

**REPORT ON LONG LEASEHOLD TITLE**  
**(Prior to a Disposal)**  
**Short Form**

**PREPARED FOR:** **MINISTRY OF JUSTICE** and any successor body carrying out the functions of the MOJ

**PROPERTY:** Underground Car Park, Elmington Road, Camberwell (the "**Car Park**")

**TITLE NUMBER(S):** SGL60296

**TITLE:** Leasehold

**CLASS OF TITLE:** Good Leasehold: whilst the title to the lease is registered at the Land Registry, the landlord's title is not registered.

**1. EXECUTIVE SUMMARY**

This Report has been prepared by reviewing your title deeds and by carrying out appropriate searches.

The Property is vested in the Secretary of State for Communities and Local Government.

We have summarised below the matters which affect the title, and have attached up to date copies of the Land Registry Entries and Plan of the Property at **Annex A**.

**2. RIGHTS**

**2.1. Rights to which Property is subject**

None.

**2.2. Rights benefitting the Property**

None.

**3. COVENANTS**

**3.1. Covenants binding the Property**

None.

**3.2. Covenants benefitting the Property**

None.

**4. KEY TERMS OF THE LEASE**

**4.1. Lease Term**

200 years from 28 March 1968 (i.e. expiring 27 March 2168)

#### **4.2. Lease Rent**

£150 per annum paid on a half yearly basis.

#### **4.3. Restrictions on Alienation**

Assignment, underletting or any other disposal is not permitted except to a purchaser of the adjoining Magistrates' Court. There are no further restrictions on alienation.

#### **4.4. Repair**

The tenant is responsible for keeping the Car Park in good, tenantable repair and condition, including providing substantial support to the landlord's retained land. This covenant extends to ensuring that the concrete beams on the roof of the car park and asphalt laid upon the roof are part of the Car Park and are the responsibility of the tenant, but the paving slabs and materials above the asphalt is the landlord's responsibility.

#### **4.5. Other Tenant's Covenants**

The tenant insures the Car Park.

#### **4.6. Forfeiture**

The Landlord has the ability to forfeit the lease where:

- 4.6.1. the rent is unpaid for 21 days after becoming due; or
- 4.6.2. the tenant is in breach of the tenant covenants in the lease

#### **4.7. Other Termination Provisions**

None.

#### **4.8. Permitted Use**

The permitted user is only as an underground car park or, in the event that they are no longer required for such use, for such other purpose as permitted under the relevant planning legislation, but subject to payment of increased rent as is relevant to such alternative use.

### **5. GENERAL**

- 5.1. In preparing this Report we have only considered the registered title, the title documents supplied to us and the search results referred to above.
- 5.2. This Report does not attempt to paraphrase every document or encumbrance to which it refers. It does not, therefore, avoid the necessity of referring, where appropriate, to the original documents.
- 5.3. We have not inspected the Property, nor have we made any enquiries of any occupiers of the Property or of neighbouring owners or occupiers, and have, to that extent, relied upon information provided to us.
- 5.4. This Report only addresses legal issues. We do not express any opinion on the structure or condition (including environmental condition) of the Property, or of any physical structures erected on it.
- 5.5. This Report is intended for the sole use of the Ministry of Justice (or any successor body carrying out the functions of the Ministry of Justice) and in contemplation of the potential future sale of the Property. We accept no responsibility for any reliance placed on it by any other party or by you for other purposes.

**5.6.** This Report may only be provided to any third party on an “information only” basis which is subject at all times to the terms of clause 5.5 above.

**MICHELMORES LLP**

**Dated: 5 February 2016**

**Annexures:**

- A. Land Registry Official Copy Entries and filed plan for Title Number SGL60296.
- B. Official Copy Lease.