

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	Eastway Estates Limited
Company Number	03684956
Property	59 Staines Road West, Sunbury on Thames, TW16 7AG
Seller	IGP Investments Limited
Is the Borrower the same as the Owner?	Purchase Matter
FULL NAME OF OWNER IF DIFFERENT (Where Property is being transferred state intended owner): Not applicable	The Seller is IGP Investments Limited
Advance Amount	Gross Loan £700,000 Amount to be released to enact on completion: £666,657.50
PG REQUIRED	Original signed PG and ILA certificates held by enact for: <ul style="list-style-type: none"> ▪ Priyen Shailesh Patel ▪ Nilesh Raj Patel ▪ Vishal Shailesh Patel ▪ Jesal Raj Patel

1. TITLE

a. We certify that the Property is:

Tenure:	Freehold
Title number:	SY368212 SY409529





Title Number - SY368212 (parts edged green below removed from title)
55, 57 & 59 Staines Road West, Sunbury TW16 7AG



	<p>Title Number - SY409529 Passageway at the back of 1-47 (odd Numbers) Heathcroft Avenue, Leading to Vicarage Road, Sunbury</p> 
<p>Class of title:</p>	<p>Absolute Title on both titles</p>

- b. We certify that the Title to the Property is good and marketable and can be accepted by you as security.
- c. We annex hereto a copy of the plan to the title for the Property ("the **Title Plan**") showing the Property **edged red**. The Title Plan accords with the plan attached to the Valuation.
- d. The Property is registered in the name of the Seller.
- 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 the registered owner but occupied by Barclays under an occupational lease.
- 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 16th September 2019 prepared by Bellevue Mortlakes ("**Valuation**") 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 **Use Class A2** - Retail accords with the planning permissions revealed by such searches or alternatively the use is established by way of long user.
- 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:**

Purchase Price: £1,050,000

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 N/A
- c. Guarantee x4 To be dated on completion - £140,000
- d. Board Resolution dated 18th September 2019

NB: enact also hold the relevant Independent Legal Advice Certificate(s) in respect of the advice given on the Guarante(es)

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.

As agreed, 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 conveyancer 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, 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:

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	20.9.2019

SCHEDULE

RESTRICTIVE COVENANTS/ ADVERSE INTERESTS/RIGHTS

*The Seller has confirmed in replies that the **Purchaser must rely upon their own investigations of the title and inspection** of the Property in respect of the covenants, rights & use impacting the Property. (see indemnity polices at the end of this report)*

1. Title Matters

(a) Charges to be redeemed by the Sellers solicitor:

Aviva Commercial Finance Limited – dated 13th September 2000 – Title Number SY368212

Aviva Commercial Finance Limited – dated 13th September 2000 – Title Number SY409529

Undertaking by Sellers Solicitor:

Charge: the charge dated 13 September 2000 in favour of Aviva Commercial Finance Limited appearing at entry 10 of the charges register of title number SY368212 as at 22 February 2019 timed at 18:17:05 and entry 5 of the charges register of title number SY409529 as at 22 February 2019 timed at 18:19:10.

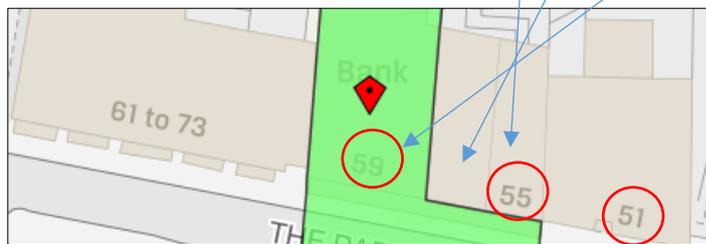
(b) Price Paid

- The price stated to have been paid on 26th July 2000 for the land in title numbers SY368212 and SY409529 was £680,000.

(c) Property Address:

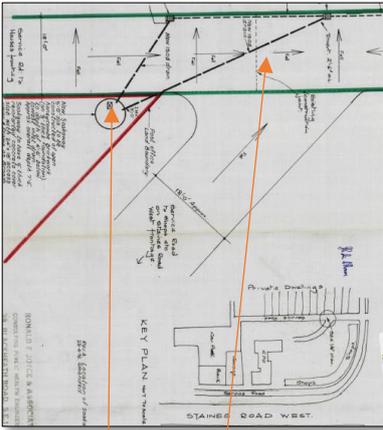
Property description – SY368212

The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 55, 57 and 59 Staines Road West, Sunbury (TW16 7AG).



The Buyers solicitor will update the Property description under title number SY368212 at the Land Registry on completion. The address should reflect 59 Staines Road West, Sunbury TW16 7AG

Title Matters affecting SY368212		
Date	Document	Comments
22.12.1971	Deed (1) D.A.H Motors (Ashford)	Grants a right of way over the land coloured brown for the benefit of the land under title number SY368212.

	<p>Limited and (2) Barclays Bank Limited</p>	
<p>25.2.1977</p>	<p>Deed (1) Post Office (2) Barclays Bank trust Company Limited (3) Barclays Bank Limited</p>	 <p>Grants the following rights for the benefit of SY409529</p> <p>to enter upon so much of the red land as shall be necessary for the purposes of constructing those parts of the works to be placed in upon or under the red land and thereafter repairing and maintaining such parts of the works the Bank or its successors in title making good at its or their own expense all damage or disturbance which may be caused to the red land or any building or erection thereon in carrying out such construction repairs and maintenance</p> <p><u>SECONDLY</u> full and free right and consent for the Grantee and the Bank and their respective successors in title owners or occupiers aforesaid to use those said parts of the works for the running and passage of storm water from the green land and to discharge such storm water into the red land from the soakaway</p> <p>Google satellite image dated April 2018 identifies a flood issue. Does:</p> <ol style="list-style-type: none"> 1. Proplend of the Valuer have any further requirements? 2. The soakaway appears to be tarmac over; 3. From the picture, such soakaway would be inadequate  <p>Enact hold an undertaking that the borrower will within 1 month of completion: supply an independent report regarding the prevention of the "Standing Surface Water" and instigate any recommendations with 2 months thereof.</p>

<p>30.9.1986</p>	<p>Deed (1) Flower-court Limited (2) The Co-operative Bank PLC (3) Barclays Bank</p>	<p>The land within title SY368212 has the benefit of rights granted referred to within the said deed. The register notes that: <u><i>"No copy of the deed referred to is held by Land Registry"</i></u></p> <p>See email to the Countrywide Legal Indemnities from the Seller solicitor regarding the potential defect of the right of way through the access road of Grandera House.</p> <div data-bbox="1305 181 1487 452" data-label="Image"> </div> <div data-bbox="619 483 1487 949" data-label="Text"> <p>Hi Ketan</p> <p>My clients are purchasing and land being the passageway at the back of 1-47 Heathcroft Avenue –Title number SY368212 and SY409529.</p> <p>Part of the land under title SY368212 is a car park. There are a number of access points to the car park but we understand that the main access is through the access road of Grandera House, which is registered under title number SY842009. In our clients title at entry 8 of the proprietorship register reference is made to a deed which has rights of way dated 30th September 1986 but no copy of this deed is provided.</p> <p>In the title for SY842009 you will note that at entry 5 of the charges register – reference is made to the same deed 30th September 1986 and for this providing a right of way for the benefit of 59 Staines Road across the accessway shown brown. My concern is that the right of way does not appear to lead fully into the land forming part of Title SY368212. You will see that there is an area coloured mauve, and we do not have right of way on this. This area mauve is immediately before the remainder of the access which is part of SY368212.</p> <p>I also attach a highway search which indicates the entrance into Grandera House is public.</p> <p>Is it possible to obtain a deed of easement indemnity policy for the above.</p> <p>In addition as a separate quote can you provide me with an indemnity quotes for the following:</p> <ol style="list-style-type: none"> 1. Chancel Indemnity 2. Restrictive covenant indemnity for the current use of the property as a bank and car park 3. In respect of the accommodation road title SY409529 this was former copyhold land –is there any indemnity insurance that can be given for this. <p>Level of cover required is £1,050,000.</p> <p>I look forward to hearing from you further.</p> </div> <div data-bbox="603 1003 1513 1061" data-label="Text"> <p>A quote has been obtained and will be implemented on completion to protect against any prevention of the right.</p> </div> <div data-bbox="603 1093 1513 1151" data-label="Text"> <p>We've had sight of the Deed which relates to a land exchange between the red and blue land (the red which is now incorporated within title SY368212)</p> </div> <div data-bbox="609 1196 1442 1527" data-label="Image"> </div>
<p>27.2.1987</p>	<p>Transfer (1) Barclays Bank Plc (2) Leslie Herbert Unwin Golding and Susan Unwin Golding</p>	<p>The transfer grants rights for the benefit of the land within SY570503 – <i>keys rights are as follows:</i></p> <ul style="list-style-type: none"> ▪ Right of way with or without vehicles over the black hatched area. ▪ Right of way with or without vehicles over land tinted brown. ▪ Right of passage of usual services <div data-bbox="619 1711 1043 2024" data-label="Image"> </div> <div data-bbox="1123 1711 1474 2024" data-label="Image"> </div>

		<p>The Property will benefit from the following key reserved rights:</p> <ul style="list-style-type: none"> Pass and re-pass over the area shaded yellow. For the owner or statutory authorities to enter the area edged red for the purposes of connecting or maintaining such drains, gas electricity etc.
28.1.1988	<p>Transfer (1) Barclays Bank Plc (2) Mohammad Hussain</p>	<p>The land edged red was granted out of title SY368212 and imposes similar rights granted and rights reserved as per the 1987 Transfer above.</p> 
		<p>The Proprietorship register contains a covenant to observe and perform covenants contained within leases dated 23.2.1977 and 12.2.1987 – See <i>Comments in Indemnity Policies at the end of this report.</i></p>
2.7.1868	<p>Conveyance (1) Edward Saunders (2) Philip Cork</p>	 <p>The Conveyances impose historical covenants over the land tinted:</p> <ul style="list-style-type: none"> -Blue -Brown -Yellow -Pink <p>That: "...no building is to be erected...otherwise than: dwelling, laundry business or nightman knackerman bone dealer.</p>
5.5.1870	<p>Conveyance (1) Edward Saunders (2) Matilda Jane Jenkins</p>	
18.11.1870	<p>Conveyance (1) Edward Saunders (2) Philip Cork</p>	
12.2.1875	<p>Conveyance (1) Edward Saunders (2) Philip Cork</p>	
5.10.1995	<p>Deed (1) DA Moody (Nominees) Ltd (2) Bryant Properties PLC</p>	<p>The land edged red (under title number SY400693) which no longer forms part of the Property has a right of way over the land tinted blue and brown.</p> 

Title Matters affecting SY368212		
Date	Document	Comments
19.7.2013	Deed	<p>Entry C:8 refers to: a deed which varies the lease dated 19.7.2011. This appears now to be irrelevant.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Schedule 1 - Variations to the Lease</p> <p>1 The following clause shall be added to the Lease as a new Clause 2.3:</p> <p>During the period commencing on the 24 June 2011 and expiring on 23 August 2012 the Tenant shall not be required to pay to the Landlord the annual rent in respect of the Premises.</p> </div>

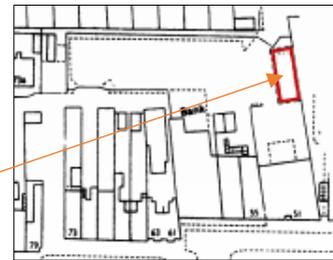
2. Occupational Interests

- (a) Lease dated 19 July 2011
 11 years from and including 25 December 2012
 (1) IGL Investments Limited
 (2) Barclays Bank PLC

Current Tenant: Barclays Bank UK PLC
 Title Number: SY811764

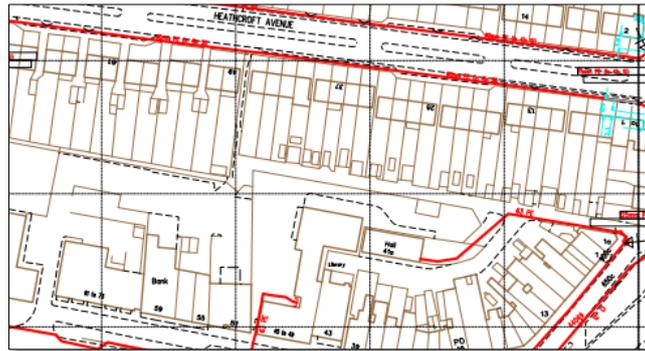
-
- (b) Lease dated 23 February 1977
 25 years from 15 February 1977
 £450
 (1) Barclays Bank Limited
 (2) Barclays Trust Company Limited

Current Tenant: Caplapoint Estate Limited
 Title Number: SY460646



3. Searches

Date	Search	Material Matters Revealed
22.7.2019	Local	<p>Adopted Roads – shown tinted yellow.</p> <p>Location of LP Gas Mains shown by way of the red line.</p>



Planning Permissions

18/00472/FUL - Land To The Rear Of Grandera House, 61 - 73 Staines Road West, Sunbury On Thames, TW16 7FE

[Details](#)
[Important Dates](#)
[Constraints](#)
[Documents](#)

Application Reference:

18/00472/FUL

Planning Portal Reference Number:

PP-06843298

Address of Proposal:

Land To The Rear Of Grandera House. 61 - 73 Staines Road West, Sunbury On Thames, TW16 7FE

Proposal:

Erection of a two and three storey development to provide 3 no. two bedroom maisonettes and 2 no. one bedroom maisonettes with associated parking.

Type of Application:

Full Application

Status:

Decided

Decision:

Application Refused



15/01124/FUL - 61 Staines Road West, Sunbury On Thames, TW16 7AH

[Details](#)
[Important Dates](#)
[Constraints](#)
[Documents](#)

Application Reference:

15/01124/FUL

Planning Portal Reference Number:

PP-04428414

Address of Proposal:

61 Staines Road West, Sunbury On Thames, TW16 7AH

Proposal:

Erection of 5 storey building to the rear of Wellington House to provide 9 residential units comprising 2 x studios, 3 x 1 bedroom and 4 x 2 bedrooms including the provision of 6 under-croft car parking spaces and refuse and bike storage facilities.

Type of Application:

Full Application

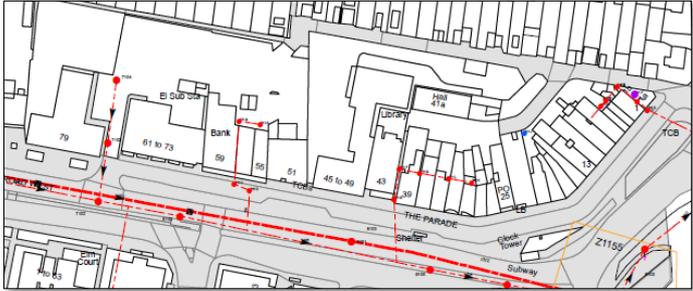
Status:

Decided

Decision:

Application Refused



		<p>13/00691/FUL - Barclays, 59 Staines Road West, Sunbury On Thames, TW16 7AG</p> <p> Details Important Dates Constraints Documents </p> <p>Application Reference: 13/00691/FUL</p> <p>Planning Portal Reference Number: PP-02641594</p> <p>Address of Proposal: Barclays, 59 Staines Road West, Sunbury On Thames, TW16 7AG</p> <p>Proposal: Alterations to existing shopfront and entrance at Bank premises. Installation of 5 no. additional condenser units on flat roof at rear.</p> <p>Type of Application: Full Application</p> <p>Status: Withdrawn</p> <p>Decision: Lapsed</p>  <p>Building Regulations</p> <p>Reference: 13/00369/IN - 59 Staines Road West Internal and external alterations and refurbishment to existing banking facilities</p> <p>Planning Use</p> <p>There are no specific planning permission for the building as a bank within the local land charges register. However, there are historical applications from 1982 for an ATM machine in favour of Barclays Bank which would provide sufficient comfort that the use as a bank has been in situ for a significant period to prevent enforcement action by the local authority.</p>
	<p>Water</p>	<p>Mains water connected: YES Surface water connected: YES Foul water connected: YES</p> 
<p>15.7.2019</p>	<p>Environmental</p>	<p><u>Contaminated Land:</u> PASSED <u>Flood Risk:</u> NONE IDENTIFIED</p> <p><u>Ground Stability:</u> NOT SEARCHED – Please rely upon valuers comments.</p> <p><u>Radon:</u> NONE IDENTIFIED <u>Energy:</u> IDENTIFIED:</p>

		<div data-bbox="678 183 1279 936"> <p>Crossrail 2 This map provides a detailed view of the Crossrail 2 line, associated stations, installations and safeguarding limits.</p> <p>Contains Ordnance Survey © Crown copyright and database right 2019</p> <p>Legend: Safeguarding Limits + Station — Track at Surface — Track in Tunnel</p> </div> <p><u>Environmental Constraints:</u> NONE IDENTIFIED <u>Transportation:</u> NOT SEARCHED</p>																																														
<p>16.7.2019</p>	<p>SIMR</p>	<div data-bbox="678 1182 1503 1406"> <p style="text-align: center;">Result</p> <p style="text-align: center;">The index map has been searched in respect of the Property with the following result:</p> <table border="1"> <thead> <tr> <th>Plan reference</th> <th>Title No.</th> <th>Registered Estate or Caution</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td>Not Applicable</td> <td>SY368212</td> <td>Freehold</td> <td></td> </tr> <tr> <td>Not Applicable</td> <td>SY409529</td> <td>Freehold</td> <td></td> </tr> <tr> <td>Not Applicable</td> <td>SY570503</td> <td>Freehold</td> <td></td> </tr> <tr> <td>Not Applicable</td> <td>SY803068</td> <td>Freehold</td> <td></td> </tr> <tr> <td>Not Applicable</td> <td>SY460646</td> <td>Leasehold</td> <td></td> </tr> <tr> <td>Not Applicable</td> <td>SY574889</td> <td>Leasehold</td> <td></td> </tr> <tr> <td>Not Applicable</td> <td>SY811764</td> <td>Leasehold</td> <td></td> </tr> </tbody> </table> </div> <div data-bbox="678 1429 1503 1662"> <table border="1"> <tbody> <tr> <td><u>SY368212 – Freehold</u></td> <td><i>Forming part of security</i></td> </tr> <tr> <td><u>SY409529 – Freehold</u></td> <td><i>Forming part of security</i></td> </tr> <tr> <td><u>SY570503 – Freehold</u></td> <td><i>N/A - relates to 57a Staines Road</i></td> </tr> <tr> <td><u>SY803068 – Freehold</u></td> <td><i>DM1 Limited owns strip of land</i></td> </tr> <tr style="background-color: #f8d7da;"> <td><u>SY460646 – Leasehold</u></td> <td><i>Caplappoint Estate Limited - Lease</i></td> </tr> <tr> <td><u>SY574889 – Leasehold</u></td> <td><i>N/A – relates to 55a Staines Road</i></td> </tr> <tr> <td><u>SY811764 – Leasehold</u></td> <td><i>Barclays Bank UK Plc - Lease</i></td> </tr> </tbody> </table> </div>	Plan reference	Title No.	Registered Estate or Caution	Notes	Not Applicable	SY368212	Freehold		Not Applicable	SY409529	Freehold		Not Applicable	SY570503	Freehold		Not Applicable	SY803068	Freehold		Not Applicable	SY460646	Leasehold		Not Applicable	SY574889	Leasehold		Not Applicable	SY811764	Leasehold		<u>SY368212 – Freehold</u>	<i>Forming part of security</i>	<u>SY409529 – Freehold</u>	<i>Forming part of security</i>	<u>SY570503 – Freehold</u>	<i>N/A - relates to 57a Staines Road</i>	<u>SY803068 – Freehold</u>	<i>DM1 Limited owns strip of land</i>	<u>SY460646 – Leasehold</u>	<i>Caplappoint Estate Limited - Lease</i>	<u>SY574889 – Leasehold</u>	<i>N/A – relates to 55a Staines Road</i>	<u>SY811764 – Leasehold</u>	<i>Barclays Bank UK Plc - Lease</i>
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<p>15.7.2018</p>	<p>Chancel</p>	<div data-bbox="678 1729 1327 1832"> <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> </div> <p>The Borrower will take out indemnity cover to protect against any future liability.</p>																																														
	<p>Company</p>	<p>Name: Eastway Estates Limited</p> <p>Active: Yes</p>																																														

		Directors: Jesal Raj PATEL - Director Priyen Shailesh PATEL - Director Vishal Shailesh PATEL - Director Secretary: Jesal Raj PATEL - Secretary Shareholders: Jesal Raj PATEL Priyen Shailesh PATEL Vishal Shailesh PATEL Nilesh Raj PATEL PSC: Priyen Shailesh PATEL Purpose: Buying & Selling Own Real Estate Charges: See attached
	Company	Eastway Estates Limited (03684956)
Expires: 7.10.19	Bankruptcy	Clear
Expires:	Priority	Title Number: SY409529 and SY368212 - In favour of Proplend Security Limited - Clear
	Lender Exchange Check	Clear
	SRA Check	Clear
	Source of Funds	3 month bank statement (Eastway Estates Ltd – Lloyds Bank) seen.
	Official Copies	Dated 16.9.2019

OTHER**4. Buildings Insurance**

Insured	Eastway Estates Limited
Insurer	Allianz
Property	59 Staines Road West, Sunbury
Sum Insured	£2,325,000
Reinstatement Figure – Valuation	£1,550,000
Policy No	SP/28899105
Expiry	19.9.2020
Use	Bank on the ground floor ancillary accommodation on upper floors
Terrorism	Yes
36 Months Rent	Yes
PSL Interest noted	Yes
Index-Linked	Silent
Copy Policy sent to PSL	Yes – approved by Stewart Bruce on the 19.9.2019 @13:44

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

Date	Report	Contents																																																		
31.5.2019	EPC – expires																																																			
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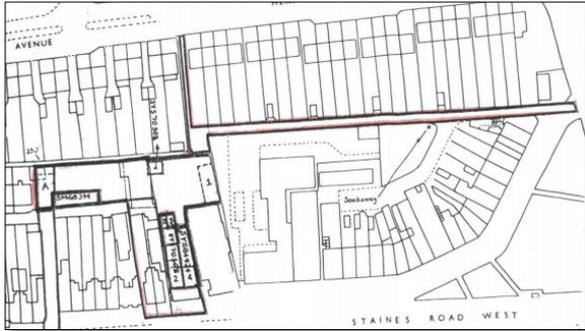
6. Identification Documents

Name	List A ID	Date/Expiry	List B	Date/Expiry
Jesal Raj PATEL	Passport	28.01.2029	Utility Bill	03.07.2019
Priyen Shailesh PATEL	Passport	10.01.2026	Utility Bill	31.05.2019
Vishal Shailesh PATEL	Passport	06.12.2020	Utility Bill	29.07.2019
Nilesh PATEL	Passport	13.01.2024	Utility Bill	18.06.2019

7. Valuation – Material Matters

Date	16.9.2019
Market Value	£1,050,000 – currently rented.
Reinstatement	£1,550,000
Property	59 Staines Road West, Sunbury-On-Thames, TW16 7AG
Use	A2 - Retail
Tenure	Freehold
Planning	New Bank, Shops and Residential – 1970 (SUN/FUL/4227/K)

OCCUPATIONAL LEASE SCHEDULE

Premises	Land demised by the lease is known: 55/59 Staines Road West, Sunbury-on-Thames, Middlesex, TW16 7AG; and the passageway at the rear of 1-47 Heathcroft Avenue, Sunbury-on-Thames
	
Date	19.7.2011
Parties	IGP Investments Limited Barclays Bank PLC
Current tenant	Barclays Bank UK PLC
Current guarantor	N/A
Term, commencement date and expiry date	11 years from and including 25 December 2012 Expires on the 24 December 2023
Is the Letting Document a new tenancy for the purposes of the LTCA 1995?	Yes
Is the Letting Document contracted out of the LTA 1954?	Protected Tenancy
Current rent and rent payment dates	£61,500 as from the 25 th February 2019 as per rent memorandum. Rent Payment Dates: 25.03, 24.06, 29.09 and 25.12
Rent review dates and date of last review	25.12.2012 25.12.2017 – (Reviewed on the 25 th February 2019)
Rent review	Upward only review.
Forfeiture	
(a) Rent unpaid 21 days after due.	(a) 21 days (<i>whether demanded or not</i>)
(b) Breach of condition.	(b) Yes
(c) Tenant/guarantor insolvency.	(c) Yes
Use and any restrictions on use	Offices; Banking purposes; Shop; and Parking spaces.
Repair and decoration	Keep in good substantial repair and condition.
Insurance	Tenant responsibility

<p>Alterations (a) External/structural: (b) Internal, non-structural alteration:</p>	<p>Not without the prior written consent of the Landlord which shall not be unreasonably withheld or delayed at any time during the term hereby granted to cause or suffer to be made any external alterations in the plan or elevation of the Building or in any party wall nor to cause or suffer to be altered or changed any of the materials or architectural decoration to the exterior of the Building nor to cause or suffer to be made or maintained any addition thereto either in height or projection nor to cause or suffer to be erected upon the demised premises any new building</p> <p>Nothing in this clause 3.15 shall in any way prevent the Tenant and the Tenant shall not be obliged to obtain the Landlord's prior consent before making internal non-structural alterations to the demised premises or installing erecting or removing any demountable partitioning within the demised premises or making any alterations or additions to the systems for the supply to the demised premises of electricity water gas heating or air conditioning Provided That such systems are not overloaded by such alterations or additions and all such alterations and additions are carried out in accordance with the requirements of any relevant authority for the supply of such service</p>
<p>Alienation</p>	<p><u>Assignment</u> Whole: Not without the consent of the Landlord not to be unreasonably withheld - consent subject to an AGA</p> <p>Part: No</p> <p><u>Underletting</u> Whole: Permitted subject to:</p> <ol style="list-style-type: none"> 1. Unqualified covenant on part of underlessee that the underlessee will not assign part only of the premises thereby demised. 2. Covenant on part of underlessee will not assign whole or part demised without consent of the landlord 3. Not to underlet otherwise than at the full market rent. 4. NO OBLIGATION TO EXCLUDE FROM L&T 1954 Act <p>Part: No</p> <p><u>Group Company Sharing</u> Yes provided <u>no</u> landlord and tenant relationship is established.</p> <p><u>Charging</u> Whole: Yes Part: Silent.</p>
<p>Service charge</p>	<p>N/A</p>
<p>Tenant Rights</p>	<p>To install equipment aerials or other apparatus required by the Tenant in connection with any air conditioning system and/or telephone system on the exterior of the demised premises and to run any cables wires or other connections to and from such equipment aerials or other apparatus from and to the demised premises</p>
<p>Landlord Rights</p>	<p>The rights and liberties of entry upon the demised premises mentioned in the covenants by the Tenant herein contained as long as the Landlord forthwith makes good any damage thereby caused to the demised premises</p>
<p>Break clauses</p>	<p>None</p>
<p>Options or rights of first refusal</p>	<p>None</p>
<p>Other material terms</p>	<p>None</p>
<p>Licences granted</p>	<p>None</p>
<p>Side letters or variations</p>	<p>Rent Memorandum – see above (“current rent” comments)</p>
<p>Rent deposit</p>	<p>No Rent Deposit.</p>

Lease registerable? (i.e. granted for more than 7 yrs)	Yes
Lease executed correctly?	Yes

OCCUPATIONAL LEASE SCHEDULE

Seller believes the following lease is now redundant and no income is being obtained directly from these spaces and the only rent paid comes from the Barclays Lease.

Premises	Land demised by the lease is known: Six car parking spaces numbered 16-21 (both inclusive) and shown coloured yellow on the plan situate at the rear of 51 Staines Road West, Sunbury.	
Date	23.2.1977	
Parties	Barclays Bank Limited Barclays Bank Trust Company Limited	
Current tenant	Caplapoint Estate Limited	
Current guarantor	N/A	
Term, commencement date and expiry date	25 years from and including 23 February 1977 Expires on the 22 December 2002	
Is the Letting Document a new tenancy for the purposes of the LTCA 1995?	No	
Is the Letting Document contracted out of the LTA 1954?	Protected Tenancy	
Current rent and rent payment dates	£450 for the first five years. Rent Payment Dates: usual quarterly dates.	
Rent review dates and date of last review	Each five years – agreed between the parties.	
Rent review	Upward only review.	
Forfeiture (a) Rent unpaid 21 days after due. (b) Breach of condition. (c) Tenant/guarantor insolvency.	(d) 21 days (<i>whether demanded or not</i>) (e) Yes (f) Yes	
Use and any restrictions on use	Car parking	
Repair and decoration	N/A	
Insurance	N/A	
Alterations (a) External/structural: (b) Internal, non-structural alteration:	Not to erect on the land	
Alienation	Assignment Whole: Not without the consent of the Landlord not to be unreasonably withheld Underletting Whole: Permitted subject to landlords consent Part: No	

Polices to be put into place on completion	Indemnity Policy
Access & Restrictive Covenant (<i>including Chancel Repair</i>)	(1) Continued use over the access way (2) Known or unknown freehold covenants which may have been breached
Outstanding Lease Insurance	Protection in view of the missing leases dated 23.2.1977 and 12.2.1987
Manorial Rights Insurance	Enact view that this is unnecessary given the rights are not registered under a separate title.

TITLE PLAN



VALUATION PLAN



Signed by:	<i>Richard James Black</i>
Signature Name:	Richard James Black
Position:	Commercial Lawyer
Authorised to sign for and on behalf of:	enact Conveyancing Limited
Date:	20.9.2019