

Home Information Pack

Flat 2, Blossomfield Court
Blossomfield Close
Kings Norton
Birmingham
B38 8NE

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Flat 2, Blossomfield Court
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B38 8NE

Column 1 Home Information Pack document	Column 2 Included	Column 3 If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
1. Index	Yes	
2. Energy Performance Certificate	Yes	
3. Sale Statement	Yes	
4. Property Information Questionnaire	Yes	
Evidence of Title		
5. Copy of the Official individual register	Yes	
6. Copy of the Official title plan	Yes	
Standard Searches		
7. Local Authority Search	No	Expected before: 24/07/09 Local Authority Delay
8. Drainage & Water Report	No	Expected before: 24/07/09 Water Authority Delay
Lease Documents		
9. A copy of the Lease	Yes	

Energy Performance Certificate

Energy Performance Certificate



Flat 2
Blossomfield Court
Blossomfield Close
BIRMINGHAM
B38 8NE

Dwelling type: Ground-floor Flat
Date of assessment: 17 February 2008
Date of certificate: 17 February 2008
Reference number: 9338-9000-6222-4458-0050
Total floor area: 38 m²

This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating

	Current	Potential
Very energy efficient - lower running costs		
(92-100) A		
(81-91) B		
(69-80) C		
(55-68) D		59
(39-54) E	39	
(21-38) F		
(1-20) G		
Not energy efficient - higher running costs		
England & Wales	EU Directive 2002/91/EC	

The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating the more energy efficient the home is and the lower the fuel bills will be.

Environmental Impact (CO₂) Rating

	Current	Potential
Very environmentally friendly - lower CO ₂ emissions		
(92-100) A		
(81-91) B		
(69-80) C		
(55-68) D		
(39-54) E	40	50
(21-38) F		
(1-20) G		
Not environmentally friendly - higher CO ₂ emissions		
England & Wales	EU Directive 2002/91/EC	

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating the less impact it has on the environment.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

	Current	Potential
Energy Use	698 kWh/m ² per year	556 kWh/m ² per year
Carbon dioxide emissions	3.9 tonnes per year	3.1 tonnes per year
Lighting	£26 per year	£18 per year
Heating	£194 per year	£243 per year
Hot water	£383 per year	£150 per year

Based on standardised assumptions about occupancy, heating patterns and geographical location, the above table provides an indication of how much it will cost to provide lighting, heating and hot water to this home. The fuel costs only take into account the cost of fuel and not any associated service, maintenance or safety inspection. This certificate has been provided for comparative purposes only and enables one home to be compared with another. Always check the date the certificate was issued, because fuel prices can increase over time and energy saving recommendations will evolve.

To see how this home can achieve its potential rating please see the recommended measures.



Certification mark

Remember to look for the energy saving recommended logo when buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market.

For advice on how to take action and to find out about offers available to help make your home more energy efficient, call 0800 512 012 or visit www.energysavingtrust.org.uk/myhome

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Quidos, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: QUID200465
Assessor's name: Mr James Griffin
Company name/trading name: Global Energy Surveys
Address: 12 Snead Close, Kingston-Hill
Stafford, ST16 3RF
Phone number: 07900 818 425
Fax number:
E-mail address: james@gesurveys.co.uk
Related party disclosure:

If you have a complaint or wish to confirm that the certificate is genuine

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from our website at www.quidos.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

The ratings on the certificate provide a measure of the building's overall energy efficiency and its environmental impact, calculated in accordance with a national methodology that takes into account factors such as insulation, heating and hot water systems, ventilation and fuels used. The average energy efficiency rating for a dwelling in England and Wales is band E (rating 46).

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your building. Different methods of calculation are used for homes and for other buildings. Details can be found at www.communities.gov.uk/epbd.

Buildings that are more energy efficient use less energy, save money and help protect the environment. A building with a rating of 100 would cost almost nothing to heat and light and would cause almost no carbon emissions. The potential ratings in the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

About the impact of buildings on the environment

One of the biggest contributors to global warming is carbon dioxide. The way we use energy in buildings causes emissions of carbon. The energy we use for heating, lighting and power in homes produces over a quarter of the UK's carbon dioxide emissions and other buildings produce a further one-sixth.

The average household causes about 6 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. You could reduce emissions even more by switching to renewable energy sources. In addition there are many simple every day measures that will save money, improve comfort and reduce the impact on the environment, such as:

- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

Visit the Government's website at www.communities.gov.uk/epbd to:

- Find how to confirm the authenticity of an energy performance certificate
- Find how to make a complaint about a certificate or the assessor who produced it
- Learn more about the national register where this certificate has been lodged
- Learn more about energy efficiency and reducing energy consumption

Recommended measures to improve this home's energy performance

Flat 2
Blossomfield Court
Blossomfield Close
BIRMINGHAM
B38 8NE

Date of Certificate
Reference Number

17 February 2008
9338-9000-6222-4458-0050

Summary of this home's energy performance related features

The following is an assessment of the key individual elements that have an impact on this home's performance rating. Each element is assessed against the following scale: Very poor / Poor / Average / Good / Very good.

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity. As built, no insulation (assumed).	Poor	Poor
Roof	Dwelling Above	-	-
Floor	Solid. No insulation (assumed)	-	-
Windows	Partial double glazing	Good	Good
Main heating	Electric storage heaters	Poor	Very poor
Main heating controls	Automatic charge control	Average	Average
Secondary heating	Electric ceiling heating	-	-
Hot water	Electric immersion, off-peak	Very poor	Poor
Lighting	Low energy lighting in 50% of fixed outlets	Good	Good

Current energy efficiency rating

E 39

Current environmental impact (CO₂) rating

E 40

Recommendations

The measures below are cost effective. The performance ratings after improvement listed below are cumulative, that is they assume the improvements have been installed in the order that they appear in the table.

Lower cost measures (up to £500)	Typical Savings per year	Performance ratings after improvement	
		Energy Efficiency	Environmental Impact
1 Insulate hot water cylinder with jacket of 160 mm thickness	£186	D 58	E 50
2 Low energy lighting for all fixed outlets	£6	D 59	E 50
Sub-total	£192		
Higher cost measures			
None			
Total	£192		

Potential energy efficiency rating D 59

Potential environmental impact (CO₂) rating E 50

Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home.

None			
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Enhanced energy efficiency rating D 59

Enhanced environmental impact (CO₂) rating E 50

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in (CO₂) emissions

About the cost effective measures to improve this home's performance ratings

Lower cost measures (typically up to £500 each)

These measures are relatively inexpensive to install and are worth tackling first. Some of them may be installed as DIY projects. DIY is not always straightforward, and sometimes there are health and safety risks, so take advice before carrying out DIY improvements.

1 Hot water cylinder insulation

Installing a 160 mm thick cylinder jacket around the hot water cylinder will help to maintain the water at the required temperature; this will reduce the amount of energy used and lower fuel bills. A cylinder jacket is a layer of insulation that is fitted around the hot water cylinder. A jacket 160 mm thick (or two 80 mm jackets) would be best dependent upon space limitations but an 80 mm jacket, would be a significant improvement if there are space limitations. The jacket should be fitted over any thermostat clamped to the cylinder. Hot water pipes from the hot water cylinder should also be insulated, using pre-formed pipe insulation of up to 50 mm thickness, or to suit the space available, for as far as they can be accessed to reduce losses in summer. All these materials can be purchased from DIY stores and installed by a competent DIY enthusiast.

2 Low energy lighting

Replacement of traditional light bulbs with energy saving recommended ones will reduce lighting costs over the lifetime of the bulb, and they last up to 12 times longer than ordinary light bulbs. Also consider selecting low energy light fittings when redecorating; contact the Lighting Association for your nearest stockist of Domestic Energy Efficient Lighting Scheme fittings.

Higher cost measures (typically over £500 each)

None

About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home.

None

Sale Statement

Sale Statement

Flat 2, Blossomfield Court
Blossomfield Close
Kings Norton
Birmingham
B38 8NE

	Statement
1. Property type	Flat - Purpose built block
2. The property is (or will be):	Leasehold
3. The title to the interest in the property being sold is:	The whole of a registered estate
4. Name(s) of seller:	EDWARD JOHN HALE
5. The capacity of the seller:	The owner or owners
6. The property is being sold:	With vacant possession

Property Information Questionnaire

Property Information Questionnaire

PIQ Information

This form should be completed by the seller. The seller may be the owner or owners; a representative with the necessary authority to sell the property for an owner who has died; a representative with the necessary authority to sell the property for a living owner (e.g. a power of attorney) or be selling in some other capacity. The form should be completed and read as though the questions were being answered by the owner.

If you are the seller, you should be aware -

- Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale.
- Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form.
- If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible.
- If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately.

If you are an estate agent you should be aware -

- This form should be completed by the seller but it is your responsibility to ensure that it is included in the Home Information Pack.
- The Property Misdescriptions Act 1991 does not apply where the form has been completed solely by the seller.

If you are the buyer you should be aware -

- This information contained in this document should have been completed truthfully and accurately by the seller. However, the information only relates to the period during which the seller has owned the property (see question 1) and does not replace official documents or legal information and you should confirm any information with your conveyancer.

The seller must provide the information set out in Part 1 of this questionnaire.

Where the property being sold is a leasehold property, the seller must also complete Part 2 of this questionnaire.

All Properties

a. The postal address of the property	Flat 2, Blossomfield Court, Blossomfield Close, Kings Norton
b. The postcode of your property	B38 8NE
c. The name of the seller(s)	Edward John Hale
d. The date the PIQ was completed	26/06/2009
e. Tenure status	Leasehold
1. When was the property purchased?	2006
2. Is your property a listed building or contained in a listed building?	No
3. What council tax band is the property in? <i>[Note: Buyers should be aware that improvements carried out by the seller may affect the</i>	B

<i>property's council tax banding following a sale]</i>	
4. What parking arrangements exist at your property?	Driveway Shared parking
Other issues affecting the property	
5. Has there been any damage to your property as a result of storm or fire since you have owned it?	No
5a. If "yes", please give details.	
6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim?	
6a. If "yes", please state whether any of these claims are outstanding.	
7. Are you aware of any flooding at your property since you have owned it or before?	No
7a. If "yes", please give details.	
8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood/)?	No
8a. If "yes", please give details.	
9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?	No
9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	
Utilities and Services	
10. Is there central heating in your property?	No
10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).	
11. When was your central heating or other primary heating system last serviced?	
12. When was the electrical wiring in your property last checked?	Last serviced: 2007 Report available: Yes
13. Please indicate which services are connected to your property:	Electricity Water mains or private water supply Drainage to public sewer Telephone Broadband
Changes to the property	
14. Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?	No
14a. If "yes", please give details of the nature of the work	

14b. Was building regulation approval obtained?	No
14c. Was planning permission obtained?	No
14d. Was listed building consent obtained?	No
If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme").	Not applicable
15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?	Yes
15a. If "yes", please give details of changes and guarantees, if held.	Double glazing new for the lounge and bedroom

Access

16. Do you have right of access through any neighbouring homes, buildings or land?	Don't Know
16a. If "yes", please give details.	
17. Does any other person have a right of access through your property?	Don't Know
17a. If "yes", please give details.	

Part 2: Leasehold Properties

Only complete this part if the property is a leasehold property.

If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.

Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.

Additional information for leasehold properties

19. What is the name of the person or organisation to whom you pay -	
19a. ground rent; and	Trust Property Management
19b. service charges (if different from (a) above)?	
20. How many years does your lease have to run?	62
21. How much is your current annual ground rent?	10
22. How much is your current annual service charge?	830
23. How much are your current annual buildings insurance premium (if not included in the service charge)?	included above
24. Are you aware of any proposal or ongoing major works to this property?	No
24a. If "yes", what type of work are they and what is the expected cost relating to this property (if	

known)?	
25. Does the lease prevent you from -	
25a. Sub-letting?	No
25b. Keeping pets?	No
26. Does the lease allow you to -	
26a. Use a car park or space?	Yes
26b. Have access to a communal garden (where applicable)?	Don't Know
27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?	No
27a. If "yes", please specify.	

Evidence of Title

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.





Official copy of register of title

Title number WK200316

Edition date 31.01.2007

- This official copy shows the entries on the register of title on 26 Jun 2009 at 12:22:24.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 26 Jun 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Coventry Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : BIRMINGHAM

- 1 (22.11.1972) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 2 Blossomfield Court, Blossomfield Close, Birmingham (B38 8NE).

NOTE: Only the ground floor flat is included in the title.

- 2 (22.11.1972) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 13 November 1972
Term : 99 years from 25 March 1972
Rent : £10 for the first 33 years £20 for the next 33 years and £30 thereafter and insurance
Parties : (1) Harry Marcel Littner and Kenneth Herbert Littner
(2) Douglas Graham Howle

- 3 The landlord's title is registered.

- 4 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

B: Proprietorship Register continued

- 1 (22.09.2006) PROPRIETOR: EDWARD JOHN HALE of Flat 2, Blossomfield Court, Blossomfield Close, Kings Norton, Birmingham B38 8NE.
- 2 (22.09.2006) The price stated to have been paid on 29 August 2006 was £73,000.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the freehold estate in the land in this title and other land dated 2 March 1961 made between (1) Sidney Albert Edwin Johnson and Doris Evelyn Johnson (Vendors) (2) The Birmingham Incorporated Building Society (Society) and (3) Bloomfield Investments Limited (Purchaser) contains covenants of which the following are particulars:-

Covenant by Purchaser with intent so as to bind so far as practicable property thereby conveyed into whosoever hands the same might come and to benefit and protect adjoining property of Vendor known as No.395 Redditch Road Kings Norton aforesaid but not so as to render it or themselves personally liable for any breach of any part of covenants committed after it or them shall have parted with all Deeds or their interest in the property in respect of which such breach should occur, that it Purchaser and its successors in title would at all times thereafter observe and perform the stipulations and restrictions following in relation to property thereby conveyed namely:-

Not at any time to carry on or suffer to be carried on on the property thereby conveyed or any part thereof the trade or business of tobacconist, newsagent, grocer and provision merchant.

2 (31.01.2007) REGISTERED CHARGE dated 22 December 2006.

3 (31.01.2007) Proprietor: NORWICH AND PETERBOROUGH BUILDING SOCIETY of Chief Office, Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 26 June 2009 shows the state of this title plan on 26 June 2009 at 12:22:24. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Coventry Office .

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H. M. LAND REGISTRY

NATIONAL GRID PLAN
WARWICKSHIRE

SP 0377

SECTION F

Scale 1/1250



Title No. WK200316

Local Authority Searches

Drainage and Water Search

The Lease

Land Registry

Official Copy

This copy may not be the same size as the original.

WE HEREBY CERTIFY that this is a true copy of the original document

Robert W. Wilkins Co.
Solicitors & Waterloo
Street Birmingham B2 5SR

PRODUCED BY FINANCE ACT. 1931
18.11.72 M 00590
1972

THIS LEASE is made the fifteenth day of November 1972
BETWEEN HARRY MARCEL LITTNER and KENNETH HERBERT LITTNER both of

94-100 St John Street, London ECLM 4EH (hereinafter called "the Lessors")
of the one part and DOUGLAS GRAHAM HOWLE of 2 Blossomfield Court
Kings Norton in the City of Birmingham.

(hereinafter called "the Tenant") of the other part.

WHEREAS

(1) The Lessors are the estate owners in respect of the fee simple absolute in possession of the block of flats and garages situate and known as Blossomfield Court Blossomfield Close Kings Norton the extent of which property is shown edged blue on the plan hereto annexed and on which has been laid out the access drive, garage forecourt, footpaths and gardens for use and enjoyment therewith (all which premises are hereinafter referred to as "Blossomfield Court").

(2) The Lessors have previously granted leases of or intend hereafter to grant leases of the flats in Blossomfield Court other than the premises hereby demised and the lessors have in every lease imposed or intend in every future lease to impose the restrictions set forth in First Schedule hereto to the intent that any lessee for the time being of any part of Blossomfield Court or any flat therein may be able to enforce the observance of the said restrictions by the tenants or occupiers for the time being of the other flats.

NOW THIS DEED WITNESSETH as follows :-

1. IN consideration of the sum of £3250.00 paid to the Lessors by the Tenant on or before the execution hereof (the receipt whereof the Lessors hereby acknowledge) and of the rents and covenants hereinafter reserved and contained and on the part of the Tenant to be paid observed and performed the Lessors hereby demise unto the Tenant ALL THAT flat (hereinafter called "the flat") No. 2 and shown edged red on the plan hereto annexed and being on the ground floor of the building situate and known as Blossomfield Court Blossomfield Close Kings Norton Birmingham (hereinafter called "the Building") and including one half part in depth of the structure between the ceilings of the flat and floors of the flat above it and (subject to Clause 7(1) hereof) the internal and external walls of the flat up to the same level and



the land and structure of the building below the flat including the foundations supporting the internal and external walls thereof

~~ALL THAT~~ the flat (hereinafter called "the flat") and shown

edged red on the plan hereto annexed and being on the first floor of the building situate and known as Blossomfield Court Blossomfield Close Kings Norton Birmingham (hereinafter called "the building") and including one half part in depth of the structure between the floors of the flat and the ceilings of the flat below it and of the structure between the ceilings of the flat and the floors of the flat above it and (subject to Clause 7(1) hereof) the internal and external walls between such levels

ALL THAT the flat (hereinafter called "the flat") and shown edged red on the plan hereto annexed and being on the top floor of the building situate and known as Blossomfield Court Blossomfield Close Kings Norton Birmingham (hereinafter called "the building") and including one half part in depth of the structure between the floors of the flat and the ceilings of the flat below it and (subject to Clause 7(1) hereof) the internal and external walls above the same level and the roof of the building TOGETHER WITH the structure thereof so far as the same constitutes the roof of the flat

TOGETHER WITH the garage (hereinafter called "the garage") and shown coloured red on the plan hereto annexed AND TOGETHER ALSO WITH the

easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned but Excepting and Reserving as mentioned in the Third Schedule hereto TO HOLD the said premises hereby demised (all of which when intended to be referred to compendiously are hereinafter called "the demised premises") unto the Tenant from the 25th day of March 1972 for the term of 99 years paying therefor during the first 33 years of the said term the yearly rent of £10.00 during the second 33 years of the said term the yearly rent of £20.00 during the residue of the said term the yearly rent of £30.00 the rent in respect of each year of the said term to be paid without any deduction by equal half yearly payments on 29th September and 25th March in every year the first payment thereof being a proportionate part of the said annual sum calculated from the date hereof to be made on the 25th day of March next and also paying by way of further or additional rent from time to time a proportionate part of the amount which the

Lessors may expend in effecting or maintaining the insurance of the building and garages against loss or damage by fire and such other risks (if any) as the Lessors think fit as hereinafter mentioned such last mentioned rent to be paid without any deduction on the half yearly day for the payment of rent next ensuing after the expenditure thereof.

2. THE Tenant hereby covenants with the Lessors and with and for the benefit of the tenants from time to time during the currency of the term hereby granted of the other flats in Blossomfield Court that the Tenant and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the First Schedule hereto.

3(1) THE Tenant hereby covenants with the Lessors that the Tenant and all persons deriving title under him will throughout the said term hereby granted:-

- (a) pay the said rents at the times and in manner aforesaid without any deduction
- (b) pay all rates taxes assessments charges impositions and outgoings which may at any time be assessed charged or imposed upon the demised premises or any part thereof or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the premises of which the demised premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the demised premises
- (c) maintain uphold and keep the demised premises (other than the parts thereof comprised and referred to in paragraphs (4) and (6) of Clause 5 hereof and (subject to Clause 7(1) hereof) all walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition
- (d) paint with two coats of good quality paint in a workmanlike manner in the year 1975 and thereafter in every 3rd year all the inside wood iron and other parts of the demised premises as are usually painted and on the occasion of every such painting to distemper wash stop whiten and colour all such parts as are normally so dealt with and once any part has been papered to repaper that part with good quality materials
- (e) permit the Lessors and their duly authorised surveyors or agents with or without workmen and others upon giving 3 days previous notice in writing at all reasonable times to enter into and upon the demised premises or any part thereof for the purpose of viewing and examining the state and condition

thereof and make good defects decays and wants or repair of which notice in writing shall be given by the Lessors to the Tenant and for which the Tenant may be liable hereunder within 3 months after the giving of such notice

(f) not to make any structural alterations or structural additions to the demised premises or any part thereof or remove any of the Landlords fixtures without the previous consent in writing of the Lessors

(g) to pay all expenses (including Solicitors costs and Surveyors fees) incurred by the Lessors incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(h) produce for the purpose of registration to the Lessors' Solicitors (within one calendar month after the document or instrument in question shall be executed or shall operate or take effect or purport to operate or take effect) a verified copy of every transfer of this lease or mortgage or legal charge of this lease or of the demised premises or any part thereof and also every underlease of the flat or any part thereof the term whereof will or may extend to the last 7 years of the term hereby granted and a verified copy of every assignment of every such underlease and also every probate letters of administration order of court or other instrument affecting or evidencing a devolution of title as regards the term hereby granted or as regards any such underlease as aforesaid and for such registration pay to such solicitors a fee of Two guineas in respect of each such document or instrument so produced.

(i) not at any time during the term hereby granted to divide the possession of the flat by an assignment or underletting or parting with possession of part only and not during the last 7 years of the term hereby granted without the previous consent in writing of the Lessors (such consent not to be unreasonably withheld) assign underlet or part with the possession of the demised premises or the said fixtures (if any)

(j) at all reasonable times during the said term permit the Lessors and (as respects work in connection with any neighbouring or adjoining premises) their tenants with workmen and others upon giving 3 days previous notice in writing (or in the case of emergency without notice) to enter into and upon the demised premises or any part thereof for the purpose of repairing any part of the building or any other adjoining or contiguous premises and for the purpose of making repairing maintaining supporting rebuilding cleansing

lighting and keeping in order and good condition all roofs foundations damp courses sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for Blossomfield Court or any part thereof and also the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off water to the flat or any other premises in Blossomfield Court in respect whereof the tenant or occupier shall have made default in paying his share of the water rate the Lessors or their tenants (as the case may be) making good all damage occasioned thereby to the demised premises

(k) upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the demised premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any underlessee or other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require him so to do comply therewith at his own expense and forthwith deliver to the Lessors a true copy of such notice order direction or other thing and if so required by the Lessors join with the Lessors in making such representations to that or any other appropriate authority concerning any requirement or proposal affecting the demised premises or any part thereof or any other part of Blossomfield Court as the Lessors may consider desirable and join with the Lessors in any such appeal or application to the court against such notice order direction or other thing as the Lessors may consider desirable

(1) at the expiration or sooner determination of the said term to peaceably surrender and yield up to the Lessors all and singular the demised premises together with all additions thereto and all Landlords fixtures and fittings (if any) in good tenantable repair and condition

(2) if the Lessors and Tenants shall fail to agree what constitutes the proper proportion of the rates taxes assessments charges impositions and outgoings under paragraph (b) of sub-clause (1) of this clause the matter shall be determined by the Lessors but if the Tenant or Tenants of any of the other flats in Blossomfield Court shall be unwilling to accept the determination of the Lessors he or they shall be entitled to have the matter determined by an

independent surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose fees shall be paid by the person or persons requiring such nomination to be made and such last mentioned surveyor's determination shall be final and binding on the parties.

4. THE Tenant hereby covenants with the Lessors and with and for the benefit of the tenants from time to time during the currency of the term hereby granted of the other flats in Blossomfield Court that the Tenant will at all times hereafter during the said term:-

(1) so repair maintain uphold and keep the demised premises as to afford all necessary support shelter and protection to the parts of the building other than the flat and to afford to the tenants of neighbouring or adjoining flats access for the purposes and subject to the conditions set out in paragraph (j) of sub-clause (1) of clause 3 hereof

(2) contribute and pay the sum of £30.00 on the signing hereof and thereafter annually a proportionate part of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto such proportionate part in the case where this demise includes a garage being 4.32% of the total and in the case where this demise does not include a garage being 3.71% of the total

(3) pay so long as either of the flats or the garages shall not be separately assessed for water rate a due proportion of the water rates assessed on all the flats in Blossomfield Court (excluding any flat or garage in Blossomfield Court for the time being separately assessed) such proportion to be determined by the Lessors on the basis that every flat and every garage in Blossomfield Court is of equal value to every other flat and every other garage respectively

5. THE Lessors hereby covenant with the Tenant as follows :-

(1) the Tenant paying the rent hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessors or any person rightfully claiming under or in trust for them

(2) that the Lessors will at all times during the said term (unless such insurance shall be vitiated by any Act or default of the Tenant or occupier of any other flat in Blossomfield Court) insure and keep insured the buildings and garages in Blossomfield Court against any loss or damage by fire and such

other risks (if any) as the Lessors think fit in some insurance office of repute in the full value thereof and whenever required produce to the Tenant the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the said buildings or garages being damaged or destroyed by fire as soon as reasonably practicable layout the insurance moneys in the repair rebuilding or reinstatement of the said buildings or garages

(3) that the Lessors will require every person to whom they shall hereafter grant a lease of any flat or garage in Blossomfield Court to covenant to observe the restrictions set forth in the First Schedule hereto

(4) that (subject to contribution and payment as hereinbefore provided) the Lessors will maintain and keep in good and substantial repair and condition

(i) the main structure of the building including the foundations and the roof thereof with its gutters and rain water pipes

(ii) all such gas and water pipes drains and electric cables and wires in under and upon Blossomfield Court as are enjoyed or used by the Tenant in common with the Tenants or occupiers of the other flats

(iii) the main entrances passages landings staircases of the building and the paths and roads and communal dustbin serving it and enjoyed or used by the Tenant in common as hereinafter provided and the boundary walls and fences thereof and will keep the gardens cultivated and in good order

(5) that (subject as aforesaid) the Lessors will so far as practicable keep clean and reasonably lighted the passages landings staircases and other parts of the buildings so enjoyed or used by the Tenant in common as aforesaid

(6) that (subject as aforesaid) the Lessors will so often as reasonably required decorate the exterior of the buildings in the manner in which the same is at the time of this demise decorated or as near thereto as circumstances permit

(7) that (if so required by the Tenant) the Lessors will enforce the covenants similar to those mentioned in Clause 2 hereof and set forth in the First Schedule hereto and to those contained in Clause 4 hereof entered into or to be entered into by the Tenants of other flats in Blossomfield Court on the Tenant indemnifying the Lessors against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessors may reasonably require.

6. IF the rent hereby reserved or any part thereof shall be unpaid for 21 days after becoming payable (whether formally demanded or not) or if any ~~covenant~~ ^{of the} on the Tenants part herein contained shall not be performed or observed ~~or if the Tenant for the time being shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if the Tenant for the time being shall enter into any arrangement or composition for the benefit of the tenants creditors or shall suffer any distress or execution to be levied on the Tenants goods then~~ ^{in either case} and in any of the said cases it shall be lawful for the Lessors at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessors in respect of any breach of the tenants covenants herein contained.

7. IT IS HEREBY DECLARED as follows :-

(1) that every wall separating the flat from any adjoining flat shall be a party wall severed medially and shall be included in the premises hereby demised as far only as the medial plain thereof

(2) that the expression "Lessors" and "Tenants" where the context so admits includes their and his successors in title and that where the Tenant consists of two or more persons or covenants by and with the Tenant shall be deemed to be by and with such persons jointly and severally.

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds £1000.00.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE FIRST SCHEDULE before referred to

Restrictions imposed in respect of the Flat

1. Not to use the flat nor permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only nor for any purpose from which a nuisance can arise to the tenants or occupiers of the other flats in Blossomfield Court or in the neighbourhood

nor for any illegal or immoral purpose and not to use the garage or permit the same to be used for any purpose whatsoever save as a private garage for the parking of a motorcar in connection with the flat.

2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any flat or garage in Blossomfield Court or may cause an increased premium to be payable in respect thereof.

3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the flat.

4. No musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind shall be played or used nor shall any singing be practised in the flat so as to cause annoyance to the tenants and occupiers of any of the other flats in Blossomfield Court or so as to be audible outside the flat between the hours of 11 p.m. and 7 a.m.

5. No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the flat or on the garage or so as to be visible from outside.

6. No clothes or other articles shall be hung or exposed outside the flat; no flower box pot or other like object shall be placed outside the flat except where provided; no mat shall be shaken out of the windows of the flat; and no dog or other animal shall be kept in the flat.

7. The exterior of the flat shall not be decorated by the Tenant.

8. No external wireless or television aerial shall be erected.

9. Not to use any paraffin heating appliance nor store any paraffin or other inflammable liquid in the flat.

THE SECOND SCHEDULE before referred to

Easements Rights and Privileges

1. Full rights and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the flat to go pass and repass over and along the footpaths serving Blossomfield Court and through and along the main entrances and the passages landings and staircases in the building leading to the flat.

2. Full right and liberty for the Tenant and all persons authorised by him

(in common with all other persons entitled to the like right) with or without motor cars and other vehicles at all times and for all purposes in connection with the permitted user of the flat to go pass and repass over and along the access drive and garage forecourt shown on the plan hereto annexed.

3. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) to use the grassed area and the gardens serving Blossomfield Court and shown on the plan hereto annexed for the purpose of quiet enjoyment only (but not for the purpose of playing games or for any other purpose likely to cause offence or constitute a nuisance to the tenants of the other flats in Blossomfield Court).

4. The right (in common with all other persons entitled to the like right) to use the communal dustbins the positions of which are indicated on the plan hereto annexed.

5. The right to subjacent and lateral support and to shelter and protection from the other parts of the building and from the site and roof thereof.

6. The free and uninterrupted passage and running of water and soil gas and electricity from and to the flat through the sewers drains and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in or under or passing through the said building or any part thereof.

7. The right for the Tenant with servants workmen and others at all reasonable times upon giving 3 days previous notice in writing (or in the case of emergency without notice) to enter into and upon other parts of the said building for the purpose of (i) repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or (ii) repairing and maintaining and carrying out permitted alterations or other building works to the flat or any part of the said building giving subjacent or lateral support shelter or protection to the flat, in either case causing as little disturbance as possible and making good any damage caused.

8. The benefit of the restrictions contained in the leases of the other flats in Blossomfield Court granted or to be granted.

9. All the above easements rights and privileges are subject to and conditional upon the Tenants contributing and paying as provided in Clause 4(2) of and the Fourth Schedule to this Lease.

10. The right (subject to the tenants contributing and paying his proper share of the cost of erection maintenance and running of the aerials hereinafter referred to such share to be determined by the Lessors) to connect any wireless or television set in the flat with any aerials for the time being provided by or on behalf of the Lessors. PROVIDED that nothing herein contained shall oblige the Lessors to provide any such aerials.

THE THIRD SCHEDULE before referred to

Exceptions and Reservations

There is excepted and reserved out of this Lease to the Tenants and occupiers of the other flats in Blossomfield Court:-

1. Easements rights and privileges over along through and in respect of the flat equivalent to those set forth in paragraphs 5, 6 and 7 of the Second Schedule to this Lease.
2. Power for the Lessors and their duly authorised surveyors or agents with or without workmen and others upon giving 3 days previous notice in writing (or in case of emergency without notice) at all reasonable times to enter the flat for the purpose of carrying out their obligations under Clause 5 of this Lease.
3. The right to erect and maintain such wireless and television aerials within the roof space of the building as the Lessors may deem appropriate for the use of the occupiers of the building and to run wires connecting such aerial or aerials to the receiving sets in the flats via the conduits provided.

THE FOURTH SCHEDULE before referred to

Costs Expenses Outgoings and Matters in respect of which the Lessee is to Contribute

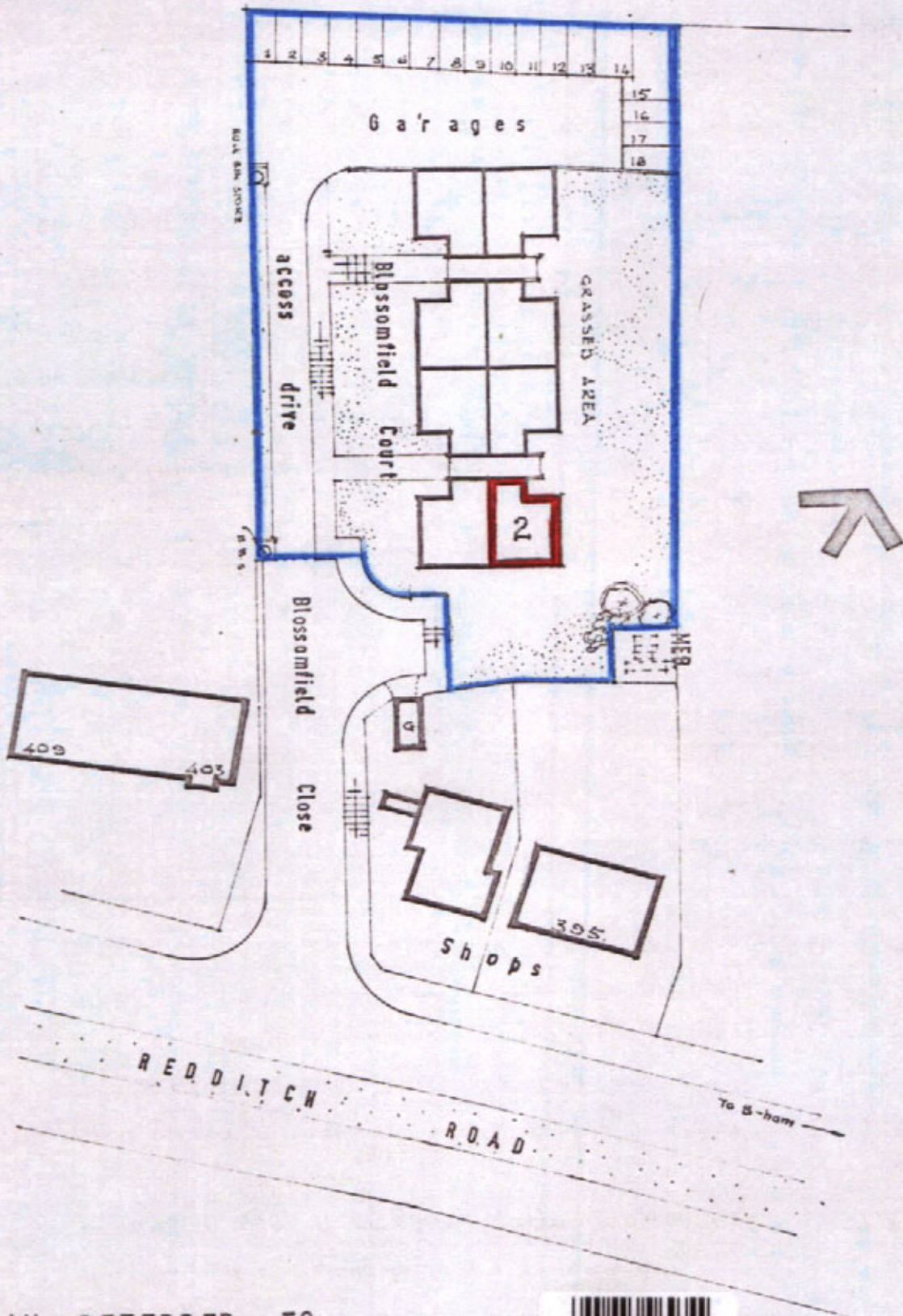
1. All costs and expenses incurred by the Lessors for the purpose of complying or in connection with the fulfilment of their obligations under sub-clause (4), (5) and (6) of Clause 5 of this Lease.
2. All rates taxes and outgoings (if any) payable by the Lessors in respect of the roads, paths, forecourts and gardens of Blossomfield Court.
3. The cost of management of Blossomfield Court.

SIGNED SEALED AND DELIVERED by the said
HARRY MARCEL LITTNER and KENNETH
HERBERT LITTNER in the presence of :-

*James
Walter
Elliott, West Bromwich
Secretary*

[Handwritten signatures and two circular stamps]

Scale 1:500.



PLAN REFERRED TO.





HIPcode

Important Protection

The Home Information Pack (HIP) Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on information included within a Home Information Pack provided on residential property within England and Wales. It sets out minimum standards which organisations providing HIPs have to meet. This information is designed to introduce the HIP Code to you.

By giving you this information, your HIP provider is confirming that they keep to the principles of the HIP Code. This provides important protection for you.

The Code's main commitments

The HIP Code's key commitments say that HIP organisations will:

- Provide HIPs promptly and include the most up-to-date available information when compiled.
- Handle complaints speedily and fairly.
- Respond promptly to queries raised on a HIP, to ensure improved understanding.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all HIP services comply with relevant laws, regulations and industry standards

Keeping to the HIP Code

How HIP providers keep to the HIP Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5,000 to you if you suffer as a result of your HIP provider failing to keep to the Code.

Contact Details

The Property Codes Compliance Board - please contact:

Telephone: 020 7917 1817

Email: info@propertycodes.org.uk

You can also get more information about the Property Codes Compliance Board from our website at:

www.propertycodes.org.uk

PLEASE ASK YOUR HIP PROVIDER IF YOU WOULD LIKE A COPY OF THE FULL HIP CODE.