

SPECIAL CONDITIONS

Lot Number :

Brief Description of the Lot

| | |
|----------------|-----------------------------------------------------------------|
| Postal Address | Portway Service Area, H5 Portway Milton Keynes MK9 3DZ |
|----------------|-----------------------------------------------------------------|

Name and Address of the Seller

| | |
|--------------------------------------------------|--------------------------------------------------------|
| Jayesh Muljibhai Gadhavi Mina Dipakbhai Jaria | Both of : 8 Hillview Avenue Harrow, Middlesex, HA3 OUR |
|--------------------------------------------------|--------------------------------------------------------|

Name, Address and Reference of the Seller's Solicitors

| | |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------|
| Name, Address and Reference | Sharpe & Co, Sherbourne House, 23-25 Northolt Road, South Harrow, Middx HA2 0LH Ref: 1/MA/07040/Gadhavi |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------|

Title

| | |
|-----------------------------------------------------------------|----------|
| [Freehold] Leasehold brief description of Terms of Lease] | Freehold |
|-----------------------------------------------------------------|----------|

Registered or Unregisterd?

| | |
|--------------------------------------------------------|-------------------------------------------------------------------------|
| Registered at with quality of title Title Number | Leicester District Land Registry Title Absolute BM 145976 |
|--------------------------------------------------------|-------------------------------------------------------------------------|

Title Guarantee

Full Title Guarantee

Deposit

10% of the price to be held as stakeholder.

Interest Rate

4% AIB BANK plc base rate from time to time

Agreed Completion Date

Date: 28 Days after the date of this contract

VAT

The seller has made a VAT election.

Insurance

The Tenant insures

Vacant or Let?

The sale is subject to the tenancy listed in the tenancy schedule.

Rights sold with the Lot

Those matters if any referred to in Title Number BM1145976

Exclusions from the sale

Those matters if any referred to in the Title Number BM 145976

Reservations to the Seller

None

What is the sale subject to

The matters set out in the General Conditions and the matters referred to in the registers of Title BM145967 and the documents listed in the Tenancy Schedule

Amendments to the General Conditions

None save as may be contained within the Special Conditions and Extra Special Conditions

Extra Special Conditions

See attached

Transfer

The prescribed form of transfer is annexed.

Capital Allowances

There are none.

Maintenance Agreement

There are no maintenance agreements

TUPE

There are no employees to which TUPE applies.

Environmental

General Condition 21 (Environmental) applies. The following reports have been supplied by The Seller: Landmark Search result dated 24th January 2007

The Seller has made available such reports as the Seller has to the environmental condition of The property and the Buyer has had the opportunity to carry out its own investigations (whether or not the Buyer has read the report or carried out any investigations itself) and the Buyer accepts that the price takes into account the environmental condition of the Property as the sale pursuant to Part IIA of the Environmental Protection Act 1990 and related statutory guidance

The Buyer accepts that pursuant to the terms and conditions herein contained the Buyer and not the Seller assumes responsibility for any remediation of pollution emanating from the Property as at the date of sale(irrespective of the cause of that pollution and whether it pre-existed the date of sale including the costs of any remediation required by a relevant regulator or otherwise or in respect of any third party claims and the Buyer shall indemnify the Seller in respect of all such liabilities howsoever arising

Warranties

The following warranties are to be assigned to or held in trust for the Buyer: None

TENANCY SCHEDULE

The Lot is sold subject to and with the benefit of the Tenancies listed below

| Property | Date | Original Landlord and Tenant | Current Tenant | Term | Current Rent |
|------------------------------------------------------------|------------|-----------------------------------------------------------------|---------------------------|--------------------------|--------------------|
| Retail store and Petrol Service Area Portway Milton Keynes | 05.02.2004 | Supermart (Milton Keynes) Limited and Somerfield Stores Limited | Somerfield Stores Limited | 15 years from 04.02.2004 | £150,000 per annum |

**Extra Special Conditions of Sale relating to Portway Service Station, H5,
Milton Keynes, Buckinghamshire**

1. The Sellers Solicitors are Messrs Sharpe and Co of Sherbourne House, 23-25 Northolt Road South Harrow Middlesex HA2 OLH (DX 37605 South Harrow) Telephone : 020 8423 7323 Fax : 020 8423 7616. Reference: 1/ma/07040/Gadhavi
2. Title to the property is registered at H.M.Land Registry with Title Absolute under Title Number BM145976 ("the property") and the Buyer having had the opportunity to inspect copies of the same shall be deemed to purchase with full knowledge whether or not such inspection has taken place and shall raise no requisitions or enquiries with regard to the same.
3. The Sellers sell with full title guarantee
4. The Standard Commercial Property Conditions (Second Edition 2) shall apply to this contract so far as they are applicable and are not varied by or inconsistent with the conditions contained in the special conditions and these conditions in which case the special conditions and these conditions shall prevail
5. The Sellers shall not be required to enter into an assurance of the property with any one other than the contracting buyer.
6. The Buyer hereby acknowledges that it has not entered into this contract in reliance upon any representation or statement whether written oral made by the Seller or those acting on their behalf.
7. The Buyers shall on completion pay to the Sellers in addition to the balance of the purchase price and any other sums payable under the terms of this contract the cost of the Local Authority Search, Water Search and Office Copies of the documents of title and a sum of £1500 plus vat as a contribution towards the Sellers costs
8. If the Buyer fails to complete on the contractual completion date and the Sellers Solicitors shall have served a Notice to Complete the Buyer shall in addition to all other sums payable by the Buyer under the terms of this contract pay to the Sellers Solicitors a sum of not less than £175 plus vat in respect of any additional work undertaken in the preparation of such Notice until completion shall take place.
9. The Buyers shall enter into an assurance of the property in the form available for inspection prior to the date hereof and shall be deemed to have done so and shall raise no enquires or requisitions or objections thereto and shall on completion pay to the Sellers Solicitors the cost of preparing the engrossments of the same in the sum of £75 plus vat