



HOME CHARTER
SCHEME

THE LAW SOCIETY OF
NORTHERN IRELAND

REPLIES TO PRE-CONTRACT ENQUIRIES (2020 Edition 1)

Full postal address of the property being sold ("the Property")	20 Thomas Street Portadown BT62 3NP
Full name of Vendor:	Mr Mohammad Khan
Vendor's Solicitors:	Hagan & McConville
Vendor's Solicitors' Reference:	K179/CON9815
Full name of Purchaser:	
Purchaser's Solicitors:	
Purchaser's Solicitors' Reference:	

These replies by the Vendor shall be read in conjunction with the **Memorandum of Sale**, the **Special Conditions** and the **General Conditions of Sale** (4th Edition 2020) of the Law Society of Northern Ireland. This document shall be construed as if it was an enactment to which the Interpretation Act (Northern Ireland) 1954 was stated to apply and "Purchaser" shall include "Intending Purchaser".

INSTRUCTIONS TO THE VENDOR

1. These Replies should be provided by all Vendors and signed by all Vendors.
2. If you do not know the answer to any Enquiry, please say so rather than leaving that Reply blank. If you are unsure as to the meaning of any of the Enquiries, please ask your solicitor.
3. If, after completing the Replies, you become aware of any information which would have changed those Replies, you must inform your solicitor immediately and provide them with any relevant documents.
4. It is essential that your Replies are accurate as they form part of the contract. They may be deemed an inducement to the Purchaser to enter the contract. If you give inaccurate or incomplete Replies, the Purchaser may have a right to refuse to complete the purchase or may be entitled to sue you for compensation.
5. You should complete the Replies to the best of your knowledge, information and belief making such reasonable enquiries as you can to help you to do so. You are not expected to have expert knowledge of legal or technical matters.
6. You should give your solicitor any letters, agreements, notices or other documents which may be of relevance in completing these Replies. If you are aware of any such documents which you do not hold, please inform your solicitor as soon as possible as you may be required to obtain such documents prior to completion.

PURCHASER'S RELIANCE ON THE REPLIES TO THESE ENQUIRIES

"CAVEAT EMPTOR" – "BUYER BEWARE"

1. These Replies have been made to the best of the knowledge, information and belief of the Vendor and shall be relied upon as such.
2. The Purchaser (through his solicitor) may only raise such further Enquiries, or call for the clarification of such existing Replies, as may be reasonable and necessary for the completion of this transaction.
3. The Purchaser should not rely absolutely upon the Replies which the Vendor is not qualified to give, i.e. where they relate to matters of a technical nature. The Purchaser should therefore seek reports from his own suitably qualified architect, engineer, surveyor, trade specialist, environmental consultant or technical expert.
4. Any Replies relating solely to matters of title have been made entirely without prejudice to the Purchaser's solicitor's obligation to investigate title.

"CAVEAT EMPTOR" – "BUYER BEWARE"

THIS DOCUMENT MAY ONLY BE AMENDED BY THE LAW SOCIETY OF NORTHERN IRELAND

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1. RIGHTS

1.1 Does anyone other than the Vendor have or claim any rights over the Property?

- ☒ No
☐ Yes - the rights are set out in the Comment box below.

Comment:

1.2 Do any of the following matters benefit the Property or any neighbouring property? If yes, set out the details in the Comment box below.

(a) rights of way:-

- ☒ No
☐ Yes

(b) rights for services eg water pipes, septic tanks and drainage pipes, storm water pipes, electricity cables, telephone cables, gas pipes etc:-

- ☐ No
☒ Yes

(c) sight lines / visibility splays:-

- ☒ No
☐ Yes

(d) any other rights:-

- ☒ No
☐ Yes

Comment:

see title furnished

1.3 Do any of the following matters burden the Property or any neighbouring property? If yes, set out the details in the Comment box below.

(a) rights of way:-

- ☒ No
☐ Yes

(b) rights for services eg water pipes, septic tanks and drainage pipes, storm water pipes, electricity cables, telephone cables, gas pipes etc:-

- ☐ No
☒ Yes

(c) sight lines / visibility splays:-

- ☒ No
☐ Yes

(d) any other rights:-

- ☒ No
☐ Yes

Comment:
See title furnished.

2. LITIGATION AND DISPUTES

2.1 *Is or has the Property been the subject of any pending or threatened litigation or any dispute (which includes criminal proceedings/fixed penalty notices) which may affect the Property?*

- ☒ No
☐ Yes - as set out in the Comment box below.

Comment:

2.2 *Is your right to sell the Property restricted by any statutory or court proceedings?*

- ☒ No
☐ Yes - the restrictions are set out in the Comment box below.

Comment:

3. GROUND RENT

3.1 *Do you pay Ground Rent for the Property?*

- ☐ No
- ☐ Yes - the details are set out in the Comment box below.

Comment:

3.2 *Who collects the Ground Rent?*

- ☐ I do not know
- ☐ I do know - the details are set out in the Comment box below.

Comment:

3.3 *Do you have your last receipt for Ground Rent?*

- ☐ No
- ☐ Yes, and I shall provide it to the Purchaser's solicitor.

Comment:

3.4 *Have you ever requested or been offered terms for the acquisition of the freehold of the Property?*

- ☒ No
- ☐ Yes - the details are set out in the Comment box below.

Comment:

3.5 *Have any steps been taken towards the redemption of your Ground Rent?*

- ☒ No
- ☐ Yes - the details are set out in the Comment box below.

Comment:

3.6 *Are you entitled to collect the Ground Rent of any adjacent property?*

- ☒ No
☐ Yes - the details are set out in the Comment box below.

Comment:

4. COMPLAINTS OR BREACHES

4.1 *Are there any complaints or any breaches of any of the covenants or conditions in the title deeds under which you hold the Property?*

- ☒ No.
☐ Yes - the details are set out in the Comment box below.

Comment:

5. MORTGAGES and CHARGES

5.1 *Is the Property subject to any Mortgages, Charges or Orders Charging Land?*

- ☒ No. If not, go to Enquiry 5.4.
☐ Yes - the details are set out in the Comment box below.

Comment:

5.2 *Can you confirm that the proceeds of sale will be sufficient to discharge all mortgages, charges and orders charging land affecting the Property?*

- ☐ No - the details are set out in the Comment box below.
☐ Yes

Comment:

5.3 Will all mortgages, charges and Orders Charging Land affecting the Property be released at completion?

- ☐ N/A
- ☐ No – the details are set out in the Comment box below as to how all mortgages, charges and Orders Charging Land will be dealt with:
- ☐ Yes

Comment:

5.4 Will any part of the sale price be required to be applied towards payment or repayment of a discount or repayment of a grant or any other Property-related debt other than the mortgages or charges disclosed in your reply to Enquiry No. 5.1. above?

- ☒ No
- ☐ Yes – the details are set out in the Comment box below.

Comment:

6. OCCUPANTS (OTHER THAN THE VENDOR)

6.1 Is anyone (other than the Vendor), over the age of 17 in occupation of the Property or any part of the Property?

- ☒ No
- ☐ Yes – the details are set out in the Comment box below.

Comment:

6.2 If the answer to Question 6.1. is "Yes", will those persons consent to the proposed sale?

- ☐ No
- ☐ Yes

Comment:

6.3 *If the answer to Question 6.1. is "Yes", will you warrant that you will take all necessary steps to provide vacant possession at completion?*

- ☐ No
☐ Yes

Comment:

6.4 *Is the Property or any part of the Property presently let?*

- ☐ No. If "No" please go directly to Enquiry 7.
☒ Yes. If "Yes" you will also have to complete Enquiry 6.5 and the Supplement below.

Comment:

Flat above; and shop.

6.5 *Has the tenant been given a Notice to Quit and vacant possession will be provided at completion?*

- ☒ No.
☐ Yes – the details are set out in the Comment box below.

Comment:

7. BOUNDARIES AND BOUNDARY STRUCTURES

7.1 *Are you aware of any alterations having been made to the boundaries of the Property?*

- ☒ No
☐ Yes – the details are set out in the Comment box below.

Comment:

7.2 *Is the front boundary solely maintained by the Vendor?*

- ☐ No – the details are set out in the Comment box below.
☒ Yes

Comment:

7.3 Are all other boundaries maintained jointly with the adjoining owners?

☐ No – the details are set out in the Comment box below.

☒ Yes

Comment:

8. NOTIFICATIONS FROM STATUTORY BODIES

8.1 What notifications have you received from or sent to any of the statutory bodies or bodies appointed under statute below:

☒ None

☐ NI Housing Executive

☐ Local Council

☐ Department for Communities

☐ Department for Infrastructure

☐ NI Water

☐ Land Registry

☐ Other - the details are set out in the Comment box below.

Comment:

8.2 Do you know whether any of the buildings comprising the Property in sale are, or are about to be, "Listed"?

☒ No

☐ Yes – the details are set out in the Comment box below.

Comment:

9. OUTGOINGS

9.1 Please confirm you have provided a copy of the most recent rates demand?

☐ No - the details are set out in the Comment box below as to why not:

☒ Yes

Comment:

9.2 *Have any works been carried out to the Property which may cause the Capital Value to change?*

- ☒ No
☐ Yes - the details are set out in the Comment box below.

Comment:

9.3 *Have you sought a review of or appealed the Capital Value of the Property?*

- ☒ No
☐ Yes - the reasons and the details are set out in the Comment box below.

Comment:

9.4 *Do you pay water charges for the Property?*

- ☒ No
☐ Yes - the details are set out in the Comment box below.

Comment:

10. **WORKS CARRIED OUT TO THE PROPERTY and THE USE OF THE PROPERTY**

Planning

10.1 *Are you aware of any works having been carried out to the Property, including a change of use, during the last 10 years, that would have required planning permission?*

- ☐ N/A – site only
☒ No
☐ Yes - I am aware of the following works having been carried out during the last 10 years that would have required planning permission:-

Comment:

1. Retention of change of use of ground floor from shop to hot food takeaway.
2. Change of use of 1st, 2nd and 3rd floor ancillary accommodation to form a 4 bedroom residential unit and alterations to front elevation to provide entrance to residential unit.
3. Retention of flat wall sign and projecting sign.

10.2 Was the Property to your knowledge used within the last 10 years for any purpose other than a dwelling house?

- ☐ N/A
- ☐ No
- ☒ Yes - the Property was formerly used as:-

Comment:

The ground floor is a hot food takeaway.

10.3 Was Planning Permission obtained for all the works listed at 10.1 above?

- ☐ N/A
- ☒ Yes and copies of all Planning Permissions have been provided.
- ☐ No - the details are set out in the Comment box below.

Comment:

10.4 Are any occupancy conditions attached to the planning permission you referred to in your reply to Enquiry No. 10.3 above?

- ☒ N/A
- ☐ No
- ☐ Yes - the following occupancy conditions apply:

Comment:

10.5 Do you know if all the conditions contained in the planning permission you referred to in your reply to Enquiry No. 10.3 above have been met?

- ☒ N/A
- ☐ Yes
- ☐ I believe that the following conditions were not met:-

Comment:

10.6 *Are you aware of any planning application having been made for any works not yet carried out or for the use of the Property to be changed in the last 10 years?*

- ☐ N/A – site only
- ☒ No – If no, go to Enquiry 10.8 below.
- ☐ Yes – I am aware of the following application(s) having been made, the details of which along with the planning application number(s) are set out in the Comment box below:-

Comment:

10.7 *Are you aware whether the planning permission you referred to in your reply to Enquiry No. 10.6 above was ever granted, is pending or was refused? Details to be inserted in the Comment box below.*

- ☐ N/A
- ☐ Granted
- ☐ Refused
- ☐ Pending

Comment:

10.8 *Have you received any Neighbour Notification Notice or other notice or correspondence (including any public consultation etc) in connection with a planning application by a neighbour?*

- ☒ No
- ☐ Yes – a copy of the Notice will be furnished if available.

Comment:

10.9 *Are there any trees on the Property that are subject to a Tree Preservation Order?*

- ☒ No
- ☐ Yes – the Tree Preservation Order reference number is:

Comment:

10.10 Have any of the trees the subject of the Tree Preservation Order been removed?

- ☒ N/A
☐ No
☐ Yes – but with the permission of the local council.
☐ Yes – but without the permission of the local council.

Comment:

Building Control

10.11 Are you aware of any works (including the installation of any heating systems) having been carried out to the Property during the last 10 years for which Building Control was required?

- ☐ N/A – site only
☒ No
☐ Yes – I am aware of the following works having been carried out during the last 10 years that would have required Building Control approval:-

Comment:

10.12 For which of the above works was Building Control approval and a Building Control Completion Certificate obtained?

- ☒ N/A
☐ None
☐ Yes - Building Control approval was obtained for the following:-

Comment:

10.13 Are you aware of any works having been carried out to the Property during the last 10 years that were completed but not approved or given a Completion Certificate by Building Control?

- ☐ N/A
☒ No
☐ Yes – I am aware of the following works having been carried out during the last 10 years that have not been approved or given a Completion Certificate by Building Control and for which I shall apply for a Regularisation Certificate:-
☐ Yes – I am aware of the following works having been carried out during the last 10 years that have not been approved or given a Completion Certificate by Building Control and for which I shall apply for a Completion Certificate:-

Comment:

10.14 *Have you advised Building Control of the proposed date for completion and requested a final inspection and a Completion Certificate or a Regularisation Certificate?*

- ☒ N/A
☐ Yes
☐ No but I shall do so in accordance with the contract.

Comment:

Works to an adjoining property

10.15 *Are you aware of any works which have been carried out to an adjoining property that may adversely affect your own Property?*

- ☒ No
☐ Yes – I am aware of the following works having been carried out:-

Comment:

Solar Panels

10.16 *Have solar panels been installed at or on the Property?*

- ☒ If "No", please go to Enquiry 10.18.
☐ Yes – I will furnish all documentation in relation to those solar panels.

Comment:

10.17 *Are the solar panels owned by you or leased?*

- ☐ Owned
- ☐ Leased – I will furnish all documentation in relation to those solar panels.

Comment:

Grants or Subsidies

10.18 *Do you know how old the Property is?*

- ☒ No
- ☐ Yes – I believe the Property is years old.

Comment:

10.19 *Has a Renovation Grant been paid by NIHE in respect of the Property within the last 10 years?*

- ☒ No
- ☐ Not known, but I shall enquire from NIHE
- ☐ Yes – I will furnish the paperwork in connection with the Grant prior to completion.

Comment:

10.20 *Was a Regulated Rent Certificate issued under the Rent (NI) Order 1978?*

- ☒ No
- ☐ Not known, but the Purchaser may wish to enquire from NIHE and/or the local authority and/or the Rent Officer.
- ☐ Yes – I will furnish the Regulated Rent Certificate prior to completion.

Comment:

10.21 *Has a House in Multiple Occupation (HMO) Grant been paid by NIHE within the last 10 years*

- ☒ No.
- ☐ Not known, but I shall enquire from NIHE
- ☐ Yes – I will furnish the paperwork in connection with the Grant prior to completion.

Comment:

10.22 *Is the Property licensed as an House in Multiple Occupation?*

- ☒ No.
- ☐ Not known but, I shall enquire from NIHE.
- ☐ Yes – I will furnish the paperwork in connection with the Licence prior to completion.

Comment:

10.23 *Has a Certificate of Fitness been applied for and was it issued in respect of the Property?*

- ☒ N/A
- ☐ No
- ☐ Not known
- ☐ Yes and I will forward the Certificate of Fitness prior to completion.
- ☐ Yes but the Certificate is the subject of a challenge.
- ☐ Yes the Certificate been applied for but refused.
- ☐ Yes the Certificate has been applied for but not yet been determined.

Comment:

10.24 *Have any works been carried out to the Property during the last 10 years for which a grant or subsidy was received?*

- ☐ N/A
- ☒ No
- ☐ Yes - the following works have been carried out during the last 10 years for which a grant or subsidy was received:-
- ☐ The conditions attaching to the grant/subsidy have been met.
- ☐ The following conditions attaching to the grant/subsidy have not been met:-

Comment:

Consents of superior landlord

10.25 *Have any consents been received from the landlord or superior landlord for any works carried out to the Property during the last 12 years that may have required such consent?*

- ☒ N/A
☐ No
☐ Yes – consent herewith:-

Comment:

10.26 *Have any receipts for Ground Rent been received since the works referred to in paragraphs 10.1 and 10.11 above were carried out?*

- ☒ N/A
☐ No
☐ Yes – Ground Rent receipt herewith:-

Comment:

SSS

11. COLLATERAL WARRANTIES

11.1. *Is the Property or any part of the Property or any fixture on the Property covered by any kind of Certificate or Warranty?*

- ☒ No
☐ Yes there is an N.H.B.C. Certificate in respect of:-
☐ Yes there is a CRL Certificate in respect of:-
☐ Yes there is a Certificate from another Certificate provider (please confirm provider) in respect of:-
☐ Yes there is an Architect's Certificate in respect of:-
☐ Yes there is a Guarantee/Warranty to cover remedial work carried out in respect of:-
☐ Yes other Guarantee issued by:-

And the benefit of the aforementioned Certificates and Guarantees is vested in me and I will produce all paperwork in connection with the certificate and guarantee and, if necessary and if so requested, assign the benefit of same to the Purchaser, at the Purchaser's expense.

Comment:

- 11.2 *Have any defects arisen as regards the work covered by the Certificates and Guarantees you referred to in paragraph 11.1 above?*
- ☒ N/A
- ☐ No
- ☐ Yes – the details set out in the Comment Box below are the only defects that have arisen as regards the work covered by the aforementioned Certificates and Guarantees. Any actions taken as regards the aforementioned defects are set out in the Comment Box below:-

Comment:

12. SERVICES

Sewerage

- 12.1 *Is the Property presently connected, or is it intended that the Property shall be connected prior to completion at the Vendor's expense to the main NI Water sewer?*
- ☒ Yes.
- ☐ No - the details are set out in the Comment box below.

Comment:

- 12.2 *Where the connection is to be made into the main NI Water sewer, have all the statutory consents, test certificates and authorisations been granted or agreed in principle and the appropriate fees paid?*
- ☐ Yes
- ☐ No - the details are set out in the Comment box below.

Comment:

12.3 *Is there an agreement in place under Article 161 of the Water and Sewerage Services (NI) Order 2006 for the sewers in the development in which the Property is situated?*

- ☐ Yes – a copy has been provided.
- ☐ No - the details are set out in the Comment box below.

Comment:

12.4 *Is the Property presently connected, or is it intended that the Property shall be connected prior to completion at the Vendor's expense to a septic tank?*

- ☐ Yes - a map is attached showing the location of the septic tank and the discharge system.
- ☒ No - if no, details of how the sewerage is to be serviced are set out in the Comment box below:

Comment:

12.5 *Where the connection is to be made into a septic tank, have all the statutory consents, test certificates and authorisations been granted or agreed in principle and the appropriate fees paid?*

- ☐ Yes
- ☐ No - the details are set out in the Comment box below.

Comment:

12.6 *When was the septic tank last emptied?*

- ☐ I do not know.
- ☐ I do know – the date is set out in the Comment box below and a copy of the receipt for emptying has been provided:

Comment:

Water

12.7 *Is the Property presently connected, or is it intended that the Property shall be connected prior to completion at the Vendor's expense to the NI Water water main?*

- ☒ Yes
☐ No - the details are set out in the Comment box below.

Comment:

12.8 *Have all the connection fees and charges been paid?*

- ☒ N/A
☐ Yes
☐ No - the charge for connection to the water main is outstanding.

Comment:

12.9 *Have you notified the appropriate authority of the change of ownership and arranged for the water meter to be read at the date of completion?*

- ☒ N/A
☐ Yes
☐ No – but this will be done.

Comment:

Electricity

12.10 *Is the Property already connected to the public electricity supply grid?*

- ☒ Yes
☐ No - the details are set out in the Comment box below.

Comment:

12.11 *Have all the necessary easements, consents, tests and authorisations been obtained to enable connection to the public electricity supply grid prior to completion and have all the necessary fees and charges been paid by the Vendor?*

- ☐ Yes
☐ No - the outstanding matters are set out in the Comment box below.

Comment:
This does not arise.

12.12 *Has the Property been wholly or partially re-wired during your period of ownership?*

- ☐ Yes - the details are set out in the Comment box below.
☒ No

Comment:

Heating

12.13 *Which of the following is the principal form of heating in the Property?*

- | | | | |
|---|---------------------------------|--------------------------------------|-------------------------------|
| <input type="checkbox"/> N/A – site only | <input type="checkbox"/> Oil | <input type="checkbox"/> Solid Fuel | |
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> LP Gas | <input type="checkbox"/> Electricity | <input type="checkbox"/> None |

Comment:
for flat.

Gas

12.14 *Is the Property presently connected, or has provision been made for future connection prior to completion at the Vendor's expense to a natural gas supply pipe?*

- ☒ Yes - the details are set out in the Comment box below.
☐ No

Comment:

12.15 *Are there any L P gas appliances in the Property?*

- ☒ No
- ☐ Yes - they are fed from:-
- ☐ gas bottles ☐ a bulk gas tank situated within the grounds of the Property.
- ☐ communal bulk gas tank

Comment:

12.16 *Have all gas appliances in the Property been safety-checked by a Gas Safe registered fitter within the last year?*

- ☐ N/A
- ☒ Yes - a copy of the Landlord / Homeowner Gas Safety Record (or any subsequent modification of it) will be forwarded before completion.
- ☐ No safety checks have been carried out.

Comment:

Problems

12.17 *Are you aware of any problems with any systems or services in the Property (including the septic tank, central heating, plumbing, electrics, etc), which would not be immediately apparent or would only be ascertainable after a period of continuous observation?*

- ☒ No
- ☐ N/A – site only
- ☐ Yes – I am aware of the following problems:

Comment:

Roads

12.18 Does the Property open directly on to an adopted road?

- ☒ Yes
- ☐ No - but the Property is accessed by an unadopted lane. The details are set out in the Comment box below.
- ☐ No - but a Road Bond and a Private Streets Agreement are in place and will be furnished.
- ☐ No - and there is no Road Bond or Private Streets Agreement.

Comment:

12.19 Have easements been granted in respect of sight lines or visibility splays?

- ☒ N/A
- ☐ Yes
- ☐ No
- ☐ No but negotiations are presently under way with the adjoining owners.

Comment:

13. ENVIRONMENTAL ISSUES

13.1 What is the history of the land upon which the Property is situated?

- ☒ I do not know.
- ☐ I believe the land was used for the following purposes:-
- ☐ Residential ☐ Agricultural ☐ Commercial ☐ Other:-
- ☐ I believe that the land upon which the Property is situated:-
- ☐ was previously a land-fill site ☐ is reclaimed land ☐ is on the site of previous excavations that were subsequently filled in
- ☐ was formerly used for the following industrial purposes:-
- ☐ may have been used for the disposal (including discharge into the atmosphere) of the following waste substances:-
- ☐ may have been used for the storage of the following hazardous substances:-
- ☐ is the subject of the following environmental complaint(s):-

Comment:

13.2 *Are you aware of any environmental issues in relation to the Property or any adjoining property that may adversely affect the Property?*

☐ Yes - the details are set out in the Comment box below.

☒ No

Comment:

13.3 *Is there a valid Energy Performance Certificate covering the Property?*

☒ Yes

☐ No - the details are set out in the Comment box below.

Comment:

13.4 *Has any work been carried out to the Property since the current Energy Performance Certificate was issued that may affect its rating?*

☐ Yes - a new survey has been commissioned and an updated EPC will be forwarded as soon as it is to hand.

☒ No

Comment:

14. FLOODING

14.1 *Has the Property been affected by any flooding during your period of ownership? If yes, please provide details of the cause, extent and any outcomes (including insurance claims, if any).*

☐ N/A

☒ No

☐ Yes - the details are set out in the Comment box below.

Comment:

15. INSURANCE

15.1 Do you have the Property insured with buildings insurance, public liability insurance and / or occupiers liability insurance?

☒ Yes

☐ No

Comment:

15.2 Has insurance for the Property ever been declined or offered on terms which are prohibitively expensive?

☐ Yes - the details are set out in the Comment box below.

☒ No

Comment:

17. COMPLETION

For the purposes of the normal conveyancing process and for the avoidance of doubt, "completion" shall be accepted as having taken place when sufficient of the consideration has been paid by the Purchaser to the Vendor (through their respective solicitors) for the Vendor to authorise the beneficial occupation by the Purchaser of the premises the subject of the contract. The redemption of the Vendor's mortgage(s), charge(s) etc shall be carried out post-completion on foot of undertakings by the Vendor's solicitor. The contract shall not merge with the assurance to the Purchaser until all post-completion work has been carried out and all contractual conditions have been fulfilled.

16.1 What is the proposed completion date? The details are set out in the Comment box below:

Comment:

subject to contract

16.2 Do you have a related onward purchase?

☒ No

☐ Yes - the details are set out in the Comment box below.

Comment:

16.3 *Is the date for completion dependent upon any particular set of circumstances?*

- ☒ No
- ☐ Yes – I will only be able to complete any time:-
- ☐ after ____ / ____ / ____ because:-
- ☐ before ____ / ____ / ____ because:-

Comment:

16.4 *Will you ensure that all occupiers (save those mentioned in 6.1 above) will vacate the Property by 12.00 noon on the completion date and that the keys will be available for the Purchaser?*

- ☐ Yes
- ☒ No

Comment:

Sold with benefit of the tenancies.

16.5 *Will you ensure that the Property is properly cleared and free from rubbish by 12.00 noon on the completion date?*

- ☐ Yes
- ☒ No

Comment:

16.6 *Will you ensure that no fixtures or fittings, other than those specified in the Fixtures and Fittings List, are removed from the Property?*

- ☒ Yes
- ☐ No

Comment:

17 APARTMENTS & DWELLINGS WITH SHARED FACILITIES AND/OR COMMON AREAS

17.1 *Is the Property either an apartment or a dwelling with shared facilities and/or common areas?*

- ☐ No – if “No”, ignore the remainder of this Enquiry and go directly to Enquiry No. 18.
- ☒ Yes – if “Yes”, please answer the remainder of this Enquiry (No. 17) as fully as possible.

Comment:

17.2 *Is there a management company for the shared facilities and/or common areas?*

- ☐ No - the arrangements are set out in the Comment box below.
- ☐ Yes - the details are set out in the Comment box below.

Comment:

17.3 *Has the landlord's/developer's title in the development (including the common areas) been vested in the management company?*

- ☐ N/A – there is no management company.
- ☐ Yes – see title furnished.
- ☐ No – the details are set out in the Comment box below

Comment:

17.4 *Can you provide a copy of the Memorandum and Articles of Association of the management company?*

- ☐ N/A – there is no management company.
- ☐ Yes – I will furnish these prior to completion.
- ☐ These have already been furnished.

Comment:

17.5 *Do you pay any service charges in respect of the Property?*

- ☐ Yes - the annual service charge is £ . A copy of the latest service charge account will be forwarded.
- ☐ No

Comment:

17.6 *Is there a block Insurance Policy in force and if so what premium do you pay?*

- ☐ Yes - a block Insurance Policy is in force and the annual premium payable is £ . A copy of the up to date Insurance Policy will be forwarded.
- ☐ No

Comment:

17.7 *Do you contribute towards any maintenance, repair or sinking fund?*

- ☐ Yes - the annual contribution is £ . A receipt for this will be forwarded.
- ☐ No

Comment:

17.8 *Are any managing agents, person or other body responsible for the management of the complex on behalf of the management company?*

- ☐ Yes - management of the complex is carried out by:-
- ☐ No

Comment:

17.9 *If the management company have employed managing agents to manage the complex, after making enquiries, please confirm whether those managing agents keep all monies in a separate account for the complex or in one central account for all complexes which they manage?*

- ☐ Yes – separate account for this complex.
- ☐ No – one central account with other complexes.
- ☐ Other -

Comment:

17.10 *Do you have copies of the last three years of the annual accounts of the management company?*

- ☐ No – I shall seek to obtain them and send them to you.
- ☐ Yes – I shall get these and send them to you.

Comment:

17.11 *Do you have copies of the last three years minutes of the management company?*

- ☐ Yes – I shall get these and send them to you.
- ☐ No.

Comment:

17.12 *Do you have copies of the last three years of the service charge accounts?*

- ☐ Yes - I shall get these and send them to you.
- ☐ No

Comment:

17.13 *Can you supply your Share/Membership Certificate and confirm that you will sign any necessary documentation for the Certificate to be put into the name of the Purchaser on completion?*

- ☐ N/A – there is no management company.
- ☐ This has already been furnished.
- ☐ Yes – I will furnish this prior to completion.
- ☐ No - but I can confirm that I will sign any necessary papers to transfer it to the Purchaser, the Purchaser being responsible for any fees payable.
- ☐ No - but I shall arrange for the Certificate to be issued in my own name at my expense. I will then transfer it to the Purchaser, the Purchaser being responsible for any fees payable.

Comment:

17.14 *Are you aware whether any regulations have been issued by the landlord or the management company in addition to the covenants contained in the Lease?*

- ☐ N/A – there is no management company.
- ☐ No - I am not aware of any such regulations having been made.
- ☐ Yes – and I enclose a copy of the regulation(s) made by the landlord / management company.

Comment:

17.15 *Are you aware whether any side letters relating to the Lease have been issued by the landlord and/or the management company and/or the managing agent?*

- ☐ No - I am not aware of the existence of any side letters.
- ☐ Yes - the following side letters have been issued:-

Comment:

17.16 *Has the management company either been struck off or is it in the process of being struck off?*

- ☐ N/A – there is no management company.
- ☐ No.
- ☐ Yes, the management company was struck off on:-
- ☐ Yes, the management company is presently in the process of being struck off.

Comment:

17.17 *Are you aware whether there are any structural works or major or unusual expenditure from the maintenance/repair or service charge accounts within the last three years?*

- ☐ N/A
- ☐ No, I am not aware of any such expenses.
- ☐ Yes, I believe that the following major or unusual expenses have been incurred:-

Comment:

17.18 *Are you aware whether any structural works or major or unusual expenditure which are likely to show up in the maintenance/repair or service charge accounts within the next three years?*

- ☐ N/A
- ☐ No, I am not aware of any such expenses.
- ☐ Yes, I believe that the following major or unusual expenses are likely to be incurred:-

Comment:

17.19 *Can you confirm whether the service charge is to be apportioned at completion?*

- ☐ N/A
- ☐ I believe that the apportionment of the service charge on completion will be on the basis of:-
- ☐ the latest service charge demand or estimate issued.
- ☐ a service charge demand or estimate that has yet to be issued.

Comment:

17.20 *Are you aware of any problems between individual property owners and the landlord and/or the management company and/or the managing agent?*

- ☐ No - I am not aware of any such problems.
- ☐ Yes - I am aware of the following problems:-

Comment:

18. FIXTURES AND FITTINGS:

If these Enquiries relate to:-

- a site only; or
- a new build (where issues regarding fixtures and fittings should be dealt with either in the Building Agreement or by way of Special Conditions in the Contract)

then please ignore this Enquiry and proceed directly to the Declaration at the end of this document.

There follows a list of typical items found in a house, some of which can be regarded as fixtures, some as fittings and some as either. The definition of fixtures and fittings has always been a difficult one.

Fixtures have been traditionally regarded as those things that appear to be part of the fabric of the premises as a result of which it would normally require considerable effort, probably tools and possibly some skill to remove them. Fixtures have also been taken to include objects which can be easily removed, but which form an integral part of a fixed object, e.g. a key or a lock. Ordinarily all fixtures should be left on the Property.

Fittings on the other hand are, generally speaking, things that can simply be un-hooked, un-plugged, easily lifted or removed without any great effort, tools or specialist knowledge.

For the avoidance of doubt:-

- If you have agreed with the Purchaser that any items are to be included in the sale or that they are "extras" then they should be ticked in the "L" column, their locations written in and the price shown, if appropriate. It will be assumed that you own outright any such fittings and fixtures.
- If you intend to remove any of these items, i.e. you are taking them with you and they are not to be included in the sale, then they should be ticked in the "R" column and their locations written in.
- If there are no such items in the Property then they should be ticked in the "N" column.
- It is assumed that if any of the following fixtures were present when the sale was agreed with the Purchaser then **they will be left in the Property unless they were expressly reserved at that time:-**

- | | |
|--|--|
| • alarm system | • immersion heater |
| • automatic garage door(s) | • kitchen units (built in) |
| • bath(s) | • light fittings |
| • bedroom unit(s) (built in) | • oil tank |
| • car charger | • outdoor trees, plants and shrubs |
| • central heating boiler | • oven (built-in) |
| • cooker (built in) | • power points and covers |
| • doors | • shower unit(s) |
| • door furniture (including bell) | • radiators |
| • double glazing units | • roof insulation |
| • extractor fan(s) | • satellite tv antenna |
| • fireplace(s), mantel piece and hearth | • security lights and sensors (built in) |
| • gas fire(s) | • shower cabinet(s) |
| • gas tank | • sinks |
| • gates | • solar panels |
| • heat exchangers or smart heating systems | • stoves (built in) |
| • heat pumps | • time switches and control units |
| • hob unit (built in) | • terrestrial tv antenna |
| • hot water tank and cylinder jacket | • toilets and cisterns |

FIXTURES AND FITTINGS LIST

Key: N = None in Property R = will be Removed L = will be Left

Item	Location	N	R	L	Price
Bathroom cabinet (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Bedroom Furniture (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Blinds		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Carpet		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Clothes line		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coal bunker		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coal bunker contents		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Curtains		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Dish washer (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Electric cooker (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Electric fire		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Freezer (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fridge-Freezer (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Gas cooker (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Gas Cylinders (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Garden Shed		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Greenhouse		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kitchen units (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light switches and covers		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Microwave oven (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mirror (wall mounted)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Refrigerator (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Refrigerator (free standing)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rugs		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Towel rail		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trees and shrubs		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tubs and planters		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tumble dryer (built-in)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tumble dryer (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Wall heater		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Washing Machine (freestanding)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Wheelie bin (household waste)		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Wheelie bin (recycling)		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Wheelie bin (garden waste)		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Other		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

TENANCY SUPPLEMENT

Only complete this Supplement if the property in sale is currently let

PART I

This Part should be completed regardless of the date upon which the tenancy commenced

1.1 *Can you provide a copy of the tenancy agreement between you and the Tenant?*

- ☒ Yes – I will furnish this prior to completion.
☐ No - there is no written tenancy agreement but the main terms of the tenancy are:-

Comment:

1.2 *Do you have an up to date statement of the rental account of the Tenant?*

- ☒ Yes, and I enclose this statement.
☐ No, but I shall furnish one prior to completion.

Comment:

1.3 *If a tenancy deposit was paid before 1st April 2013, are you holding a deposit from the Tenant?*

- ☒ No.
☐ Yes – I am holding a deposit of £ on the following terms:-

Comment:

1.4 *If a tenancy deposit was paid on or after 1 April 2013, have you protected the tenancy deposit under a tenancy deposit scheme?*

- ☐ No - but I will protect it before completion and give details to the Tenant and provide a copy of this.
☐ Yes - the Tenant's deposit is protected in a custodial scheme, details in the Comment Box below. I will provide confirmation from the tenancy deposit scheme provider before completion.
☐ Yes - I am holding the Tenant's deposit and it is protected in an insurance scheme, details in the Comment Box below. I will provide confirmation from the tenancy deposit scheme provider before completion.

Comment:

No deposit paid.

1.5 *If the tenancy deposit was received on or after 1 April 2013, was the Tenant given the prescribed information within 28 days the deposit being received, as required by the Tenancy Deposit Scheme Regulations (NI) 2012?*

- ☐ Yes – I will furnish a copy prior to completion.
- ☐ No - but the Tenant will be given the prescribed information prior to completion with a copy for the purchaser.

Comment:

No deposit paid.

1.6 *Please confirm that you will advise the tenancy deposit scheme provider of the change in identity of the landlord and complete such documentation as may be reasonably be required to have the landlord details changed on the tenancy deposit protection?*

- ☐ Yes - I will advise the tenancy deposit scheme provider and complete the documentation and provide a copy of all correspondence in relation to this to the Purchaser.
- ☐ No.

Comment:

n/a

1.7 *Please confirm that on completion where a tenancy deposit is protected under an insurance scheme you will transfer the actual deposit to the Purchaser on completion?*

- ☐ Yes – I confirm that I will transfer this, having first advised the tenancy deposit scheme provider and provided a copy of such notice and its response to the Purchaser.
- ☐ No.

Comment:

n/a

1.8 *Please supply a copy of any inventory or schedule of condition carried out in respect of the Property.*

- ☒ N/A.
- ☐ Yes – I will furnish one prior to completion

Comment:

1.9 Are you holding a payment in advance of Rent from the Tenant?

☒ No.

☐ Yes – I am holding a payment in advance of Rent of £ on the following terms:-

Comment:

1.10 Are you aware of any breaches of any of the covenants/conditions in the tenancy agreement under which the Tenant holds the Property?

☒ No - but I shall furnish one prior to completion.

☐ Yes – I am aware that the following breaches of covenant have occurred:-

Comment:

1.11 Are there any disputes with the Tenant in relation to the Property or the tenancy that have yet to be resolved to the satisfaction of both parties?

☒ No.

☐ Yes – the following issues remain to be resolved:-

Comment:

1.12 Have all gas appliances in the Property been safety-checked by a Gas Safe registered fitter within the last year?

☐ N/A

☒ Yes - a copy of the Landlord / Homeowner Gas Safety Record (or any subsequent modification of it) will be forwarded before completion.

☐ No - no safety checks have been carried out and I will arrange to do so and forward the Certificate prior to completion.

Comment:

1.13 *Has a copy of the energy performance certificate relating to the Property been given to the Tenant?*

☐ N/A

☒ Yes - a copy of the EPC will be forwarded before completion.

☐ No - I will arrange to do so and forward confirmation of this prior to completion.

Comment:

PART II

Please answer the questions in this Part only if the letting commenced before 1st April 2007.

2.1 *Has the Tenant been given a Rent Book in accordance with the Rent Book Regulations (NI) 2004?*

- ☐ Yes – I will furnish a copy prior to completion.
- ☐ No but the tenant will be given one prior to completion with a copy for the purchaser.

Comment:

2.2 *Is the Property let furnished or unfurnished?*

- ☐ Furnished.
- ☐ Unfurnished.

Comment:

2.3 *Was the Property occupied by a tenant on 1st October 1978?*

- ☐ No.
- ☐ Not known.
- ☐ Yes.

Comment:

2.4 *Are you aware if the Tenancy is or was a Protected and/or a Statutory Tenancy?*

- ☐ No.
- ☐ N/A
- ☐ Yes – it is a Restricted Tenancy.
- ☐ Yes – it is a Regulated Tenancy.

Comment:

2.5 *If the Property is subject to rent control, what is the maximum rent legally recoverable in respect of the Property?*

☐ Not known.

☐ The maximum rent legally recoverable is £ per week.

Comment:

PART III

Please answer the questions in this part only if the letting commenced on or after 1st April 2007.

3.1 *Has the Tenant applied to have the Property inspected with a view to challenging its fitness for human habitation?*

- ☒ No.
☐ N/A
☐ Yes – the tenant has applied to have the Property so inspected.

Comment:

3.2 *Have there been any variations of any of the prescribed terms of the tenancy?*

- ☒ No.
☐ Yes, and I will furnish a copy of such notice(s) of variation prior to completion.
☐ Yes, but no notification of variation was given to the Tenant.

Comment:

3.3 *Did the Tenant receive the Tenancy Terms Notice within 28 days of the commencement of the tenancy as required by Article 4 of the Private Tenancies (NI) Order 2006?*

- ☒ No.
☐ Yes – I will furnish this prior to completion.

Comment:

3.4 *Was the Tenant given a Rent Book within 28 days of the commencement of the tenancy, as required by the Rent Book Regulations (NI) 2007?*

- ☐ No but the Tenant will be given one prior to completion with a copy for the Purchaser.
☒ Yes – I will furnish a copy prior to completion.

Comment:

3.5 Are you aware of any contemplated or actual action taken by the local authority under Article 18 (notice of unfitness) or Article 19 (notice of disrepair) of the Private Tenancies (NI) Order 2006 in respect of the Property?



No.



Yes – I am aware of the following contemplated or actual action(s) taken by the local authority:-

Comment:

DECLARATION BY VENDOR

1. The wording of these pre-printed Enquiries has not been altered in any way nor has the layout of the document.
2. The Replies given by me to the Enquiries in this document relate to the situation as at the date of signing.
3. I confirm that I have read and understood the "Instructions to the Vendor" section of these Enquiries on page one.

Dated this 5th day of September 2022.

Signed: M. Naeem Khan (Vendor)

Signed: _____ (Vendor)

NOTES

Commercial Property Standard Enquiries

CPSE.7 (version 1.3) General short form pre-contract enquiries for all property transactions

Particulars

Vendor: **Mohammad Khan**

Purchaser:

Property: **20 Thomas Street Portadown BT62 3NP – Ground Floor**

Transaction: **Sale**

Vendor's solicitors: **Hagan & McConville Portadown**

Purchaser's solicitors:

Date: **16 November 2022**

Interpretation

1. 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:

- **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.
- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
- **SDLT:** means Stamp Duty Land Tax

2. The replies to the enquiries will be given by the Vendor and addressed to the Purchaser. Unless otherwise agreed in writing, only the Purchaser and those acting for it may rely on them.

- References in these enquiries to "**you**" mean the Vendor and to "**we**" and "**us**" mean the Purchaser.
- In replies to the enquiries, references to "**you**" will be taken to mean the Purchaser and to "**we**" and "**us**" will be taken to mean the Vendor.

3. The replies are given without liability on the part of the Vendor's solicitors, its members, partners, employees, consultants or other staff.

4. The Purchaser acknowledges that even though the Vendor will be giving replies to the enquiries, the Purchaser should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.

5. In replying to each of these enquiries and any supplemental enquiries, the Vendor acknowledges that it is required to provide the Purchaser with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.

6. The Vendor confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Purchaser on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

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ENQUIRIES

1. BOUNDARIES AND EXTENT

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

No.

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

No.

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

- a) All, subject to c).
- b) All, subject to c).
- c) Those joining with neighbouring property.
- d) No.
- e) No.

- 1.4 Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?

No.

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

Yes. The upper floors of the building of which the premises form part.

2. RIGHTS BENEFITING THE PROPERTY

- 2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

None to vendor's knowledge.

- 2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

Does not arise.

- 2.3 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

Not to vendor's knowledge.

- 2.4 What are the pedestrian and vehicular access routes to and from the Property?

Main road to front.

- 2.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

No.

3. ADVERSE RIGHTS AFFECTING THE PROPERTY

- 3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

Believed none.

- 3.2 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

Does not arise.

- 3.3 Are there any overriding interests to which the Property is subject?

Believed not.

- 3.4 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?

No.

- 3.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

No.

4. PHYSICAL CONDITION

- 4.1 Is the Property now, or has it ever been, affected by any of the following:

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

These are matters for the purchaser's surveyor. Caveat emptor applies.

- 4.2 Is there any Green Deal Plan affecting the Property?

Not applicable.

- 4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property including Conduits, fixtures, plant and equipment?

Not to vendor's knowledge. Caveat emptor applies.

- 4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

There is none.

- 4.5 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

There are none.

- 4.6 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.

As and when required only.

5. CONTENTS

- 5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

None,

- 5.2 Other than those belonging to an occupational Purchaser, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

Confirmed.

6. UTILITIES AND SERVICES

- 6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

Water sewerage electricity and telecoms. All mains and metered.

- 6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

Believed so. See lease.

- 6.3 Does the Property have a communal heating, cooling or hot water system?

No.

- 6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;

- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

The vendor cannot provide these as the bills are issued to the occupational tenants.

7. FIRE SAFETY AND MEANS OF ESCAPE

- 7.1 What are the current means of escape from the Property in case of emergency?

Front and rear doors.

- 7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

No.

- 7.3 Has there been any fire risk recommendation that has not been implemented?

The vendor is not aware.

8. PLANNING AND BUILDING REGULATIONS

- 8.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?

No.

- 8.2 Is any building or structure on the Property listed under planning law?

No.

- 8.3 What works have been carried out at the Property during the last 5 years?

Change to shopfront and signage.

- 8.4 What changes of use have taken place at the Property during the last 10 years?

Permission for hot food takeaway.

- 8.5 What is the existing use of the Property and how is it authorised under planning legislation?

Approval is granted for use as a hot food takeaway.

- 8.6 Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.

The documents furnished.

- 8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

No.

- 8.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

None.

- ~~8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?~~

9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

- 9.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

No.

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

No.

- 9.3 Are you aware of anything affecting the Property that is capable of being registered at Land Registry or Registry of Deeds but is not so registered?

No.

10. STATUTORY AND OTHER REQUIREMENTS

- 10.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

No.

- 10.2 Do you have a health and safety file for the Property?

No.

- 10.3 If the answer to enquiry 10.2 is yes

- (a) Is the file at the Property and available for us to inspect?
- (b) In what form will the file be provided to us upon completion?

- 10.4 Please supply a valid Energy Performance Certificate (EPC) for the Property.

Yrs.

- 10.5 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence used to support any registration in the Exemptions Register established under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

n/a.

- 10.6 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.

There is none.

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

None.

11. ENVIRONMENTAL

- 11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

None held.

- 11.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable).

n/a

- 11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

No.

- 11.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

Confirmed not aware.

- 11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

Confirmed not aware.

12. OCCUPIERS

- 12.1 Does anyone apart from you have any right to use or occupy the Property?

No.

- 12.2 If the Property is vacant, when and why did it become vacant?

The Property is occupied on the ground floor by Mohammed Anwar under a business tenancy.

13. INSURANCE

- 13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

No.

- 13.2 Please give details of any outstanding insurance claims in relation to the Property.

None.

- 13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

n/a.

- 13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

All

- 13.5 Please provide details of any breaches of any insurance policies relating to the Property.

None.

14. RATES AND OTHER OUTGOINGS

- 14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

No.

- 14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

No.

- 14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

No.

- 14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property.

The vendor cannot do so as the rate demand is issued to the occupational Tenant

- 14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

n/a.

15. NOTICES

Please supply a copy of any notices affecting the Property that you or your predecessors or any Purchaser or occupier have given or received and confirm that those notices have been complied with.

None.

16. DISPUTES

Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property its use and occupation.

None.

17. SDLT ON ASSIGNMENT OF A LEASE

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

- 17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

Does not arise.

- 17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

No.

- 17.3 Were any SDLT 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?

Does not arise.

18. DEFERRED PAYMENT OF SDLT

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

None.

19. VAT

- 19.1 If you are registered for VAT, please supply your VAT registration number.

No.

- 19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('TOGC') and therefore outside the scope of VAT.

n/a.

- 19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

Because there is no vat election.

- 19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

- 19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

Outside the scope.

20. CAPITAL ALLOWANCES

- 20.1 Is there anything in the Property upon which a capital allowances claim can be based?

No.

- 20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

Dated -16-11-2022

Signed Monday

CPSE.2

COMMERCIAL PROPERTY STANDARD ENQUIRIES

SUPPLEMENTAL ENQUIRIES

FOR COMMERCIAL PROPERTY SUBJECT TO TENANCIES

Seller:	Mohammad Khan
Buyer:	
Property:	20 Thomas St, Portadown BT62 3NP
Development (if appropriate):	
Transaction:	Sale
Seller's solicitors:	Hagan & McConville Portadown
Buyer's solicitors:	
Date:	16 November 2022

There is no need to repeat information in replies to CPSE.2 that has already been given in the replies to CPSE.1.

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INTERPRETATION

The terms defined in the Particulars to Enquiries CPSE.1 have the same meaning in these Supplemental Enquiries CPSE.2; the Introduction to Enquiries CPSE.1 is incorporated in CPSE.2 and the following interpretation also applies:

1996 Order: means the Business Tenancies (Northern Ireland) Order 1996.

Consent: refers to an approval, a licence or a permission (whether of the landlord, any superior landlord or any other person).

Landlord: includes licensor.

Let Unit: means each part of the Property used or intended for separate occupation and which is currently the subject of at least one tenancy relating solely to it.

Tenancy: refers to the particular occupation arrangement which is the subject matter of these Supplemental Enquiries, whether that occupation arrangement is a lease, underlease, licence or an agreement for a lease or licence.

Tenancy Documents: refers to the instrument creating the tenancy, any charges and mortgages relating to it, surrenders, variations, side letters, undertakings, applications, consents, memoranda, registrations, notices, orders, guarantees, concessions, franchise agreements, counsel's opinions, arbitrators' or experts' decisions and any relevant correspondence.

Tenant: includes subtenant and licensee.

Rent: includes licence fee.

SECTION 1

UNLET PARTS OF THE PROPERTY

~~Section 1 (enquiries 1-3) relates to those parts of the Property that are not let and should be answered in relation to each part of the Property that is not let.~~

1. ~~VOIDS~~

~~1.1 Please identify any areas of the Property that are intended to be let but which are not currently let.~~

~~1.2 In relation to each part identified, please explain how any previous Tenancy was ended, why there is no current letting and tell us whether anyone is expressing an interest in taking a Tenancy of it.~~

2. ~~COMMON PARTS~~

~~2.1 Please identify any areas of the Property which are common parts being parts which are not let but which are intended to be used in common by the occupiers of the Property.~~

~~2.2 Is use and maintenance of the common parts governed by any arrangements other than the terms of the Tenancies of the Let Units? If so, please provide details.~~

3. ~~RETAINED PARTS~~

~~Please identify any areas of the Property that are not let, not intended to be let and that are not common parts. Are any of these areas occupied?~~

SECTION 2

CURRENT TENANCIES

Section 2 relates to those parts of the Property which are currently the subject of a Tenancy and the Section 2 Enquiries (4-12) should be answered in relation to every Tenancy affecting each Let Unit or as otherwise indicated.

4. TENANCIES TO WHICH THE PROPERTY IS SUBJECT

- 4.1 Except to the extent already supplied, please provide copies of all Tenancy Documents together with a schedule of them and confirm that the originals will (where appropriate) be handed over on completion of the Transaction.

Copies are supplied. Originals will be handed over on completion of the transaction.

- 4.2 Who is in actual occupation?

All

- 4.3 What is the current use?

Ground floor, hot food takeaway. Upper floors, residential.

- 4.4 Are there any informal arrangements with any Tenant, which are not disclosed by the Tenancy Documents to be listed in the schedule?

No.

- 4.5 Please give details of any applications for Consent by a Tenant that:

- (a) have been made and are currently being considered;
- (b) have been made but since withdrawn; or
- (c) have been refused.

None.

5. RENT AND RENT REVIEW

5.1 In respect of the Rent currently payable:

- (a) how much is it; **see lease**
- (b) is it paid in pounds sterling; **yes**
- (c) who pays it; **tenant**
- (d) is it paid by banker's order or direct debit; **yes and**
- (e) to whom are Rent demands sent? **No demands were sent. Paid by standing order**

5.2 Except where apparent from the Tenancy Documents supplied, please:

- (a) give details of any Rent concessions, deferments, abatements, reverse premiums and other inducements; and
- (b) advise us of the results of any settled Rent review.

None

5.3 Please supply a schedule of outstanding Rent arrears and a record of Rent payments over the last three years.

None

5.4 Please confirm that:

- (a) any Rent reviews have taken place strictly in accordance with the terms of the relevant Tenancy;
- (b) any notices and applications for arbitration or for determination by an expert of any current reviews have been made on time; and
- (c) any review settlements are satisfactorily evidenced in accordance with the terms of the relevant Tenancy.

There have been no rent reviews.

5.5 In respect of any Rent reviews that are currently being negotiated, please state the present position and provide copies of all notices and correspondence.

None.

5.6 Except where apparent from the Tenancy Documents supplied:

- (a) has any Tenant made any improvement to a Let Unit which is to be ignored on Rent review; **No.**
- (b) since the original letting of the Let Unit have there been any alterations to its internal layout or physical arrangement or appearance which might affect the level of Rent achievable; **No.** And
- (c) are there any other circumstances which any Tenant has claimed have the effect of reducing the rental value? **No.**

~~6. ALTERATIONS AND REDECORATION~~

~~6.1 When was redecoration last carried out:~~

- ~~(a) externally; and~~
- ~~(b) internally?~~

~~6.2 What works have been carried out since the date of the instrument creating the Tenancy? Where required, have they been authorised by a Landlord's licence?~~

7. OUTSTANDING OBLIGATIONS AND VARIATIONS

7.1 Are there any outstanding obligations on the part of either Landlord or Tenant under any agreement for lease under which any Tenancy was granted?

No.

7.2 Except where apparent from the Tenancy Documents supplied, please give details of any variations to Tenancies and when they were effected.

None.

8. GUARANTEES AND BONDS

8.1 Please give full details of any arrangements under which a sum is deposited by a Tenant as security for, or on account of, payment of Rent or performance of any obligation. Has any claim been made under those arrangements?

None

- 8.2 Has there been any release or discharge of any guarantor, whether expressly or by operation of law?

No

- 8.3 Please confirm that the consent of the guarantor was obtained whenever necessary under the terms of any guarantee to preserve the guarantor's liability.

Does not arise

- 8.4 Except where apparent from the Tenancy Documents supplied, please give details of any guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations.

None

~~9. SERVICE CHARGES AND MANAGEMENT~~

~~Please answer the following in relation to the Property as a whole:~~

- ~~9.1 Unless apparent from the Tenancy Documents already supplied, what is the service charge accounting period and the estimated annual service charge for the current period?~~

- ~~9.2 Please give details of the annual service charge for the last three years (or longer if available) including copies of all certificates, auditors' reports, accounts and other documents relating to its calculation and apportionment.~~

- ~~9.3 Please supply:~~

- ~~(a) a schedule of any services you provide and a breakdown of the costs of each service;~~
- ~~(b) details of any sinking fund or reserve account; and~~
- ~~(c) details of any planned maintenance programme and projected expenditure.~~

- ~~9.4 In relation to each Let Unit please state:~~

- ~~(a) what proportion of the service charge is payable and how that proportion is calculated;~~

- ~~(b) whether there has been any variation of this proportion and whether any is contemplated;~~
- ~~(c) whether there are any capping or weighting provisions agreed with any Tenants; and~~
- ~~(d) whether there have been any disputes regarding the proportions payable.~~

~~9.5 Please confirm that if the Property were fully let then the total cost of providing the services would be recoverable from the Tenants. How do you deal with the proportion of service charge attributable to any unlet parts?~~

~~9.6 In respect of service charge arrears at any Let Unit please:~~

- ~~(a) tell us what sums are currently due but are unpaid; and~~
- ~~(b) provide a schedule of all service charge arrears over the past three years;~~

~~9.7 Have you incurred any expenditure which:~~

- ~~(a) has not yet been included in the accounts; or~~
- ~~(b) has been recovered but which may have to be repaid?~~

~~9.8 Except as already disclosed, have there been any complaints or disputes relating to the service charge?~~

~~9.9 Except as disclosed in response to the general enquiries please provide copies of the following and confirm that where possible you will procure their assignment to us:~~

- ~~(a) any insurance policies and service and maintenance contracts for lifts and plant at the Property;~~
- ~~(b) contracts for the provision of cleaning, security and other services; and~~
- ~~(c) contracts for the supply of gas, electricity, oil or other fuel.~~

~~9.10 Please give details of:~~

- ~~(a) any managing agents; and~~

~~(b) any permanent staff employed for on-site management of the Property.~~

~~9.11 What regulations have you made for the use and management of the Property that are not set out in the Tenancy Documents?~~

10. INSURANCE

10.1 In respect of each Let Unit please state:

- (a) what proportion of the insurance costs for the Property is payable and how that proportion is calculated; **None**
- (b) whether there has been any variation of this proportion and whether any is contemplated; **n/a**
- (c) whether there have been any disputes regarding the proportions payable; and **No**.
- (d) what sums in respect of insurance cost for the Property are due but currently unpaid. **None**

10.2 Please confirm that if the Property were fully let then all insurance costs would be recoverable from the Tenants. How do you deal with the proportion of insurance costs attributable to any unlet parts? **Insurance is not recoverable**

10.3 What, if any, arrangements have been made to exclude the insurer's right of subrogation against the Tenants? **None**

11. TERMINATION OF TENANCIES CLAIM CLOSE MORNING ADMIT

11.1 Except as included in the Tenancy Documents supplied, please supply copies of all notices, counter-notices, applications, claims, answers, requests or orders given or made pursuant to the 1996 Order and which are relevant to the current Tenancies.

None

11.2 Have any improvements been carried out to the Property that will be disregarded in assessing the rent payable on a renewal of the Tenancy pursuant to the 1996 Order?

No

11.3 Has any Tenant indicated formally or informally an intention to vacate?

No

11.4 Are there any negotiations for the surrender, renewal or variation of any Tenancy and have any terms been agreed?

No

12. RESIDENTIAL

Please confirm that the Property is not subject to any residential use.

The upper floors of the building are in residential use

13. DISPUTES, COMPLAINTS AND ENFORCEMENT

Except as already disclosed in replies to CPSE.7, please give details of:

- (a) any disputes or complaints in relation to any current Tenancy, whether or not resolved;

None and

- (b) any breaches of covenant relating to any Tenancy, including details of any waiver whether express or implied.

None

DATED 16 NOVEMBER 2022

SIGNED



LEASE (Part of a Building)

THE LAW SOCIETY
OF NORTHERN IRELAND



DATE:

LANDLORD: Mohammad Naeem Khan
of 6 Connaught Park Portadown BT62 3DF

LETS TO

TENANT: Mohammad Anwar
of

PROPERTY: the property Ground floor only
known as 20 Thomas Street
Portadown
BT62 3NP
being part of 20 Thomas Street
("the building"). Portadown
BT62 3NP

RIGHTS: which includes

LEASE PERIOD: for the period of one year ~~years~~ ~~months~~ starting on 29 August 2022
and ending on 28 August 2023 (together with any statutory extension thereof).

USE ALLOWED: for use as hot food takeaway

or any other use to which the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably).

RENT: The Tenant paying the Landlord rent at the rate of £ 10400.00 a year by
these instalments:

RENT DAYS: On the date of this Lease, a sum of £ 200.00 ~~for the period from~~
to ~~and equal instalments in advance on the~~ day of
each week / month / quarter (i.e. February, May, August and November) thereafter
~~together with the payment due under Clause 1.2 (Service Charge).~~

RENT REVIEW DATES: ~~The rent may be increased (under clause 9) with effect from~~
~~and every~~ anniversary thereof.

This lease is granted on the terms set out on pages 1-5 & 7 as added to or varied by any terms appearing on page 6 or any continuation page.

**THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS.
DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.**

1. **TENANTS OBLIGATIONS**
The Tenant is to pay the Landlord:
 - 1.1 the rent together with value added tax (if applicable);
 - 1.2 ~~the service charge in accordance with clause 3 (and this is to be paid as rent);~~
 - 1.3 a fair proportion (decided by a surveyor the Landlord nominates) of the cost of repairing maintaining and cleaning:
party wall, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property;
 - 1.4 the cost of any works to the property which the Landlord does after the Tenant defaults;
 - 1.5 the cost and expenses (including professional fees) which the Landlord incurs in:
 - (a) dealing with any application by the Tenant for consent or approval, whether or not it is given;
 - (b) preparing and serving a notice of a breach of the Tenant's obligations, under section 14 of the Conveyancing and Law of Property Act 1881, even if forfeiture of this lease is avoided without a court order;
 - (c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends.
 - 1.6 interest at the rate provided by the Law Society of Northern Ireland Conditions of Sale from time to time on any of the above payments when more than fourteen days overdue, to be calculated from its due date -
AND in making payments under this clause 1 :
 - (a) nothing is to be deducted or set off;
 - (b) any value added tax payable is to be added.
2. The Tenant is also to make the following payments, with value added tax where payable:
 - 2.1 all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due;
 - 2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due;
 - 2.3 a registration fee of £20 for each document which this lease requires the Tenant to register to be paid to the Landlord's solicitors when presenting the document for registration.
3. **SERVICE CHARGE**
~~The Landlord and the Tenant agree that:~~
 - ~~3.1 the service charge is to be the Tenant's fair proportion of each item of the service costs;~~
 - ~~3.2 the service costs:~~
 - ~~(a) are the costs which the Landlord fairly and reasonably incurs in complying with his obligations under clauses 12 and 13;~~
 - ~~(b) include the reasonable charges of any agent contractor consultant or employee whom the Landlord engages to provide the services under clause 12 and 13;~~
 - ~~(c) include interest at not more than the rate referred to in Clause 1.6 above on sums the Landlord borrows to discharge his obligations under clauses 12 and 13.~~
 - 3.3 The Tenant is to pay the Landlord interim payments on account of the service charge within 21 days of receiving written demand setting out how it is calculated;
 - 3.4 an interim payment is to be the Tenant's fair proportion of what the service costs are reasonably likely to be in the three months following the demand;
 - 3.5 the Landlord is not entitled to demand interim payments more than once in every three months;
 - 3.6 the Landlord is to keep full records of the service costs and at least once a year is to send the Tenant an account setting out, for the period since the beginning of the lease period or the last account as the case may be:
 - (a) the amount of the service costs;
 - (b) the service charge the Tenant is to pay;
 - (c) the total of any interim payments the Tenant has paid;
 - (d) the difference between the total interim payments and the service charge.
 - 3.7 within 21 days after the Tenant receives the account, the amount mentioned in clause 3.6(d) is to be settled by payment between the parties except that the Landlord is entitled to retain any overpayment towards any interim payments he has demanded for a later accounting period;
 - 3.8 the Landlord is either:
 - (a) to have the account certified by an independent chartered or certified accountant, or
 - (b) to allow the Tenant to inspect the books, records, invoices and receipts relating to the service costs;
 - 3.9 disagreements about the amounts of the service charge or the service costs are to be decided by arbitration under clause 17.5.
4. **USE**
The Tenant is to comply with the following requirements as to the use of the building and any part of it, and is not to authorise or allow anyone else to contravene them:
 - 4.1 to use the property only for the use allowed;
 - 4.2 not to use the property for residential accommodation;
 - 4.3 not to obstruct any part of the building used for access to the property or any other part of the building;
 - 4.4 not to do anything which might invalidate any insurance policy covering any part of the building or which might increase the premium;
 - 4.5 not to hold an auction sale in the property;
 - 4.6 not to use any part of the building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any other part of the building or of any neighbouring property;
 - 4.7 not to erect signs or display any advertisements on the outside of the property which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably);
 - 4.8 not to overload the floors or walls of the property;
 - 4.9 to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required.
5. **ACCESS**
The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property for these purposes:
 - 5.1 (a) inspecting the condition of the property, or how it is being used;
 - (b) doing works which the Landlord is permitted to do under clause 6.8(c) or 13;
 - (c) complying with any statutory obligation;
 - (d) viewing the property as a prospective buyer, tenant or mortgagee;
 - (e) valuing the property;
 - (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires or cables serving the building or any neighbouring property;

- 5.2 The Landlord is to give the Tenant and anyone authorised by him in writing, access to the adjoining property of the Landlord for the purpose of inspecting, cleaning or repairing the property or any sewers, drains, pipes, wires or cables serving the property;
- 5.3 The rights of the Landlord or Tenant in 5.1 and 5.2 above shall be exercised;
- 5.3.1 only on seven day's written notice except in emergency;
- 5.3.2 and during normal business hours except in an emergency;
- 5.4 and each party is promptly to make good all damage caused to the property or any neighbouring property as the case may be and any goods there in exercising these rights and will keep any disturbance to a minimum.

6 **CONDITION**

The Tenant is to comply with the following duties in relation to the property:

- 6.1 to maintain the state and condition of the inside of the property;
- 6.2 to decorate the inside and outside of the property;
 - (a) in every fifth year of the lease period;
 - (b) in the last three months of the lease period (however it ends) except to the extent that it has been decorated in the previous year;
- 6.3 where the property has a shop front to maintain and decorate it;
- 6.4 when decorating, the Tenant is to use the colours and types of finish used previously;
- 6.5 to do the work to the property required by any public authority.
- 6.6 the inside of the property is to include all ceilings, floors, doors, door frames, windows, window frames and plate glass and the internal surfaces of all walls but is to exclude all joists immediately above ceilings and supporting floors;
- 6.7 but the Tenant need not:
 - (a) alter or improve the property;
 - (b) make good damage caused by an insured risk, except to the extent that the policy moneys have not been paid because of any act or default of the Tenant;
- 6.8 if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:
 - (a) start the work within two months, or immediately in case of emergency, and
 - (b) proceed diligently with the work; or
 - (c) in default, permit the Landlord to do the work;
- 6.9 not to make any structural alterations or additions to the property;
- 6.10 not to make any other alterations unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably);
- 6.11 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged.

7 **ASSIGNMENT/SUBLETTING**

The Tenant is to comply with the following:

- 7.1 the tenant is not to share occupation of the property and no part of it is to be assigned, sublet or occupied separately from the remainder;
- 7.2 the Tenant is not to assign, sublet, licence or allow another party to occupy the whole of the property unless the Landlord gives written consent in advance, and the Landlord is not entitled to withhold that consent unreasonably so however where the Landlord reasonably believes that the proposed assignee may not comply with the terms of this Lease, the Landlord may require such assignee to provide a suitable guarantor;
- 7.3 any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet;
- 7.4 within four weeks after the property is transferred, mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer, mortgage or sublease sent to them for registration with the fee payable under clause 2.3.

8 **OTHER MATTERS**

The Tenant:

- 8.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as he receives it;
- 8.2 is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let;
- 8.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance;
- 8.4 is to comply with all requirements or recommendations of the Police Service of Northern Ireland or the Northern Ireland Office or the Compensation Agency (or any public department or agency which may in the future discharge their functions) and the reasonable requirements of the Landlord for the protection and security of the property against criminal damage and is to compensate the Landlord for any loss suffered by the Landlord arising out of a breach of this clause.

9 **RENT REVIEW**

- 9.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date;
- 9.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:
 - (a) the willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who had occupied the property;
 - (b) the property is vacant and had not been occupied by the Tenant or any sub-tenant;
 - (c) the property can immediately be used;
 - (d) the property is in the condition required by this lease and any damage caused by any of the risks insured under clause 12 or caused by criminal damage has been made good;
 - (e) during the lease period neither the Tenant nor any sub-tenant has done anything to the property to increase its rental value, other than anything which the Tenant was obliged to do under the terms of this lease.
- 9.3 if the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease.
- 9.4 if the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 18.6.
- 9.5 (a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided.
 - (b) Starting on that rent day, the Tenant is to pay the new rent.
 - (c) On that rent day, the Tenant is also to pay the amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the rate set out in Clause 1.6 hereof.

- 10 **DAMAGE**
If the property is or the common parts are damaged by any of the risks to be insured under clause 12 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:
- 10.1 the rent, or fair proportion of it, is to be suspended for three years or until the property or the common parts are fully restored, if sooner;
- 10.2 if at any time it is unlikely that the property or the common parts will be fully restored within three years from the date of the damage, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other during the three year period, in which case: -
(a) the insurance money and any criminal damage compensation in respect of the property (but not the tenant's fixtures and fittings therein nor stock nor consequential loss) belongs to the Landlord and
(b) the Landlord's obligation to make good damage under clause 12 ceases.
- 10.3 a notice given outside the time limits in clause 10.2 is not effective;
- 10.4 any dispute arising under any part of this clause is to be decided by arbitration under clause 18.6.

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

- 11 **QUIET ENJOYMENT**
While the Tenant complies with the terms of this Lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord.
- 12 **INSURANCE**
The Landlord agrees with the Tenant:
- 12.1 the Landlord is to keep the building (except the plate glass) insured with reputable insurers to cover:
(a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent;
(b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord;
so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions.
- 12.2 and to take all necessary steps to make good as soon as possible damage to the building caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant;
- 12.3 and to give the Tenant at his request once a year particulars of the policy and evidence from the insurer that it is in force;
- 12.4 and that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy.
- 13 **SERVICES**
The Landlord is to comply with the following duties in relation to the building:
- 13.1 to maintain the state and condition (including the decorations) of:
(a) the structure, outside, roof, foundations, joists, floor slabs, load bearing wall, beams and columns of the building; and
(b) those parts of the building which tenants of more than one part can use ("the common parts").
- 13.2 to decorate the common parts and the outside of the building every five years, using colours and types of finish reasonably decided by the Landlord;
- 13.3 to pay promptly all periodic rates, taxes and outgoings relating to the common parts, including any imposed after the date of this lease (even if of a novel nature);
- 13.4 to pay or contribute to the cost of repairing, maintaining and cleaning party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and other things used or shared with other property;
- 13.5 to provide the services listed on page 5, but the Landlord is not to be liable for failure or delay caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of the Landlord.
- 14 **FORFEITURE**
- 14.1 The lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to whenever:
(a) payment of any rent is fourteen days overdue, even if it was not formally demanded;
(b) the Tenant has not complied with any of the terms in this lease;
(c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed;
(d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it;
- 14.2 The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor.
- 15 **END OF LEASE**
When this lease ends the Tenant is to:
- 15.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it;
- 15.2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes.
- 16 **BOUNDARIES**
- 16.1 This lease does not let to the Tenant the external surfaces of the outside walls of the property and anything above the ceilings and below the floors.
- 16.2 **FACILITIES**
The Tenant is to have the use, whether or not exclusive, of any of the following facilities:

the right for the Tenant and visitors to come and go to and from the property over the parts of the building designed or designated to afford access to the property, the rights previously enjoyed by the property for shelter and support and for service wires, pipes and drains to pass through them, and the right to park vehicles in any designated parking area subject to any reasonable rules made by the Landlord.
- 16.3 The Landlord is to have the rights previously enjoyed over the property by other parts of the building for shelter and support and for service wires, pipes and drains to pass through it, and the right for the Landlord and his tenants and their visitors to come and go to and from the other parts of the building over the parts of the property designated for that purpose.
- 17 **VARIATIONS AND ADDITIONS**
This lease is granted on the terms recommended by the Law Society of Northern Ireland which are set out in pages 1-5 and 7 as added to or varied by any terms appearing on page 6 or any attached continuation page.

GENERAL

18 PARTIES' RESPONSIBILITY

- 18.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually.

LANDLORD

- 18.2 The Landlord includes the person who, at any particular time, has the right to receive rent under this lease.

TENANT

- 18.3 The Tenant includes the person who, at any particular time, is given the right by this lease to possess the property.

SERVICES OF NOTICES

- 18.4 The rules about serving notices in Section 67 of the Conveyancing and Law of Property Act 1881 (as since amended) apply to any notice given under this lease.

ARBITRATION

- 18.5 In the event of any dispute or difference arising between the Landlord and the Tenant which is not resolved by negotiation, either party may refer the matter to the Law Society of Northern Ireland Dispute Resolution Service ("the Service") and if the matter has not been resolved within 14 days of referral to the service or such longer period as both Landlord and Tenant shall agree, then the mediation by the Service shall be deemed to be at an end and (subject to clause 18.6 below) each party shall be free to pursue its own remedies.
- 18.6 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act (1996). The Landlord and the Tenant may agree the appointment of the arbitrator, or either or them may apply to the President of the Law Society

HEADINGS

- 18.7 The headings and marginal notes do not form part of this lease.

AGREEMENT FOR LEASE

- 18.8 It is hereby certified that there is no agreement for lease to which this lease gives effect.

SERVICES

These are the services mentioned in clause 13.5 (delete or add as required)

~~Cleaning of common parts.~~

~~Lighting of the common parts.~~

~~Heating of the common parts.~~

~~Lift maintenance.~~

~~Hot and cold water to wash hand basins in the common parts.~~

~~Porterage.~~

~~Fire extinguishers in the common parts.~~

~~Heating in the property.~~

~~Window cleaning for the building.~~

~~Furnishing the common parts.~~

VARIATIONS AND AMENDMENTS

The lease includes the following items of equipment which shall be surrendered to the Landlord at the end of the Term in good serviced condition:

1. Three Stainless steel (premium) worktables (200cm @ 70 cm).
 2. Panasonic TV
 3. Cash register machine.
 4. Two chest freezers.
 5. Italian Prisma Basic 44-twin deck electric pizza oven (8@12).
 6. Pizza Oven table.
 7. Combisteei ecofrost triple door undercounter fridge.
 8. Gastroline-S903. Saladette.
 9. Lincat (OG7110/N) Single tank Natural Gas fryer with Single basket.
 10. Lincat -BS4W Bain Marie.
 11. Lincat-CS4 Chips Scuttle.
 12. Archway Doner Kebabs Machine with 4 burners (Natural Gas).
 13. Doner Kebabs electric Cutter.
 14. Hindi Cans Opener.
 15. Professional Dough Mixer- DN50.
 16. LG commercial touch screen microwave.
 17. Stainless steel two pots commercial Sink.
 18. Two Pizza Balls Tray.
 19. Drink cooler-COCA COLA
 20. Ice-A-Cooler. Stainless steel Fridge with double doors(750L)
 21. Dynamic commercial Blunder-(N.Mix91).
 22. Windows glass electric cleaner.
 23. Hand electric Steam cleaner.
- (All the above equipment in new condition)

GUARANTEE BOX

The terms of this box only take effect if a guarantor is named and then only until the Tenant assigns this lease with the Landlord's written consent? The Guarantor must sign this lease.

'Guarantor':

of

agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease period or any statutory extension of it. If the Tenant is insolvent and this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord agrees to vary this lease or gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with all or any of the terms of this lease, the Guarantor's obligation remains fully effective.

SIGNED sealed and delivered by/on behalf of/the Common
Seal of/the Landlord/was applied hereto/in the presence of:

Witness:

Declan McConville

Witness's occupation and address:

Declan McConville
Solicitor
34 Edward Street
PORTADOWN
BT62 3NE

M. Khan
.....
LANDLORD

SIGNED sealed and delivered by/on behalf of/the Common
Seal of/the Tenant/was applied hereto/in the presence of:

Witness:

[Signature]

Witness's occupation and address:

[Signature]
.....
TENANT

SIGNED sealed and delivered by/on behalf of/the Common
Seal of/the Guarantor/was applied hereto/in the presence of:

Witness:

Witness's occupation and address:

.....
GUARANTOR

Witness:

Witness's occupation and address:

**THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS.
DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.**



Law Society of Northern Ireland
LEASE (Part of a Building)

Landlord:

Mohammad Naeem Khan

Tenant:

Mohammad Anwar

Property:

Ground floor only
20 Thomas Street
Portadown
BT62 3NP

Building:

20 Thomas Street
Portadown
BT62 3NP

Solicitor:

Hagan & McConville
Portadown

(Equipment schedule)

- (1) Three Stainless steel (premium) work tables (200cm @ 70 cm).
 - (2) Panasonic TV
 - (3) cash register machine.
 - (4) two chest freezers .
 - (5) Italian Prisma Basic 44-twin deck electric pizza oven (8@12).
 - (6) pizza Oven table.
 - (7) Combisteel ecofrost triple door undercounter fridge .
 - (8) gastrolino-S903. Saladette .
 - (9) Lincat (OG7110/N) Single tank Natural Gas fryer with Single basket.
 - (10) Lincat -BS4W Bain Marie .
 - (11) Lincat-CS4 Chips Scuttle.
 - (12) Archway Doner Kebabs Machine with 4 burners (Natural Gas).
 - (13) Doner Kebabs electric Cutter.
 - (14) Hindi Cans Opener.
 - (15) Professional Dough Mixer- DN50.
 - (16) LG commercial touch screen microview .
 - (17) stainless steel two pots commercial Sink.
 - (18) two Pizza Balls Tray.
 - (19) Drink cooler-COCA COLA
 - (20) Ice-A-Cooler. STainless steel Fridge with double doors(750L).
 - (21) Dynamic commercial Blunder-(N.Mix91).
 - (22) Windows glass electric cleaner.
 - (23) Hand electric Steam cleaner.
- (All the above equipment are new condition)

Date 29 / 08 / 2022

Signed by (1) Tenant 

(2) Landlord M. Naeem Khan

(TENANCY AGREEMENT)

This tenancy agreement is made on (01/03/2022) between M. Khan (the Landlord) and Mitko Mitev ,Anelia Miteva,Mihail Mitev and Anna Miteva(the tenants) takes the dwelling and the premises (3 bedrooms) known as the (20A Thomas street Portadown County Armagh,BT62 3NP) together with the furniture and household effects now in the premises (as set in the schedule below) on the following terms.

(1).The premises and the furniture and the household effects shall be the tenant from (30 / 03 / 2022) for a period of one year up to (27 / 12 / 2022) ,after which times and providing all is in order with condition of property and rental payments have been kept up to date.The tenancy may be determine by either the landlord or the tenants giving as if required by the law a 4 weeks notice in writing .

(2).The rent payable by the tenants for the period of one year is (£140.00) per week for a period of one year.The rent must be paid directly to the landlord account every week.After the one year Landlord shall have the rights to increased the weekly rent (should the Tenancy agreement continue).

(3).The tenants shall be responsible for all covenants to pay all the rates assessed on the premises .

(4)The tenants shall pay all the outgoings for the premises .

(5).The tenants shall be responsible for the insurance of their own contents.

(6).During the tenancy agreement or any continuance of it ,the tenants shall keep the premises in good and repair condition and shall pay a reasonable allowance being made for wear and tear .PTO.

(7).On the signing of this agreement and prior to taking possession of the premises the tenants shall pay the sum of (£00) to the Landlord as a deposit and this deposit shall be returned to the tenants at the end of the tenancy or any continuance of it on condition that no damage has in the meantime been caused to the premises or to the furniture and household effects and on condition that the tenant has full field all the terms of this tenancy agreement and landlord shall be entitled in the Landlord absolute discretion to deduct any amount from the deposit which is necessary to make good any damage caused by the tenants and tenants will not be released by the deposit from obligation or covenant on the tenant part contained in this agreement for paying any sum paid necessary to the Landlord (subclause) should damaged caused during this tenancy (if any) amount to more than the deposit taken from the tenants(tenants will automatically be held liable for such cost).

(8).During the tenancy created by this agreement or any continuance of it the tenants shall not(without the permission in writing of the Landlord first had any obtained)keep any animals or birds to enter or remain in the dwelling situated on the premises.

(9).One bin have been provided by the Landlord and which it is the sole responsibility of the tenants to keep the same in good clean order making sure they are put on the appropriate bins collection days to be emptied.And should bin get stolen damaged or lost it will be the tenants responsibility to replace the same and landlord will not be held liable for such.

(10).Tenants must keep the noise pollution to a respectable minimum.And if tenants wish to watch a TV in the premises they must obtain the necessary license as Landlord will not be held liable for such.

(11).The tenants shall permit the Landlord or person (who duly authorized by the Landlord) at reasonable times to enter the premises for the purpose of examining the state and condition of the premises furniture and household effects (specified in the schedule below).

(12)This agreement is based on the named people as mentioned above, should any other people move into the premises (without the Landlord consent) will result in automatically termination of the tenancy agreement without no monies due back.PTO.

Signed by (1). Landlord. *Muhammad Mahmud Khan*
(2). Tenant. *Mitko Mitko Lov Mitko*

Application for first registration where original deeds are lost or destroyed



Land & Property Services.

THE LAND REGISTRY

DATE: 24 September 2019

1. Description of the Land**"The land"**

The land shown edged by a red line on the map attached hereto, edged by a green line on the map attached hereto, known as 20, THOMAS STREET, TAVANAGH, PORTADOWN, COUNTY ARMAGH, BT62 3NP

2. Applicants**"The applicant"**

MOHAMMAD NAEEM KHAN of 20, THOMAS STREET, TAVANAGH, PORTADOWN, COUNTY ARMAGH, BT62 3NP is full owner

3. Limited Ownership**4. Applicant's estate and class of title sought**

Good Fee Farm Grant title by virtue of a Fee Farm Grant dated 20 November 1895 between William Henry Walter and other and Henry Richardson and other edged by a red line on the map attached hereto.

An Original Conveyance more than 20 years old, which recites the Fee Farm Grant and sufficiently identifies the property, or a Certified Copy Conveyance more than 20 years old when the Conveyance relates to more land is enclosed.

Good Fee Farm Grant title by virtue of a Fee Farm Grant dated 26 September 1908 between Seth Robb and Jane Anna Spence edged by a green line on the map attached hereto.

An Original Conveyance more than 20 years old, which recites the Fee Farm Grant and sufficiently identifies the property, or a Certified Copy Conveyance more than 20 years old when the Conveyance relates to more land is enclosed.

5. Acquisition

The applicant(s) acquired the land on 15 April 2019 by virtue of a deed of Conveyance dated 15 April 2019 between KEITH HENRY PERCIVAL and MOHAMMAD NAEEM KHAN

6. Appurtenant Rights

[NB: Mapping of this right will not be carried out by Land Registry. A note of a claimed appurtenant right will only be registered where the requisite additional fee has been paid.]

7. Easements

[NB: Mapping of this right will not be carried out by Land Registry. A note of the existence of a Schedule 5 burden will only be registered where the requisite additional fee has been paid.]

8. SCHEDULE - BURDENS

Item No.	Particulars of burdens
1	The yearly rent and covenants contained in the Conveyance of the Fee Farm Grant dated 20 November 1895 between WILLIAM HENRY WALTER AND OTHER and HENRY RICHARDSON AND OTHER being indemnified by the Conveyance dated 30 April 1991 between MYRA WATSON (1) and ALBERT DALE, JOHN GUSTAF EBERSTEIN, PERCY SAMUEL BRISTOW, KEITH HENRY PERCIVAL, WILLIAM JOHN PORTER, and EDWARD PERRY BROOK ARMSTRONG DOUGLAS of the other part
2	The yearly rent and covenants contained in the Conveyance of the Fee Farm Grant dated 26 September 1908 between SETH ROBB and JANE ANNA SPENCE.

PRECEDENT LD2

LAND REGISTRY

Class of Title: Good Fee Farm Grant

Document dated: 20/11/1895 between WILLIAM HENRY WALTER AND OTHER and HENRY RICHARDSON AND OTHER

I hereby certify as follows:

1. I act for the above-named applicant ("The Applicant").
2. This certificate is supplemental to my application for first registration.
3. I have thoroughly examined the title to the property and made all necessary searches and enquiries regarding the title deeds
4. It is neither necessary nor appropriate to advertise in the particular circumstances of the loss or destruction
5. The title deeds to the property have been lost or destroyed
6. The applicant is the person entitled to custody of the title deeds. The title deeds have not been pledged or deposited as security for money and are not held by way of lien.
7. The boundaries of the property are shown on the map accompanying this application and my enquiries have not disclosed any disputes about the boundaries
8. The applicant is the legal and beneficial owner of the property, is in exclusive possession of the property and is entitled to be registered as full owners with Good Fee Farm Grant title

PRECEDENT LD2

LAND REGISTRY

Class of Title: Good Fee Farm Grant

Document dated: 26/09/1908 between SETH ROBB and JANE ANNA SPENCE

I hereby certify as follows:

1. I act for the above-named applicant ("The Applicant").
2. This certificate is supplemental to my application for first registration.
3. I have thoroughly examined the title to the property and made all necessary searches and enquiries regarding the title deeds
4. It is neither necessary nor appropriate to advertise in the particular circumstances of the loss or destruction
5. The title deeds to the property have been lost or destroyed
6. The applicant is the person entitled to custody of the title deeds. The title deeds have not been pledged or deposited as security for money and are not held by way of lien.
7. The boundaries of the property are shown on the map accompanying this application and my enquiries have not disclosed any disputes about the boundaries
8. The applicant is the legal and beneficial owner of the property, is in exclusive possession of the property and is entitled to be registered as full owners with Good Fee Farm Grant title

9. Certificate of Title

I hereby certify as follows:

- (a) I act for the Applicant in relation to the land and I have investigated the title fully.
- (b) All necessary searches and enquiries have been made.

(c) I believe that the Applicant is in undisputed possession of the land or in sole receipt of the rents and profits thereof and I am satisfied that the land is not subject to any burden requiring entry on the title register except for the matters listed in the Schedule hereto. The applicant is entitled to the benefit of such appurtenant right (if any) as is referred to in Panel 6.

(d) None of the persons named as Applicant is a minor or a bankrupt or the subject of insolvency proceedings or is a company which does not have power to hold, sell, mortgage, lease, or otherwise deal with the land.

(e) I am not aware of any circumstances whereby the Applicant's title may be set aside or impeached in any matter whatsoever under the Insolvency (Northern Ireland) Order 1989.

(f) The person or persons (if any) identified in the Schedule as being entitled to the interest of the mortgagee or chargee under a mortgage or charge is/are entitled to be registered as owner of that mortgage or charge and as solicitor for such person(s) I apply for registration of ownership.

(g) All material information has been supplied and I enclose the documents mentioned in Panels 4 and 5, and mortgage or charge to be registered and any other document mentioned in Panels 6 or 7 or in the Schedule hereto.

(h) The applicant is entitled to be registered as owner of the land for the estate and with the class of title stated above subject only to the burdens listed in the Schedule hereto and I request registration accordingly.

(i) I am applying for an extension of time as the application could not have been made within the period specified in Schedule 2 to the Land Registration Act (NI) 1970 or could only have been made within that period by incurring unreasonable expense.

Signature of partner or authorised Solicitor:.....*Debra n' Conville*.....
(Signature must be of a qualified Solicitor not that of the firm)

Date *24 September 2019* Name of Firm *HAGAN & n' CONVILLE*

ACEmap™ Online Scale 1:1250 Plan No. 20004NW3

Printed: 14/03/2008

Customer Ref. LG/PW/FAITH20 THOMAS ST

This map relates to the following address or grid reference

20, FAITH MISSION BOOKSHOP, THOMAS STREET, , PORTADOWN, BT62 3NP



301205

353979

353850

353800

353750

353700

353650

353600



353590

301000
300995

301050

301100

301150

You may only copy this map with the permission of OSNI. See reverse for details.

Licence / Permit No.

Plot I.D. 180997

© Crown Copyright 2007

Details of Pending Applications:

Application Number	Application Type	Applicant Reference	Applicant	Date Lodged
There are no pending applications.				

Folio: AR135950

County: Armagh

Date Searched to: 19/8/2022

Land Certificate History:

Land & Property Services – The Land Registry

TITLE REGISTER

Date of First Registration: 27/02/2020 Folio: AR135950
 Edition: 1 County: Armagh
 Opened: L.R. Map Reference:
 Prior Title (if any): Grid Reference:
 Area: Under one hectare

PART I – containing a description of the land and, where appropriate, particulars of the lease under which it is held.

As to the land No 1:-
 Form 1
 Document No: 2019/751667/V
 For Root of Title
 Document No: 2019/751667/N

As to the land No 1:-
 The freehold land shown on the Registry map relating to the above Folio and comprising a plot of land in the townland of Tavanagh, being part of 20 Thomas Street, Portadown

As to the land No 2:-
 Form 1
 Document No: 2019/751667/V
 For Root of Title
 Document No: 2019/751667/N

As to the land No 2:-
 The freehold land shown on the Registry map relating to the above Folio and comprising a plot of land in the townland of Tavanagh, being part of 20 Thomas Street, Portadown

Registered on First Registration
 As to the land No 1:
 Document No: 2019/751667/N
 As to the land No 2:
 Document No: 2019/751667/N

There are excepted and reserved out of the said land all such matters and things as are excepted and reserved in and by the Fee Farm Grant referred to in the said Document.

As to the land No 2:
 Registered on First Registration
 Document No: 2019/751667/N

There are excepted and reserved out of the said land all such matters and things as are excepted and reserved in and by the Fee Farm Grant referred to in the said Document.

PART II – containing the name and address of the registered owner and the other particulars relating to ownership of the land.

Date of Registration & Remarks	Particulars
	CLASS OF TITLE: Good Fee Farm Grant
	As to the land No 2. Good Fee Farm Grant

Date of Registration & Remarks	Particulars
Registered on First Registration Document No: 2019/751667/D	MOHAMMAD NAEEM KHAN of 20 THOMAS STREET, TAVANAGH, PORTADOWN, COUNTY ARMAGH, BT62 3NP is full owner.

PART III – containing particulars relating to burdens and charges etc.

Date of Registration & Remarks	Particulars
Registered on First Registration Document No: 2019/751667/N	The yearly rent reserved by and the covenants and conditions on the part of the grantee contained in the Fee Farm Grant referred to in Part I but with the benefit of the indemnity referred to in Document No 2019/751667/N.
Registered on First Registration Document No: 2019/751667/N	The yearly rent reserved by and the covenants and conditions on the part of the grantee contained in the Fee Farm Grant referred to in Part I



Land & Property Services

Seirbhís Talún & Maoinne

THE LAND REGISTRY | CLARLANN NA TALÚN

Date: 09 Mar 2020
County: Armagh
Folio: AR135950
Scale: 1:1250
Our Ref: 2020/198547
Your Ref: K179-3CP
Map Ref(s): 20004NW3

Sheet 1 of 1

Key to folio labels:

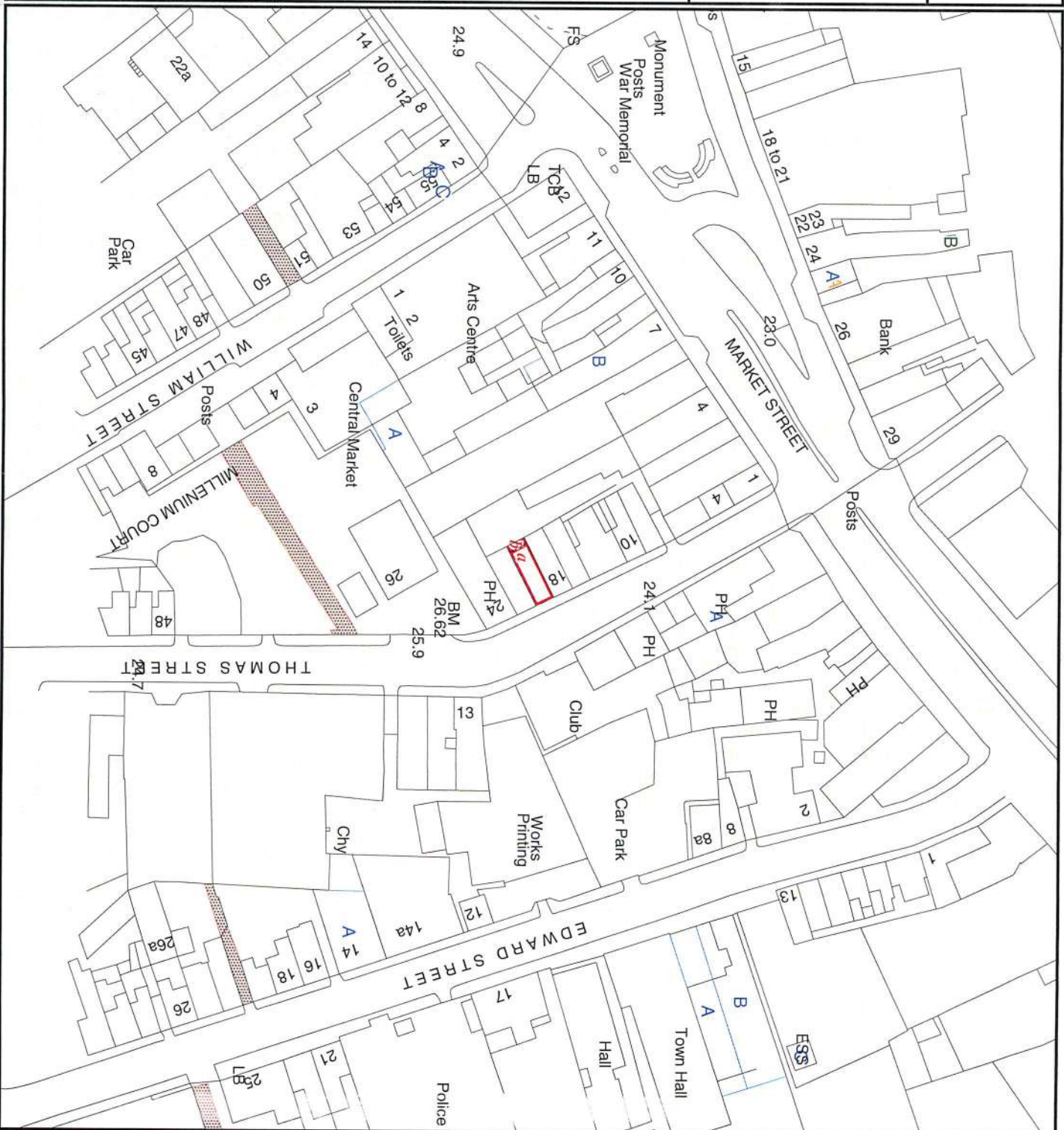
a - AR135950 No.1
b - AR135950 No.2

This map is for location purposes only (Title 14(1) of the Land Registration Rule (Northern Ireland) 1984 as amended). It is not a legal document and should not be relied upon for legal purposes. The map is based on the Ordnance Survey (OS) data and the Land Registration Act (LRA) 1970. The OS data is the definitive source of information for the location of land. The LRA 1970 provides for the registration of land and the creation of a public register of land. The map is a copy of the original map and is not a legal document. It should be used for location purposes only. The map is based on the OS data and the LRA 1970. The OS data is the definitive source of information for the location of land. The LRA 1970 provides for the registration of land and the creation of a public register of land. The map is a copy of the original map and is not a legal document. It should be used for location purposes only.

This copy map shows the location of the lands comprised in the title listed above.

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Land & Property Services

Seirbhísí Talún & Maoine

THE LAND REGISTRY | CLÁRLANN NA TALÚN

Date: 09 Mar 2020
County: Armagh
Folio: AR135950
Scale: 1:250
Our Ref: 2020/198547
Your Ref: k179-3cp
Map Ref(s): See Map Sheet 1

Clarification Sheet 1 for map sheet 1

Key to folio labels:

a - AR135950 No.1

b - AR135950 No.2

This map is for location purposes only (Rule 141(1) of the Land Registration Rule (Northern Ireland) 1994 as amended by paragraph 19 of the Schedule to the Amendment Rules 2000). Folio boundaries are not guaranteed. (Section 64 of the Land Registration Act(Northern Ireland) 1970). The co-incidence of Land Registry markings and OSNI features may have been affected by revisions of the OSNI map subsequent to registration.

This map has been prepared using the largest scale Land Registry map available for the area. Any future Deed map should be based on the largest scale OS Irish Grid Plan available for the area.
N.B. Folio boundaries are not conclusive (unless so described on the folio). See S64 of the Land Registration Act (NI) 1970. Where there is any doubt concerning boundaries, the original Instrument or Document should be inspected.

This copy map shows the location of the lands comprised in the folio listed above.

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Dated the 20th day of September 1908

Mr. SETH ROBB

- To -

MRS. JANE ANNA SPENCER.

Copy/

L E A S E

for ever

Rent £15. 6. 3.

Cpl.

Registry of Deeds.

DUBLIN

267

28 Sep 1908

9/8.

E. D. Atkinson & Son,

Solicitors,

Tandragee and Portadown.

Copied by/

J. Sydney Bright,

Solicitor,

PORTADOWN.

Cpl.

£1. 15. 0.

19/08.

entered in the Registry
at Dublin at 50
minutes after 12 o'clock
on the 28th day of
September 1908 Book 71
17.

L. Mooney,

A.R.

THIS INDENTURE MADE the Twenty-sixth day of September One thousand nine hundred and
----- eight BETWEEN SETH ROBB of Woodside Portadown in the County of Armagh
Gentleman of the one part and JANE ANNA SPENCE of Gleneden Portadown aforesaid wife of Mr. Thomas
Henry Spence J.P. of the other part WITNESSETH that the said Seth Robb for and in consideration
the yearly rent and covenants hereinafter reserved doth hereby grant and demise unto the said Jane
Anna Spence her heirs and assigns ALL THAT AND THOSE that piece or plot of building ground in
Thomas Street in the Town of Portadown in the Barony of O'Neilland West and County of Armagh
containing in front to the new line in Thomas Street Twenty-four feet five and one half inches
in the rear Twenty five feet and in depth from front to rear on the north west forty eight feet
three inches and on the South East Forty four feet nine inches be the said several admeasurement
or any of them more or less bounded on the North East by the new line of Thomas Street on the
North West by other premises of the Grantees on the South East by Tottons and Cummies premises
and on the South West by Mr. J. Kellys premises together with a right of way four feet wide from
the rear of said granted premises to the gateway leading to Thomas Street as the same was granted
to said Seth Robb by Indenture bearing date the Fifth day of December One thousand nine hundred
and six made between Henry Richardson of the First part Hamilton Robb of the Second part said
Thomas Henry Spence of the Third part and said Seth Robb of the Fourth part EXCEPTING AND ALWAYS
RESERVING as in and by the Leases or Grants under which the Grantor holds the premises is except
and reserved TO HAVE AND TO HOLD the said Granted premises with the rights members and
appurtenances thereunto belonging or in anywise appertaining unto and to the use of the said Jane
Anna Spence her heirs and assigns for ever she the said Jane Anna Spence her heirs and assigns
YIELDING AND PAYING therefor and thereout yearly and every year during the term hereby granted
unto the said Seth Robb his heirs and assigns the yearly rent or sum of fifteen pounds six shillings
and three pence to be paid by two even and equal half yearly payments on every first day of May
and first day of November over and above all taxes charges and impositions whatsoever (the
Landlords proportion of Income Tax only excepted) the first payment thereof to be made on the first
day of May next AND if the said reserved yearly rent or any part thereof shall happen to be
behind or unpaid for or by the space of twenty one days next after any of the days hereintofore
mentioned then and so often as it shall so happen it shall and may be lawful for the said Seth
Robb his heirs or assigns into the said Granted premises or any part thereof to enter and distrain
and the distress and distresses then and there found to load drive carry and take away and the
same to dispose of according to law for satisfaction of the said rent and all arrears thereof and
costs of distraining for the same and if no sufficient overt distress or distresses shall be found
on the said granted premises to satisfy the said rent and all arrears thereof then it shall be
lawful for the said Seth Robb his heirs or assigns into the said granted premises or any part
thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as if
his or their former estate anything in these presents contained to the contrary in anywise
notwithstanding AND the said Jane Anna Spence hereby covenants with the said Seth Robb that she
said Jane Anna Spence her heirs and assigns shall from time to time and at all times hereafter
well and truly pay unto the said Seth Robb his heirs or assigns the said reserved yearly rent on
the said days or times hereinbefore mentioned and appointed for the payment thereof clear above
all taxes as aforesaid rent AND ALSO that the said Jane Anna Spence her heirs or assigns shall
within three years from the date hereof expend on the said granted premises the sum of Two hundred
pounds at least in the erection and completion of one or more dwelling houses shops or stores with
the necessary out offices AND ALSO that the said Jane Anna Spence her heirs or assigns shall
during the continuance of this Grant repair uphold support maintain and keep the said granted
premises/

premises and every part thereof and all improvements made and to be made thereon in good sufficient order repair and condition and at the end of the term hereby granted or other sooner determination of this demise leave and yield up the same unto the said Seth Robb his heirs or assigns AND FURTHER that the said Jane Anna Spence her heirs or assigns shall not nor will obstruct the usual flowing of rain or other water from the direction of the old Preaching House yard across the granted premises but shall and will permit it to have its fall as heretofore through or over the said granted premises and shall and will preserve and keep up in the said granted premises sufficient ducts to carry off the same AND FURTHER that the said Jane Anna Spence her heirs or assigns shall within three calendar months next after each of the said ~~yearly~~ dwelling houses shall have been roofed in and from thence throughout the continuance of the said term hereby granted at the expense of her the said Jane Anna Spence her heirs or assigns insure and keep insured against loss or damage by fire said dwelling houses shops or stores and the offices thereto respectively belonging with some good and sufficient office or offices in a sum of Two hundred pounds at the least and shall and will when thereunto required by the said Seth Robb his heirs or assigns produce to him or them the receipts or vouchers for the expenditure of the said sum of Two hundred pounds or otherwise satisfy him or them that the said monies have been expended as aforesaid AND ALSO the Policy or Policies of such Insurance or Insurances as to be affected as aforesaid and the receipt for the current years premium and other sums payable in respect thereof and will also lay out all the monies received under or by virtue of any such insurance or insurances in or towards substantially repairing rebuilding and reinstating all or such part or parts of the said erections or buildings and improvements as shall have been destroyed or damaged by fire and if same shall be insufficient for the purpose then will make good the deficiency out of his or their own monies AND ALSO that if and whenever the said Jane Anna Spence her heirs or assigns shall neglect or fail to effect or maintain any such insurance or Insurances the said Seth Robb his heirs or assigns may effect or renew and maintain the same and may recover all monies paid by him or them for that purpose from the said Jane Anna Spence her heirs or assigns by action or distress on the premises so insured in the same manner as for rent in arrear AND it is hereby declared that the rent hereby reserved or any part thereof shall not be suspended during the period that the said granted premises or any part thereof shall be rendered uninhabitable or unfit for use by fire as aforesaid and before the same shall be rebuilt and reinstated as hereinbefore provided PROVIDED ALWAYS and it is hereby agreed and declared that when and so soon as the said Jane Anna Spence her heirs or assigns shall have expended the said sum of Two hundred pounds on the said dwelling houses shops stores and offices as aforesaid and shall by production of receipts or vouchers or otherwise satisfy the person or persons entitled for the time being to the said premises in reversion as aforesaid or his or their agent or Receiver for the time being that the same has been expended as aforesaid he or they shall upon production of these presents for that purpose endorse and put hereon a certificate of such expenditure having been so made and which certificate under the hand or hands of such person or persons so entitled as aforesaid or his or their receiver or agent for the time being shall be a sufficient discharge and satisfaction of the aforesaid covenant in respect of the sum or sums which shall therein be acknowledged to have been expended as aforesaid AND the said Seth Robb hereby covenants with the said Jane Anna Spence that she the said Jane Anna Spence her heirs or assigns paying the said reserved yearly rent and performing the covenants hereinbefore mentioned shall and may peaceably and quietly have hold and enjoy the said demise premises with the appurtenances for the term and in manner aforesaid without any let hindrance interruption or disturbance of the said Seth/
seth/

Seth Robb his heirs or assigns for any other person or persons claiming or deriving from or from him them or any of them IN WITNESS whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein WRITTEN.

SIGNED SEALING AND DELIVERED by the said)
Seth Robb and Jane Anna Spence in)
presence:-)

Seth Robb (Seal)

Jane Anna Spence (Seal)

Jas. Boyle,
Portadown,
Bank Manager.

William Jno. Bailie,
Law Clerk,
Portadown.

Dated 20th. day of November 1895.

Trustees Duke of Manchester,

- to -

Henry Richardson
and Elizabeth Wolfenden Edgar.

Cpd
Copy/

FEE FARM GRANT

REGISTRY OF DEEDS

55
Nov. 26 1895.
10/3.
DUBLIN.

shillings.

and in the Registry
Dublin, at 57
after 2 o'clock on t
y of November
ok 67, no. 166.

man A.R.

THIS INDENTURE made the Twentieth day of November One thousand eight hundred and ninety five
BETWEEN THE MOST NOBLE WILLIAM HENRY WALTER DUKE of Buccleuch and Queensberry of Dalkeith
House in the City of Edinburgh and Janet Duke of Argyll of Baroncourt in the County of
Tyrone Trustee of the Estate of His Grace the Duke of Manchester hereinafter called the
Trustee of the one part and HENRY RICHARDSON of Portadown in the County of Armagh Merchant
and ELIZABETH WOLFENDEN EDGAR of Buncrana Castle in the County of Donegal wife of John
Walker Edgar Esquire of the other part WHEREAS by Indenture of Lease bearing date the Twenty
first day of April One thousand seven hundred and eighty eight and expressed to be made
between Michael O'Connell of Castle O'Connell in the County of Armagh Esquire of the one part and
Robert Mays of Leavaghery in said County Carpenter of the other part ALL THAT AND THOSE the
front stand and garden situate lying and being in the Town of Portadown in the said County
bounded on the East by the road leading to Tandragee on the West by Joseph Wright's house
and tenement on the north by the great road leading from Richhill to Lurgan and on the
South by part of Woolley's freehold containing in front sixty two feet and from the front
to the extreme end of the garden two hundred and thirty six feet or thereabouts to run in
a right line from the East end of the said Joseph Wright's house to a certain thorn standing
at the end of the said Wright's garden pointed out and shown to the said Robert Mays together
with one acre of bog or more in the Annah more also pointed out and laid off to the said
Robert Mays with all the rights members privileges and advantages thereunto belonging were
demised to the said Robert Mays his heirs and assigns for the lives and life of the three
children que vice therein named at the yearly rent of Three pounds seventeen shillings and
six pence late Irish currency with three days work of man horse car and kish or three shillings
in lieu thereof and two couple of fat hens or two shillings in lieu thereof and subject to
the covenants by the Lessee and conditions therein named and in said Indenture now in recital
is contained a covenant by the said Michael O'Connell for the perpetual renewal of the said Lease
on payment of two pounds one shilling and three pence of like currency as a renewal fine on the
fall of each life AND WHEREAS by an endorsement on the back of said Lease signed by the said
Michael O'Connell and Robert Mays and dated the Sixth day of June one thousand seven hundred and
eighty eight it was amongst other things declared that the said Michael O'Connell for diverse causes
and considerations him thereunto moving had also consented to deduct out of said demise the
sum of Five shillings then sterling yearly charged as duty work or money in the therewithin
Deed and same has never since been paid AND WHEREAS by Indenture of Renewal bearing date the
first day of March one thousand eight hundred and thirty one and made by and between the
Right Honourable George Montagu commonly called Viscount Mandeville of Tandragee Castle of the
one part and who had then the rights and power to make and execute Renewals of said Lease
and Robert Mays of Leavaghery in the County of Armagh Carpenter of the other part the said
Indenture of Lease was renewed for the lives of their Royal Highnesses the Princess
Alexandrina Victoria daughter of his late Royal Highness Edward Duke of Kent now her Majesty
Queen Victoria and of Prince George son of his Royal Highness Ernest Augustus Duke of
Cumberland and William Twinn son of James Twinn of Ballyhammon both since deceased subject
to the payment of the yearly rent of Three pounds eleven shillings and six pence half-penny
sterling AND WHEREAS all renewal and septennial fines and interest have been paid and all
rent and other outgoings payable under said Lease and Renewal in respect of said premises
have been paid and discharged up to and for the last day of payment thereof AND WHEREAS the

said recited lease of Twenty first April one thousand seven hundred and eighty eight constitutes a lease in perpetuity within the term and meaning of an Act of Parliament made and passed in the Twelfth and Thirteenth year of the reign of Her present Majesty Queen Victoria entitled "an act for converting the Renewable Leasehold Tenure of lands in Ireland into a Tenure in fee" and the said Henry Richardson and Elizabeth Wolfenden Edgar are or claim to be the owners of said lease within the term and meaning of said act AND WHEREAS the said Trustees are now the owners of the Reversion of the premises comprised in said lease expectant on the determination thereof within the meaning of the said Act and the said Henry Richardson and Elizabeth Wolfenden Edgar as such owners have under and by virtue of the provisions of said act applied to the said Trustees to execute to them a Grant of an estate of inheritance in fee simple in said premises pursuant to the provisions of and upon the terms and conditions mentioned in the said recited act which the said Trustees have consented and agreed to do in manner hereinafter expressed AND WHEREAS the yearly value of the renewal fine payable under said lease has been ascertained or agreed upon under the provisions of said recited act to amount to the sum of Three shillings and three pence which being added to the sum of three pounds eleven shillings and six pence present currency equivalent to the sum of three pounds seventeen shillings and six pence late Irish currency makes the sum of three pounds fourteen shillings and nine pence the yearly fee farm rent hereafter payable NOW THIS INDENTURE WITNESSETH that the said Trustees pursuant to and by virtue and authority of the provision of the said recited act and in consideration of the yearly fee farm rent and covenants hereinafter reserved and contained on the part of the said Henry Richardson and Elizabeth Wolfenden Edgar their heirs and assigns to be done and performed do grant and convey unto the said Henry Richardson and Elizabeth Wolfenden Edgar and to their heirs and assigns all THAT AND THOSE the premises comprised in and originally demised by said recited lease of twenty-first April one thousand seven hundred and eighty eight and therein described as ALL THAT AND THOSE the front siting and garden situate lying and being in the Town of Portadown in said County bounded on the east by the road leading to Tandragee on the West by Joseph Wright's house and tenement on the north by the great road leading from Richhill to Lurgan and on the south by part of Woolley's freehold containing in front sixty two feet and from the front to the extreme end of the garden two hundred and thirty six feet or thereabouts to run in a right line from the East end of the said Joseph Wright's house to a certain thorn standing at the end of the said Wright's garden pointed out and shown to the said Robert Maye together with one acre of bog or more in the Annagh more also pointed out and laid out to the said Robert Maye with all the rights members privileges and advantages therunto belonging TO HAVE AND TO HOLD the said granted premises with their appurtenances unto and to the use of the said Henry Richardson and Elizabeth Wolfenden Edgar their heirs and assigns for ever they the said Henry Richardson and Elizabeth Wolfenden Edgar their heirs and assigns for ever and PAYING therefor and thereout yearly and every year during the term hereby granted unto the said trustees their heirs and assigns the clear perpetual yearly fee farm rent or sum of three pounds fourteen shillings and nine pence over and above all taxes charges assessments and impositions whatsoever now charged or that may at any time hereafter be charged by virtue of any act of Parliament or otherwise full and Crown rent only excepted said yearly fee farm rent to be paid by two even and equal half yearly payments on every first day of May and first day

of November the first payment thereof to be made on the first of said gale days next ensuing the date of these presents and if it shall happen that the said reserved yearly rent or any part thereof shall be in arrear or unpaid for the space of twenty one days next after the day whereon the same ought to be paid that then and as often as it shall so happen it shall and may be lawful to and for the said trustees their heirs and assigns into the said granted premises or any part thereof to enter and distrain and the distress or distresses then and there found to take and drive or carry away and dispose of according to law and for want of sufficient distress on the said premises then or there to be had it shall and may be lawful to and for the said Trustees their heirs and assigns into the said granted premises or any part thereof in the name of the whole to re-enter and the same to have again repossessed and enjoy as in his or their first and former estate anything herein contained to the contrary in anywise notwithstanding and the said Henry Richardson and Elizabeth Wolfenden Edgar do hereby for themselves their heirs and assigns covenant to and with the said trustees their heirs and assigns that they the said Henry Richardson and Elizabeth Wolfenden Edgar their heirs and assigns shall during the continuance of this Grant well and truly pay or cause to be paid to the said Trustees their heirs or assigns the said reserved yearly fee farm rent on the days and times which the same ought to be paid and ALSO shall and will during this Grant sufficiently preserve maintain and keep the said granted premises and all house offices boundaries and improvements made or agreed to be made thereon in sufficient order repair and condition according to the true intent and meaning of these presents and the said trustees do hereby for themselves their heirs and assigns covenant and agree to and with the said Henry Richardson and Elizabeth Wolfenden Edgar their heirs and assigns that they the said Henry Richardson and Elizabeth Wolfenden Edgar their heirs and assigns well and truly paying or causing to be paid the said reserved yearly fee farm rent and performing all the covenants and agreements hereinbefore mentioned and contained shall and may peaceably and quietly have hold occupy and enjoy all and singular the said granted premises with all and every their appurtenances during this grant without let suit trouble or interruption of them the said trustees their heirs or assigns or any person or persons whatsoever lawfully claiming or deriving under them or any of them IN WITNESS whereof the said trustees have hereunto subscribed their titles of honour and affixed their seals and the other parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein WRITTEN.

SIGNED SEALED AND DELIVERED

by the said Duke of Buccleuch and
Queensberry in presence of:-

Buccleuch Queensberry (Seal)

W.W. Whitmore,
Montagu House, Whitehall S.W.
Private Secretary.

Abercorn (Seal)

Thomas Burdon Clerk to Messrs Nicholl Harrioly & Co.
1 Howard St. Strand, London, E.C.4.

Henry Richardson (Seal)

SIGNED SEALED AND DELIVERED by the
said Duke of Abercorn in presence of:-

Elizabeth Wolfenden Edgar (Seal)

Arthur Clavett,
Valet to the Duke of Abercorn,
Thomas Burdon.

SIGNED SEALED AND DELIVERED by the
said Henry Richardson in presence of:-
William H. Atkinson,
Solicitor, Portadown.

William John Smith,
Law Clerk, Portadown.

SIGNED SEALED AND DELIVERED by the
said Elizabeth Wolfenden Edgar in
presence of:-

Thomas Bowler,

Juncrana,

John W. Edgar,

Juncrana Park,

Co. Donegal.

2

DATED THE 30th DAY OF April 1991

MYRA WATSON

-to-

TRUSTEES OF THE FAITH MISSION

C O N V E Y A N C E

W G MAGINESS & SON
SOLICITORS
68 BOW STREET
LISBURN
CO ANTRIM

PD
D

THIS INDENTURE made the 30th day of April One thousand nine hundred and ninety one BETWEEN MYRA WATSON of 31 Gibson Park Gardens Belfast (hereinafter called "the Vendor") of the one part AND ALBERT DALE of 67 Duddingston Road Edinburgh JOHN GUSTAF EBERSTEIN of 5 Corstorphine House Avenue Edinburgh PERCY SAMUEL BRISTOW of 6 St Ninian's Drive Edinburgh KEITH HENRY PERCIVAL of Govan House 2 Drum Street Gilmerton Edinburgh WILLIAM JOHN PORTER of 48 Upper Queen Street Belfast and EDWARD PERRY BROOK ARMSTRONG DOUGLAS of 48 Upper Queen Street Belfast (hereinafter called "the Purchasers") of the other part

WHEREAS by an Indenture of Lease dated the 21st day of April 1788 and made between Michael Obins of the one part and Robert Mays of the other part the said Michael Obins demised unto the said Robert Mays ALL THAT AND THOSE the frontstead and garden situate in the town of Portadown and therein particularly described TO HOLD for the lives therein named and for such other lives as might be thereafter added thereunto pursuant to the covenant for perpetual renewal therein contained subject to the payment of the rent and renewal fines therein contained AND WHEREAS by sundry mesne assignments and otherwise portion of the premises so demised by said recited Lease (and including that portion intended to be hereby conveyed) afterwards came to and vested in Robert Wolfenden Mays subject to the payment of the yearly rent of one pound fifteen shillings and sixpence being a proportionate part of the rent reserved by the said recited Lease AND WHEREAS by and Indenture of Conveyance dated the 1st day of December 1890 and made between the said Robert Wolfenden Mays of the one part and Elizabeth Wolfenden Edgar of the other part the said Robert Wolfenden Mays granted unto the said Elizabeth Wolfenden Edgar (amongst other premises) ALL THAT AND THOSE three small houses in Thomas Street Portadown containing in front along Thomas Street aforesaid thirty-five feet and from front to rear forty-one feet bounded on the north by Hamilton Robb's premises on the south by Seth Robb's premises on the east by Thomas Street aforesaid and on the west by premises of Frances Sarah Mays being a portion of the premises demised by said recited Lease subject to the payment of the yearly rent of one pond fifteen shillings and sixpence bein a proportionate part of the rent reserved by the said Lease AND WHEREAS by an Indenture of Fee Farm Grant made the 20th day of November

Registered in the Registry of Deeds

2 SEP 1992 Serial No. 135-82

135 82

1895 and made between the Most Noble William Henry Walter Duke of Buccleuch and Queensberry and James Duke of Abercorn Trustees of the Estate of His Grace the Duke of Manchester of the one part and Henry Richardson and the said Elizabeth Wolfenden Edgar of the other part the said Trustees did grant and convey unto the said Henry Richardson and Elizabeth Wolfenden Edgar their heirs and assigns **ALL THAT AND THOSE** the premises comprised in and originally demised by said recited Lease as therein described **TO HOLD** unto and to the use of the said Henry Richardson and Elizabeth Wolfenden Edgar their heirs and assigns for ever subject to the rent therein reserved and to the covenants and conditions therein contained **AND WHEREAS** the portion of the premises belonging to the said Elizabeth Wolfenden Edgar were held by her subject to the yearly rent of one pound seventeen shillings and fourpence halfpenny being a proportionate part of the rent reserved by the said Fee Farm Grant the remainder of the said rent being payable out of the portion of the premises belonging to said Henry Richardson **AND WHEREAS** by an Indenture of Conveyance dated the 28th day of January 1896 and made between the said Elizabeth Wolfenden Edgar of the one part and Lewis Spence of the other part that portion of said premises consisting of said three small houses in THOMAS Street hereinbefore mentioned was conveyed by the said Elizabeth Wolfenden Edgar to the said Lewis Spence indemnified against payment of all rent reserved by the said recited Lease and Fee Farm Grant **AND WHEREAS** by an Indenture of Conveyance dated the 28th day of January 1896 and made between the said Elizabeth Wolfenden EDGAR of the one part and James Totten of the other part the remainder of the premises comprised in said Indenture of 1st December 1890 was conveyed to the said James Totten subject to the payment of the said yearly rent of one pound seventeen shillings and fourpence halfpenny which Indenture contains a covenant by the said James Totten to pay the said rent and keep the premises conveyed to the said Lewis Spence indemnified against the payment of same and any part thereof and to observe and perform the covenants on the Lessees part contained in said Fee Farm Grant so far as they relate to the premises thereby conveyed **AND WHEREAS** by an Indenture of Conveyance dated the 3rd day of October 1898 and made between the said Lewis Spence of the one part and Thomas Spence of the other part the hereditaments and premises comprised in and conveyed to the said Lewis Spence by the said Conveyance of 28th day of January 1896 were conveyed to the said THOMAS Spence **AND WHEREAS** by an Indenture of

Conveyance dated the 23rd day of May 1906 and made between the said Thomas Spence of the one part and Jane Anna Spence of the other part the said hereditaments and premises were conveyed unto the said Jane Anna Spence **AND WHEREAS** by an Indenture of Conveyance dated the 5th day of December 1906 and made between the said Henry Richardson of the first part Hamilton Robb of the second part Thomas Henry Spence of the third part and Seth Robb of the fourth part the said Henry Richardson granted and conveyed unto the said Thomas Henry Spence the premises on the west side of Thomas Street aforesaid immediately in the rear of the premises comprised in the said Conveyance of 23rd day of May 1906 measuring on the eastern boundary adjoining the last mentioned premises thirty four feet seven inches and on the western boundary adjoining Mr McConville's property thirty four feet six inches and on the northern boundary adjoining the premises of Hamilton Robb sixteen feet and on the Southern boundary fifteen feet one inch as delineated on the map endorsed on said presents and thereon edged red **TO HOLD** unto and to the use of the said Thomas Henry Spence his heirs and assigns for ever subject to the covenants contained in the said Fee Farm Grant but indemnified against payment of the said Fee Farm Rent as thereafter appearing and also subject to the right of way four feet wide thereby granted to the said Seth Robb along the western side of the ground thereinbefore conveyed **AND WHEREAS** the said Thomas Henry Spence made his last will dated the 21st day of November 1933 whereby he devised and bequeathed the residue of his estate real and personal which included the premises granted and conveyed by the said Conveyance of the 5th day of December 1906 unto his Trustees Samuel Lutton and George Elliott Lutton upon trust for sale **AND WHEREAS** the said Thomas Henry Spence died on the 26th day of February 1937 without having revoked or altered his said Will and Probate thereof was on the 16th day of December 1938 granted to the said Samuel Lutton and George Elliott Lutton the executors named therein forth of the Principal Registry of the King's Bench Division (Probate) of the High Court of Justice in Northern Ireland **AND WHEREAS** by an Indenture of Lease dated the 26th day of September 1908 and made between Seth Robb of the one part and the said Jane Anna Spence of the other part the said Seth Robb demised unto the said Jane Anna Spence **ALL THAT AND THOSE** that piece or parcel of building ground in Thomas Street aforesaid therein more particularly described and portion of which is inter alia intended to be hereby conveyed **TO HOLD** the said premises unto

and to the use of the said Jane Anna Spence her heirs and assigns for ever subject to the payment of the yearly rent of Fifteen pounds six shillings and threepence thereby reserved and to the covenants conditions and agreements therein contained and on the Grantee's part to be observed and performed **AND WHEREAS** the said Jane Anna Spence built two shops with dwelling accommodation on the said plot of ground **AND WHEREAS** one of the said shops with dwelling accommodation now known as number 20 Thomas Street Portadown was built as to a portion of it on the said plot of ground and as to the remainder of it on ground held by the said Jane Anna Spence Samuel Lutton and George Elliott Lutton under the title hereinbefore recited **AND WHEREAS** by and Indenture of Conveyance dated the 1st day of April 1949 and made between the said Jane Anna Spence Samuel Lutton and George Elliott Lutton of the one part and the Vendor of the other part the said Jane Anna Spence Samuel Lutton and George Elliott Lutton granted and conveyed unto the Vendor her heirs and assigns **ALL THAT AND THOSE** the lands and premises therein and hereinafter more particularly described and intended to be hereby conveyed **TO HOLD** the same unto and to the uses of the Vendor her heirs and assigns for ever subject as therein **AND WHEREAS** the Vendor intermarried with William Watson on the 3rd day of September 1959 **AND WHEREAS** the Vendor has agreed with the Purchasers for the sale to them of the said premises at or for the sum of Twenty six thousand pounds

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Twenty six thousand pounds now paid by the Purchasers to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner **HEREBY GRANTS AND CONVEYS** unto the Purchasers **ALL THAT AND THOSE** the premises comprised in said Indenture of Conveyance of 1st April 1949 and therein described as " **ALL THAT AND THOSE** that plot of ground with the shop dwelling-house and premises thereon known as Number 20 Thomas Street in the Borough of Portadown Parish of Drumcree Barony of O'Neill and West and County of Armagh at present in the occupation of Alan Egan Bounded on the East by Thomas Street aforesaid on the South by property of the said Jane Anna Spence and agreed to be sold to Hamilton Stuart Glover on the West by property belonging to the Reps of the late James Kelly and on the North by premises of the Vendor agreed to be sold to Mr Michael J McAteer which said premises are portion of the hereditaments and premises comprised in and granted by the said recited Lease of the 21st day of April 1788 the

said Fee Farm Grant and the said Conveyances of the 23rd day of May 1906 and the 5th day of December 1906 and the said Lease of the 26th day of September 1908 together with a right of way four feet wide in common with all other persons having a like right from the rear of the said premises to the gateway leading to Thomas Street and thence over said gateway to Thomas Street aforesaid" **TO HOLD** the said hereditaments and premises unto and to the use of the Purchasers their heirs and assigns for ever as Joint Tenants subject to the covenants and conditions contained in the said Fee Farm Grant of the 20th day of November 1895 and the said Lease of the 26th day of September 1908 so far as the same apply to the premises hereby conveyed but indemnified from and against the payment of the rents thereby reserved by the remainder of the hereditaments and premises comprised in and granted by said Grant and Lease **TOGETHER WITH** the right to production of the documents as set forth in the Schedule to the said Conveyance of the 1st day of April 1949 **AND** the Purchasers for themselves and their assigns hereby covenant with the Vendor that the Purchasers their heirs and assigns will henceforth observe and perform the covenants and conditions contained respectively in the said Fee Farm Grant and Lease and on the Grantee's part to be performed and observed so far as they relate to the premises hereby conveyed except the covenants and conditions for payment of the rents thereby respectively reserved and will keep the Vendor indemnified against all claims and demands on account of the breach or non-observance or non-performance of the said covenants and conditions or any of them so far as the same relate as aforesaid **AND IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty Thousand Pounds **IN WITNESS** whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first herein **WRITTEN**

SIGNED SEALED and DELIVERED

by the said **MYRA MASON** in presence

of:

J. A. Edward On
Solicitor

Helen Harbison
Typist.

Myra Watson
nee Mason.

both of 33 Rathfildam Street
Cambridge, Co. Down

20 Thomas Street

Pottstown

20 Thomas Street
Pottstown

Applicant's Details:

HAGAN AND MCCONVILLE
34, EDWARD STREET
PORTADOWN
BT62 3NE

Regional Property Certificate Unit

Fermanagh & Omagh District Council
2 Townhall Street
Enniskillen BT74 7BA

Telephone: 0300 303 1777 Ext 21928
or 028 6632 1828

Email: propcerts@fermanaghomagh.com

Email: unknown@email.co.uk

Request Address:

**20, THOMAS STREET
PORTADOWN
COUNTY ARMAGH
BT62 3NP**

Ref No: CU/2022/19801

Discharge Consent No & Ref No: K179 CON9815

OS: 20004NW3

Name of Owner: MR MOHAMMAD KHAN

Date Received: 05/08/2022

Date Returned: 08/08/2022

Fees Received: £70.00

The replies provided in the Property Certificate will not attempt or claim to deal with matters which relate to other functions of District Councils, the Northern Ireland Housing Executive or other public bodies or with charges registered in the Statutory Charges Register or matters registered in Land Registry or the Registry of Deeds.

The replies are furnished in accordance with the information at present available to the Consultees of this process and provided by RPCU and on the understanding that neither the Council nor any officer of the Council is legally responsible therefore.

Replies to questions provided on the Property Certificate relate exclusively to the site outlined on the location plan supplied.

All correspondence relating to these answers should quote the Property Certificate Reference Number.

DEPARTMENT for INFRASTRUCTURE (DfI) - TRANSPORTNI

1. Is the road adjoining the property maintainable by the Department within the meaning of the Roads (NI) Order 1993? (Note: "road" includes the carriageway any associated footway verge and service strips which should be kept free of obstructions.)

Roads Southern:

YES.

2. Are there any proposals for road works which may affect the property?

Roads Southern:

NO.

3. If the road is not maintained by the Department:

(i) has it been determined for adoption under the provisions of the Private Streets (NI) Order 1980? and Private Streets (Amendment) (Northern Ireland) Order 1992, and the Roads (Northern Ireland) Order 1993?,

(ii) if so, has a bond been obtained from the Developer?

Roads Southern:

(i) N/A

(ii) N/A

NORTHERN IRELAND WATER

4. Is a public sewer available to serve the property?

Yes, there is a foul sewer within 20m of the boundary of the site, as indicated on the map provided with the property certificate enquiry.

No, there is no storm sewer within 20m of the boundary of the site, as indicated on the

map provided with the property certificate enquiry.

5. Is a public water main available to serve the property?

Yes, there is a watermain within 20m of the boundary of the site, as indicated on the map provided with the property certificate enquiry.

6. Have any consents to discharge trade effluent under Article 275 or Article 276 of The Water and Sewerage Services (NI) Order 2006 been granted conditionally or refused in relation to the property?

NO.

DEPARTMENT OF AGRICULTURE, ENVIRONMENT AND RURAL AFFAIRS (DAERA)

7. Have any consents under Article 7 of the Water (Northern Ireland) Order 1999 which include consents issued under the Water Act (Northern Ireland) 1972 which are deemed as consents under the said Order been

(A) granted or

(B) refused

in relation to the property?

NO.

RELEVANT INFORMATION - Please include any consent reference number in Section A which may assist in the processing of your application. Failure to provide this information may result in an inexact property certificate.

PLANNING

8. Has the property been the subject of a planning application? If so, please give details.

Planning Applications -

Application Reference: LA08/2020/0105/F

Date Application Valid: 27/01/2020

Date of Decision: 17/12/2020

Decision: PERMISSION GRANTED

Proposal:

Retention of change of use of ground floor from shop to hot food takeaway.

Location:

20 Thomas Street

Portadown

BT62 3NP

Conditions:

Condition 1

This decision notice is issued under Section 55 of The Planning Act (Northern Ireland) 2011.

Reason: This is a retrospective application.

Condition 2

The hours of operation are restricted to 9am - 11pm Monday to Sunday.

Reason: To protect the residential amenity from adverse noise impact associated with the proposal.

Condition 3

There shall be no music played within the premises at any time.

Reason: To protect the residential amenity from adverse noise impact associated with the proposal.

Condition 4

There shall be an odour abatement technology comprising of the following components to be installed to include the following:

- Grease filter system;**
- Fine filtration unit;**
- Activated carbon filter with recommended 0.2 - 0.4 second residence for high odour control;**

Reason: To protect the residential amenity from adverse odour impact associated with the proposal.

Condition 5

The flue outlet shall terminate in the most effective position to avoid adverse impact on neighbouring properties, and in any case shall be at least 1m above the highest eaves level.

Reason: To protect the residential amenity from adverse impact associated with the proposal.

Condition 6

The development hereby permitted shall not take place other than in accordance with the following approved drawings - drawing Nos. 01 and 02 that were received on the 23rd of January 2020 and drawing No. 03 (REV 1) that was received on the 21st of July 2020.

Reason: In the interests of clarity and in order to define the permission.

Application Reference: LA08/2020/0965/F

Date Application Valid: 07/09/2020

Date of Decision: 13/04/2021

Decision: PERMISSION GRANTED

Proposal:

Change of use of 1st, 2nd and 3rd floor ancillary accommodation to form a 4 bedroom

residential unit and alterations to front elevation to provide entrance to residential unit.

**Location:
20 Thomas Street
Portadown
Armagh
BT62 3NP**

Conditions:

Condition 1

The development hereby permitted shall be begun before the expiration of 5 years from the date of this permission.

Reason: As required by Section 61 of the Planning Act (Northern Ireland) 2011.

Condition 2

The development hereby permitted shall not take place other than in accordance with the approved Drawing Numbers 01 and 04 date received 27 August 2020 and Drawing Number 5A date received 25 March 2021.

Reason: In the interests of clarity and in order to define the permission

**Application Reference: LA08/2020/1045/A
Date Application Valid: 11/09/2020
Date of Decision: 17/12/2020
Decision: PERMISSION GRANTED**

**Proposal:
Retention of flat wall sign and projecting sign.**

**Location:
20 Thomas Street
Portadown
Armagh
BT62 3NP**

Conditions:

Condition 1

This decision notice is issued under Section 55 of The Planning Act (Northern Ireland) 2011.

Reason: This is a retrospective application.

Condition 2

The development hereby permitted shall not take place other than in accordance with the following approved drawings - drawing Nos. 01 and 02 that were received on the 11th of September 2020.

Reason: In the interests of clarity and in order to define the permission.

Application Reference: N/1980/0401
Date of Decision: 23/07/1980
Decision: PERMISSION GRANTED

Proposal:
PROPOSED CHANGE OF USE FROM FACTORY SHOP TO HAMBURGER RESTAURANT

Location:
20 THOMAS STREET, PORTADOWN

Conditions:

Condition 1

1. The development must be begun not later than the expiration of five years beginning with the date of this permission as required by Article 25 of the planning (Northern Ireland) Order 1972.

9. Has an occupancy condition been attached to any planning permission? If so please specify.

PLEASE SEE ANSWER TO QUESTION 8 FOR DETAILS OF ANY CONDITIONS.

10. Has any condition relating to trees been attached to any planning permission? If so please specify.

None.

11. Has the Council, or as the case may be, the Department for Infrastructure served any notice or made any order or taken any other action under the Planning Act (Northern Ireland) 2011 or Planning (Northern Ireland) Order 1991 in respect of the property other than the matters registered in the Statutory Charges Register?

ENFORCEMENT NOTICES:

None.

LISTED BUILDING:

None.

CONSERVATION AREA:

None.

GENERAL

12. Is there any present proposal by the Department for Infrastructure or the Department for Communities to acquire all or any part of the property for any of its statutory functions?

PLANNING:

NO.

DEPARTMENT for INFRASTRUCTURE (DfI) - TRANSPORTNI:

Roads Southern:

NO.

NORTHERN IRELAND WATER:

NO.

13. Has any notice or counter-notice been served on or by the Council, or as the case may be, the Department for Infrastructure or the Department for Communities under Part 1 of the Planning & Land Compensation Act (Northern Ireland) 1971, the Planning Blight (Compensation) (NI) Order 1981 or the Planning (NI) Order 1991?

PLANNING:

NO.

DEPARTMENT for INFRASTRUCTURE (DfI) - TRANSPORTNI:

Roads Southern:

NO.

NORTHERN IRELAND WATER:

NO.



Jackie Owens
Regional Property Certificate Unit Manager
for Chief Executive



<p>Search Reference: CU/2022/19801</p> <p>Map Sheet Reference: 20004NW3</p>	<p>Regional Property Certificate Unit County Buildings 15 East Bridge Street ENNISKILLEN BT74 7BW</p>
<p>Property Address: 20, THOMAS STREET PORTADOWN COUNTY ARMAGH BT62 3NP</p>	
<p>Date: 08-Aug-2022</p>	<p>Scale: 1: 1250</p>
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YOUR REF: K179/CON9815

OUR REF: PC/2022/02232

18 August 2022

Hagan & McConville Solicitors
34 Edward Street
PORTADOWN
Co. Armagh
BT62 3NE

Dear Sir/Madam

RE: SHOP, 20 THOMAS STREET, PORTADOWN

I refer to your letter received 05 August 2022 and enclose the requisite Property Certificate in respect of the above premises together with a receipt for £70.00 and map which accompanied your application.

Yours faithfully

A handwritten signature in black ink, appearing to read "Tom Lavery".

TOM LAVERY
HEAD OF BUILDING CONTROL

Encs

Armagh Office
The Palace Demesne
Armagh
BT60 4EL

+44 (0)28 3752 9600

Banbridge Office
Civic Building
Downshire Road
Banbridge BT32 3JY

+44 (0)28 4066 0600

Craigavon Office
Craigavon Civic &
Conference Centre
Lakeview Road
Craigavon BT64 1AL

+44 (0)28 3831 2400

Roger Wilson
Chief Executive

info@armaghibanbridgecraigavon.gov.uk
armaghibanbridgecraigavon.gov.uk

PROPERTY CERTIFICATE
Armagh Banbridge and Craigavon District Council

Period Searched: 10 Year Search
Search No. PC/2022/02232

SHOP, 20 THOMAS STREET ,
PORTADOWN

SECTION ONE: Building Control Matters

- 1.1 Confirm if the Council has received any application(s) for Full Plans, Building Notice, and/or Regularisation Certificate in relation to the Property within the Certificate period.

No

- 1.2 Do the Council's records for the Certificate Period disclose any outstanding breach of Building Regulations?

No

- 1.3 Is the Council currently contemplating any legal proceedings in respect of the Property, or have any such proceedings been instigated?

No

- 1.4 Confirm if any relaxation or dispensation has been granted in relation to the Property within the Certificate Period; and if so what extent?

No

SECTION TWO: Building Licensing Matters.

2.1 Have any Licences been granted in relation to the Property as indicated in the following table?

LICENCE TYPE	LEGISLATION	GRANTED
Public Entertainments Licence	Local Government (Miscellaneous Provisions) (NI) Order 1985	No
Amusement Permit	Betting, Gaming, Lotteries and Amusements (NI) Order 1985	No
Petroleum Spirit Licence	Petroleum (Consolidation) Act (NI) 1929	No
Cinematographic Licence	Cinemas (NI) Order 1991	No
Dog Kennels	Dogs (NI) Order 1983	No
Caravans	Caravans Act (NI) 1963	No

SECTION THREE: Dangerous and Ruinous Structures, Environmental Health & Other Matters

3.1 Does the Council have a record of the issue and/or non-compliance with any dangerous structure or ruinous building order(s)/notice(s) in relation to the Property, issued under the legislation indicated in the following table?

LEGISLATION	GRANTED
Towns Improvement (Ireland) Act 1854	No
Towns Improvement (Clauses) Act 1847	No
Public Health Acts Amendment Act 1907	No
Pollution Control and Local Government (NI) Order 1978	No
Sections 116 & 117 Belfast Improvement Act 1878	No

3.2 Is the Council, in relation to the Property, currently contemplating or has it instigated legal proceedings pursuant to any of its statutory functions as indicated in the following table?

LEGISLATION	GRANTED
Food Safety (NI) Order 1991	No
Health and Safety at Work (NI) Order 1978	No
Industrial Pollution Control (NI) Order 1997	No
Pollution Control and Local Government (NI) Order 1978	No
Public Health (Ireland) Act 1878	No
Access to the Countryside (NI) Order 1983	No

3.3 Is the Council currently contemplating the compulsory acquisition of the Property in connection with the exercise of any of its statutory functions?

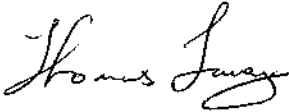
No

3.4 Does a Smoke Control Order affect the property?

Smoke control order does not apply.

3.5 Confirm the postal number and address of the property.

Correct Address

Signed:  Date: 18-08-2022
Of Armagh City Banbridge and Craigavon Borough
Council

PC/2022/2232



Land & Property Services
Seirbhísí Talún & Maoine
THE LAND REGISTRY CLARLANN NA TALÚN

Date: 09 Mar 2020
County: Armagh
Folio: AR135950
Scale: 1:1250
Our Ref: 2020/198547
Your Ref: k179-3cp
Map Ref(s): 20004NW3

Sheet 1 of 1

Key to folio labels:

- a - AR135950 No.1
b - AR135950 No.2

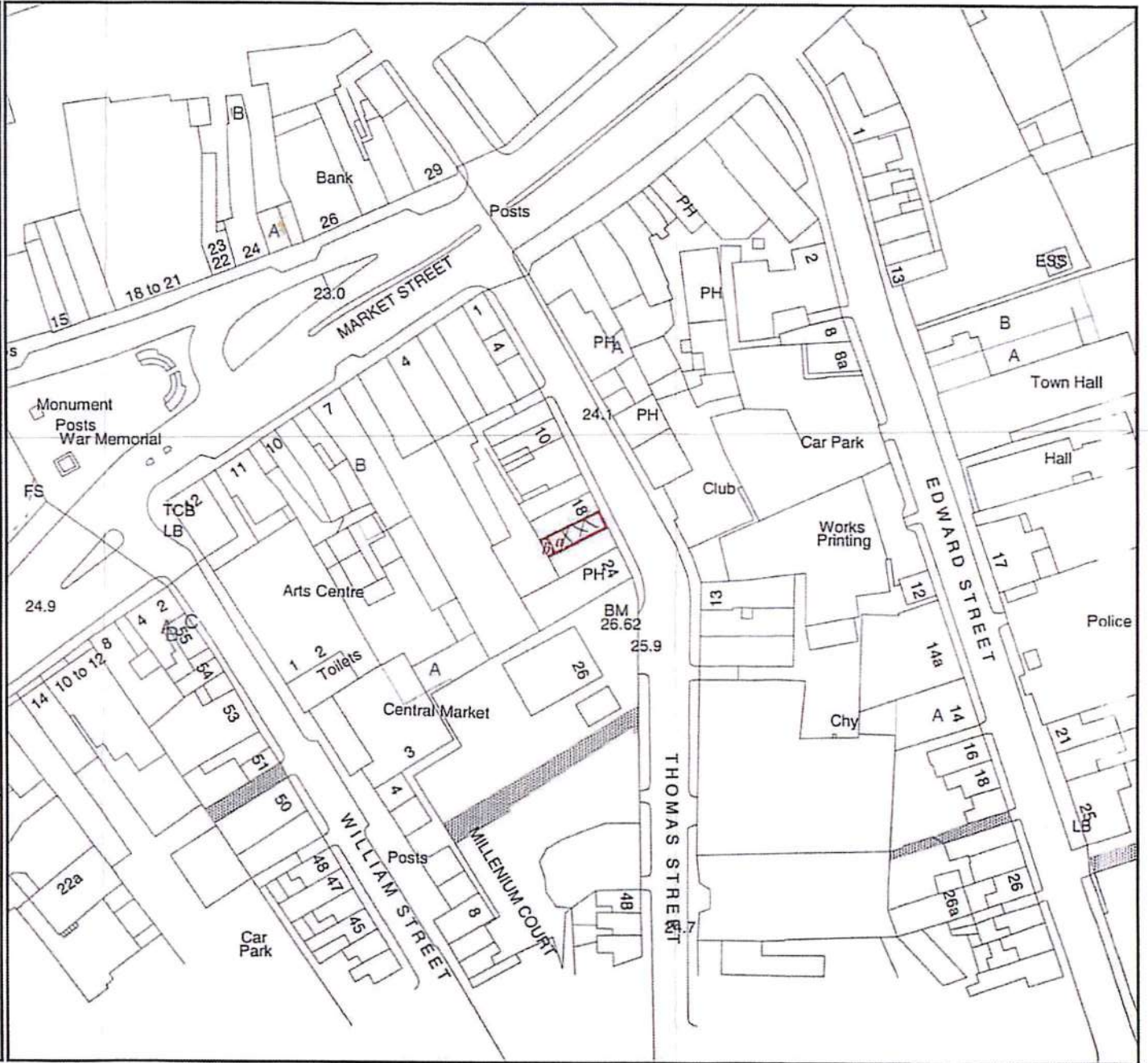
This map is for location purposes only (Rule 14.1(1) of the Land Registration Rules (Northern Ireland) 1994 as amended by paragraph 19 of the Schedule to the Amendment Rules 2000). Folio boundaries are not guaranteed (Section 64 of the Land Registration Act (Northern Ireland) 1970). The co-existence of Land Registry markings and OSN features may have been affected by revisions of the OSN map subsequent to registration.

This map has been prepared using the largest scale Land Registry map available for the area. Any future Oued map should be based on the largest scale OS Irish Grid Plan available for the area.
N.B. Folio boundaries are not conclusive (unless so described on the folio). See 564 of the Land Registration Act (NI) 1970. Where there is any doubt concerning boundaries, the original Instrument or Document should be inspected.

This copy map shows the location of the lands comprised in the folio listed above.

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Energy performance certificate (EPC)

20a
Thomas Street
Portadown
Craigavon
BT62 3NP

Energy rating

D

Valid until: **4 September 2032**

Certificate
number: **9032-6421-2000-0965-4206**

Property type

Mid-floor flat

Total floor area

137 square metres

Energy efficiency rating for this property

This property's current energy rating is D. It has the potential to be C.

[See how to improve this property's energy performance.](#)

Score	Energy rating	Current	Potential
92+	A		
81-91	B		
69-80	C		73 C
55-68	D	62 D	
39-54	E		
21-38	F		
1-20	G		

The graph shows this property's current and potential energy efficiency.

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

For properties in Northern Ireland:

the average energy rating is D
the average energy score is 60

Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says "assumed", it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

Feature	Description	Rating
Wall	Solid brick, as built, no insulation (assumed)	Very poor
Roof	Roof room(s), no insulation (assumed)	Very poor
Window	Mostly double glazing	Average
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer, room thermostat and TRVs	Good
Hot water	From main system	Good
Lighting	Low energy lighting in 91% of fixed outlets	Very good
Floor	(other premises below)	N/A
Secondary heating	None	N/A

Primary energy use

The primary energy use for this property per year is 261 kilowatt hours per square metre (kWh/m²).

Environmental impact of this property

This property's current environmental impact rating is E. It has the potential to be C.

Properties are rated in a scale from A to G based on how much carbon dioxide (CO₂) they produce.

Properties with an A rating produce less CO₂ than G rated properties.

An average household produces 6 tonnes of CO₂

This property produces 6.3 tonnes of CO₂

This property's potential production 4.2 tonnes of CO₂

By making the [recommended changes](#), you could reduce this property's CO₂ emissions by 2.1 tonnes per year. This will help to protect the environment.

Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

Improve this property's energy performance

By following our step by step recommendations you could reduce this property's energy use and potentially save money.

Carrying out these changes in order will improve the property's energy rating and score from D (62) to C (73).

Step	Typical installation cost	Typical yearly saving
1. Room-in-roof insulation	£1,500 - £2,700	£359
2. Internal or external wall insulation	£4,000 - £14,000	£136

Paying for energy improvements

[Find energy grants and ways to save energy in your home. \(https://www.gov.uk/improve-energy-efficiency\)](https://www.gov.uk/improve-energy-efficiency)

Estimated energy use and potential savings

Estimated yearly energy cost for this property	£1235
Potential saving	£359

The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

The potential saving shows how much money you could save if you [complete each recommended step in order](#).

Heating use in this property

Heating a property usually makes up the majority of energy costs.

Potential energy savings by installing insulation

The assessor did not find any opportunities to save energy by installing insulation in this property.

Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

Assessor contact details

Assessor's name	Lisa Cairns
Telephone	07933066336
Email	lisacairns89@hotmail.co.uk

Accreditation scheme contact details

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor ID	EES/026285
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

Assessment details

Assessor's declaration	No related party
Date of assessment	5 September 2022
Date of certificate	5 September 2022
Type of assessment	RdSAP

Applicant's Details:

W G MAGINESS AND SON
68, BOW STREET
LISBURN
BT28 1AL



Regional Property Certificate Unit

County Buildings
15 East Bridge Street
ENNISKILLEN
BT74 7BW

Telephone: 028 6634 6555
Fax: 028 6634 6511

Request Address:

**20, THOMAS STREET
PORTADOWN
BT62 3NP**

Central Unit Reference No: **CU/2018/27200**
Your Reference: JW/IMCD/FAITHMISSION

OS: 20004NW3

Name of Owner: TRUSTEES OF THE FAITH
MISSION

Date Received: 19/10/2018

Date Returned: 24/10/2018

Fees Received: £42.50

The replies provided in the Property Certificate will not attempt or claim to deal with matters which relate to functions of District Councils, the Northern Ireland Housing Executive or other public bodies or with charges registered in the Statutory Charges Register or matters registered in Land Registry or the Registry of Deeds.

The replies are furnished in accordance with the information at present available to officers of the Department and on the understanding that neither the Department nor any officer of the Department is legally responsible therefor.

Replies to questions provided on the Property Certificate relate exclusively to the site outlined on the location plan supplied.

All correspondence relating to these answers should quote the Property Certificate Reference

DRD ROADS SERVICE

1. Is the road adjoining the property maintainable by the Department within the meaning of the Roads (NI) Order 1993? (Note: "road" includes the carriageway any associated footway verge and service strips which should be kept free of obstructions.)

Roads Southern:

YES.

2. Are there any proposals for road works which may affect the property?

Roads Southern:

NO.

3. If the road is not maintained by the Department:

(i) has it been determined for adoption under the provisions of the Private Streets (NI) Order 1980? and,

(ii) if so, has a bond been obtained from the Developer?

Roads Southern:

(i) N/A

(ii) N/A

NORTHERN IRELAND WATER

4. Is a public sewer available to serve the property?

YES.

5. Is a public water main available to serve the property?

YES.

6. Have any consents under Article 175 of the Water and Sewerage Services (Northern Ireland) Order 2006 been granted conditionally or refused in relation to the property?

NO.

NORTHERN IRELAND ENVIRONMENTAL AGENCY

7. Have any consents under Article 7 of the Water (Northern Ireland) Order 1999 which include consents issued under the Water Act (Northern Ireland) 1972 which are deemed as consents under the said Order been

(A) granted or

(B) refused

in relation to the property?

NO.

Please note: When a house or business is being sold --- it is a legal requirement for the holder of a discharge consent to supply details of the name and address of the new owner --- within 21 days of the sale being agreed. An application form to make the transfer can be obtained by telephoning Northern Ireland Environment Agency: Telephone (028) 9262 3127.

DOE PLANNING SERVICE

8. Has the property been the subject of a planning application? If so, please give details.

Planning Applications -

Application Reference: N/1980/0401

Date of Decision: 23/07/1980

Decision: PERMISSION GRANTED

Proposal:

PROPOSED CHANGE OF USE FROM FACTORY SHOP TO HAMBURGER RESTAURANT

Location:

20 THOMAS STREET, PORTADOWN

9. Has an occupancy condition been attached to any planning permission? If so please specify.

PLEASE SEE ANSWER TO QUESTION 8 FOR DETAILS OF ANY CONDITIONS.

10. Has any condition relating to trees been attached to any planning permission? If so please specify.

None.

11. Has the Council, or as the case may be, the Department of the Environment served any notice or made any order or taken any other action under the Planning Act (Northern Ireland) 2011 or Planning (Northern Ireland) Order 1991 in respect of the property other than the matters registered in the Statutory Charges Register?

ENFORCEMENT NOTICES:

None.

LISTED BUILDING:

None.

CONSERVATION AREA:

None.

GENERAL

12. Is there any present proposal by the Department to acquire all or any part of the property for any of its statutory functions?

DOE PLANNING SERVICE:

NO.

DRD ROADS SERVICE:

Roads Southern:

NO.

NORTHERN IRELAND WATER:

NO.

13. Has any notice or counter-notice been served on or by the Council, or as the case may be, the Department of the Environment under Part 1 of the Planning & Land Compensation Act (Northern Ireland) 1971, the Planning Blight (Compensation) (NI) Order 1981 or the Planning (NI) Order 1991?

DOE PLANNING SERVICE:

NO.

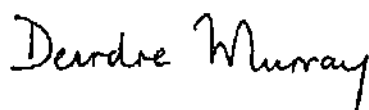
DRD ROADS SERVICE:

Roads Southern:

NO.

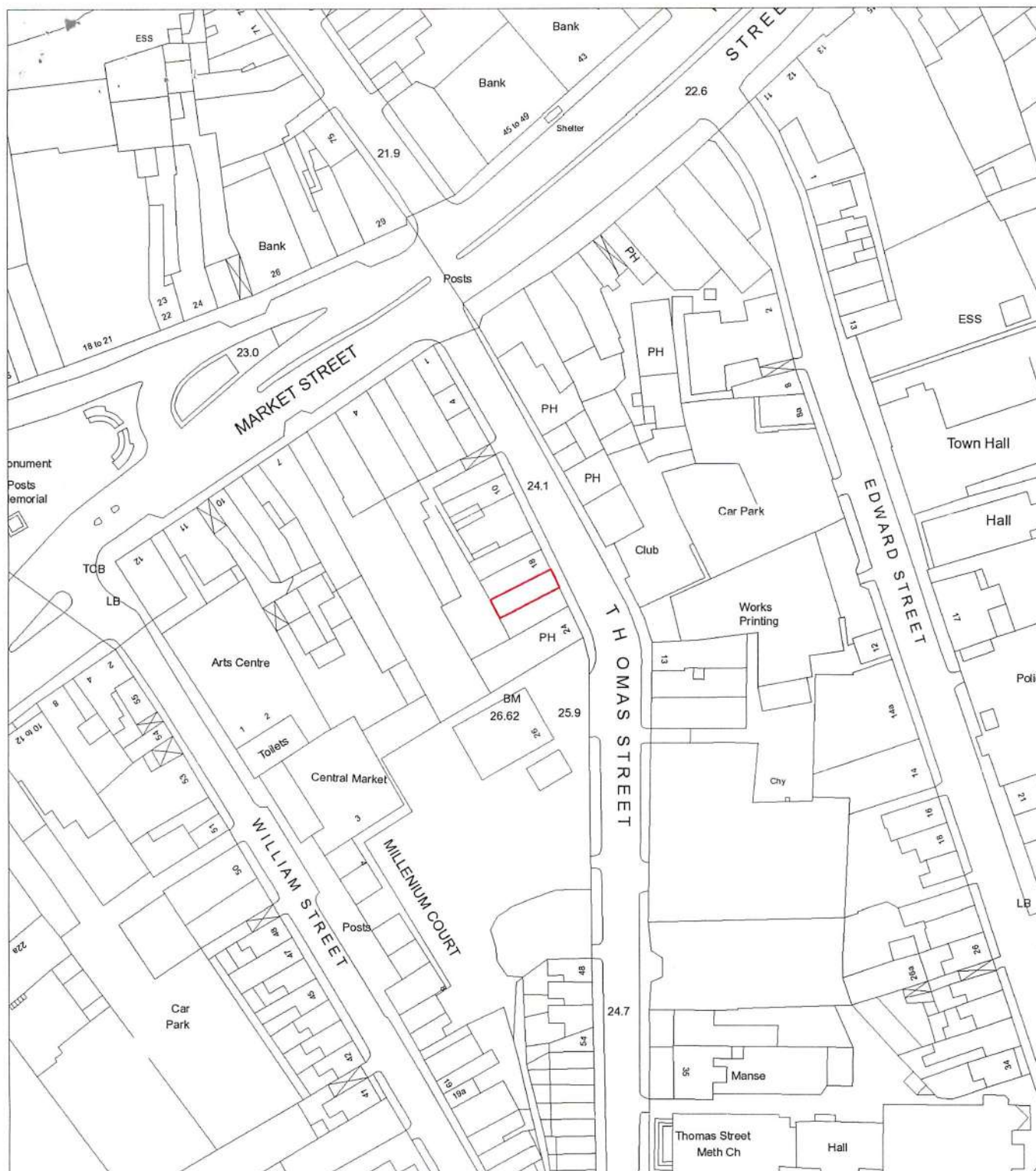
NORTHERN IRELAND WATER:

NO.



Deirdre Murray (Mrs)

Unit Manager
for Chief Executive



<p>Search Reference: CU/2018/27200</p> <p>Map Sheet Reference: 20004NW3</p>	<p>Regional Property Certificate Unit County Buildings 15 East Bridge Street ENNISKILLEN BT74 7BW</p>
<p>Property Address: 20, THOMAS STREET PORTADOWN BT62 3NP</p>	
<p>Date: 23-Oct-2018</p>	<p>Scale: 1: 1250</p>
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**Armagh City
Banbridge
& Craigavon**
Borough Council

11-11-2018

6 NOV 2018

YOUR REF: JW/IMCD

OUR REF: PC/2018/02696

05 November 2018

Mr JO Greer, WG Maginess & Son Solicitors
68 Bow Street
LISBURN
BT28 1AL

Dear Sir/Madam

RE: 20 THOMAS STREET, PORTADOWN

I refer to your letter received 22 October 2018 and enclose the requisite Property Certificate in respect of the above premises together with a receipt for £60.00 and map which accompanied your application.

Yours faithfully

TOM LAVERY
HEAD OF BUILDING CONTROL

Encs

Armagh Office
The Palace Demesne
Armagh
BT60 4EL

+44 (0)28 3752 9600

Banbridge Office
Civic Building
Downshire Road
Banbridge BT32 3JY

+44 (0)28 4066 0600

Craigavon Office
Craigavon Civic &
Conference Centre
Lakeview Road
Craigavon BT64 1AL

+44 (0)28 3831 2400

Roger Wilson
Chief Executive

info@armaghbanbridgecraigavon.gov.uk
armaghbanbridgecraigavon.gov.uk

PROPERTY CERTIFICATE
Armagh Banbridge and Craigavon District Council

Period Searched: 10 Year Search
Search No. PC/2018/02696

20 THOMAS STREET , PORTADOWN

SECTION ONE: Building Control Matters

- 1.1 Confirm if the Council has received any application(s) for Full Plans, Building Notice, and/or Regularisation Certificate in relation to the Property within the Certificate period.

No

- 1.2 Do the Council's records for the Certificate Period disclose any outstanding breach of Building Regulations?

No

- 1.3 Is the Council currently contemplating any legal proceedings in respect of the Property, or have any such proceedings been instigated?

No

- 1.4 Confirm if any relaxation or dispensation has been granted in relation to the Property within the Certificate Period; and if so what extent?

No

SECTION TWO: Building Licensing Matters.

2.1 Have any Licences been granted in relation to the Property as indicated in the following table?

LICENCE TYPE	LEGISLATION	GRANTED
Public Entertainments Licence	Local Government (Miscellaneous Provisions) (NI) Order 1985	No
Amusement Permit	Betting, Gaming, Lotteries and Amusements (NI) Order 1985	No
Petroleum Spirit Licence	Petroleum (Consolidation) Act (NI) 1929	No
Cinematographic Licence	Cinemas (NI) Order 1991	No
Dog Kennels	Dogs (NI) Order 1983	No
Caravans	Caravans Act (NI) 1963	No

SECTION THREE: Dangerous and Ruinous Structures, Environmental Health & Other Matters

3.1 Does the Council have a record of the issue and/or non-compliance with any dangerous structure or ruinous building order(s)/notice(s) in relation to the Property, issued under the legislation indicated in the following table?

LEGISLATION	GRANTED
Towns Improvement (Ireland) Act 1854	No
Towns Improvement (Clauses) Act 1847	No
Public Health Acts Amendment Act 1907	No
Pollution Control and Local Government (NI) Order 1978	No
Sections 116 & 117 Belfast Improvement Act 1878	No

3.2 Is the Council, in relation to the Property, currently contemplating or has it instigated legal proceedings pursuant to any of its statutory functions as indicated in the following table?

LEGISLATION	GRANTED
Food Safety (NI) Order 1991	No
Health and Safety at Work (NI) Order 1978	No
Industrial Pollution Control (NI) Order 1997	No
Pollution Control and Local Government (NI) Order 1978	No
Public Health (Ireland) Act 1878	No
Access to the Countryside (NI) Order 1983	No

3.3 Is the Council currently contemplating the compulsory acquisition of the Property in connection with the exercise of any of its statutory functions?

No

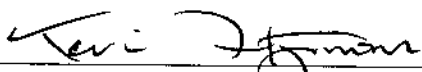
3.4 Does a Smoke Control Order affect the property?

Smoke control order does not apply.

3.5 Confirm the postal number and address of the property.

Correct Address

Signed: _____



Date: 05-11-2018

Of Armagh City Banbridge and Craigavon Borough
Council

18/2696

ACemap™ Online

Printed: 14/03/2008 Customer Ref. LG/PW/FAITH20 THOMAS ST

This map relates to the following address or grid reference

20, FAITH MISSION BOOKSHOP, THOMAS STREET, , PORTADOWN, BT62 3NP



301205

353679

353850

353800

353750

353700

353650

353600



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PC/2018/2696

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PO Box 66
Lakeview Road
Craigavon
Co. Armagh
BT64 1AL
Tel: 0300 0300 900



**Armagh City
Banbridge
& Craigavon**
Borough Council

22 Oct 2018		ABC Council FINPROD		15:25:08	
Receipt : BCB0004006					

Name / Address:	WG Maginess & Son /
Receipt Reference::	BCB0004006
Origin:	010 : Banbridge Bldg Ctrl - Civic BI
Type:	CHEQUE : CHEQUE
Narrative:	20 Thomas Street, Portadown
Date String:	22 Oct 2018
Amount(GBP):	60.00