

Richard Kanani & Co
SOLICITORS AND COMMISSIONERS FOR OATHS

4 Cranmer Road, Hampton Hill, Middlesex TW12 1DW
Telephone: 020 8941 8363 Fax: 020 8941 8853
Email: rk@richard-kanani.com

Mr J A Robbins
1 The Maltings
Green Lane
Appledore
EX39 1QZ

Our ref: RK/lw/ROBBINS

Date: 06 December 2022

BY E-MAIL ONLY

Dear Jake

RE: Purchase of garages/garden 3 Pitt Hill Appledore Biedford EX39 1PU

My pre-contract work in connection with your purchase of the above property is now mostly complete and I therefore enclosing the following documents for you to go through: -

- Energy Performance Certificate
- Land Registry Register and Filed Plan
- Property Information Form
- Fixtures Fittings and Contents List
- Local Search
- Environmental Search
- Drainage Search
- Purchase Contract
- Additional Enquiries with Replies

The property which you will be acquiring is shown edged with red on the **Land Registry Plan**. Please look at this carefully and e-mail me if you consider that this does not accurately represent the property you wish to buy. The boundary line shown at Land Registry is drawn to scale and only shows the general boundaries rather than the precise boundary line.

For valuation purposes, you may wish to note from the **Land Registry Register** that the Sellers acquired the property on 25th January 2019 and the value given was £35,000.00. This means that they were unlikely to have acquired the property on purchase (perhaps under inheritance) but the value given is unlikely to have been based on formal valuation but may well have been an arbitrary figure or estimate given by the Sellers or their Solicitor.

C1 of the Register confirms that all the deeds and documents relating to the land have been lost before first registration and any covenants imposed prior to 13th September 2017 are therefore still enforceable. I have therefore arranged for the Sellers to provide the attached Restrictive Covenant Indemnity Policy to insure against the risk of any third party seeking to enforce a breach of the covenant. The policy can be passed on to future buyers, but the sum assured may have to be increased. Any contact with the persons or company that may have the benefit of

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any covenant over the property would invalidate the policy. However, this policy may not cover you if you plan to carry out development on the land and it is likely you would need to source a specialist policy. I therefore advise you to check this point with the insure whose details appear on the policy.

Please read the **Property Information Form** completed by your Sellers carefully. One general point I would make about the form and any replies to enquiries is that really you should verify as many of the replies as possible by your own independent enquiries e.g. speak to any neighbours, obtain Planning & Flood Reports, Gas & Electrical, Knotweed checks etc. It can be very expensive and time-consuming to try and sue the Seller on any inaccurate replies after completion with no guaranteed outcome, so it is preferable not to rely on this.

Please advise me if you believe any of the Seller's replies in the form to be inaccurate. At Reply 8 the Seller has not disclosed any rights which either the property benefits from or which it is subject to, other than shown on the title. However, if from your inspection you believe this is incorrect, please e-mail before exchange as there can be "over-riding interests" which are not shown on the deeds but still legally binding on the land.

I would draw your attention to Reply 5 which indicates that the property itself is sold without any guarantee as to its condition. Therefore, the property is sold in its actual state and condition and from exchange of contracts, you will not have any redress for any structural defects. A structural survey is therefore advisable.

According to the Seller's reply to question 3.1 of the Property Information Form, the Sellers have had a pre-application inspection from the Council on the site. I have asked for a copy and the Sellers have informed me *that pre application inspection from the Council for potential planning permission, the details of this were supplied through the Estate Agent and the buyers will be aware of this.* I would be grateful if you would share this information with me if you do have it and if not let me know so that I can raise an enquiry with the Seller's Solicitor.

The Sellers have indicates that the land is not insured. They stated in their replies to question 6 of the Property Information Form *Currently rent out the property (space) to a local individual who uses it for storage of his tools and recently deceased mother's possessions.* I have raised enquiries in respect of this reply and have asked whether the rental space will cease on your purchase. The Sellers have responded as follows:-

The current occupier of the garages will be vacating before completion. Upon a tentative completion date being set the Sellers will be asking the current occupier to vacate. Once notice has been given to the current occupier the Seller will confirm this. The occupier pays £50 per calendar month.

Obviously, it is preferable for the occupier to vacate before exchange as if there are issue with him vacating afterwards completion may have to be delayed plus you then have the opportunity

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to inspect the property and confirm that the occupier has not caused any damage or left any rubbish. However, please email me to confirm you are happy to proceed on this basis.

You will note that the Sellers have indicated that they are unaware as to whether the land is affected by Japanese Knotweed. This is a very invasive plant, which is very hard to control and irradiate. I have raised further enquiries and the Sellers have indicated they are *unaware of any plant considered to be Japanese Knotweed at the property, however, are not experts and your clients will need to rely on their own inspection*. It is therefore advisable to have your own checks carried out before exchange to establish this.

Please read the **Fixtures Fittings and Contents Questionnaire** carefully. This indicates which items at the property are included in the sale and which are not. Please e-mail me if anything stated was in fact supposed to be included, or if you reach agreement with the Sellers to buy any excluded items.

The **Environmental Search** confirms that the property has been ‘passed’ meaning that environmental risks are unlikely to lead to the property being designated as “contaminated land” or have a significant impact on the property as security for normal lending purposes. This is important because liability to remediate land contamination can fall on the owner of the land affected. However, do please read the search carefully paying particular attention to any replies which are not in the negative.

I would not pay much attention to the drainage search because the Property Information Form Q13 confirms that there is no connection for water or sewerage. Therefore, South-West Water appear to have provided details for the nearest property with a connection. The search does indicate that the nearest sewerage treatment works is 1.6km to the South-East and that the water quality is “Soft”. Also, it provides maps if you are planning development of the nearest drainage or water connections in the road.

The **Local Search** received from Torridge District Council shows historic Planning in respect of alterations to a house at 3 Pitt Hill and demolition of outhouses dated 10th May 1982, together with listed building consent.

The Search confirms that the land is within a Grade II Listed Building numbers 2-11 Pitt Hill Grade II the list of Buildings of Special Architectural or Historic Interest which was registered on the 19th February 1973. This means that listed building consent must be applied for in order to make any changes which might affect its special interest and these can include internal alterations. Planning Permission and Building Regulation Approval may also be required. Listed Building Consent normally affects outbuildings too so and it is a criminal offence to carry out works to a listed building without the required consent so it is best to check with the Council’s Historic Environment Officer before you carry out any work and obtain written

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confirmation of the position first. If there is any doubt whether there have been unauthorised works, then the Council should be requested to carry out a Compliance Check.

The Search confirms that the roads coloured brown on the search plan, which appear to include Pitt Hill, is an adopted highway (ie maintainable at the public expense and with public rights of way). There is waiting or loading restriction outside the school in Richmond Road, and further information can be found by emailing lcharges@devon.gov.uk

The land is within Appledore Central Conservation Area, which means that certain types of work may require Planning approval from the Council whereas normally it would not. It also covers works to most trees, and you should consult with the Local Authority before doing any work to a tree.

This search, like the other two searches mentioned below, is only valid at the date of search i.e it does not protect you against any changes after that date. I would point out that, despite being known as a “local” search, this search generally only reveals information which relates to the property searched against e.g. it will not reveal application for development in the area. I can obtain a separate Planning Report that would show such applications quickly and please send a further bank payment for £44.10 if you would like me to do so. You may also wish to inspect Council’s local plan to find out the proposals for the area that includes the property. Should you wish to do this the Council’s telephone number is 01237 428700 and further information may be found on their web site and at reply 1.2 of the search.

Where the property lies within a Church of England parish which a vicar and a church dating back to medieval period or earlier, there can be liability to contribute to repairs to the chancel of the church under the Chancel Repairs Act. However, a Chancel Repair Indemnity Policy to insure against the risk of liability is currently provided free by my search provider with the search bundle and the policy can be passed on to your Buyer when you sell.

As regards your finances I understand that the purchase is cash with the funds immediately. I understand that the source of funds is from your pension in accordance with the statement provided.

Under the contract the property will be at your risk from exchange of Contracts. You should therefore arrange for insurance. You should obtain quotes at this stage, so you can be sure that insurance is available on the usual terms and so that the policy is ready to go on risk immediately on exchange. Please let me have a copy of the insurance for my file. I also recommend that you re-inspect the land and garages before exchange to ensure that it is in the same condition as when you made your offer particularly as there is an occupier.

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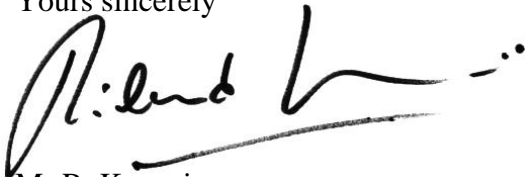
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The **Purchase Contract** provides for you to purchase land and garage at 3 Pitt Hill Bideford EX39 1PU for £90,100.00 which I understand is the agreed price. If you want Emma's name on the title then please email me and I will send a revised report and Contract. If not, kindly sign the Contract where indicated and return the hard copy to me undated with original signature (not e-signature). I recommend that you take a picture on your phone of the signed page and e-mail these to me to check first but please note we cannot exchange on the basis of a soft copy. Please also arrange a bank transfer for £9,010.00 in respect of the ten per cent deposit payable on Exchange. My bank details are; Lloyds Bank Plc, PO Box 1000, BX1 1LT; Client Account No: 55640868-Sort Code 30-98-91 and please ask your bank to quote your surname as a reference.

Because this is below the threshold, no stamp duty should be payable on this purchase.

Please note that as with all property sales, once you have exchanged contracts, then you must complete on the time and dated fixed for completion or there are financial penalties and ultimately you could lose your deposit.

Yours sincerely



Mr R. Kanani

Richard Kanani & Co. Solicitors

Enc.