

## **ADDITIONAL ENQUIRIES BEFORE CONTRACT**

Property:

Seller:

Buyer:

1. Please provide details of any alterations or additions that have been made to the Property since its construction.
2. Is the Seller aware of any proposals to alter or develop) other property which might reasonably be expected to affect the enjoyment or use of this Property'?
3. Does the Seller own any nearby Property?
4. Has the Seller experienced difficulty in exercising rights appurtenant to the Property, including rights of access on foot or with vehicles and rights of access to maintain the Property?
5. Is the Seller aware of any high alumina cement, woodwool slabs, asbestos, woodcrete, chipcrete and/or silicate bricks in the Property?
6. Is the Seller aware of any environmental problems affecting the Property for example flooding, radon gas, contaminated land either under or in the vicinity of the Property, aircraft or other noise or any other matters which might affect the use and enjoyment of the Property.
7. Has the electrical wiring recently been tested? Please produce any available Certificates.
8. Please confirm that all the Sellers' goods, chattels and any rubbish will be removed before completion.
9. Please confirm any damage made in removal of fixtures and fittings will be made good before completion.
10. Please confirm that the Seller will not apply for the services to be disconnected.
11. Please supply a Council Tax bill and Water Rate account. *(If not already supplied).*
12. Please supply the name and address of other utility companies.

13. Will the Seller be transferring the current telephone number to another Property? If not please confirm the number.
14. Has the Property ever been burgled? If so, please give details.
15. Has any Insurance Company refused to insure or to renew the insurance on the Property or required any unusual excess or conditions?
16. Please confirm whether there have been any replacement windows, roof lights or glazed doors installed at the Property. Please supply a copy of the guarantee and supporting documents. If installed after 1<sup>st</sup> April 2002 please supply the Building Regulation approval or FENSA Certificate.
17. Is there central heating? If so,
  - a. Is it in good working order?
  - b. Is there a service contract?
  - c. When was it installed?
  - d. When was it last serviced/inspected/repaired?
18. Please confirm that there has not been a gift or transfer at an undervalue of the Property during the past 5 years.
19. Please supply copies of any guarantees and supporting reports; planning permissions/agreements, NHBC documents and/or building regulation approvals held by the Sellers or with the deeds.
20. Is the Seller aware of any bankruptcy proceedings pending against him/her?
21. Is the Seller currently solvent?
22. Is the Seller a company director or a Lloyds' name?
23. Vacant possession must be given on completion. Please confirm that this is agreed?
24. Please confirm whether or not the property is subject to flying freehold
25. Please confirm whether any notices have been received for breach of restrictive covenants

26. Please complete the enclosed overriding interest form.

The following enquiries are to be answered by the Seller's solicitors.

27. Is the Seller proposing to utilise the deposit to be paid by the Buyers as a deposit in relation to his purchase of another property? If so, please confirm that you will specifically check that the deposit will be held ultimately by a solicitor as stakeholder.
28. Please confirm that you will hold sufficient funds from the net proceeds of sale to discharge in full any mortgages on the Property subsisting at completion.
29. Please confirm you are specifically authorised by all mortgagees of the Property to receive such part of the completion moneys as required to redeem any mortgages as agent for such mortgagees.
30. Please confirm that you hold the deeds.
31. Please confirm a 5% deposit will be acceptable on exchange of contracts?
32. Please confirm you are satisfied as to the identity of the Seller.
33. If not already supplied, please supply completed Part II of the Sellers' Property Information Form (and if property is leasehold Part II of the Sellers' Leasehold Information Form). In view of the Law Society Guidance and the Council of Mortgage Lenders' stance on this we will not proceed unless this is supplied.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

**LAND REGISTRATION ACT**  
**QUESTIONNAIRE**

The Land Registration Act 2002, which came into force on 13<sup>th</sup> October 2003, imposes a duty to reveal matter which affect properties but which are not apparent from the title deeds. They now have to be included in the Registers held at the Land Registry. This is a new requirement and it means that we must ask you for certain information which was previously not necessary. The matters which have to be revealed are known as “disclosable overriding interests” and they are listed below.

If you are aware of any of them affecting your property please give full details against each item and if you are the seller please send us any relevant documents in your possession. If you are not aware of any such matters please say so where indicated at the end of this form. If you need any help with the form please tell us but when you have completed the form it should be returned to us with any other documentation we require.

Thank you for your co-operation.

**Disclosable Overriding Interests**

- 1: Leases for a term not exceeding seven years.
- 2: Interest of any person in actual occupation of any part of the property whose name is not/will not be on the deeds.
- 3: Legal easements such as rights of way over the property or rights for neighbours to connect to drains or pipes under it or wayleave agreements with any of the other utility companies.
- 4: Sporting, shooting, grazing or fishing rights over the property.
- 5: Any mining or mineral rights affecting the property.
- 6: Any franchises granted in respect of the property. These involve Charters granted by the Crown to hold, for example, markets and fairs.
- 7: Any manorial rights affecting the property, e.g. the right to hold a market or fair.
- 8: Any right to rent reserved to the Crown when the freehold was granted.
- 9: Any rights in respect of an embankment or sea or river wall.
- 10: Any right to payment in lieu of tithe, corn rents.
- 11: Any liability to repair the chancel of the parish church.

Address of the property :  
**(Please delete as appropriate)**

- I/We have provided above full details of any disclosable overriding interests affecting the property.
- I/We are not aware of any disclosable overriding interests affecting the property.

Signature ..... Signature .....