

# NELSONS

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OUR REF: GJ/ Allon 4155

YOUR REF: A.061201/MK/CS

Sabir Selby

BY FAX ONLY:0207 038 1269

23 January 2007

Dear Sirs

Re: Flat 2, 78 Fleet Road, London

We write further to your letter dated the 19<sup>th</sup> January the contents of which are noted. We would remind you that as solicitors we are not personally involved in the transaction and therefore we would suggest you adopt a more objective approach.

We reply to your Pre-Contract Enquiries as follows:-

1. We refer you to the Freeholders letter dated the 11<sup>th</sup> January and you will note they have made no reference to the requirement of a Deed of Covenant. We would suggest you draft a basic Deed of Covenant for your clients to sign and lodge this with the Freeholders at the same time as to submit your Notice of Transfer and Charge.
2. We refer you to the letter issued by the Freeholders dated the 11<sup>th</sup> January 2007.
3. Ditto.
4. The seller confirms the hallway on the ground floor was painted within the last 12 months and the common areas as the stairway leading to the first floor was painted 3 months ago however the buyer must rely upon their own inspection and survey.
5. The seller confirms not.
6. The seller confirms not however the buyer must rely upon their own inspection and survey.
7. We refer you to the Freeholders letter dated the 11<sup>th</sup> January 2007.
8. We do not have this information in our possession and the buyer must rely upon the result to the drainage search.
9. The seller confirms yes.

10. The seller no longer resides at the property and does not have this information in their possession. We would suggest your clients approach the utility companies direct.
11. The sellers confirm they had previously questioned the service charge calculations but no formal notices were served in this regard.
12. The seller confirms that the windows had not been replaced however the buyer must rely upon their own inspection and survey.
13. The seller is unable to confirm and the buyer must rely upon their own inspection and survey.
14. The seller confirms the roof terrace has been used as a wholly private recreational area however the buyer must rely upon their own inspection and survey.

We trust the above is satisfactory and would you please confirm your clients present position and when it is likely you will be able to proceed to exchange of Contracts and completion thereafter.

Yours faithfully,

NELSONS