BOWLING & CO SOLICITORS

REPORT ON TITLE

PROPERTY	:	Plot A1-13-03 (Plot 457) Poplar Riverside, London shown edged red on the plan
SELLER	:	ST WILLIAM HOMES LLP
BUYER	:	Muzeyyen Erturk
LOCAL AUTHORITY	:	Tower Hamlets
PROPOSED MORTGAGEES:		N/A
MORTGAGE ADVANCE	:	N/A
PURCHASE PRICE:		£474,240.00
TITLE NUMBER	:	AGL308803 , EGL419258 and EGL418995

1. Title

The seller's title is registered at H M Land Registry under title numbers EGL418995, AGL308803 and EGL419258.

2. The Property

The property to be known as **Plot A1-13-03 (Plot 457) Block A1 Phase 1 Poplar Riverside London.** A copy of the lease plan showing the property edged in red is attached. Please check the plan carefully to ensure that it accurately reflects the extent of the property that you believe you are buying. You should let us know if there are any discrepancies between the plan and the site inspection. The property is also described in Part I of First Schedule of the Lease commencing on page 13.

The development has allocated **affordable housing**.

The property is **leasehold**.

When you own a leasehold property, it means that you do not own the land outright. You will have a legal agreement with the landlord. Essentially you have the right to occupy the property for the period of the lease. Upon expiry of the lease, the ownership of the property will return to the landlord.

The development will be managed by managing agents appointed by the landlord. Please note that this will not be a resident owned and controlled body and so accordingly your clients will not become members of the Management Company on the occasion of their purchase.

The Managing Agents, on behalf of the Management Company will carry out services including the following: -

▪ Block Management for the apartment blocks

▪ Estate Management for all plots

Please note that this is not an exhaustive list.

Buyers are responsible only for paying towards the services which they receive under the terms of their Lease.

The Management Company will arrange such insurance as is required for the apartment blocks and communal areas on the Development.

Please note that on completion your sellers/developers will collect an apportionment of the Estate/Service Charge amounting to a minimum of six months from the date of legal completion.

Vehicular access to the development is via Leven Road which are adopted highways.

Reminder of the roads within the development will be private and maintained by the Management company in accordance with the management scheme.

The sewers will remain privately maintained and costs of maintenance will be recouped from the service charge.

3. The Lease

Your attention is drawn to the terms of the Lease, which sets out the obligations of both Landlord/Lessor and Tenant/Lessee. Your obligations and restrictions, otherwise known as covenants, (which are effectively binding promises), are clearly set out in the Lease; you must comply with these. You will note particular matters which I have highlighted for you. The following items are of particular note:-

The term of the Lease is 999 years less one day from 1st January 2023. This means there are approximately 999 years left to run.

The ground rent is currently a peppercorn (£0.00) per annum.

Responsibility for insurance rests with the Landlord.

Decoration

The property is to be kept in good and substantial repair and condition.

You must keep the glass in the windows of the property properly repaired and the windows cleaned as often as is reasonably necessary and to regularly redecorate in a good and work like manner all parts of the inside of the property.

Ensure that the property has appropriate floor coverings on all floors and curtains and or blinds on all windows.

Rights Granted under the lease

We draw your attention to Part 2 First Schedule of the lease (Page 14)

(a) You have right to pass on foot along the halls corridors staircases landings and other footways in the common parts
(b) You have right to use service installations comprised in the Building for the passage of water sewage gas electricity and other services
(c) The rightat all convenient times to enter the rest of the Estate to inspect and execute works of cleaning, maintenance, repair, alteration and renewal to the Premises
(d) You have the right to use any communal aerial system or other communal transmission media
(e) The right to use any areas within the Estate designated from time to time by the Landlord for recreational purposes
(f) You have right too use any dustbin store
(g) You have right to use any facilities or thing provided for the common use
(h) You have right of support and protection for the property.

The Landlords Rights and Rights of Others

I refer to the Part 3 of the Second Schedule commencing on page 16 of the lease which sets out the rights for the benefit of the Landlord; the management company and where necessary, other flat owners. There are rights over your property for the purposes of carrying out essential works of

repair and maintenance similar to those rights that you have been granted. To summarise, you will see that they have the right to:-

(a) Share the use of the utilities with you.
(b) Build on, develop, deal with and use other parts of the building/estate as it thinks fit so long as this does not prejudice your rights.
(c) At reasonable times and on proper notice to examine the property, make repairs, extensions, connections and alterations to the building, neighbouring property or any utilities, confirm that you have complied with the provisions of your Lease, remedy any breaches that you have effected and exercise any of its other rights under the Lease.
(d) To support and protection from your property.
(e) deal with the remainder of the development and estate as they deem fit notwithstanding any detrimental affect this might have upon you or light and air to your premises

You should read through these carefully and ensure that you are fully aware of the circumstances in which third parties are able to enter onto your property.

Insurance

The management company will arrange insurance of the structure of the property but you will pay a tenant's proportion of the insurance premium by way of refund to the management company. Please see Sixth Schedule commencing on page 37 of the lease for details. The management company will insure against the usual standard risks.

You must not do anything in or upon the property which would affect the insurance. If you do, and such act or omission means that the Landlord cannot recover all or any part of the insurance, you are to indemnify and compensate the Landlord for this.

If you become aware of anything that is damaged or destroyed by any of the insured risks in terms of the building you must immediately tell the management company.

If the Property is damaged or destroyed

The management company is obliged to make good and reinstate the property and the building as soon as reasonably practicable. This is subject to your complying with your obligations.

Service Charge

The management company will provide the services set out in Parts I and II of Eighth Schedule of the Lease commencing page 41 being the expenditure for the apartment, the block and the estate/development.

You will pay to the managing company a fair and reasonable proportion of the cost of those services as shall be determined by the Landlord, having regard to the property that you occupy – please see clause 2 of the lease commencing on page 4. This will be collectable by the managing company as rent and so if you fail to pay the same, as with insurance or any other costs under the Lease, the Landlord will be entitled to require forfeiture of the Lease.

Service charge is payable on the 1st January in each year. At the end of the financial year the managing company will prepare the audited accounts and it will only then be known what the actual

service charge figures are. The managing company may then demand a further payment from you. This is known as “service charge deficit” and is payable by you on demand.

You should read these sections of the Lease in conjunction with the service charge estimates and breakdown supplied to you in order that you are aware of what services are likely to be provided in the first year and what your likely percentages and costs will equate to. Please do familiarise yourself with this section of the Lease so you become fully aware of what will be carried out and what you will contribute towards.

On completion, please note that you will be required to pay an apportionment of the service charge from the date of completion to the end of the service charge year.
Selling on the Lease and Subletting.

You must not at any time assign or transfer the whole property unless prior to or contemporaneously with the assignment or transfer the part to whom the property is to be transferred or assigned becomes a member of the management company.

You must not underlet the property for the less than six months at any time throughout the term of the Lease.

This condition is not unreasonable and is normal in a Lease of this kind.

The service charge is estimated to be between a rate of £4.38 - £4.65 per square foot, per annum. This is an initial estimate for guidance and provided for indicative purposes only. The figure may adjust over time and could be higher than the amount quoted. An updated estimate will be provided nearer to completion.

Service charge is payable half yearly in advance and a payment of £1,000 service charge will be collected on completion.

Landlords’/Company’s Covenants

The covenants on the part of the Landlord/Company can be found in Fourth Schedule of the Lease commencing on page 31. It includes the provision of all the services that has been detailed in the Lease to which you will contribute under the service charge. Please make sure you read the same so you are fully aware of the rights and restrictions the Landlord/ Management company have to adhere to.

4. **The Contract**

I have attached the Contract which is essentially the agreement to be entered into between you and the seller for the sale and purchase of the property

1. The Contract is subject to the standard conditions of sale which is usual.
2. You full name appears on the front page - please make sure it is correct.
3. The purchase price is £474,240.00
4. On exchange of Contract a 10% deposit is payable (less any reservation fee paid). Accordingly the sum of £47,424.is payable on exchange of Contracts.
5. The deposit will be held by the seller's solicitor as agent for the Seller. The seller's solicitor may release the deposit to the seller as soon as the Contract is exchanged. It may be difficult (or

even impossible) for you to reclaim the deposit if the seller does not complete the sale of the property or becomes insolvent before the sale is completed.

6. NHBC provides insurance protection if you lose your deposit as a result of the seller becoming insolvent.
7. NHBC Warranty will be provided on completion.
8. Anticipated completion date between is 3rd quarter and 4th quarter of 2025
8. The property is sold with vacant possession.
9. If you delay and fail to complete on the appointed day then, in addition to interest, you will the Sellers' costs.

You will be required to transfer the deposit monies directly into the firms account. The firm's bank details are

Bowling & Co Client Account
Lloyds Bank Plc
Eastern Branch
PO Box 1000
Andover
BX1 1LT

Sort code 30 92 90
Account number 0191-4489

Please ask your bank to quote the reference DBK/ 084358 -0001 when sending the monies.

If you are happy to proceed, please sign the Contract where indicated and return it to me at your earliest convenience.

5. **Stamp Duty**

Stamp Duty Land Tax will be payable in the sum of £ TBC on the whole of the purchase price. Stamp duty has been calculated on the basis that you are a non UK resident; own other property and that this property will not be replacing your main residence. If this is not the case, please let me know immediately. I have enclosed a calculation of the liability and would ask that you check this is correct.

You should also note, if you dispose of your previous main residence within 3 years you may be eligible for a refund. You must apply for any repayment within 12 months of disposing of your old main residence.

All monies due must be paid to HMRC within 14 days of completion. I will therefore require you to put me in funds for this before completion so that I can attend to this matter on your behalf. I am also required to complete and submit a Stamp Duty Land Transaction (SDLT) Return to HMRC

We are completing the SDLT Return in reliance on the information confirmed by and received from you. You are solely responsible for the accuracy of the information provided to us. We must therefore stress, that if the information you provide is inaccurate or incomplete, you may be liable to pay a financial penalty and/or face prosecution if this results in an incorrect SDLT Return being filed by us on your behalf.

6. **National House Building Council (NHBC)**

The property will have the benefit of the NHBC Buildmark Scheme. Buildmark is not a complete guarantee against all defects. Buildmark is an insurance policy which covers you against specified risks which could be very expensive to put right. It does not provide cover for general wear and tear, condensation, normal shrinkage, damage arising from failure to maintain the property, or minor faults which first appear after the second year. For full details you should read your copy of the Buildmark booklet which specifies the cover provided.

The NHBC Registration Number of Taylor Wimpey UK Limited is 01225.

The NHBC Registration Number of the Developer is 97848

7. **Ownership**

We understand you wish to hold the property in your sole name.

8. **Will**

You should consider whether any alterations need to be made to your Will as a result of the purchase. If you have not already made a Will, there can be considerable advantages in doing so. If you would like more information regarding this point please do not hesitate to contact me.

9. **Planning Permission/Section 106 Agreements**

Planning Permission

Copies of planning permission for the development is granted under reference PA/20/00743.
Many of the conditions referred in the planning permission have been approved

Section 106 Agreement

The Permission was granted subject to an Agreement made under Section 106 of the Town and Country Planning Act 1990 dated 30th October 2019 and made between St William Homes LLP (1) and The Mayor and Burgess of the London Borough of Tower Hamlets (2). ("the Section 106 Agreement").

The Section 106 Agreement provides for certain payments to be made and works to be undertaken in conjunction with the implementation of the Permission.

Section 1.2.1 of the Deed of Variation dated 6th January 2021 made between St William Homes LLP (1) and The Mayor and Burgess of the London Borough of Tower Hamlets (2) excludes any liability against plot purchasers.

Agreement dated 30th October 2019 and made between St William Homes LLP (1) and The Mayor and Burgess of the London Borough of Tower Hamlets (2). ("the CIL Agreement"). The CIL Agreement provides for certain payments to be made in respect of the School Site and the Park Site of the overall development. Developers have confirmed that they will deal with these payments when they fall due. In accordance with clause 2.2 of the CIL Agreement which excludes liability against plot.

Building Regulations

Building Regulations are being dealt with by Tower Hamlets Borough Council. Final building regulation completion certificate for the above property will be provided by the developers solicitor prior to the completion.

10. The Limitations of this Report

This report has been prepared for the sole benefit of you, in connection with your proposed purchase of the property from the seller and for no other purpose.

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.

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.

Where the provisions of the lease are summarised, the wording of the provisions has been shortened. Provisions that are likely to be less important when assessing their effect on the value of the property have been omitted. This report should not be used as a substitute for reading the actual Lease.

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.

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.

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.

Yours sincerely

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