

**QUESTIONNAIRE TO ACCOMPANY THE CERTIFICATE OF TITLE (CLLS Eighth Edition
2026 Update)**

RELATING TO [NAME OF PROPERTY]

NB Update April 2026 – a new paragraph 29 was included in Schedule 3 in relation to the Building Safety Act 2022 (“BSA”) (for The City of London Law Society Land Law Committee Certificate of Title (Eighth Edition 2026 Update). Paragraph 29 includes Company confirmations to the effect that no relevant building on the Property (or no relevant building of which the Property forms part) satisfies the height or storeys test for it to be a “relevant building” or “higher risk building” as defined by the BSA.

Update March 2025 – the following changes in red were made to paragraph 28.2.3 of Schedule 3. They arise from section 49 Leasehold and Freehold Reform Act 2024 coming into force on 3 March 2025:

28.2.3 for the purposes of Chapter 1 of Part 2 (Right to Manage) of the Commonhold and Leasehold Reform Act 2002 -

- (a) the whole of or that part of the Property which is used for residential purposes is a self-contained building, more than 50% of the internal floor area (excluding common parts) of which is occupied or intended for non-residential purposes; or**
- (b) the whole of or that part of the Property which is used for residential purposes is a self-contained building, 50% or less of the internal floor area (excluding common parts) of which is occupied or intended for non-residential purposes, but the number of flats held by qualifying tenants within the relevant building is less than two-thirds of the total number of flats in that building.**

Update February 2024 – a small change has been made in paragraph 32.1.2 in Schedule 5 as set out in red below.

the freehold **or an extended lease** of the Premises pursuant to Part I (Enfranchisement and Extension of Long Leaseholds) of the Leasehold Reform Act 1967.

NOTES FOR CLIENTS:

- The form of Certificate of title requires us to give certain information and also to certify that the Company has confirmed, told us or provided information (which only the Company can provide) to us in writing.
- The confirmations given by the Company are to be given on behalf of itself and where "Seller" is defined below, on behalf of the Seller.
- If the confirmations are correct please select the 'yes/confirmed' answer. If the confirmations are not correct, select the 'no/not confirmed' answer and provide further details with any documentary evidence.
- The legal nature of the Certificate means that this questionnaire has, in places, to use legal terminology. If you have any doubts as to the meaning of any confirmation that you are being asked to give, please ask for an explanation.
- The numbering of the confirmations corresponds to the paragraph and Schedule numbering in the Certificate of title. Therefore it is not consecutive.
- For the purposes of the information checklist, it is assumed that title and any tenancy documentation has already been provided to us in full. If this is not the case please advise us.

DEFINITIONS USED

The following definitions reflect the same terms defined in the Certificate of title and are used or set out in this questionnaire for consistency and context:

[Banks/Finance Parties has the meaning given to that expression in the Loan Document];

Benefit means (in each case whether or not registered):

- (i) any right or easement (including any acquired through long use); and
- (ii) any restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest

but not including any reserved under the terms of any Letting Document.

[Example: rights of way of which the Property has the benefit; any other rights over other land that benefit the Property]

[Charge means the legal charge over the Property [to be] entered into in favour of the Chargee;]

[Chargee means [];

Company means [];

Lease means the lease by virtue of which the Company holds the Property or part of it (as amended or supplemented);

[Explanation: this is the lease under which you are the tenant of the Property]

Letting Document means:

- (i) any lease, underlease or tenancy, or occupation contract (in the case of Wales); or
- (ii) any licence or other agreement or arrangement giving rise to rights of occupation and enjoyment which binds the Property, or in respect of which the Company is obliged to comply either generally or by way of indemnity;

(in each case as amended or supplemented);

and including any tenancy which is being continued after the contractual expiry date under the Landlord and Tenant Act 1954 or otherwise;

[Loan Document means the loan/facility agreement [dated [] [to be made] between [] and [] providing for the loan referred to in it, which loan is [to be] secured by [among other things] the Charge;]

Property means *[insert property description used in Schedule 2, Part 1 to the Certificate]*;

[Seller means [] and references to confirmations given by, or documents or information provided by, the Company include confirmations given by, or documents or information provided by, the Seller;]

Transaction means [];

1954 Act means the Landlord and Tenant Act 1954;

1995 Act means the Landlord and Tenant (Covenants) Act 1995

A. INFORMATION REQUESTED

Please supply the following:	Supplied?
1. Details of:	
(a) the current use of the Property; and	Yes/No
(b) where there is more than one use, each use.	Yes/No
<i>(Schedule 2, Part 4 of the Certificate and Schedule 3, paragraph 12.)</i>	
2. The location of each point where access is gained to the Property (by returning to us a copy of the attached plan showing the Property edged red).	Yes/No
<i>(Schedule 3, paragraph 3.1, to the Certificate.)</i>	
3. Details of any rights and easements benefiting the property (in addition to those set out in the attached Schedule A).	Yes/No
<i>(Schedule 3, paragraph 4.1, to the Certificate.)</i>	
4. Details of any covenant, restriction, stipulation or easement burdening the property (in addition to those set out in the attached Schedule B).	Yes/No
<i>(Schedule 3, paragraph 5.1, to the Certificate.)</i>	
5. Details of VAT registrations and options to tax and acknowledgments from HM Revenue & Customs in relation to options to tax (in addition to those set out in the attached Schedule C).	Yes/No
<i>(Schedule 3, paragraph 1.5, of the Certificate, Schedule 4, paragraph 19.2, of the Certificate and Schedule 5, paragraph 22.2, of the Certificate.)</i>	
6. Current energy performance certificate covering the whole of the Property	Yes/No
<i>(Schedule 3, paragraph 24.2, of the Certificate)</i>	
7. A current arrears Schedule and copies of all Section 17 notices served and any related correspondence and documentation.	Yes/No
<i>(Schedule 5, paragraph 3.3, of the Certificate and attached Schedule D)</i>	
8. Where you occupy under a lease, the name and address of the current landlord and the current guarantor (if any) and the current rent.	
<i>(Schedule 4, Part 1A to the Certificate)</i>	
9. In relation to each Letting Document the name and address of the current tenant and guarantor (if applicable) and details of the current rent and date from which the rent was last reviewed.	Yes/No
<i>(Schedule 5, Part 1A to the Certificate and Schedule 5 - supplement)</i>	
10. In relation to each Letting Document where there are rent deposits, please confirm that all documents for the registration of the deposit (where applicable) have been supplied and provide a Schedule showing the amounts of the initial	Yes/No

deposits.

(Schedule 5, Part 1A and Schedule 5, part 2, paragraph 29)

B. CONFIRMATIONS REQUESTED

Please confirm the following and, if confirmation cannot be given, please supply details of the relevant circumstances:

MAIN BODY OF CERTIFICATE

2.1.3(a) [The Company does not know of any reason why it should not be registered as proprietor of the Property with absolute title]~~[delete if the Company is already the registered proprietor]~~ Confirmed/Not confirmed

2.1.3(a) [The Company does not know of any reason why the Chargee should not be registered as registered proprietor of the Charge]~~[delete if the Transaction does not involve the grant of a Charge]~~ Confirmed/Not confirmed

SCHEDULE 1 TO THE CERTIFICATE

2.2 The Company has provided all documents and all information in its possession that is material for the purposes of giving the Certificate. Confirmed/Not confirmed

2.2 Each copy document produced to us is a true copy of the original. Confirmed/Not confirmed

3.5 The Company is not aware of any circumstances which could render any transaction affecting the Company's title to the property liable to be set aside under the provisions of the Insolvency Act 1986 (as amended). Confirmed/Not confirmed

[Explanation: Such circumstances would be where the transaction was a gift or at an undervalue or with an intention to defraud creditors.]

SCHEDULE 3 TO THE CERTIFICATE

TITLE

1.3 No further land transaction return or payment in relation to stamp duty land tax or land transaction tax is required in respect of any transaction involving the Property which has an effective date prior to the date of this questionnaire and there is nothing on the face of the documents to suggest otherwise. Confirmed/Not confirmed

1.4.1 An option to tax has been exercised by the Company (or any company of which it is a relevant associate or relevant group member within the meaning of Schedule 10 to the Value Added Tax Act 1994) over the whole Property. Confirmed/Not confirmed

[Explanation: "Option to tax" has the meaning given in Schedule 10 of the Value Added Tax Act 1994 and includes an option to tax which has been deemed, or treated as having been, exercised].

- | | | |
|-------|--|-------------------------|
| 1.4.2 | The option to tax is valid | Confirmed/Not confirmed |
| 1.4.3 | Notice of the option to tax was given to HM Revenue & Customs | Confirmed/Not confirmed |
| 1.4.4 | The option to tax has not been, or been deemed to be, disapplied or revoked in whole or part so that value added tax is due in respect of any supply of the Property by the Company | Confirmed/Not confirmed |
| 3.1 | So far as the Company is aware, there has been no challenge or objection to accessing the Property via each point where access is gained to the Property as indicated by the Company on the attached plan which shows the Property edged red | Confirmed/Not confirmed |
| 4.1 | The Benefits set out in Schedule A to this Questionnaire are, so far as the Company is aware, the only Benefits necessary for the use and enjoyment of the Property for its existing use or (if no Benefits are set out in Schedule A), no Benefits are required for the use and enjoyment of the Property. | Confirmed/Not confirmed |
| | <i>[Note: Schedule A to be filled in to reflect Schedule 2 Part 2 of Certificate.]</i> | |
| 4.2 | As far as the Company is aware, the Benefits set out in Schedule A and any disclosed at 4.1 above are enjoyed freely, without interruption and without restriction. | Confirmed/Not confirmed |
| 5.1 | As far as the Company is aware the Property is not subject to any material covenants, restrictions, stipulations and easements, customary or public rights, local land charges, mining or mineral rights, franchises, manorial rights, third party rights, rights of common, rent charges or similar outgoings, liability for chancel repairs, liability in respect of embankments, sea and river walls, payments in lieu of tithe or charges/annuities payable for the redemption of tithe, sporting or fishing rights or other right or interest, whether or not registered (" Incumbrances ") other than as detailed in the attached Schedule B. | Confirmed/Not confirmed |
| | <i>[Note: Schedule B to be filled in prior to sending to client to reflect Schedule 2, Part 3 to the Certificate.]</i> | |
| 5.1 | The Company: | |
| | has not received notice of any breach of the Incumbrances set out in Schedule B. | Confirmed/Not confirmed |
| | <i>[Example – breach of a covenant not to use the Property for a specified purpose.]</i> | |
| | is not aware of any breach or infringement of any of those Incumbrances set out in Schedule B; and | Confirmed/Not confirmed |
| | the existing use of the Property is not materially adversely affected by the existence of any of the Incumbrances. | Confirmed/Not confirmed |

5.3	The Company is not aware of any person acquiring an Incumbrance over the Property through long use (other than rights to light or rights to air). <i>[Example: a right of way]</i>	Confirmed/Not confirmed
6.	There are no mortgages, charges or liens (whether legal or equitable, specific or floating) affecting the Property.	Confirmed/Not confirmed
7.1	There are no agreements for sale, estate contracts, options, rights of pre-emption or similar matters affecting the Property, the provisions of which remain to be observed or performed.	Confirmed/Not confirmed
7.2	There are no: 7.2.1 obligations to make future payments in respect of overage, clawback, deferred consideration or other payments of a similar nature; or 7.2.2 other material positive obligations; pursuant to the matters referred to in paragraph 7.1 which are binding on the Property, or on the Company (either generally or by way of indemnity) in relation to the Property.	Confirmed/Not confirmed
8.1	Apart from any parts of the Property that are the subject of any Letting Documents [as notified to us], the Company is, or is entitled to be, in actual occupation of the Property on an exclusive basis and no other person has any right to possession, occupation or use of or interest in the Property.	Confirmed/Not confirmed
8.2	So far as the Company is aware no one is in adverse possession of the Property or has acquired (or is acquiring) any rights adversely affecting the Property (other than rights to light or rights to air). <i>[Example: a squatter.]</i>	Confirmed/Not confirmed
9.	There are no insurance policies relating to planning, title or covenants affecting the Property.	Confirmed/Not confirmed
10.1	The Company has not made and not had occasion to make any claim or complaint in relation to a neighbouring property or its use or occupation.	Confirmed/Not confirmed
10.2	There are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by the Company.	Confirmed/Not confirmed
11.	No notices materially affecting the Property or the Company's interest in it or any of the Benefits (whether detailed in Schedule A to this questionnaire or disclosed by the Company pursuant to paragraph 4.1 above) have been given or received by the Company.	Confirmed/Not confirmed

PLANNING

13.1 The Company is not aware that:

13.1.1	any development which has been carried out in relation to the Property is unlawful or has been carried out without any necessary consents or permissions being obtained;	Confirmed/Not confirmed
13.1.2	any enforcement proceedings under the Town and Country planning legislation have been commenced or any notices served; or	Confirmed/Not confirmed
13.1.3	any such proceedings or notices have been proposed.	Confirmed/Not confirmed
13.2	The Company is not aware of any acts, omissions or other circumstances by reason of which a planning enforcement order may be applied for or made in relation to the Property.	Confirmed/Not confirmed
14.	No planning permission affecting the Property is the subject of an existing challenge as to its validity.	Confirmed/Not confirmed
15.1	The planning permissions affecting the Property are subject only to conditions which have either been satisfied so that nothing further remains to be done under them or, in the case of continuing conditions, are being complied with and the Company knows of no reason why those conditions should not continue to be so complied with.	Confirmed/Not confirmed
16.	There is no application for planning permission, non-material amendment to a planning permission, or listed buildings consent in respect of the Property awaiting determination and no planning, non-material amendment or listed buildings decision or deemed refusal which is subject to appeal.	Confirmed/Not confirmed
17.1	The Company has not entered into and is not required to enter into any agreement or obligation or planning contribution (together a " Planning Agreement ") under section 52 Town and Country Planning Act 1971, section 38 and section 278 Highways Act 1980, section 33 Local Government (Miscellaneous Provisions) Act 1982, section 106 Town and Country Planning Act 1990, section 104 Water Industry Act 1991, or any provision in legislation of a similar nature.	Confirmed/Not confirmed
17.2	As far as the Company is aware in respect of any Planning Agreement:	Confirmed/Not confirmed
	all the obligations which have fallen due have been complied with; and	Confirmed/Not confirmed
	no notice of breach has been received; and	Confirmed/Not confirmed
	there are no material obligations which remain to be observed or performed.	Confirmed/Not confirmed
18.2	Where there is a community infrastructure levy charging schedule in place which affects the Property, so far as the Company is aware either:	Confirmed/Not confirmed
	18.2.1 no demand notice has been issued; or	
	18.2.2 if a demand notice has been issued, it has been complied with and there are no community infrastructure levy payments	

outstanding in relation to the Property

- 19.2 Where there are any buildings or structures or erections on the Property that are listed under Section 1 of the Planning (Listed Buildings and Conservation Areas) Act 1990 ("**Listed**"), the Company is not aware that:
- 19.2.1 any demolition, works or alterations which have been carried out to the Listed part of the Property are unauthorised or have been carried out without any necessary consents being obtained;
- 19.2.2 any enforcement proceedings under the Planning (Listed Buildings and Conservation Areas) Act 1990 (or any other relevant Town and Country Planning legislation) have been commenced or notices served; and
- 19.2.3 any such proceedings or notices have been proposed
- 19.3.1 Where there are any buildings or structures or erections on the Property that are Listed the listed building consents affecting the Property are subject only to conditions which have either been satisfied so that nothing further remains to be done under them or, in the case of continuing conditions, are being complied with and the Company knows of no reason why those conditions should not continue to be so complied with
21. The Company is not aware of any resolution, proposal, order or act made or contemplated for the compulsory acquisition of the Property or any private access to it or rights over it.

STATUTORY MATTERS

22. The Company is not aware of any outstanding order, notice or other requirement of any local or other authority pursuant to statute that affects the current use of the Property (as disclosed in this questionnaire) or involves expenditure in compliance with it nor of any other circumstances which may result in any such order, notice or requirement being made or served.
23. The Company has not received notice of any breach of and is not aware of any material breach of the requirements of any statute affecting the Property that are capable of enforcement at present.

ENVIRONMENT

- 24.1 The Company:
- 24.1.1 holds all necessary permits, licences, consents, authorisations, registrations or any other approvals (together an "**environmental permit**") under any environmental laws;
- 24.1.2 has not received any written notices or notifications under any environmental laws in respect of the Property or the current use of the Property and is not aware of any circumstance which may

result in any such notices or notifications being made;

- 24.2 holds an energy performance certificate for the Property which covers the whole of the Property and is registered on the relevant statutory register. Confirmed/Not confirmed

GENERAL

- 25.1 Except for any tenant's alterations, no buildings or other structures on the Property have been erected or been subject to extension or material alteration within the last 12 years. Confirmed/Not confirmed

- 25.2 There are no subsisting agreements, certificates, guarantees, warranties, rights arising pursuant to the Contracts (Rights of Third Parties) Act 1999 or insurance policies relating to any construction, repair, alteration, replacement, treatment or improvement of any building or structure on the Property. Confirmed/Not confirmed

- 26 The Property is not subject to the payment of any outgoings other than the uniform business rate, water rates and other utility charges (and where the Property is leasehold, only sums due under the lease); and Confirmed/Not confirmed

- 26 All such payments have been made to date. Confirmed/Not confirmed

27. All fixtures and fixed plant at the Property are (or will on completion of the Transaction become) the Company's property free from incumbrances (disregarding landlord's fixtures if the Property is leasehold, and tenant's fixtures if the Property is let). Confirmed/Not confirmed

RESIDENTIAL AND MIXED USE BUILDINGS

- 28.1 No part of the Property is used for residential purposes Confirmed/Not confirmed

- 28.2.1 In the event that the whole or any part of the Property is used for residential purposes, for the purposes of Part I (Tenants' Rights of First Refusal) of the Landlord and Tenant Act 1987: Confirmed/Not confirmed

(a) the premises comprising any building or part of a building at the Property which are occupied or intended for non-residential purposes, exceed 50% of the total internal floor area of the relevant building or part building (excluding common parts); or

(b) such non-residential premises within the relevant building or part building do not exceed 50% of the total internal floor area of the relevant building or part building (excluding common parts), but the number of flats held by qualifying tenants within the relevant building or part building does not exceed 50% of the total number of flats in the relevant building or part building.

- 28.2.2 In the event that the whole or any part of the Property is used for residential purposes, for the purposes of Chapter I of Part I (Collective Enfranchisement in case of Tenants of Flats) of the Leasehold Reform, Housing and Urban Development Act 1993: Confirmed/Not confirmed

(a) the whole of or that part of the Property which is used for residential purposes is a self-contained building, more

than 25% of the internal floor area (excluding common parts) of which is occupied or intended for non-residential purposes; or

- (b) the whole of or that part of the Property which is used for residential purposes is a self-contained building, 25% or less of the internal floor area (excluding common parts) of which is occupied or intended for non-residential purposes, but the number of flats held by qualifying tenants within the relevant building is less than two-thirds of the total number of flats in that building.

28.2.3 In the event that the whole or any part of the Property is used for residential purposes, for the purposes of Chapter 1 of Part 2 (Right to Manage) of the Commonhold and Leasehold Reform Act 2002: Confirmed/Not confirmed

- (a) the whole of or that part of the Property which is used for residential purposes is a self-contained building, more than 50% of the internal floor area (excluding common parts) of which is occupied or intended for non-residential purposes; or

- (b) the whole of or that part of the Property which is used for residential purposes is a self-contained building, 50% or less of the internal floor area (excluding common parts) of which is occupied or intended for non-residential purposes, but the number of flats held by qualifying tenants within the relevant building is less than two-thirds of the total number of flats in that building.

29.1 No part of the Property contains dwellings or residential units.¹ Confirmed/Not confirmed

29.2 For the purposes of the Building Safety Act 2022:

29.2.1 no self-contained building or self-contained part of a building on the Property containing at least two dwellings:

- (a) is at least 11 metres in height; or

- (b) has at least five storeys.

Confirmed/Not confirmed

29.2.2 no building on the Property containing at least two residential units:

- (a) is at least 18 metres in height; or

- (b) has at least seven storeys.

Confirmed/Not confirmed

29.2.3 the Property does not form part of a building containing at least two residential units that:

- (a) is at least 18 metres in height; or

¹ The statements at paragraphs 29.1 and 29.2 are intended to highlight if the Property includes a “relevant building” or “higher risk building” as defined by the Building Safety Act 2022 and regulations made under it. This is a highly technical area. If you are able to confirm statement 29.1, you do not need to consider 29.2. If you do need to consider 29.2, please contact us for further guidance.

(b) has at least seven storeys.

Confirmed/Not confirmed

SCHEDULE 4, PART 2 TO THE CERTIFICATE

The following confirmations apply only where the Property is held under a lease, and Lease means the lease under which the Property is held.

- | | | |
|-------|--|--|
| 3.2 | The last instalment of: | |
| | 3.2.1 rent; and | Confirmed/Not confirmed |
| | 3.2.2 service charge (if any), | Confirmed/Not confirmed/
Not applicable |
| | was paid to and was accepted by the landlord or its agents without qualification. | |
| 4.3.1 | No rent reviews are currently outstanding or under negotiation or the subject of a reference to an expert or arbitrator or the courts. | Confirmed/Not confirmed |
| 12.2 | Where the Lease contains any or all of an option to determine in favour of either the landlord or the tenant, an option to renew the term, an option to purchase or a right of first refusal, such options or rights have not been exercised | Confirmed/Not confirmed |
| 13.2 | The Company has not received a notice under section 8 of the 1995 Act from any former landlord requesting a release and is therefore not aware of any former landlord having been released under section 8 of the 1995 Act.

<i>[Explanation: the former landlord can use the notice procedure under Section 8 of the 1995 Act to be released from the benefit and burden of the landlord covenants in the Lease.]</i> | Confirmed/Not confirmed |
| 14. | No collateral assurances, undertakings or concessions have been made by any party to the Lease. | Confirmed/Not confirmed |
| 15. | No works, no change of use and no grant of any sub-lease have been carried out, effected or granted by the Company or any former tenant under the Lease. | Confirmed/Not confirmed |
| 18.1 | So far as the Company is aware, there is no subsisting material breach of the covenants or conditions contained in the Lease (whether on the part of the landlord or the tenant) or any other event which could give rise to forfeiture of the Lease. | Confirmed/Not confirmed |
| 18.2 | No notice alleging any breach of the covenants or conditions contained in the lease, whether on the part of the landlord or the tenant, remains outstanding. | Confirmed/Not confirmed |
| 18.3 | So far as the Company is aware no breach of covenant has been waived or acquiesced in. | Confirmed/Not confirmed |
| 19.1 | 19.1.1 A valid option to tax has been exercised by the landlord or a body corporate in relation to which the landlord is either a relevant associate or a relevant group member over the whole Property. | Confirmed/Not confirmed |

	19.1.2 Where an option to tax has been exercised, such option has not been, or been deemed to be, disapplied or revoked (in whole or in part), so that value added tax is due in respect of any supply of the Property by the landlord.	Confirmed/Not confirmed
19.3	<p>The Company is not aware of any reason why the landlord should be prevented from charging any value added tax on the rent or other supply to the tenant in particular as a result of the operation of any of the disapplication provisions of Schedule 10 to the Value Added Tax Act 1994).</p> <p><i>[Explanation: An option to tax may be disapplied in a number of circumstances, including in relation to a building or part of a building that is intended for use as a dwelling or number of dwellings or other specified types of residential accommodation; or by a charity for non-business purposes, other than as an office. It may also be disapplied by certain anti-avoidance provisions]</i></p>	Confirmed/Not confirmed
20.1	<p>Neither the grant of the Lease nor any agreement for the grant of the Lease was exempt from charge to (1) stamp duty land tax by virtue of any of the provisions specified in paragraph 11(2) of Schedule 17A ('cases where assignment of lease treated as grant of lease') to the Finance Act 2003 ("FA 2003") or (2) land transaction tax by virtue of any of the provisions specified in paragraph 22 of Schedule 6 ('cases where assignment of lease treated as grant of lease') to the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017 ("LTTA 2017").</p> <p><i>[Explanation: where the original grant of the lease was exempt from SDLT as a result of reconstruction or acquisition relief, charities relief, group relief or sale and leaseback relief the first non exempt assignment will be treated for SDLT purposes as the grant of a new lease.]</i></p>	Confirmed/Not confirmed
20.2	<p>Nothing is, or may be, required or authorised to be done by the tenant or any successor in title in respect of the grant of the Lease or any agreement for the grant of the Lease under or by virtue of any of the provisions mentioned in paragraph 12 ("Assignment of lease responsibility of assignee for returns") of Schedule 17A to the FA 2003, or in paragraph 23 of Schedule 6 ("Assignment of lease") to the LTTA 2017.</p> <p><i>[Explanation: as a result of a contingency ceasing or consideration becoming ascertained the purchaser must make a return and pay any additional SDLT due or claim a refund.]</i></p>	Confirmed/Not confirmed
21	There are no material obligations under any agreement for lease relating to the Premises that are binding on the Company and which remain outstanding following the grant of the Lease pursuant to the agreement	Confirmed/Not confirmed

SCHEDULE 5, PART 2 TO THE CERTIFICATE

The following confirmations relate only to property which has been let and Letting Document means the document under which the property has been let. The confirmations should be obtained for each Letting Document

- | | | |
|-----------|---|-------------------------|
| 2. | The property the subject of the Letting Document is occupied by the Tenant or the person authorised pursuant to the Letting Document to be in occupation. | Confirmed/Not confirmed |
| 3.2 | All rent and additional rent, service charges or other payments have been paid to date and no rent or other payment has been commuted, waived or paid in advance of the due date for payment. | Confirmed/Not confirmed |
| 3.3 | No notices have been served on any former tenants or guarantors of former tenants under section 17 of the 1995 Act.

<i>[Explanation: a landlord who wishes to recover arrears of rent, service charge, interest or other quantified sum from a former tenant or its guarantor must first serve a notice on that person within the time limits prescribed under Section 17 of the 1995 Act.]</i>

<i>[Note – if any notices have been served, we will need to obtain further information from you.]</i> | Confirmed/Not confirmed |
| 4.2.1 | All steps in current rent reviews have been duly taken and no rent reviews are currently under negotiation or the subject of a reference to an expert or arbitrator or the courts. | Confirmed/Not confirmed |
| 4.2.3 | No building, alteration or improvement has been carried out pursuant to an obligation to the landlord. | Confirmed/Not confirmed |
| 10.2.1(c) | Where there is a service charge, the range of services to which it applies are reasonable and appropriate for the type of buildings in the Property. | Confirmed/Not confirmed |
| 10.2.2 | Where there is a service charge, there are no material irrecoverable items, caps or other limitations on its recovery. | Confirmed/Not confirmed |
| 10.2.3 | There are no lettable areas of the Property that are currently unlet. | Confirmed/Not confirmed |
| 12.2 | Where the Letting Document contains any or all of an option to determine, an option to renew the term, an option to purchase or a right of first refusal, such options or rights have not been exercised | Confirmed/Not confirmed |
| 13.3 | No notice has been served in respect of any Letting Document pursuant to sections 25 or 26 of the Landlord and Tenant Act 1954. | Confirmed/Not confirmed |
| 16. | No person has made a claim for an overriding lease under section 19 Landlord and Tenant (Covenants) Act 1995: | |
| (a) | against the Company; nor | Confirmed/Not confirmed |
| (b) | so far as the Company is aware, against any | Confirmed/Not confirmed |

predecessor of the Company.

So far as the Company is aware, no person is entitled to make such a claim. Confirmed/Not confirmed

So far as the Company is aware, no notice has been served under Section 17 of the 1995 Act (except as referred to at paragraph 3.3 under the heading "Schedule 4") which would give rise to such entitlement. Confirmed/Not confirmed

[Explanation: A former tenant or its guarantor who has been called upon under Section 17 to pay outstanding rent or other sums owed by the current tenant can apply to the Landlord for the grant of an overriding lease.]

17. So far as the Company is aware no collateral assurances, undertakings or concessions have been made by any party to any of the Letting Documents. Confirmed/Not confirmed

18.2 So far as the Company is aware no consents were required for the grant of the Letting Document and any dealings with it, or if required, those consents have been obtained and placed with the documents of title Confirmed/Not confirmed

20.1 The Company is not aware of any subsisting material breach of the covenants or conditions contained in the Letting Documents (whether on the part of the landlord or the tenant) or any other event which could give rise to forfeiture of any Letting Document. Confirmed/Not confirmed

20.2 No notice alleging any breach of any covenant or condition contained in any Letting Document (whether on the part of the landlord or the tenant) remains outstanding Confirmed/Not confirmed

20.3 So far as the Company is aware no breach of covenant has been waived or acquiesced in. Confirmed/Not confirmed

22.2 The Company is not aware of any reason why it should be prevented from charging value added tax in relation to supplies made by it under any Letting Document. For example, no tenant (or former tenant or connected person) has BOTH: Confirmed/Not confirmed

22.4.1 provided financing to the developer or the landlord (or former landlord) of the Property or contributed to any costs of development; and

22.4.2 used the Property for non-VAT'able (or exempt) purposes

[For example, financial, health or educational.]

24. So far as the Company is aware, no notice of intention to make improvements has been served under section 3(1) Landlord and Tenant Act 1927. Confirmed/Not confirmed

[Explanation: By serving a notice in accordance with Section 3(1) the tenant can be entitled to compensation for

improvements at the end of the term.]

- | | | |
|------|---|-------------------------|
| 27. | The Company is not aware of any subletting, parting with possession or sharing of occupation by any tenant. | Confirmed/Not confirmed |
| 28. | There is no rent deposit in respect of any of the Letting Documents. | Confirmed/Not confirmed |
| 29. | None of the Letting Documents has been varied in such a way as to: | |
| | 29.1 Give rise to a surrender and re-grant; or | Confirmed/Not confirmed |
| | 29.2 To render any former tenant or guarantor of any former tenant no longer (or not fully) liable to comply with their obligations. | Confirmed/Not confirmed |
| | <i>[Example: a variation to extend the term or the let area or to increase the rent other than by the existing rent review mechanism]</i> | |
| 31 | There are no material obligations under any agreement for lease relating to the Premises that are binding on the Company and which remain outstanding following the grant of the Letting Document pursuant to the agreement | Confirmed/Not confirmed |
| 32.1 | No tenant has made a claim against the Company nor, so far as it is aware, against any of its predecessors, to acquire: | Confirmed/Not confirmed |
| | 32.1.1 a new lease of the Premises pursuant to Chapter II of Part I (Individual Right of Tenant of Flat to Acquire New Lease) of the Leasehold Reform, Housing and Urban Development Act 1993; or | |
| | 32.1.2 the freehold or an extended lease of the Premises pursuant to Part I (Enfranchisement and Extension of Long Leaseholds) of the Leasehold Reform Act 1967. | |
| 32.2 | Any tenancy deposit paid by the tenant pursuant to the Letting Document has been dealt with in accordance with an authorised tenancy deposit scheme as required by the Housing Act 2004 | Confirmed/Not confirmed |

SCHEDULE A

Rights and easements and other matters benefiting the Property

Date of Document/ Commencement Date (as applicable)	Document (if applicable)	Parties (if applicable)	Nature of Right (eg easement; right of way; covenant)	Land or Interest subject to Right

SCHEDULE C

VAT Registration, Notice of Option to Tax and Acknowledgement

	VAT Registration no.	Date of Notice of Option to Tax	Date of Acknowledgement by HM Revenue and Customs
Company:			
Landlord: <i>(leasehold Property only)</i>			

SCHEDULE D

Section 17 Notices Served on Former Tenants and Guarantors

Date of Service of Notice	Due Date of Arrears	Full names and addresses of Persons served	Amount Claimed	Amount Due

Date

(Signed):

Name:

Position in Company: