



The Law Society

THE LAW SOCIETY BUSINESS LEASE (PART OF BUILDING)

DATE

5.2.2018

LANDLORD

OF MR Mohammed Raza Raveeshi
45 Bloomfield Rd Birkdale
FY1 6JL

LETS TO

TENANT

OF MR Jafer Mahmud Bladost
17 Pharos St Fleetwood FY7 6BE

PROPERTY

THE PROPERTY KNOWN AS "Lilo Charcoal"
124 Central Drive Birkdale FY1 5DY

BUILDING

WHICH IS PART OF 122,124 Central Drive Birkdale FY1 5DY

(WHICH, WHEN REFERRED TO IN THIS LEASE, INCLUDES ITS GROUNDS) FOR THE PERIOD STARTING ON

LEASE PERIOD

5.2.2018

AND ENDING ON

4.2.2023

USE ALLOWED

FOR USE AS

Hot Food take away

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

Seven thousand two hundred POUNDS
(£ 7200.00)

A YEAR BY THESE INSTALMENTS:

£600.00

(A) ON THE DATE OF THIS LEASE, A PROPORTIONATE SUM FOR THE PERIOD

STARTING ON

5.2.18

TO

4.3.18

AND THEN

(B) ~~BY EQUAL MONTHLY~~ INSTALMENTS IN ADVANCE ON THE

RENT DAYS

5th

DAY OF EACH MONTH

RENT REVIEW DATES

~~THE RENT MAY BE INCREASED (UNDER CLAUSE 9) WITH EFFECT FROM EVERY~~
~~ANNIVERSARY OF THE START OF THE LEASE PERIOD~~

TENANT'S OBLIGATIONS

1

PAYMENTS

1. The Tenant is to pay the Landlord:

1.1 the rent

1.2 the service charge in accordance with clause 3 (and this is to be paid as rent)

and the following sums on demand:

1.3 a fair proportion (decided by a surveyor the landlord nominates) of the cost of repairing maintaining and cleaning:

party walls, 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 (including professional fees) of any works to the property which the Landlord does after the Tenant defaults

1.5 the costs 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 146 of the Law of Property Act 1925, 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 Law Society's interest rate 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:

- (a) nothing is to be deducted or set off
- (b) any value added tax payable is to be added

2

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

3. The Landlord and the Tenant agree that:

3.1 the service charge is 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 clauses 12 and 13
- (c) include interest at no more than the Law Society's interest rate 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 a 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 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

4. 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 obstruct any part of the building used for access to the property or any other part of the building

4.3 not to do anything which might invalidate any insurance policy covering any part of the building or which might increase the premium

4.4 not to hold an auction sale in the property

4.5 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

4.6 not to display any advertisements on the outside of the property or which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

4.7 not to overload the floors or walls of the property

4.8 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

5. The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:

5.1 for these purposes:

- (a) inspecting the condition of the property, or how it is being used
- (b) doing works which the Landlord is permitted to do under clauses 6.11(c) or 13
- (c) complying with any statutory obligations
- (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, cables serving the building or any neighbouring property

5.2 and only on 7 days written notice except in an emergency

5.3 and during normal business hours except in an emergency

5.4 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

CONDITION AND WORK

6. 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 but the Tenant need not alter or improve it except if required in clause 6.10

6.2 to decorate the inside 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 the types of finish used previously

6.5 but the Tenant need only make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant

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 joists immediately above the ceilings and supporting floors

6.7 not to make any structural alterations, external alterations or additions to the property

6.8 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)

6.9 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

6.10 to do the work to the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to:

- (a) give his consent in writing to the work
- (b) contribute a fair proportion of the cost of the work taking into account any value to him of that work

6.11 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
- (c) in default, permit the Landlord to do the work

6.12 any dispute arising under clause 6.10(b) is to be decided by arbitration under clause 17.5

TRANSFER ETC.

7. 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 transferred, sublet or occupied separately from the remainder

7.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives his written consent in advance, and the Landlord is not entitled to withhold that consent unreasonably

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

7.5 If the Landlord requires, a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the Transferee will perform his obligations as Tenant

OTHER MATTERS

8. 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

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 has 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 has been made good;
- (e) During the lease period no Tenant or Sub-tenant has done anything to to the property to increase or decrease its rental value and "anything" includes work done by the Tenant to comply with clause 6.10, but nothing else which the Tenant was obliged to do under 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 17.5

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 any amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the Law Society's interest rate

DAMAGE

10. 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 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 The Tenant cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default.

10.5 any dispute arising under any part of this clause is to be decided by arbitration under clause 17.5

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS**QUIET ENJOYMENT**

11. 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

12. 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, landslide, 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

13. 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 walls, walls, beams and columns of the building
- (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. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do 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

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

15

END OF LEASE

15. 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

PROPERTY RIGHTS

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

FACILITIES

16.2 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

GENERAL

17

PARTIES' RESPONSIBILITY

17.1 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**17.2**

- (a) The obligations in this lease continue to apply to the Landlord until he is released by the Tenant or by a declaration of the court.
- (b) The current owner of the Landlord's interest in the property must comply with the Landlord's obligations in this lease

TENANT**17.3**

- (a) A transfer of this lease releases the Tenant from any future obligations under it. This does not apply in the case of a transfer made without the Landlord's consent or as a result of the Tenant's death or bankruptcy
- (b) After a transfer, the Tenant's successor must comply with the Tenant's obligations in this lease

SERVICE OF NOTICES

17.4 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

ARBITRATION

17.5 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

HEADINGS

17.6 The headings do not form part of this Lease

STAMP DUTY

18. This lease has not been granted to implement an agreement for a lease.

SERVICES

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

- Cleaning of the 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

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named and then only until the Tenant transfers 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 gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

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

There is a Code of Practice concerning commercial leases in England and Wales published under the auspices of the Department of the Environment.

Signed as a deed by/on behalf of the Landlord and delivered in the presence of:

SARWAN MAHMOUD 

Witness

DUKES PIZZA MANAGER

Witness's occupation and address

4 ARUNDE AD FY29HTJ

Signed as a deed by/on behalf of the Tenant and delivered in the presence of:

Witness

Witness's occupation and address

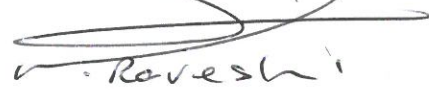
Signed as a deed by/on behalf of the Guarantor and delivered in the presence of:

Witness

Witness's occupation and address

Landlord

MR Mohammed Reza Ramesh
45 Bloomfield Rd B, Pool
07930603050


Mr. Ramesh

Tenant

MR JAAFAR MAHMUD BRADOST
17 PHAROS STREET
FLEETWOOD
0744793 8474

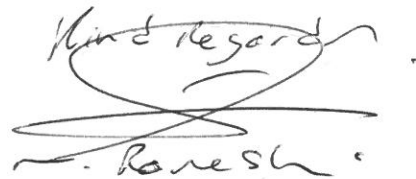


Guarantor

MR M.R. Raveshi
45 Bloomfield Rd
Bijapur Hy 16 J L
Mobile. 07930603050
Date. 25.2.18

To whom it may concern.

This is just to confirm that I
MR M.R. Raveshi who is the Landlord of the property -
Known as "Lilo Charcoal" at 124 Central Drive Bijapur has
Installed the CCTV system. initially the DVR was of a smaller
Hard drive, therefore in June 2015 I replaced it with a -
"Atlantis DVR with 2 TB Hard drive" to keep the Recording
for over 21 days. please don't hesitate to contact me if you
have any queries.

Kind regards

M. Raveshi



H B Litherland & Co
 Britannia House
 281 Bristol Avenue
 Blackpool
 Lancashire
 FY2 0JF
 Accounts Tel: 01253 607830
 VAT No: 153 8365 53

INVOICE

Vat Number	153836553
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INVOICE TO

CASH SALE W

!!!WHITE NOTES ONLY!!!

DELIVER TO

CASH SALE W

!!!WHITE NOTES ONLY!!!

United Kingdom

United Kingdom

Vat No: -

Our Ref	Account	Your Order No.	Delivered	Del Note	Settlement Terms	Rep	Invoice	Inv. Date	Curr.	Page
852096	CA024	10/06/2015	ian	10/06/2015	Credit/Debit Card Cheque/Cash	0003	602002	10/06/2015		1

Product	Description	Qty	Per	Unit Price	Per	Disc.	Value	Vat Code
ATL-16-2TB	ATLANTIS DVR 16 CHANNEL 2 TB HDD	1	Each	185.00	Each		185.00	1
HBDOME100W	1000TVL CMOS IR DOME SONY 1/3 720P WHT	2	Each	27.20	Each		54.40	1
STA-5010-3M-GRE EN	3M HDMI LEAD 1.4V IN GREEN	1	Each	6.00	Each		6.00	1

PAID

C.N.
C.N.

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Vat Code	Rate	Goods Value	Vat Value
1	20.00	245.40	49.08

Payment in full is due by 10/06/2015.

Total Goods	245.40
Total Vat	49.08
Total Due	294.48