

COLWELL BAY HOLIDAY COTTAGES, ISLE OF WIGHT

Enclosures to Buyer's Solicitors

Preliminary Information and Explanatory Note

1. Draft Agreement for Underlease
2. Draft Underlease
3. [Draft Guaranteed Rental Agreement]
4. Official Copy of freehold title numbers:
 - 4.1 IW63171
 - 4.2 IW63429
 - 4.3 IW32046; and
 - 4.4 IW63772
5. Official copy of head leasehold titles – IW85763 and IW85920 (relating to units 7 and 8 only)
6. Certified copy Head Lease documents as follows:
 - 6.1 Surrender of prior head lease made between ISV Headlease Limited and ISV Freehold Limited dated 8 January 2018
 - 6.2 Surrender of existing underleases made between ISV Sublease Limited and ISV Freehold Limited dated 8 January 2018
 - 6.3 Head Lease from ISV Freehold Limited to Coastal Parks Hold Limited dated 8 January 2018
 - 6.4 Transfer between ISV Freehold Limited and Link Corporate Trustees (UK) Limited dated 8 January 2018
 - 6.5 Option agreement between Link Corporate Trustees (UK) Limited and ISV Freehold Limited dated 8 January 2018
7. Indemnity policy from DUAL Asset Underwriting regarding access to the site
8. Copy documents referred to on those titles as follows:
 - 8.1 Agreement dated 02.09.1996 between Isle of Wight Council (1) and David Alan Caldicott (2)
 - 8.2 Agreement dated 18.05.2005 between Isle of Wight Council (1) and David Alan Caldicott (2)
 - 8.3 Transfer dated 22.06.2006 between David Alan Caldicott (1) and Sian Caldicott (2)

- 8.4 Transfer dated 11.09.2006 between David Alan Caldicott (1) and Sian Caldicott (2)
- 9. Schedule of unavailable documents referred to on title registers.
- 10. Planning and building regulations documents:-
 - 10.1 Various Planning Consents relating to Colwell Bay and renovation thereof
 - 10.2 Building regulations consent BN/3995.05
 - 10.3 Print from the local planning department showing an application currently under consideration for the amenity building, together with copies of the proposed plans.
- 11. Site Plan
- 12. Unit Plan
- 13. Land Registry estate plan approval letter and plan.
- 14. Site Regulations
- 15. BT Openreach Wayleave dated 20.06.2006 with map of equipment
- 16. Copy insurance policy for the site.
- 17. Replies to standard enquiries in form LPE1
- 18. Defective title indemnity policy re possessory title – *plots 7 and 8 only*
- 19. Energy Performance Certificates

Colwell Bay, Isle of Wight

Preliminary Information

1. Development in Outline

This unit is part of a development of 50 holiday cottages with associated leisure facilities and landscaping, which are being renovated and sold on a long leasehold basis.

2. Lease Structure

The Buyer shall enter into a contract with Coastal Parks Hold Limited for the purchase of the long underlease of the holiday home. The freeholder of the site is now Link Corporate Trustees (UK) Limited after they have taken a transfer of the freehold from ISV Freehold Limited as part of the site restructure. Coastal Parks Hold Limited have a head lease dated 8 January 2018 over the whole site. A copy of the headlease and transfer is in the document pack.

Copies of the surrenders of the prior leasehold structure are in the data room as part of the contract package, although following registration of the new head lease these are no longer relevant.

Ancillary to the headlease is a call option allowing purchase of the freehold reversion in 175 years' time. The call option will not automatically determine the headlease and so should have no impact on unit purchasers. The option is available as part of the contract package.

3. Building Works

Where the property is not yet renovated at the point of reservation/exchange, the Seller will complete such renovation works to an agreed specification prior to completion of the underlease.

3.1 Except where a fixed completion date is given, completion will take place on notice in accordance with the Contract.

3.2 Any dates given by the Seller's staff as to when the property will be ready for occupation should be regarded as nothing more than estimates. The Buyer should not rely on any estimated date when making arrangements for removals, holiday leave etc.

On completion of the renovation works the Buyer shall be granted a 999 year underlease of the finished property.

4. Title

The Development is on freehold title numbers IW63171, IW63429, IW32046 and IW63772, of which the Seller is registered with leasehold title absolute, save in respect of title IW63772, which the property is registered with possessory title and an indemnity policy is in place. That only affects units 7 and 8. Official copies of these titles are supplied, together with documents referred to on those titles that are available to the seller.

5. Services and Shared Rights

The necessary easements for shared rights as between Units on the Development are contained in the draft Lease.

- 5.1 Drainage: The foul and surface water within the Development drain to the public system via private connections running from the mains. Appropriate rights of use for any service media within the site are contained in the documentation supplied.
- 5.2 Water, Electricity and Gas. These connect into the supplies in Fort Warden Road and/or Colwell Chine Road via private connections.
- 5.3 Telephones and internet cabling. The Seller believes that cabling is already present at the site, but it is for the Buyer to establish that adequate services are connected and must make any further arrangements required direct with the telecoms company and pay any charges made by the telecoms company if they wish to be connected. There is a wayleave from BT in place.

6. Landscaping Scheme

The common areas of the Development are landscaped by the Seller.

7. Planning and Building Regulations

The Development was built in accordance with Planning Permission P/1077/04 dated 26 May 2005 and building regulations consent was obtained under reference BN/3995.05.

Your searches may reveal two section 106 agreements. The Isle of Wight Council legal team have confirmed to our client's planning team that due to the fact that the s106 agreement attached to planning permission TCP/15752/N includes a clause within paragraph 1.3 for the release of the obligations in the event that the permission expires, and as planning permission TCP/15752/N was never implemented, then the planning permission has now expired and thereby the obligations attached to it via the S106 have thereby effectively been released via this clause. The Council are in the process of requesting that their Land Charges team remove the planning obligation from the register for the site or at least apply a note to it that will appear on any future searches that the planning obligation is not enforceable.

8. Roads

The roads within the Development are private, to be maintained by the Seller and reimbursed via the service charge contributions. Fort Warden Road is private and rights to use the road are attached to the freehold and head leasehold titles and are also partly covered by an indemnity policy, available in the data room.

9. Outgoings

The Seller is not aware of any outgoings apart from the usual utilities and the Council Tax/Business Rates, together with the charges set out in the Underlease.

10. Transfer Fee

Under the Underlease there is a transfer fee payable on assignment of the lease in the future. Please see the Underlease for full details of these requirements.

11. Insurance

The units are insured by the Seller in accordance with the Underlease.

12. VAT

Please see documentation for details.

13. Deposit on Exchange

A deposit of 10% of the sale price is generally payable on exchange of contracts, to include any reservation fee paid direct to the Seller, unless otherwise stated.

14. Completion

The Contract provides for the Seller to give 10 working days notice of the intended date of practical completion of the renovation works, or may provide a fixed date where the property is already renovated. The Buyer will be afforded an opportunity to inspect the renovation works at that stage. The Seller and their professional team retain full control in respect of the issue of this Completion Certificate.

- 14.1 The whole of the balance monies due on completion must be sent by the Buyer's solicitor by telegraphic transfer to the Seller's solicitors' client account:

National Westminster Bank plc, 8 Park Row, Leeds 1

Sort Code: 60-60-05

Wrigleys Client Account: 30958091

Quote ref: RM.Colwell.unit []

- 14.2 Please notify us as soon as instructions have been given to transfer the money. Keys will not be released (nor will completion take place) until such time as the money is received in our client account.