

**CPSE 1**  
**- 27/31 Neal Street**

## **Commercial Property Standard Enquiries**

### **CPSE.1 (version 2.6)**

#### **General pre-contract enquiries for all commercial property transactions**

These enquiries are designed to cover all commercial property transactions. Guidance notes have been prepared to assist the Buyer and the Seller and are available in GN/CPSE.1. These enquiries stand on their own and do not depend on the guidance notes for interpretation.

Supplemental enquiries should be raised if leases are involved: CPSE.2 where an investment property is sold subject to existing tenancies, CPSE.3 where a lease is being granted, and CPSE.4 where a lease is being assigned.

CPSE.1 consists of:

- Particulars.
- Conditions of use.
- Introduction.
- Enquiries 1-31.

#### **PARTICULARS**

**Seller: PENELOPE ANN ANDERTON, SARA FRANCIS THORLING & CAROLINE  
FRANCES SKINNER**

**Buyer: SHAFTESBURY COVENT GARDEN LIMITED**

**Property: 27/29/31 NEAL STREET LONDON WC2H 9PR**

**Development (if appropriate): N/A**

**Transaction: SALE**

**Seller's solicitors: Anthony Sandall & Co**

**Buyer's solicitors: Lovells LLP**

**Date: 26<sup>th</sup> November 2007**

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## INTRODUCTION

- (A) In interpreting these enquiries the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

**Buyer:** includes tenant and prospective tenant.

**Conduits:** means the pipes, wires and cables through which utilities and other services are carried.

**Property:** includes any part of it and all buildings and other structures on it.

**Seller:** includes landlord and prospective landlord.

- (B) The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them. References in these enquiries to '**you**' mean the Seller and to '**we**' and '**us**' mean the Buyer. In replies to the enquiries, references to '**you**' will be taken to mean the Buyer and to '**we**' and '**us**' will be taken to mean the Seller.
- (C) The replies are given without liability on the part of the Seller's solicitors.
- (D) The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
- (E) In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.
- (F) The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

## ENQUIRIES

### 1. BOUNDARIES AND EXTENT

1.1 In respect of all walls, fences, ditches, hedges or other features (**Boundary Features**) that form the physical boundaries of the Property:

- (a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the Boundary Features; and

No

- (b) have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

No,

To whom do the Boundary Features belong if they do not lie wholly within the Property?

The SE boundary of No 27, the NW boundary of No 31 and the rear boundaries of Nos 27-31 would appear to be party walls though party of the wall bounding the rear of 31 may not be a party wall.

1.2 In relation to each of the Boundary Features:

- (a) have you maintained it or regarded it as your responsibility;

The front walls abutting Neal Street, but the repair obligation is with the individual tenants

- (b) has someone else maintained it or regarded it as their responsibility; or

See 1 above

- (c) have you treated it as a party structure or jointly repaired or maintained it with someone else?

See 1 above

1.3 Please supply a copy of any agreement for the maintenance of any of the Boundary Features.

None

1.4 Please supply a plan showing any parts of the Property that are situated beneath or above adjoining premises, roads or footpaths and supply copies of any relevant licences for projections.

Please see the plans to the Leases of the ground floor and basement of each address

- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

None occupied or used as such but the Seller owns premises at 69 Neal Street and 1/1A and 3 Monmouth Street

- 1.6 If the answer to enquiry 1.6 is 'yes', please:

- (a) provide a plan showing the area occupied;

N/a

- (b) provide evidence of the basis of such occupation; and

N/a

- (c) state when such occupation commenced.

N/a

## 2. PARTY WALLS

In respect of any party structures which form part of the Property and also in respect of any works of the kind which require notices to be served under the Party Wall etc. Act 1996 (**1996 Act**) please:

- (a) confirm that there have been no breaches of the 1996 Act or any earlier legislation governing party structures;

The Sellers are not aware of any

- (b) supply copies of any notices, counter notices, awards and agreements relating to party structures, whether made under the 1996 Act or otherwise; and

The Sellers are aware of the following Party wall awards

1. a Party Wall award in Of 10<sup>th</sup> February 191983 in respect of the wall between 31 and 33 Neal Street

2. a Party Wall Award of 1<sup>st</sup> March 1983 in respect of the wall between 27 and 29 Neal Street

but subject to that there are none of which the Sellers are aware Copy of the 2 Party Wall Awards and Plans are supplied.



- (c) confirm that there have been no breaches of any of the terms, notices, counternotices, awards or agreements.

Not known

### **3. RIGHTS BENEFITING THE PROPERTY**

- 3.1 Unless apparent from the copy documents supplied, are there any covenants, agreements, rights or informal arrangements of any kind (including any which you may be in the course of acquiring) which benefit the Property (Rights)?

The Sellers are not aware of any other than those contained or referred to in the Title Entries, copy Lease supplied or other documents disclosed

- 3.2 In respect of any Rights benefiting the Property, and unless apparent from the copy documents supplied, please:

- (a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents;
- (b) if the Right is not formally documented, supply evidence as to entitlement together with a plan showing the area over which the Right is exercised;
- (c) state to what extent any Rights are exercised, whether they are shared and if so by whom;
- (d) state whether they can be terminated and, if so, by whom;
- (e) state who owns and/or occupies the land over which any Rights are exercisable;
- (f) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights;
- (g) give details of any interference with any Rights, whether past, current or threatened; and
- (h) confirm that all terms and conditions relating to the exercise of any Rights have been complied with or, if they have not, give details.

The Sellers are not aware of any such documents

- 3.3 Have you (or, to your knowledge, has any predecessor in title):

- (a) registered against any other titles at the Land Registry any unilateral notices to protect the priority of any of the Rights revealed in response to enquiry 3.1; or

The Sellers have not done so

- (b) registered any cautions against first registration in respect of any of the Rights revealed in response to enquiry 3.1?

The Sellers have not done so

#### **4. ADVERSE RIGHTS AFFECTING THE PROPERTY**

- 4.1 Unless apparent from the copy documents supplied, are there any covenants, restrictions, agreements, rights or informal arrangements of any kind to which the Property is subject (whether public or private and whether existing or in the course of acquisition) (**Adverse Rights**)?

The Sellers are not aware of any other than those contained or referred to in the Title Entries, copy Lease supplied or other documents disclosed

- 4.2 In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy documents supplied, please:

- (a) give full details and supply copies of all relevant documents, plans and consents;
- (b) state to what extent any Adverse Rights have been exercised;
- (c) state who has the benefit of any Adverse Rights;
- (d) state whether any Adverse Rights can be terminated and, if so, by whom;
- (e) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Adverse Rights; and
- (f) confirm that all terms and conditions relating to the exercise of any Adverse Rights have been complied with or, if they have not, give details.

See response to 4.1 above

- 4.3 Unless apparent from the copy documents supplied, does any person use any part of the Property with or without your permission?

Not so far as the Sellers are aware, save for the tenants of the differing parts of the Property

- 4.4 Have you, or to your knowledge has anyone else, applied to have any restrictive covenant affecting the Property modified or discharged?

The Sellers have not and are not aware of any of their predecessors in title having so done

- 4.5 Unless full details appear from the copy documents already supplied, please supply details of any interests to which the Property is subject under Schedules 1, 3 or 12 to the Land Registration Act 2002.

The Sellers are not aware of any save as disclosed

- 4.6 For the purposes of Part I of the Countryside and Rights of Way Act 2000:

- (a) is the Property 'access land' within the meaning of section 1(1) of that Act;

No

- (b) if the answer to 4.6(a) is 'no', are you aware of anything that might result in the Property becoming 'access land'; and

No

- (c) if the answer to enquiry 4.6(a) is 'yes', are there any exclusions or restrictions in force under Chapter II of Part I of the Countryside and Rights of Way Act 2000?

N/a

- 4.7 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

Not to the Sellers' knowledge

## **5. TITLE POLICIES**

- 5.1 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed?

The Seller have not applied for any such policy

- 5.2 If insurance cover has been obtained, please:

- (a) supply copies of all policy documents including the proposal form;
- (b) confirm that the conditions of all such policies have been complied with; and
- (c) give details of any claims made and supply copies of all relevant correspondence and documents.

N/a

- 5.3 If insurance cover has been refused, please give details and supply copies of all relevant correspondence and documents.

N/a

## **6. ACCESS TO NEIGHBOURING LAND**

- 6.1 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them?

No request has been made of the Sellers

If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992 (1992 Act).

N/a

- 6.2 Have you or, to your knowledge, has any previous owner or occupier of the Property ever requested or been allowed or been refused access to neighbouring premises to carry out repairs, alterations or other works to the Property or the Conduits serving it? If so, please give details, including copies of any access orders granted under the 1992 Act.

Not to the knowledge of the Sellers, though it is possible that a tenant may have made such a request on a formal or informal basis without consultation with the Sellers

## **7. ACCESS TO AND FROM THE PROPERTY**

- 7.1 Does the boundary of the Property (or, if applicable, the Development) immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?

The front of the property abuts directly onto Neal Street so far as the Sellers are aware

- 7.2 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details.

Not so far as the Sellers are aware

## **8. PHYSICAL CONDITION**

- 8.1 If the Property has been affected by any of the following, please supply details:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, any fungal or other infection or any infestation; or

- (e) flooding.

The Sellers do not have a repairing obligation and so it is possible that any such matters will be known to their tenants with that repairing obligation. In any event the Buyer should make and rely on its own inspection and survey to establish the condition of the Property Please note the Deed of Indemnity given on 30<sup>th</sup> April 1984 in respect of 31 Neal Street

- 8.2 Has asbestos been used in the present structures forming part of the Property or of any premises of which the Property forms part, including Conduits, fixtures, plant and equipment?

The Sellers are not aware of such use and are not, to their knowledge, duty holders under the regulations

- 8.3 Please supply a copy of the most recent survey or assessment carried out in relation to the Property (whether by the Seller or by any other person) for the purposes of complying with regulation 4 of the Control of Asbestos Regulations 2006 or regulation 4 of the Control of Asbestos at Work Regulations 2002, or advise us when and where it can be inspected.

We have none as the tenants have the responsibility of complying with these requirements.

- 8.4 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part, or advise us when and where they can be inspected.

The Seller has not been required to produce such a plan

- 8.5 Has any substance (other than asbestos) known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in the present structures forming part of the Property, including Conduits, fixtures, plant and equipment?

The Sellers are not aware of such use

- 8.6 Has any asbestos or other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been removed from the Property in the past?

The Sellers are not aware of such removal

- 8.7 Please identify:

- (a) any buildings
- (b) any extensions or major alterations to existing buildings, and
- (c) any other major engineering works

which have been erected, made or carried out at the Property within the last 12 years.

The Sellers are not aware of any such constructions or building works. However please note the indemnity referred to above in respect of 31 Neal Street.

- 8.8 In respect of anything identified in reply to enquiry 8.7, please supply copies of any subsisting guarantees, warranties and insurance policies.

N/a

- 8.9 In respect of all Conduits, fixtures, plant or equipment which will remain part of the Property or which will serve the Property after completion of the Transaction:

- (a) please confirm that they have been regularly tested and maintained;

The individual parts of the premises are let on full repairing leases or on lease where the Landlord does not have an express repairing obligation. The Landlord does not have information as to such actions by the tenant

- (b) please confirm that, so far as you are aware, there are no items requiring significant expenditure within the next three years;

The repairing obligation is on the seller's tenants

- (c) please supply a copy of the most recent maintenance report relating to each of them;

The Sellers do not have any such reports

- (d) please supply copies of any subsisting guarantees, warranties and insurance policies.

There are none to which the Sellers to their knowledge are entitled

- 8.10 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.8 and 8.9, please confirm that:

- (a) all the terms have been complied with;
- (b) there have been no claims made under any of them, whether or not those claims are current or have been settled; and
- (c) there are no apparent defects in respect of which a claim might arise under them.

N/A

## **9. CONTENTS**

- 9.1 Please list any items which are currently attached to the structure of the Property in some way (e.g. wired, plumbed, bolted) and which you propose removing from the Property prior to completion of the Transaction.

None

- 9.2 Please list any items (other than those belonging to an occupational tenant) that are not attached to the structure of the Property, and which you propose leaving at the Property after completion of the Transaction.

None so far as Sellers are aware

- 9.3 In respect of each item listed in reply to enquiry 9.2, please:

- (a) confirm that the item is included in the purchase price agreed for the Transaction;
- (b) confirm that the item belongs to you free from any claim by any other party; and
- (c) supply copies of any subsisting certificates, guarantees and warranties relating to it.

N/A

- 9.4 Please list any item that will remain at the Property after completion but which belongs to any third party other than an occupational tenant (e.g. meters).

Any Landlords' fixtures and fittings are part of the relevant lettings and any statutory undertakers meters and equipment

## **10. UTILITIES AND SERVICES**

- 10.1 Please provide details of the utilities and other services connected to or serving the Property.

Water, gas, electricity, telephone and sewerage service are available and are all believed to be connected

- 10.2 In respect of each utility or service listed in reply to enquiry 10.1, please state:

- (a) whether the connection is direct to a mains supply;
- (b) whether the connection is metered and if so whether the meter is on the Property and relates only to your use in relation to the Property;

- (c) who makes the supply; and
- (d) whether the Conduits run directly from a highway maintainable at public expense to the Property without passing through, under or over any other land.

The Sellers, not occupying any of the Property, have no details

10.3 Please provide details of any supply contracts and any other relevant documents.

The Sellers, not occupying any of the Property, have no details

10.4 Please provide details of any contracts for the supply of services carried out at the Property (e.g. security or cleaning).

None by the Sellers

## 11. FIRE AND MEANS OF ESCAPE

*In this Enquiry, **Fire Safety Order 2005** means the Regulatory Reform (Fire Safety) Order 2005 and any regulations made under it.*

- 11.1 Please advise us where we may inspect any records in relation to the Property, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of the Property.
- 11.2 Please advise us where we may inspect any records in relation to any premises within any building of which the Property comprises part, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of any such premises.
- 11.3 Please provide details of any steps taken in relation to the Property to co-operate with any other people and to co-ordinate measures to comply with the Fire Safety Order 2005.
- 11.4 What are the current means of escape from the Property in case of emergency?
- 11.5 If any current means of emergency escape from the Property passes over any land other than the Property or a public highway please:
  - (a) provide copies of any agreements that authorise such use;
  - (b) confirm that all conditions in any such agreements have been complied with; and
  - (c) provide details of anything that has occurred that may lead to any agreement for means of escape being revoked, terminated or not renewed.

The purchaser should rely on their own site visit in respect of these regulations as we do not believe these properties fall within this category.



## 12. PLANNING AND BUILDING REGULATIONS

- 12.1 Please supply a copy of any planning permission, approval of reserved matters, building regulations approval, building regulations completion certificate, listed building consent and conservation area consent which relates to the Property, and of any consent for the display of advertisements at or from the Property (each a **Consent**).

### 27 Neal Street

Our records reveal that following consents:

1. 20/11/1968 use of ground floor as a restaurant (conditional permission)
2. 05/03/1969 use for limited time of ground floor as a glass studio (conditional permission)
3. 28/02/1978 use of basement and ground floor as a sandwich bar.
4. 03/12/1987 construction of 4<sup>th</sup> Floor (conditional permission) (copy attached)
5. 03/12/1987 LBC for fourth floor etc (conditional permission) (copy attached)

The seller's records may be incomplete and the buyer must rely on its searches and enquiries of the Local Authority.

### 29/31 Neal Street

6. 14/06/1983 Conversion to form 4 units at upper floors of 29/32 Neal Street (conditional permission)
7. 14/06/1987 LBC for above (conditional permission)

Other than the documents Listed above (and the Sellers do not have copies of 1-3) there are no such consent with the Title Deeds

- 12.2 In respect of any Consents disclosed, please identify:

- (a) those which have been implemented and if so, indicate whether fully or partially;
- (b) those which authorise existing uses and buildings; and
- (c) those which have not yet been implemented but are still capable of implementation.

Consent 4-7 are believed to have been implemented.

- 12.3 Please supply a copy of any of the following certificates (each a **Certificate**) which relate to the Property:

- (a) established use certificate;
- (b) certificate of lawfulness of existing use or development; and
- (c) certificate of lawfulness of proposed use or development.

None to the knowledge of the Sellers

12.4 How are the existing buildings on the Property authorised if not by a Consent or a Certificate?

All are pre-1948

12.5 How is the existing use of the Property authorised if not by a Consent or a Certificate?

Pre 1948 uses of residential on upper parts and A1. 31 Had consent for A3 and glassblowing but it appears change from A3 to A1 in respect of 31 Neal Street. and (at 31) A3 on ground and basement floors

12.6 What is the existing use of the Property, when did it start and has it been continuous since? If there is more than one existing use please specify each use and indicate which are main and which are ancillary, and when each use started.

Existing ground floor and basement use of 27, and 29 is A1 and of 31 is A3.

Upper Parts are individual residential units of whole at 29, three units at 31 and understood to be one unit at 27.

Save as is apparent from any planning consent disclosed Sellers are not aware of exact date of commencement of each use is not known to the Sellers.

12.7 Where the Property is not listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide details of any building works, demolition, mining or other engineering works that have taken place at the Property within the past ten years, and confirm that all necessary Consents were obtained for them.

No works carried out by the Sellers.

12.8 Where the Property is listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide:

- (a) a copy of the listing particulars where available; and
- (b) details of any building works, demolition, mining or other engineering works that have taken place at the Property since the date when the Property was listed, and confirm that all necessary Consents were obtained for them.

The Property is listed and within a Conservation Area. Please obtain any further information you require from the Local Authority

- 12.9 Have there been any actual or alleged breaches of the conditions and limitations and other terms in any Consents or Certificates?

As to the basement of 27 Neal Street the Planning Authority issued an Enforcement Notice in respect of the failure to cease such on the expiry of a time limited permission permitting such use.

- 12.10 Is any Consent or Certificate the subject of a challenge in the courts either by way of judicial review or statutory proceedings? If not, is a challenge expected?

Not to the knowledge of the Sellers

- 12.11 Please provide details of any application for a Consent or a Certificate which:

- (a) has been made but not yet decided;
- (b) has been refused or withdrawn; or
- (c) is the subject of an outstanding appeal.

None to the knowledge of the Sellers

- 12.12 If there is any existing outline planning permission relating to the Property or other planning permission with conditions which need to be satisfied in order for development to proceed, what has been done to obtain approval of reserved matters and/or satisfaction of those conditions?

The Sellers are not aware of any

- 12.13 Please supply a copy of any letters or notices under planning legislation which have been given or received in relation to the Property.

None to the knowledge of the Sellers but in the early 1980's the Camden Council gave housing notices in respect of certain upper parts at Neal Street and London Street. Subsequently the upper parts were subject to the grant of long leases on 3<sup>rd</sup> December 1981 to developers who refurbished and developed the upper parts.

### **13. STATUTORY AGREEMENTS AND INFRASTRUCTURE**

- 13.1 In relation to any agreements affecting the Property that have been entered into with any planning, highway or other public authority or utilities provider:

- (a) please supply details;
- (b) confirm that there are no breaches of any of their terms; and
- (c) confirm that there are no outstanding obligations under them.

No such agreements by the Sellers or to their knowledge and belief by their predecessors in title to the freehold interest

- 13.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

Not the knowledge of the Sellers

- 13.3 Are there any proposals relating to planning, compulsory purchase powers, infrastructure (including parking, public transport schemes, road schemes and traffic regulation) or environmental health which, if implemented, would affect the continued use of the Property for its present purposes?

The Sellers are not aware but they cannot give an warranties in this respect to your clients who are extremely familiar with this area and who should therefore rely on their own knowledge and enquiries and the results of any searches and enquiries.

- 13.4 Is there anything affecting the Property that is capable of being registered on the local land charges register but that is not registered?

The Sellers are not aware but they cannot give an warranties in this respect to your clients who are extremely familiar with this area and who should therefore rely on their own knowledge and enquiries and the results of any searches and enquiries.

- 13.5 Please confirm that the Property is not subject to any charge or notice remaining to be complied with.

The Sellers are not aware but they cannot give an warranties in this respect to your clients who are extremely familiar with this area and who should therefore rely on their own knowledge and enquiries and the results of any searches and enquiries.

- 13.6 Please supply details of any grant made or claimed in respect of the Property, including any circumstances in which any grant may have to be repaid.

The Sellers are not aware but they cannot give an warranties in this respect to your clients who are extremely familiar with this area and who should therefore rely on their own knowledge and enquiries and the results of any searches and enquiries.

- 13.7 Please supply details of any compensation paid or claimed in respect of the Property under any planning legislation or following the exercise of compulsory purchase powers.

The Sellers are not aware but they cannot give an warranties in this respect to your clients who are extremely familiar with this area and who should therefore rely on their own knowledge and enquiries and the results of any searches and enquiries.

## 14. STATUTORY AND OTHER REQUIREMENTS

- 14.1 Are you aware of any breach of, alleged breach of or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it?

The Sellers are not aware but they cannot give an warranties in this respect and the responsibility for the conduct of the various parts of the premises lies with individual tenants who are governed by the terms of the Leases disclosed

- 14.2 Please give details of any notices that require works to be carried out to the Property under any statute, covenant, agreement or otherwise and state to what extent these notices have been complied with.

The Sellers are not aware but they cannot give an warranties in this respect and the responsibility for the conduct of the various parts of the premises lies with individual tenants who are governed by the terms of the Leases disclosed

- 14.3 Other than any already supplied, please provide details of any licences or consents required to authorise any activities currently carried out at the Property, including any required under local legislation (e.g. London Building Act).

The Sellers are not aware but they cannot give an warranties in this respect and the responsibility for the conduct of the various parts of the premises lies with individual tenants who are governed by the terms of the Leases disclosed

- 14.4 Are you aware, in relation to the Property, of any breach or alleged breach of either the Construction (Design and Management) Regulations 1994 or of the Construction (Design and Management) Regulations 2007?

The Sellers are not aware but they cannot give an warranties in this respect and the responsibility for the conduct of the various parts of the premises lies with individual tenants who are governed by the terms of the Leases disclosed

- 14.5 Has a Health and Safety File been prepared for the Property? If so please:

- (a) confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 2007 or with the Construction (Design and Management) Regulations 1994;
- (b) advise when and where it can be inspected; and
- (c) confirm that the original will be handed over on completion.

The Sellers have had no cause to prepare such a file

## 15. ENVIRONMENTAL

- 15.1 Please supply a copy of all environmental reports that have been prepared in relation to the Property or indicate where such reports may be inspected.

The Sellers have not commissioned any such reports and do not have access to any that might have been commissioned by individual tenants. The buyer must commission its own report if it requires one.

- 15.2 Please supply:

- (a) a copy of all licences and authorisations given in relation to the Property under environmental law and confirm that the terms of all such licences and authorisations have been complied with; and
- (b) details of any licences and authorisations for which application has been made but that have not yet been given.

The Sellers do not have any of these

- 15.3 What (if any) authorisations are required under environmental law for activities currently carried out or processes occurring at the Property, including storage of materials, water abstraction, discharges to sewers or controlled waters, emissions to air and the management of waste?

The Buyer will have to establish this from its own enquiries

- 15.4 Please give details (so far as the Seller is aware) of:

- (a) past and present uses of the Property and of activities carried out there; and

27 and 29 Have been used for purposes within Class A1 since 1948 and 31 has been used for A3 purposes since prior to 1980 . Prior to that the sellers cannot provide much further assistance. Similarly the upper parts have been residential in character.

- (b) the existence of any hazardous substances or contaminative or potentially contaminative material in, on or under the Property, including asbestos or asbestos-containing materials, any known deposits of waste, existing or past storage areas for hazardous or radioactive substances, existing or former storage tanks (whether below or above ground) and any parts of the Property that are or were landfill.

As mentioned elsewhere the Sellers are not aware of such matters.

- 15.5 Please provide full details of any notices, correspondence, legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems that affect the Property, or which have affected the Property

within the last ten years, including any communications relating to the actual or possible presence of contamination at or near the Property.

The Sellers are not aware of any

- 15.6 Please provide full details of how any forms of waste or effluent from the Property (including surface water) are disposed of, including copies of any relevant consents, agreements and correspondence.

The Sellers are not aware of such matters

- 15.7 Please give details of any actual, alleged or potential breaches of environmental law or licences or authorisations and any other environmental problems (including actual or suspected contamination) relating to:

- (a) the Property; or
- (b) land in the vicinity of the Property that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property.

The Sellers are not aware of any such actual alleged or potential breaches and the buyer must rely exclusively on its own inspections enquiries and searches.

- 15.8 Please provide copies of any insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the Property. If such insurance cover has at any time been applied for and refused, please provide full details.

None

## **16. OCCUPIERS AND EMPLOYEES**

- 16.1 Please give the names of anyone in actual occupation of the Property or receiving income from it. Except where apparent from the title deeds, please explain what rights or interests they have in the Property.

To the Sellers knowledge the only occupiers of any parts of the Property are the tenants under the leases of the constituent parts and their licensees.

- 16.2 Except where apparent from the title deeds or revealed in reply to enquiry 16.1, please state whether any person, apart from you, has or claims to have any right (actual or contingent) to use or occupy the Property or any right to possession of the Property or to any interest in it.

The tenants have the rights granted by the Leases under which they hold constituent parts of the Property.

16.3 If the Property is vacant, when did it become vacant?

No

16.4 Is there anyone to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 will or might apply, who is:

- (a) employed at the Property by you; or
- (b) employed at the Property by someone other than you; or
- (c) is otherwise working at or is providing services at or to the Property?

The Sellers do not use the Property for any business or other purposes and have no employees there who might be affected by TUPE. The individual tenant may have employees but it is not believed that the sale will affect them.

16.5 In respect of each person identified in reply to enquiry 16.4, please provide copies of the current contract of employment, any other contractual documentation and (if applicable) any service occupancy agreement for resident employees.

N/a

## **17. INSURANCE**

17.1 Have you experienced any difficulty in obtaining insurance cover (including cover for public liability and, where relevant, for loss of rent) for the Property at normal rates and subject only to normal exclusions and excesses?

No

17.2 Please give details of the claims history and any outstanding claims.

There have been no claims for the past three years.

17.3 Is there any insurance benefiting the Property, other than buildings insurance and any policy disclosed in reply to enquiry 5.1 (defect in title) or 15.8 (environmental insurance)?

No

17.4 If an existing buildings insurance policy will remain in place after completion of the Transaction, or is to be relied on by the Buyer until completion, please supply a copy of the policy including the proposal form (if available) and schedule of insurance cover and (where not shown on the schedule) provide the following information:

- (a) the insurer's name and address;
- (b) the policy number;



- (c) the risks covered and the exclusions and the excesses payable;
- (d) the sums insured (showing separately, where applicable, the sums for buildings, plant and machinery, professionals' fees, loss of rent and public liability);
- (e) the name(s) of the insured(s) and of all other persons whose interests are (or will be) noted on the policy;
- (f) the current premium;
- (g) the next renewal date;
- (h) the name and address of the brokers; and
- (i) details of any separate terrorism insurance arrangements.

The Policy will be cancelled with effect from completion and any refund allowed to offset the apportioned cost of the new policy effected by your client.

- 17.5 Please confirm that all premiums have been paid that are required to maintain the cover referred to in enquiry 17.4 up to the next renewal date following the date of the Seller's replies to these enquiries.

Confirmed

- 17.6 Please provide details of any circumstances that may make the policy referred to in the reply to enquiry 17.4 void or voidable.

None known to the Sellers

## **18. RATES AND OTHER OUTGOINGS**

- 18.1 What is the rateable value of the Property?

Rates and Council tax are a charge on the occupiers. Please obtain this information from the Rating Authority as the Sellers do not have it.

- 18.2 Please confirm that the Property is not assessed together with other premises or, if it is, please give details.

It is believed that there will be separate assessment in respect of the ground floors and the upper floors of each of 27, 29 and 31 Neal Street.

- 18.3 Please provide copies of any communications received in connection with:

- (a) the latest rating revaluation and any returns made; and
- (b) any proposal or pending appeal.

The Sellers do not have these.

18.4 Please give details of:

- (a) any works carried out to, or any change of use of, the Property that may cause the rateable value to be revised; and
- (b) any application made for the rateable value to be revised.

The Sellers do not know but it is believed that no alterations have been carried out during their period of ownership

18.5 In the current year what is payable in respect of the Property for:

- (a) uniform business rates; and
- (b) water rates, sewerage and drainage rates?

Please enquire of the Local Authority

18.6 Have you made any claim for void period allowance or for exemption from liability for business rates? If so, please give details.

The Sellers have not done so

18.7 Is the Property the subject of transitional charging arrangements? If so, please give details.

The Sellers do not know

18.8 Except where apparent from the title deeds, please give details of all outgoing (other than business, water, sewerage and drainage rates) payable by the owner or occupier of the Property, and confirm that all payments due to date have been made.

None so far as Sellers are aware

18.9 Is the Property situated within an area subject to a Business Improvement District (**BID**) arrangement?

The Sellers do not know

18.10 If the Property is within an area subject to a BID arrangement, please provide the following:

- (a) the name and address of the BID body;
- (b) the amount of the levy payable in respect of the Property; and
- (c) details of any arrangements under which you may be liable to contribute to the funding of the BID if you are not the rateable occupier.

N/a

- 18.11 If the Property is not within an area subject to a BID arrangement, are you aware of any proposal to create a BID that will include the Property?

The Sellers are not aware of any

## **19. CAPITAL ALLOWANCES**

- 19.1 Do you hold the Property as an investor (i.e. on capital account) or as a trader as part of your trading stock?

Investor

- 19.2 Does the Property form part of an area either currently or formerly designated as an enterprise zone? If so, when was the area designated? Please supply details of any claims made for capital allowances on an enterprise zone building forming part of the Property.

The Sellers are not aware that it is

- 19.3 Have you or any other person claimed (or is any person entitled to claim) industrial building allowances on the Property? If so, please provide the following details in relation to all expenditure on the original construction of the Property and on any alteration to it (and where items of expenditure have been incurred at different times, please provide the details in respect of each separate amount of expenditure incurred):

- (a) the relevant interest (within the meaning of section 286 of the Capital Allowances Act 2001 (CAA 2001));
- (b) the amount of expenditure;
- (c) the date when the expenditure was incurred;
- (d) the date of first use;
- (e) the name of any current tenant;
- (f) the use made of the building by current and previous occupiers (with dates);
- (g) any periods of non-qualifying use;
- (h) the value of the claim;
- (i) the residue of qualifying expenditure;
- (j) the value of any balancing allowance;
- (k) the value of any balancing charge; and

- (l) whether any expenditure was incurred by a trader holding the Property as part of its trading stock.

The Sellers have not made such a claim

- 19.4 Have you or any other person claimed (or, in relation to any period prior to completion, will any person claim) research and development or scientific research allowances in respect of the Property or any other asset to be included in the Transaction?

No

- 19.5 Has HM Revenue & Customs accepted, or has the Seller or any person connected to the Seller (within the meaning of section 839 of the Income and Corporation Taxes Act 1988 or section 993 of the Income Tax Act 2007 (ITA 2007)) submitted to HM Revenue & Customs, any claim for capital allowances in respect of any item of plant or machinery installed in or fixed to the Property so as to become, in law, a fixture (a **Fixture**) to be included in the Transaction? If so, for each such claim please state:

- (a) the date the Fixture was acquired;
- (b) whether the claim was in respect of Fixtures installed by the Seller or already installed by a previous owner;
- (c) the value of the claim; and
- (d) the proposed disposal value.

No

- 19.6 If the Seller or any person connected to the Seller (within the meaning of section 839 of the Income and Corporation Taxes Act 1988 or section 993 of the ITA 2007), has not submitted a claim to HM Revenue & Customs for capital allowances in respect of any Fixtures to be included in the Transaction, will the Seller be willing to agree in the contract not to make such a claim?

No

- 19.7 If the Seller acquired the Property on or after 24 July 1996, is the Seller aware of any claims for capital allowances in respect of any Fixtures to be included in the Transaction accepted or submitted to HM Revenue & Customs by a previous owner? If so, for each such prior claim please state:

- (a) the date the Fixture was acquired by the previous owner;
- (b) the name of the previous owner;
- (c) whether the claim was in respect of Fixtures installed by the previous owner or already installed by a prior owner;
- (d) the value of the claim; and

(e) the disposal value.

This is not believed to be applicable

- 19.8 Have any of the Fixtures included in the Transaction been included in an election either under section 198 or section 199 of the CAA 2001 or section 59B of the Capital Allowances Act 1990? If so, please provide a copy of such election notice(s).

N/a

- 19.9 If requested by us, will you enter into an agreement with us to make an election under section 198 or section 199 of the CAA 2001?

N/a

- 19.10 Have you or any predecessor in title made a contribution to another person's expenditure which is either expenditure on or relating to the Property on which industrial building allowances are available or expenditure on any fixed plant or machinery installed in the Property? If so, please provide details.

No

- 19.11 Please provide details of any plant or machinery that is not a Fixture but is included in the Transaction.

None

- 19.12 Please confirm that none of the plant and machinery (whether or not a Fixture) included in the Transaction has been or is likely to be treated as a long-life asset in accordance with Part 2, Chapter 10 CAA 2001.

The Sellers do not believe that in relation to the freehold interest being sold, that this is the case.

- 19.13 Please provide details of any Fixtures upon which expenditure has been incurred by a tenant or that are subject to an equipment lease.

We are not aware of any.

- 19.14 Where the Transaction is the grant of a lease:

- (a) if requested, will you make a joint election with us under section 290 of the CAA 2001 in respect of the Transaction; and
- (b) if requested, will you make a joint election with us under section 183 of the CAA 2001 enabling us to claim capital allowances on fixed plant or machinery installed in the Property and included in the Transaction?

N/A

## **20. VALUE ADDED TAX (VAT) REGISTRATION INFORMATION**

20.1 Are you registered for VAT?

No

20.2 If so, please provide details of your VAT registration number.

N/A

20.3 If you are registered as part of a VAT group, please provide the name of the representative member.

N/A

## **21. TRANSFER OF A BUSINESS AS A GOING CONCERN (TOGC)**

21.1 Do you expect the Transaction to be treated as a TOGC and so to be outside the scope of VAT?

No

*If you answered no, please go to enquiry 22 below; otherwise please answer enquiries 21.2 – 21.5 below.*

21.2 Why do you think TOGC treatment will apply?

21.3 Are there any factors (other than those solely within our control) that may affect the availability of this treatment?

21.4 Is the Transaction partly within and partly outside the scope of VAT (being a TOGC)? If so, how do you propose to apportion the price between the two elements?

21.5 Is the Property a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following:

- (a) the start date of the adjustment period and of any intervals that have started or will start before completion of the Transaction;
- (b) the original deductible percentage;
- (c) the total input tax attributable to the Property (whether or not recoverable) that is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax that has been recovered by you, or by anyone previously responsible for making adjustments during the current period of adjustment; and
- (d) details of any adjustment of the input tax recovered in relation to the Property by you or anyone previously responsible for making adjustments.

## 22. OTHER VAT TREATMENT

If and to the extent that the Transaction may not be a TOGC (however unlikely this may be) or TOGC status is not available, will the Transaction (or any part of it) be treated for VAT purposes as:

- (a) standard-rated (*if yes, please go to enquiry 23 below*); No
- (b) exempt (*if yes, please go to enquiry 24 below*); YES
- (c) zero-rated (*if yes, please go to enquiry 25 below*); or No
- (d) outside the scope of VAT (*other than by reason of being a TOGC*)? (*if yes, please go to enquiry 26 below*).YES

## 23. STANDARD-RATED SUPPLIES

23.1 Why do you think that the Transaction (or any part of it) is standard-rated?

23.2 If the Transaction (or any part of it) is compulsorily standard-rated (as the freehold sale of a new or uncompleted building or civil engineering work), please state:

- (a) the date of the certificate of practical completion of the Property (or each relevant part);
- (b) if different, the date on which it was first fully occupied; and
- (c) whether the Property (or any part of it) is not yet completed.

23.3 Has an election to waive the exemption from VAT been made in respect of, or which affects, the Property by you or any relevant associate within the meaning of paragraph 3(7) Schedule 10 to the Value Added Tax Act 1994? If so, please:

- (a) supply a copy of the election and the notice of election given to HM Revenue & Customs and any notices and correspondence received from HM Revenue & Customs in relation to the election;
- (b) supply a copy of any permission required from HM Revenue & Customs for the election or, where relevant, details of any automatic permission relied upon, and provide confirmation that any conditions for such permission have been satisfied; and
- (c) confirm that the election applies to the whole of the Property and has not been and cannot be disapplied or rendered ineffective for any reason and cannot or will not be revoked.

23.4 Where the Transaction is the assignment of a lease, has the landlord or any relevant associate (as above) made an election to waive the exemption from VAT in respect of the Lease?

*Unless you also answered yes to enquiry 22 (b), (c) or (d), please now go to enquiry 27.*

## **24. EXEMPT SUPPLIES**

24.1 Why do you think the Transaction (or any part of it) will be exempt?

Because the premises are not currently opted to tax and do not fall within a category liable to VAT

24.2 Does the Transaction involve both standard-rated and exempt supplies? If so, how do you propose to apportion the price between the two elements?

N/A

*Unless you also answered yes to enquiry 22(c) or (d), please now go to enquiry 27.*

## **25. ZERO-RATED SUPPLIES**

25.1 Why do you think that the Transaction (or any part of it) is zero-rated?

25.2 Does the Transaction involve both standard-rated and zero-rated supplies? If so, how do you propose to apportion the price between the two elements?

*Unless you also answered yes to enquiry 22(d), please now go to enquiry 27.*

## **26. TRANSACTIONS OUTSIDE THE SCOPE OF VAT (OTHER THAN TOGCs)**

26.1 Why do you think that the Transaction (or any part of it) is outside the scope of VAT?

See 24.1 above

26.2 Is the Transaction partly within and partly outside the scope of VAT (other than by reason of being a TOGC)? If so, how do you propose to apportion the price between the two elements?

N/A

## **27. NOTICES**

27.1 Except where details have already been given elsewhere in replies to these enquiries, please supply copies of all notices and any subsequent correspondence that affect the Property or any neighbouring property and have been given or received by you or (to your knowledge) by any previous owner, tenant or occupier of the Property.

The Sellers have not received any such notices. Please rely on the results of your Local Search to reveal any statutory notices, though it is not believed that the search will



reveal any. The Sellers have given Notice under the L & T Act 1987 in respect of the proposed sale of the Property

- 27.2 Are you expecting to give or to receive any notice affecting the Property or any neighbouring property?

None, other than counter notices under Part 1 of the L & T Act 1987 and any that might be served by business tenants.

## **28. DISPUTES**

Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints that are currently outstanding, likely or have arisen in the past and that:

- (a) relate to the Property or to any rights enjoyed with the Property or to which the Property is subject; or

None to the knowledge of the Sellers

- (b) affect the Property but relate to property near the Property or any rights enjoyed by such neighbouring property or to which such neighbouring property is subject.

None to the knowledge of the Sellers

## **29. STAMP DUTY LAND TAX ON ASSIGNMENT OF A LEASE**

*In this enquiry, Lease has the same meaning as in CPSE.4 ("the lease under which the Property is held and which is to be assigned by the Seller to the Buyer")*

- 29.1 If the grant of the Lease or any event since the grant of the Lease was a land transaction for Stamp Duty Land Tax purposes,

- (a) what was the date of the grant of the lease for Stamp Duty Land Tax purposes?
- (b) was the transaction notifiable?
- (c) if the transaction was notifiable, please provide a copy of each land transaction return made to HM Revenue & Customs and copy of each certificate issued by HM Revenue & Customs certifying that the transaction was notified to them;

- (d) if the transaction was not notifiable, please provide a copy of any self-certification certificate made on the grant of the lease or otherwise certify the effective date of the grant of the lease.

N/A

29.2 Is there a potential or outstanding obligation to make an additional land transaction return to HM Revenue & Customs as a result of any of the following occurring during the first five years from the date given in the answer to Enquiry 29.1(a):

- (a) the settlement or determination of any rent reviews or any other provision for varying the rent; or
- (b) the settlement or determination of any contingent, uncertain or unascertained rents?

If there is, please provide a full schedule of the rents payable and paid in each quarter since the date given in the answer to Enquiry 29.1(a).

N/A

29.3 If a premium was paid for the grant of the lease or any assignment of the lease to you

- (a) was the whole or any part of that premium contingent, uncertain or unascertained;
- (b) if it was, does the whole or any part of that premium remain contingent, uncertain or unascertained; and
- (c) have you made any application to HM Revenue & Customs to defer payment of Stamp Duty Land Tax on that contingent, uncertain or unascertained consideration?

N/A

29.4 Were any Stamp Duty Land Tax reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you, that would result in the assignment of the Lease by you being deemed to be the grant of a new Lease?

N/A

### **30. DEFERRED PAYMENTS OF STAMP DUTY LAND TAX**

30.1 If you have made any application to defer the payment of Stamp Duty Land Tax on any contingent, uncertain or unascertained consideration and you are seeking an indemnity from the buyer in respect of the deferred payment:

- (a) please provide a copy of the original land transaction return made to HM Revenue & Customs and a copy of the certificate issued by HM Revenue & Customs certifying that the transaction was notified to them;
- (b) please provide a copy of all correspondence with HM Revenue & Customs regarding the application to defer the payment of Stamp Duty Land Tax;
- (c) what is the amount of Stamp Duty Land Tax on which payment has been deferred;
- (d) when does the period of deferral end; and
- (e) has any event occurred that quantifies the amount of the contingent, uncertain or unascertained consideration that would impose an obligation on you to make a further land transaction return to HM Revenue & Customs?

N/A

### 31. COMMONHOLD

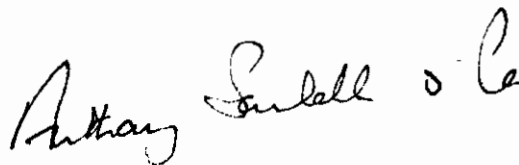
- 31.1 Does the Property include any land that is the subject of any application, or any proposed application, to the Land Registry for registration of a freehold estate in commonhold?

N/A

- 31.2 Have you consented or been asked to consent to the establishment of a freehold estate in commonhold that would include the Property or any part of the Property?

N/A

**THE REPLIES TO THESE ENQUIRIES IN THE FORM CPSE 2 HAVE BEEN PREPARED AFTER CONSIDERATION OF THE DOCUMENTS OF TITLE AND OTHER DOCUMENTS REFERRED TO IN THE REPLIES AND AFTER ENQUIRIES OF THE MANAGING AGENTS AND THE SELLERS. WHILST THE REPLIES ARE BELIEVED TO BE CORRECT THE ACCURACY CANNOT BE GUARANTEED. THE REPLIES ARE GIVEN WITHOUT LIABILITY OF THE PART OF THE SELLER'S SOLICITOR AND DO NOT OBVIATE THE NEED FOR THE BUYER TO MAKE AND RELY UPON FURTHER ENQUIRIES AND SEARCHES.**



(2)

**Anthony Sandall & Co**