

Special Conditions of Sale  
312/318 Ladbroke Grove, London, W10 5NQ – Lot No: [ ]

1. The Seller is Raymond Louis Blackman and Nicole Blackman both of 21a The Avenue, Radlett, Hertfordshire, WD17 7Q
2. The Property is the leasehold property known as 312 and 314a and 314b and 316a and 316b and 318 Ladbroke Grove, London, W10 5NQ as the same is registered at the Land Registry under title numbers BGL 51564 and BGL 51565 and BGL 51566 and BGL 51568 and BGL 51569 and BGL 51567 with the Seller as proprietor thereof with title absolute
3. The Sellers solicitors are Peters & Peters of 2 Harewood Place, Hanover Square, London, W1S 1BX (reference GH)
4. The Superior Landlord is Notting Hill Home Ownership Limited or other the party from time to time in whom the reversion immediately expectant on the determination of any of the Leases is vested and includes all superior landlords however remote
5. The Leases are the six separate leases under which the Property is held each being dated 27<sup>th</sup> September 2004 and made between (1) the Superior Landlord and (2) the Seller
6. The Underleases are the underleases and related documents listed in paragraph 4 of the document annexed hereto as Schedule 1
7. The Arrears are all arrears of rent licence fee insurance rental service charge and all other sums of whatever nature payable to the Seller as the Landlord under any of the Underleases
8. The Leases Deeds of Covenants are in respect of each of the Leases a deed of covenant with the Superior Landlord pursuant to clause 13(ii) of the Fourth Schedule to the Leases either in the form of the deed annexed hereto as Schedule 2 or in such other form as may be required by the Superior Landlord or reasonably required by the Seller
9. The Rent Deposit Deed of Covenant is a deed of covenant in respect of 318 Ladbroke Grove in the form of the deed annexed hereto as Schedule 3 or in such other form as the Seller shall reasonably require
10. The deposit shall be paid to the Sellers solicitors to be held by them as stakeholders

11. The Seller will transfer with full title guarantee but the transfer shall contain the provisions referred to in clause 16 of these Special Conditions
12. The Property is sold subject to and with the benefit of:
  - 12.1 all matters contained or referred to in all registers of title relating to the Property kept at the Land Registry (save for any registered charge to secure borrowed monies)
  - 12.2 the rent reserved by and the covenants and conditions contained in the Leases
  - 12.3 the Underleases
  - 12.4 all local land charges (whether registered or not before or after the date hereof) and all matters capable of registration as a local land charge or otherwise registered by any competent authority or pursuant to statute or like instrument
  - 12.5 all notices served and orders, demands, proposals or requirements made by any local or any other public or competent authority whether before or after the date hereof
  - 12.6 all actual proposed charges notices orders restrictions agreements conditions or other matters arising under any enactment relating to Town & Country Planning
  - 12.7 all existing rights and easements and quasi easements affecting the Property
  - 12.8 any interest falling within any of the paragraphs of Schedules 1 and 3 of the Land Registration Act 2002 which affect the Property
13. The Seller shall not be under any liability to assure the Property (whether by way of sub-sale or pursuant to a direction by the Buyer or in any other manner) to anyone other than the Buyer named in the Memorandum of Sale
14. The Buyer hereby acknowledges and admits:
  - 14.1 that he has satisfied himself on all matters relating to user under all enactments relating to Town & Country Planning and that any description of the Property which includes any reference to its use does not imply or warrant that it may be legally used for that purpose and
  - 14.2 that he has had the opportunity of inspecting the Property and that whether or not he has inspected he purchases it with full knowledge of its actual state and condition and shall take the Property as it stands

- 15.1 All Arrears due up to completion shall remain due to the Seller
- 15.2 On completion the Buyer will
- 15.2.1 give notice in writing to the tenants to pay the Arrears to the Seller
- 15.2.2 assign to the Seller in the form of the deed of assignment annexed hereto as Schedule 4 or in such other form as the Seller shall reasonably require the right to recover the Arrears from the tenants and so that the assignment of the Arrears if any for any part or parts of the Property other than 316a Ladbroke Grove shall be in similar form mutatis mutandis
- 15.3 The Seller shall upon the giving of an undertaking for safe custody be entitled to require the production of any of the Underleases for evidential purposes only in court proceedings for the recovery of the Arrears.
- 16 The transfer to the Buyer shall be executed in duplicate and shall contain:
- 16.1 covenants by the Buyer with the Seller in the terms of paragraphs 1 and 2 set out in the document annexed hereto as Schedule 1 and
- 16.2 a proviso and agreement and declaration in the terms of paragraph 3 set out in the document annexed hereto as Schedule 1 the words and phrases having capital letters therein having the same meanings as those ascribed to them by these Special Conditions save that for the purpose of this clause and the document annexed hereto as Schedule 1 “the Transferor” shall mean the Seller and “the Transferee” shall mean the Buyer
- 17.1 Not later than three working days prior to the Completion Date the Buyer shall deliver to the Sellers solicitors the Leases Deed of Covenant and the Rent Deposit Deed of Covenant in all cases properly executed by the Buyer
- 17.2 The Leases Deeds of Covenant and the Rent Deposit Deed of Covenant shall be returned by the Sellers solicitors to the Buyers solicitors on completion

18 On completion the Seller will assign to the Buyer in the form of the deed of assignment annexed hereto as Schedule 5 or in such other form as the Seller shall reasonably require the benefit of clause 17.5 of an agreement dated 27<sup>th</sup> September 2004 made between (1) the Superior Landlord and (2) the Seller

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Schedule 1

1. The Transferee hereby covenants with the Transferor by way of indemnity only to observe and perform all restrictions covenants agreements stipulations provisions conditions and other matters contained or referred to in the registers of title numbers BGL 51564 and BGL 51565 and BGL 51566 and BGL 51567 and BGL 51568 and BGL 51569 and the lessee's covenants contained in each of the registered leases and the lessor's covenants contained or referred to in the Underleases and other documents specified in paragraph number 3 below and any other matter relating to the Property in respect of which the Transferor may remain liable following completion AND to indemnify and keep indemnified the Transferor from and against all actions costs claims demands losses expenses and liability in respect thereof or in any way relating thereto

2. The Transferee hereby further covenants with the Transferor that the Transferee shall within not later than five days after the date hereof deliver

2.1 to the Superior Landlord the Leases Deeds of Covenants

2.2 to the tenant at 318 Ladbroke Grove the Rent Deposit Deed of Covenant

2.3 to the Sellers solicitors evidence of compliance with paragraphs 2.1 and 2.2 above.

3. Provided always and it is hereby agreed and declared as follows:

3.1 The Transferor is not liable under any covenant implied into this transfer by statute for any breach of the terms of any of the registered leases concerning the state and condition of the Property

3.2 For the purpose of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee

4. The Underleases

	<u>Part of Property</u>	<u>Date</u>	<u>Document</u>	<u>Parties</u>
4.1.	312 Ladbroke Grove	8.3.2003	Lease	Notting Hill Home Ownership Ltd (1) Oakland Foster (2)

	<u>Part of Property</u>	<u>Date</u>	<u>Document</u>	<u>Parties</u>
4.2.1	314 a & b Ladbroke Grove	12.4.1999	Lease	Notting Hill Home Ownership Ltd (1) Rugby House Project (2)
4.2.2		20.8.1998	Court Order	
4.2.3		14.1.2004	Rent Review Memorandum	
4.2.4		14.1.2004	Rent Review Memorandum	
4.3.1	316a Ladbroke Grove	29.1.1996	Lease	Vondel Ltd (1) Rodney McGillivary & Paul Clark (2)
4.3.2		15.1.1996	Court Order	
4.4.1	316b Ladbroke Grove	10.7.1991	Lease	Notchmagic Ltd(1)Z.A.Bhatti(2)
4.4.2		10.10.1996	Rent Review Memorandum	
4.4.3		18.11.2003	Rent Review Memorandum	
4.5.1	318 Ladbroke Grove	14.9.2001	Lease	Notting Hill Home Ownership Ltd M. Baker Shaker (2)
4.5.2		14.9.2001	Rent Deposit Deed	Notting Hill Home Ownership Ltd (1) M. Baker Shaker (2)
4.5.3		27.9.2004	Deed of Covenant	Notting Hill Home Ownership Ltd (1) M. Baker Shaker (2) The Seller (3)
4.5.4		31.5.2006	Rent Review Memorandum	