



Property Particulars



FOR SALE

**Lower Flat
59 Keir Hardie Hill
Cumnock
KA18 1PP**

**Reduced Price
Offers over
£28,000
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 three bedroomed ground floor flat within a two storey development, comprising a living space, three double bedrooms, kitchen and bathroom.

The property is double glazed and benefits from gas central heating. The main building is brick built with a roughcast render and a pitched and tiled roof. Access to the property is from the side.

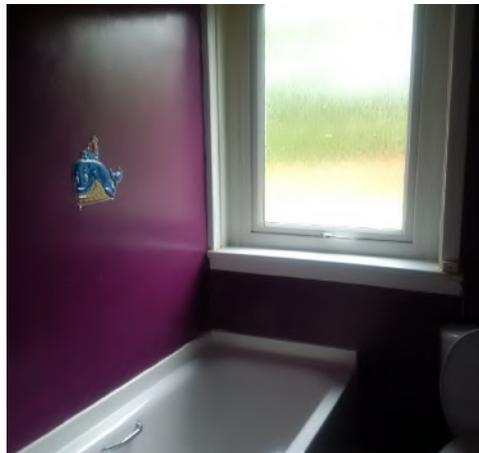
Council Tax Band A



The dwelling is in a predominantly residential area of the former market & mining town of Cumnock. Located to the south of East Ayrshire, Cumnock is connected via the A76 to Kilmarnock & then the A77 (M77) to Ayr & Glasgow. The A76 is also a main route south leading to Dumfries. Cumnock is approximately 16 miles south of Kilmarnock (30 min drive), 15 miles east of Ayr (30 min drive) & 37 miles south of Glasgow (55 min drive).

Travelling Directions:

From Bellfield interchange, Kilmarnock (from the M77/A77) take the A76 south. Carry on through Mauchline until you reach Cumnock. Take the A70 turnoff into Cumnock and then turn left into New Bridge Street (A70). Continue until you reach the first entrance to Keir Hardie Hill on the left. Continue around and the dwelling is on the left.



Cumnock offers a good range of local amenities. Regular public transport is available to neighboring towns & also to Kilmarnock, Ayr and Glasgow.

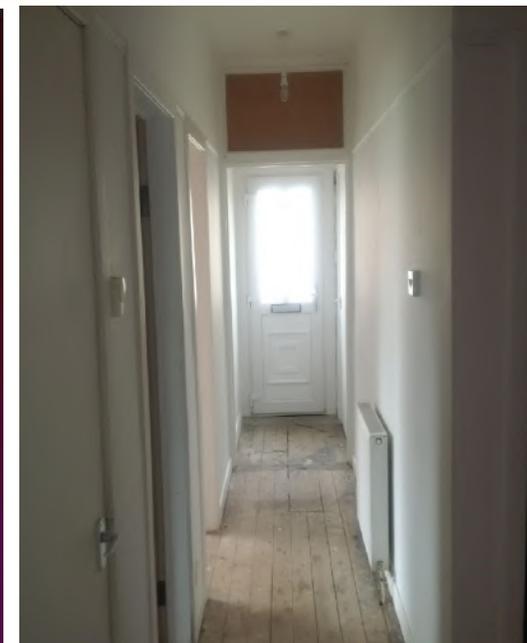
There are train stations located nearby at Auchinleck & New Cumnock, with regular train services to Kilmarnock and Glasgow to the north or Carlisle and Newcastle to the south.

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.

Cumnock has a population of approximately 9,039 (2011 Census).



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Room Dimensions:

- Lounge: 4.7 X 3.7
- Kitchen: 3.6 X 2.1 (at widest point)
- Bedroom 1: 3.6 X 3.2 (at widest point)
- Bedroom 2: 3.9 x 3 (at widest point)
- Bedroom 3: 3.9 x 3.7 (at widest point)
- Bathroom: 1.9 X 1.6



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

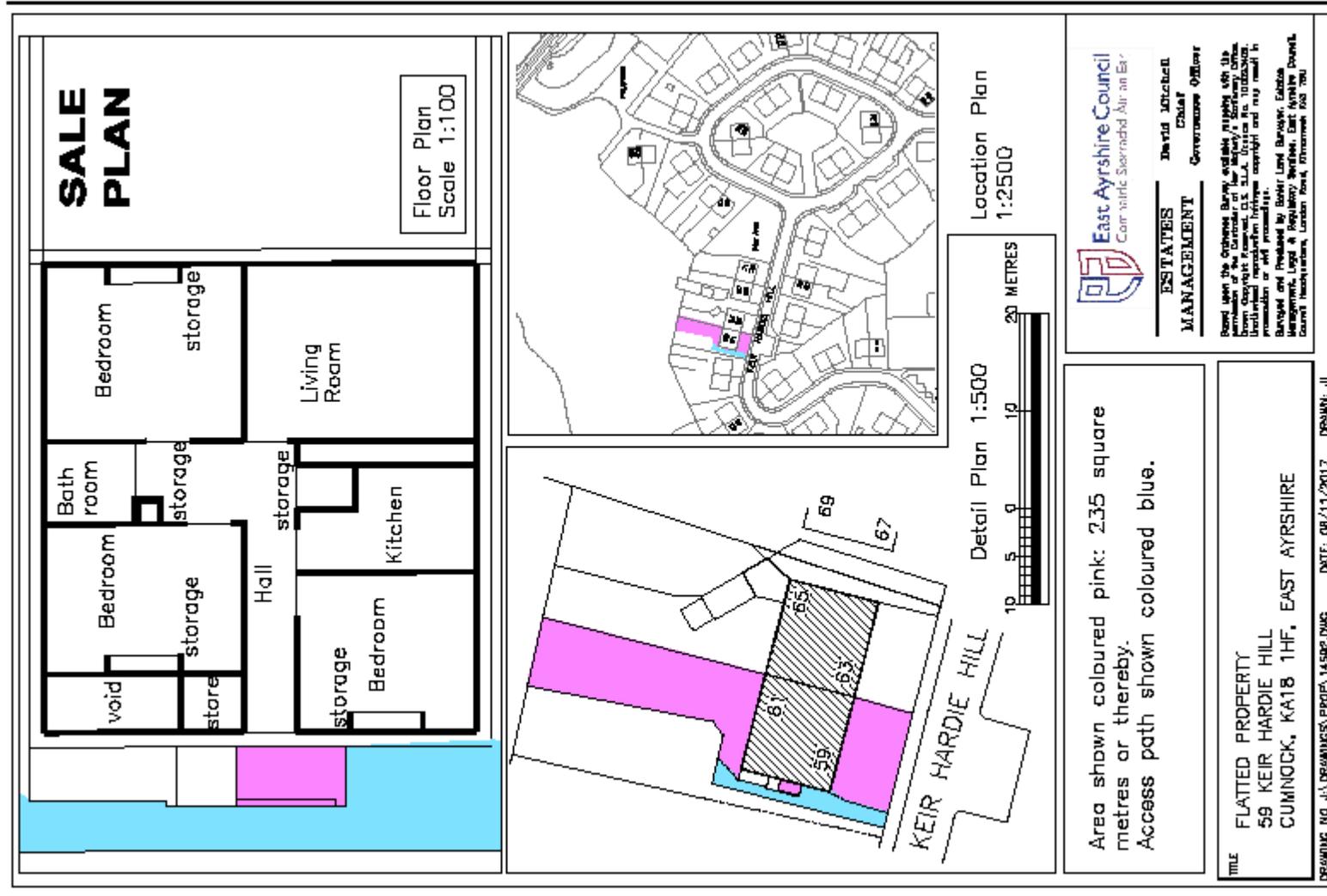
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CONDITIONS OF SALE

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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