

## REPORT ON TITLE



*NB: The image extracted is for illustrative purposes only.*

### REFINANCE – SEPARATE REPRESENTATION

<b>TO</b>	Proplend Security Limited ("the <b>Security Trustee</b> ")
<b>FROM</b>	enact Conveyancing Limited
<b>BORROWER</b>	Ressance Land No 3 Limited
<b>COMPANY NUMBER</b>	09124786
<b>PROPERTY</b>	Land adjoining 108 Bartholomew Street, Newbury, RG14 5DT
<b>IS BORROWER THE SAME AS OWNER?</b>	Yes
<b>FULL NAME OF OWNER IF DIFFERENT (Where Property is being transferred state intended owner): Not applicable</b>	N/A
<b>Advance Amount</b>	£329,000 – Amount to be released to enact on completion: £296,629.62

#### 1. TITLE

- a. We certify that the Property is:

<b>Tenure:</b>	Freehold
<b>Title number:</b>	BK490950
<b>Class of title:</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**.

***NB: The title plan has been referred to the valuer and the valuer has confirmed that the Title plan reflects the correct extent valued as there is a discrepancy between the Title and the Valuation Plan.***

- 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 not** be in sole possession of the Property.
- i. The Security Trustee 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 Security Trustee 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 Security Trustee'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 Security Trustee's security.

## 3. VALUATION:

We have read the Valuation Survey Report dated 02/08/19 prepared by Jones Lang LaSalle ("**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 save as highlighted in this Report
- b. we are satisfied that the Security Trustee 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

*Proposed development (which was occupied by a dilapidated office building with ancillary outbuildings since demolished) comprises a new x3 storey residential x8 one-bed self-contained apartments.*

accords with the planning permissions revealed by such searches as extracted below:

**Dated:** 12/06/18  
**Ref:** 18/01620/FULD  
**Works:** Development of 8 apartments  
**Applicant:** Rissance Ltd  
**Address:** 108 Bartholomew Street

- 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 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 - £100,000

Duncan Timothy Crook &  
Nigel Lawrence Jones

- d Board Resolution                      To be dated before completion

*NB: enact also hold the relevant Independent Legal Advice Certificates in respect of the advice given on the 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 to effect the refinance of the Property.

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 Security Trustee'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>	Monday 9th September 2019

## SCHEDULE

### RESTRICTIVE COVENANTS/ ADVERSE INTERESTS/RIGHTS

The Borrower has confirmed that so far as they are aware the covenants to which the Property is subject have not been breached and the rights to which the Property is subject do not have an adverse impact on the existing use.

#### 1. Title Matters

##### (a) Charges

To be redeemed by the Borrower's conveyancer on completion in accordance with their undertaking:

Date	Lender	Borrowers' Conveyancer confirmed amounts outstanding
14/03/2018 X2 Titles Debenture	Bridgeco Limited	£600,330.60 as at 09/09/19
<b>Total</b>		

##### (b) Price Paid

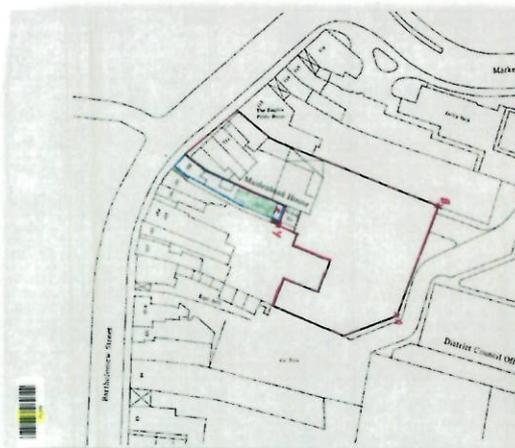
- The price stated to have been paid on 14/03/18 for the Property was £115,000.
  - Valuation: £490,000
- NB: The Borrower has confirmed that the difference in price of £375,000 is attributable to the planning permission.*

##### (c) 1959 Conveyance – Benefit of Rights – BK490950

The following rights are contained in a 1959 Conveyance of the land in this title and other land between (1) J H Grey and EM Denwick (**Vendors**) and (2) H S Dolton (**Purchaser**):

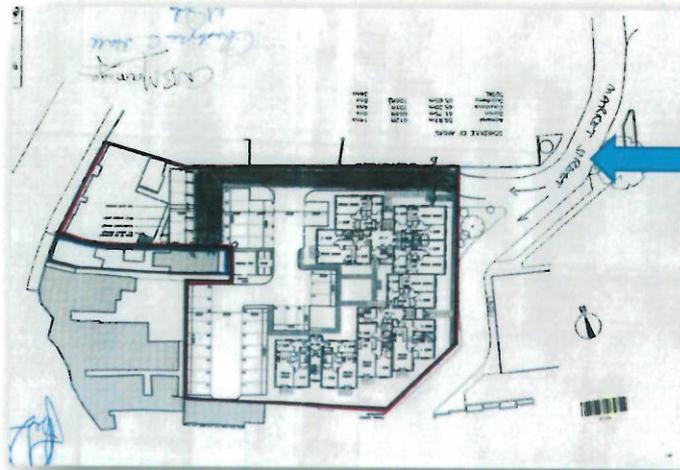
*"...right of way and passage in common with all others entitled to the same through the south side of the... dwellinghouse ....and through the passage and court known as New Square from...Bartholomew Street".*

##### (d) 1998 Deed of Release and Grant – Benefit of Rights - BK490950



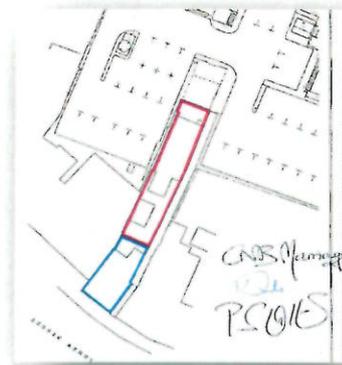
<b>Custodian</b>	National Westminster Bank PLC
<b>Lionbrook</b>	Uberior Nominees (Lionbrook Property Fund No.1) Limited
<b>Lionbrook Land</b>	Maidenhead House 109-112 Bartholomew Street, Newbury Berkshire shown <b>edged red</b> on the Plan Title- <b>BK252185</b>
<b>Custodian Land (the Property)</b>	Land at 108 Bartholomew Street Newbury Berkshire by virtue of a Conveyance dated 11/04/1960 <b>edged blue</b>
<b>1963 Conveyance</b>	24/01/1963 between National Provincial Bank Ltd and Maidenhead Building Society
<b>Background</b>	<p>Under the 1963 Conveyance a right of footway over part of the Lionbrook Land was reserved for the benefit of the Custodian Land.</p> <p>The Custodian agreed to release this right in consideration of granting a right of pedestrian access over the Lionbrook Land.</p> <p>The Custodian releases all rights reserved in the 1963 Conveyance and any other rights of way.</p>
<b>Custodian Right of Way which benefits the Property</b>	Right of pedestrian access to obtain access to and from the door marked z at the rear of the building shown <b>coloured green</b> on the plan and that part of the adjacent passageway <b>coloured brown</b> on the plan from the point marked Y on the plan to such points designated by Lionbrook or its successors between points A and B on the plan (provided that at such points may be designated pursuant to this clause pedestrian access can at all times be gained therefrom onto adjoining land over which there are either public rights of pedestrian access or private rights of pedestrian access which have been granted for the benefit of the Custodian Land) by such route as Lionbrook or its successors designate and so such route and the designated point between A and B may be varied as often as Lionbrook or its successors require.
<b>Lock Gates</b>	Lionbrook and its successors may <b>secure gates along the boundary marked A-B on the Plan and or at the point marked Y on the Plan subject to providing the Custodian or its successors with keys or other means of entry through such gates or barriers</b> and if it does so the Custodian or its successors shall comply with all reasonable conditions for the use and operation of the same as imposed by Lionbrook or its successors provided that such conditions shall not restrict the Custodian or its occupiers of the Custodian Land from continuous and uninterrupted use of the right of way granted.

(e) 2001 Deed - Benefit of Rights – Access Road - BK490950



<b>Grantee</b>	Christopher Neville Barrington Marriage and others as trustees for the Newbury Constituency Liberal Democrats
<b>Grantor</b>	Crest Nicholson Residential (South) Limited
<b>Grantor's Land</b>	Title Number BK359597 and the land at the rear of 102-107 Bartholomew Street, Newbury of which the Grantor is entitled to be registered shown <b>edged red</b> on the plan
<b>Grantees Land (the Property)</b>	108 Bartholomew Street, Newbury Berkshire as shown <b>edged blue</b> on the Plan
<b>New Road</b>	Roadway constructed by The Grantor of the Grantor's Land shown <b>shaded brown</b> on the plan
<b>Grantee/Successor Rights for the benefit of the Property</b>	<p>To pass over the New Road with or without vehicles to provide a right of way for all purposes connecting the Grantees Land to the adopted highway known as Market Street as marked with a blue arrow.</p> <p>Right for the Grantee to demolish the whole/part of the wall which is shown for the purpose of....[ <b>words missing</b> ] to exercise the right of way subject to all necessary consents being obtained by the Grantee and the Grantee obtaining written approval of the Grantor not to be unreasonably withheld or delayed.</p> <p><b><u>NB: We have queried with the Borrower's conveyancer the details of the missing words and they have confirmed: We hold no other copy of the Deed. Our client believes that the reference is to the wall shown marked between points C and D on the plan annexed to the 2001 Deed.</u></b></p>
<b>Gates</b>	The Grantor or its successors may at any time provide and or lock or otherwise secure gates or other barriers at any point along the boundary marked A-B on the plan and/or in the location marked x on the plan subject to providing the Grantee or its successors with keys or other means of entry through such gates or barriers and if it does so the Grantee or its successors shall comply with all reasonable conditions for the use and operation of the same as may be imposed by the Grantor or its successors.
<b>Grantor Covenants</b>	To maintain the New Road in good repair and suitable for the purposes authorised.

(f) 2018 Transfer – Restrictive Covenants and Rights of Way - BK490950



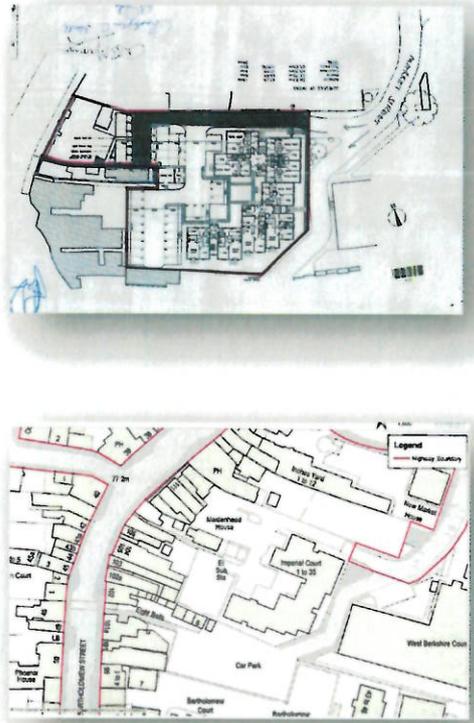
<b>Transferor</b>	Christopher Neville Barrington Marriage, Richard William Selwyn Drake and Paul Robert Walter
<b>Transferee</b>	Ressance Land No 3 Limited
<b>Property</b>	Land at the rear of 108 Bartholomew Street, Newbury, Berkshire RG14 5DT as shown edged red on the attached plan
<b>Price</b>	£115,000
<b>Retained Land</b>	BK368128 shown <b>edged blue</b> on the plan
<b>Rights Granted for the benefit of the Property</b>	<ul style="list-style-type: none"> <li>• <b>Of way to access the Property with or without vehicles over and along any roads forming part of the Retained Land and a right of way at all times on foot only over and long any footpaths forming part of the Retained Land which in each case is necessary for the purpose of access to and egress form the Property subject to such rights terminating over any road or footpath when it becomes public.</b></li> <li>• To construct and use conduits (<b>Water Pipes</b>) for passage of mains water through the Retained Land to Property via a route to be agreed between the Transferor and Transferee (or their successors). With the right at all reasonable times on giving to the owner of the Retained Land affected reasonable notice in writing (except in emergency when no notice is required) to enter on so much of the Retained Land for maintaining the Water Pipes and to lay the Water Pipes at such positions as approved by the Transferee (not to be unreasonably withheld or delayed) Provided that the person exercising such rights make good all damage caused to the Retained Land.</li> <li>• Right to construct and use for the free passage of services through conduits in the Retained Land together with a right at all reasonable times on giving to the owner for the time being of that part of the Retained Land thereby affected reasonable notice in writing (except in the case of emergency when no notice is required) to enter on to so much as shall be reasonably necessary of the Retained Land for the purpose of maintaining any Service Media and for laying any further Service Media at such positions as shall be first approved by the Transferee (approval not to be unreasonably withheld or delayed) Provided             <ul style="list-style-type: none"> <li>(i) the person exercising such rights shall make good all damage caused to the Retained Land</li> <li>(ii) the Transferor or other owner of the Retained Land shall have the right at its own cost to divert any such Service Media where required in connection with the proposed development of the Retained Land or for any other reasonable purpose subject to taking all reasonable purpose subject to taking all reasonable steps to minimise any disruption thereby caused.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Right at all reasonable times after reasonable notice in writing except in an emergency when no notice is required) to enter on so much of the Retained Land as required for maintaining any buildings to be erected on the Property or for any other reasonable purpose (including scaffolding) in connection with the proposed development of the Property where such works cannot be carried out on the Property subject to making good all damage caused.</li> <li>• Right of support from the Retained Land.</li> <li>• Right at all reasonable times after reasonable notice to enter on so much of the unbuilt parts of the Retained Land as shall be required for the purposes of erecting and using plant equipment scaffolding or ladders on the Retained Land subject to making good all damage caused to the Retained Land provided that they do not obstruct the roadways or footpaths or means of access to the Retained Land.</li> </ul>
<b>Transferor Rights reserved</b>	<ul style="list-style-type: none"> <li>• Retain any service media under the Property and which serves the Retained Land with rights at reasonable times on giving notice to the owner of that part of the Property effected reasonable notice in writing (except in an emergency when no notice is required) to enter on to so much as shall be reasonably necessary of the Property for maintaining any service media subject to making good all damage caused to the Property by the exercise of such right</li> <li>• To enter the Property to complete repairs to the Retained Land and to buildings thereon (including erection of scaffolding subject to making good damage caused.</li> <li>• Of support for the Retained Land.</li> <li>• On Reasonable notice to enter so much of the unbuilt parts of the Property as required for erecting scaffolding or ladders subject to making good damage caused to the Property provided that they do not materially obstruct the roadways or footpaths or means of access to the Property.</li> </ul>
<b>Transferee Restrictive Covenants</b>	<p>Not to erect on the Property without the prior written consent of the Transferor or their successors in title to the Retained Land any property exceeding three floors above the ground floor (i.e. a total of x4 storeys above ground level plus all usual roof voids)</p> <p>Not to install or construct any windows in the western elevation of any building to be constructed on the Property without the consent of the Transferor or their successor in the Retained Land.</p>
<b>Transferor Positive Covenants</b>	<ul style="list-style-type: none"> <li>• To keep the roads and footpaths on the Retained Land free from obstruction and in good repair.</li> <li>• To keep the Service Media in the Retained Land which serve the Property free from obstruction and in good repair.</li> </ul>
<b>Agreements/Declarations</b>	<ul style="list-style-type: none"> <li>• Liability to jointly maintain that part of any wall or structure comprised in the Property supporting any part of the Retained Land.</li> <li>• Any walls, pipes chimney stacks gutters roofs and service media and other things used in common by the Property and other parts of the Retained Land for the benefit of both of them shall be party walls and structures and shall be maintainable and repairable at the joint expense of the Transferee and the owner for the time being of any adjoining part of the Retained Land.</li> </ul>

## 2. Occupational Interests

Please see attached Schedule.

3. Searches

Date	Search	Material Matters Revealed
20/08/19	Local	<p><b>Adopted Roads</b>            Bartholomew Street</p> <p>NB: The Borrower's conveyancer has confirmed that access to the Property is as per the below:            Via the adopted road known as Market Street and then pursuant to the rights of way in the 2001 Deed over the roadway shaded brown extracted below:</p>  <p>NB: The adopted highway shown edged red on the Highways Plan above appears to abut where the rights of way commence i.e. over the roadway shaded brown to provide access to the Property.</p> <p><b>Planning Permissions:</b></p> <p>Plan No: 17/00517            Application For: Outline application for the development of residential apartments. Matters to be considered: Access, Appearance, Layout, Scale            Approved (Subject to Conditions)</p> <p>Plan No: 18/01620            Application For: Development of x8 apartments.            Approved (Subject to Conditions)            Dated: 05/12/18</p> <p><b>Copy held</b></p> <p>Plan No: 18/033387            Application for: Approval of details by conditions 4-Dust 8- Archaeology and 11 –</p>



		<p><u>Ground Stability:</u> Identified</p> <p><u>Energy:</u> Identified Existing or proposed wind installations have been identified within 5km</p> <p><u>Planning Constraints:</u> Identified The property lies within 250m of an environmentally protected site or area. Next steps for consideration: seek further guidance from the local planning department on any likely restrictions if considering any property development.</p> <p><u>Transportation:</u> Identified Our search indicates the property is within 250 metres of railways or railway stations, subway or DLR lines, active railways, historical railways or tunnels. The Underground assessment includes London Underground, DLR, Tyne and Wear Metro, Merseyrail and Glasgow Subway</p> <p><b><u>NB: The Borrower's conveyancer has confirmed that no specific enquiries have been made in respect of the development.</u></b></p>
May 2018	Geo Environmental and Geotechnical Interpretive Report	A copy has been sent to the valuer who has confirmed that the contents do not have an adverse impact on the valuation.
12/08/19	Highways	<p>The adopted highway is shown edged red on the plan extracted below.</p> 
06/09/19	SIMR	BK490950 Freehold
31/07/19	Chancel	No Risk
11/07/19	Company	<p><b>Name:</b> RESSANCE LAND NO 3 LIMITED  <b>Active:</b> Yes  <b>Directors:</b></p> <ul style="list-style-type: none"> <li>• Duncan Timothy Crook</li> <li>• Nigel Lawrence Jones</li> </ul> <p><b>Secretary:</b></p> <ul style="list-style-type: none"> <li>• Nigel Lawrence Jones</li> </ul> <p><b>Shareholders:</b> Nigel Lawrence Jones and Duncan Crook  <b>PSC:</b> Ressance Limited  <b>Purpose:</b> Buying and selling of own real estate  <b>Charges:</b>x2</p> <p>1. Bridgeco Limited 7 August 2018 107 Bartholomew Street. <b>NB: This charge is to be removed from Companies House after completion.</b></p>

		<p>2. Bridgeco Limited - 14 March 2018. The property known as  (a) 31-34 Bartholomew Street. BK103471  (b) 108 Bartholomew Street, Newbury, Berkshire, RG14 5DY BK368128.</p> <p>Contains fixed charge. Contains floating charge covers all the property or undertaking of the company.  <u><b>We will not complete unless we hold a letter of non crystallisation, consent and release from Bridgeco Limited.</b></u></p>
		<p><b>Name:</b> RESSANCE LIMITED  <b>Active:</b> Yes  <b>Directors:</b></p> <ul style="list-style-type: none"> <li>• Duncan Timothy Crook</li> <li>• Nigel Lawrence Jones</li> </ul> <p><b>Secretary:</b> Nigel Lawrence Jones  <b>Shareholders:</b> Nigel Lawrence Jones and Duncan Crook  <b>PSC:</b> Duncan Timothy Crook  <b>Purpose:</b> Buying and selling of own real estate  <b>Charges:</b>x2</p> <ul style="list-style-type: none"> <li>• 05/02/18 Lloyds Bank PLC</li> <li>• Debenture:29/09/2010  Duncan Timothy Crook  Nigel Lawrence Jones</li> </ul>
<b>Expires</b> 26/09/19	<b>Bankruptcy</b>	<p>Nigel Jones entries:</p> <p><i>NB: The Borrower confirms that none of the entries on Certificate No. 04670224D dated 9 August 2019 relate to the Guarantor Nigel Jones.</i></p> <p>NIGEL LAWRENCE JONES - Clear  DUNCAN CROOK – Clear  DUNCAN TIMOTHY CROOK - Clear</p>
<b>Expires</b> 19/09/19	<b>Priority</b>	In favour of Proplend Security Limited – BK490950 - Clear
<b>20/08/19</b>	<b>Lender Exchange Exchange Check</b>	Clear - Herrington & Carmichael
<b>11/07/19</b>	<b>SRA Check</b>	Clear- Herrington & Carmichael
<b>08/08/19</b>	<b>Official Copies</b>	In date

## OTHER

### 1. Buildings Insurance

<b>Insurer</b>	Zurich
<b>Property</b>	108 Bartholomew Street, Newbury, Berkshire
<b>Sum Insured</b>	<p>Public Liability  Limit of Liability £5,000,000 any one event or series of events arising out of one occurrence</p> <p>Products Liability  Limit of Liability £5,000,000 any one event or series of events arising out of one occurrence</p>

	Pollution & Contamination Limit of Liability £1,000,000 in the aggregate in any one period of insurance Contract Works Limit of Liability £4,000,000 for all claims arising from any one <i>contract or speculative development</i>  Employers' Liability Limit of Liability Up to £10,000,000 for any one claim or series of claims against you arising out of any one cause
<b>Reinstatement Figure Valuation</b>	None Stated.
<b>Insured</b>	Ressance Limited and Subsidiary Companies Ressance Land No 3 Limited
<b>Policy Number</b>	MDA004033
<b>Expiry</b>	01/12/2019
<b>Terrorism</b>	Not covered
<b>Index Linked</b>	Not covered
<b>36 months loss of rent</b>	Not covered
<b>Notes interest of the Security Trustee</b>	Proplend Security Ltd, 15 Little Green, Richmond, Surrey TW9 1QH <b><u>We have requested that the address is amended to 20-22 Wenlock Road, London, England, N1 7GU.</u></b>
<b>Copy Schedule</b>	Copy schedule only.

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

Not applicable as the Property comprises vacant land.

**3. Identification Documents**

Name	List A ID	List B ID	Date/Expiry
Nigel Lawrence Jones	Passport	/	2020
Mr N Jones 4 Heather Close	/	Utility Warehouse	09/06/19
Duncan Timothy Crook	Passport	/	2028
Duncan Timothy Crook	/	Bankinter Statement	01/06/19

**4. Valuation – Material Matters**

<b>Date</b>	02/08/19
<b>Market Value</b>	£490,000
<b>Reinstatement</b>	None Stated
<b>Property</b>	108 Bartholomew Street, Newbury, RG14 5DT
<b>Use</b>	Proposed development of x8 single self-contained apartments
<b>Tenure</b>	Freehold
<b>Vacant</b>	Yes
<b>Planning</b>	<ul style="list-style-type: none"> <li>18/01620/FULD – application validated December 2018 for the development of eight single self-contained apartments. Permission was granted subject to conditions. A subsequent application (19/01694/FULD) has been submitted reference; Section 73: Removal of Condition 6 (Louvres) and Variation of Condition 9 (Plans) of previously approved 18/01620/FULD</li> </ul>

	<ul style="list-style-type: none"> <li>• The proposed development is situated upon land previously occupied by a dilapidated office building with ancillary outbuildings. These units have since been demolished to enable development.</li> <li>• The consented development comprises a new three storey residential property, arranged as eight, one-bed self-contained apartments.</li> </ul>
<b>Access</b>	Located on Bartholomew Street. <i>NB: enact comment, the Borrower's conveyancer has confirmed that access is off Market Street.</i>
<b>106 Agreement</b>	<p>Your legal advisers will verify the Section 106 Agreement assumptions within our report are correct and there are no additional requirements or payments to those included in our valuation.</p> <p><i>NB: A copy of the 106 Agreement has been sent to the valuer who has confirmed that the contents do not have an adverse impact on the valuation.</i></p>

## Section 106 Planning Obligation - Material Terms

The Borrower has confirmed that they are not aware of any breach of the terms of the 106 Agreement.

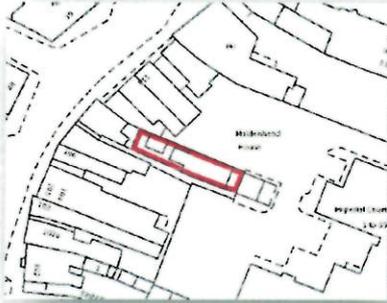
<b>Date</b>	25/07/17
<b>Parties</b>	Christopher Neville Barrington Marriage and Paul Robert Walter and Richard Wiliam Selwyn Drake (" <b>Owners</b> ")(1)  Ressance Limited (2) (" <b>Developer</b> ")  West Berkshire District Council (3) (" <b>Council</b> ")
<b>Ref</b>	17/00517/OUTD
<b>Site</b>	Freehold part of BK368128 shown edged red on the pan known as 108 Bartholomew Street, Newbury  
<b>Option</b>	Developer has an option to acquire the Site
<b>Affordable Dwelling ("AD")</b>	Residential Unit – Shared Ownership Lease
<b>Application</b>	For planning Permission Ref: 24/02/17
<b>108 Bartholomew Street Car Club</b>	Club to help residents of the Development to hire cars and use them for booking.
<b>Development</b>	Development of x7 flats pursuant to the planning permission
<b>Occupation</b>	First occupation by a residential unit or when the Owners first transfer or lease that Residential Unit (whichever is the earlier) but excluding occupation for fitting out or marketing and "Occupy" and "Occupied" shall be construed accordingly.
<b>Open Market Dwellings ("OMD")</b>	Any Residential Units which are not Affordable Dwellings.
<b>Planning Permission</b>	For the development subject to conditions
<b>Residential Unit</b>	Any single dwelling unit constructed on the Site pursuant to the Planning Permission to be used for residential purposes.
<b>Indexation</b>	In addition to any sum stated as being payable in the Deed a further sum shall be paid which shall be calculated by multiplying the relevant sum by the percentage by which the index has increased from the date of the Deed to the date that payment of the relevant sum is made.
<b>Notification of Development</b>	To serve written notice of Intended Commencement of Development on the Developer Contributions Officer not less than (14) days before the intended Commencement of Development.  Not to Commence Development unless at least 14 days has expired form the date upon which a written notice referred to in the paragraph 1 has been served upon the Development Contributions Officer.

<b>Car Club</b>	Not to occupy the Development without first paying to the Council the sum of £6,650 towards the operation of 108 Bartholomew Street Car Club for the residents of the Development.
<b>Owners Covenants</b>	<p>(a) Not to occupy the Development unless 14 days notice in writing has been given to planning pof the date the Development is to be occupied.</p> <p>(b) The Development shall include x1 AD.</p> <p>(c) Agree the location of the AD with the Council.</p> <p>(d) Not to cause the Occupation of greater than 5 OMD until the freehold or leasehold iterest in the AD has been transferred to a Registered Provider ("<b>RP</b>"). Not to cause more than x4 of the OMD comprising the Development unless the AD has been constructed and completed and is capable of being occupied.</p> <p>(e) method of construction of the AD to comply with HCA deisgn and quality standards.</p> <p>(f) Not to sell lease licence let or dispose of the AD or any part in any manner (except by way of legal charge or mortgage) without the written consent of the Council provided that:</p> <ul style="list-style-type: none"> <li>- No consent is required for the first disposal of the AD to a RP</li> <li>- No consent is required for the disposal of the AD if such disposal is by way of lease by shared equity save that assignment surrender or other dispoal of the Lease shall not consitute a disposal for the purposes of this paragraph.</li> </ul> <p>(g) On first disposal of the AD not to sell lease or otherwise of a share of the same for a consideratioon in excess of 50% of the OMV at the date of such first sale lease or other disposal.</p> <p>(h) in the event that a mortgagee of a RP of a shared ownership lessee of an AD is bound by the terms of this agreement as mortgagee in exercise of its power of sale of the AD it shall not be sold or otherwise disposed of by the Mortgagee (or by any receiver appointed by such mortgagee) unless the following procedure has been followed in respect of the AD:</p> <p>A The mortgagee shall on each sale have first offered in writing to transfer the AD at the price defined for the purposes of social housing to the Council of to a RP noninated by the Council or to a person nominated by the Council.</p> <p>B The Council has refused the offer or has failed to accept such offer or is unable to nominate a RP or is unable to nominate a person for such dwellings within a period lof 6 weeks fro the date of receipt by the Council of the offer in writing by the mortgagee OR has accepted such offer or made such nomination within a period of 6 weeks from the date of such offer or nomination (whichever is later) the mortgagee shall then be at liberty to dispose of the AD or any of them free from the restriction contained in this schedule.</p> <p>C The price referred to in A shall be a sum equal to the OMV (on the date of the offer) of the AD on asumption (if not the case) that on the date of the offer the ADF is subject to a shared ownership lease or held on a shared equity basis provided that for the purposes of this paragraph all references to a disposal by a mortgagee shall mean a tansfer.</p> <p>(k) In the event that an AD is sold pursuant to the right to buy or right to acquire provisions of the Housing Act 1985 or 1996 sale or all subsequent dealings shall be free from the restrictions relating to the AD contained in this Schedule.</p> <p>(l) If a leaseholder of an AD has completed the purchase of the freehold reversion pursuant to its right to staircase under the lease the restrictions relating to AD contained in the schedule.</p> <p>(m) Not to appoint a RP to deliver the AD without the prior written approval of the Council (not to be unreasonably withheld) unless the RP is one of the following:</p> <ul style="list-style-type: none"> <li>- A2 Dominion Housing Group</li> <li>- Aster Group</li> <li>- Radian Group</li> </ul>

	<p>(n) Any person who applies for consent to sell the AD under this agreement shall if so requested by the Council provide such reasonable information as the Council shall demand in connection with such application.</p> <p><b><u>Please note that you will be bound by the terms of this agreement as mortgagee in possession.</u></b></p>
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**TITLE PLAN**

**VALUATION PLAN**



*NB: The title plan has been referred to the valuer and the valuer has confirmed that the Title plan reflects the correct extent valued.*

<b>Signed by:</b>	<i>S L 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>	9th September 2019