

REPORT ON TITLE



NB The image extracted is for illustrative purposes only

REFINANCE – SEPARATE REPRESENTATION

To	Proplend Security Limited (“PSL”)
From	Paris Smith LLP
Borrower	23 Woolwich Road Ltd
Company Number	14698016
Property	23 Woolwich Road, Belvedere DA17 5EE
Is the Borrower the same as the Owner?	Yes
Advance Amount	Gross Loan: £286,000.00 Amount to be released to Judge & Priestley LLP on completion: £261,789.70
PG Required	Yes, Surinder Kaur Saggu & Manjit Gosal will be providing guarantees limited to £71,500

1 **TITLE**

We certify that the Property is:

Tenure:	Freehold
Title Number:	K194275
Class of Title:	Title Absolute

- a. We certify that the Title to the Property is good and marketable and can be accepted by you as security.

- b. 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.
- c. The Property is registered in the name of the Borrower.
- d. We confirm that the Property is not affected by any **Restrictive Covenants**.
- e. We confirm that the only material **Adverse Interests/Rights** affecting the Property are referred to in the Schedule.
- f. No person other than the Borrower has an equitable or overriding interest in the Property save as disclosed in their report.
- g. PSL will obtain a **First Legal Charge** over the Property.
- h. 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 PSL priority beyond the date of completion.
- b. "No Search" Indemnity Policy will be instigated on completion in lieu of Local Authority, Water and Drainage and Chancel Repair Searches.
- c. Clear Bankruptcy Search(es) giving priority beyond the date of completion against the guarantor.

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

3 **VALUATION:**

We have read the Valuation Survey Report dated 9 August 2023 prepared by Bellevue Mortlakes Chartered Surveyors ("**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 PSL will obtain a legal mortgage over the whole of the land shown edged red on the Title Plan and

4 **SECURITY DOCUMENTATION:**

The following security documentation has been properly executed and witnessed (where required), and we hold the originals.

- a. Legal Mortgage To be dated on completion.
- b. Debenture to be dated on completion.
- c. Guarantees x2 to be dated on completion – each limited to £71,500.
- d. Director's Certificate dated 5 October 2023.

5 **COMPLETION ARRANGEMENTS**

We now request to 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 refinancing.

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 PSL'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.

Our banking details are:

Account Name	Paris Smith LLP Client Account
Account Number	3755 9583
Bank	National Westminster Bank
Branch	High Street, Southampton
Sorting Code No	56-00-68
Completion Date	Tuesday 17 October 2023
Reference:	AZC.113022.191

SCHEDULE

RESTRICTIVE COVENANTS/ADVERSE INTERESTS/RIGHTS

The Borrower has confirmed in replies that in respect of the covenants, rights and use impacting the Property they are not aware of any breach.

1. **Title Matters**

(a) **Charges to be redeemed:**

Not applicable, the Property is not currently charged.

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
K194275	The Borrower will be purchasing the Property for £440,000 from Ian Caney (the "Seller"). <i>Please note that the Borrower is also acquiring the leasehold title (title number: SGL542415) from the Seller, and further details of this leasehold title are set out in section c, below.</i>	

(c) **Property Address:**

Please refer to the "Property" on page 1 of this report.

Title Matters affecting K194275		
Date	Document	Comments
7 September 1990	Lease (entries C1 & L1)	The Property is currently subject to a 99-year lease of the first floor flat. As stated above this leasehold title (title number: SGL542415) is also being acquired from the Seller, but upon completion of the transfer the leasehold title this will merge with the freehold title and be extinguished. This will result in the lease entry being removed from the freehold title and the leasehold title will also be closed, so we will be left with a single freehold title.

2. **Occupational Interests**

The Property is subject to two commercial leases and an assured shorthold tenancies, details of which are set out below.

Premises	Ground floor front shopfront and storage area at 23 Woolwich Road, Belvedere, Kent, DA17 5EE as shown edged red on the enclosed lease plan.
Date	To be dated on completion.
Original Parties	Landlord – 23 Woolwich Road Ltd Tenant – Redline Construction Group Ltd.
Current tenant	Redline Construction Group Ltd (company number: 11022617) of 92 Nuxley Road, Belvedere, Kent, England DA17 5LD
Current guarantor	Not applicable.
Term commencement date and expiry date	A term of years from 1 September 2023 to and including 31 August 2028

Break Clause	Not applicable, there is no break clause in the lease.
Excluded Tenancy	Yes, the lease will be contracted out.
Current rent and rent payment dates	£18,000 per annum, payable monthly in advance (exclusive of VAT). <i>Please note that the Borrower has advised that they don't intend to make a VAT election after completion.</i>
Rent review dates and date of last review	Not applicable the rent is fixed for the duration of the term
Rent review	Not applicable.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) No, the deadline is 14 days after becoming due (whether formally demanded or not). (b) Yes (c) Yes
Use and any restrictions on use	The Tenant shall not use the premises otherwise than as a showroom for the display and retail of kitchens or such other retail use to which the Landlord shall consent (such consent not to be unreasonably withheld)
Repair and decoration	The Tenant shall keep the premises in good and substantial repair and condition throughout the term. The Tenant shall redecorate the premises in the final years of the term in a good and workmanlike manner, and in such colours as have been approved by the Landlord.
Insurance	The Tenant is required to pay on demand 50% of the sums incurred by the Landlord in keeping the building insured. If the premises are damaged or destroyed by an Insured Risk so as to make the premises unfit for occupation and use then the rent (or a fair proportion) shall be suspended until the earlier of: (i) the premises being made fit for occupation and use, or (ii) 3 years after the date of the damage. If the premises are not fit for occupation or use within 2 years and 6 months of the date of the damage or destruction, then either party may terminate the Lease by giving the other not less than 6 months' notice. If the rebuilding or reinstatement of the premises shall be prevented or frustrated then all insurance proceeds shall belong to the Landlord.
Alterations (a) External/structural (b) Internal, non-structural alteration	The Tenant shall not make any structural alterations or additions or improvements to the premises. The Tenant shall not, without the landlord consent (not to be unreasonably withheld or delayed) change the design or appearance or the decorative scheme of the premises. The Tenant is permitted to carry out internal non-structural alterations without the consent of the Landlord, provided that any alterations or additions made to the premises are removed on or before the expiration of the lease.
Alienation	Assignment - The Tenant shall not assign the whole of the Lease without consent from the Landlord which shall not be unreasonably withheld or delayed. When giving consent the Landlord may make this conditional upon any or all of the following:

	- The Tenant providing an AGA - The assignee providing a guarantor - The assignee providing a 6 months' rent deposit In addition the Landlord may refuse consent if: - Any sums due under the Lease are outstanding - There is a substantial breach of any of the tenant covenants - In the reasonable opinion of the Landlord the proposed assignee will have a detrimental effect on the value of the property or is not of sufficient financial standing. Other Dealings - Other than an assignment of the whole, as set out above, no other dealings (underletting, charging, sharing occupation, etc.) are permitted.
Service Charge	The Lease contains an very basic service charge provisions which requires the Tenant to pay the Service Charge to the Landlord within 14 days of written demand. The 'Service Charge' being; <i>repairing renewing repairing, renewing, rebuilding maintaining and decorating the Retained Parts (all structural parts of the building and the pipes/service media)</i>
Landlord's Obligations	- Quiet Enjoyment - Insurance
Lease registerable? (ie, granted for more than 7 years)	No, the Lease is not registerable as the term does not exceed 7 years.

Premises	Ground floor rear garages and workshop at 23 Woolwich Road, Belvedere, Kent, DA17 5EE, as shown edged red on the enclosed lease plan.
Date	To be dated on completion.
Original Parties	Landlord – 23 Woolwich Road Ltd Tenant – Earlswood Interiors Limited
Current tenant	Earlswood Interiors Ltd (company number: 08331295) of 4a Roman Road, London, England E6 3RX
Current guarantor	Not applicable.
Term commencement date and expiry date	A term of years from 1 September 2023 to and including 31 August 2028
Break Clause	Not applicable, there is no break clause in the lease.
Excluded Tenancy	Yes, the lease will be contracted out.
Current rent and rent payment dates	£18,000 per annum, payable monthly in advance (exclusive of VAT). <i>Please note that the Borrower has advised that they don't intend to make a VAT election after completion.</i>
Rent review dates and date of last review	Not applicable the rent is fixed for the duration of the term
Rent review	Not applicable.
Forfeiture	
(a) Rent unpaid for 21 days after due.	(a) No, the deadline is 14 days after becoming due (whether formally demanded or not).

(b) Breach of condition. (c) Tenant/Guarantor insolvency	(b) Yes (c) Yes
Use and any restrictions on use	The Tenant shall not use the premises otherwise than as a showroom for the display and retail of kitchens or such other retail use to which the Landlord shall consent (such consent not to be unreasonably withheld)
Repair and decoration	The Tenant shall keep the premises in good and substantial repair and condition throughout the term. The Tenant shall redecorate the premises in the final years of the term in a good and workmanlike manner, and in such colours as have been approved by the Landlord.
Insurance	The Tenant is required to pay on demand 50% of the sums incurred by the Landlord in keeping the building insured. If the premises are damaged or destroyed by an Insured Risk so as to make the premises unfit for occupation and use then the rent (or a fair proportion) shall be suspended until the earlier of: (i) the premises being made fit for occupation and use, or (ii) 3 years after the date of the damage. If the premises are not fit for occupation or use within 2 years and 6 months of the date of the damage or destruction, then either party may terminate the Lease by giving the other not less than 6 months' notice. If the rebuilding or reinstatement of the premises shall be prevented or frustrated then all insurance proceeds shall belong to the Landlord.
Alterations (a) External/structural (b) Internal, non-structural alteration	The Tenant shall not make any structural alterations or additions or improvements to the premises. The Tenant shall not, without the landlord consent (not to be unreasonably withheld or delayed) change the design or appearance or the decorative scheme of the premises. The Tenant is permitted to carry out internal non-structural alterations without the consent of the Landlord, provided that any alterations or additions made to the premises are removed on or before the expiration of the lease.
Alienation	Assignment - The Tenant shall not assign the whole of the Lease without consent from the Landlord which shall not be unreasonably withheld or delayed. When giving consent the Landlord may make this conditional upon any or all of the following: • The Tenant providing an AGA • The assignee providing a guarantor • The assignee providing a 6 months' rent deposit In addition the Landlord may refuse consent if: • Any sums due under the Lease are outstanding • There is a substantial breach of any of the tenant covenants • In the reasonable opinion of the Landlord the proposed assignee will have a detrimental effect on the value of the property or is not of sufficient financial standing. ◦ Other Dealings - Other than an assignment of the whole, as set out above, no other dealings (underletting, charging, sharing occupation, etc.) are permitted.
Service Charge	The Lease contains an very basic service charge provisions which requires the Tenant to pay the Service Charge to the Landlord within 14 days of

	written demand. The 'Service Charge' being; <i>repairing renewing repairing, renewing, rebuilding maintaining and decorating the Retained Parts (all structural parts of the building and the pipes/service media)</i>
Landlord's Obligations	• Quiet Enjoyment • Insurance
Lease registerable? (ie, granted for more than 7 years)	No, the Lease is not registerable as the term does not exceed 7 years.

Assured Shorthold Tenancy (AST)	
Premises	23A Woolwich Road, Belvedere DA17 5EE
Landlord	Ian Caney
Tenant	Kathleen Moul
Guarantor	Ronald Moul and Julia Moul
Headline terms	Start Date: 1 June 2022 End Date: 30 November 2022, we are advised there have been no renewals so the tenancy continues as a statutory periodic tenancy. Rent: £850 per month, payable on the 1st of each month. Deposit: £850, the Seller has been unable to confirm if this was ever protected with one of the deposit schemes and therefore the deposit is being returned to the Tenant.
Tenancy agreement in standard AST form. If no, provide details	Yes
Confirmations	We confirm that the tenancy agreement is in standard form; and the Borrower has advised us that the Tenant: (i) is not in breach of any of its obligations under the tenancy agreement to pay rent or other sums due; and (ii) is not in dispute with the Landlord

3. Searches

Date	Search	Material Matters Revealed
4 August 2023	Local	The Local Search identifies a number of planning permission, details of which are set out below: • Certificate of Lawful Use and Development (ref: 0/00587/LDCE) issued in August 2000. This certificate confirmed that the ground floor of the property could be used for the sale and repair of motor vehicles, gear boxes, axles and clutches including all related fitting works thereto to be carried out within the confines of the existing site building onl between the hours of 8:30am-5:30pm Monday to Friday. • Planning Permission (ref: 7/05632/FUL) dated 24 July 2007. This permitted a change of use of the ground floor front of the property to be used as a dog grooming parlour. • Planning Permission (ref: 19/00741/FUL) dated 16 March 2020. This permitted the demolition of the

		existing building and the erection of a part one/part two and part three storey building to provide three flats (1x 1 bed, 1x 2 bed, and 1x 3 bed flats). This planning permission lapsed on 16 March 2023 Please note that the local search reveals that a CIL Liability Notice has been issued. This notices confirms that if the aforementioned planning permission had been implemented there would have been a £32,366.74 CIL Liability. Aside from the planning entries the search also reveals that: • Woolwich Road and Albert Road are highways maintainable at the public expense. • The Property is located within the Woolwich Road Conservation Area, and this area is designated for primarily residential uses. • Within the local authorities' boundaries there is a proposal to extend Crossrail from Crossrail from Abbey Wood to Gravesend and Hoo Junction There is a proposal to extend the Croydon Tramlink which is located within Sutton Council's boundaries. • Other than the CIL Liability Notice (referred to above) there are no other outstanding notices (planning, building control, conservation, enforcement, etc.) in respect of the Property.
28 August 2023	Water and Drainage	The search confirms that the Property is connected to an unmetered main water supply, and that foul and surface water drain to public sewers. Further, the search indicates there are no public sewers, disposal mains or lateral drains within the boundaries of the Property, but there are sewers/drains within 100ft of the Property.
1 August 2023	Chancel Repair	The Search indicates that the Property is located within a tithe district or parish which continues to have a potential chancel repair liability. As a result of this result a chancel repair indemnity policy will be put on risk on completion, and the limit of indemnity on this policy will be £500,000
1 August 2023	Environmental	It is now standard procedure to undertake environmental desktop searches in transactions of this nature. However please note the limited nature of the search. The search is undertaken by independent search consultants at a limited cost and is compiled by the search consultants on the basis of inspection of documentary records only accessed by means of a "desktop" search. It does not, of course, arise from a physical inspection of the site. Clearly it will not reveal information which is not recorded in public documentation. The search should therefore be regarded as a general guide only. If you have concerns as to possible contamination of the site then you should discuss further with us the need for a more detailed survey (possibly including a site survey). You will understand that we are not qualified to advise on whether or not the search results are acceptable (or the level of risk involved) but we would be happy to discuss any particular queries with you and to consider with you whether further expert

		advice should be obtained on any matters arising from the search result itself and/or with regard to the site or your proposals generally. Subject to the comments above we would point out that the report has been certified as "Low-Moderate: Acceptable Risk" meaning that in the professional opinion of Groundsure the level of risk associated with the information disclosed in the report: (a) is unlikely to have an adverse effect on the value of the Property, and (b) is not such that the Property would likely be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990. It appears that the Property has been designated "Low-Moderate: Acceptable Risk" as a result of the past industrial use of the property. Further, as the valuation has noted that there are signs of oil spillages at the Property, and as a result it has been agreed that a contaminated land indemnity policy will be put on risk on completion. Aside from the above the search also reveals the following: • The Property is located within an area at a "moderate" risk from non-natural subsidence. This result has been given because of the proximity of the Property to the Thanet sand formation which has been mined for chalk. Please note that 'subsidence' is a risk covered by the insurance and the excess for each such claim is £1,000. • The Property is located within 2.5km of a number of existing and proposed solar and wind energy installations • The Property is located within the Woolwich Road Conservation Area.
As at 9 October 2023	Company	Name: 23 Woolwich Road Ltd Active: Yes Directors: 2, Surinder Kaur Saggu & Manjit Gosal Secretary: None Shareholders: Surinder Kaur Saggu & Manjit Gosal, each hold 50 of the 100 allocated shares PSC: 2, Surinder Kaur Saggu & Manjit Gosal Purpose: Other letting and operating of own or leased real estate (SIC: 68209) Charges: None
Expires: 24 October 2023	Bankruptcy	Clear – against Surinder Kaur Saggu & Manjit Gosal
Expires: 14 November 2023	Land Registry Priority	K194275 In favour of Proplend Security Limited Clear

	SRA check	Judge & Priestley LLP (SRA number: 420714)
	Source of Funds	Confirmed in correspondence.
18 May 2023	Official Copies	K194275

OTHER

4. Buildings Insurance

We have not been provided with a copy of the buildings insurance, but you have confirmed that the insurance you have received is satisfactory.

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

Date	Report	Contents
	VAT Election	The Seller has confirmed that no VAT election has been made in respect of the Property, and the Borrower has further advised that they do not intend to make a VAT election after completion.
Various	EPC	23a Woolwich Road (flat) – D(64), valid until 3 August 2033 23 Woolwich Road (shop) – E(115), valid until 3 August 2033.
	Fire Risk Assessment	The Borrower has confirmed that they do not hold any FRAs for any parts of the Property, and it has been agreed that these will be dealt with as a condition subsequent. The Borrower will be providing an undertaking, prior to completion, to provide you with an FRA within 1 month of completion and further to commence and complete the recommendations identified in the FRA within 3 months of completion.
9 August 2023	Asbestos Report	The asbestos survey identifies the presence of asbestos containing materials ("ACMs") or presumed ACMs in five locations within the Property. Each of these five items have been given an overall risk assessment score of "Low." Further the recommendation/action in respect of these entries is that the material should be removed and replaced with non-ACMs.

6. Identification Documents

Name	List A ID	Date/Expiry	List B ID (POA)	Date/Expiry
Surinder Kaur Saggu	Passport	12 January 2033	Energy bill	13 September 2023
Manjit Gosal	Driving Licence	4 April 2029	Bank statement	6 September 2023

7. Valuation – Material Matters

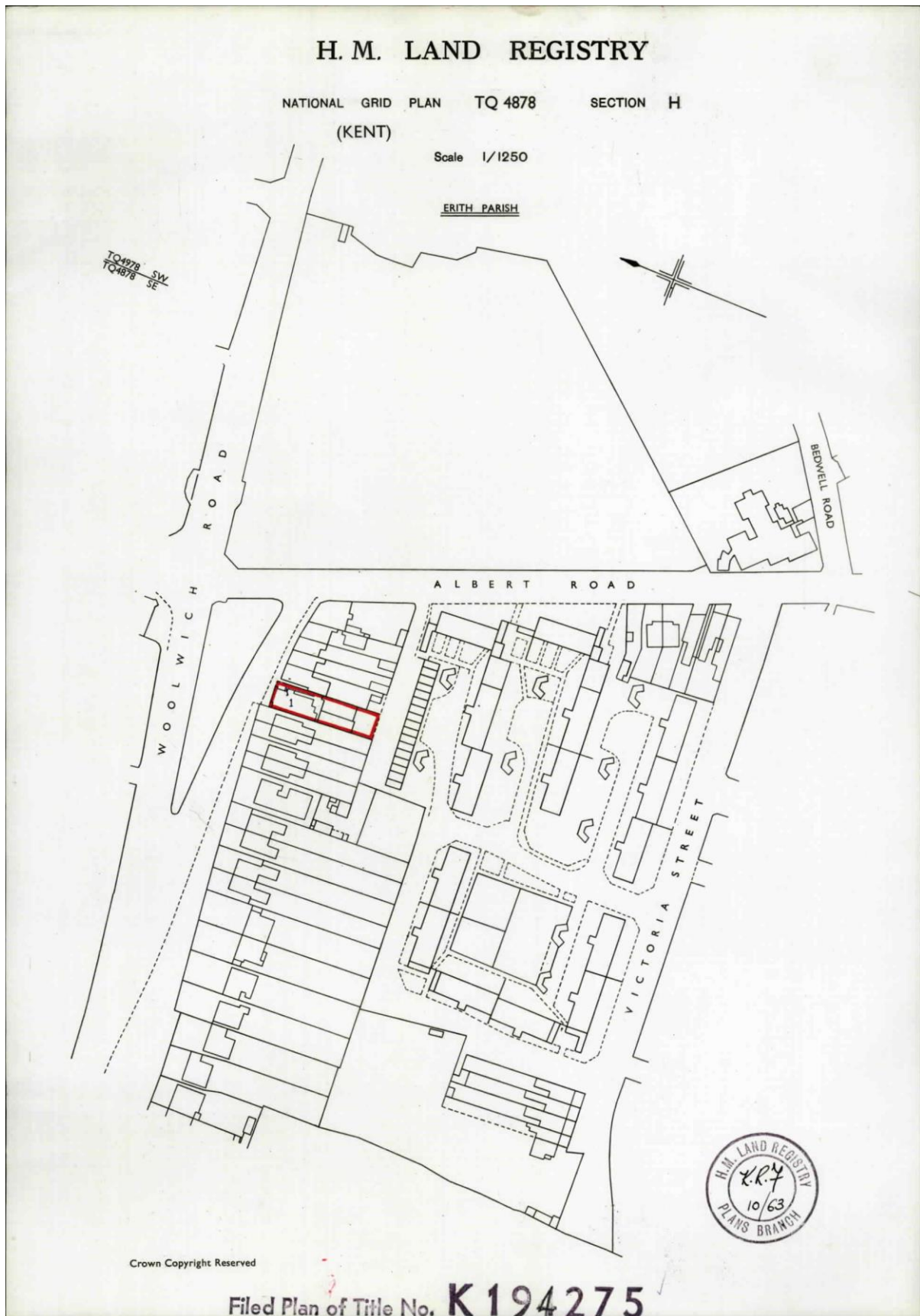
Date	9 August 2023
Market Value	£450,000 £400,000 (90-day sale)

Market Rent	Residential - £16,800 per annum Retail - £15,000 per annum Industrial - £15,000 per annum
Reinstatement	£850,000
Property	23 Woolwich Road, Belvedere, DA17 5EE
Use	Ground Floor – Retail & Industrial Upper Part – Residential
Tenure	Freehold
Further Points	Oil Spillage – Please refer to section 3 of the Schedule for details of the indemnity policy which will be put on risk on completion. Tenancies – Please refer to section 2 of the Schedule for details of the tenancies. We can confirm that the Property is being bought subject to the AST (continuing as a statutory periodic tenancy) and the two commercial leases will be completed immediately after the purchase is completed.

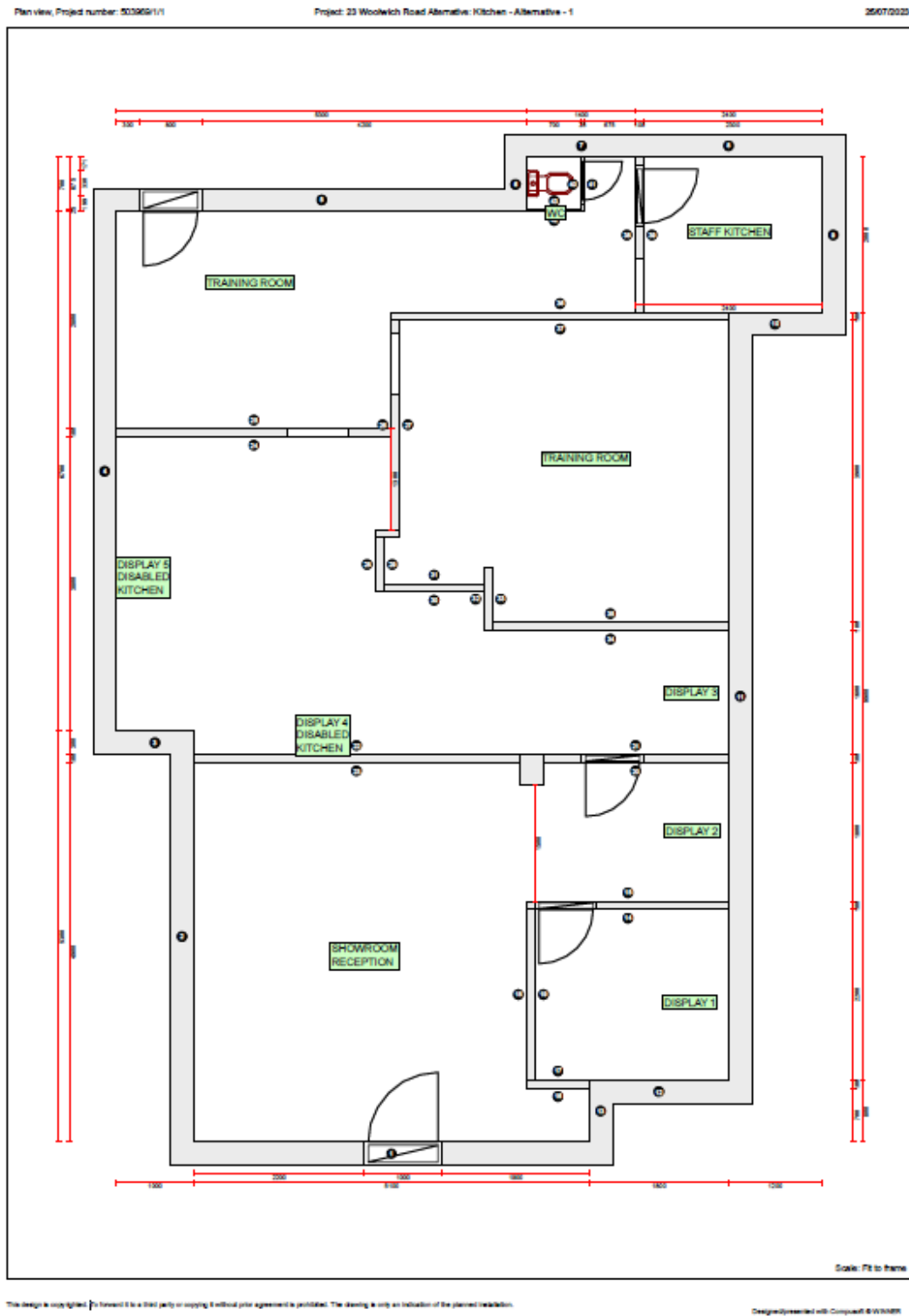
Policies to be put into place on completion
Chancel Repair Insurance - £500,000 limit of indemnity.
Contaminated Land Insurance - £450,000 limit of indemnity.

Signed by:	
Signature Name:	Alexander Cheele
Position:	Associate
Authorised to sign for and on behalf of:	Paris Smith LLP
Date:	13 October 2023

Title Plan – K194275



Lease Plan – Ground Floor Retail Space

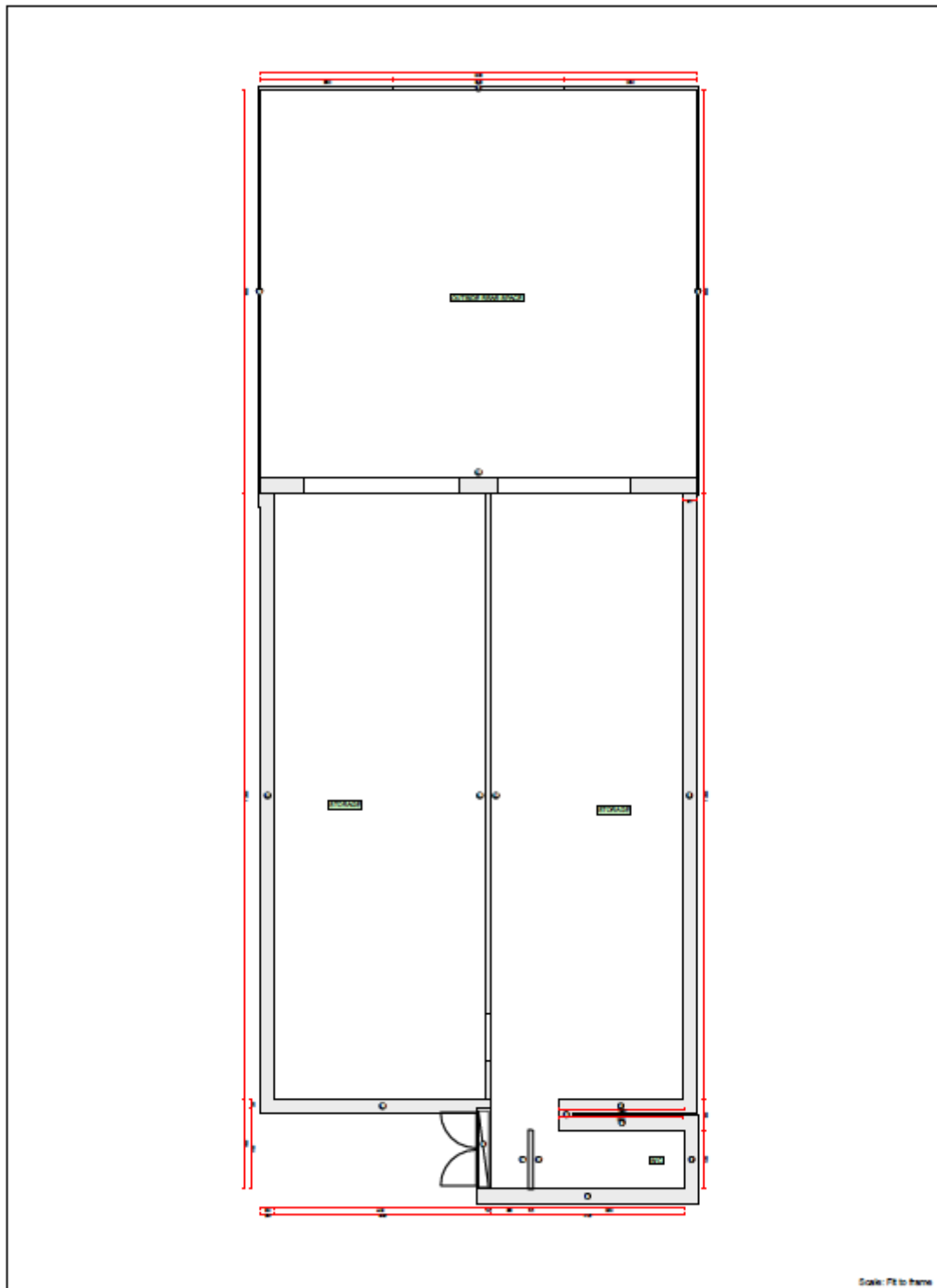


Lease Plan – Rear Unit

Plan view, Project number: 5039592/1

Project: 23 Woolwich Road Alternative Kitchen - Alternative - 1

25/07/2023



This design is copyrighted. To forward it to a third party or copying it without prior agreement is prohibited. The drawing is only an indication of the planned installation.

Designed/presented with CompuAid 6.0/2008