

ENQUIRIES BEFORE CONTRACT

Property: 48 Jade Gardens Colchester CO4 5FG

Seller: Sweeney

Buyer: Goel and Aggarwal

Date: 12 January 2021

<p>1. The following question deals with the issue of contamination at the property or any land surrounding the property. Examples of contamination would be the property having been built on an old landfill site, pit or quarry or if the land was previously used as a garage/petrol filling station or for any industrial process or if there has been a chemical spillage on the land either by the seller, or a predecessor in title, or chemical spillage on an adjoining property that may seep into land forming any part of the property:</p> <ul style="list-style-type: none"> a. Is the seller aware of any contamination to the property or surrounding land? b. Is the seller aware of any contamination caused to the property or surrounding land by an adjoining landowner? c. Is the seller aware of the former use of the land prior to the property being constructed? d. Has the seller received any form of Remediation or Environmental Notice or correspondence or is the seller aware that any such Notice or correspondence might be received? 	<p>No to all.</p>
<p>2. Are all the items within the sale the seller's own property free from any hire purchase or any other form of third party charge?</p>	<p>Yes.</p>
<p>3. Please provide details of all alterations or additions made to the property since the date of construction which would have required Planning Permission, Building Regulation Approval, Listed Building Consent and/or Conservation Area Consent.</p>	<p>None.</p>
<p>4. Please provide copies of all Consents relating to the alterations or additions referred to in the previous questions or provide an explanation as to why they were not needed.</p>	<p>N/A.</p>
<p>5. Has the property ever been underpinned or has any other work been carried out to the property to remedy subsidence or heave?</p>	<p>No.</p>
<p>6. Has any insurance claim been made against the property or its contents?</p>	<p>Yes at 6.5 of the Property Information Form and 20 below.</p>

7.	Please supply a copy of a recent water/drainage account.	Attached Please provide a complete copy as we cannot determine from the one provided whether surface water is actually being charged in view of your client's response to enquiry 30 below.
8.	Please provide us with a copy of the signed (but undated) transfer. This request is made to comply with Law Society's Conveyancing Protocol we would urge you to supply this at an early opportunity to ensure that there is no delay on completion.	To follow. Awaited.
9.	Please confirm that at completion you will retain a certified copy of the transfer so that you can supply this to us should the original be lost in the post and not be received by us	Confirmed.
10.	We note the property is subject to a Rentcharge and the transfer does not contain provisions that exclude the provisions of Section 121(4) of the Law of Property Act 1925. Please arrange for a Deed of Variation to be issued.	We understand the rent charge owner is the Management Company and your client will be required to become a member. Please also note clause 9.2 of the Transfer dated 26th June 2015. Notice must be served on the owner and lender before the right to re-entry can be exercised. The Transfer does not exclude the provisions of S121 and therefore if a Deed of Variation cannot be provided to rectify this, then we will require the attached indemnity policy is in place on completion to protect our lender's security. Please confirm that an allowance can be given on completion and that the assumptions can be satisfied. We are currently waiting for confirmation from our lender client that such a policy will be acceptable to them.
11.	Please provide a copy of the Lease dated 19 th March 2007 referred to in the 2015 Transfer or confirm that it's provisions do not affect the property.	Please refer to 4.6 and 4.8 of the 2015 Transfer.
12.	Please can the seller confirm that they have exercised the right granted in the title freely and without hindrance.	Confirmed.
13.	Please can the seller confirm whether they have experienced any issues with others exercising the	No issues have been experienced.

	rights reserved in the title.	
14.	Please can the seller confirm whether there have been any breaches of the restrictive covenants contained in the title.	No breaches as far as our client is aware.
15.	We confirm the contract is approved as drawn.	Noted – however please see attached amended contract to include only one occupier, namely Michael Brett. The Second Occupier has vacated.
16.	Please provide certified copy marriage certificate in respect of Mrs Sweeney.	This was supplied with our email of 09 th December.
17.	Please provide the NHBC warranty. Unless NHBC dealt with building control, which is not evident from the documents supplied, there should be a Gas Safe Building Control Compliance Certificate and a Building Control Compliance Certificate for the electrical installations at the property. Please either provide these, or evidence that NHBC oversaw building control	Please see attached NHBC Certificate together with Certificate of Completion, Gas Safe Certificate, Domestic Electrical Installation Certificate and Fire Detection Certificate.
18.	We note that there is guest parking on the estate – is a permit required and if so are permits obtained from Trinity or the Local Authority?	No permit is required for guest parking.
19.	Please provide Planning Permission, Building Regulation Approval and Building Regulation Completion Certificate in respect of the construction of the property.	<p>Attached.</p> <p>We note that we have been provided with planning permission for Phases 1-3, please can you advise which permission specifically relates to this property together with confirmation of which conditions have been satisfied.</p>
20.	Please can the seller elaborate on their response at 6.5 of the Property Information Form and confirm that the claim was settled and all remedial works have been completed.	Our client advises that the claim was settled and that all remedial works have been completed.
21.	Please confirm you hold the contract signed by both occupiers.	<p>As above, there is now only one occupier and he has been asked to sign the contract.</p> <p>We await your confirmation this is now held.</p>
22.	Given the seller's response to 12.3 (d) of the Property Information Form, please can the seller arrange for the boiler to be serviced prior to exchange	Our client is not prepared to pay for a boiler service. It is relatively new and in good working order.
23.	Please can the seller confirm that the items	Confirmed, the items marked as "fitted" are

	marked as "fitted" in the Fittings & Contents Form are included in the sale	included. Bedroom 1 wardrobes are also included in the sale.
24.	Please provide covenant consent in respect of the removal of the internal wall.	<p>Our client advises that covenant consent was not obtained.</p> <p>Please provide a suitable indemnity policy for our approval.</p>
25.	<p><u>Trinity Estates Property Management</u></p> <p>a. We note that the 1.6 of the FME refers to there not being a rentcharge which contradicts the title documentation. Can you please clarify?</p> <p>b. Please provide service charge accounts for 2020.</p> <p>c. We note service charge accounts have not been finalised for the year ending 31 December 2020. Please confirm a retention of £100.00 will be held on completion in respect of these and the finalisation of these. If the same is agreed we will provide a clause to be inserted into the contract.</p> <p>d. We note from the statement that the half yearly service charge from 1 January 2021 should now have been applied. Please provide us to date statement.</p>	<p>a) To follow.</p> <p>Awaited.</p> <p>b) To follow.</p> <p>Awaited.</p> <p>c) A retention of £100.00 is agreed.</p> <p>Please provide contract rider for our approval in this respect.</p> <p>d) To follow.</p> <p>Awaited.</p>
26.	Please provide the EPC.	Attached.
27.	We reserve the right to raise further enquiries.	Noted.
28.	We attach an extract of our Local Authority Search and we would be grateful to receive copies of the documents revealed or confirmation that the same do not apply to the property.	<p>See 19 above.</p> <p>Please see 19 above.</p>
29.	Our Local Authority Search has revealed that only part of Stanford Road that serves Jade Gardens is adopted. Please obtain an update from the developer or local authority as to when this is anticipated to be complete.	<p>We have received the following response from the Highways Department and attach the S38 Agreement referred to:-</p> <p>"We cannot give a timescale at present as this is with the Developer Linden Homes. However there is a S38 Agreement in place"</p>
30.	Please can the seller advise how surface water is dealt with at the property as our Water & Drainage Search has not been able to confirm.	Our client advises that surface water drains to a manhole in the garden and general drainage points around the estate.

Hayward Moon Property Lawyers