

LAND AT FINTRAY, ABERDEEN

Farm land and forestry situated in a convenient location

Inverurie 6 miles ■ Newmachar 5 miles ■ Aberdeen 12 miles

Acreage 477.96 acres (193.43 hectares)

For Sale As A Whole or in 10 Lots



Galbraith

Aberdeen 01224 860710 aberdeen@galbraithgroup.com



LOCATION

The land at Fintray is located 6 miles south east of Inverurie and 5 miles south west of Newmachar, in the county of Aberdeenshire. The land is conveniently located being well served by the public road network.

VIEWING

Strictly by appointment with the sole selling agents -Galbraith, 337 North Deeside Road, Cults, Aberdeen, AB15 9SN. Tel: 01224 860710. Fax: 01224 869023. Email: aberdeen@galbraithgroup.com

SITUATION

The land at Fintray was part of the former Fintray Estate and is situated in a convenient location in the county of Aberdeenshire. The land extends to 477.96 acres (193.43 hectares) the majority of which is currently in grass. The land is partially fenced and watered. The land is capable of a variety of uses including agriculture, equestrian, amenity and forestry, in addition to which it has potential for natural capital uses.

DESCRIPTION

The land at Fintray lies between 80 and 100 metres above sea level in a productive area of Aberdeenshire. According to the James Hutton Institute the majority of the land is classified as Grade 3(2) with some 4(2). The land is registered with SGRPID for IACS purposes the majority of which is in permanent grass.

Fintray Estate			
Lot	Land Adjacent To	Acres	Hectares
1	Fintray	12.94	5.24
2	Hills of Hatton & Bogriffie	31.18	12.62
3	Bogriffie	178.18	72.11
4	Oschie	51.82	20.97
5	Broadsted	13.96	5.65
6	Cothill	20.18	8.17
7	Cothill Woodland	24.21	9.80
8	Posnet	34.45	13.94
9	Cairnie	58.48	23.67
10	Redburn	52.56	21.27
	Total	477.96	193.43

DIRECTIONS

From Dyce take the B977 to Hatton of Fintray. On passing the signpost for Newmachar (B979) the land at Fintray can be found on the north side of the road. See attached plan for details.

POST CODE

AB21 OYQ

GENERAL INFORMATION

LOCAL AUTHORITY

Aberdeenshire Council, Gordon House, Blackhall Road, Inverurie, AB51 3WB. Telephone 01467 533200.

RURAL PAYMENTS AND INSPECTION DIRECTORATE (SGRPID)

Thainstone Court, Inverurie, AB51 5YA, Tel: 0300 244 6822.

METHOD OF SALE

For Sale as a Whole or in 10 Lots.

BASIC PAYMENT SCHEME (BPS)

The majority of the land is eligible for claiming Basic Payments. The BPS entitlements have been established by the seller but are not included in the sale of the land. The buyer will take over and pay for at valuation the Basic Payment Scheme entitlements established on the land for sale. All payments relating to the 2024 year will be retained by the seller. The buyer will be responsible upon occupation of the subjects of sale to fully comply with the statutory management requirements to maintain the farmland in Good Agricultural and Environmental Condition as laid down under the cross Compliance Rules of the Basic Payment Scheme 2024 for the rest of the scheme year. If sold in lots the BPS entitlements will be apportioned as follows:

SPORTINGS

The Sporting Rights are included in the sale insofar as they are owned.

MINERALS

The Mineral Rights are included in the sale, insofar as they are owned.

TIMBER

All fallen and standing timber is included in the sale insofar as they are owned.

POSSESSION AND ENTRY

Vacant possession and entry will be given on completion or such mutual time to be agreed by the seller and the purchaser.

INGOING VALUATION

The purchaser(s) shall, in addition to the purchase price, be obliged to take over and pay for at a valuation to be agreed by a mutually appointed valuer(s) with respect to the following:

All cultivations and growing crops on a seeds, labour, lime, fertilizer, sprays and machinery basis with an increment representing the enhanced value of the establishment and age of such crops. All hay, straw fodder, roots, silage and farmyard manure and other produce at market value. All oils,

fuels, fertilizers, sprays, chemicals, seeds and sundries at cost.

Note: If the amount of the valuations has not been agreed on the date fixed for completion, then the purchaser shall pay to the seller such a sum as the selling agents shall certify on account at the valuation pending agreement. Should the payment not be made within seven days then the interest will become payable on outstanding monies at 8% over the Bank of Scotland borrowing rate as adjusted from time to time.

DEPOSIT

A deposit of 10% of the purchase price shall be paid within seven days of the completion of Missives. The deposit will be non-refundable in the event of the purchaser(s) failing to pay the purchase price or failing to complete for reasons not attributable to the seller of the seller's agents.

HEALTH & SAFETY

The property is an agricultural holding and appropriate caution should be exercised at all times during inspection.

MORTGAGE FINANCE

Galbraith are approved agents for the Agricultural Mortgage Corporation (AMC) and we can assist you in securing finance loans for a variety of farming purposes including the purchase of land and property, facilitate and reschedule debt, and to provide working capital for diverse creation, and improving on erected farm buildings. For further details and to discuss any proposals in connection please contact Alistair Christie on 0800 3899448. Email: alistair.christie@galbraithgroup.com

DEVELOPMENT SECURITY

Lot 1 will be sold subject to a development security in favour of the Seller. For further detail please contact the selling agent.

CLOSING DATE

A closing date may be fixed. Prospective purchasers who have noted their interest through lawyers to Galbraith, in writing, will be advised of a closing date, unless the property has been sold previously. The Seller will not be obliged to accept the highest, or indeed any offer, and has the right to accept an offer at any time or withdraw the property from the market. The Seller will not be liable for any costs incurred by interested parties.

OFFERS

Formal offers in the acceptable Scottish form should be submitted, through a Scottish Lawyer, to Galbraith, 337 North Deeside Road, Cults, Aberdeen, AB15 9SN.

ANTI MONEY LAUNDERING (AML) REGULATIONS

Please note that under the 2017 AML regulations we are legally required to carry out money laundering checks against purchasers. Upon verbal acceptance of an offer, we require to identify the purchaser for Anti-Money Laundering purposes. Our service provider 'First AML' will contact the purchaser to gather the required identification documents. An information sheet is available from the selling agent on request. We are not able to enter a business relationship with a purchaser until they have been identified

Failure to provide required identification may result in an offer not being considered.

THIRD PARTY RIGHTS AND SERVITUDES

The subjects are sold together with, and subject to, all existing rights of way, servitudes, wayleaves and others whether contained in the Title Deeds or otherwise, and purchasers will be deemed to have satisfied themselves in all respects thereof. The property is also sold subject to the rights of public access under the Land Reform (Scotland) Act 2003.

ACCESS

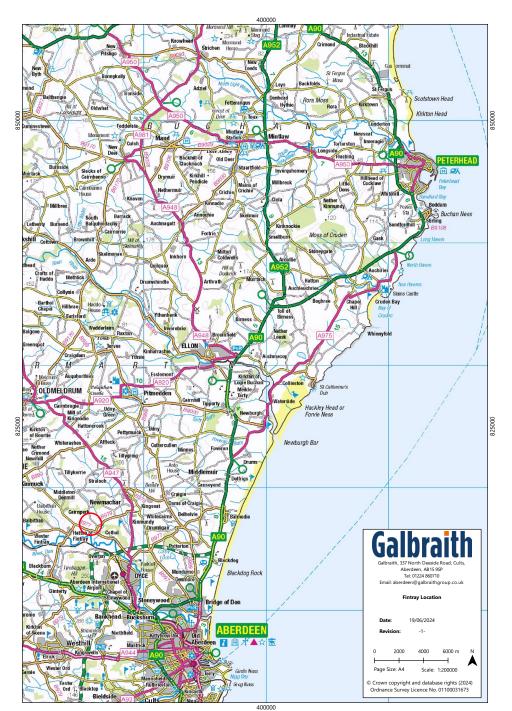
Access to the land is directly from the public road network.

SERVICES

It is understood that mains electricity and water are available nearby. Buyers are advised to make their own enquiries in respect of both.

IMPORTANT NOTES

1 These particulars are intended to give a fair and overall description of the property. If any points are relevant to your interest, please ask for further information, prior to viewing. Prospective purchasers are advised to seek their own professional advice, 2 Areas, measurements and distances are given as a guide. Photographs depict only certain parts of the property. Nothing within the particulars shall be deemed to be a statement as to the structural condition, nor the working order of services and appliances, 3 These particulars shall not be binding on our clients whether acted on or otherwise, unless the same is incorporated within a written document, signed by our clients or on their behalf, satisfying the requirements of Section 3 of The Requirements of Writing (Scotland) Act 1995, 4 Closing Date - A closing date may be fixed. Prospective purchasers who have notified their interest through lawyers to Galbraith, in writing, will be advised of a closing date, unless the property has been sold previously. The Seller will not be obliged to accept the highest, or indeed any offer and has the right to accept an offer at any time or withdraw the property from the market. The Seller will not be liable for any costs incurred by interested parties. 5 Offers - Formal offers in the acceptable written Scottish Legal Form should be submitted to the local Galbraith office per these sale particulars, through a Scottish Lawver, confirming; if an offer is in relation to the whole, or a specific lot, or a combination of lots, and if the offer is subject to the sale of a property. Upon verbal acceptance of an offer, we require to identify the purchaser for Anti-Money Laundering purposes. Our service provider 'First AML' will contact the purchaser to gather the required identification documents. An information sheet is available from the selling agent on request. We are not able to enter a business relationship with a purchaser until they have been identified. 6 Third Party Rights and Servitudes The subjects are sold together with and subject to all existing rights of way, servitudes, wayleaves and others whether contained in the Title Deeds or otherwise, and purchasers will be deemed to have satisfied themselves in all respects thereof. 7. In line with current trends in technology, some properties marketed by Galbraith, may have installed CCTV or other such recording devices. These devices are installed, held and maintained entirely at the discretion of the Owner of the property. 8. Particulars were prepared, and photographs taken in May 2024.



Map Reference: Fintray Location A4 Rev 1 20240619

