



Title information document

This document has been issued following a change to the register. It has been supplied for information only. It should not be sent to Land Registry in connection with any subsequent application.

Attached is an official copy of the register showing the entries subsisting following the recent completion of the application to change the register.

Please note: The attached official copy shows the state of the individual register of title as at the date and time stated on it.

If in future you wish to apply for an official copy of the register or the title plan showing the then position, please apply using form OC1 (available from us, our website and from law stationers). A fee is payable for each copy issued.

If we need to write to, or send a formal notice to, an owner or other party who has an interest noted on the register, we will write to them at the address shown on the register. It is important that this address is correct and up to date. If you have such an address but wish to change it, please let us know as soon as possible, quoting the title number.

If you have any queries, or you require this correspondence in an alternative format, please contact us at the address shown, quoting the title number shown on the top of the official copy.

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Lyon House
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Harrow
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GOVERNMENT OF GREAT BRITAIN



Official copy of register of title

Title number NGL645134 Edition date 12.12.2007

- This official copy shows the entries in the register of title on 12 December 2007 at 14:57:46.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 December 2007.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Harrow Office.

A: Property register

This register describes the land and estate comprised in the title.

CAMDEN

- 1 (27.09.1989) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 1 Crediton Court, 62/64 Crediton Hill, Hampstead, London (NW6 1HR).

NOTE: Only the third floor flat is included in the title.

- 2 (27.09.1989) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 25 August 1989
Term : 125 years from 25 December 1987
Rent : £100 rising to £300
Parties : (1) Pointtown Limited
 (2) Kenneth Kaoru Yamada
- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.
- 4 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.
- 5 The landlord's title is registered.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (12.12.2007) PROPRIETOR: JANAKA GERARD WELIKALA of Flat 1 62-64 Crediton Hill, Hampstead, London NW6 1HR.
- 2 (12.12.2007) The price stated to have been paid on 23 November 2007 was £735,000.
- 3 (12.12.2007) The covenants implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor are modified.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the freehold estate in the land in this title and other land dated 4 May 1901 made between (1) Sir John Stewardson Taylor and (2) James Fryer contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (12.12.2007) REGISTERED CHARGE dated 23 November 2007.
- 3 (12.12.2007) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 4 May 1901 referred to in the Charges Register:-

"And the said James Fryer with intent to bind all persons in whom the land hereby conveyed may be vested but not so as to be personally liable under this covenant in respect of any part of such land after he shall have parted with it doth hereby for himself his heirs executors administrators and assigns covenant with the said St. John Stewardson Taylor his heirs and assigns (the owner or owners for the time being of the land coloured blue on the said plan drawn hereon) that the said James Fryer his heirs executors administrators and assigns will at all times hereafter observe and perform the stipulations and regulations in relation to the land hereby assured which are contained or referred to in the Schedule hereto.

THE SCHEDULE above referred to

1. No house shall be erected on the land conveyed by the above written Indenture the prime cost of which in labour and materials shall be less than One thousand two hundred pounds.
2. The said James Fryer his heirs executors administrators and assigns will for ever hereafter maintain the boundary walls and oak fences separating the land hereby conveyed from the adjoining land coloured blue on the plan in good and substantial repair.
3. The said James Fryer his heirs or assigns will not without the license in writing of the said St. John Stewardson Taylor his heirs or assigns alter the general character of any house for the time being standing thereon.

Schedule of restrictive covenants continued

4. The said James Fryer his heirs executors administrators or assigns will not use or occupy any messuage erected or to be erected on the said land otherwise than as a private residence or for professional purposes or in such manner as will not exhibit any show of business except a plate of a professional man.

5. The said James Fryer his heirs executors administrators and assigns will not except for a distance of one hundred feet from West End Lane at any time erect within fifteen feet of Fawley Road any building or erection except a boundary fence not more than five feet high or porches or bay windows not projecting more than five feet from the main line of building and will not at any time erect any house on any land fronting or near to Fawley Road which shall be of less rental value than Eighty pounds per annum exclusive of stabling or other outbuildings and will not at any time use any building or erection within twelve yards of Fawley Road except such as shall front on West End Lane to the depth of one hundred feet for carrying on any trade or business nor as a school hospital or public institution or charity nor for holding public meetings or for public worship or otherwise than as a private dwelling house or stabling attached thereto provided always that this shall not preclude the reception of lodgers or boarders nor the carrying of a learned or artistic profession without other outward indication thereof than a brass or other plate or inscription covering a space of not more than two feet by one foot.

6. The said James Fryer his heirs executors administrators or assigns will at all times pay and contribute a rateable or due proportion of the expenses of making repairing lighting maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses party structures fences or other conveniences which shall belong to or be used for the said premises conveyed in common with the said land coloured blue on the said plan such proportion in case of difference to be settled by the Surveyor for the time being of the said St. John Stewardson Taylor his heirs executors administrators or assigns whose decision shall be final and to be paid on demand And the said James Fryer his heirs executors administrators or assigns will keep the said St. John Stewardson Taylor his executors administrators and assigns indemnified against all such costs and expenses as aforesaid."

End of register

I, **KENNETH KAORU YAMADA** of Flat 1 Crediton Court, 62-64 Crediton Hill, West Hampstead, London, NW6 1HR **do solemnly and sincerely declare** as follows:

1. I purchased the property known as Flat 1 Crediton Court, 62-64 Crediton Hill aforesaid comprising the third floor flat as the same is shown edged red on the plan annexed hereto marked "KKY1" ("the Plan") and is registered at the Land Registry under Title No. NGL645134 ("the Demised Premises") on 25 August 1989 and I or my tenants have occupied the Demised Premises since that date.
2. As is apparent from inspection the Demised Premises enjoy the benefit of the exclusive use of their own separate access comprising external front steps, leading to the front door, internal hallway and staircase leading from ground level to the Demised Premises situate on the third floor ("the Access")
3. During the period since I acquired the Demised Premises in 1989 I have enjoyed exclusive use of the Access as appurtenant to the Demised Premises with the full knowledge of the freeholder and the other lessees in the building. The Access has been used by me my tenants and my invitees at all times without let or hindrance for ingress to and egress from the Demised Premises
4. The Access has been maintained by me at all times during this period so far as required under the covenant on my part contained in Clause 3(1) of the registered lease.
5. In addition during the same period since 1989 the Demised Premises have benefited from the exclusive use of the whole of the paved roof terrace shown on the annexed photograph marked "KKY2" ("the terrace") (save and except the raised area behind the railings adjoining and belonging to Flat 7 Crediton Court). The use of such terrace (to the extent that each falls outside the Demised Premises) has been with the knowledge and acquiescence of/by agreement with the owner for the time being of Flat 7 Crediton Court.

6. In 1997 or thereabouts and on one other occasion sometime shortly thereafter (to remedy ingress of water into part of Flat 7 located immediately beneath the terrace) certain repairs were carried out which respectively included renewal of each of the area to which solar heated shielding paint was applied and the guttering works and the costs of these works were by agreement borne by the owner of Flat 7 and myself in equal shares.
7. The terrace has been used and enjoyed as such without formal planning permission since 1989 and without objection by any party or body.
8. I state and confirm the above from my personal knowledge of the Demised Premises since 1989.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared by the said)
KENNETH KAORU YAMADA)
 at.....)
)
 this 17th day of Oct 2007)

Before me,

A Solicitor

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me
on this 17 day of Oct, 2007
by KENNETH YAMADA
personally known to me or proved to me on the
basis of satisfactory evidence to be the person(s)
who appeared before me.

Notary Public

