

Requisitions on Title

Property Subject to Tenancies

Requisitions on Title and Completion Arrangements

Property:	18 Clover Street London W2
Seller:	Satellite PProperty Company Limited
Buyer:	Cambo Limited

1. PRE-CONTRACT INFORMATION

What changes would be made to the written replies to pre-contract enquiries and/or other written information concerning the Property previously given by or on behalf of the Seller, if given now?

Only as disclosed, if at all

2. TENANCIES

2.1 Please state the name and address of every tenant to enable us to give notice of change of landlord;

Please see the details in the contract

2.2 Please provide details of :

(a) all rent, service charges, insurance contributions and other sums received from each tenant in advance for, or on account of, any period extending beyond completion;

(a) Please see the completion statement to be supplied shortly
(b) ditto

(b) all rent deposits and other deposits, reserve funds, surplus service charges and similar sums held by the Seller or its agents;

and the completion statement must give credit to the Buyer for all such sums or (where appropriate) a due apportionment;

2.3 Will you provide on completion a written authority to each tenant, signed on behalf of the Seller, that future payments of rent and other payments under the tenancy should be made to the Buyer or as the Buyer may direct?

Yes

3. POSSESSION

If any part of the Property is sold with vacant possession -

All occupied by tenants

3.1 When will it be vacated?

3.2 Have all occupiers agreed to vacate on or before the completion date?

- 3.3 What arrangements will be made to provide the Buyer with the keys? Handed over direct between the parties

4. COMPLETION ARRANGEMENTS

- 4.1 Please supply a completion statement. To be supplied shortly
- 4.2 If you wish any outgoings to be apportioned, please supply certified copies of the relevant invoices and (where paid by the Seller) receipts. If available
- 4.3 Except where the supply of the Property is VAT exempt, please confirm that the Seller is treating this transaction as a transfer of a going concern for VAT purposes. Yes
- 4.4 If we so require, do you agree to complete by post? If so, - Yes
Megawest Trading Bank Plc
42 Bulstrode Yard
Blakey Cornshire CL2 4ET
M&T Client Account
A/c no. 14252678
Sot Code 38-26-36
- (a) do you agree to comply with the current edition of The Law Society Code for Completion by Post?
- (b) please state the name, address and sort code of your Bank and the name and number of the account into which the completion money is to be paid.
- 4.5 If completion takes place by attendance - Not applicable, see the contract
- (a) where would completion take place?
- (b) what bank drafts would be required?

5. LEASEHOLDS

If the interest being sold in the Property or any part of it is leasehold - freehold

- 5.1 Please supply a certified copy of a clear receipt for the last due payment of rent, service charge, insurance contribution and any other sums payable under the lease;
- 5.2 Will the original(s) of the foregoing be produced on completion?
- 5.3 Where the landlord's consent for the assignment/transfer is required -
- (a) please supply a copy of the draft consent (if not previously supplied);
- (b) when will the executed consent be available?

5.4 Please state the name and address (and, if appropriate, reference) of the landlord or its solicitors or agents, to whom notice of the assignment/transfer is to be given.

6. MORTGAGES

6.1 Please confirm that all mortgages affecting the Property are to be redeemed and discharged on completion.

The Commercial Mortgages Mortgage shown in the title will be redeemed on completion

6.2 For the purpose of our Land Registry application:
(a) which mortgagee is legally represented by you?
(b) which mortgagee is legally represented by another conveyancer and who is that conveyancer?
(c) which mortgagee is not legally represented?

See the previous answer

6.3 Where a mortgagee is not legally represented, please confirm either:

Not applicable

- (a) that you have taken sufficient steps to verify the identity of the mortgagee, or
- (b) that on completion you will provide evidence of their identity on a duly completed form ID1 or ID2.

6.4 Please confirm that a duly executed discharge will be provided on completion in respect of the following mortgages (for which an undertaking will not be accepted):

Date of mortgage

Mortgagee

6.5 Which mortgage(s) will be discharged by ED or END directly between the mortgagee and the Land Registry?

6.6 Please confirm that (except where 6.4 applies or where the mortgagee is legally represented by another conveyancer) you undertake that, on the sale being completed:

We will deal with the redemption of the mortgage mentioned in answer to 6.1 in accordance with these requirements

- (a) you will immediately pay to all mortgagees the moneys required to discharge all mortgages affecting the Property and
- (b) you will use all reasonable endeavours to obtain duly executed discharges from them as soon as practicable and forward them to us as soon as you receive them or (if applicable) to procure the effecting of the ED or END as soon as practicable.

6.7 Where a mortgagee is represented by another conveyancer, please ask him to send us his undertaking in the terms of 6.4, 6.5 or 6.6 (as applicable) in relation to his client's mortgage(s).

6.8 Please supply a copy of each form of discharge (other than an ED or END) showing the method of execution or signing.

the standard form of Land Registry discharge will be used and executed by the lender Company

6.9 For any discharge expressed to be made under a power of attorney, please confirm that it will be provided to us together with:

not applicable

- (a) a copy of the Land Registry facility letter recognising that power of attorney, or
- (b) a certified copy of the power of attorney and either a completed form ID1 or ID2 in respect of the attorney or written confirmation that you or another conveyancer (please identify) acts for him or that the attorney is a conveyancer.

7. SALES OF PART

Unregistered title

Do you undertake on completion to indorse a memorandum of the sale on the following deed(s) and to send us an examined copy of the indorsement(s) immediately after completion?

Date

Document

8. DEEDS AND DOCUMENTS

Will all the following deeds and documents be handed over at completion?

Registered title

Yes

Title No(s): NGL546873

Transfer to the Buyer duly executed.

Unregistered title

The originals or examined copies of the abstracted deeds and documents, as indicated on the abstract or epitome supplied.

or

Please supply a list of the deeds and documents of title to be handed over at completion, indicating whether original or examined copy.

Transfer/Assignment to the Buyer duly executed.

Leasehold

Lease dated:

Landlord's licence to assign/transfer to the Buyer.

All previous licences and deeds supplemental to or made pursuant to the Lease.

All previous receipted notice(s) of assignment etc.

Subject to tenancies

Yes for two counterparts

Counterparts of every lease affecting the Property.

Counterparts of every licence and deed supplemental to or made pursuant to each lease.

All notices of assignment etc.

Miscellaneous

Receipt for price of chattels.

Originals of the following documents, copies or none available details of which were previously supplied:

Deeds of warranty

Treatment and other guarantees

Planning permissions

Building plan approvals

Plans and specifications

Indemnity policies

9. MISCELLANEOUS

Please ensure that the unilateral notice is removed on completion

Yes

SIGNED

SIGNED

Abbey & Richards

East Chamber 4 High Street Blakey BL1 6RD

Moorcroft & Todd

23 West End Lane London EC4 6TY

Buyer's solicitors

Seller's solicitors

Reference: rma/122441

Date:

Reference: x-1175

Date:

NOTE: Subject to the terms of the contract, we reserve the right to raise further requisitions arising out of your replies to the foregoing, the results of our pre-completion searches, or otherwise.