



Date: 24 April 2021
Our Ref: DP/CS/MORRELL/50730/1
Your Ref:

Foskett Marr
Gadsby & Head LLP
Solicitors

Taylor's Legal
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Essex
IG7 5PZ
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Essex
CM16 4BQ

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Dear Sirs,

Property: 5 Beech Close, Loughton, Essex, IG10 2PH
Our Clients: Morrell & Ellison
Your Clients: Aiken

Further to previous correspondence we now enclose:

By email and post

1. Draft contract

By email only

2. Office copy freehold title
3. Office copy transfer
4. Property information form
5. Contents form
6. Various certificates
7. High Hedge correspondence
8. EPC
9. Transfer that we will forward to our client for execution in readiness for completion. Please insert your clients full names, and address for service.

By post only

10. Replies to Requisitions

Our client has a related purchase and contract papers have been received.

Please advise if your client has a related sale and/or funding to conclude and in particular in regard to your clients purchase from our client:

- (a) Whether you have funds on account for searches
- (b) Whether searches have been put in hand
- (c) Whether mortgage funds is required and in place
- (d) Whether you foresee any reason why exchange of contracts cannot occur within the next 28 days.

Yours faithfully

Foskett Marr Gadsby & Head LLP

E-mail: dorothy.purday@foskettmarr.co.uk
Direct dial: 01992 563671
Direct fax: 01992 577660

The Firm is authorised and regulated by the Solicitors Regulation Authority (main office SRA ID: 469775)

Also at
106/108 High Road
Loughton
Essex
IG10 4HN

Foskett Marr Gadsby & Head LLP is a limited liability partnership registered in England and Wales under number OC328762.

The Firm's registered office is 181 High Street, Epping, Essex CM16 4BQ.

We use the word 'Partner' to refer to a member of Foskett Marr Gadsby & Head LLP.

A list of the members and their professional qualifications is open to inspection at this office.

The Firm is authorised and regulated by the Solicitors Regulation Authority.



CONTRACT

Contract date :

Seller : Richard Dean Morrell and Loraine April Ellison both of 5 Beech Close Loughton IG10 2PH

Buyer : Charlotte Aiken and Tabitha Aiken and Annabelle Aiken of

Property (freehold/leasehold) : Freehold 5 Beech Close Loughton IG10 2PH

Title number/ root of title : EX591141

Specified incumbrances : Matters contained or referred to in the Official Copy of Registered Title dated 24.04.2021 at 16.35.10 save for financial charges.

Title guarantee (full/limited) : Full

Completion Date :

Contract Rate : 4% above base lending rate of Barclays Bank plc from time to time in force.

Purchase Price : £520,000

Deposit : £

Contents Price (if separate) : £

Balance : £

The Seller will sell and the Buyer will buy the Property for the Purchase price
The Agreement continues on page 2

WARNING

This is a formal document,
designed to create legal rights
and legal obligations. Take
advice before using it.

Signed

Seller/Buyer

Law Society Formula:

Time:

Seller's Solicitors:

Buyer's Solicitors:

SPECIAL CONDITIONS

1. (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition -2018 Edition).
(b) The terms used in this contract have the same meaning when used in the Standard Conditions
2. Subject to the terms of this contract and to the Standard Conditions, the Seller is to transfer the Property with either full title guarantee or limited title guarantee, as specified on the front page.
3. (a) The sale includes those contents which are indicated on the attached list as included in the sale and the Buyer is to pay the contents price for them.
(b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale
4. The Property is sold with vacant possession on completion.
5. **Representations**
Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness
6. **Occupier's consent**
Each occupier identified below agrees with the Seller and the Buyer, in consideration of their entering into this contract, that the occupier concurs in the sale of the property on the terms of this contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.

Note: this condition does not apply to occupiers under leases or tenancies subject to which the property is sold.

Name(s) and signature(s) of the occupier(s) (if any):

Name:

Signature:

Seller's Solicitors: Foskett Marr Gadsby & Head LLP

Buyer's Solicitors: Taylors Legal

Completion information and undertakings (3rd edition)

WARNING: Replies to questions 3.2, 5.2 and 5.3 are solicitor's undertakings.

Address of the property

5 Beech Close Loughton IG10 2PH

Postcode

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Seller

Morrell and Ellison

Buyer

Aiken

1 Vacant possession

1.1 If vacant possession (of whole or part) is to be given on completion what arrangements will be made to hand over the keys?

- ☒ will be left with agents
- ☐ will be left with seller's solicitors
- ☐ other (please give details)

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1.2 If vacant possession (of whole or part) is not being given, please confirm that an authority to the tenant to pay the rent to the buyer will be handed over or be included with the documents to be remitted to the buyer's solicitors on completion.

☐ Confirmed



The Law Society

TA13

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2.1 If the title is unregistered, do you hold all of the title deeds?

☐

Yes

☐

No

If No, please give details:

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2.2 Please list all deeds and documents to be sent on completion.

Transfer

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3.1 Will completion take place at your office?

☒

Yes

☐

No

If No, where or how will it take place?

--	--

3.2 We wish to complete through the post in accordance with the Law Society's Code for Completion by Post 2019 (the Code). Please confirm that:

(a) You undertake to adopt the Code; and

☒

Confirmed

(b) The mortgages and charges that you undertake to redeem or discharge in your replies to 5.1 and 5.2 are those specified for the purpose of paragraph 7 of the Code.

☐

Confirmed



WARNING: Be alert to the risks of emailing bank details.

4.1 Please state the exact amount payable on completion.

£ Purchase price only

If it is not just the balance purchase money, please provide copy receipts for any rent or service charge or other payments being apportioned.

☐ Enclosed ☐ Not applicable

4.2 Please provide details of your bank and the account to which completion monies are to be sent:

Name of bank

Barclays

Address of bank

High Street Epping

Branch sort code

2 0 2 9 9 4

Client account name

Foskett Marr Gadsby & Head
DAP/50730/1

Client account number

20380911

5.1 Please list the mortgages or charges secured on the property which you undertake to redeem or discharge to the extent that they relate to the property on or before completion (this includes repayment of any discount under the Housing Acts).

So far as we are aware the property is free from charge. Should your pre-completion searches reveal otherwise please let us know promptly.



5.2 Do you undertake to redeem or discharge the mortgages and charges listed in reply to 5.1 on completion and to send to us Form DS1, DS3, the receipted charge(s) or confirmation that notice of release or discharge in electronic form has been given to HM Land Registry as and when you receive them?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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5.3 If you **DO NOT** agree to adopt the current Law Society's Code for Completion by Post, please confirm that you are the duly authorised agent of the proprietor of every mortgage or charge on the property which you have undertaken, in reply to 5.2, to redeem or discharge.

<input type="checkbox"/> Confirmed

Taylor's Legal
Buyer's solicitor
Date 2 / 4 / 0 4 / 2 1

Foskett Marr Gadsby & Head
Seller's solicitor
Date 2 / 4 / 0 4 / 2 1

