

Auction Catalogue

By order of A2 Dominion, The Treasury Solicitors,
Grainger PLC, Mortgagees, Executors, Beneficiaries,
Property Companies, Private Individuals and Others



Public Auction to be held at:

Doubletree By Hilton

(formerly Ramada Jarvis)

2-8 Hanger Lane, Ealing, London W5 3HN
on Tuesday 23rd September 2014 at 12 noon

Brendons Auctioneers Ltd
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AUCTIONEER:

PHILLIP ARNOLD

MRICS CEM CREA FNAEA FNAVA

Comment from the Auctioneer



**Phillip Arnold MRICS CEM CREM
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Auctioneer & Managing Partner
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Welcome to the fifth auction of 2014 for Brendons Auctioneers, held at our regular venue of the Doubletree by Hilton Hotel, Ealing Common W5, starting as usual at 12 noon.

We hope you have had a good Summer break and welcome you into Autumn with our selection of interesting lots. We have some excellent development opportunities in the West London area, in particular a plot of land within a popular residential area in Ealing W5 with planning permission to build a character-style detached building including a basement and parking. We also have some prime repossessions outside of the London area that always attract a great deal of attention and the popular flat in Burnt Ash Hill is now ready for sale.



Julie Gooding
Head of Sales & Marketing
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DDI: 0208 810 3891

If you are looking for a period cottage requiring updating, within a pretty village location, then I recommend viewing a lot offered for sale by A2 Dominion in Bampton, Oxon that is sure to arouse a lot of interest.

We achieved 90% at our last auction and we are confident that this September catalogue holds enough gems to obtain a similar result.

We hope you will enjoy browsing through our lots and look forward to seeing you on 23rd September.

Good luck with your bidding.



Mark Ronaldson
Auctioneer & Head of Business
Development
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This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at www.brendonsauctioneers.co.uk and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information. The lots offered will contain guide prices and it is important that buyers are aware of the difference that there may be between a guide price and a reserve price.

Guide Price: This is an indication of the seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Reserve Price: The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Notice to prospective buyers

1. The Auctioneers will generally offer the lots in the order as shown in the catalogue, although they reserve the right to amend the order of sale.
2. The addendum is an important document and provides details of amendments to the catalogue and Conditions of Sale. Prospective buyers should ensure that they inspect this document as its contents will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and addendum prior to bidding and are deemed to have read these documents whether they have done so or not.
3. Brendons Auctioneers will always endeavour to inform prospective purchasers of variations to the catalogue, when such changes are brought to their attention. The Auctioneers nor their clients can be held responsible for any losses, damages or abortive costs incurred in respect of lots that are withdrawn or sold prior to auction.
4. Prospective buyers bid on the basis that they have checked the General Conditions of Sale, that are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot. If there is a conflict between them, the Special Conditions of Sale shall prevail. Details are contained within the legal packs for each lot that are available for inspection at the offices of the Auctioneers or can be downloaded free of charge from the website. Legal documents will also be available in the auction room on the day of the sale.
5. Prospective buyers bid on the basis that they are deemed to have inspected all lots, have made all necessary enquiries and have checked the legal documentation. Buyers are deemed to be satisfied that they fully understand their content. The Auctioneers strongly suggest that buyers take legal and professional advice prior to bidding on any lot. The Auctioneers will make every possible endeavour to provide access to all lots prior to the sale although this can not be guaranteed. The Auctioneers will attempt to answer any queries prior to auction and in the auction room. The Auctioneer will not be able to answer any questions whilst the auction is proceeding.
6. Guide price: this is an indication of the Seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the Seller and the Auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the Seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This Guide Price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A Guide Price is different to a Reserve Price (see separate definition). Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
7. Reserve Price: The Seller's minimum acceptable price at auction and the figure below which the Auctioneer cannot sell. The Reserve Price is not disclosed and remains confidential between the Seller and the Auctioneer. Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
8. On the day of sale it is the bidder's duty to attract the Auctioneer's attention and prospective buyers are therefore advised to bid clearly without delay. Bids may be refused at the Auctioneers discretion and the Auctioneers reserve the right to bid on behalf of the vendor up to the reserve. At the fall of the hammer the successful bidder will be under a binding contract to purchase the property in accordance with the general and special conditions of sale, together with addendum and contents of this notice. The buyer will be required to supply without delay their name and address, solicitors details, identification and deposit. They will then be required to sign the auction memorandum. Should the buyer refuse, the Auctioneer is legally entitled to sign the memorandum on behalf of the buyer or alternatively offer the lot to the under bidder or re-offer to the room and claim any resultant loss against the original buyer. Completion of the sale and payment of the balance of the purchase money is 28 days after the exchange of contracts unless the conditions of sale provide otherwise.
9. A deposit amount of 10% of the selling price (plus VAT where applicable) is required for each lot subject to a minimum of £2,000 unless otherwise stated by the Auctioneer. Payment can be made by bankers draft, building society cheque, company cheque or personal cheque or by debit card with a pin number. Please note we will not accept cash under any circumstances. The Auctioneers only accept deposit cheques on the basis that there are adequate funds in the account on which the cheque is drawn and reserve the right to take any action as appropriate against a purchaser whose cheque is not honoured on first presentation. We can accept credit cards but please be advised that an additional 1.65% will be charged at time of use.
10. A successful purchaser will also be required to pay a Buyer's Administration charge of £400 plus VAT by cheque made payable to Brendons Auctioneers.
11. Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
12. Please note that purchasers will not be entitled to keys or access to vacant properties until completion of the sale. If access is required it may be arranged through the relevant Auctioneers with the express permission of the vendor. The buyer will be responsible for insuring the lot that they purchase from exchange of contracts unless the Special Conditions of Sale state otherwise.
13. No representation or warranty is made in respect of the structure of any properties or in relation to their state of repair. The Auctioneers advise that all prospective buyers should arrange for a survey of the particular lot by a professionally qualified person.
14. Unless otherwise provided in the Special Conditions of Sale, all lots are sold exclusive of VAT.
15. If bidding by telephone, the Auctioneers accept no liability for poor signal or being unable to reach the prospective buyer at the time required.

Money laundering regulations

In order to confirm with the Money Laundering Regulations, all prospective purchasers must be able to verify their identity. The following schedule of documents must be provided to the auctioneers either at the auction or at the point of signing contracts prior or post sale, in order for us to be able to conduct business with you. Each purchaser must provide one original document from the following lists.

LIST A

- **Current Signed Passport**
- **Current UK Photocard Driving License**
- **Current Full UK Driving License (old version)**
- **Fire Arms Certificate**

LIST B

- **Utility Bill Issued Within the Last Three Months (Mobile Phone Bill Not Acceptable)**
- **Local Authority Tax Bill (Valid for the Current Year)**
- **Bank or Building Society Statement (Must Contain Current Address)**
- **The Most Recent Original Mortgage Statement**
- **Confirmation from the Electoral Roll**

If you are acting as AGENT, on behalf of another party, the auctioneers will require true certified copies of the buyers identification and identification of yourself as listed above, together with a letter of authority from the principal buyer authorising you to bid on their behalf.

If you are bidding on behalf of a company, the above documentation will be required along with a letter of authority from the said company to purchase on their behalf.

Proxy and telephone bidding

The Auctioneers will accept bids by proxy or telephone. In all cases buyers will be required to fill out the relevant bidding form prior to the auction day.

A deposit cheque will be required to accompany the bidding form and will only be banked in the event that your bid is successful. The cheque should be made payable to the relevant auctioneers and should be left blank or filled in to represent 10% of the bidders maximum bid. Only if the bid is successful will the cheque be completed and presented for payment. The amount shall be for 10% of the purchase price subject to a minimum amount of £2,000. In addition, the buyer's fee of £400 plus VAT will

also be added. Unsuccessful bidders will have the cheque returned to them or it will be destroyed dependant upon their instructions. The auctioneers will also require identification to accompany the form and cheque in accordance with the money laundering regulations.

Proxy and telephone bidding forms, together with terms and conditions for submitting bids in this manner, are available by contacting Brendons or alternatively can be downloaded from our website.

Lot 1 By Order of the Treasury Solicitor's Department

Flat 8, Ash Court 113–115 Burnt Ash Hill, Lee, London SE12 0AH

*GUIDE PRICE: £140,000



SECOND FLOOR TWO BEDROOM FLAT IN NEED OF UPDATING

This second (top) floor self-contained flat is located within a three storey purpose built detached block of 9 flats. The flat is in need of complete updating and refurbishment, although it does include a gas fired central heating system (not tested) and double glazing. The property includes two bedroom accommodation and is being sold with the benefit of full vacant possession. There is a driveway to rear parking area and communal gardens to front and rear. The property is situated on the east side of Burnt Ash Hill between Ratcliffe Close and Winn Road to the south of St. Mildreds Road/Westhorne Avenue (A205). Mainline rail services run from Lee station about half a mile distant. The property will be of interest to owner/occupiers and investment purchasers.

ACCOMMODATION

Entrance hall, Reception room, kitchen/diner, bedroom one, bedroom two, bathroom/WC.

Outside: Allocated store cupboard located on the lower ground floor. Communal grounds.

TENURE

Leasehold – 125 years from 29th September 1987 (98 years unexpired) at a ground rent of 5p per annum (and additional rent).

LOCAL AUTHORITY & TAX RATING

London Borough of Lewisham 020 8314 6000
Council tax Band: C

VIEWING TIMES

4/9, 10/9, 12/9, 18/9 – all at 9.30am



STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 2 By order of the Mortgagees not in Possession

Hillside, Jordan Lane, Horrbridge, Yelverton, Devon PL20 7QQ

*GUIDE PRICE: £20,000



0.5 ACRES OF LAND WITH LAPSED PERMISSION FOR DEVELOPMENT

This irregular shaped site of about 0.5 acres has road frontage and access from the north side of Jordan Lane to the north of the junction of Commercial Road and Bedford Road on the edge of this popular picturesque village which offers a range of local shops on the fringe of Dartmoor National Park with Plymouth city centre being about 10 miles to the south.

Formally comprising an imposing two/three storey detached house within extensive gardens, the house was demolished after planning permission was granted to replace it with a 5 bedroom detached house which subsequently lapsed. Planning permission was granted on 25.02.2008 under application number 0911/07 for Demolition of detached house, two garages and garden buildings and erection of 5-bedroom detached house, detached single garage and 'bat house'. It is understood the land has been re-classified but prospective purchasers must rely upon their own enquiries in this regard.

TOTAL SITE AREA Approximately 0.5 acres (0.202 HA)

TENURE Freehold

NOTE

The mortgagee is NOT in possession and access is not available. The property is to be sold without possession and subject to any such tenancies, leases, licences and occupancies in place at the time of sale.

LOCAL AUTHORITY

West Devon Borough Council. Tel: 01822 813600.
Dartmoor National Park Planning Authority Tel: 01626 832093

VIEWING TIMES

External viewings only – please be courteous to neighbours.

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 3

42 Albert Road, Yiewsley,
Middlesex UB7 8ER

*GUIDE PRICE: £5,000



FREEHOLD GROUND RENT INVESTMENT

This freehold ground rent investment consists of a turn of the century semi detached dwelling that has been converted into a pair of self contained flats. The flat at number 42 is held on a lease of 99 years from 2006 at an annual ground rent of £100. The flat at 42a is held on leased of 189 years from 1983 at a ground rent of £50 per annum. The property previously in 2002 had planning permission to convert the basement into a self contained one bedroom flat under planning reference 30662/APP/2002/2783. This permission has expired and whilst a renewal application has been refused, there may be scope to pursue this or any other application by the new purchaser. Albert Road is situated parallel to Yiewsley High Street, within a quarter of a mile of West Drayton Main Line Station. We understand that the tenants have not exercised their rights to purchase.

ACCOMMODATION

Two self contained flats.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon 01895 250111
Council Tax Bands: Both flats are rated Band B

VIEWING TIMES

External viewing only.

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 4

1A Avalon Close, Ealing,
London W13 0BJ

*GUIDE PRICE: £390,000



TWO BEDROOM FULLY MODERNISED END OF TERRACE HOUSE

This two bedroom end of terraced house is arranged over two floors with gardens to the front, side and rear is situated in a convenient, quiet and popular residential area within a cul-de-sac thus no through traffic just off the Argyle Road and is a short distance away from the open parkland spaces of Pitshanger Park and Scotch Common. Gurnell leisure facilities are close at hand. Pitshanger Village is a pleasant walk through Pitshanger Park with its day to day shops and restaurants, whilst nearby bus routes provide speedy access to and from Ealing Broadway station and town centre. The property benefits from a gas fired central heating system, a new build warranty, is being sold with the benefit of full vacant possession and will be of interest to investment purchasers and owner/occupiers.

ACCOMMODATION

First Floor: Two bedrooms, bathroom/WC.

Ground Floor: Entrance hall, Reception room with open-plan kitchen/diner.

Outside: Front garden providing off-street parking, side and rear gardens

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing. Tel: 020 8825 5000
Council Tax Band: D

VIEWING TIMES

By appointment through the Auctioneers

JOINT AUCTIONEERS

Manton Property Services, 1000 Great West Road, Brentford TW8 9HH. Tel: 0333 700 8008



STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 5

143 International Way, Windmill Gate, Sunbury on Thames TW16 7HR

*GUIDE PRICE: £180,000



MODERN TWO BEDROOM FLAT, IDEAL FOR INVESTMENT

This spacious ground floor two bedroom flat forms part of an attractive gated development and includes outside storage and undercover parking. The property includes an ensuite shower to the main bedroom and a fully fitted kitchen. This lot is being sold with full vacant possession and being within close proximity of Sunbury and Shepperton town centres, is an ideal investment opportunity. Good road links serve the area including the M3/M4 and M25 motorway network. The flat has a long lease, security entryphone system and is presented in very good decorative order throughout.

ACCOMMODATION

Communal Hallway, Entrance Hall, Master Bedroom with Ensuite Shower, Bedroom Two, 20' Living Room, Fitted Kitchen, Modern Family Bathroom, Outside Storage Cupboard, Undercover Parking.

TENURE

Leasehold – 155 years from 1st January 2003.

Ground Rent: £210pa

Service Charge: £1551pa.

LOCAL AUTHORITY AND TAX RATING

Spelthorne Borough Council 01784 451499
Council Tax Band D

VIEWING

9/9, 11/9, 16/9 – all at 11am

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 6

By Order of the Executors

12 Cotts Close, Hanwell W7 1PS

*GUIDE PRICE: £210,000



FIRST FLOOR ONE BEDROOM MAISONETTE IN NEED OF UPDATING

This first floor maisonette forms part of a development off Westcott Crescent within easy access of Greenford, Hanwell and Ealing Broadway centres. The property benefits from double glazing and gas-fired central heating although it is in need of a certain amount of updating and modernisation throughout. The property is being sold with the benefit of full vacant possession and will be of interest to owner/occupiers and investment purchasers.

ACCOMMODATION

Entrance hall, stairs to first floor landing, living room, bedroom, kitchen, bathroom

TENURE

Leasehold – 130 years from 1st January 1981

Ground Rent: £10 pa

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000
Council Tax Band: B

VIEWING TIMES

By appointment through the Brendons Residential 020 8998 6500

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 7 By Order of the Mortgagees Not In Possession

**117 High Street, Aldershot,
Hampshire GU11 1TT**

***GUIDE PRICE: £50,000**



**GROUND FLOOR RETAIL UNIT WITH
POTENTIAL**

This mid terraced shop unit is situated with frontage onto the south side of High Street (A323), the main thoroughfare through Aldershot town centre with its many shopping and recreational amenities, between Station Road and Pickford Street. Aldershot main line railway station is within 0.5 miles distance. The property is understood to have a current user class of A2 use. Planning permission was granted under Ref: 01/00795/COU on 10.12.2001 (now lapsed) for change of use of ground floor office to one x two bedroom flat. Prospective purchasers must rely upon their own enquiries. The property is being sold with the mortgagee is NOT in possession and therefore viewings cannot be carried out.

ACCOMMODATION

According to the VOA website the property comprises:
Ground Floor: Retail Zone A 20.20m² (217.4ft²)
Ground Floor: Retail Zone B 4.96m² (53.4ft²)
Ground Floor: Office 11.07m² (119.2ft²)
Total area: 36.23m² (390ft²)

TENURE Leasehold 999 years from 01.08.2002 with £100 pa ground rent

NOTE The mortgagee is NOT in possession and access is not available. The property is to be sold without possession and subject to any tenancies/occupancy in place at the time of sale.

LOCAL AUTHORITY & TAX RATING

Rushmore Borough Council: 01252 398399 Council Rateable Value: £2,375

VAT Refer to the Special Conditions of Sale

VIEWING TIMES

External viewings only

STARTING BID	FINAL BID	NOTES	SOLD <input type="checkbox"/> UNSOLD <input type="checkbox"/> SOLD PRIOR <input type="checkbox"/> WITHDRAWN <input type="checkbox"/>
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Lot 8

**13 Rockingham Parade,
Uxbridge, Middlesex UB8 2UW**

***GUIDE PRICE: £325,000**



**THREE BEDROOM LINK TERRACED PERIOD
HOME IN NEED OF UPDATING**

This spacious three bedroom property is situated in an idyllic location alongside the Frays River and within 1/3 mile of Uxbridge Town Centre with its underground station and multiple shopping facilities. The property does retain a number of its original style features and is in need of a certain amount of updating and modernisation throughout. The property has off-street parking to the front and would make an ideal family home or investment property. The property is sold with the benefit of full vacant possession.

ACCOMMODATION

Through lounge, kitchen
First Floor: landing, bedroom one, bedroom two, bathroom, separate WC
Second Floor: bedroom three, off-street parking to front, small garden to rear

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon – 01895 250111 Council Tax Band: E

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID	FINAL BID	NOTES	SOLD <input type="checkbox"/> UNSOLD <input type="checkbox"/> SOLD PRIOR <input type="checkbox"/> WITHDRAWN <input type="checkbox"/>
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Lot 9

By Order of A2 Dominion Housing

South Spring Cottages, Primrose Lane, Bampton, Oxon OX18 2HZ

*GUIDE PRICE: £150,000



END OF TERRACE TWO BEDROOM COTTAGE IN NEED OF UPDATING

This two storey end terrace period cottage offers accommodation on three floors and is in need of complete updating throughout. We believe the property was originally built in the early 1700s and there has been extensions since. The property occupies a site area of approximately 0.103 acres and is being sold with the benefit of full vacant possession. The property is located on the periphery of Bampton Village which is a largely rural area. The local village with its amenities is about half a mile distant and the larger areas of Whitney is approximately 5 miles to the north and Oxford approximately 10 miles away.

ACCOMMODATION

Ground Floor: living room, kitchen,

First Floor: master bedroom, bathroom, WC

Second Floor: bedroom two

Allocated parking for one car to the front and large rear garden with outhouse

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

West Oxfordshire District Council 01993 861000

Council Tax Band: D

VIEWING TIMES

8/9, 10/9 – both at 11am. 17/9 @ 9am

NOTE

1. The special conditions of sale provide that the purchaser is to pay an additional sum of 1.25% + VAT of the purchase price towards the vendor's expenses.
2. This lot will not be sold prior to auction.

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 10

Ground Floor Flat, 122 Wesley Avenue, Hounslow, Middlesex TW3 4LX

*GUIDE PRICE: £160,000



VACANT GARDEN FLAT IDEAL FOR INVESTMENT

This ground floor garden flat benefits from gas-fired central heating and double glazing and also boasts its own private rear garden. The property is presented in reasonable decorative order throughout and is situated in a popular residential location within walking distance of Hounslow West underground station and local shopping and bus connections. The property has been let on an Assured Shorthold Tenancy for £9,000 pa. It is envisaged that the property will be sold with vacant possession as the current tenant is shortly vacating. The property will therefore be of interest to investment purchasers.

ACCOMMODATION

Entrance hall, double bedroom, living room, bathroom, kitchen/diner, garden

TENURE

Leasehold – new leases of 125 years will be granted upon completion

Ground rent: £150 pa

Service charges: approx £250 pa

LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 020 8583 2000

Council Tax Band: B

VIEWING TIMES

9/9, 11/9, 16/9 – all at 12.15pm

NOTE

The auctioneers reserve the right to sell lots 10–13 individually or all as one lot.

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 11

First Floor Flat, 122 Wesley Avenue, Hounslow, Middlesex TW3 4LX

*GUIDE PRICE: £130,000



FIRST FLOOR ONE BEDROOM FLAT IDEAL FOR INVESTMENT

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

This first floor flat benefits from gas-fired central heating and double glazing. The property is presented in reasonable decorative order throughout and is situated in a popular residential location within walking distance of Hounslow West underground station and local shopping and bus connections. The property has been let on an Assured Shorthold Tenancy for £9,000 pa. It is envisaged that the property will be sold with vacant possession as the current tenant is shortly vacating. The property will therefore be of interest to investment purchasers.

ACCOMMODATION

Entrance hall, double bedroom, living room, bathroom, kitchen/diner

TENURE

Leasehold – new leases of 125 years will be granted upon completion

Ground rent: £150 pa

Service charges: approx £250 pa

LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 020 8583 2000

Council Tax Band: C

VIEWING TIMES

9/9, 11/9, 16/9 – all at 12.15pm

NOTE

The auctioneers reserve the right to sell lots 10–13 individually or all as one lot.

Lot 12

Second Floor Flat, 122 Wesley Avenue, Hounslow, Middlesex TW3 4LX

*GUIDE PRICE: £75,000



TOP FLOOR STUDIO FLAT WITH INVESTMENT INCOME

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

This top floor studio flat benefits from electric heating and double glazing. The property is presented in reasonable decorative order throughout and is situated in a popular residential location within walking distance of Hounslow West underground station and local shopping and bus connections. The property has been let on an Assured Shorthold Tenancy for £6,600 pa and is being sold with the benefit of the investment income.

ACCOMMODATION

Open plan studio room, shower room

TENURE

Leasehold – new leases of 125 years will be granted upon completion

Ground rent: £150 pa

Service charges: approx £250 pa

LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 020 8583 2000

Council Tax Band: A

VIEWING TIMES

9/9, 11/9, 16/9 – all at 12.15pm

NOTE

The auctioneers reserve the right to sell lots 10–13 individually or all as one lot.

Lot 13

122 Wesley Avenue, Hounslow,
Middlesex TW3 4LX

*GUIDE PRICE: £5,000



FREEHOLD GROUND RENT INVESTMENT

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

This ground rent investment consists of an end of terraced dwelling arranged as three flats, situated in a popular road within walking distance of Hounslow Westy Underground station. The area is served by the A4, M4 and M25 and is within close proximity of Hounslow Town Centre. The ground and first floor are one bedroom flats and the top floor is a studio apartment. There is a spacious garden to the rear, that may offer scope for development, subject to obtaining any necessary planning consent that may be required. Each flat shall be granted a new 125 year lease from completion with ground rents of £150 each and service charge of £250 each.

ACCOMMODATION

Ground Floor: One bedroom flat

First Floor: One bedroom flat

Top Floor: Studio Flat

TENURE

Freehold

LOCAL AUTHORITY

London Borough of Hounslow 0208 583 2000

VIEWING

Please refer to viewing times for the individual flats.

NOTE

The auctioneers reserve the right to sell lots 10-13 individually or all as one lot.

Lot 14

Land adjacent to 8 Hall Road,
Isleworth, Middlesex TW7 7PQ

*GUIDE PRICE: £240,000



FREEHOLD PLOT OF LAND WITH PLANNING PERMISSION TO BUILD A DETACHED DWELLING

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

This cleared site of approximately 0.08 acres in total is located in at the northern end of Hall Road near the junction of Heath Road. Planning permission has been granted for a proportional 4 bedroom detached house under Reference 00542/ADJ8/P1 to include off-street parking for 2 cars. Whitton, Twickenham and Hounslow shopping centres are nearby as well as the popular leisure areas of Syon Park, Old Deer Park and walkways along the River Thames. There are good road links including the A4/ M4 into Central London and Hounslow East Piccadilly Line and Isleworth Mainline station are both within walking distance.

ACCOMMODATION

Site area: approximately 0.08 acres

Frontage to Hall Road: approx 27', maximum site depth approx 125'

CONSENTED DEVELOPMENT

Ground Floor: entrance hall, lounge, family room/dining room, kitchen, utility room, WC

First Floor: landing, three bedrooms, en-suite, family bathroom/WC

Second Floor: fourth bedroom, en-suite

Off-street parking for 2 cars

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 020 8583 2000

VIEWING TIMES

Open site for inspection at any time – please be courteous to neighbours

Lot 15

By Order of Grainger Plc

43 Erlesmere Gardens, Ealing, London W13 9TZ

***GUIDE PRICE: £700,000**



THREE BEDROOM TERRACED HOUSE IN NEED OF UPDATING

This three bedroom terraced property is located in a popular residential area and is presented in a reasonable decorative order throughout. The property benefits from double glazing and gas-fired central heating and offers potential to convert the loft space into further accommodation subject to obtaining any necessary planning consents that may be required. Good transport links are within easy reach including the M4 and A4020 Uxbridge Road and Boston Manor Underground Station and local shops are a short distance from the property.

ACCOMMODATION

Porch, entrance hall, reception room, kitchen, garden room

First Floor: landing, bedroom one, bedroom two, bedroom three, shower room.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000

Council Tax Band: E

VIEWING TIMES

By appointment through the Brendons Residential 020 8998 6500



STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Next auction

Now taking instructions for our next auction on 20 November 2014 being held at Doubletree By Hilton (formerly Ramada Jarvis)

For a free no obligation market appraisal please contact:

Phillip Arnold MRICS CEM CREM FNAEA FNAVA, Auctioneer & Managing Partner

(E) philliparnold@brendons.co.uk

Or

Mark Ronaldson, Auctioneer & Head of Business Development

(E) markronaldson@brendons.co.uk



Brendons Auctioneers Ltd

Royal Chambers, 104 Pitshanger Lane, Ealing, London W5 1QX

(T) 08456 52 52 51 (F) 0208 810 4862

Lot 16

Land at 20 Chatsworth Road, Ealing,
London W5 3DB

***GUIDE PRICE: £890,000**



FREEHOLD DEVELOPMENT SITE WITH PLANNING GRANTED FOR DETACHED DWELLING

This freehold site is situated on the prestigious Haymills Estate and benefits from planning permission to erect a character style detached house of approximately 5116 sq ft. The consent allows for a two storey detached dwelling with basement, integral garage, parking and vehicular access. This permission was granted under planning reference P/2010/0702 and has been subsequently renewed under planning reference P/2013/1460. Full details of the planning inclusive of drawings are available for inspection at the offices of the auctioneers. The site that is clear, measures approximately 0.136 acres (5932 sq ft). This lot is being sold with the benefit of full vacant possession and will be of interest to developers and self build individuals.

LOCATION

Chatsworth Road forms part of the ever popular Haymills Estate that is surrounded by a number of underground stations and road connections. The A40 and A406 are accessed directly from the estate and Park Royal, Hanger Lane, North Ealing and West Acton underground stations are all within walking distance. The area is well served for schools of all ages and is considered to be one of the boroughs most prestigious locations.

TENURE

Freehold

LOCAL AUTHORITY

London Borough of Ealing 0208 825 5000



VIEWING

By appointment through the Auctioneers

JOINT AUCTIONEERS

Grimshaw and Co.
5 Station Parade,
Uxbridge Road,
Ealing, London W5 3LD
Tel: 020 8992 5661



STARTING BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

FINAL BID

Lot 17

In the Same Family Ownership for over 12 Years

Oakdene, Cherry Tree Lane, Fulmer SL3 6JE

***GUIDE PRICE: £1,200,000**



DETACHED HOUSE SET IN 1.5 ACRES WITH PLANNING PERMISSION AND FURTHER DEVELOPMENT OPPORTUNITIES

This detached chalet style bungalow is arranged over three floors and boasts a leisure area with swimming pool and triple garage is set within about 1.5 acres and is situated on a private drive within the semi-rural and picturesque village of Fulmer with Gerrards Cross about 3 miles distant offering a wider range of shopping and recreational activities. Good commuter communications include the M40, M25 and M4 motorways with a main line railway station running from Fulmer station. The property is being sold with the benefit of full vacant possession and will be of interest to developers and owner/occupiers.

PLANNING

A certificate of lawfulness of proposed use or development was issued on 10.07.2013 under application No.13/01143/CLOPED for Single storey front, side and rear extensions, detached garage and swimming pool building. Permitted development effectively grants the extension of the existing 185.8 sq m (2,000 sq ft) building to over 650.3 sq m (7,000 sq ft) for which copies of the plans are available from our website. Further alternative development opportunities exist with the potential for demolition of the existing building and the erection of a more conventional two/three storey new build house subject to receiving all the necessary consents.

PROPOSED ACCOMMODATION:

First Floor: One bedroom with en-suite facilities.
Ground Floor: Entrance hall, reception room, garden room, kitchen/breakfast/family room, dining room, bedroom (1) with en-suite bathroom and dressing room, Bedroom (2) with en-suite bathroom, bedroom (3) with en-suite bathroom, bedroom (4) with en-suite bathroom, study, utility room, plant room, boot room, utility room, cloakroom/WC.
Lower Ground Floor: Hall, wine cellar, cinema room, snooker room, cloakroom.
Outside: Triple garage, gardens of just over 1 acre which includes a leisure area with swimming pool, seating area, changing room, plant room and cloakroom.

SITE AREA

Approximately 1.5 acres

LOCAL AUTHORITY & TAX RATING

South Buckinghamshire District Council. Tel: 01895 837200
Council Tax Band: G

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

FINAL BID

Lot 18

By Order of the Mortgagees

1-3 Tipner Road,
Portsmouth PO2 8QX

*GUIDE PRICE: £70,000



PAIR OF INTERCOMMUNICATING PART SINGLE AND PART TWO FLOOR BUILDINGS

This end of terrace part single and part double storey building arranged as two intercommunicating garage/workshops on the ground floor each with 10' wide metal roller doors, with self-contained access to the part first floor store/office and WC is situated at the eastern end of Tipner Road within the cul-de-sac part adjoining (but with no access to) Twyford Avenue; the continuation of Northern parade (A3), just south of The Mountbatten Centre and the open expanse of Alexandra Park. There is a mainline railway service running from Hilssea station about 2.5 miles distant. The property will be of interest to investment purchasers.

ACCOMMODATION

Unit 1

10' wide roller-shutter door. Width: 18'9". Depth: 15'.

Unit 3

First Floor: One room. Separate WC

Ground Floor: 10' wide roller-shutter door. Width: 20'. Depth: 19'4".

LOCAL AUTHORITY & TAX RATING

Portsmouth City Council. Tel: 023 9282 2251

Rateable Value: £4,150

VAT

Refer to the Special Conditions of sale (Clause 26)

VIEWING TIMES

By arrangement with the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 19

107 Milward Road, Hastings,
East Sussex TN34 3RS

*GUIDE PRICE: £175,000



SIX BEDROOMED TERRACED HOUSE WITH PLANNING PERMISSION

This six bedroom terraced house is arranged over four floors with separate street access from both the ground floor and lower ground floor levels and is situated on the west side of Millward Road which runs between the junctions of Castle Hill Road and St. Mary's Terrace. Found with half a mile of the town centre and sea front with all the associated shopping, recreational and leisure pursuits available within this lively seaside resort. Good road communications include the A21 which links with the M25/M26 to the north and the A259/A27 coast road with a main line railway service running from nearby Hastings station. Planning permission (with conditions) was granted on 23.10.12 under application No: HS/FA/12/00695 for change of use to provide two self-contained flats. The property will be of interest to developers, owner/occupiers and investment purchasers and is offered with full vacant possession.

ACCOMMODATION

Second Floor: Two rooms.

First Floor: Two rooms, bathroom/WC.

Ground Floor: Entrance hall, two rooms.

Lower Ground Floor (separate entrance): Kitchen/diner, shower room, one room, separate WC.

Outside: Rear terraced garden.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Hastings Borough Council. Tel: 01424 451 066

Council Tax Band: C

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 20

35C Hamilton Road, Brentford,
Middlesex TW8 0QE

*GUIDE PRICE: £290,000



TWO BEDROOM FLAT WITH PLANNING GRANTED FOR ROOF EXTENSION

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

This top floor conversion flat currently offers two bedroom accommodation and is in need of a certain amount of updating throughout. The property does benefit from planning permission that has been granted for a roof extension under reference 00546/35C/P1. Hamilton Road is located off Windmill Road within a few minutes' walk of Brentford Mainline Station and local facilities. The property is being sold with the benefit of full vacant possession and will be of interest to investment purchasers and owner/occupiers.

ACCOMMODATION

Living room, kitchen, bathroom, bedroom one, bedroom two

TENURE

Leasehold – 99 years from 15th December 2006

LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 020 8583 2000
Council Tax Band: C

VIEWING TIMES

By appointment through the Auctioneers

JOINT AUCTIONEERS

Dalington, 149 South Ealing Road, Ealing,
W5 4QP, 020 8566 5050



Lot 21

124 Studland Road, Hanwell,
London W7 3QZ

*GUIDE PRICE: £550,000



FREEHOLD PROPERTY ARRANGED AS A PAIR OF FLATS

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

This semi-detached dwelling that has been extended to the rear by way of a double extension, is arranged as two self-contained flats and has been let on Assured Shorthold Tenancies. The ground floor is let on a periodic tenancy at £1100 pcm (£13,200 pa) and the first floor on an assured shorthold tenancy for a period of 12 months from 17/12/13 at £1250pcm (£15,000pa). Both flats offer good size accommodation with double glazing and gas-fired central heating, and the ground floor flat has use of the rear garden. There is also off-street parking to the front of the property. The freehold interest in being disposed of and this property will be of interest to investment purchasers as it is being sold with the benefit of the ongoing income.

ACCOMMODATION

Ground Floor: two bedrooms, open plan kitchen and living room, shower room, garden

First Floor: two bedrooms, open plan kitchen and living room, shower room

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000
Council Tax Band: C

VIEWING TIMES

By appointment through the Auctioneers

Lot 22

By Order of the Executors

170 Westcott Crescent, Hanwell,
London W7 1PD

*GUIDE PRICE: £350,000



**TWO BEDROOM END OF TERRACE HOUSE IN
NEED OF UPDATING**

This two bedroom home is set in the popular residential area known as the Cuckoo Estate in Hanwell that is close to local shops and amenities including Hanwell Mainline station, and within walking distance to the main shopping area in Greenford. The property is in need of refurbishment throughout. There may be an opportunity to extend the property subject to obtaining any necessary planning consents that may be required. The property is being offered with full vacant possession.

ACCOMMODATION

Entrance hall, sitting room, kitchen/breakfast room, downstairs bathroom

First Floor: landing, bedroom one bedroom two, WC, front and rear gardens

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000
Council Tax Band: D

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 23 In the Same Family ownership for about 10 Years

53–57 High Street, Newington,
Sittingbourne, Kent ME9 7JJ

*GUIDE PRICE: £800,000



**PERIOD RESTAURANT WITH TWO FLATS AND
COACH HOUSE**

This Grade II Listed period building is arranged as a fully fitted and functioning restaurant providing for about 80–100 covers with office, managers flat, staff flat, two storey self-contained building with separate access, detached double garage block and customer car park all situated on a corner site at the junction of High Street and Church Lane within in the heart of Newington Village on the A2 between Rainham and Sittingbourne. Good road and rail access is provided by Newington main line station about 200m distant with a direct link to Victoria Station (about 1 hour) and access to the M2 and M20 motorways via the A249. The property can be continued in its existing format with a total ERV of £80,000 per annum or utilise the potential for alternative uses subject to receiving all necessary consents. The property is being offered with full vacant possession and will be of interest to investors, developers and business entrepreneurs.

ACCOMMODATION

Restaurant and Bar Area, Additional seating area, Mezzanine Office, Kitchen, Customer WCs, Ancillary storage, cellar.

MANAGER'S FLAT Three bedrooms, reception room, kitchen, shower room/WC.

STAFF FLAT Three rooms, kitchen/diner, bathroom/WC.

TWO STOREY BUILDING (WITH SEPARATE ENTRANCE)

First Floor: Two bedrooms, shower room/WC.

Ground Floor: Open plan room

OUTSIDE Car park accessed from Church Lane. Detached double garage/coach house.

LOCAL AUTHORITY & TAX RATING

Swale Borough Council. Tel: 01795 417850
Rateable value: £15,000

VIEWING Strictly by arrangement with the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 24

By Order of the Executors

56 Fulham Palace Road, Hammersmith, London W6 9PH

*GUIDE PRICE: £330,000



MIXED USE INVESTMENT PROPERTY

This centre terraced building consists of a lock-up shop unit and a split-level two bedroom flat above. The building is currently let in its entirety on a 9 year lease from 20 July 2006 to the 19 July 2015 at a rent of £20,000 pa. In our opinion the property appears to be under-let and offers scope to increase the investment income within time, although prospective purchasers should make their own enquiries in this regard. The property forms part of a busy area with many local traders located just to the South of Hammersmith Broadway with its main shopping facilities, travel connections and station. The A4 that connects with the M4 and Central London is located within half a mile. The property is in need of some updating and does have an entrance to the rear that could be utilised to completely self-contain the upper residential part subject to obtaining any necessary consents that may be required. This lot will be sold with the benefit of the on-going income and will be of interest to investment purchasers.

ACCOMMODATION

Ground floor consists of lock-up shop unit currently trading as news agents/convenience store with rear storage of approx 600 sq ft. The upper parts consist of a split level flat with landing, spacious bathroom, roof terrace, kitchen and living room to the first floor. The upper floor consists of two bedrooms.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hammersmith & Fulham 020 8748 3020

Shop: Rateable Value £14,000

Flat: Council Tax Band: D

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 25

By Order of the Executors

The Garden House, Bedingfield Street, Rishangles, Eye, Suffolk IP23 7LB

*GUIDE PRICE: £180,000



DETACHED DWELLING WITH PLANNING SUBMITTED FOR DEVELOPMENT

This older style detached property is situated on a spacious plot of approx 1437 sq metres (0.35 acres) within an attractive mid Suffolk village location. There is a current application submitted to the Local Authority with planning permission due to be granted prior to the auction date for the erection of a 5 bedroom detached dwelling that incorporates the existing dwelling. The plans will be available for inspection at the offices of the Auctioneers. It is expected that this lot will be sold with the formal planning permission being in place and will therefore be of interest to developers and owner/occupiers looking for a self-build. The property is sold with the benefit of vacant possession.

ACCOMMODATION

Two bedroom dilapidated building on a site of 0.32 acres

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Mid Suffolk District Council – 01449 724500

Council Tax Band: D

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 26

Fernleigh, The Fields, Donnington Wood, Telford TF2 7PW

*GUIDE PRICE: £70,000



DEVELOPMENT SITE WITH PLANNING FOR A FIVE BEDROOM BUNGALOW

This development site has been granted planning permission by the local authority under the reference TWC/2013/0321 for the erection of a two storey, five bedroom dwelling and the property is being sold with the benefit of this on-going planning permission. The site occupies an area of approximately 625 sq m (6727 sq ft, 0.154 acres) and is situated in a private location within easy access of the A4640 Donnington Wood Way and Telford Town Centre. The property will be of interest to self-build owner/occupiers and developers.

ACCOMMODATION

Cleared site of approximately 625 sq m (6727.4 sq ft, 0.154 acres)

TENURE

Freehold

LOCAL AUTHORITY

Telford and Wrekin Council 01952 380000

VIEWING TIMES

Open site for inspection at any time – please be courteous to neighbours

JOINT AUCTIONEERS

Woodend Estates, 1 Byron Parade, Uxbridge
Road, Hillingdon, Middlesex UB10 0LZ
Tel: 020 8573 7200



STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 27

Bethany Baptist Chapel, Abertonllywd Street, Rhondda CF42 5PF

*GUIDE PRICE: £90,000



DETACHED FORMER CHAPEL WITH PLANNING FOR USE AS A 5 BED HOUSE

This Grade II Listed Victorian former chapel was built circa 1873 and has full Local Authority and CADW (Welsh Government's historic environment service) consent for conversion into a five bedroom family home. Measuring about 2649 sq ft (246.1 sq m) internally, the frontage has already been restored. Occupying a prominent position on the A4061 at the edge of the village where a number of local shopping facilities and amenities are available. Found close to the Rhondda River and Treherbert Park, less than half a mile from the main line railway service which runs from Treherbert station. The property is being offered with full vacant possession and will be of interest to developers and owner/occupiers.

PLANNING

Permission has been granted by the Rhondda Cynon Taf County Borough Council (01443 425005) under Ref. 13/1262/10 for change of use from a church to a residential dwelling with the submitted plans showing the proposed accommodation as follows:

PROPOSED ACCOMMODATION

First Floor: Library/living area with doors to Bedroom 2 and Bedroom 3, both with en-suite facilities. Separately accessed master bedroom with en-suite facilities, walk-in wardrobe and dressing room.

Ground Floor: Front entrance hall, large lounge with open plan kitchen and raised dining area, Bedroom (4), Bedroom (5), rear hall to Gym/games room, office, utility room, bathroom and separate WC.

TENURE

Freehold

VIEWING

Strictly by arrangement with the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 28

47 Cromwell Road, Hounslow,
Middlesex TW3 3QG

*GUIDE PRICE: £230,000



THREE BEDROOM TERRACED HOUSE IN NEED OF COMPLETE UPDATING

This centre terraced house offers built of brick under a tiled roof, offers three bedroom and two reception room accommodation. The property is in need of complete refurbishment and updating throughout and is being sold with the benefit of vacant possession. Cromwell Road is situated off the A315 Staines Road within close proximity of Hounslow town centre with its underground station and shopping facilities. Heathrow Airport is within easy access and good road links serve the area including the M4 and M25 motorways. This property will be of interest to builders, investors and owner/occupiers.

ACCOMMODATION

The ground floor consists of two reception rooms, kitchen and bathroom. The first floor consists of three bedrooms.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 0208 583 2000
Council Tax Band C

VIEWING

9/9, 11/9, 16/9 – all at 1.30pm

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 29 By Order of the Treasury Solicitor's Department

61 Golders Gardens, Golders
Green, London NW11 9BS

*GUIDE PRICE: £430,000



SEMI-DETACHED HOUSE IN NEED OF COMPLETE REFURBISHMENT

This period bay-fronted semi-detached house arranged over two floors with gardens to the front and rear is situated in a popular residential area within a cul-de-sac found off the south side of Golders Green Road (A502) between Woodstock Avenue and Gainsborough Gardens. A range of facilities are available locally with Brent Cross shopping centre about 1.5 miles distant to the west and on Golders Green Road/Finchley Road to the east where Golders Green underground station is found. Good road communications include the North Circular Road (A406), the A1 and M1 motorway. The property benefits from side gated access to rear garden. It is in need of complete updating and modernisation throughout and offers potential for extensions to both loft and ground floor subject to receiving all necessary consents. The property is being sold with Full Vacant Possession and will be interest to builders, owner-occupiers and investment purchasers.

ACCOMMODATION

First Floor: Three bedrooms, bathroom and separate WC.

Ground Floor: Front reception room, rear room, kitchen, Cloakroom/WC.

Outside: Front garden, rear garden with side access.

LOCAL AUTHORITY & TAX RATING

London Borough of Barnet. Tel: 020 8359 2000
Council Tax Band: F

VIEWING TIMES

4/9, 10/9, 12/9, 18/9 – all at 12 noon



STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 30

55 Hartopp Point, Pellant Road,
Fulham, London SW6 7NG

GUIDE PRICE: £250,000



TWO BEDROOM PURPOSE-BUILT FLAT

This thirteenth floor purpose built flat with views across London requires some updating and includes two bedroom accommodation. Situated off the south side of Lillie Road, the property is found at the junction of Pellant Road and William Close with a range of local shops and cafes found close at hand with an even wider range available on North End Road. Fulham Broadway and West Brompton stations are both under a mile distant with Hammersmith about 1.5 miles to the north. The property is being sold with the benefit of full vacant possession and is understood to have an ERV of £1,700 pm (£20,400 pa) when let and will be of interest to investment purchasers and owner occupiers.

ACCOMMODATION

Two bedrooms, reception room, kitchen, bathroom/WC.

TENURE

Leasehold – 125 years from 29.09.1986

LOCAL AUTHORITY & TAX RATING

London Borough of Hammersmith & Fulham. Tel: 020 8748 3020

Council Tax Band: C

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

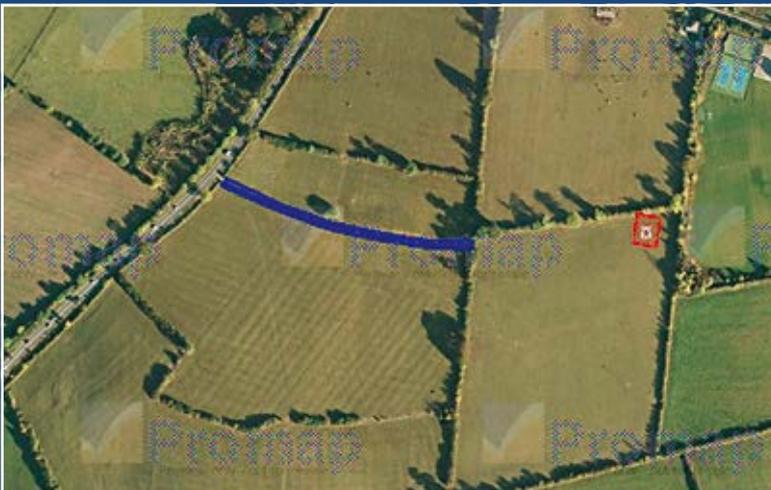
NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 31

8 Wingrave Paddock,
Aylesbury Road, Rowsham,
Aylesbury HP22 4RH

***GUIDE PRICE: £1,000**



FREEHOLD PARCELS OF AMENITY LAND

These parcels of land are accessed via a right of way and offer potential to be utilised for recreational camping use or any other use subject to obtaining any necessary planning consents that may be required. It is of course possible that the land may hold some future hope value in conjunction with adjoining sites and each plot is being sold with the benefit of full vacant possession. The site is located on the north east centre of Aylesbury. Aylesbury Road itself forms part of the A41 that links Aylesbury through to Leighton Buzzard with its ample shopping facilities and travel connections.

ACCOMMODATION

Wingrave Paddock: Plot 8 approximately 0.2 acres

TENURE

Freehold

LOCAL AUTHORITY

Aylesbury Vale District Council 01296 585858

VIEWING TIMES

Open site for inspection at any time

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 32

9 Wingrave Paddock,
Aylesbury Road, Rowsham,
Aylesbury HP22 4RH

*GUIDE PRICE: £1,000



FREEHOLD PARCELS OF AMENITY LAND

These parcels of land are accessed via a right of way and offer potential to be utilised for recreational camping use or any other use subject to obtaining any necessary planning consents that may be required. It is of course possible that the land may hold some future hope value in conjunction with adjoining sites and each plot is being sold with the benefit of full vacant possession. The site is located on the north east centre of Aylesbury. Aylesbury Road itself forms part of the A41 that links Aylesbury through to Leighton Buzzard with its ample shopping facilities and travel connections.

ACCOMMODATION

Wingrave Paddock: Plot 9 approximately 0.2 acres

TENURE

Freehold

LOCAL AUTHORITY

Aylesbury Vale District Council 01296 585858

VIEWING TIMES

Open site for inspection at any time

STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 33

By Order of Mortgagees Not in possession

Streamwood, The Hyes
Woodlands, Rudgewick,
Horsham, West Sussex RH12 3BX

*GUIDE PRICE: £15,000



LAND OF APPROXIMATELY 4 ACRES

A roughly rectangular woodland area of about 4 acres of land found off the north side of Guildford Road (A281) by following the sign to Furnace lakes Fishery then, where the road forks there is a padlocked metal gate to the right which gives access to a rough gravelled track. The land is located at the very end of the track where the southern boundary is on your right.

SITE AREA

Approximately 4 acres

NOTE

The mortgagee is NOT in possession and access is not available. The property is to be sold without possession and subject to any tenancies/occupancy in place at the time of sale.

LOCAL AUTHORITY

Horsham District Council. Tel: 01403 215100

TENURE

Freehold

VIEWING TIMES

External viewings only – please be courteous to neighbours.



STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Lot 34

42 Osterley Gardens, Chevy
Road, Norwood Green,
Middlesex UB2 4UW

*GUIDE PRICE: £270,000



SPACIOUS TWO BEDROOM FLAT, IDEAL FOR INVESTMENT

This ground floor flat situated within a gated development built by Comer Homes offers spacious two bedroom accommodation. The flat has a number of windows giving a lot of natural light and also benefits from video entryphone and allocated parking. The flat is let on an assured shorthold tenancy at £1200 pcm £14400 pa and we understand that the existing tenants are holding over on their original agreement. We are informed that they have been there for around 5 years and there are no arrears on rent. The development is on the old grounds of St Bernards Hospital close to the Iron Bridge, providing easy access to Southall, Ealing and Hounslow. This property will be of interest to investment purchasers.

ACCOMMODATION

Entrance Hall, Bedroom One with Ensuite, bedroom Two, Bathroom, Reception Room, Kitchen, Parking.

TENURE

Leasehold approximately 100 years unexpired.

Ground Rent £100 pa

Service Charge £1900 pa to include Onsite Estate Manager

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 0208 825 5000

Council Tax Band D

VIEWING

By appointment through the auctioneers

JOINT AUCTIONEERS

Robin Curtis, Windmill Lettings, 69
Osterley Views, West Park Road,
Norwood Green, Middlesex, UB2 4AF,
0208 574 1482



STARTING BID

FINAL BID

NOTES

SOLD UNSOLD SOLD PRIOR WITHDRAWN

Next auction

Now taking instructions for our next auction on 20 November 2014
being held at Doubletree By Hilton (formerly Ramada Jarvis)

For a free no obligation market appraisal please contact:

Phillip Arnold MRICS CEM CREM FNAEA FNAVA, Auctioneer & Managing Partner

(E) philliparnold@brendons.co.uk

Or

Mark Ronaldson, Auctioneer & Head of Business Development

(E) markronaldson@brendons.co.uk



Brendons Auctioneers Ltd

Royal Chambers, 104 Pitshanger Lane, Ealing, London W5 1QX

(T) 08456 52 52 51 (F) 0208 810 4862

Common Auction Conditions

Common Auction Conditions (3rd Edition August 2009 – reproduced with the consent of the RICS).

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

1. **Glossary** The glossary gives special meanings to certain words used in both sets of conditions.
2. **Auction Conduct Conditions** The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
3. **Sale Conditions** The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

Agreed completion date Subject to condition G9.3: (a) the date specified in the special conditions; or (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

Approved financial institution Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

Arrears Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

Arrears schedule The arrears schedule (if any) forming part of the special conditions.

Auction The auction advertised in the catalogue.

Auction conduct conditions The conditions so headed, including any extra auction conduct conditions.

Auctioneers The auctioneers at the auction.

Business day Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

Buyer The person who agrees to buy the lot or, if applicable, that person's personal representatives: if two or more are jointly the buyer their obligations can be enforced against them jointly or against each of them separately.

Catalogue The catalogue to which the conditions refer including any supplement to it.

Completion Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

Condition One of the auction conduct conditions or sales conditions.

Contract The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

Contract date The date of the auction or, if the lot is not sold at the auction: (a) the date of the sale memorandum signed by both the seller and buyer; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.

Financial charge A charge to secure a loan or other financial indebtedness (not including a rentcharge).

General conditions That part of the sale conditions so headed, including any extra general conditions.

Interest rate If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

Lot Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).

Old arrears Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

Particulars The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

Practitioner An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price The price that the buyer agrees to pay for the lot.

Ready to complete Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

Sale conditions The general conditions as varied by any special conditions or addendum.

Sale memorandum The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

Seller The person selling the lot. If two or more are jointly the seller their obligations can be enforced against them jointly or against each of them separately.

Special conditions Those of the sale conditions so headed that relate to the lot.

Tenancies Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

Tenancy schedule The tenancy schedule (if any) forming part of the special conditions.

Transfer Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

TUPE The Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT Value Added Tax or other tax of a similar nature.

VAT option An option to tax.

We (and us and our) The auctioneers.

You (and your) Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

AUCTION CONDUCT CONDITIONS

A1 Introduction

A1.1 Words in bold blue type have special meanings,

which are defined in the Glossary.

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 Our role

A2.1 As agents for each seller we have authority to:

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

A2.2 Our decision on the conduct of the auction is final.

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 We may refuse to accept a bid. We do not have to explain why.

A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.

A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

A4 The particulars and other information

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.

A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the auction:

- (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);
- (b) sign the completed sale memorandum; and
- (c) pay the deposit.

A5.4 If you do not we may either:

- (a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
 - (b) sign the sale memorandum on your behalf.
- A5.5 The deposit:
- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
 - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.
- A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.
- A5.7 If the buyer does not comply with its obligations under the contract then:
- (a) you are personally liable to buy the lot even if you are acting as an agent; and
 - (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.
- A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

Words that are capitalised have special meanings, which are defined in the Glossary.

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

G1. The lot

- G1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.
- G1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- G1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.
- G1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
- (a) matters registered or capable of registration as local land charges;
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - (c) notices, orders, demands, proposals and requirements of any competent authority;
 - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - (e) rights, easements, quasi-easements, and wayleaves;
 - (f) outgoing and other liabilities;
 - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
 - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
 - (i) anything the seller does not and could not reasonably know about.
- G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.
- G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- G1.7 The lot does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- G1.9 The buyer buys with full knowledge of:
- (a) the documents, whether or not the buyer has read them; and
 - (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. Deposit**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less

- than that minimum); and
 - (b) 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
 - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- G3. Between contract and completion**
- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- G4. Title and identity**
- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
 - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
 - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the documents accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
 - (e) The buyer has no right to object to or make

- requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
 - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5. Transfer**
- G5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
 - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- G6. Completion**
- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
 - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.
- G7. Notice to complete**
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) terminate the contract;
 - (b) claim the deposit and any interest on it if held by a stakeholder;
 - (c) forfeit the deposit and any interest on it;
 - (d) resell the lot; and
 - (e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
 - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

- G8. If the contract is brought to an end**
If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
 - (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 condition G7.3.
- G9. Landlord's licence**
- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- G9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
 - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
 - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. Interest and apportionments**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
 - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
 - in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
 - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. Arrears**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this condition G11 applies where the special conditions:
- (a) so state; or
 - (b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
 - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
 - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
 - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
 - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- G12. Management**
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
 - (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
 - (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. Rent deposits**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- G15. Transfer as a going concern**
- G15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - (b) this condition G15 applies.
- G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
 - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the lot as a nominee for another person.
- G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
 - (b) that the buyer has made a VAT option; and
 - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
 - (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
 - (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
- G16. Capital allowances**
- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
 - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. Maintenance agreements**
- G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.
- G18. Landlord and Tenant Act 1987**
- G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. Sale by practitioner**
- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- G19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:
- (a) in its condition at completion;
 - (b) for such title as the seller may have; and
 - (c) with no title guarantee; and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

- G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- G20. TUPE**
- G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
 - (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 - (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
 - (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- G21. Environmental**
- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- G22. Service Charge**
- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at completion in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
 - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.
- G23. Rent reviews**
- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.
- G24. Tenancy renewals**
- G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- G24.4 Following completion the buyer must:
- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
 - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
- G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- G25. Warranties**
- G25.1 Available warranties are listed in the special conditions.
- G25.2 Where a warranty is assignable the seller must:
- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
 - (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- G25.3 If a warranty is not assignable the seller must after completion:
- (a) hold the warranty on trust for the buyer; and
 - (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.
- G26. No assignment**
- The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.
- G27. Registration at the Land Registry**
- G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
 - (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
 - (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
 - (b) provide the seller with an official copy and title plan for the buyer's new title; and
 - (c) join in any representations the seller may properly make to Land Registry relating to the application.
- G28. Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
 - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
- G29. Contracts**
- (Rights of Third Parties) Act 1999 No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

- 1. The Deposit**
 - 1.1 General Conditions A5.5a shall be deemed to be deleted and replaced by the following: A5.5a. The Deposit:
 - a) must be paid to the auctioneers by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)
 - b) is to be held as stakeholder save to the extent of the auctioneers' fees and expenses which part of the deposit shall be held as agents for the seller
- 2. Buyer's Administration Charge**
 - 2.1 Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £400 plus VAT upon exchange of contracts to the Auctioneer.
- 3. Extra Auction Conduct Conditions**
 - 3.1 Despite any special condition to the contrary the minimum deposit we accept is £2,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

Auction venue
Doubletree By Hilton
(formerly Ramada Jarvis)
2-8 Hanger Lane
Ealing
London W5 3HN

Nearest tube Ealing Common
(Piccadilly and District Lines)



Next auction

Now taking instructions for our next auction on Thursday 20th November 2014
being held at Doubletree By Hilton (formerly Ramada Jarvis)



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