

## **PROPERTY REPORT**

**Report on Title:**                **7 Blake Street, Buckinghamshire, HP19 8FW**

**Prepared for:**                **Miss Eichstadt**

### **Introduction**

Please read the enclosed report. It contains important information in connection with the Property you wish to buy. This Report has been prepared for the sole benefit of you, Miss Eichstadt, in connection with your proposed purchase of the Property from the Seller and for no other purpose.

Enclosed with this Report are copies of documentation we have received in connection with your proposed purchase of the above Property.

The purpose of this Report is to highlight matters relating to your prospective purchase of this Property – please note that the content is not exhaustive and if there are any matters which you need to raise our attention to then you must inform us prior to exchange of contracts.

The contents of this report and private and confidential. It must not be relied on or made available to any other party without our written consent.

The report is based on our review of the title documents, search results, planning documents and replies to pre-contract enquiries given by the Seller.

We have not inspected the Property therefore we are unable to advise on the physical condition of the Property. Therefore, we would advise that you arrange for a survey of the Property to be carried out should this not already have been arranged. A survey should identify physical defects in the Property and, may warn of (any) potential defects. It is important to be

aware of any defects in the Property before you exchange Contracts. Once Contracts have been exchanged, you will not be entitled to receive any compensation from the Seller should you have to put right any defects on completion. Please note, however, that the Seller is under no legal obligation, whatsoever, to put right any recommendations as advised by a surveyor. A surveyor will be giving his advice based, in the main, on the structural integrity of the building and in relation to the Property itself. Please take note that it is not the legal responsibility of the legal owner of the Property to maintain the Building's structure. This responsibility lies with the Freeholder/Landlord/Management Company. Any attempts by the legal owner of the Property to interfere with the Building's structure could constitute an act of trespass and, will be a clear breach of the Property's Lease. It is likely that the surveyor may not be given the relevant permissions by the Freeholder/Landlord to gain access to the Building's structure; or, at the very least, the surveyor is likely to be given (very) limited access only, (in any case).

All this said, please be advised that the Property is managed and, the Managing Agent is under contract with the Freeholder/Landlord/Management Company to maintain; repair; replace and renew the Building's structure in accordance with the Property's Lease. On this basis and, with regard to the limitations of a surveyor when surveying a leasehold property, an independent survey, in our opinion, is not strictly essential. Of course, this is entirely your decision. Naturally, your lender would have carried out a survey of the Property albeit at a very basic level and, for valuation purposes only.

We are unable to advise on the value of the Property. Therefore, we recommend that you have the Property professionally valued. You should ensure that the valuer is aware of the matters mentioned in this Report, as they may affect the Property's value. Of course, the Property has been valued by a local and respected Estate Agent in line with current market conditions. Of course, you have agreed to pay the required purchase price and, your lender is also in agreement to the same as it has offered you a mortgage.

We trust you will find this Report both helpful and informative. Please ask us about any points that you would like to discuss and contact Joma Lawton.

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## **CONTRACT**

We enclose the form of contract approved by us on your behalf.

This is the document that once signed and FORMALLY EXCHANGED will commit you to buy and the seller to sell the Property at the price agreed. We do not propose within this report to detail matters relating to the contract but we would draw the following points to your attention.

### **Purchase Price**

The purchase price is £147,500.00

### **Additional Items**

As far as we are aware you have not agreed to purchase any additional Items.

### **The Interest Rate**

This is the rate of interest that you will have to pay to the Seller if completion is delayed beyond the Completion Date i.e. the date you must pay the balance of completion monies to the Seller to be able to move into the Property for any reason other than the Seller's fault. For this reason, it is wise to agree a sensible completion date and time between 2 and 4 weeks from exchange.

### **The Conditions of Sale**

You will see that the contract refers to the standard conditions of sale. These conditions of sale are in fairly general use and strike a fair balance between the Seller and the Purchaser.

### **Contract Time**

On the completion date the Contract time is 2pm and this is the time that we must ensure the purchase is completed by to avoid the Seller serving a Notice to Complete. Please therefore arrange to transfer any balance of funds required to complete to our client account in good time for completion i.e. to be received by us no later than the working day before completion to avoid any delays and additional costs.

### **Deposit:**

You will see that upon exchange you will have to pay a deposit. This is to secure your performance of the contract will be forfeit if you fail to complete. It will be applied on completion in part payment of the price.

The deposit is usually 10% but less may be payable with the Sellers consent if you do not have the full 10% available please let us know if this is the case.

**The amount required for exchange is £14,750.**

Please send the deposit to us when returning the contract. You can transfer the funds to our client account (see below for details) Please be aware that if you are transferring funds electronically to Hine Solicitors you need to ensure that you have the correct account details. Fraudsters have been known to instigate last minute changes of account details by a practice known as "Spoofing" whereby clients are sent an email which on the surface appears to come from their solicitors, but is in fact a fraudster giving them details of an account to which criminals have access and from which they are able to steal the funds. Our account details are as above in this Property Report, by further written mailed correspondence or by pdf attachment. It is unlikely that our bank details will be varied and you should treat any email or other correspondence that purports to come from us, changing the bank account details, with suspicion. Please telephone or speak to your solicitor in person to verify the account details before transferring any funds. Hine Solicitors cannot accept any liability if you are the victim of such fraud.

The deposit will be held by the Seller's solicitor as stakeholder which means that the deposit sum will remain in the Seller's solicitors client account.

### **Insurance**

On exchange of contracts, normally the Property will be at your risk but as this is a leasehold property the Landlord arranges the buildings insurance.

The cost of the insurance policy is then evenly distributed equally between the owners of each flat and usually included in the service charge payment requests either on quarterly/six monthly or annual basis.

You will also need to arrange contents insurance and you should of course arrange your own insurance regarding this. It may well also be wise to have cover for public liability and this is often included in a contents insurance policy, but it is wise to check this. It would be wise to

revalue the contents of your house because of the possible increase in the value thereon as many people unintentionally under insure as a result of inflation.

You should be aware though that you may come across difficulties with regards to any contents or chattels which you have agreed to buy with the Property, either within the purchase price or by way of an additional payment. The difficulty is that those items remain the property of the Seller until completion and if they are damaged between exchange and completion the Seller's obligation would be to compensate you for the loss of them and not necessarily to replace them with new ones.

### **Completion Date**

Please leave this blank in the Contract. This is the date when we will have to pay the balance of completion monies and you will be able to move in to the Property. The date will be agreed just prior to exchange and we will insert in the Contract at that point.

It is normally advisable to leave at least two weeks between exchange and completion because there are a number of legal formalities including searches that have to be carried out between these dates. Should these formalities not be finalised prior to completion, then there is a danger that completion would be delayed and you would have to pay the penal interest rate.

In particular, most lenders require at least 5 working days' notice to remit funds. Whilst some are prepared to try to send funds more quickly, they will not usually guarantee the position. Some lenders may therefore charge interest a little earlier than we complete. However, this rate of interest is likely to be less than the rate which would be incurred to our bank if our client account is technically overdrawn.

### **Retention**

For your information, the Property's Service Charges are estimated until the Year End accounts have been finalised. Therefore, in the event that the Service Charges have been under-estimated for a particular year, the legal owner of the Property, at that time, will be liable for any Deficit regardless as to whether he or she was, in fact, the legal owner of the Property for that particular (preceding) Year End.

In the event the accounts were under-estimated, we will ask the Seller to provide a Service Charges Retention to be released to us should the Property's account reveal a deficit. Of course, any balance will have to be paid by you.

Conversely, however, should the particular Year End accounts have been over-estimated, the Property's account will reveal a credit. In this instance, the Seller may require that you also provide a Service Charges' Retention so he will benefit from his overpayment and, not you.

Should the respective Retentions for the Service Charges' Retentions be agreed, these amounts will remain in the Seller's (and Buyer's) solicitors' firm's client bank accounts, (for a reasonable period, to be agreed between the parties), and, any monies will be released only upon presentation of the relevant Service Charges' demand from the Buyer to his solicitor.

We must add at this point that the Seller is under no obligation to agree to a Service Charges' Retention at all.

Both the Ground Rent and Service Charges' demands for the current periods must be paid in full, on completion, by the Seller. Therefore, you will become liable for the Service Charges and Ground Rent costs from the day of completion up until the end of the respective financial periods. Nevertheless, you will have to reimburse the Seller on completion from the day of completion up until the end of the current financial periods

On completion the Seller has agreed to a retention in the sum of £300 in respect of the future apportionment of service charge payable by the Sellers to the date of completion. The retention will be held by the Seller's solicitors until the earlier of when the final service charge accounts are produced or 12 months from the date of completion.

Please note that you are required to send to us within 5 working days of receipt the final service charge accounts for the year 2024-2025 for us to recover the service charge on your behalf. If there is no shortfall then the retention will be released to the Sellers.

## **REGISTERED TITLE**

The Sellers solicitors have produced to us title to the Property which is registered at the Land Registry. The title deeds comprise a Filed Plan and Official Copies and we enclose copies of them.

### **Landlord's Title (freehold)**

The Landlord is Gatehouse Way Developments Limited whose freehold is registered at the Land Registry under title number BM328126 and the extent of the estate of shown edged red on the filed plan ('the Building'). The matters contained in the freehold title, affect the tenants also, you should note the following:

- The freehold land is subject to rights for the running of water and soil from the premises to the adjoining properties. There is no right of light.
- The roads footpaths verges and shared accessways are subject to rights of way

### **Seller's Title (Leasehold)**

The Seller's title is registered at Land Registry which means the title documents show all that is affecting the Property except overriding interests (overriding interests include rights of way, rights of occupation, hunting and various other rights). We enclose a copy of the register for your information.

### **Land Register Title Number**

The unique Land Registry title number is BM392283

### **Seller's Title Filed Plan**

This shows the area to be purchased by you and you should check (or re-check by reinspection) that the plan is accurate.

Our investigation of title is based upon an examination of the documents and papers produced to us and would not normally include a physical inspection of the Property. We are unable, therefore, to advise you whether or not the plan (or property description) is accurate. We must therefore ask that you pay particular attention to those parts of our report that deal with these matters and that you let us know if you feel that the plan, property description or details are inaccurate.

The Filed Plan is produced by the Land Registry and its accuracy is to the nearest half a metre. If you would like to see further details on the accuracy of the Filed Plan you can visit the Land Registry website and look at Practice Guide 40 and the appropriate supplements <http://www.landregistry.gov.uk/professional/guides>



### **Property Register**

This describes the Property's postal address and details any rights affecting the Property.

The Property has the benefit of the following rights;

- Exclusive right to use the car parking space tinted pink on the plan

The freehold land has the benefit of the rights granted by a Transfer dated 3 August 2007

- Right of way over the Access Road
- Right of support and protection from adjoining properties
- Right of entry to renew and maintain the buildings
- Right to connect to the drainage systems

The Property is subject to reciprocal rights. Note this Transfer was later amended by a Deed of Variation dated 1 April 2009, copy enclosed.

You will also find details the Lease governing the Property. A lease is a complicated document and we mention some of the terms later in this report.

### **Proprietorship Register**

This details the current owner of the Property and also the grade of title held by them (in this case Absolute Title, which is the best grade of title).

### **Charges Register**

This details matters that affect the Property.

References to Legal Charge(s) relate to mortgages the seller has against the Property. They will be removed completion. Details of your own mortgage will appear here following registration at the Land Registry.

### **REGISTERED LEASE**

The Lease will govern your ownership of the Property and it is important that you are aware of its main provisions. We recommend that you take time to read the Lease and to help you understand it, we have set out some (but not all) of the main terms.

### **Term**

The term granted by the Lease is 150 years and there are 139 years left to run.

You should be aware when you come to sell the Property that if there are less than 80 years left to run on the Lease, a prospective Purchaser may have difficulty in arranging mortgage finance. Should it be necessary, you can ask the Landlord to extend the term but it is usual to have to pay a premium for this.

When you extend a Lease that has less than 80 years to run, there is an additional fee to be paid to the Landlord, this is called a "Marriage Value or Marriage Fee". When a Lease is extended, it adds value to the property and on certain occasions it can be a substantial amount. Under the Leasehold Reform Act 1993, the Landlord is entitled to half of the increase in the value of the property when a lease with less than 80 years to run has been extended. You should always look to extend a lease before it hits the 80-year mark for this reason. When you extend a lease with a remaining term of 80 years or more, no marriage fee is payable.

You need to be aware that you will need to own the flat for at least two years before you can commence the legislative formal process, alternatively you may be able to negotiate informally for a lease extension directly with the Landlord.

### **Property**

We enclose a copy of the Lease. The Property demised are detailed on page 1 and Schedule 1 of the Lease. The Property comprises the third floor flat known as 7 Blake Street Aylesbury HP19 8FW shown edged red on the plan to the Lease includes all pipes etc which solely serve the premises, the ceilings and floors but not any part of the structure of the building.

Please check that these details are accurate.

### **Lease Plan**

Our investigation of title is based upon an examination of the documents and papers produced to us and would not normally include a physical inspection of the Property. We are unable, therefore, to advise you whether or not the plan (or property description) is accurate. We must therefore ask that you pay particular attention to those parts of our report that deal with these matters and that you let us know if you feel that the plan, property description or details are inaccurate.

### **Rights Granted**

The Property have the benefit of the rights set out in Schedule 2 of the lease. In particular, there are the following rights:

- a right of way over the common parts of the estate to gain access to the flat,
- the right for pipes and services to pass through the common parts of the building and through under any of the other flats.
- The right to access other parts of the building to repair and maintain the pipes and services
- The right of support and protection from the neighbouring flats.
- The exclusive use of the Allocated Parking Space
- To use the bin store
- To use the visitors parking space

### **Rights Reserved**

The other tenants in the Building have similar rights over your Property contained within the Third Schedule of the Lease.

### **Ground Rent**

There is an annual rent of £175 which is paid to the Landlord annually.

Ground rent will be reviewed every 25 years in line with the Retail Price Index.

### **Tenant's Covenants**

The Tenant is required to perform the covenants contained in Schedule 4 of the Lease. In particular you should take note of the following: -

- You must pay rent and all outgoing
- You are responsible to keep the Property in good repair. If you do not carry out necessary repairs the Landlord can do them for you and charge you for the cost.
- You must redecorate the flat every 5 years
- To use the property as a single private dwelling and to use the allocated parking space for the parking of one private motor vehicle taxed and insured
- You must not make any alterations without the Landlord's consent
- Not to obstruct any part of the Management Area or the Estate
- You can only sell or let the entirety of the premises (i.e. you cannot grant a sublease of part only of the premises)
- You must comply with all planning regulations
- You must not do anything which may make the buildings insurance void.
- You must comply with the Landlord's regulations for the estate.
- Not to keep any animals except common domestic pets without the Landlord's consent (which can be withdrawn)
- The Tenant is responsible for a proportion of the maintenance cost for the estate. You will find details of the current maintenance charge later in this report.
- There are direct covenants with the other tenants in the building promising the

performance of your obligations in this Lease. You will find an explanation of mutual enforceability of covenants later in this report.

### **Landlord's Covenants**

The Landlords covenants are contained in Schedule 5 of the Lease.

- The Landlord is responsible for the insurance of the estate and must apply any insurance money received to the reinstatement of the estate. You will find a copy of the current insurance schedule in the appendix to this report.
- The Landlord is responsible for the common parts of the estate and for the maintenance of the structure and roof of the building. As explained above, you will reimburse the Landlord of the cost of this by way of your service charge contribution.
- The Landlord has covenanted to act to enforce covenants of the other tenants in the building. You will find an explanation of the mutual enforceability of covenants later in this report.

### **Enforcement of Covenants.**

A lease is a contract between the Landlord and Tenant. One of the basic rules of a contract is that only the parties of the contract can enforce the terms of the contract against the other. A Landlord can always enforce the covenants of leases against each tenant; however, the tenants do not always have the power to ensure that another tenant performs his covenants. In order to satisfy the requirement of your mortgagees, there needs to be some method of allowing mutual enforceability of covenants between the Tenants (particularly in relation to covenants concerning use, repair and nuisance).

In this Lease there is a covenant by the Landlord to act to enforce a breach of covenant by another tenant

### **Forfeiture**

If the rent is in arrears for more than 21 days or if there is a breach of covenant, it will be lawful for the Landlord to re-enter the premises and forfeit the Lease.

## **Building Safety Act 2022**

The Building Safety Act provides protection for leaseholders who may otherwise be financially responsible for remediation work necessary to fix historical building safety issues. However, whether a leaseholder is eligible for these protections depends on factors such as the type of building, the leaseholder's status as a "qualified leaseholder," and the type of remediation work needed.

Based on the information provided by you and the seller's solicitors, we have determined that the Building Safety Act's protections may not be applicable to your specific situation.

## **General Leasehold Matters**

The Landlord is Gatehouse Way Developments Limited, their agent is Broadoak Management Ltd.

There is a registration fee of £130 plus VAT payable to the Management Company on the completion of your purchase of this Lease. There is also a fee of £130 plus VAT for the Certificate of Compliance required to register the property in your name at Land Registry.

The current maintenance charge is £2,372.62 per annum. The Seller will discharge all arrears on completion and if necessary an allowance may be due. You will find enclosed accounts for the previous three years and you should check these carefully. You will see from the accounts enclosed that there is a reserve fund.

There are no major works anticipated which are likely to increase the amount of service charge you pay. Note external and internal redecoration is due in 2026 however the management company have not been able to advise on potential future costs of this work. Please note therefore you could see an increase in your service charge payments next year to meet the cost of this work if it is not recovered from the reserve fund.

You will find a copy of the Buildings Insurance Policy in the appendix to this report

## **SEARCHES AND ENQUIRIES**

In accordance with normal conveyancing practice we have carried out searches and made enquiries relating to the Property. This next section deals with the results and replies to these searches and enquiries.

### **Property Enquiries/Property and Leasehold Information Forms**

We have already provided you with a copy of the Property Information Form and Leasehold Information Form. In addition to these Forms we have raised a number of additional enquiries and enclose a copy of these along with the Seller's replies in the Appendix. The Sellers and their solicitors have replied to our enquiries concerning the Property which we enclose and you should be noted carefully.

The replies to enquiries or documentation should disclose any alterations, extensions or building works that have been carried out to the Property. In the event that they do not and you believe such building works have been carried out to the Property, please let us know.

### **We draw your attention to the following:**

1. Our clients full name for the contract is Patrycja Eichstadt **see attached amended contract**
2. Please provide up to date copies of the title BM32816 - if this is not available please advise what applications are pending and confirm they do not relate to this property **there are two pending applications, these do not affect this property**
3. Title BM32816 refers at C19 to a unilateral notice for a contract for sale of block 14 - has the sale of this block now been concluded?  
**The management company have advised a contact at Leybourne Homes has confirmed Block 14 is still with Gatehouse**
4. Please supply the electrical testing certificate 2021 **see attached**
5. Please provide the boiler installation certificate **attached**
6. Please provide the planning permission, building regulation compliance and new home warranty for the property **see attached you will note NHBC dealt with building regulations for the property. We will not be providing a copy of the planning permission as the property is over 10 years old**
7. Please confirm the utility service providers details **Gas & Electric E-On, water - Thames Water**

8. The seller refers to a headlease in the TA7 however it does not appear from the title there is one, can you please confirm **there is no headlease**
9. The seller has now answered 1.3- 1.5 of the TA& please confirm the responses **1.3 – (c), 1.4 – no, 1.5 – yes.**
10. Please supply the installation certificate for the new fire doors and confirm the cost has been paid by the seller **see attached, invoice shows this has been paid**
11. Please provide the management pack (and landlord pack if separate) **attached**
12. Is the Lease a Qualifying Lease as defined by the Building Safety Act 2022? **No**
13. Is the Building a Relevant Building as defined by the Building Safety Act 2022? **The building is only 4 storeys high and under 11 meters**
14. Are there any Relevant Defects as defined by the Building Safety Act 2022? **Only relevant to buildings over 11 meters**
15. Please provide copies of the executed Leaseholder Deed of Certificate (in the form set out in the Building Safety (Leaseholder Protections) (England) Regulations 2022) and the required accompanying documents, and confirmation that they have been submitted by the relevant leaseholder to the landlord. **Please refer to LPE1 attached**
16. We look forward to receiving the Landlord's Certificate/s, signed by the Landlord in the form set out in the Building Safety (Leaseholder Protections) (England) Regulations 2022, and the required accompanying documents. **Not applicable**
17. Please provide copies of any Remediation Order or Remediation Contribution Order. **See attached email 30 April**
18. Please confirm whether the building has been or will be self-remediated by a developer? **there is no remediation work to be completed**

**What we can say is that a previous FRAHSA has stated that the build is of brick and concrete, and that using the Governments Fire Risk Assessment Prioritisation Toolkit, enacted in May 2022 by the Fire Safety Act 2021, to determine categorization, this block has been classed as Tier 5, which is very low priority. The assessor therefore concluded that no further action was necessary.**

**We can also confirm that a FRAHSA was completed on 25<sup>th</sup> April and we are currently awaiting the report for us to review, which we would be hopeful to receive within the next 2-3 weeks.**

19. Where the building has not been or will not be self-remediated by the developer and has been or will be remediated pursuant to a recognised government remediation scheme, please provide evidence confirming this commitment in the form of a letter from the UK government confirming acceptance into said recognised remediation scheme; **N/A**



20. Please confirm the seller will agree a retention of £500 for a period of 12 months **we feel £300 is sufficient please confirm and we will take clients instructions**  
**Draft rider attached, £300 is agreed**
21. We note internal and external redecorations are due in 2026, please confirm if this will be paid for from the reserves or if an increase in service charge is anticipated/s20 notices to be served? **Unable to predict**
22. Please confirm the actions required by the fire risk assessment have been completed  
**We confirm that a FRAHSA was completed on 25<sup>th</sup> April and we are currently awaiting the report for us to review.**
23. Please confirm all arrears of service charge will be discharged on or before completion **confirmed**
24. Please provide a ground rent statement **attached**
25. Please provide a full LPE1 from the management company, their information sheet/pack does not cover a lot of the information and detail required by the LPE1  
**see attached**
26. Please confirm with the management company if a Deed of Covenant is required  
**refer to LPE1**

**There appears to have been the following carried out;**

- Gas safety record 2024 enclosed

### **Fittings & Contents Form**

The Sellers have completed a Fittings and Contents form (a copy of which has already been provided to you) identifying those items to remain and those to be removed from the Property, which you should note carefully and please let us know if it is incorrect in any way.

### **Gas & Electrics**

We would recommend that you ensure all gas appliances and the electrical system is checked by a qualified engineer prior to committing to an exchange of contracts.

### **SEARCHES**

We have reported to you separately with the search results.

### **Survey**

We would very strongly recommend and advise that you commission your own survey report on the Property. Should you wish to take up our advice please provide a copy of your survey report to us.

You should note that in relation to the purchase of a property and its physical condition, the law is 'Let the buyer beware'. You should satisfy yourself by inspection and survey that the Property is satisfactory. This must be done prior to exchange of contracts as once contracts are exchanged you are legally bound to complete even if you later discover physical defects at the Property.

### **MORTGAGE**

We have been instructed to act for your Lender in investigating title and arranging the mortgage. This means that we must of course report to your lender all matters which affect the value or saleability of the Property as their security in the same way, as we would report them to you. In the unlikely event of a conflict of interest arising (e.g. our investigations reveal something which you do not wish us to disclose to the lender) then we would have to withdraw from the matter. However, bearing in mind the potential of conflict of interest you may wish to take independent legal advice on the terms of the mortgage.

You should read the Special Conditions, Offer Conditions, Mortgage Conditions and Lender's Rules (if applicable) carefully as you will be bound by them. They will set out how interest is calculated. Please note many lenders charge interest on the balance of the mortgage at the end of each year. **Please also note the conditions will contain provision for the Lenders to make administrative charges (such as fees for statements, production of deeds for repayment of mortgage redemption penalties and indemnity premiums etc.)**

You should also carefully note any time limits in the mortgage and we would ask you to remember to bear these in mind when considering any completion date. **You will note your mortgage is valid until 30 September 2025.**

Mortgage instructions have been received from NatWest dated 31 March 2025 and we set out below summary of mortgage instructions and conditions. Please note that we are not authorised to give any financial advice regarding the terms of your mortgage and should you have any doubts you should speak with your financial adviser or mortgage broker / provider.

### **Mortgage Offer**

|             |  |
|-------------|--|
| Total Loan  | £132,750 plus fees                       |
| Deductions  | £1025                                    |
| Net Advance | £132,750 plus £250 cashback              |
| Term        | 35 years                                 |
| Interest    | a fixed rate of 4.67% until 30 June 2030 |

### **Payment**

This is a repayment Mortgage and you shall be repaying part of the lump sum of the mortgage with each monthly payment.

### **Insurance**

You are permitted to arrange your own insurance for the Property. However, the cover provided must not be less than the rebuilding cost stated in the valuation report. The Landlord already insures the estate with adequate cover.

### **Repayment Penalty**

You will be penalized if you redeem all or a main part of the mortgage within the fixed rate period. Further details can be found in Section 8 of the mortgage offer. The maximum amount you would have to pay is £6018.52.

### **Other Mortgages**

We are required to ask you whether you will be responsible on completion for any other mortgages. We will assume not unless you tell us otherwise.

### **Outstanding Mortgage Requirements**

Other than any matters mentioned previously in this Report, the following matters need to be dealt with to satisfy your mortgagee's requirements:

### **General Mortgage Conditions and Observations**

You will be legally responsible for ensuring that the monthly payments are made and that the

other provisions of mortgage conditions are fully complied with and observed. These include standard conditions, which are separately set out within the Mortgage Conditions Booklet and include obligations:

- To keep the Property in good repair and condition
- To insure the Property or make sure that it is properly insured.
- Not to rent out any part of the Property without the lender's prior consent
- Not to grant any second or subsequent mortgage without the lender's prior consent.

### **Other Occupiers**

As a mortgage condition, we are required to obtain your written confirmation as to whether or not any other person aged 17 years or above will live with you at the Property on completion. **Please let us have your written confirmation of this.** Any such person must be revealed to the lender who will require that person to enter into a separate Consent to Mortgage Deed or Letter of Waiver.

We are aware there will be an adult occupier and will send them the consent to mortgage deed for signing.

### **Verification of Identity**

You have already complied with the verification of identity requirements.

### **Advance Cheque or Funds Transfer**

It will be necessary for us to request this to be received in sufficient time to allow for clearance prior to completion. Failure to do so means that we would not have cleared funds to complete and would be in breach of the Solicitors' Account Rules. Because of the above, we must forewarn you that your mortgagees may charge interest on the release of advance funds prior to the actual day of completion.

### **General Mortgage Comments**

It is important to remember that the mortgage is a secured loan. If you are in default of repayment provisions or breach mortgage conditions, the lender has a considerable number of rights and powers under the mortgage deed, with the ultimate power to apply to the Court for an Order for Possession of your Property, and then to sell it and utilise the proceeds of sale in reduction of any and all monies due to them, including additional costs and expenses of sale. If the monies due to the lender are less than the amount realised on the sale of the

Property, the surplus will be paid to you. If, however, following a sale there are insufficient monies fully to discharge the lender's mortgage and costs, then any balance that is left over remains due from you as an unsecured debt and can be claimed from you by the lender. We mention that, if a lender sells the Property to enforce its security, although it is under an obligation to achieve the best possible price, it may be unlikely to achieve a sale price as high as one that you might wish or expect to achieve if you sold the Property yourself.

We would also mention that, if you had previously taken out a mortgage guarantee (or similar type policy) and a claim is made against the policy and payment made, the Insurance Company concerned could take proceedings against you to recover any monies paid out under the policy.

## **GENERAL PROCEDURE**

This section deals with the remaining stages of the transaction and the work that we will carry out on your behalf if you decide to proceed. It also deals with those matters that you will need to attend to yourself before exchange and completion.

### **Exchange of Contracts**

All the work currently being dealt with is intended to get us to the point where contracts can be exchanged. On exchange of contracts you become legally bound to complete the purchase of the Property.

### **Completion**

On exchange of contracts, the completion date needs to be agreed by all parties within the chain of transactions. This is generally two weeks following exchange. It can be longer. If a shorter period is required, then we would draw your attention to the comments that we made in our initial letter concerning this.

Once contracts have been exchanged, we will carry out the following work:

- further searches against the Property (Land Registry) and against you personally (Land Charges);
- prepare and approve the transfer and mortgage deed and arrange for signing;
- report to your lender on title to the Property (and mortgage conditions) and request

payment of the mortgage advance;

- prepare completion statement and deal with any monies due from you (or payment of any monies due to you).

### **Transfer**

You may be required to sign a transfer which is the document actually effecting transfer of the title into your name on registration at the Land Registry. You will need to sign the transfer where there are covenants that you are agreeing to comply with [see above in connection with any matters affecting the Property and to indemnify the Seller against any future breach of covenant.

### **Payment of Balance of Purchase Monies**

In this respect, please note that, if monies are due from you, we will require either

- a building society cheque or bankers draft to be paid to us no later than 8 working days before completion or
- the balance purchase monies to be telegraphically transferred to our bank account the details of which are as follows:

*Bank:*        *Lloyds Bank*  
*Name:*        *Hine Solicitors Client Account*  
*Sort Code:*   *30-13-30*  
*Account No.:* *00833212*  
*Reference:*   *JLL/EIC0002/1*

Please be aware that if you are transferring funds electronically to Hine Solicitors you need to ensure that you have the correct account details. Fraudsters have been known to instigate last minute changes of account details by a practice known as "Spoofing" whereby clients are sent an email which on the surface appears to come from their solicitors, but is in fact a fraudster giving them details of an account to which criminals have access and from which they are able to steal the funds. Our account details are as above in this Property Report, by further written mailed correspondence or by pdf attachment. It is unlikely that our bank details will be varied and you should treat any email or other correspondence that purports to come from us, changing the bank account details, with suspicion. Please telephone or speak to your solicitor

in person to verify the account details before transferring any funds. Hine Solicitors cannot accept any liability if you are the victim of such fraud.

### **Completion Statement**

The completion statement will provide details of all the payments that you have made, any mortgage funds that we are expecting directly from the lender and all costs and disbursements associated with the transaction.

### **Notify Service Suppliers**

After exchange of contracts, you should contact the service suppliers, e.g. gas, electricity, telephone, water, Local Authority (Council Tax), to advise them of the completion date and to make arrangements to have the meters read where applicable. Service providers may wish you to sign application forms to continue supply.

### **Completion Date**

The completion date is the day on which you complete the purchase and move into your new property. This means that, subject to receipt of the mortgage advance and balance monies due from you, we will complete your purchase on this day. Payment is generally made by way of bank telegraphic transfer. Once the sellers' solicitors have received the purchase monies, they will be asked to telephone the estate agents (or sellers) and authorise them to release the keys to you.

### **Stamp Duty Land Tax**

We enclose the completed stamp duty land tax form (SDLT1) please check the form and then sign, in ink, where indicated in pencil and return this to us prior to completion. The signed form will remain on our file and on completion we will submit an electronic version of the form to HM Revenue and Customs. By signing and returning the stamp duty form to us you will be confirming that the content is correct and will also be authorising us to insert the completion date into the electronic form and to submit this on your behalf. If any amendments are required to the form then you must let us know prior to completion

**Your SDLT Liability is £nil.** This is the amount we will be paying to HM Revenue and Customs.

You have informed us that you will benefit from first-time buyers' relief. As such you are confirming that the below are true:

1. This is my first purchase of a property in my lifetime;
2. I have never owned a property before, in my lifetime, either in the UK or anywhere else in the world;
3. I have never part-owned a property, (in my lifetime);
4. I am not a beneficiary under a trust for property, (or have never been); nor,
5. have I ever benefitted from a property via inheritance, during my lifetime; and,
6. the Property will be my main residence.

Please note that this is a self-assessment tax and you should always seek independent tax advice for any applicable reliefs or exemptions

### **Post Completion**

Once completion has occurred we will proceed to register you as the owner of the Property, by lodging your paperwork at the Land Registry.

It can take as much as three months to register you as the new owners.

**The Land Registry fee is £100.**

### **Wills**

The purchase of property is often a good time for you to consider making a Will or reviewing the terms and provisions of an existing Will to ensure there is no conflict to the instructions you give us relating to co-ownership. If we are able to assist you in this respect, please do not hesitate to contact us.

### **Hine Solicitors**

**May 2025**