

REPORT ON TITLE



NB: The image extracted is for illustrative purposes only.

PURCHASE- SEPARATE REPRESENTATION

To	Proplend Security Limited ("the Security Trustee ")
From	enact Conveyancing Limited
Borrower	<ul style="list-style-type: none"> • Ambihai Seevaratnam • Nimalan Seevaratnam • Arunasalam Gananathan • Jeyakanthan Saravanamuthu • Sanmuga Rajah Tanaraja The trustees of the charity known as the Sivayogam Trust
Company Number	NB: The Borrower is a "non exempt" unincorporated Charity registered at the Charity Commission with Charity Number 1050398
Property	Mulberry House, 128 Aurelia Road, Croydon CR0 3BF
Is the Borrower the same as the Owner?	No, the Seller is Rohail Ibrahim
FULL NAME OF OWNER IF DIFFERENT (Where Property is being transferred state intended owner): Not applicable	N/A
Advance Amount	£1,400,000 – Amount to be released to enact on completion: £1,210,995

1. TITLE

a. We certify that the Property is:

Tenure:	Freehold
Title number:	SGL535444
Class of title:	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**. **There is a discrepancy between the Title Plan and the plan attached to the Valuation. Please see our comments at the end of this Report.**
- 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 save as disclosed in their report.
- h. The Borrower **will 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.

NB: We cannot confirm the above statement as up to date searches have not been supplied, you have confirmed that a No Search Indemnity Policy may be placed on risk on completion by the Borrower's conveyancer. The policy has the following material details:

Risk	The Property may be subject to an Adverse Entry that would otherwise be revealed by Searches had they been carried out and up-to-date on the Policy Commencement Date.  What is insured? <ul style="list-style-type: none"> ✓ The cost of remedying or removing an adverse entry ✓ Any shortfall in the outstanding debt under the mortgage or charge as a direct consequence of a successful claim reducing the market value of the property ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.
Property	Mulberry House 128 Aurelia Road Croydon CR0 3BF
Insurer	Countrywide Legal Indemnities
Insured	Any bank, building society or other similar lending institution holding a mortgage or charge on the Property, at the Policy Commencement Date.
Sum Insured	£1,800,000
Quote Ref	C97037/00931
Not insured	 What is not insured? Claims arising from or relating to: <ul style="list-style-type: none"> ✗ any adverse entry known to you or your advisors on the policy commencement date, including those contained in any existing searches available ✗ any adverse entry dated after the policy commencement date ✗ the absence of any planning, listed buildings and/or conservation area consent required for the use, construction and any past alterations at the property ✗ any phase of the HS1 and HS2 rail links, Crossrail 1 and/or Crossrail 2 projects ✗ loss or damage due to ground movement, including subsidence.

- c. Clear Bankruptcy Search(es) giving priority beyond the date of completion against the trustees 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 21/12/18 as readdressed on 13/08/19 to the Security Trustee prepared by Fairweathers ("**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 a **hindu Temple with ancillary buildings** accords with the planning permissions revealed by such searches.
- 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: £2,000,000
 - ii. Property: £ As above
 - 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.

- | | |
|------------------------------|--|
| a. Legal Mortgage | To be dated on completion |
| b. Debenture | To be dated on completion |
| c. Guarantee | N/A |
| d. Resolution | Copy held – <i>NB: The Borrower's conveyancer has confirmed that the original has been sent by Special Delivery.</i> |
| e. Proper Advice Certificate | Original held |

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 purchase 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 purchase.

We hold an irrevocable undertaking from the Borrower's conveyancers confirming that following completion they will send a completed AP1 in respect of the purchase 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. *NB: The Borrower's conveyancer has confirmed that the original has been sent by Special Delivery.*

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

Our banking details are:

Account Name	enact Conveyancing Limited
Account Number	57131910
Bank	National Westminster Bank plc
Branch	Leeds City Centre
Sorting Code No	60 60 05
Completion date	20/08/19

SCHEDULE

RESTRICTIVE COVENANTS/ ADVERSE INTERESTS/RIGHTS

The Borrower's conveyancer has confirmed that the Borrower has been in occupation for the past 2 years and 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

There are no charges noted on the title.

(b) Price Paid

- The price stated to have been paid on 09/12/13 for the Property was £500,000
- Valuation: £1,800,000 (D1 Use)
- Purchase Price: £2,000,000

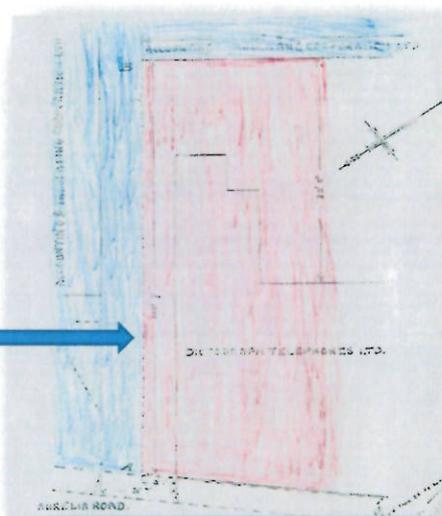
(c) 1936 Agreement

An Agreement dated 06/01/1936 between (1) Ditograph Telephones Ltd ("**Company**") and (2) Accounting & Tabulating Corporation of Great Britain Ltd ("**Corporation**") relates to a joint roadway and gate parts of which roadway falls in the north-easterly part of the Property.

The Company owns the Pink Land (comprising of the Property) and the Corporation owns the neighbouring Blue Land.

Agreement Plan

Title Plan



The joint roadway between the points A and B and the gate at point A shall be maintained at the joint expense of the Company and the Corporation.

It shall be lawful for both the respective parties to use the whole of the roadway with a width of 21ft for all purposes connected with the use and occupation of their respective premises and for carrying on their respective businesses.

The Agreement may be determined by either party on 3 months' notice in writing at which point a dividing fence shall be erected between the properties at one half of the expense payable by each party.

The Borrower has confirmed:

(a) that if notice were served to end this agreement that the Borrower would still be able to access the Property by foot and vehicles within the boundaries of the Property only. The valuer should be asked to comment on this i.e. whether the Borrower's confirmation is correct and that the determination of the agreement would not have an adverse impact on the value of the Property.

(b) Neither party have served a notice to terminate to date.

(d) **1910 Conveyance**

A Conveyance of the Property and other land dated 7 June 1910 between (1) George Holborn Turner (2) The West Croydon Estate Company Limited (**Company**) (3) Ernest William Pashley Peall (**Receiver**) and (4) Charles Ernest Welstead and Thomas Hoare (**Purchasers**) contains the covenants summarised below:

For the purpose of making the covenants of the Purchasers run with and bind the land the Purchasers their successors on granting Leases or selling the freehold will upon every Conveyance Lease or Assurance of the said land or any part give to every Owner Grantee Lessee and Occupier **express notice in writing of such covenants and cause and procure every such Owner Grantee and Lessee Tenant and Occupier to enter into similar covenants.**

NB: An indemnity covenant has been inserted into the Transfer to the Borrower.

Fences

The Purchaser to within 12 calendar months next after being called upon to do so in writing by the Company erect and maintain a good and sufficient boundary fence not more than six feet and not less than five feet high next the roads and on the sides and back thereof marked T within the boundaries on the said plan except such fences may be rendered unnecessary by reason of any buildings being erected up to the extremity of the boundaries of the said land and if the Purchasers fail to erect such fences within the time aforesaid it shall be lawful for the Company then to enter upon the said land and erect the fences and recover the cost thereof from the Purchasers.

Trades &c. Prohibited

No hut shed caravan house on wheels or other chattel intended for use as a dwelling or sleeping apartment nor any booth show swing or roundabout shall be erected or placed or used to be allowed to remain upon the said land and the Company may remove and dispose of any such erection or other thing and for that purpose may break fences and forcibly enter into the said land and remove such erection and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto. No part of the said land nor any erection or building for the time being thereon shall be used for the sale of beer wines and spirits or any or either of such articles either by wholesale or retail or with an on or off license or for the purposes of a Club where intoxicating liquors are sold or consumed nor for any offensive or obnoxious trade or business.

Value of buildings

The land is sold to the Purchasers for the erection thereon of a Factory and if required a Managers or Foremans cottage but if at any time any messuages or shops are erected thereon in addition to or in lieu of the Factory and/or Managers or Foremans Cottage each such messuage or shop shall not occupy less quantity of ground or be of less cost and value than any one of the houses erected by the Company in Cecil Road.

Maintenance of Roads

The Purchasers shall at their own cost maintain and keep in good repair the roads and footpaths abutting on the said land until the same shall be taken to by the Local Authorities and shall also pay to the Local Authority on demand in writing from time to time such a proportion as the Surveyors of the Local Authority shall deem just and assess of the expense of making and repairing the footpath and one moiety of the road or roads on which the said land abuts and of providing the said roads with kerb and gutterstone and of paving any footpath alongside of the said road or roads and lighting the same and shall also pay a fair proportion of the expense of making and repairing the sewers and drains available for the time being for the drainage of any premises abutting on any road or roads so long as the roads upon which the said land abuts remain private the Purchasers are not to obstruct them nor disturb the soil or surface thereof except so far as may be necessary for the purpose of laying gas water drain or electric mains from the said land to the mains in any of which cases the roads respectively shall as soon as possible be made good by and at the expense of the Purchasers to the satisfaction of the Company its successors or assigns.

Building Lines

The Buildings or some part thereof shall be built up to the lines marked as Building Lines on the said plan.

Brickmaking

No portion of the said land shall be used for the burning of bricks. No gravel or sand soil clay or other substance shall be excavated on the said land except so much as shall reasonably be required for the erection of a house or houses or or a factory upon such land and no gravel or sand clay soil or other substance shall be carted away except as aforesaid.

Hoarding

No hoarding around the said land shall be used for bill sticking or advertising purposes except as may be requisite for the Purchasers own business.

Stipulations

None of the above stipulations and restrictions shall be construed to enure for a longer period than during the live or life of their Majesty's the King and Queen and their issue now living and the Surveyors and survivor of them and twenty-one years after the death of such survivor and such further period as shall be lawful.

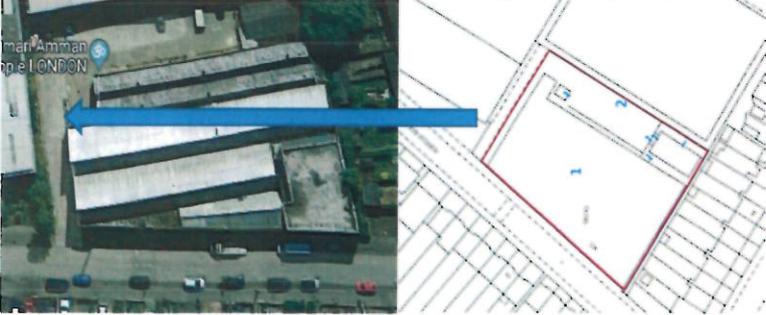
The Company reserves the right at any time or times to vary or withdraw all or any of the above stipulations relating to the unsold portion of their Estate and to alter the position of any proposed roads and the scheme for the development of the Estate in such manner as it may think desirable but so that no road or footpath other than the portion of Aurelia Road and Brading Road shown on the said plan shall be made to abut on the land hereby conveyed."

NB: The north-eastern and south-western boundaries of the land in this title are marked "T" The Building Line is shown on the plan referred to in paragraph 5 as lying along the extreme north-western boundary of the land in this title.

2. Occupational Interests

None. The Borrower's conveyancer has confirmed: *The Property will be occupied solely by Sivayogam and that there are no other leases, licences or tenancies in place.*

3. Searches

Date	Search	Material Matters Revealed
07/02/17	Local	<p><u>Adopted Roads</u> Aurelia Road is a highway maintainable at public expense.</p>  <p>Only part of the access (split down the centre) shown with a blue arrow to the Property is owned by the Seller. Rights of way are granted in the 1936 Agreement as stated in this Report, however, these are terminable.</p> <p>The other half of the access is owned by CBRE UK PROPERTY PAIF NOMINEE HOLDING LIMITED as per the plan extracted below:</p>  <p><u>Planning Permissions</u></p> <p>The relevant permissions for the existing use appear to have been granted after the date of the search. The valuer notes that the following consents are in place:</p> <p>(a) Dated 28/02/18 17/04624/ FUL Mulberry House, 128 Aurelia Road, Croyden for alterations for use as a place of worship ancillary space and ancillary staff accommodation falling within use class D1 - Copy held and annexed.</p>

		<p>Dated 18/07/18 Ref: 18/02666/DISC Conditions discharge approved. Proposal: Alterations use as a Hindu Temple and ancillary staff accommodation discharge of conditions 9,12,13,and 14 of Permission 17/04624/ FUL dated May 2018 Mulberry House, 128 Aurelia Road, Croyden. Copy held</p> <p><u>NB: The Borrower has confirmed: Some of the conditions have been complied with however the clients have not started all the works due to the fact that they are not yet the owners.</u></p> <p>(b) Dated 25/07/18 Ref: 18/02360/FUL for the erection of first floor extensions over part of the building, replacement roof structure with flat roof incorporating lantern roof light, alterations to existing fenestrations and detailing. Valuer assumes that this relates to the proposed works to be completed which the Borrower has confirmed is correct. <i>Copy held</i></p> <p>(c) Dated 13.09.17 consent was granted for alterations, use as a place of worship ancillary space and ancillary staff accommodation (Class D1) The Borrower's conveyancer has confirmed: <i>"I have checked on the councils website and this relates to the planning permission granted and dated 28th September 2018. The application was made on 13.09.17, a copy of which is attached herewith."</i></p> <p><u>Planning Policy</u></p> <ul style="list-style-type: none"> • Archaeological Priority Zone • Area of High Density • Employment Area <p><u>Community Infrastructure Levy</u> There is a CIL charge schedule.</p>
08/02/17	Water	<p>Mains water connected: Yes Surface water connected: Yes Foul water connected: Yes</p>
06/02/17	Sitecheck Assess	<p><u>This has revealed Further Action</u></p> <p>The report has highlighted:</p> <ul style="list-style-type: none"> • The presence of glass & glass products exc. flat glass [manufacture], historical tanks. • Energy Facilities, Licensed Waste Management Facilities (Locations) and Machinery: engines, building and general industrial [manufacture] on or within 25m of the site boundary. <p>Potential Sources: A review of historical mapping has revealed the following historical or current potentially contaminative uses on site:</p> <ul style="list-style-type: none"> • A leadglass and casement factory (1913), a telephone works (1935), a tank (1972) and an unspecified works (1991). • Environment Agency - South East Region, Kent & South London Area data identifies a Metal recycling sites (vehicle dismantlers) site on or within 25 metres of the site. The site located at 111 Aurelia Road, Croydon, Surrey, CR0 3BF is operated by Croydon Car Spares Ltd under licence number 83161. <p>Potential Pathways:</p> <ul style="list-style-type: none"> • Direct human contact with soil (and water). • Contamination transport to shallow groundwater. • Contamination transport to deep groundwater. <p>Next Steps</p>

		<p>To revise the risk assessment, additional information will need to be reviewed to include:</p> <ul style="list-style-type: none"> • Confirmation or commentary from the Local Authority Environmental Health Department that they are not considering taking any action against the Site under Part 2A of the Environmental Protection Act 1990. • Confirmation or commentary from the Local Authority Planning Department, that any recent redevelopment of the site included ground investigations and/or remediation works undertaken to their satisfaction resulting in discharge of any associated conditions. <p><i>A copy of the search has been referred to the valuer and the valuer has confirmed:</i></p> <ul style="list-style-type: none"> • Standard desktop contamination report. Everyone warns in our experience of possible contamination. • As Valuers we accept no liability for environmental matters-it is not covered by our PI. • The site has been used for industrial purposes for many years a degree of surface contamination is inevitable. • Please see the reports which we have just readdressed and sent to your Client. <p><u><i>NB: We have been supplied with a copy of an indemnity policy with the following material terms which the Borrower's conveyancer will place on risk on completion:</i></u></p> <table border="1" data-bbox="651 949 1497 1792"> <tr> <td>Insured</td> <td>The current and future owner(s) of the Property, their lessees and any bank, building society or other similar lending institution holding a mortgage or charge on the Property.</td> </tr> <tr> <td>Insurer</td> <td>Countrywide Legal Indemnities</td> </tr> <tr> <td>Property</td> <td>Mulberry House 128 Aurelia Road Croydon CR0 3BF</td> </tr> <tr> <td>Quote Ref</td> <td>C97037/00932</td> </tr> <tr> <td>Policy Limit</td> <td>£1,800,000</td> </tr> <tr> <td>Risk</td> <td>  What is insured? <ul style="list-style-type: none"> ✓ The cost of complying with enforcement action, including remediation costs ✓ Liability for any remediation costs incurred by the enforcing authority ✓ Legal defence costs incurred ✓ Restoration costs incurred ✓ Any residual reduction in the market value of the property arising on a future sale, due to enforcement action and remediation work undertaken ✓ Any other costs and expenses incurred with the Insurer's prior written agreement. </td> </tr> <tr> <td>Assumptions</td> <td> <ol style="list-style-type: none"> 1. You are not aware of anything else relating to the property that could result in contamination. 2. No remediation measures have been undertaken on the site occupied by the property. 3. No remediation notices have been served and there has been no communication with the relevant enforcing authority about contamination affecting the property or surrounding area. 4. No conditions relating to contamination, included in any planning consents for the property within the last 4 years, are known to remain undischarged. </td> </tr> <tr> <td>What is not insured</td> <td>  What is not insured? Claims arising from or relating to: <ul style="list-style-type: none"> ✗ Contamination caused by you, or anyone acting on your behalf ✗ Use of the property other than as stated on the policy schedule ✗ Communication with an enforcing authority, prior to the commencement of the policy, unless previously approved in writing by the Insurer ✗ Contamination from nuclear fuels or waste, radioactive toxic explosive, lead based paint, asbe or naturally occurring matters, including radon gas ✗ Japanese Knotweed ✗ Injury to any employee of your firm ✗ Vandalism or dumping by any third party after the policy commencement date </td> </tr> </table>	Insured	The current and future owner(s) of the Property, their lessees and any bank, building society or other similar lending institution holding a mortgage or charge on the Property.	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06/02/17	Groundsure Screening	<p>This confirms that the Property is "In need of further assessment":</p> <p>Recommendations</p> <p>Groundsure considers that the following additional actions may further clarify the identified environmental risks:</p> <ul style="list-style-type: none"> • Undertake vendor enquiries in respect of existing environmental reports relating to the property. 																

		<ul style="list-style-type: none"> • Undertake a Phase 1 Environmental Risk Assessment. Groundsure would be pleased to provide you with a quotation to undertake this further more detailed assessment of the property. <p>The following land uses of significant concern have been identified at the study site:</p> <ul style="list-style-type: none"> • An unspecified factory c.1911-1919. • An unspecified works since c.1958, identified as a dictograph telephone works between c.1972-1979, with an associated tank since c.1972. • Identified a potential contaminant-pathway-receptor relationship that may give rise to significant environmental liability. • Identified a moderate potential for Natural Ground Instability. A prudent purchaser may wish to seek further advice on this matter from a suitably qualified surveyor or engineer. <p><u>NB: The Borrower's conveyancer has confirmed that a Survey has not been obtained for the Property and they do not hold replies to standard enquiries i.e. CPSEs.</u></p> <p>The valuer notes in his valuation:</p> <ul style="list-style-type: none"> • Assumes no contamination • Notes site may have housed a lead glass works and dictating machinery works • If contaminated land it may reduce values <p><u>NB: See our comments in respect of the indemnity policy above.</u></p>
17/08/19	SIMR	SGL535444 Freehold
07/02/17	Chancel	<p>The above address is located within the historical boundary of a tithe district within a parish which continues to have a potential chancel repair liability based upon historical parish boundary data and the relevant Inland Revenue Indices held by The National Archives.</p> <p><i>NB: As the Property is being acquired for value and there is no notice revealed, no further action is considered necessary.</i></p>
13/08/19	Charity Commission Search	<p>Name: SIVAYOGAM Number: 1050398 Trustees: 1. AMBIHAI SEEVARATNAM 2. ARUNASALAM GANANATHAN 3. NIMALAN SEEVARATNAM 4. SANMUGARAJAH TANARAJAH 5. JEYAKANTHAN SARAVANAMUTHU</p> <p><u>NB: The Borrower's conveyancer has confirmed that the spellings of the Trustee's name at 4 above will be corrected at the Charity Commission post completion.</u></p> <p>Activities:</p> <ol style="list-style-type: none"> 1. RUNNING HINDU SAIVA TEMPLES 2. PROVIDING TRAINING FOR CHILDREN IN INDIAN ARTS & MUSIC 3. TEACHING TAMIL & RELIGIOUS KNOWLEDGE TO CHILDREN 4. PROVIDING HUMANATARIAN AID TO NORTH & EAST OF SRI LANKA <p>Governing Document: DECLARATION OF TRUST MADE 23RD JUNE 1995 AS AMENDED BY SUPPLEMENTAL DEEDS EXECUTED</p> <ul style="list-style-type: none"> • 25TH OCTOBER 1995, • 1ST JULY 2004 AND • 22 NOVEMBER 2006 <p><i>NB: We hold copies of the above documents.</i></p>

Expires: 05/09/19 09/09/19 No2	Bankruptcy	1. Ambihai Seevaratnam 2. Sanmuga Rajah Tanaraja 3. Nimalan Seevaratnam 4. Arunasalam Gananathan 5. Jeyakanthan Saravanamuthu Clear
Expires: 20/08/19	Priority Lender Exchange Check	Title Number: SGL535444 - In favour of Proplend Security Limited - Clear Clear – The Sethi Partnership Solicitors
	SRA Check	Clear – The Sethi Partnership Solicitors
11/08/19	Official Copies	In date
/	Source of Funds	We have provided copy statements to the Security Trustee who has confirmed that these are acceptable. <i>We await a final statement providing evidence of Source of Funds for £50,000, however we will not complete without sight of this.</i>

OTHER

4. Buildings Insurance

Insured	Trustees on behalf of Sivayogam
Insurer	Congregational – Integra Insurance Solutions Limited
Property	128 Aurelia Road, Croyden CR0 3BF
Sum Insured	£212,000 – The Security Trustee has confirmed that the insurance has been checked and is satisfactory as 6% uplift is applied.
Reinstatement Figure – Valuation	£1,900,000
Policy No	RC01300001/03
Expiry	31/03/20
Use	Congregational Policy
Terrorism	Yes
36 Months Rent	Not insured
PSL Interest noted	Yes
Index-Linked	Yes
Copy Policy sent to PSL	Already held

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

Date	Report	Contents
12/12/16	EPC	The Property is exempt from requiring an EPC as it is used as a place of worship. The valuer has however, provided a copy of an EPC Certificate with a rating of E117. The valuer has assumed that a new EPC for the Property will give a rating in Bands A to E.
06/03/19	Fire Risk Assessment	We have been supplied with a copy of an assessment and a copy has been supplied to the Security Trustee. <i>NB: The address is incorrect spelt it states "Algere" instead of "Aurelia", however the photos represent the Property.</i> <u>We hold an undertaking from the Borrower confirming that they will comply with the recommendations within 2 months</u>

		<u>of completion and forward sufficient evidence of compliance to the Security Trustee.</u>
/	Asbestos Report	<i>The valuer notes that an Asbestos Assessment has been obtained and that an appropriate Asbestos Management Plan is in place. We recommend that your customer's conveyancer verify and if one has not been obtained it is a legal liability that one should be in place for each property owned.</i> <u>NB: The Borrower's conveyancer has confirmed that an Asbestos Report is not in place, we hold an undertaking from the Borrower confirming that they will arrange an Asbestos Report within 1 month from completion with any recommendations to be complied with within 2 months of completion.</u>
/	Access Audit	<u>NB: The Borrower's conveyancer has confirmed that an Access Audit is not in place, we hold an undertaking from the Borrower confirming that they will arrange an Access Audit within 1 month from completion with any recommendations to be complied with within 2 months of completion.</u>

6. Identification Documents

Sanmuga Rajah Tanaraja

- Malaysia Passport – Sanmuga Rajah P Tanaraja expires on 09/11/2021
- AML Check - Sanmuga Rajah Tanaraja

NB: Having checked the signed ID we hold this does not exactly match up with the signature on the security documents, however, the Borrower's conveyancer has confirmed:

"The client has advised that he has since amended his signature and has no further ID. I can confirm the signatures were signed in my presence and I can confirm the identity of Sanmuga Rajah Tanarajah."

Jeyakanthan Saravanamuthu

- Passport – Jeyakanthan Saravanamuthu – Expires 2023
- DL - Jeyakanthan Saravanamuthu – Expires 2026 69 Lucas Avenue
- HM Customs & Excise - Mr J Saravanamuthu – dated 04.07.2019 69 Lucas Avenue

Ambihai Seevaratnam

- Ambihai Seevaratnam – Passport - Expires 2025
- A Seevaratnam - Council Tax Bill – 624 Kenton Road - 2019/2020

Nimalan Seevaratnam

- Nimalan Seevaratnam – DL- Expires 2022 – 624 Kenton Road
- Nimalan Seevaratnam – PP – Expires 2022

Arunasalam Gananathan

- Arunasalam Gananathan - Anti Money Laundering Check– 37 Clarence Avenue
- Arunasalam Gananathan – Passport Expires 2023

7. Valuation – Material Matters

Date	31/12/18
Market Value	£1,800,000 in existing state and current use
Reinstatement	£1,900,000
Property	128 Aurelia Road, Croyden CR0 3BF
Use	Main Building -D1 (Place of Worship) – Hindu Temple and associated storage/workshop

	<p>Rear ancillary building- Temporary residential accommodation.</p> <p><i>NB: The Borrower has confirmed that the Property is not used for residential purposes.</i></p> <p>128 Aurelia Road – Ground and first floor</p> <p>Rear parking for some 25 vehicles.</p>
Tenure	Freehold
Other	<ul style="list-style-type: none"> • Originally agricultural and was shown on a 1912 map as being a lead glass casement factory and there appears to be industrial activity on the site since then. • Existing buildings are 1950s industrial units. • Single storey with two storeys to an accommodation block. • Part converted to a Hindu temple and the rest is used as ancillary storage and residential purposes related to the Temple. • Gated entrance and rear yard providing for 25 car parking spaces. • Funds to be used to complete the conversion of the two workshop areas to become self-contained meeting halls/function rooms to be let out for weddings and similar events. Costs of conversion £350,000 to £450,000.

8 Charity Requirements and Constitutional Documents

(a) Constitutional Documents

We have been supplied with copies of the following documents:

(i) A Declaration of Trust Dated 23.06.95

Between: Nagendram Seevaratnam, Nagenthiram Karunanithy and Kamal Singam (the "**First Trustees**" who together with the future trustees are referred to as "**the Trustees**"). *NB: The First Trustees are noted as the current proprietors of the Property.*

- The charitable trust (the Charity) and its property ("the trust fund) shall be managed by the trustees under the name of Sivayogam.
- There shall be at least 3 and not more than 5 trustees.
- Any future trustees shall be appointed for a term of 5yrs by a **resolution** of the trustees passed at a **special meeting** (on not less than 21 days' notice) called under clause 11. Quorum with at least 1/3 of the trustees or two trustees whichever is greater.

(ii) A Supplemental Deed dated 25/10/95 between the same parties as the Declaration of Trust.

There are no changes that require disclosure in this Report.

(iii) A Supplemental Deed dated 01/07/04 between the same parties as the Declaration of Trust.

- This provides an amendment to the original Declaration confirming:
- There shall be atleast x3 and not more than 5 trustees to be appointed for a term of 3 yrs by a resolution of the trustees passed at a special meeting.

(iv) A Supplemental Deed dated 31/05/06 between the same parties as the Declaration of Trust.

There are no changes that require disclosure in this Report.

(v) **A Supplemental Deed dated 22/11/06 between Nagendram Seevaratnam, Nagenthiram Karunanithy and Rabindra Nath Aich.**

There are no changes that require disclosure in this Report.

NB: We have been provided with copy resolutions dealing with the appointment of the new trustees together with a Deed of Appoint and Retirement dated 15/08/19 which will be submitted to the Land Registry by the Borrower's conveyancer..

(b) **Charity Requirements**

- **Exempt/Non-Exempt:** The Borrower's conveyancer has confirmed that the Charity is a "Non-Exempt" Charity. This means that it is subject to the jurisdictions of the Charity Commission.
- **Powers:** The trustees of non-exempt charities are generally allowed to sell, mortgage or otherwise dispose of the charity's land without an order of the court or of the Charity Commission if they follow the correct procedures.
- **Statement in Disposition:** All dispositions of an estate in favour of a charity must contain a statement as to whether the charity is exempt or non-exempt and, if the latter, as to the restrictions on dispositions imposed by the Charities Act 2011.
For a mortgage by a non-exempt charity:
 - 'The land charged is held by (or in trust for) (charity), a non-exempt charity, and this charge (or mortgage) is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply'.
 - '(Description of charity trustees and capacity in which they certify) certify that they have power under its trusts to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the said Act.'

NB: There are included within the Legal Charge, Debenture and Transfer Deed the appropriate statements to comply with the requirements.

9. **Contract and Transfer**

We have been supplied with a copy of a Contract which has the following material terms:

Date	15/02/2017
Seller	Rohail Ibrahim
Purchaser	Ambihai Seevaratnam Shanmugarajah Tanarajah Nimalan Seevaratnam Jeyakanthan Saravanamuthu Trustees of the Sivayogam <i>NB: The Borrower's conveyancer has confirmed that the correct spelling of 2nd Trustee above is Sanmuga Raja Tanaraja which is reflected in the Transfer Deed.</i>
Title	SGL535444
Completion Date	2 yrs from 15/02/17 or earlier by agreement. If completion has not taken place within 2 yrs either party can rescind by formal notice in writing.
Purchase Price	£2,000,000
Deposit	£500,000 already released to the Seller £10,000 of which is non refundable.

Vacant Possession	Yes
Conditional	Upon: (a) The Buyer applying for and obtaining Planning Permission for Class D1 (b) The Buyer applying for and obtaining the necessary finance to fund the purchase
Licence	If completion has not taken place within 3 months then the Buyer will enter into a Licence Agreement paying a Licence Fee of £4,500 pcm until Completion.

We have been supplied with a copy of a Transfer Deed which has the following material terms:

Parties	(1) Rohail Ibrahim (2) Ambihai Seevaratnam, Jeyakanthan Saravanamuthu, Nimalan Seevaratnam, Sanmuga Rajah Tanaraja, Arunasalam Gananathan Trustees of Sivayogam <i>NB: There is no limit to the number of trustees who may hold an estate vested in them under a charitable trust</i>
Property	Mulberry House, 128 128 Aurelia Road, Croyden CR0 3BF
Title	SGL535444
Purchase Price	£2,000,000
Charity Clauses	The Charity Trustees certify that they have power under its trusts to effect this disposition and that they have complied with the provisions of the said sections 117-121 so far as applicable to this disposition. The land transferred is held by the trustees in trust for the charity, a non-exempt charity, and the transfer is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the land.
Form A and Form E Restrictions	Form E Restriction In the case of non-exempt charities, section 123(2) of the Charities Act 2011 imposes an obligation on the registrar to enter a restriction that reflects the powers of the proprietor from the statement made in the disposition. <i>"No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate."</i> Form A Restriction The following will also be entered on the Title: <i>No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.'</i>
Indemnity	The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

NB: Documents to be lodged: We have advised the Borrower's conveyancer to lodge a copy of the charity's charter, statute, rules, memorandum and articles or other document constituting the corporation. Alternatively, a certificate may be given by the Borrower's conveyancer in Form 8 that there are no limitations on the charity's power to hold or deal with land (rule 183 of the Land Registration Rules 2003)

TITLE PLAN

VALUATION PLAN



NB: There is a discrepancy between the Title Plan and Valuation Plan which we have raised with the valuer and as noted elsewhere in this Report.

Planning Permission dated 28/02/18

CROYDON
www.croydon.gov.uk

Mr Julius Steinert
DantonB3 Architecture
45 Gee Street
London
EC1V 3RS
United Kingdom

Development Management
Place Department
6th Floor, Bernard Weatherill House
8 Mint Walk
Croydon CR0 1EA

Please ask for reply to: Toby Gethin
Tel/Typealk: 0209 726 6000 Ext 63920
Minicom: 020 8760 5797
Email: development.management@croydon.gov.uk

Your ref: Sivayogam Temple Aurelia Road
Our ref: P/PC/North Area Team/DCTG
Date: 28th February 2018

Town and Country Planning Act 1990, Town and Country Planning
(Development Management Procedure) (England) Order 2015

Application Number: 17/04024/FUL Applicant: Mr Seevaratnam Sivayogam Trust

Grant of planning permission

The Council of the London Borough of Croydon, as the Local Planning Authority, hereby grant planning permission for the following development, in accordance with the terms of the above mentioned application (which shall include the drawings and other documents submitted therewith) :-

Alterations, use as a Hindu Temple and ancillary staff accommodation at:
Mulberry House , 128 Aurelia Road, Croydon, CR0 3BF,

Subject to the following condition(s) and reason(s) for condition(s) :-

- 1 The development shall be carried out entirely in accordance with the approved drawings listed on this decision notice and the Design and Access Statement (and its appendix: "Hindu Cultural Centre Statistics Appendix") submitted with the application.
Reason: To ensure an acceptable standard of development and compliance with the approved details.
- 2 The site shall not be occupied by more than 75 attendees/users of the site's facilities at any one time.
Reason: To protect residential amenity neighbour amenity.
- 3 The building and site shall not be occupied by users and members of the public except between 0800 and 2100 hours Monday-Saturday and between 0900 and 2000 hours Sundays and bank holidays.
Reason: To protect residential amenity neighbour amenity.
- 4 The staff sleeping quarters shall only be used in connection with and as ancillary to the main D1 use and shall not be used for separate self-contained residential accommodation.
Reason: To ensure an acceptable standard of development and protect the amenity of adjoining occupiers and occupiers of the staff living quarters.
- 5 The applicant shall follow the recommendations of the environmental noise assessment by Cole Jaman dated 11th September 2017 (ref: 17/0532/R1). The recommended works in the noise assessment shall be completed within three months of the date of this permission and shall be retained for so long as the development remains in existence.
Reason: To protect the amenity of adjoining occupiers.
- 6 No amplified noise or speech on the site.
Reason: To protect the amenity of adjoining occupiers.
- 7 No organised temple or related activities or events shall take place outside the building.
Reason: To protect the amenity of adjoining occupiers.
- 8 The development and use of the site shall be carried out in compliance with the details and recommendations in the Transport Statement (ref Project Code: 02825, dated June 2017).
Reason: To ensure the safe and smooth operation of the highway network.
- 9 An Electric Vehicle Charging Point serving two bays (including one disable bay) shall be provided within two months of the date of this permission and retained for so long as the development remains in existence.
Reason: To ensure an acceptable standard of development.
- 10 The parking area and cycle storage shall be provided as approved and retained for so long as the development remains in existence.
Reason: To ensure an acceptable standard of development.
- 11 The parking area shall be used for visitor parking and deliveries only.
Reason: To ensure an acceptable standard of development.
- 2 Before commencing work on the site to ensure an environmentally acceptable construction process, and possible enforcement action, you should consult the Council's "Code of Practice on the Control of Noise and Pollution from Construction Sites". The Code gives advice on how to undertake work on site in a considerate manner. A copy can be obtained by calling 020 8760 5483.
- 3 IMPORTANT
Community Infrastructure Levy.
A. You are advised that under the Community Infrastructure Levy Regulations 2010 on commencement of the development a financial payment will be required to Croydon Council and the Mayor of London. In relation to retrospective applications where the development has already taken place, the financial payment is due immediately on the grant of planning permission. The payment to the Mayor of London will be forwarded by Croydon Council.
B. A separate Liability Notice will be issued to any person who has assumed liability for the payment. If no person or body has already assumed liability then within 14 days of this permission the names and addresses of the person(s) responsible for the CIL payment should be forwarded to the Council using the agreed forms which can be obtained from the planning portal from the link below.
www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil
C. If no person or body has assumed liability, payment will be required from the owner of the land at the time of commencement of works. It should be noted that for the purpose of the above regulations commencement of the development will comprise any works of demolition necessary to implement the planning permission.
D. For further information please visit the Croydon Council's website at:
www.croydon.gov.uk/cil
- 12 No food shall be cooked on the premises, other than the warming or heating up of pre-prepared food, until a scheme for the control of odours, smoke and grease has been submitted to and approved by the Local Planning Authority in writing and any required ducting or other equipment has been satisfactorily installed on the site. Any such ducting and equipment shall be retained for so long as the use remains in existence.
Reason: To ensure an acceptable standard of development and protect neighbour amenity.
- 13 Within three months of the date of this permission, the written approval of the Local Planning Authority shall be obtained with respect to the refuse store (dimensions, elevations and proposed materials). Once approved the items above shall be provided prior to occupation and retained in the form specified for so long as the development is in existence.
Reason: To ensure an acceptable standard of development.
- 14 A) Details confirming how BREEM Very Good will be achieved shall be submitted to the Council for approval in writing within three months of date of this permission.
B) Unless otherwise agreed in writing with the Council, the required works shall be completed on-site within three months of the approval of part A.
C) Details demonstrating that BREEM Very Good has been achieved shall be submitted within five months of the approval of part A.
- 15 The development shall be begun within three years of the date of the permission.
Reason: To comply with the provisions of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

In reaching this decision the Local Planning Authority has sought to work in a positive and pro-active manner based on seeking solutions to problems in the following way:

To assist applicants the Local Planning Authority has produced policies and written guidance, all of which is available on the Council's website and which offers a pre planning application advice service. (1) The scheme did not comply with guidance and no pre application discussions were entered into. (2) The Local Planning Authority's suggested improvements were adopted by the applicant. (3) The Local Planning Authority delivered the decision in a timely manner.

Informative(s):

- 1 In accordance with guidance from the Institute of Lighting Engineers, light from the proposed illuminations should not cause a nuisance to local residents. The applicant should comply with the most recent ILE Guidance Note (2005); in addition they should have regard to the following: Lighting the Environment - A Guide to Good Urban Lighting Chartered Institution of Building Services Engineers, (CIBSE) and Institution of Lighting Engineers (ILE) 1995.

Yours faithfully,



Pete Smith
Head of Development Management

Drawing No's: Location Plan 01 REV A Received 13.09.2017, Roof plan 23 REV A Received 13.09.2017, Elevations 24 REV B Received 06.11.2017, Roof plan 12 REV A Received 13.09.2017, Floor plans 21 REV B Received 06.11.2017, Elevations 13 REV B Received 06.11.2017, Floor plans 10 REV B Received 06.11.2017, Floor plans 11 REV B Received 06.11.2017, Floor plans 22 REV B

Signed by:	
Signature Name:	Sarah Louise Creasey
Position:	Solicitor
Authorised to sign for and on behalf of:	enact Conveyancing Limited
Date:	20/08/19