluded.
9. Any security panels which have been installed by the Council should not in any way be construed as part of any heritable fixtures and fittings. These panels shall remain in the possession of the Council and shall be removed by the Council on or as soon after the date of entry as is reasonably practicable. The Council does not undertake to reinstate any damage caused by the fitting or subsequent removal of these panels.
10. It is understood that the purchaser has satisfied themselves as to the suitability of the subjects of sale for the envisaged development.
11. As part of the standard procedure of due diligence where offers to lease or purchase property from the Council are received, the Council may require to seek a personal credit check on the individual(s) concerned. In this respect, a letter of consent for signature will be issued when a tender envelope is requested and should be returned to the Council, along with the formal offer to purchase.
12. The Council offers the property to the market in its current condition and state of repair. The Council will not be responsible for any deterioration in the condition of the property between the date of offer and date of settlement, inclusive of any deterioration due to latent or inherent defects.

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