

## REPORT ON TITLE



### REFINANCE- SEPARATE REPRESENTATION

<b>TO</b>	Proplend Security Limited ("the <b>Lender</b> ")
<b>FROM</b>	enact Conveyancing Limited
<b>BORROWER</b>	Sherwood Margate Limited
<b>COMPANY NUMBER</b>	11091284
<b>PROPERTY</b>	8 Ethelbert Crescent Margate CT9 2AY
<b>IS BORROWER THE SAME AS OWNER?</b>	Yes
<b>FULL NAME OF OWNER IF DIFFERENT (Where Property is being transferred state intended owner):</b>	N/A
<b>Advance Amount</b>	£350,000 – Amount to be released to enact on completion: £332,495

#### 1. TITLE

- a. We certify that the Property is:

<b>Tenure:</b>	Freehold
<b>Title number (if registered) or if not confirm whether it is unregistered and/or subject to first registration:</b>	K95455
<b>Class of title (if registered):</b>	Absolute

- b. We certify that the Title to the Property is good and marketable and can be accepted by you as security.
- c. We annex hereto a copy of the plan to the title for the Property ("the **Title Plan**") showing the Property **edged red**. The Title Plan accords with the plan attached to the Valuation.
- d. The Property is registered in the name of the Borrower.

- e. We confirm that the only material **Restrictive Covenants** which affect the Property are set out in the attached Schedule.
- f. We confirm that the only material **Adverse Interests/Rights** affecting the Property are referred to in the Schedule.
- g. No person other than the Borrower has an equitable or overriding interest in the Property.
- h. The Borrower **will be** in sole possession of the Property.
- i. The Lender will obtain a **First Legal Charge** over the Property.
- j. The Property has the benefit of the material **Rights Benefitting** referred to in the Schedule as revealed by the title to the Property.

## 2. SEARCHES:

We confirm we hold:-

- a. Clear Land Registry Priority Search giving the Lender priority beyond the date of completion.
- b. Local Land Charges and Local Authority Search no older than **four months** prior to the date of completion of the Legal Mortgage revealing no Entries which might adversely affect the Lender's security.
- c. Clear Bankruptcy Search(es) giving priority beyond the date of completion against the guarantor and the directors of the Borrower.

All other appropriate searches have been carried out and, save as referred to below, reveal no entries adverse to the Lender's security.

## 3. VALUATION:

We have read the Valuation Survey Report dated 16.05.19 prepared by Bradstowe Chartered Surveyors ("**Valuation**") a copy of which has been supplied by us to the Borrower's conveyancer as authorised by you and confirm that:-

- a. there are no discrepancies between the Valuation, the title documentation and the results of our searches
- b. we are satisfied that the Lender will obtain a legal mortgage over the whole of the land shown edged red on the Title Plan and
- c. we are satisfied that the use confirmed in the Valuation as a **hotel/guesthouse** (Bed & Breakfast) accords with the planning permissions revealed by such searches or alternatively the use is established by way of long user.

*NB: There is no specific permission for use as a hotel however, it is clear from the copy permissions supplied that the Local Authority are aware of the use since 1979 as they refer in a permission to the "Sherwood Hotel".*

- d. a copy of this Report has been sent to the valuer for confirmation that the contents do not have an adverse impact on the Valuation.

## 4. PURCHASE CONTRACT:

- a. Purchase Price: £N/A
  - ii. Property: £N/A
  - iii. Fixtures and Fittings: £N/A

## 5. SECURITY DOCUMENTATION:

The following security documentation has been properly executed and witnessed (where required) and certified copies are held by ourselves. ***The originals are held by the Borrower's conveyancer save for the Guarantee, ILA Certificates and Board Resolution which enact will hold.***

- |                     |   |
|---------------------|---|
| a. Legal Mortgage   | To be dated on completion   |
| b. Debenture        | To be dated on completion   |
| c. Guarantee        | To be dated on completion - £350,000 <ul style="list-style-type: none"><li>• Dr Enam Amer Abood - Held</li><li>• Dr Ali Mahmood Shakir – Held</li></ul> |
| d. Board Resolution | To be dated before completion - Held  |

*NB: We hold ILA Certificates signed by Thrings Solicitors in respect of the advice given to Ali and Enam on the Personal Guarantees.*

## 6. COMPLETION ARRANGEMENTS

We now request you to pay to us the Advance Amount and undertake that if you pay to us the said sum we shall use the same only to forward funds to the Borrower's conveyancer] [effect the refinance of the Property by the Borrower.

As agreed with the Borrower's conveyancer, we shall deduct our fees and disbursements from the Advance Amount before forwarding the balance to the Borrower's conveyancer to complete the refinance.

We hold an irrevocable undertaking from the Borrower's conveyancers confirming that following completion they will send a completed AP1 in respect of the Refinance of the Property and registration of the Lender's Legal Mortgage and Debenture, any necessary supporting documentation, and any title documents that are received from the Borrower's conveyancer will be sent to you as required following completion of registration.

We understand that you require 7 working days notice for release of the Advance Amount to us.

**Our banking details are:**

<b>Account Name</b>	enact Conveyancing Limited
<b>Account Number</b>	57131910
<b>Bank</b>	National Westminster Bank plc
<b>Branch</b>	Leeds City Centre
<b>Sorting Code No</b>	60 60 05
<b>Completion date</b>	Thursday 6th June 2019

## SCHEDULE

### RESTRICTIVE COVENANTS/ ADVERSE INTERESTS/RIGHTS

#### 1. Background

- Owner occupier trading business no lease to review.
- Loan to capital raise and refinance existing lending
- Sighting Paper notes:
  - o Bed and Breakfast accommodation in Margate, situated along the Cliftonville seafront.
  - o Selection of en-suite rooms that can be occupied as double, twin and interconnecting rooms.
  - o Client purchased this hotel 15 month ago at £410,000.
  - o There is free public parking in Dalby Square and a pay & display across the road from the hotel.

#### 2. Title Matters

- (a) **Charges (Debenture) to be redeemed by the Borrower's conveyancer on completion in accordance with their undertaking:**

Date	Lender	Borrowers' Conveyancer confirmed amounts outstanding
08.03.18	Octane Property Finance Ltd	£210,209.50 – calculated to 06/06/19

- (b) **Price Paid**

- The price stated to have been paid on 08.03.18 for the Property was £410,000.
- Valuation: £700,000  
The valuer has noted that the Property has undergone substantial upgrading and refurbishment internally. External decoration to be undertaken at the end of the summer season. The Borrower's solicitor has also confirmed that the difference is as a result of the completed works.

- (c) **1946 Conveyance between (1) Neurex Estates Ltd ("Vendor") and (2) George Rye and others ("Purchasers") contains the following provision:**

*The walls and fences dividing the premises conveyed from the adjoining properties 7 and 9 Ethelbert Crescent (which were owned by the Vendor at that time) are party walls ...maintainable accordingly and all existing rights and privileges in the nature of easements or quasi-easements which the premises conveyed now enjoy over the adjoining properties and which those adjoining properties now enjoy over the premises conveyed are to be as full legal easements rights and privileges as if the premises conveyed and such adjoining properties had in their existing state been in separate ownership continuously for upwards of the 40 consecutive years immediately preceding the date of this Conveyance and without adverse claim.*

- (d) **The land is subject to the covenants contained in a 1864 Deed between (1) T.D Reeve (2) J Paramor and (3) The Several other persons**

Thomas Dalby Reeve Building being Clifton Villa Estate in Margate whereby he laid out a certain portion in Lots for Building Purposes for the erection of Lodging or Dwelling houses only and necessary offices thereon intended to be called "Ethelbert Crescent" and has sold by Indenture of the same date certain Lots of land to Mr Paramor and is about to sell to each of the several other parties hereto the fee simple of such of the Lots as are marked with their respective names on the plan.

The purchasers of the Lots to enter into the following covenants and agreements:

*To build fit for habitation in a workmanlike manner within 12 months from the dates of their conveyances good and substantial **Lodging or dwelling houses only and no trade or business to be permitted therein** or upon the Lots sections or parcels respectively sold and conveyed to them as aforesaid*

- of the dimensions in the Plan annexed
- the front of the Houses shall be brought up to but shall not project beyond the building line and
- shall have in front the appearance of a regular line of building which shall invariably be preserved as covenant running with the land that each house shall be well and substantially built the fronts of picked stock bricks of an even colour on such part or elevation under the Verandah to be cemented as shown on the plan with not less than 1 1/4 inch slate Balcony.
- The sill stringing courses cornices etc. in Portland cement to be kept perfectly level as also the ridge of the roofs and the chimneys to be one height the windows doors balconies etc. to be of the same height and width and spaced out as in the plans and and the several floors of the height set forth in the sections the fronts of balcony and fencing to be of cast iron all to be similar the painting to front to be uniform
- The Houses to maintain a uniformity in the facing all projections of the same nature and the whole of windows doors etc. to be of the several heights and widths as in the plans and the several sills of windows stringing courses coping ridges of roof and to be of the same Level and the chimneys of the same height as shown...nothing shall be done to destroy the regularity and uniformity of appearance agreed and the House to be kept up and maintained as the same are to be built..
- **On no account shall any shops or public or private coach houses or coach house or stable or stables be at any time erected... or any trade or business except that of a Lodging House Keeper or any noxious or offensive business whatsoever be used exercised or carried on or suffered to be used exercised or carried on**
- or the neighbourhood may be in any respect damaged or annoyed
- no buildings in the rear be created higher than the garden wall behind any or either of the said Lots section and that no chimney be erected for any building which shall not be turned into the chimney of the house or carried up to the same height.
- The covenanting parties or their successors shall within 6 months from the date of their conveyances build and repair and maintain a brick wall to divide the garden or yard at the back of the respective dwelling house such walls to be of the height of 6ft 6" from the level of the same Gardens or yards and
- all the walls and buildings to be erected on the said several lots respectively shall be formed with bricks and that flint or rag stone shall be used in any part on the said building gardens or yards and not less than 9" thick.
- All walls dividing and separating the houses and outhouses respectively and the gardens and yards thereunto belonging shall be placed equally on the grounds of the respective properties of the adjoining houses or ground and shall at all times be considered and deemed party walls and the expense of erecting the same shall be born and paid equally between the proprietor of the houses and premises by which the same shall be separated within 6 mths from the time when the said buildings shall be commenced.
- Mr Reeve his heirs and assigns shall not cause or permit to be made built or erected on any part of the land immediately fronting the houses so to be built aforesaid upon any of the said lots sections or parcels any building or erection other than a wall or fence or walls or fences bounding the same land or the roads or ways through the same and that no such wall shall exceed 3ft 6 inch in height and no such fence shall exceed 4ft in height.

**Indemnity Policy Risk:** The Property is being used, has been built and/or altered in a way that is not compliant with restrictive covenants registered against the freehold title and a third party tries to enforce these covenants. The material terms are extracted below:

<b>Insurer</b>	DUAL - Catlin Insurance Company (UK) Ltd, Royal & Sun Alliance Insurance Plc and Fidelis Underwriting Limited
<b>Policy No</b>	00-31850318JO from 08/03/2018 for No 8 Ethelbert Crescent.
<b>Insured Use</b>	Use as a commercial premises ( includes mixed commercial and residential use)
<b>Insured</b>	Sherwood Margate Ltd
<b>Policy Amount</b>	£410,000
<b>Period of Insurance</b>	Forever. It also insures people who own all or part of the Property after you and any Mortgage Lenders or tenants who have an interest in the Property (unless otherwise limited by the Additional Condition(s))

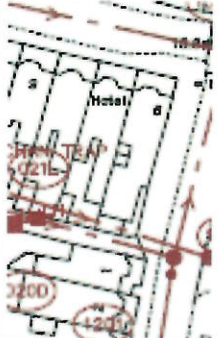
The Borrower's solicitor has confirmed in a letter dated 28.05.19: "Our Client is using the Property as a hotel. The Property has been used for a hotel for very many years..."

### 3. Occupational Interests

The Borrower's solicitor has confirmed in a letter dated 28.05.19 that the Property is occupied as a hotel. There are no other leases, licences or tenancies in place.

### 4. Searches

Date	Search	Material Matters Revealed															
30/05/19	Local	<p><b>Adopted Roads</b></p> <ul style="list-style-type: none"> <li>Ethelbert Crescent</li> <li>Athelstan Road</li> <li>Dalby Square</li> </ul> <p>NB: the rear alleyway is not adopted and there are no rights of way benefitting the Property over the rear alleyway.</p> <p>The Borrower has confirmed:  <i>"My client has advised there is no requirement for access to the back of the hotel over the rear accessway to which you refer. The rear access is used for rubbish collection services by the Thanet council."</i></p> <p><b>Planning Permissions</b></p> <table border="1"> <thead> <tr> <th>Date</th> <th>Ref</th> <th>Works</th> </tr> </thead> <tbody> <tr> <td>02/10/78 Copy held</td> <td>TH/77/626 A</td> <td>Erection of a two storey extension and a single storey basement extension being a separate unit of accommodation. Approved subject to conditions.</td> </tr> <tr> <td></td> <td>R.7205</td> <td>Erection of a 2 storey rear extension, erection of a basement rear extension to kitchen and internal alterations.</td> </tr> <tr> <td></td> <td>R.7616</td> <td>Erection of two and one storey</td> </tr> </tbody> </table> <p>NB: We have also been supplied with a copy of a refusal to change the use and conversion from a hotel to x4 No self contained flats dated 30/07/08 due to loss of tourist accommodation and insufficient garden space F/TH/08/0716.</p> <p><b>Building Regulations</b></p> <table border="1"> <thead> <tr> <th>Date</th> <th>Ref</th> <th>Works</th> </tr> </thead> </table>	Date	Ref	Works	02/10/78 Copy held	TH/77/626 A	Erection of a two storey extension and a single storey basement extension being a separate unit of accommodation. Approved subject to conditions.		R.7205	Erection of a 2 storey rear extension, erection of a basement rear extension to kitchen and internal alterations.		R.7616	Erection of two and one storey	Date	Ref	Works
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22/05/19	<b>Water</b>	<p>Mains water connected: Yes Surface water connected: Yes Foul water connected: Yes</p> <p>Sewer records show a main crossing through the rear. The Borrower has confirmed that this has not been built over.</p> 												
17/05/19	<b>Environmental /Sitecheck</b>	<ul style="list-style-type: none"> <li>• No significant contaminant linkage has been identified and any liabilities from contaminated land are unlikely. No further action is required.</li> <li>• Flood: The property is at a significant risk of Surface Water flooding. Further assessment is recommended to understand the likely depth of flood waters.</li> </ul>												

The Borrower has confirmed:

*“My client has advised that there is no history of flooding. The hotel is at a high point up on the cliff and rain water drains very well away from it.”*



#### Section 7a: River and Coastal Flooding

The map below shows the location of river and/or coastal flood risk within 500m of the property, with further details in the tables that follow. Please see the Front Page and the Professional Opinion and Recommendations section for our overall risk opinion, further information and next steps guidance.

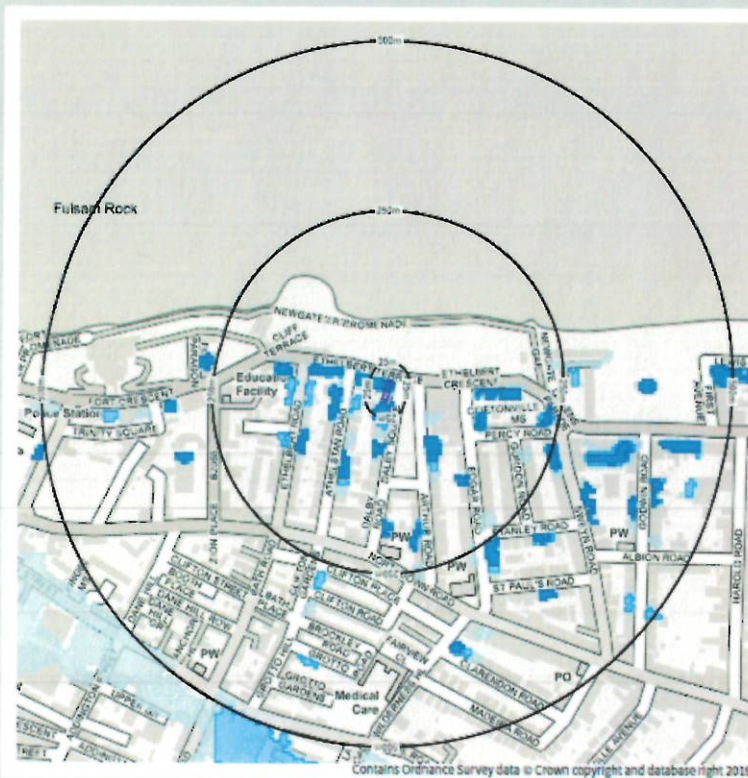


- |  |   |
|--|---|
| High Risk - Risk of Flooding from Rivers and Sea (RoFRS)   | Flooding from Rivers or Sea without Defences (Zone 3)         |
| Medium Risk - Risk of Flooding from Rivers and Sea (RoFRS) | Extreme Flooding from Rivers or Sea without Defences (Zone 2) |
| Low Risk - Risk of Flooding from Rivers and Sea (RoFRS)    | Flood Defences  |
|  | Areas Benefiting from Flood Defences                          |



### Section 2b: Surface Water Flooding

The map below shows the location of surface water flood risks within 500m of the property, with further details in the tables that follow. Please see the Front Page and the Professional Opinion and Recommendations section for our overall risk opinion, further information and next steps guidance.



- Surface Water - 1 in 75 year return
- Surface Water - 1 in 200 year return
- Surface Water - 1 in 1000 year return

#### 1) Surface Water Flooding

“surface water flood event” (SWFE): In a SWFE depths of surface water at the property may reach and exceed 0.3m.

Investigate any additional flood risks to the property highlighted on the flood gauges using the flood section of this report.

#### Recommendations

- carrying out a follow on report to understand the expected depth of flood waters at the property, as well as the protection level of any defences found to benefit the property. Understanding the likely depths of flooding is important as it will both help to reassess the risk and identify what the most practical approach is to protect the property.
- You should ask the seller and other nearby property owners whether or not flooding has occurred in the area previously. If it has, what was the impact and where were the affected areas.
- One or more environmental constraints have been identified within 250m of the Property. Landmark Information have identified the following environmental constraints at or close to the property: Marine Conservation Zones, Sites of Special Scientific Interest, Ramsar Sites, Special Areas of Conservation and Special Protection Areas.

20/05/19	Flood Report	A significant risk of Surface Water flooding. Further assessment is recommended to understand the likely depth of flood waters. To explore the risk further, visit the online viewer - moderate to high risk of Surface Water flooding as there is the potential for flooding to occur fairly frequently or with depths that could result in significant impact.
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		<p><b>Recommendations</b></p> <ol style="list-style-type: none"> <li>1. Landmark recommend carrying out a follow on report to understand the expected depth of flood waters at the property, as well as the protection level of any defences found to benefit the property. Understanding the likely depths of flooding is important as it will both help to reassess the risk and identify what the most practical approach is to protect the property. The required follow on report, a Flood Solutions Consult, will cost from £250 + VAT. Please contact our in-house environmental consultants, Argyll Environmental, for further information and to order on 0845 458 5250 or email orders@argyllenviro.com.</li> <li>2. You should ask the seller and other nearby property owners whether or not flooding has occurred in the area previously, if it has, what was the impact and where were the affected areas.</li> <li>3. As a high risk of flooding has been identified, Landmark recommend the property purchaser/owner explores the online viewer to understand the risks further.</li> </ol>												
20/05/19	<b>SIMR</b>	Clear												
	<b>Chancel</b>	<p>Risk: We have been provided with a copy of an Indemnity Policy to cover Chancel Repair – A Parish church demands contributions towards the repair of the church chancel. The material terms are extracted below:</p> <table border="1"> <tr> <td><b>Insurer</b></td> <td>DUAL - Catlin Insurance Company (UK) Ltd, Royal &amp; Sun Alliance Insurance Plc and Fidelis Underwriting Limited</td> </tr> <tr> <td><b>Policy No</b></td> <td>00-31850318JO from 08/03/2018 for No 8 Ethelbert Crescent.</td> </tr> <tr> <td><b>Insured Use</b></td> <td>Use as a commercial premises ( includes mixed commercial and residential use)</td> </tr> <tr> <td><b>Insured</b></td> <td>Sherwood Margate Ltd</td> </tr> <tr> <td><b>Policy Amount</b></td> <td>£410,000</td> </tr> <tr> <td><b>Period of Insurance</b></td> <td>Forever. It also insures people who own all or part of the Property after you and any Mortgage Lenders or tenants who have an interest in the Property (unless otherwise limited by the Additional Condition(s))</td> </tr> </table>	<b>Insurer</b>	DUAL - Catlin Insurance Company (UK) Ltd, Royal & Sun Alliance Insurance Plc and Fidelis Underwriting Limited	<b>Policy No</b>	00-31850318JO from 08/03/2018 for No 8 Ethelbert Crescent.	<b>Insured Use</b>	Use as a commercial premises ( includes mixed commercial and residential use)	<b>Insured</b>	Sherwood Margate Ltd	<b>Policy Amount</b>	£410,000	<b>Period of Insurance</b>	Forever. It also insures people who own all or part of the Property after you and any Mortgage Lenders or tenants who have an interest in the Property (unless otherwise limited by the Additional Condition(s))
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13/05/19	<b>Company</b>	<p><i>Name: Sherwood Margate Ltd</i></p> <p><i>Active: Yes</i></p> <p><i>Directors:</i></p> <ul style="list-style-type: none"> <li>- <i>Dr Enam Amer Abood</i></li> <li>- <i>Dr Ali Mahmood Shakir</i></li> </ul> <p><i>Secretary: N/A</i></p> <p><i>Shareholders:</i></p> <ul style="list-style-type: none"> <li>- <i>Dr Enam Amer Abood</i></li> <li>- <i>Dr Ali Mahmood Shakir</i></li> </ul> <p><i>PSC:</i></p> <ul style="list-style-type: none"> <li>- <i>Dr Enam Amer Abood</i></li> <li>- <i>Dr Ali Mahmood Shakir</i></li> </ul> <p><i>Purpose: Hotels and similar accommodation</i></p> <p><i>Charges: Dated 08.03.18 to Octane Property Finance Ltd T/A Octane Capital. NB: This will be removed on completion by the Borrower's conveyancer.</i></p>												
<b>Expires 07/06/19</b>	<b>Bankruptcy</b>	<ul style="list-style-type: none"> <li>• <i>Enam Amer Abood</i></li> <li>• <i>Ali Mahmood Shakir</i></li> </ul>												
<b>Expires 12/07/19</b>	<b>Priority</b>	In favour of Proplend Security Ltd - Clear												
29/05/19	<b>Lender Exchange Check</b>	Clear – Thrings LLP												
13/05/19	<b>SRA Check</b>	Thrings - Clear												

## OTHER

### 1. Buildings Insurance

**Insurer:** Royal & Sun Alliance Insurance PLC  
**Insured:** Sherwood Margate Limited  
**Property:** Sherwood Hotel, 8 Ethelbert Crescent, Margate, Kent CT9 2AY  
**Declared Value:** £1,400,000  
**Sum Insured:** £1,610,000  
**Reinstatement Figure in Valuation:** £1,200,000  
**Insured:** Sherwood Margate Ltd  
**Expiry:** 05/06/2020  
**Policy No:** TBC  
**Terrorism:** Yes

*NB: The policy notes the interest of the Lender and a copy has been sent to you.*

*NB: The Borrower has confirmed that alcohol is not sold from the Property.*

### 2. Fire Risk Assessment /Asbestos Report/Access Audit/Energy Performance Certificate

<b>Date</b>	<b>Report</b>	<b>Contents</b>
31.10.12	EPC – expires 31.10.2022 Sherwood Hotel, 8 Ethelbert Crescent	C: 56
	Fire Risk Assessment	<p>The Borrower has supplied a copy of a Fire Protection Invoice for Fire Extinguishers dated 20.05.19.</p> <p><i>The valuer notes: Lenders are advised to ensure that occupiers are required to obtain a FRA which should be kept under review.</i></p> <p>The Borrower has supplied an undertaking addressed to you and enact confirming:</p> <p><i>“We irrevocably undertake to Proplend and to enact to within 1 month from the date of completion of the above Transaction to supply to Proplend and to enact all audits and assessments being:</i></p> <p>(a) Asbestos Report (b) Fire Risk Assessment <i>together the “Reports”</i></p> <p><i>We undertake to complete all necessary works and recommendations as required by the above Reports within 3 months of completion of the Transaction and to supply satisfactory evidence to Proplend that such works have been completed.”</i></p>
	Asbestos Report	<p><i>The Borrower has supplied a copy of an unsigned letter from Tom Coker the principal contractor as follows:</i></p>



TGC Carpentry and Building

Director: Tom Coker  
Contact: 07903041046  
Email : tommygcoker@gmail.com

31/05/2019

Sherwood hotel  
8 Ethelbert crescent  
Margate  
CT9 2AY

To whom it may concern,

I (Thomas coker) the principal contractor hired to refurbish the Sherwood hotel can confirm during the process of completely removing all stud partition walls, ceilings, floor boards and renewing/repairing the main/exstention roofs. That there was no evidence whatsoever of asbestos in the the property mentioned above. Had there been, then the correct professional measures would of been taken.

Tom Coker  
TGC carpentry and building

**NB: A copy of this Letter has been sent to the valuer.**

*The valuer comments that any asbestos disclosures may have an adverse effect on the valuation.*

The Borrower has supplied an undertaking addressed to you and enact confirming:

*"We irrevocably undertake to Proplend and to enact to within 1 month from the date of completion of the above Transaction to supply to Proplend and to enact all audits and assessments being:*

- (a) Asbestos Report
  - (b) Fire Risk Assessment
- together the "Reports"*

*We undertake to complete all necessary works and recommendations as required by the above Reports within 3 months of completion of the Transaction and to supply satisfactory evidence to Proplend that such works have been completed."*

**The valuer should be asked to confirm that the contents of the report and do not have an adverse impact on the Valuation.**

03/06/19

Access Audit

*We have been supplied with a copy an Access Audit which concludes:  
"The risk of a case of disability discrimination was considered to be non-existent and no current changes are required to be undertaken by the owner under the current regulations of the Equality Act 2010. A further detailed accessibility audit is planned to be undertaken to further meet the needs of the ambulant disabled, blind, hearing impaired and those able to manage steps and stairs."  
**The valuer notes that there do not appear to be valuation issues resulting from the Disability Discrimination Act but they cannot give assurances. If an AA identifies necessary works then this might reduce the valuation.***

**NB: A copy of the Report has been sent to the valuer.**

### 3. Identification Documents

NB: Original certified copies held

- *Enam Amer Abood*
  - *Passport- expires 01/12/23*
  - *Driving licence (Enam Abood)- expires 02/09/24*
  - *Birmingham Midshires Mortgage Statement (Enam Abood) dated 08/05/19*
  - *Barclays Bank Account Statement – dated to 17/05/19*
- *Ali Mahmood Shakir*
  - *Passport - expires 09/01/25 and*
  - *Driving Licence - expires 20/08/20*
  - *Barclays Bank Account Statement – dated to 17/05/19*

### 4. Valuation – Material Matters

<b>Date</b>	16.05.19
<b>Market Value</b>	£700,000
<b>Rental Value</b>	£20,000
<b>Reinstatement</b>	£1,200,000
<b>Property</b>	Sherwood Hotel, 8 Ethelbert Crescent, Margate, Kent CT9 2AY
<b>Use</b>	<ul style="list-style-type: none"><li>- 5 Storey mid terraced building arranged as a private hotel / guesthouse.</li><li>- There are x10 letting rooms, x8 of which have en-suite facilities. Sea views from the front elevation.</li><li>- Outside to the rear is a small courtyard with potential off road parking for two cars.</li><li>- Use Class C1 – guest house/private hotel</li><li>- If the business were to fail then the alternative use would be that of a residential dwelling.</li></ul>
<b>Tenure</b>	Freehold

### 5. Irrevocable Undertaking

**Instruction to enact from Proplend:**

Dr Shakir to provide a signed, irrevocable Undertaking, stating that the outstanding CCJ, relating to Halifax for £6653, will be settled in full, within one month post-completion.

A Creditsafe Report dated 05/05/19 for Dr Ali Mahmood Shakir has revealed:

- Active CCJ - £6653- Judgment date 07/10/2013 Northampton CCBC Case Number: 3JA36083

**The Borrower's solicitor has:**

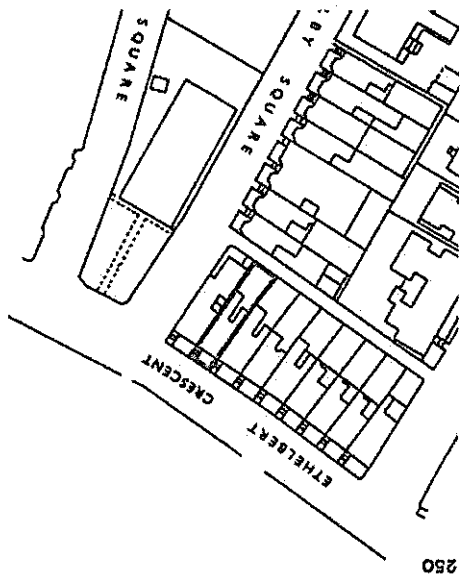
- (a) Supplied an undertaking addressed to enact and Proplend which confirms:  
*"To pay on completion of the Transaction to Howard Cohen & Co on behalf of Hoist Finance UK Holdings 1 Limited the sum of £6,896.64 in respect of claim no 3JA36083 and to supply you with confirmation of receipt of the funds from Howard Cohen & Co within 5 working days our receipt of the same."*
- (b) Confirmed in a letter dated 28.05.19 " We have met with Dr Shakir today and we have his irrevocable instructions to settle 3JA36083 on completion."

- (c) Supplied a copy of a letter dated 28.05.19 from Howard Cohen & Co Solicitors acting for Hoist Finance UK Holdings 1 Limited confirming that no interest is being applied to the account. On receipt of cleared funds they will remove the Restriction/Equitable charge over the property known as 12 Central Avenue, Edmonton London N9 9RG.

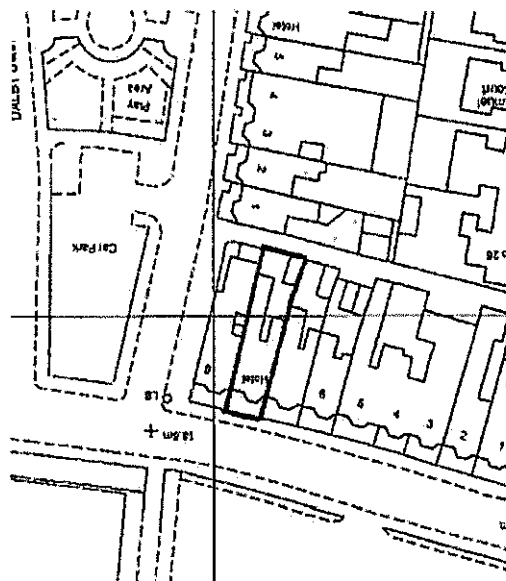
**The Borrower has supplied an irrevocable undertaking: CCJ –**

*"Within 7 working days of receipt of evidence of repayment and discharge from Howard Cohen & Co solicitors we will submit an application to the appropriate court together with payment of the appropriate fee to satisfy and obtain removal of the active CCJ to Hoist Finance UK Holdings 1 Limited in respect of the sum of £6,896.64 to enable removal/discharge of Northampton CCBC Case Number: 3JA36083, Judgment date 07/10/2013. We will forward evidence of the removal/discharge to you within 7 working days of receipt of the same from the court."*

**TITLE PLAN**



**VALUATION PLAN**



<b>Signed by:</b>	<i>Sarah Louise Creasey</i>
<b>Signature Name:</b>	Sarah Louise Creasey
<b>Position:</b>	Solicitor
<b>Authorised to sign for and on behalf of:</b>	enact Conveyancing Limited
<b>Date:</b>	6th June 2019