Report on Title

Dated 01 March 2024

Purchase of 30 Old Road Badgers Mount Sevenoaks TN14 7AE

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1. **Interpretation**

The following terms are used in this report:

Benefits: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property

Contract: the agreement to be entered into between you and the Seller for the sale and purchase of the Property.

HMRC: HM Revenue & Customs.

Incumbrances: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject

Property: The property described in clause 4 of this report.

SDLT: Stamp duty land tax

Seller: David Andrew Burton and Victoria Suzanne Burton

VAT: value added tax chargeable under the Value Added Tax Act 1994.

2. **Scope of the review and limitation of liability**

2.1 This report has been prepared for the sole benefit of you, Asim Erturk, in connection with your proposed purchase of the Property from the Seller and for no other purpose.

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

2.3 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.

2.4 We have not inspected the Property and are unable to advise on the physical condition of the Property. We would advise you to arrange for a survey of the Property to be carried out, if this has not already been arranged. A survey should identify any physical defects in the Property and may warn of potential defects. It is important to be aware of any defects in the Property before you exchange contracts. Once you have exchanged contracts, you will not be entitled to any compensation from the Seller if you have to put right any defects.

2.5 We have made no enquiries of the actual occupiers of the Property and have not taken any steps to verify independently the information supplied by the Seller in replies to enquiries.

2.6 We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Property. 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 value.

3. **Purchase price and other contract terms**

3.1 The purchase price is £830,000.00

3.2 You will pay a deposit of £83,000 to the Seller when the Contract is exchanged. Although the deposit payable on exchange can be less than 10% of the purchase price, the Seller can require you to pay the balance to make the deposit up to 10% if you fail to complete the purchase of the Property.

3.3 The deposit will be held by the Seller's solicitor as stakeholder. On completion of the purchase of the Property, the deposit and any interest that has accrued on the deposit will be paid to the Seller.

3.4 We would like to bring these other terms of the Contract to your attention:

The property is sold with vacant possession.

3.5 Upon exchange of contracts a date for completion will be set. If for any reason you are unable to complete on the completion date the seller may serve a notice to complete. You will then have a further 10 working days to complete. Should you not complete within these 10 working days the seller will have a right to forfeit your deposit.

4. **The Property**

4.1 The Property is freehold building known as 30 Old Road Badgers Mount Sevenoaks TN14 7AE.

4.2 A plan showing the Property edged in red is attached. Please check the plan carefully to ensure that it accurately reflects the extent of the land that you believe you are buying. The plan may not show the exact location of the boundaries of the Property. You should inspect the Property and let us know if there are any discrepancies between the plan and the site inspection.

4.3 The Property is registered under K341299.

4.4 The registered owners of the Property are the sellers.

5. **Matters benefiting the Property**

The land is subject to the rights granted by a Deed of Grant dated 21 February 1966 made between (1) James Henry McGeean and (2) Castle Developments (Bromley) Limited.

6. **Matters burdening the Property**

A Conveyance of the land in this title and other land dated 17 September 1934 made between (1) Algernon Egerton Salt (Vendor) (2) Alan Smith (Purchaser) and (3) John Lionel Christie (Sub-purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

The following are details of the covenants contained in the Conveyance dated 17 September 1934 referred to in the Charges Register:-

i. To erect within one calendar month from the date hereof and for ever afterwards to maintain a good sufficient boundary fence of stakes and wire on the South East side of the property herein conveyed.

ii. Not at any time hereafter to carry on or permit to be carried on upon the said piece of land or any part thereof any trade business or manufacture which may be a nuisance or annoyance to the Vendor or his assigns nor permit the sale of intoxicating liquor thereon.

iii. That no hoarding or advertisement shall be erected upon the said piece of land except for the purpose of announcing the sale thereof.

iv. The Purchaser or sub Purchaser shall expend in the erection of any house or houses to be erected upon the said piece of land the sum of £500 (Five hundred pounds) each in labour and material.

v. To permit the pipe line on the south side of the property, supplying water to Mr. Bassom's house remaining as at present

7. **Search results**

7.1 **Local authority search (including any optional and additional enquiries)**

7.2 A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes,

environmental and pollution notices and whether any part of the property is registered as common land or as a town or village green. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties. If you require information about neighbouring properties, you should let us know so that further enquiries can be made.

The local authority search was provided by Index Property Information on 16 August 2023. The result of the search revealed the following information:

Old London Road is the highway maintained by Transport for London (TFL).However, please let us know if you are aware of anything that may indicate that the Property does not about the highway, for example, a strip of concrete or a grass verge between the Property and the road surface. Please also let us know if you are aware that access to the Property is gained other than from the highway or if you plan to move the access to the Property from its current position.

There is 1 entry registered under Local Land Charges Register of Entries as below:

1. ASCA/05170
AD240266
THE COUNTY OF KENT (ADVERTISEMENTS, AREAS OF SPECIAL CONTROL) ORDER 1956 AS MODIFIED BY THE DISTRICT COUNCIL
OF SEVENOAKS (AREA OF SPECIAL CONTROL OF ADVERTISEMENTS) ORDER 1993
ENTIRE SEVENOAKS DISTRICT EXCEPT FOR AREAS OF SWANLEY, FARNINGHAM, CHAUCER INDUSTRIAL ESTATE (KEMSING),
SEVENOAKS, RIVERHEAD, DUNTON GREEN, WESTERHAM AND EDENBRIDGE
REGISTERED 20/05/1993

There is 1 entry registered under Planning Register of Entries as below:

1. 17/00146/HOUSE
DEMOLITION OF EXISTING GARAGE AND THE ERECTION OF A TWO-STOREY SIDE AND SINGLE-STOREY FRONT AND REAR
EXTENSIONS
30 OLD LONDON ROAD, BADGERS MOUNT, SEVENOAKS, KENT, TN14 7AE
APPROVED WITH CONDITIONS 21/03/2017
REGISTERED IN THE LAND CHARGES REGISTER 21/03/2017

There is 1 entry registered under Building Regulations Approval from 01/01/1995 as below:

1. 18/00079/IN
TWO-STOREY SIDE AND SINGLE-STOREY FRONT AND REAR EXTENSIONS, INTERNAL ALTERATIONS INCLUDING REMOVAL OF
LOAD BEARING WALL BETWEEN KITCHEN, AND DINING ROOM AND FORMATION OF 1ST FLOOR ENSUITE.
30 OLD LONDON ROAD BADGERS MOUNT KENT TN14 7AE
COMPLETED 25/01/2019

There is 1 entry registered under Building Regulations completion Certificates from 01/01/1995 as below:

1.18/00079/IN
TWO-STOREY SIDE AND SINGLE-STOREY FRONT AND REAR EXTENSIONS, INTERNAL ALTERATIONS INCLUDING REMOVAL OF
LOAD BEARING WALL BETWEEN KITCHEN, AND DINING ROOM AND FORMATION OF 1ST FLOOR ENSUITE.
30 OLD LONDON ROAD BADGERS MOUNT KENT TN14 7AE
COMPLETED 25/01/2019
CERTIFICATE ISSUED 25/01/2019

There are 4 entries registered under Competent person Scheme from 01/01/1995 as below:

1. COMP/10/03638
INSTALLED A GAS BOILER
30 OLD LONDON ROAD BADGERS MOUNT SEVENOAKS KENT TN14 7AE
COMPLETED 07/08/2010

2. COMP/11/02644
3 WINDOWS
30 OLD LONDON ROAD BADGERS MOUNT SEVENOAKS KENT TN14 7AE
COMPLETED 15/01/2011
CERTIFICATE ISSUED 16/05/2011

3. COMP/18/14642
FENSA
INSTALL REPLACEMENT WINDOWS IN A DWELLING, INSTALL REPLACEMENT DOORS IN A DWELLING
30 OLD LONDON ROAD BADGERS MOUNT KENT TN14 7AE
COMPLETED 29/10/2018
CERTIFICATE ISSUED 11/12/2018

4. COMP/19/05433
INSTALL A HEATING SYSTEM
30 OLD LONDON ROAD BADGERS MOUNT KENT TN14 7AE
COMPLETED 31/10/2018

There is a Community infrastructure levy (CIL) Charging Schedule.

Drainage and water enquiries

The replies to drainage and water enquiries show whether a property is connected to the mains water supply and mains drainage. The replies may also show the location of public sewers within the boundary of a property and other such matters that may restrict development.

Replies to the drainage and water enquiries were provided by Thames Water on 2 August 2023.The replies revealed the following information:

Foul water is connected to Public sewer.

The search result have revealed as Not known regarding the Surface Water Sewer connectivity.

There is a public sewer within the boundaries of the property.

The property is connected to main water supply.

There are public sewers, disposal mains or lateral drains within the boundaries of the property. The sewerage company has a right of access to these in order to carry out any repairs and maintenance. This means it is important that any public sewers,

disposal mains or lateral drains within the boundaries of the property are not permanently covered. You will therefore need to come to an agreement with the water and sewerage undertaker in order to carry out any development over or near these e.g. an extension. Moreover, if you or your surveyor believes the current drains/sewrs have already been built over., please let us know immediately. Remember the existence of such drains and sewers etc may impede or impact upon any proposed building work you may have in mind for the future.

7.3 **Environmental search**

7.4 If a local authority determines that land is contaminated, and the party who caused or knowingly permitted the contamination cannot be found, the current owner or occupier of the land may be required to remedy the contamination. This can be an expensive process, so it is important to assess the risk of land being contaminated before committing to buy a property.

An environmental data search can be used to establish the risk of land being contaminated, by collating information from regulatory bodies, floodplain data and a review of current and historic land uses. This type of search is also known as a "desktop search". An environmental data search does not include a site visit or testing of soil or groundwater samples.

The environmental data search was provided by Groundsure Homebuyers on 9 August 2023. The result of the search showed that the Property is unlikely to be classed as contaminated land.

The property is located in a Modeate-Highs flood risk area.

The property is indicated to lie within an area that could be affected by natural ground subsidence.

7.5 **Chancel repair search**

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability, as this may limit the availability of indemnity insurance.

Chancel repair indemnity insurance has been obtained in order to cover you up to £3,000,000 in respect of any potential chancel repair liability.

8. **Replies to pre-contract enquiries**

Please find below enquiries:

1) Please note that Asim Erturk is the sole buyer. Please amend the contract accordingly.
2) Please remove Special Conditions 5 and 6
3) Please confirm whether your client has adhered to the covenants and restrictions set out in the Charges Register of Title Number K341299 or whether they are aware of a breach of the same.
4) Please confirm whether any of the rights referred to in the property register of the aforementioned title number have ever been interfered with or obstructed
5) TA6 – Clause 4.2 – Please provide the relevant documents (planning permissions, building regulations approvals and completion certifiifcates)
6) TA6 – Clause 8.8 – We note that there are drainage assets within the boundaries of the property, please confirm if these have been built over, if there is a build over agreement or have water authority ever exercised rights?
7) TA6 – Clause 12.1 - Please provide the relevant document
8) TA6 – Clause 12.2 – Please provide the relevant document
9) TA6 – Clause 12.3.b - Please provide the relevant document
10) TA6 – Clause 12.3.d - Please provide the relevant document
11) We note that the flood risk for the property is high (environment report attached). Please confirm if there has been any flooding in the property and if the seller has taken any steps to prevent flood.
12) Please confirm that all arrears relating to the property, including but not limited to those relating to utility bills etc will be settled before completion.
13) Please confirm whether any of the following matters have affected the property so far as the Seller is aware:-

a. structural defects

b. drainage system repairs or defects

c. subsidence

d. woodworm, rising damp, dry or other rot

e. burglary, house break-in or other attempted theft

14) On the moving date will your client remove all items not being sold with the property and all rubbish from all parts of the property?
15) Can you please confirm that all included items in the property are your clients own unencumbered property and that no items are on hire purchases
16) Has your client ever had cause to complain about water pressure? If so please provide further details
17) Has your client ever had cause to complain about a neighbour's behaviour? If so please provide further details.
18) Has your client ever been approached about possible Chancel Repair Liability?
19) Have others ever exercised rights over the property?
20) Has your client ever applied for any person's consent in relation to any restrictions or consent affecting the property?

21) Apart from the normal outgoings, does your client know of any annual or periodic charges to which the property is subject?
22) What is the rate of Council Tax payable?
23) What Council Tax bank is the property in?
24) How much do your clients pay in annual Water Rates?
25) Please confirm if there is any cladding in any part of the building.
26) Is the Seller aware of any proposals to develop neighbouring/adjoining land that may adversely affect the general enjoyment of the property.
27) Has your client always used the property for residential purposes? If "no" please explain what the property has previously been used for.
28) Please confirm that there is no asbestos in the property.
29) Please provide the relevant documents for the following entries in the Local Authority Search (attached):

1 COMP/10/03638
INSTALLED A GAS BOILER
30 OLD LONDON ROAD BADGERS MOUNT SEVENOAKS KENT TN14 7AE
COMPLETED 07/08/2010
2 COMP/11/02644
3 WINDOWS
30 OLD LONDON ROAD BADGERS MOUNT SEVENOAKS KENT TN14 7AE
COMPLETED 15/01/2011
CERTIFICATE ISSUED 16/05/2011
3 COMP/18/14642
FENSA
INSTALL REPLACEMENT WINDOWS IN A DWELLING, INSTALL REPLACEMENT DOORS IN A DWELLING
30 OLD LONDON ROAD BADGERS MOUNT KENT TN14 7AE
COMPLETED 29/10/2018
CERTIFICATE ISSUED 11/12/2018

Please find the replies to enquiries below:

1. Please see attached engrossment Contract.
2. Amended. Please see attached.
3. Our client confirms that all covenants and restrictions have been adhered to.
4. Our client states that no rights have been interfered with or obstructed.
5. Please find attached Building Regulations Completion Certificate.
6. Our client states that no drainage assets have been built over. All pipework and drainage were moved to the side passage, outside the floorplan of the building work.
7. Please find attached EICR.
8. As above.
9. Please see attached Gas Safe Certificate.
10. Please see attached Gas Safe Certificate. Our client does not hold an inspection report.
11. Our client states that there has never been any flooding at the property.
12. Our client confirms that all arrears will be settled before completion.
13. Our client states that none of these matter have affected the property.

14. Our client states that all their possessions will be removed from the property.
15. Our client confirms.
16. Our client states that there has never been any issues with water pressure.
17. Our client states that they have never had a cause to complain about neighbours.
18. Our client states that they have never been approached about Chancel Repair Liability.
19. Our client states that no one has ever exercised rights over the property.
20. Our client states no.
21. Our client states no.
22. Our client states that the Buyers are currently paying the Council Tax as they are renting the property. Our client states that when they last paid, it was Council Tax band E.
23. As above.
24. Our client is not aware as the Buyers are currently paying for this.
25. Our client states no.
26. Our client states no.
27. Our client states that the property has only been used for residential purposes.
28. Our client states that there is no asbestos in the property, as far as they are aware.
29. Please find attached 3 windows certificates and Gas Boiler Installation from 2010.

9. **Planning and building regulations**

The use of the Property as residential is authorised by established long use.

10. **Insurance**

You will take the risk in the Property from the date that the Contract is exchanged. This means that if the Property is damaged or destroyed between exchange and completion you will still be obliged to buy the Property for the price stated in the Contract. We would strongly recommend that you arrange for the Property to be insured for its full reinstatement value from the date of exchange.

11. **SDLT**

The purchase of the Property is subject to SDLT. SDLT is a mandatory tax for which you are liable. You will need to provide us with the sum of £29,000 (first-time buyer) or £29,000 (owned property before or replacing the main residence by selling the previous one and buying the new one) or £53,900 (additional property), in cleared funds, immediately prior to completion so that we can pay the SDLT to HMRC within 14 days of completion. Please remit such funds to our client account. Our bank account details are as follows:

(a) Name of bank: Lloyds Bank.

(b) Sort code: 30-92-90.

(c) Bank account number: 01914489.

(d) Reference: AOU/ 084365-0002

Conclusion

Subject to the matters referred to in this report, we are of the opinion that upon completion of the purchase of the Property and registration at the Land Registry you will obtain a good and marketable title to the Property.

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Signed: Bowling & Co Solicitors.

Dated 01 March 2024

Annexure A: Plan of the Property

