

Legal Title REPORT for
Mr and Mrs Andrew Smith
Purchase of 2 Station Road,
Warmington-on-Sea, Sussex

Hello,

We have now carefully looked through all the documents your seller's lawyers have provided to us and so can report to you on them as follows: -

1. The Contract

This is in a standard form provided by the Law Society and is used by lawyers in almost every residential sale and purchase.

It incorporates standard conditions and special conditions of sale.

We have considered these and so will not specifically highlight them to you unless we feel it necessary.

Please check the description of the property and the price.

(Please let us know if you have agreed to purchase any contents or fittings).

Please do NOT insert e.g. the completion date or deposit etc. as we will do this on exchange of contracts.

Please sign the contract but DON'T DATE it.

When you have read through everything and are happy to proceed, please send us the signed contract with a note authorising us to exchange contracts.

Thank you.

2. The Property Information form TA6

The sellers have provided information about the property in this standard form, including for example, any alterations they have carried out, installation of new windows, boiler etc.

We have raised enquiries about anything that we feel needs clarifying and asked to see any document that is mentioned, but which was not provided to us.

Please read through the form carefully and let us know if there is anything that doesn't accord with what you saw or were told, when you viewed the property.

3. The Fittings and Contents form TA10

Please check through this form and let us know if there is anything marked as 'excluded' which you were expecting to be included in the price.

Please speak to the sellers direct (or through the estate agents) about any items offered for sale. Let us know if you would like us to pay for these on completion with the purchase price.

4. The Land Registry Title Document and plan

We would draw your attention to the following provisions: -

Rights that affect the property – (referred to in the Property Register)

These are contained in the Transfer from the Developer dated 17 May 2000 (see below).

Rent charge

There is a rent charge payable on the property which you will see is £1 10 shillings (£1.50!) per year.

We have raised an enquiry about this to see if it is still paid and to who.

Please check that the area on the Title plan, accords with the extent of the property as seen by you when you viewed it. If you are unsure, please arrange to view the property again and of course, let us know immediately if anything is different.

5. The Transfer of the property from the builders dated 17 May 2000

We would draw your attention to the following provisions: -

Rights that benefit the property – (contained in the First schedule to the Transfer)

- a) A right of way over the roads and footpaths on the estate. (These have now been adopted and so are public save for the private footpath to the neighbour's rear garden).
- b) A right of way over the footpath on your neighbour's garden (coloured blue on the plan).
- c) The Right to use any shared services such as drains or sewers, that may run through a neighbour's property. (Note - most shared sewers are now the responsibility of the Water and Drainage company).
- d) The right to enter your neighbour's property (by prior arrangement) if necessary, to repair yours. (E.g. placing a ladder in your neighbour's garden, to enable you to clean your gutters or repair a wall close to the boundary).

Rights over this property for the benefit of neighbouring property –

(contained in the Second schedule to the Transfer)

- a) A right of way over the footpath on your garden for your neighbours to gain access to their rear garden (coloured brown on the transfer plan).
- b) The neighbours' right to use any shared services such as drains or sewers, that may run through your property.

- c) A right for your neighbour to enter your property (by prior arrangement) if necessary, in order to repair their property.

(These are the usual 'give and take' rights provided for modern estate properties).

Covenants and restrictions – (contained in the Third schedule)

The Transfer contains various covenants including:

- Not to extend the property without the consent of the developer. (This covenant is limited to the first 5 years so has now 'lapsed' and so consent is no longer required).
- Not to use the property other than as a private dwelling house. (This would not prevent you renting the property but may prevent the use of it for e.g. holiday lets).
- Not to park anything vehicle in the drive except a roadworthy car or light commercial vehicle.
- Not to do anything which is, or might become, a nuisance to neighbouring property. (Examples might include lighting bonfires, making excessive noise etc.)
- Not to display any advertisements on the property except a 'For Sale' or 'To Let' signs.

Please read through these carefully and let us know if there is anything you don't understand or which you feel might affect your enjoyment of the property.

Please let us know also, if it seems that the sellers have not complied with any of the covenants.

Service charge

There is a service charge payable of £125 per year. This is payable to the Managing Agents who maintain and repair the roads and amenity areas, not maintained by the council as public areas.

Please check that the area on the Transfer plan, accords with the extent of the property as seen by you when you viewed it. If you are unsure, please arrange to view the property again and of course, let us know immediately if anything is different.

As always, please let us know if there is anything you don't understand.

Also, if there is anything arising from any of these documents, that you feel we should know about or doesn't accord with what you have seen or been told.

Many thanks.