



Vipul Goel <vipulgoel.123@gmail.com>

Purchase of: 48 Jade Gardens Colchester CO4 5FG

5 messages

Joanna Crosby <JCrosby@haywardmoon.co.uk>

Tue, Jan 12, 2021 at 1:40 PM

To: Vipul Goel <vipulgoel.123@gmail.com>, "aggarwal.ankita@gmail.com" <aggarwal.ankita@gmail.com>

Cc: Teylor Newman <TNewman@haywardmoon.co.uk>

Dear Vipul and Ankita

I have received the title documentation from the seller's conveyancers. These are the documents that are used to prove that the seller owns the property and has the right to sell it. I enclose a copy of the following:

1 Title plan. The title plan shows the extent of the property edged in red. Please note that Land Registry plans do not show precise boundary locations – just the general boundary position. You can only establish the actual boundary location by inspection of the property. If the title plan is not as expected please let me know straightaway.

2 Register of Title. This is divided into three sections. The first section (Property Register) describes the property by reference to the title plan and contains details of any rights benefiting it. The land has the benefit of rights contained in a Transfer dated 26 June 2015 and I will report further on this below.

The second section (Proprietorship Register) shows who the current owner. There is a restriction on the Register in favour of the management company which means the company need to provide a certificate that the service charge is paid up to date before the change of ownership can be registered at the land registry. This is not an issue which is problematic but is additional administration each time the property is sold.

The third section (Charges Register) contains details of matters burdening the title such as any existing mortgages of the seller and covenants restricting how the property can be used.

Entries numbers 1 and 2 refer to Transfers dated 30 March 2004 and 17 June 2004 which both contain covenants (legally binding obligations) that affect the development as a whole. They mainly relate to not damaging or interfering with cables, electric lines, etc. or cause a nuisance or disturbance which would affect the neighbouring retained land etc. Whilst I have attached these documents for reference concerning the restrictive covenants I do not expect you to read through the whole documents.

Entry number 3 refers to further covenants specifically affecting the property as contained in a Transfer dated 26 June 2015. I enclose a copy of the Transfer, please read through it carefully as its provisions continue to bind the property you are buying. The property is outlined in red on the plan and it is for you to ensure by way of survey and inspection that this accurately reflects the extent of the property on the ground.

- Clause 1 (continuation sheet) sets out the meanings of the terms used throughout the transfer and included are the definitions of the common services, communal areas, Management Company and various features, such as estate roads and shared access.
- Please note the Agreements and Declarations in clause 2.
- You are given the usual service and access rights set out in the First Schedule. You have a right and re-pass with or without vehicles over the part over the Estate Roads until the same are adopted by the Local Authority as shown hatched black on the Plan attached to the Transfer and over the Shared Access hatched black on the Plan attached to the Transfer.
- There is a right for you to enter upon the adjoining properties for the purpose of maintaining and repairing the property and any guttering and down pipes attached thereto. Except in the case of an emergency you should give reasonable notice to the owners of the neighbouring properties.
- The Second Schedule sets out similar service and access rights reserved to others.
- The Third Schedule is in two parts. Part I contains the restrictions imposed on the use of the property and includes boundary and soft landscaping maintenance as well. Please particularly note clauses 10, 13 and 14. Part II relates to the restrictions on cutting trees, hedges etc. As long as you continue to use the Property as it now stands and in the same way as it has been used in the past, circumstances in which these covenants need to concern you are unlikely to arise. However, if you can envisage making alterations to the appearance of the Property or changing its use, please let us know and we can consider the implications. Please also let us know if you think any of the covenants have already been broken, or if there are any particular covenants which cause you concern.
- The walls that divide the property from any adjoining property are deemed to be party (shared) walls and are therefore to be maintained and repaired at the joint and equal expense of the respective properties. All chimneys, stacks, rainwater pipes, gutters, spouts, fall pipes, water pipes, gas pipes, electricity mains and private sewers and drains that serve the property together with the adjoining property are to be used and enjoyed accordingly and maintained and repaired at joint and equal expense.
- The Plan attached to the Transfer shows the boundaries that are the responsibility to maintain or repair of the owner of the property with inward facing "T" marks
- The Fifth Schedule is in respect of the variable rent charge (which can also be called maintenance charge, maintenance expense, estate charge, service charge etc) payable to the Management company which is appointed to look after and private roads and communal areas on the estate. You will see that your proportion will be 0.2725% of the overall outgoings and expenditure. You will note that the rent charge year is stated to be a twelve month period ending on 30th June.
- The rent charge is created within the transfer in two parts. Clause 9 under the Agreements and Declarations creates a fixed rent charge of £5.00 per annum This is a nominal amount and therefore can be classed as an "estate rentcharge" which is permitted by reason of Section 2 of the Rent Charges Act 1977. The variable rentcharge (Fifth Schedule) is not a nominal amount and therefore is

not an estate rentcharge permitted by the legislation and as such we are not concerned about that in a rentcharge sense. The transfer provides that rights of re-entry cannot be exercised unless the rentcharge is more than 21 days overdue and in particular provides that notice has to be given to the owner and mortgagee before exercising that right. That being the case I do not think we are concerned about rights of re-entry. The issue which we are concerned about though is that Section 121 of the Law of Property Act 1925 gives rights for the rentcharge owner to impose a statutory lease for non-payment of the rentcharge (whether demanded or not). You will see that we have asked the seller's lawyers to confirm that a Deed of Variation to the Transfer can be provided so that it excludes the provisions of Section 121.

If the rent charge is unpaid for 21 days, the enforcement provisions available to the rent charge holder are:

- Action for the money
- The right to come on to the property and take rents and profits until the rent charge is paid or
- The right to create a lease over the property which remains in place until the rent charge is paid

There is no obligation on the rent charge holder to get quotes for any work that is required to the communal areas and to agree the fees with the homeowners. There is also no right for the homeowners to challenge the level of rent charge. All of these factors mean that securing a service charge by way of a rent charge is becoming unpopular.

As the rent charge benefit has been transferred to the Management Company following the completion of the development, the reality is that all of the property owners will be involved in the process due to their membership of the company, so there are unlikely to be problems in practice. However, we have to bring these points to your attention now as it is something which could put some buyers off from buying the property from you in the future and some lenders might not want to lend money on a property affected by a rent charge. It is going to be a problem of some sort unless and until the government change the law. Please also be aware that if you make the payments promptly no issues should arise anyway.

- The Sixth Schedule is in two parts. Part A sets out the obligations of the Company in respect of the communal areas and Part B refers to expenses and outgoings generally, including those mentioned in Part A.

You can ignore entries 5 and 6 as these relate to the seller's existing mortgage and will be removed on completion.

Having now had the opportunity of reviewing the enclosed title documents and the Property Information Forms sent to you previously I have raised some enquiries with the seller's conveyancers and attach a copy for your information. When I receive replies I will let you know.

If you have questions on the documents or information supplied so far please do let me know.

Regards,

My details



Joanna Crosby

Director

T: 01473 295803

E: jcrosby@haywardmoon.co.uk

Connexions

159 Princes Street

Ipswich

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www.haywardmoon.co.uk

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6 attachments



-  **G017900001 Official Copy Register - EX925002.pdf.pdf.pdf**
83K
-  **G017900001 Official Copy Title Plan - EX925002.pdf.pdf.pdf**
177K
-  **G017900001 Official Copy Transfer 30.03.2004 - EX925002.pdf.pdf.pdf**
914K
-  **G017900001 Official Copy Transfer 17.06.2004 - EX925002.pdf.pdf.pdf**
774K
-  **G017900001 Official Copy Transfer 26.06.2015 - EX925002.pdf.pdf.pdf**
2044K
-  **G017900001 Additional Enquiries.pdf**
50K

Vipul Goel <vipulgoel.123@gmail.com>
To: GOEL Vipul <vipul.goel@axa-insurance.co.uk>

Tue, Jan 12, 2021 at 3:10 PM

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6 attachments

-  **G017900001 Official Copy Register - EX925002.pdf.pdf.pdf**
83K
-  **G017900001 Official Copy Title Plan - EX925002.pdf.pdf.pdf**
177K
-  **G017900001 Official Copy Transfer 30.03.2004 - EX925002.pdf.pdf.pdf**
914K
-  **G017900001 Official Copy Transfer 17.06.2004 - EX925002.pdf.pdf.pdf**
774K
-  **G017900001 Official Copy Transfer 26.06.2015 - EX925002.pdf.pdf.pdf**
2044K
-  **G017900001 Additional Enquiries.pdf**
50K

Vipul Goel <vipulgoel.123@gmail.com>
To: Joanna Crosby <JCrosby@haywardmoon.co.uk>
Cc: Teylor Newman <TNewman@haywardmoon.co.uk>, "aggarwal.ankita@gmail.com" <aggarwal.ankita@gmail.com>

Wed, Jan 13, 2021 at 4:24 AM

Dear Joanna

Thanks for looking into this.

I have looked at comments and there are few queries.

- i) Is there any advantage to buy property in Trust than in joint names ? I see seller has done that
- ii) Is it a Freehold property? That's what had been conveyed to me during the meeting.
- iii) Am I allowed to give property on rental later (assuming no challenge from lender)
- iv) Is there a plan when Estate roads to be transferred to Local Authority? Any implications of that ?
- v) If neighbours access my property for repair, who takes care of cost if something breaks or needs to be broken to repair their side ?
- vi) Is building of conservatory allowed or permission is required ?
- Vii) Will kitchen remain fitted ? Seller told me verbally yes to that, however hasn't written that in form sent.
- Viii) Paying rent charge on time is not a major issue. However, what is meaning if statutory lease and how can it affect me ?

I would let know if any further questions arise.

Thanks

Vipul

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Joanna Crosby <JCrosby@haywardmoon.co.uk>

Thu, Jan 14, 2021 at 6:51 PM

To: Vipul Goel <vipulgoel.123@gmail.com>

Cc: Teylor Newman <TNewman@haywardmoon.co.uk>, "aggarwal.ankita@gmail.com" <aggarwal.ankita@gmail.com>

Dear Vipul,

Thank you for your email, my response are in red below.

Regards,

-

My details



Joanna Crosby

Director

T: 01473 295803

E: jcrosby@haywardmoon.co.uk

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From: Vipul Goel <vipulgoel.123@gmail.com>

Sent: 13 January 2021 04:25

To: Joanna Crosby <JCrosby@haywardmoon.co.uk>

Cc: Teylor Newman <TNewman@haywardmoon.co.uk>; aggarwal.ankita@gmail.com

Subject: Re: Purchase of: 48 Jade Gardens Colchester CO4 5FG

Dear Joanna

Thanks for looking into this.

I have looked at comments and there are few queries.

i) Is there any advantage to buy property in Trust than in joint names ? I see seller has done that We have provided you with information as to how to hold the property and it is for you to decide what best suits your personal circumstances. We will record as joint tenants following completion of the purchase unless you provide a change in instruction in the meantime

ii) Is it a Freehold property? That's what had been conveyed to me during the meeting. Yes it is freehold – this is recorded at A:1 of the Register.

iii) Am I allowed to give property on rental later (assuming no challenge from lender) The mortgage offer that has been issued is a residential one so if you wished to rent the property out at a later stage then you would need to obtain the lender's consent before doing so otherwise you would be in breach of mortgage conditions

iv) Is there a plan when Estate roads to be transferred to Local Authority? Any implications of that ? We will report further on this once the Local Authority search has been issued

v) If neighbours access my property for repair, who takes care of cost if something breaks or needs to be broken to repair their side ? The Transfer provides that any persons exercising this right does so causing as little damage as possible and is required to make good any damage done

vi) Is building of conservatory allowed or permission is required ? You would need to obtain consent from the original developer for a conservatory in accordance with clause 14 of Part 1 of the Third Schedule.

Vii) Will kitchen remain fitted ? Seller told me verbally yes to that, however hasn't written that in form sent. The kitchen is fitted so the seller is required to leave this in situ on completion but we can ask them to specifically confirm this is you wish

Viii) Paying rent charge on time is not a major issue. However, what is meaning if statutory lease and how can it affect me ? We will report to you in more depth regarding this once the seller's lawyers have responded to our initial enquiry.

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Vipul Goel <vipulgoel.123@gmail.com>

Fri, Jan 15, 2021 at 6:38 AM

To: Joanna Crosby <JCrosby@haywardmoon.co.uk>

Cc: Teylor Newman <TNewman@haywardmoon.co.uk>, "aggarwal.ankita@gmail.com" <aggarwal.ankita@gmail.com>

Dear Joanna

Thanks. I am fine with all answers below

Regards

Vipul

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