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Our Ref: JHL/JHL/LMJ1/1  
Your Ref:  
Date: 23 October 2024

Dear Miss Sarmad

**Purchase of Unit 4, Brooklands Court, Kettering Venture Park, Kettering, Northamptonshire, NN15 6FD**

I am now in a position to file a Legal Report to you as I have received satisfactory legal title paperwork from the selling Conveyancer.

My investigations consist of considering the legal title to the property, raising enquiries appropriate to the title and undertaking and reviewing the results of searches. As is usual, a site inspection of the property has not been carried out and you should, therefore, rely on your own inspection.

**The Property**

The Property is known as **Unit 4, Brooklands Court, Kettering Venture Park, Kettering, NN15 6FD**. A copy of the Land Registry title plan is attached showing the extent of the Property that is being sold.

According to the title, the approximate boundaries of the Property are as shown edged red on the plan attached to this Report. However, please note that the Land Registry cannot tell you exactly where your legal boundary is, as the Land Registry title plans are to a small scale and are not intended to show the precise location of each boundary, they show general boundaries. The information is based on large-scale Ordnance Survey mapping and is generalised to some degree. For instance, it may not show small juts in the boundary or bay windows. If you believe that the plan is not correct, please let us know as a matter of urgency.

The Property has **FREEHOLD** tenure and is registered at HM Land Registry with an Absolute Title under Title Number **NN319836**.

Subject to the matters referred to in this Report and in the light of our investigations, we consider the title to the Property to be good and marketable.

### **Boundaries**

All walls separating this property from the adjoining properties are party walls and are maintainable at a shared cost with the relevant neighbour, in accordance with the Party Wall Act 1996.

The works covered by the Act are work to the existing party walls, such as demolition, rebuilding, underpinning, cutting into a party wall to take a load bearing beam (for example during a loft conversion), reducing or increasing the height of the wall or inserting a damp proof course.

If you are planning on carrying out any of the above works, you are under strict legal obligation to serve written notice on any Adjoining Owner who may be affected by the proposed works. We would advise you to consult at suitably qualified surveyor to carrying out any work.

Further information can be found at <https://www.gov.uk/guidance/party-wall-etc-act-1996-guidance>

Most boundaries and walls are party walls and fences and you shall be responsible for the cost of maintaining and repairing the walls and fences in conjunction with the relevant neighbour. You can refer to section one of the property information form for the seller's responses as to which boundaries they have been maintaining during their ownership and it would be prudent to discuss this with the neighbouring properties once you take ownership.

### **Rights/Easements**

A Right is a benefit that the Property enjoys over neighbouring property or land.

An Easement as an example is a property right that permits a third party to use another person's movable or immovable property.

A reserved right (or exception) is a right which the owner or occupier of a neighbouring Property enjoys over this Property.

Rights and easements can arise in several different ways. Some are implied by law, some arise simply because they have been used, without force secrecy or payment for a period in excess of twenty years. Others are granted by deed and are called "express easements or rights". When property is transferred, all easements and rights "appertaining or reputed to appertain" to the property are transferred with it. It is however necessary to distinguish between those which already exist and those which are merely in the process of being acquired.

Often rights and easements are reciprocal, that is they are shared between one or more properties and in this case, the cost of maintaining them would be paid between the owners of the properties using them.

The Rights benefiting the Property are contained in the Official Copy Register of Title under A2 and A3 of the Property Register. There are also rights contained in the **Transfer** dated **22 March 2002** and appear at panel 13 – Additional provisions under clause '**B – RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY**'. Further rights are contained within the **Deeds of Grant** dated **8 September 2006** which appear at '**SCHEDULE 1 – The Rights**'. There are further rights contained within the **Transfer** dated 22 June 2012 which appear at in the additional provisions panel following 'Rights granted for the benefit of the property' at section 4. These are self-explanatory, but should you require further clarification, please contact me.

The Reserved Rights immediately follow the Rights panel within the above Transfers following 'Rights

reserved for the benefit of other land' in panel 12 additional provisions. However, The Transfer dated 22 March 2002 has these noted in clause C of panel 14 following 'RESTRICTIVE COVEANTS BY THE TRANSFEREE'. These are self-explanatory but should you require further clarification.

### **Covenants**

Covenants are legal promises to do or not do something which benefit; the property, a neighbouring property or nearby property, either requiring something to be done (often involving the expenditure of money) known as a positive covenant or preventing something from being done to the Property known as a negative or restrictive covenant.

The remedy for a breach of a covenant is either an injunction or damages. If there has been a breach, action is taken against the present owner of the Property, regardless of whether or not it was the owner or previous owners who actually committed the breach. Once imposed, a restrictive covenant is binding on the Property for all time, unless the covenant can be lifted. Covenants must be performed or observed by all past, present and future owners of the Property.

The covenants affecting this Property are contained in the ***Official Copy Register of Title*** noted in C2 of the Charges Register, this is an extracted covenant from the Transfer dated **31 January 1991**. The Transfer dated **22 March 2002** also contain covenants located in section D of panel 14 '**RESTRICTIVE COVENANTS BY THE TRANSFEREE**'. The Transfer dated **22 June 2012** also contains covenants which appear at clause 6 and 7 following '**Positive covenants by the Transferee**' and '**Restrictive covenants by the Transferee**'. These are all self-explanatory but should you require further clarification, please contact me.

Please read through the covenants to make sure that you are able to abide by them throughout your ownership of the property. Please also pay particular attention to any covenants requiring the consent of a third party, e.g. written consent from the original developer to carry out any work to the property.

If you have any questions or queries or believe that there has already been a breach, please contact the office as soon as possible to discuss the matter further.

### **CPSEs**

Please find attached CPSE 1 which a general form of commercial property standard enquires, we have already discussed these aspects, but please do let me know if you have further queries. Please also find attached CPSE 2 which are commercial standard enquiry replies in relation to a property subject to a commercial lease. Please do let me know if you have further queries on this document.

### **Lease**

There is a lease dated 23 January 2017 registered against the title, of which I understand you are aware of as the current let is to R Rajani & Co Ltd. You will benefit from the Lease from completion, however you will need to adhere to the Landlord covenants contained within. I have asked if a new lease was set up between the Freeholder and R Rajani & CO Ltd but I have not been advised if so, please do let me know.

### **Survey**

May I remind you that you buy the Property at your own risk as to its physical state and condition. You should not rely on the Valuation given by your Lender as to its structural integrity. The Valuation is purely for the Lender to ascertain whether its mortgage advance is secure. If you have not already

done so, you are advised to commission a Home Buyers Survey and, if deemed necessary from the contents of the Survey, any further investigations by relevant persons.

### **Final Viewing**

You will also buy the Property in its current state and condition at the point of exchange of contracts. Please note that you are purchasing the property subject to the doctrine of "caveat emptor" (let the buyer beware) and therefore, you **MUST** satisfy yourself of the condition of the property and that there are no issues on any part of the property or land which may have an adverse effect on the value or marketability. I strongly recommend and advise that you re-visit the Property before authorising me to exchange contracts to:

1. Test the central heating system; if you haven't already done so, you are advised to instruct a qualified engineer to test the heating system
2. Ensure that any appliances remaining are in good working order; if you haven't already done so, you are advised to instruct a qualified electrician to test the electrical system
3. Ensure that there is a full set of keys to all doors and window locks at the Property;
4. That the alarm is in full working order (if applicable);
5. Establish the condition of the Property. The seller is under an obligation to sell the Property to you on the completion date in the same state and condition that the Property is in on the date of exchange of contracts (except for fair wear and tear);
6. Establish that the matters contained within this Report are substantiated in relation to the Property.

### **Building's Insurance**

Buildings Insurance needs to be in place from an exchange of Contracts. This is always tricky as your insurer will not usually provide you with a policy number or schedule of cover prior to giving your insurer an exchange date.

I recommend that you obtain quotes for buildings insurance prior to an exchange of contracts to select your preferred insurer. When you authorise me to exchange and we advise that your seller is ready to proceed to an exchange, I recommend that you advise your insurer to place the policy on risk. **I will need a copy of the policy to satisfy your lender that appropriate insurance is in place and this should be issued to us immediately.**

Please note that if you are purchasing with the aid of a mortgage, then your mortgage lender needs to be noted on the policy as an "*interested party*."

As you will see from above, timing for insurance is difficult and even though you may have authorised me to exchange contracts, sometimes there may be an unforeseen delay in an exchange which is outside the control of this firm. If this happens, we cannot be held responsible for the premium that you have paid for your insurance.

### **Conclusion**

You will buy the legal title to the Property contained within this Report.

Please let me know if the contents of this report cause you any concern. If you have **any queries whatsoever** (however minimal), please contact me and I will deal with the same.

Yours sincerely

Continued/...5

A handwritten signature in cursive script, appearing to read 'J. Howell'.

Jack Howell

**GloverPriest Solicitors**