

McHugh & Co - 10 Jun 2020 - Lot number: 29

165 Ongar Road, Brentwood, Essex CM15 9DL

About this report

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We break legal packs down into nine sections: **Special conditions - Title (Office Copy Entries) - Tenancy documents - Searches - Protocol Forms - Transfer Document (TR1)- Management Pack - Lease - Miscellaneous**. For definition of all of these sections please refer to the glossary <https://www.aucspace.com/glossary> available on our website.

The following sections have no current data or are not relevant to this property: - Tenancy Documents - Transfer Document (TR1) - General Property Information

The following sections exist for this property (click on the link to go straight to that section of the report):

- [Special Conditions](#)
- [Title \(Office Copy Entries\)](#)
- [Searches](#)
- [Management Pack](#)
- [Lease](#)
- [Miscellaneous](#)

Special Conditions

1. The special conditions do not take contain the seller's or the seller's solicitor's details. Special condition 20 suggests that the seller has purchased the property within the last six months.
2. The deposit payable will be 10% of the purchase price (to be paid as agent). If deposit funds have not cleared within seven days of the contract date, the seller can withdraw from the sale but will be still be entitled to recover the full deposit from the buyer.
3. Completion will take place on 22 July 2020. The seller is entitled to delay completion by 10 working days and the buyer cannot serve a notice to complete during this period.
4. The property being sold is leasehold with vacant possession however if property becomes squatted or unlawfully occupied then the sale will take place on this basis and completion cannot be refused or delayed as a result.
5. The buyer will still be required to complete where the seller is not yet the registered proprietor of the property at the Land Registry (and the seller will provide evidence of the current registered proprietor together with a certified copy extract from the TR1 or seller's contract to purchase). Completion must also still take place if there are any adverse entries within the title registers so long as the seller's solicitors have given a formal undertaking to remove these (at the buyer's cost).
6. A sum equalling to 2.75% plus VAT of the purchase price will be payable on completion (subject to a minimum of £5,000 plus VAT) (commonly known as a 'buyer's premium').
7. An additional sum of £650 must be paid on completion towards the cost of searches and the EPC.
8. The property is sold as seen.

9. The property is being sold subject to the matters contained in special condition 14. The buyer is assumed to have full knowledge of any notices or planning or building regulations matters affecting the property together with any breach of the lease, the physical extent of the property and the physical condition of the property. No enquiries can be raised in relation these matters.
10. The buyer can also not raise any enquiries as to missing keys, missing deeds or out-of-date Land Registry title registers.
11. The seller will only be responsible for service charge for the period up to completion where it has received a written demand for it.
12. The buyer must enter into a deed of covenant with the landlord where required.
13. The contract interest rate will be 10% above the base rate of Lloyds Bank Plc.
14. If completion is delayed and the seller serves a notice to complete, the seller's legal costs of £600 plus VAT must be paid. The notice to complete period has been reduced to 5 working days.
15. The property is at the risk of the buyer from the contract date (however see lease section below regarding landlord's obligation to insure property).
16. The buyer is permitted to carry out non-structural works prior to completion subject to a signed key undertaking being given.
17. The transfer deed from the seller to the buyer will contain an indemnity covenant requiring the buyer to comply with the terms of the leasehold title registers.

▶ Action (Special Conditions):

- You may wish to contact the auctioneer to ascertain the identity of the seller and their solicitors.
- Take Stamp Duty advice on payment of the buyer's premium and other associated costs.
- Arrange inspections of the property and consider the risk of squatters.
- As the property is 'sold as seen' you should ensure that you are satisfied with its physical condition together with any contents being left at the property.
- You may wish to take legal advice on the implications and risks involved in purchasing a property from a seller who may not yet be the registered proprietor at the Land Registry. You should also consider the availability of mortgage finance where the seller has not owned the property for at least six months.

Title (Office Copy Entries)

Leasehold title registers

1. The leasehold title is owned by Mr Raymond Allen who acquired the property in 1989. A grant of probate has been supplied confirming that Mr Raymond Allen is now deceased and Mr John Allen has been appointed as executor.
2. The lease was originally granted on 31 August 1989 from Mr Stanley Walter Hawkes as landlord (1) to Mr Raymond Allan and Ms Iris Joyce Taylor as tenants (2). It appears that Mr Allen and Ms Taylor purchased the freehold interest simultaneously.
3. The part tinted blue on the title plan includes the ground floor flat only. Leasehold title registers
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- The part tinted blue on the title plan includes the ground floor flat only.

Freehold title registers

- The freehold title is owned by Mr Raymond Allan and Ms Iris Joyce Taylor who acquired the freehold in 1989 and will be the landlords under the lease. It is uncertain as to whether one of the owners of the freehold and the owner of the leasehold title registers are the same since the spelling of the surname differs ('Allen' vs 'Allan').
- A conveyance of the freehold title dated 31 August 1989 between Mr Stanley Walter Hawkes as seller (1) to Mr Raymond Allan and Ms Iris Joyce Taylor as purchasers (2) granted a right of way for the owners of 165 and 165A Ongar Road over the strip of land coloured brown on the title plan.
- A long lease of 999 years was also granted of the first floor flat known as 165a Ongar Road.

► Action (Title (Office Copy Entries)):

- You should check the leasehold Land Registry title plan as this reflects the extent of land which you will be purchasing.
- You may wish to obtain up-to-date title registers from the Land Registry and (as mentioned above) seek legal advice on purchasing a property from a party who is not yet the registered owner.
- You should assess the availability of mortgage finance where the seller has not been the registered owner for at least 6 months.
- Consider investigating into the identity of the landlords and whether they are also now deceased. Take legal advice on the implications of this (if any).

Searches

Local authority search

- A Disabled Facilities Grant was issued in 2008 which restricted the sale of the property for five years. The conditions expired on 6 October 2013.
- Temporary consents were granted in 1981 and 1984 for the use of part of the garden for the storage of building materials and a workshop.
- The search results include the following references however no further details have been provided: BRW/1160/78 Withdrawn, BRW/22/69 and BRW/865/73.
- Building regulations approval was issued in 2008 for the conversion of a bathroom into a wet room with new drainage.
- Ongar Road and Doddinghurst Road are adopted roads which are maintainable at public expense.

Drainage and water search

- The property is connected to sewage and mains water supply services.
- There appears to be no public drain or sewer within the boundaries of the property.

- The contamination risk has 'passed'.

Chancel repair liability search

- The property is not within an area at risk of chancel repair liability.

▶ Action (Searches):

You should obtain details of any alterations made to the property which would have required planning or building regulations consent which have not been mentioned in the search results.

Management Pack

A standard leasehold management pack has not been supplied.

▶ Action (Management Pack):

- Obtain replies to Form LPE1 from the current landlord (via the seller's solicitors once their details are known) which should at least contain some ground rent information.
- As the leaseholder is responsible for repairs and maintenance of the building, you may wish to investigate further into potential costs involved (for example by contacting the seller's solicitors or the owner of the first floor flat).

Lease

Parties

- The landlords according to the freehold title registers provided are Mr Raymond Allan and Ms Iris Joyce Taylor.

Lease term

- The lease was granted on 31 August 1989 for a term of 999 years from 1 January 1985. There are therefore approximately 968 years left to run.

Ground rent

- The ground rent payable is £25 per annum which will double every 333 years (see fifth schedule to the lease). The ground rent must be paid on 1 January each year.

Demise

- The property consists of the ground floor flat (as shown edged red on the lease plan) together with the garden (as shown edged blue on the lease plan). The extent of the property is also detailed in schedule 1 of the lease and includes the exterior walls and foundations.

5. There is no strict service charge payable since the owners of both flats appear to be responsible for the exterior and structure of the building however the leaseholder must pay 50% of the costs of common items (such as maintenance of joint fences, sewers, drains etc.) (see clause 4(c)).
6. Please note that the positioning of the paragraphs on page 4 of the lease may lead some to believe that the above cost is not payable by the leaseholder as it has been excepted by clause 4(b).

Alterations

7. Structural alterations, removal of landlord's fixtures (such as fitted cupboards, bathroom suite etc.) and construction of new buildings requires the prior written consent of the landlord (see clause 4(d)).

Repair and decoration

8. The flat must be kept in good and tenable state of repair and condition (see clause 4(g)). The interior of the flat must be decorated every seven years and the exterior must be decorated every three years (see clauses 4(h) and (i)).
9. The inside and outside of the windows must be cleaned at least once a month (see clause 4(j)).

Sales and transfers

11. You must not sell, transfer or sublet part of the property (as opposed to the whole).
12. Notice of sale, mortgage or subletting must be served upon the landlord and a registration fee of £15 plus VAT will be payable.

Use

13. You must use the flat as a single private residence in the occupation of one family or household only (see paragraph 1 of the fourth schedule).

Other obligations

14. You must comply with the regulations contained in the fourth schedule to the lease which are self-explanatory. In particular, vehicles cannot be parked on the pathway shown hatched black on the lease plan.

Insurance

15. The landlord is not responsible for insuring the building. Instead, the leaseholder is responsible for insurance and must provide a copy of the policy and premium receipt upon request to the landlord (see clause 4(o)). If the property is destroyed or damaged, the leaseholder will be responsible for using the insurance proceeds to reinstate the property. If the insurance proceeds are not sufficient, the leaseholder must pay out of their own pocket.

- Review the lease plan to ensure it is accurate. Consider any alterations which may have required the prior consent of the landlord.
- Read and review the terms of the lease in full as the section above consists of a non-exhaustive summary.
- You should note that the insurance, repair and maintenance of the entire flat (including the foundations and exterior) area is the responsibility of the leaseholder. The landlord is not obliged to repair any aspect of the building including the structure or common parts. You should seek legal advice if necessary and ensure that the lease terms of the first floor flat include similar obligations relating to repair and maintenance. You should also note that the lease does not appear to place any obligation upon any party to repair common items or the common passageway. Again, seek legal advice as needed.
- You should consider how buildings insurance will be taken out in practice given that the property is a flat and therefore part of a whole building.

Miscellaneous

The property has an Energy Efficiency rating of E

▶ Action (Miscellaneous):

- The completed protocol forms have not been provided. Obtain these from the seller's solicitors if possible and review their contents.
- You should ensure that you are happy with the physical state of the property including any contents included within the sale. You should also obtain a survey of the property.

