

REPORT ON TITLE



NB: The image extracted is for illustrative purposes only.

REFINANCE- 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 <p>The trustees of the charity known as the Sivayogam Trust</p>
Company Number	NB: The Borrower is a "non exempt" unincorporated Charity registered at the Charity Commission with Charity Number 1050398
Property	<ul style="list-style-type: none"> • 3C and Ranelagh Road, Wembley HA0 4TW • 13B Ranelagh Road, Wembley HA0 4TW • 13B Ranelagh Road, Wembley HA0 4TW
Is the Borrower the same as the Owner?	<p>No, appropriate documentation will be entered into on completion between the current owners/trustees of the Property noted at the Land Registry being:</p> <ul style="list-style-type: none"> • Kamal Singam • Nagenthiram Karunanithy • Nagendram Seevaratnam <p>and the trustees of the charity known as the Sivayogam Trust. and the proposed trustees named as "the Borrower" dealing with the discharge and appointment of the current trustees.</p>
FULL NAME OF OWNER IF DIFFERENT (Where Property is being transferred state intended owner): Not applicable	Intended owners are as per the "Borrower".
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:	<ul style="list-style-type: none">• NGL817045• NGL760483• NGL767784
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 copies of the plans to the titles for the Property ("the **Title Plans**") showing the Property **edged red**. **There is a discrepancy between the Title Plans 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. NB: The title will be amended on registration of the Security Trustee's security.
- 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 this 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 No Search Indemnity 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.
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	 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	3C and 11 and 13B Ranelagh Road Wembley HA0 4TW as registered at Land Registry under Title Numbers NGL817045, NGL760483 and NGL767784
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	£500,000
Quote Ref	C97037/00935
Term	For the term of the mortgage or charge.
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.
Assumptions	<ol style="list-style-type: none"> 1. The property has planning consent for its construction and use 2. There has been no notice served relating to breach of planning and/or building regulations 3. Nothing is known, including enquiries of the current owner(s), that may otherwise give rise to an adverse entry appearing in a search . 4. Cover is required by the lender in connection with the first charge of the property

- 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 19/12/18 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: £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 copies are held by ourselves. NB: 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 – *NB: The Borrower's conveyancer has confirmed that the original has been sent by Special Delivery.*
- 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 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 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 undertaking 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 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

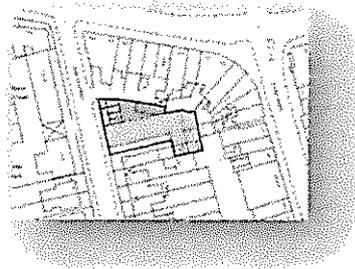
There are no charges noted on the titles.

(b) Price Paid

- The price stated to have been paid on 04/08/05 for Title Number NGL817045 was £900,000.
- The price stated to have been paid on 18/04/06 for Title Number NGL760483 and for the land in Title Number NGL767784 was £120,00
- Valuation: £500,000 (D1 Use)
- Potential Site Market Value £830,000.

(c) Right of Way - NGL817045

The land **tinted blue** on the filed plan has the benefit of a **right of way** in common with other persons **over the passageway at the side of the property leading into Ranelagh Road**, subject to the obligation of contributing a reasonable proportion of the expense of repairing cleansing lighting and maintaining the same until it shall be taken over by the Local Authority.



NB: The Borrower has confirmed that no costs have been paid or demanded.

Only the part of the Property shaded blue has rights of way over the passageway, we have queried with the Borrower's conveyancer as to why the remainder of the Property does not benefit from the same right and they have confirmed that their client has had no issues with regards to accessing any parts of the Property owned by them.

The Borrower's conveyancer does not know why there is pink shading on the Title Plan. They have queried with the Land Registry. We have asked that if this is an error that they request to remove the shading.

The passageway appears to be unregistered as indicated by a map search extracted below:



The Borrower's conveyancer will place on risk an indemnity policy on completion with the following material terms:

Risk	The Insured intends to continue to gain access with and without vehicles over the access way leading to and from the Property to the nearest public highway ('Access') in accordance with the Insured Use and in the manner previously exercised, without permission, challenge, objection or payment for at least 12 months prior to the Policy Commencement Date but has insufficient legal rights to do so.
Property	3C and 11 and 13B Ranelagh Road Wembley HA0 4TW as registered at Land Registry under Title Numbers NGL817045, NGL760483 and NGL767784
Insurer	Countrywide Legal Indemnities
Insured	The current and future owner(s) of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge on the Property.
What is insured	 What is insured? <ul style="list-style-type: none"> ✓ The cost of defending or prosecuting any legal proceedings ✓ Damages, compensation and costs awarded against you by a Court or Tribunal ✓ The expense of complying with an injunction, or an undertaking given by the Insurer in your name ✓ The cost of obtaining a legal right of way over the access, or provision of an alternative access ✓ Surveyor, architect and/or planning consultant fees, any capital monies contracted or expended, which are subsequently rendered abortive ✓ Reduction in market value of the property without the benefit of the access, if your use is permanently prevented ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.
Sum Insured	£500,000.00 increasing by 10% compound interest per annum on each anniversary of the Policy Commencement Date but not exceeding 200% of the original Policy Limit at the Policy Commencement Date
Quote Ref	C97037/00938
Term	The policy runs indefinitely from the Policy Commencement Date, subject to the terms of this policy
Not insured	 What is not insured? <p>Claims arising from or relating to:</p> <ul style="list-style-type: none"> ✗ you, or anyone acting on your behalf, obstructing the access ✗ your failure to pay reasonable contribution towards maintaining and/or repairing the access.
Assumptions	<ol style="list-style-type: none"> 1. The access to the property is unobstructed and believed to have been in use 'as of right' without interruption or payment, for at least the last 12 months 2. The property has been used for the same purpose for the last 12 months 3. The access is not (and will not be) used solely as the route from a fire escape or emergency exit at the property 4. There has been no communication, relating to the access, with any person(s) or organisation that may be the owner of the access 5. There has been no communication with the church authorities relating to chancel repair liability 6. The property is less than 5 acres 7. The current owner is not aware of any payments or demands having been received or made for chancel repair liability Title to the property does not expressly refer to, and the owner is not aware of the property being subject to, a definite chancel repair liability

(d) Light & Air - NGL817045

A 1929 Conveyance of the **land tinted blue** on the filed plan and other land between (1) Paul James Sainbury (**Vendor**) and (2) Robert Muir (**Purchaser**) contains the following provision:-

"...the Purchaser and the persons deriving title under him shall not become entitled to any right to light or air which would affect prejudicially the user by the Vendor or the persons deriving title under him of any adjoining or neighbouring land of the Vendor for building purposes."

(e) Right of Way - NGL760483

The land has the benefit of the following rights granted by a 1998 Transfer:

At all times hereafter for the purpose of access to or egress from the property to pass and repass with or without vehicles along the accessway coloured yellow on the plan extracted below ("the **accessway**").



(f) Unknown Covenants 1881 Deed – NGL760483 and NGL767784

The land is subject to the covenants contained in a Deed dated 5 July 1881 made between (1) Alfred Wigan and Frederick Wigan and (2) Francis Fearon and William Robins Selway and (3) The United Land Company Limited so far as such covenants relate to the land and are capable of being enforced. No particulars of the covenants were produced on first registration.

NB: The Borrower's conveyancer will place on risk an indemnity policy on completion with the following material details:

Risk	 What is insured? <ul style="list-style-type: none"> ✓ The cost of defending or prosecuting any legal proceedings ✓ Damages, compensation and costs awarded against you by a Court or Tribunal ✓ The expense of complying with an injunction, or an undertaking given by the Insurer in your name ✓ Surveyor, architect and/or planning consultant fees, and any capital monies contracted or expended, which are subsequently rendered abortive ✓ Reduction in market value of the property following enforcement of the restrictive covenants, rights and/or easements ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.
Property	3C, 11 and 13B and land adjoining Ranelagh Road Wembley HA0 4TW as registered at Land Registry under Title Numbers NGL817045, NGL760483 and NGL767784
Insurer	Countrywide Legal Indemnities
Insured	The current and future owner(s) of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge on the Property.

Sum Insured	£500,000
Quote Ref	C97037/00936
Not insured	 What is not insured? Claims relating to: <ul style="list-style-type: none"> ✘ any rights physically exercised all the property on the policy commencement date ✘ any restrictive covenants, rights or easements not specified on the policy schedule.
Assumptions	1. The property has been used for the same purpose and has remained unaltered for the last 12 months 2. The proposed Insured is not party to the deed containing the restrictive covenants (if the parties are known) 3. No one has exercised or attempted to exercise the rights There has been no communication with any person(s) or organisation that may be able to enforce the restrictive covenants, rights and/or easements.

(g) 1882 Deed of Covenant - NGL760483 & NGL767784 & NGL817045

The land is subject to the covenants contained in a Deed of Covenant dated 12 June 1882 made between (1) The several persons whose names and seals were subscribed and set in the second schedule thereto and (2) The United Land Company Limited so far as such covenants relate to the land and are capable of being enforced.

NB: The Borrower's conveyancer has not been able to supply a copy of the above the Deed and it will not be received in time for completion. They will place on risk on completion an indemnity policy for unknown covenants as referred to in paragraph (f) above.

(h) 1998 Transfer – NGL760483

A Transfer of the land in this title dated 19 February 1998 made between (1) H & H Brook Investments Limited (“**Transferor**”) and (2) Colin Anthony Sturgess and Abigail Francesca Sturgess (“**Transferees**”) contains the following covenants:

- Not to use the property for any purpose other than that permitted by the Local Authority.
- Not to cause a nuisance to the owners and occupiers of the neighbouring properties.
- Not to park any vehicles on or obstruct the accessway.
- To pay to the owner for the time being of the accessway within 21 days of written demand 50% of the reasonable cost of maintaining repairing renewing cleaning and other necessary expenditure in connection with the accessway.

NB: The accessway is now owned by the Borrower.

(i) Discharge/Retirement and Appointment of Trustees

The current proprietors/trustees noted on the title are:

- Kamal Singam
- Nagenthiram Karunanithy
- Nagendram Seevaratnam

the trustees of the charity known as the Sivayogam Trust.

The Title does not reflect the current trustees who should be noted as:

- Ambihai Seevaratnam
- Nimalan Seevaratnam

- Arunasalam Gananathan
- Jeyakanthan Saravanamuthu
- Sanmuga Rajah Tanaraja

The Land Registry Guidelines confirm:

Where a registered estate is owned by charity trustees, a change in the trustees will not automatically change the ownership of the registered title. A charity may, provided its trusts permit it, **appoint and discharge trustees by resolution of a meeting of the charity trustees, members or other persons. A memorandum signed at the meeting is sufficient evidence of the resolution(s). To be effective to transfer the legal estate, the memorandum must:**

- be executed as a deed
- be executed by the person presiding at the meeting or in some other manner directed by the meeting
- be witnessed by 2 persons present at the meeting, and
- relate to land to which section 40 of the Trustee Act 1925 extends, See section 40(4) of the Trustee Act 1925 for land to which section 40 does not extend.

NB: The Borrower's conveyancer has supplied a copy of a Deed of Appoint and Retirement dated 15/08/19 which will be submitted to the Land Registry after completion.

Appoints the following:

Ambihai Seevaratnam of 624 Kenton Road Harrow Middlesex HA3 9NR
 Jeyakanthan Saravanamuthu of 69 Lucas Avenue Harrow HA2 9UH
 Nimalan Seevaratnam of 624 Kenton Road Harrow Middlesex, HA3 9NR
 Sanmuga Rajah Tanaraja of 92 Grand Avenue Surbiton Surrey KT5 9HX
 Arunasalam Gananathan of 37 Clarence Avenue New Malden Surrey KT3 3TZ

Retires the following:

Nagendram Seevaratnam of 41 St Georges Avenue Kingsbury London NW9 0JT
 Nagendram Karunanithy of 109 Caledon Road London E6 2HD
 Kamal Singam of 44 Forty Lane Wembley Middx HA9 9HX
 Rabindra Nath Aich of 18 Longmead Road Tooling London SW17

NB: The Borrower's conveyancer has also supplied a copy of a Transfer Deed to effect the above changes on the legal title. The Transfer includes all three titles for the Property.

In order for the registrar to alter the register so as to vest the land or charge in the current trustees, the Land Registry require:

- the original memorandum,
- evidence of the death of any trustee currently shown in the register who has died, and
- a certificate by the solicitor acting for the charity that it has power to use the procedure set out in section 334 of the Charities Act 2011 must be produced.

NB: We hold copies of resolutions appointing all of the new trustees.

(j) Restrictions

(i) There is a Form A restriction noted on all x3 Titles:

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.

The disposition will be entered into by the current trustees of the Charity to comply with this restriction.

(ii) There is a duty to apply for a restriction in Form E to be entered on Title Number: NGL817045

"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."

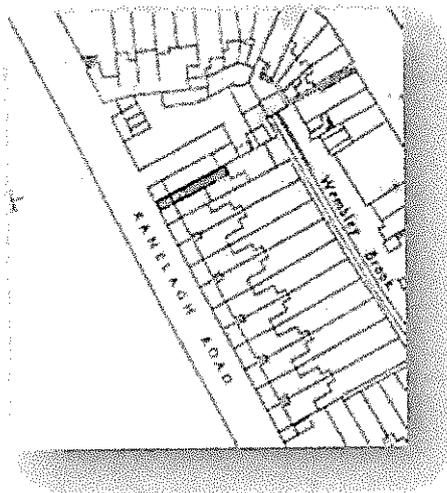
NB: The Borrower's conveyancer will apply to register this on completion.

(iii) There is an old Form E Restriction on Title Number NGL760483 & NGL767784:

No disposition by the proprietor of the registered estate to which section 36 or section 38 of the Charities Act 1993 applies is to be registered unless the instrument contains a certificate complying with section 37(2) or section 39(2) of that Act as appropriate.

(k) Subject to Rights of Way – NGL767784

The land tinted brown and tinted blue on the plan is subject to rights of way.



2. Occupational Interests

The Borrower has confirmed that there are none.

3. Searches

Date	Search	Material Matters Revealed
/	Local	<p><u>Not supplied, the Borrower is relying on the No Search Indemnity Policy.</u></p> <p><i>The Borrower's conveyancer has supplied copies of the following permissions:</i></p> <p><i>Date: 29/06/06</i> <i>Ref: 05/2387</i> <i>113C Ranelagh Road</i> <i>Works: Change of Use of existing office to place of worship (Use Class D1), erection of new front gates and front boundary wall</i></p> <div data-bbox="676 566 1453 667" style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>The premises shall be used only for the purpose of a Place of Worship within Use Class D1, as specified in the Schedule to the Town & Country Planning (Use Class) Order 1987 as amended and not for any other purpose without the prior written permission of the Local Planning Authority.</p> </div> <p><i>Date: 18/06/08</i> <i>Ref: 08/1232</i> <i>Works: Retention of the use of the building as a place of worship (Use Class D1)</i></p> <div data-bbox="676 898 1453 999" style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>The premises shall be used only for the purpose of a Place of Worship within Use Class D1, as specified in the Schedule to the Town & Country Planning (Use Class) Order 1987 as amended and not for any other purpose without the prior written permission of the Local Planning Authority.</p> </div> <p><i>Date: 25/07/08</i> <i>Ref: 08/1648</i> <i>Works: Retention of marquee adjacent to Sivayogam Temple at 3c Ranelagh Road, Wembley</i></p> <p><i>Date: 14/11/08</i> <i>Ref: 08/2133</i> <i>13b Ranelagh Road</i> <i>Works: Conversion/office use to use as a dwellinghouse and installation of a window at side and rooflight with provision of amenity space. This contains the following condition:</i></p> <div data-bbox="657 1503 927 1715" data-label="Image"> </div> <div data-bbox="1035 1503 1305 1715" data-label="Image"> </div> <div data-bbox="676 1827 1453 1910" style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>This permission allows use of the application premises as residential accommodation by the priest of the Sivayogam temple only and cannot be transferred with the land or used by any other person or persons obtaining an interest in it.</p> </div> <p><i>Date: 09/06/2011</i></p>

Ref: 11/0345

3C Ranelagh Road

Works: Demolition of existing temple and the erection of a new temple including an ancillary two storey accommodation block and landscaping. This contains the following condition:

The premises shall be used only for the purpose of a Place of Worship within Use Class D1, as specified in the Schedule to the Town & Country Planning (Use Class) Order 1987, as amended, and not for any other purpose without the prior written permission of the Local Planning Authority.

Valuer notes the planning history as below:

29 Jun 2006	Planning Consent granted on for a change of use of existing office to place of worship (Use Class D1), erection of new front gates and front boundary wall.
23 Apr 2008	Planning Consent granted for retention of the use of the buildings as a place of worship, class D1 (we have been unable to access full details).
30 May 2008	Planning Consent granted for retention of a marquee adjacent the Temple.
4 Sept 2008	Planning Consent granted for the conversion of warehouse/office use to use as a dwellinghouse with installation of window at side and rooflight and provision of amenity space (we have been unable to access full details but believe this relates to the workshop building which is currently used as storage/priest's accommodation).
29 Jun 2011	Planning Consent for the redevelopment of the site involving the demolition of existing temple and the erection of a new temple, including an ancillary 2-storey accommodation block and associated landscaping. This consent, we believe, was required to be implemented within 3 years and now appears to be time-expired (solicitors to verify). This does, however, establish the principle of development on the site and, as noted above, residential use has already been established on part of the site.

The Borrower has confirmed that they have not been notified of any breach of planning and all conditions have been discharged.

/	Water	<u>None supplied, the Borrower is relying on the No Search Indemnity Policy.</u>
16/08/19	Environmental	Environmental: Pass Flood: Pass Ground Stability: Pass Consideration(s): 3.06 Consult Surveyor Radon: Pass Energy & Infrastructure: Pass Consideration(s): 4.13 Contact HS2 Planning Constraints: <u>NB: Not all of the Property has been searched as indicated on the Environmental Search plan below:</u>



NB: A copy of the search has been referred to the valuer who has confirmed:

We accept no liability for environmental matters as this is not covered by Surveyors PII. As is ever the case the Lender will have to take a view. We assume minor surface contamination from past uses, assumed to be not sufficiently serious as to affect the Market Value of the property.

19/08/19	SIMR	NGL817045 Freehold - OK NGL278182 Freehold – OK not owned by the Borrower. NGL318308 Leasehold – OK not owned by the Borrower
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19/08/19	Chancel	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.
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NB: The Borrower's conveyancer will place on risk on completion an indemnity policy with the following material terms:

Risk	The Property is or may be in a parish or district that continues to have a potential liability to pay all or part of the cost of repair to a church chancel.
Property	3C 11 and 13B and Land Adjoining Ranelagh Road Wembley HA0 4TW
Insurer	Liberty Legal Indemnities
Insured	The current and future owner(s) of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge on the Property.
What is Insured	 What is insured? <ul style="list-style-type: none"> ✓ The cost of defending or prosecuting any legal proceedings ✓ Damages, compensation and costs awarded against you by a Court or Tribunal ✓ All sums you are liable to pay, with the Insurer's agreement or as required by a Court or Tribunal ✓ Any residual reduction in the market value of the property arising on a sale, following any liability payment made ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.
Sum Insured	£500,000
Quote Ref	C97037/00939
Term	The policy runs indefinitely from the Policy Commencement Date, subject to the terms of this policy
Use	Continued use as commercial or mixed commercial and residential premises as in existence on the Policy Commencement Date.
Not insured	 What is not insured? <ul style="list-style-type: none"> ✗ Claims where the property was known to be subject to a definite chancel repair liability, on the policy commencement date ✗ Demands for contribution towards the repair of part of the church, other than the chancel.
Assumptions	Title to the property does not expressly refer to, and the owner is not aware of the property being subject to, a definite chancel repair liability 1. 2. There has been no communication with the church authorities relating to chancel repair liability 3. The property is less than 5 acres

13/08/19	Charity Commission Search	Name: SIVAYOGAM Number: 1050398 Trustees: 1. AMBIHAI SEEVARATNAM 2. ARUNASALAM GANANATHAN 3. NIMALAN SEEVARATNAM 4. SANMUGARAJAH TANARAJAH 5. JEYAKANTHAN SARAVANAMUTHU <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> Activities: 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 Governing Document: DECLARATION OF TRUST MADE 23RD JUNE 1995 AS AMENDED BY SUPPLEMENTAL DEEDS EXECUTED • 25TH OCTOBER 1995, • 1ST JULY 2004 AND • 22 NOVEMBER 2006 <i>NB: We hold copies of the above documents.</i>
Expires: 05/09/19-09/09/19- No2	Bankruptcy	1. Ambihai Seevaratnam 2. Sanmuga Rajah Tanaraja 3. Nimalan Seevaratnam 4. Arunasalam Ganathan 5. Jeyakanthan Saravanamuthu Clear
Expires: 27/09/19	Priority	Title Number: NGL817045 - In favour of Proplend Security Limited – Clear Title Number: NGL760483 - In favour of Proplend Security Limited – Clear Title Number: NGL767784 - In favour of Proplend Security Limited – Clear
20/08/19	Lender Exchange Check	Clear – The Sethi Partnership Solicitors
15/08/19	SRA Check	Clear – The Sethi Partnership Solicitors
11/08/19	Official Copies	In date

OTHER

4. Buildings Insurance

Insured	Trustees on behalf of Sivayogam
Insurer	Congregational – Integra Insurance Solutions Limited
Property	Risk 1 3c 11 Ranelagh Road, Wembley, Middlesex HA0 4TW Risk 2 13b Ranelagh Road, Wembley, Middlesex HA0 4TW
Sum Insured	Risk 1 £371,000 Risk 2 £243,727 Total: £517,347
Reinstatement Figure – Valuation	£350,000
Policy No	RC01300001/03
Expiry	31/03/20
Use	Congregational Policy
Terrorism	Yes

36 Months Rent	Risk 1 £162,000
PSL Interest noted	Yes
Index-Linked	Yes
Copy Policy sent to PSL	Already held

5. **Fire Risk Assessment (FRA) /Asbestos Report (AR)/Access Audit (AA) /Energy Performance Certificate (EPC)**

Date	Report	Contents
/	EPC	The Property is exempt from requiring an EPC as it is used as a place of worship.
/	FRA	<u>NB: The Borrower's conveyancer has confirmed that an FRA is not in place, we hold an undertaking from the Borrower confirming that they will arrange an FRA within 1 month from completion with any recommendations to be complied with within 2 months of completion.</u>
/	AA	<p><u>NB: The Borrower's conveyancer has confirmed that an AR is not in place, we hold an undertaking from the Borrower confirming that they will arrange an AR within 1 month from completion with any recommendations to be complied with within 2 months of completion.</u></p> <p>The valuer has commented: We assume that an Asbestos Assessment has been obtained and that an appropriate Asbestos Management Plan is in place. We recommend that your Customer's Solicitor verify, and if one has not been obtained, it is a legal liability that one should be put in place for each property owned.</p>
/	AA	<u>NB: The Borrower's conveyancer has confirmed that an AA is not in place, we hold an undertaking from the Borrower confirming that they will arrange an AA within 1 month from completion with any recommendations to be complied with within 2 months of completion.</u>

NB: Original signed Undertaking held.

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	21/12/18
Market Value	£500,000
Reinstatement	£350,000
Property	3C, 11 & 13B Ranelagh Rd, Wembley HA0 4TW
Use	<ul style="list-style-type: none">• D1 – Places of Worship• Previously used for car repairs.• Have been converted and extended by a temporary wooden lean to structures. <p>Hindu Temple with secondary shrine and ancillary storage areas.</p> <p>Rear: brick building of considerable age subdivided to provide male and female WCs and a mixture of storage.</p>  <p>REAR BUILDING</p> <p>Former garage/workshop has been converted to provide a mixture of ground floor storage accommodation kitchen and bathroom.</p> <p>Unable to gain access to the attic room above 13b but the Borrower advised it is used for storage purposes.</p>  <p>CONVERTED STORE, NOW PRIEST'S LODGING</p> <p><i>NB: The Borrower's conveyancer has advised enact via the Borrower that the priest's main place of abode is Croyden and it is only temporary accommodation at Wembley.</i></p> <p>The Security Trustee's security rests on the potential for residential development. The valuer notes that the existing D1 use does not constitute adequate security.</p>
Tenure	Freehold

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

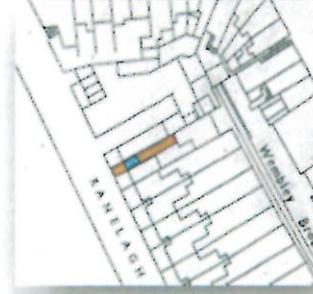
- **Exempt/Non-Exempt:** The Borrower's conveyancer has confirmed that the Charity is a "**Non-Exempt**" Charity. This means that it is subject to the jurisdictions of the Charity Commission.
- **Powers:** The trustees of non-exempt charities are generally allowed to sell, mortgage or otherwise dispose 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.

- **Documents to lodge on change of Trustees:** 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 in conveyancer 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).*
- **Number of Trustees holding the Estate:** There is no limit to the number of trustees who may hold an estate vested in them under a charitable trust
- **Statements:** 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.'

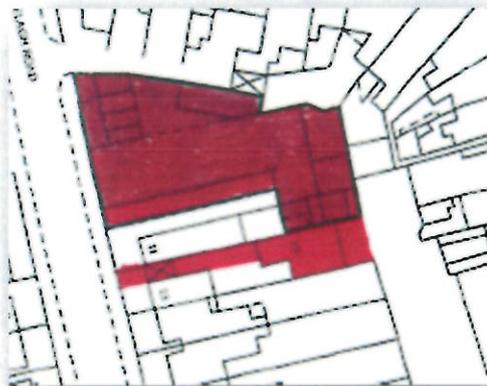
NB: The appropriate statements have been included within the Legal Charge and Debenture.

TITLE PLANS

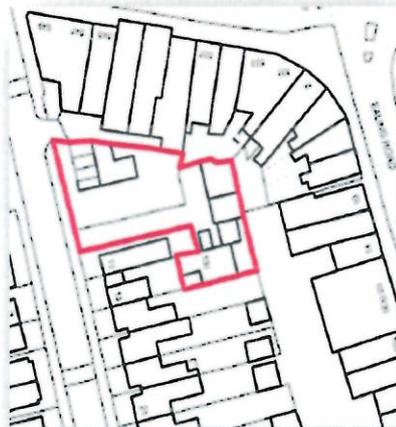


NB: in respect of the third plan along above the room above part tinted blue is not included within the title.

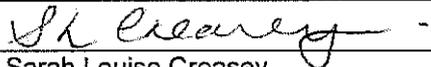
COMPOSITE PLAN



VALUATION PLAN



NB: There is a discrepancy between the plans as highlighted above.

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