

Our ref: SED/360468/SP/Joshua Court
Your ref: N/A

17 June 2020

Dear Sirs,

Re: Joshua Court L & T
Property: 25 Joshua Court
Tenant Number: 215901102502 - Please quote your Tenant Number in all correspondence

1. INTRODUCTION

PLEASE READ THIS DOCUMENT CAREFULLY. FAILURE TO DO SO MAY RESULT IN A DELAY IN THE COMPLETION OF YOUR SALE.

We note that you are acting in the sale of the above property. May we please remind you that the service charge and ground rent (where applicable) are payable as per the terms within the lease. If payment is not received as per the terms of the lease additional costs will be incurred (deferred payment charges, reminder fees and debt collection costs). Sale of a property does not mean that payment of charges can be withheld until sale completes (except in exceptional circumstances such as Probate).

The Freeholder has appointed Residential Management Group Limited as Managing Agents to carry out the estate management tasks more particularly set out in the registered Lease. The Managing Agent can only carry out those tasks for the benefit of the residents if each of them pays this or her share via the service charges mechanism. Residential Management Group Limited will fulfill its obligations to each and every resident set out in the Transfer, to collect the estimated service charge and to discharge the Estates bills from those monies as and when they fall due.

Our replies on behalf of the Company have been prepared with regard to the National Conveyancing Protocol.

This letter and its enclosures have been designed to cover all enquiries likely to be raised.

Seller's and buyer's solicitors are therefore requested to consider the same and the lease itself before submitting any further enquiries. We cannot deal with printed sheets of standard enquiries where the majority, if not all, of the questions likely to be raised are covered by this letter and its enclosures. Such a request is only likely to delay matters. We will respond to any specific enquiries where we can.

Please be aware that if all service charges and ground rent charges (where applicable) are not cleared up to the end of the current service charge year, additional costs will be incurred – as per Section 1)

For ease of reference please find enclosed the statement of account for the above property.

Residential Management Group Limited reserves the right to charge for further copies of documents enclosed or copies of other documents not referred to below and requested by the parties' advisers.

MAJOR WORKS (29 January 2013)

At the time of writing the Property Manager advises that there are no major works due.

The lease stipulates that redecoration's are required as and when necessary.

It is a requirement in the lease/transfer that from time to time major works are due on this development. We would ask you to hold a suitable retention regarding any excess service charges that may be levied on this development regarding this matter.

2. ENCLOSURES

We enclose the following copies for your attention:

- A) Service Charge statement of account;
- B) The current year's service charge budget;

NOTE: Where we have not included the service charge accounts for the most recent service charge year, this is because they will not yet have been completed. You will appreciate that the Management Company has 6 months from its year end in which to issue to the lessees.

Where you are acting for the seller please ensure that all of these documents together with a copy of this letter are forwarded to the buyer's legal advisers so that they can deal with matters appropriately on their client's behalf.

3. THE FREEHOLD REVERSION

According to our records the owner of the freehold reversion are Adriatic Land 4 Limited Asticus Building 2nd Floor, 21 Palmer Street, LONDON, SW1H 0AD.

4: THE MANAGING AGENT

Residential Management Group Limited whose registered address is RMG House, Essex Road, Hoddesdon, Hertfordshire. EN11 0DR have been appointed by the Management Company to act in matters of collection of service charges and maintenance of the communal areas/gates of the development.

Contact details:

Solicitors Enquiries Department: email to sed@rmg.gb.com or by post to Residential Management Group Limited, FAO: Solicitors Enquiries Department, RMG House, Essex Road, Hoddesdon. EN11 0DR

Customer Service/Property Manager: Telephone 0345 0024444

5.THE SERVICE CHARGE ACCOUNT

Please note that the Service Charges MUST be paid in full by the vendor as per the lease requirements. Failure to ensure that payment is made as Section 1 above could result in additional costs.

Please see enclosed Statement of Account - a Statement of Account can only be issued to the vendor/vendors conveyancer under the terms of the Data Protection Act.

An up-to-date Statement of Account can be issued to vendor/vendor's conveyancer at any time upon request.

The seller must clear any **balance outstanding now** so that the management company is not prejudiced even if the seller is paying by monthly installments.

The vendors' and purchasers' conveyancers are responsible for calculation of the usual apportionments at completion. **The purchaser may be given the opportunity to pay by Direct Debit at the start of the new service charge year.**

Please be advised that on receipt of the required documentation from the purchaser's conveyancer, any balance outstanding on the vendors account WILL BE AUTOMATICALLY TRANSFERRED on assignment of the property to the new owner.

Please be aware there may be an accumulative surplus/deficit on the accounts and ensure that both parties' solicitors provide allowances and hold the necessary retentions.

4. NOTICES OF ASSIGNMENT AND CHARGE

Notices of assignment and charge must be served on the freeholder in accordance with the Lease with a copy sent to Residential Management Group Limited. We understand the Landlords Agents are dealing with these. **Homegroundonline.com PO Box 6435 London W1A 2UZ**

You will need to ascertain the current fee for those Notices from the freeholder.

5. DEED OF COVENANT

The Seller Solicitor must procure that the Buyer enters into a deed of Covenant with the Landlord if required by the lease. We suggest that the parties' advisers prepare an extra copy and arrange for that to be sent to Residential Management Group Limited

Responsibility for the cost, preparation and signature by the Buyer of the deed of covenant lies with the seller and the Buyer and their advisors and not with either ourselves. Please ensure that the completed deed signed by the Buyer and dated with the actual date of completion of the transaction if forwarded to us so that we can place it with the management company's records in the usual way. For the avoidance of any doubt, as Residential Management Group Limited is only receiving the buyer's covenant, it will not need to execute the deed.

6. RESTRICTION ON THE PROPRIETORSHIP REGISTER

There will be a restriction in the proprietorship register of the title to the subject property in favour of the Freeholder, the Freeholder agent will deal with the certificate of compliance who are . **Homegroundonline.com PO Box 6435 London W1A 2UZ** which satisfies HM Land Registry requirements **PROVIDED** that we have received:

- A) the balance of estimated service charge proportion to the end of the current service charge year together with all arrears;
- B) the deed of Covenant duly signed by the Buyer and dated with the actual date of completion;

Further to this matter, you will appreciate that we need to maintain the Management Company records as accurately as possible. We are unable to update our records accordingly with the new owners details until such time as the solicitors for both parties have complied with the obligations specified in the Lease/Transfer.

When replying, please also let us have the name of the buyer and the date of the intended completion. Please also include the name, address and also reference of the buyer's solicitors.

7. AGREEMENTS

Please note that Residential Management Group Limited does not hold any details or copies of the following Statutory Agreements [i.e. Road adoptions (section 38 agreements), Sewer adoption (section 104 Agreements), Planning obligations (106 section Agreements) and any planning documentation] any questions you may need to raise on any of these issues should be addressed to the Developer or Local Authority.

8. GENERAL MATTERS

The following replies have been prepared having regard to the enquiries frequently raised by the parties' legal advisers:

(A) the estimated service charge is calculated prior to the beginning of the current service charge year so as to cover the anticipated actual expenditure during the current year. It is unusual for a SHORTFALL to occur because of failure to anticipate the actual expenditure but this cannot be guaranteed and the parties' advisers should incorporate appropriate clauses in the contract documentation;

(B) please refer to the accounts (if any) and the service charge budget enclosed from which the existence of a RESERVE FUND can be ascertained. The amount standing to the reserve fund is ascertained in the usual way at the end of the current service charge year;

(C) the Seller will have received any notices under the LEASEHOLD ENFRANCHISEMENT legislation and ,therefore, his response should be relied upon.

(D) in our experience, it is unusual for the COVENANTS given to the Tenant (and vice versa) to vary from Transfer to Transfer within the development. Furthermore, there is usually either a statement and/or a covenant to such effect in the Transfer. Subject to that, we are unable to confirm whether or not the flats have been let on identical Transfers;

(E) generally, we do not hold the TITLE DEEDS to the freehold reversion and, therefore, in an age of compulsory registration, reliance should be placed on the usual Land Registry searches;

(F) we do not hold the NHBC documentation and, therefore, you should apply for duplicates (where required) in the usual way to the NHBC;

(G) unless otherwise stated no REGULATIONS have been made since the Transfer was granted;

(H) you will be able to work out the NUMBER OF UNITS on the development from the percentages given on the service charge budget;

(I) there is no need to note the interests of the mortgagee on the BUILDINGS INSURANCE POLICY. You will note that either the mortgagee's interest is noted automatically or the mortgagee is included in the definition of the "insured."

PAYMENT

Would conveyancers please note:

- payment of service charge should be by a separate cheque made payable to Residential Management Group Limited.

Yours faithfully,
Residential Management Group Limited

On behalf of

Residential Management Group Ltd's Solicitors' Enquiries Department

PLEASE ENSURE THAT ALL CORRESPONDENCE QUOTES OUR REFERENCE AND THAT IT IS MARKED FOR THE ATTENTION OF "**Residential Management Group Ltd's SOLICITORS ENQUIRIES DEPARTMENT.**"