

SPECIAL CONDITIONS

4 COMER CRESCENT, WINDMILL AVENUE, SOUTHALL, MIDDLESEX

1. The Vendor's Solicitors are Messrs Berger Law of Suite 9 Stanmore, Towers, 8-14 Church Road, Stanmore, Middlesex HA7 4AW (Ref: RLB).
2. The property being sold is 4 Comer Crescent, Windmill Avenue, Southall, Middlesex UB2 4XD ("the property")
3. The Property is held under a Lease dated 4th July 1997 and made between (1) Opecrime Limited and (2) Surinder Kumar Tuli, Varsha Tuli, Raman Kumar Tuli, Rohin Kumar Tuli and Denton & Co. Trustees Limited and title to 3 Comer Crescent is registered at H M Land Registry under Title No AGL57427 and the Leases is subject to a Licence to Assign dated 8th August 1999 and made between (1) Opecrime Limited (2) Surinder Kumar Tuli, Varsha Tuli, Raman Kumar Tuli, Rohin Kumar Tuli and Denton & Co. Trustees Limited and (3) the Vendor (together hereafter referred to as "the Lease")
4. Title will be deduced in accordance with section 110 of the Land Registration Act 1925.
5. The property is sold subject to and with the benefit of vacant possession.
6. The Purchaser shall pay VAT on the purchase price.
7. The property is also sold subject to all matters and documents referred to in the entries in the title to the property and the purchaser shall be deemed to have inspected the relevant documentation and shall be deemed to have full knowledge thereof and shall not be entitled to raise an enquiry or requisition with regard thereto.
8. The property shall be at the risk of the Purchaser from the date of exchange of contracts.

9. The property is subject to the General Conditions of Sale and the particulars printed elsewhere in the brochure save as expressly varied herein.

10. The Purchaser shall be deemed (whether he has or not done so) to have inspected the title documents (directly or by implication) in these conditions or the Particulars of Sale including (in particular but without prejudice to the generality of the foregoing) the Lease hereof and other documents copies of which have been made available for inspection at the offices of the Vendors' Solicitors or at such place as they shall stipulate and the purchaser shall be deemed to purchase with full knowledge of the form and contents thereof and shall not be entitled to raise any requisition or objection with regard thereto.

11. In the assurance to it the Purchaser shall covenant with the Vendor to observe and perform the covenants conditions and other matters on the part of the tenant to be observed and performed in the Lease and to indemnify and keep the Vendor indemnified against future breach thereof and on completion the Purchaser shall deliver to the Vendor a duplicate of the Transfer to it executed by the Purchaser.

12. Landlord' Licence to Assign
 - (a) This Agreement is conditional on the grant by the landlord(s) of the Property of the requisite licence to assign the Lease to the Purchaser PROVIDED THAT in the event of this condition not being satisfied by the completion date then the vendor may at any time thereafter determine this Agreement by service of written notice to Purchaser or its solicitors provided always that if in the opinion of the Vendor the Purchaser has not complied with its obligations contained in Clause 11(d) hereafter the deposit herein paid shall be forfeit to the Vendor

 - (b) The parties hereto hereby covenant with each other to use their respective reasonable endeavours to procure the grant by the Landlords of their Licence to Assign provided always that this covenant shall not impose on the Vendor an obligation in the event of a refusal by the Landlords to grant their consent to apply to the Court for an Order that such consent is being unreasonably withheld which decision shall be at the sole option of the Vendor.

 - (c) The Purchaser in particular agrees that it will :

- (i) Within seven days hereafter apply for and supply to the Vendor's Solicitors a full set of references usually required by a landlord
- (ii) comply with and satisfy any requirements of the landlord to enable it to grant the Licence to Assign
- (iii) not object to a licence to assign in the form reasonably required by the landlord
- (iv) execute and return the engrossment of the licence to assign to the Vendor's Solicitors within 3 working days of receiving the same

(d) The Purchaser shall not be entitled to delay completion by reason of the fact that the Vendor shall not be able to deliver the original Licence to Assign executed by the Landlords provided that the Vendor shall be able to supply a letter from the Solicitors acting for the Landlords that the grant of the Licence has been approved and that the Licence has or will be executed by the Landlords and will be delivered to the Solicitors acting for the Vendor.

13. On completion the Purchaser shall pay to the Vendor in addition to the balance of the consideration the costs incurred by the Vendor with the solicitors acting for the freeholder in connection with the grant of Licence to Assign
14. If other than by reason of the default of the Vendor the Purchaser fails to complete on the contractual completion date and the Vendors' Solicitors serve notice to Complete on the Purchaser and/or the Purchasers Solicitors, the Purchaser shall in addition to all other obligations to the Vendor including (but without prejudice to the generality of the foregoing the obligations pay interest) pay to the Vendor on completion the Vendors' Solicitors costs for preparing and serving such Notice to Complete and for all additional work including but not limited to recalculating the balance payable on completion arising as a result of the Purchasers default on a Solicitor and own clients basis costs not to be less than £200 plus VAT and such sum shall be payable with the balance of the purchase price interest and other sums due to the Vendor at completion.