

Title Number : NGL931024

This title is dealt with by Land Registry, Croydon Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 17 APR 2013 at 16:13:25 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: NGL931024
Address of Property	: Land lying to the north west of Lithos Road, London
Price Stated	: £140,000
Registered Owner(s)	: FAIRVIEW NEW HOMES (SOUTH EAST) LIMITED (Co. Regn. No. 03427497) of 50 Lancaster Road, Enfield, Middx EN2 0BY.
Lender(s)	: None

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 17 APR 2013 at 16:13:25. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

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

CAMDEN

- 1 (13.05.1993) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north west of Lithos Road, London.
- 2 (13.05.1993) The mines and minerals and any rights of support therefrom are excepted.
- 3 (13.05.1993) The Conveyance dated 31 March 1993 referred to in the Charges Register contains the following provision:-

"THE carrying on by the Board of their undertaking on their retained land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied in this conveyance by reason of the Board being expressed to convey the property as beneficial owners nor to be in derogation of their grant."
- 4 (19.12.2012) The Transfer dated 19 November 2012 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

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 (19.12.2012) PROPRIETOR: FAIRVIEW NEW HOMES (SOUTH EAST) LIMITED (Co. Regn. No. 03427497) of 50 Lancaster Road, Enfield, Middx EN2 0BY.
- 2 (19.12.2012) The price stated to have been paid on 19 November 2012 was £140,000.

C: Charges Register

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

- 1 (13.05.1993) A Conveyance of the land in this title dated 31 March 1993 made between (1) British Railways Board and (2) The Mayor and Burgesses of The London Borough of Camden contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (13.05.1993) The land is subject to the following rights reserved by the Conveyance dated 31 March 1993 referred to above:-

C: Charges Register continued

"THERE are not included in this Conveyance:

4.1 Any mines or minerals under the Property or any right of support from any mines and minerals whatsoever Provided That the Board shall not win or work any mines or minerals

4.2 any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any retained land of the Board (whether intended to be retained or to be sold by them)

4.3 any right of access over any retained land of the Board

5. THERE are reserved out of the Property for the benefit of the Board's retained land and works

5.1 the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or afterwards to be erected on any part of their retained land in such manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property any access of light and air over the retained land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right

5.2 the right of support from the Property for the retained land and works of the Board

5.3 the right to have maintain repair cleanse use renew alter and remove any existing drains pipes wires cables and works (together 'conduits') on over or under the Property now used for the benefit of the retained land of the Board or installed later as provided below and in particular but without prejudice to the generality of the foregoing any such conduits to or from the staff cabin at the end of the station platform adjacent to the point marked "SP" on the Board retained land PROVIDED THAT the conduits may be diverted to such alternative routes as may be proposed from time to time by the Buyer and approved by the Board (such approval not to be unreasonably withheld) such alternative routes to be no less commodious than the rights hereby reserved and the Board and its successors in title shall have the right to use the existing conduits until such time as the diverted conduits have been laid to the satisfaction of the Board and are capable of being used by the Board and the Buyer for itself and its successors in title hereby covenants with the Board and its successors in title to pay all costs incurred in connection with the provision of the alternative conduits

5.4 the right with or without workmen and equipment or giving 10 working days notice in writing (except in the case of emergency) to enter upon the Property for the purpose of exercising the right reserved by Clause 5.3 above subject to Clause 5.6. below

5.5 the right with or without workmen and equipment on giving 10 working days notice in writing (except in the case of emergency) to enter upon the Property and in particular but without prejudice to the generality of the foregoing over the land shown coloured blue hatched brown on the plan annexed hereto for the purpose of inspecting maintaining repairing renewing altering or removing any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their retained land and in particular but without prejudice to the generality of the foregoing the boundary walls between the points marked F-E and F-G on the plan and the waiting shelter in the position marked "X" on the plan subject to Clause 5.6. below PROVIDED THAT on completion of a Diversion Order by the Buyer the Board shall immediately have a right of way over the route specified in the diversion order in substitution therefor and otherwise on the same terms and conditions as this present reservation

C: Charges Register continued

5.6 the above rights of entry are subject to the Board making good all damage occasioned to the Property to the reasonable satisfaction of the Buyer in their exercise

5.7 the right with or without workmen and equipment on giving 10 working days notice in writing (except in the case of an emergency) to enter on the Property for the purpose of ascertaining performance of the Buyer's obligations under Clause 6 below and (if necessary in the opinion of the Board) carrying out those obligations

5.8. Full right and liberty for the Board and their successors in title the owners and occupiers for the time being of the land shown verged green on the plan and every part thereof

5.8.1 Within a period of eighty years from the date hereof (such period being the perpetuity period applicable hereto) on giving 10 working days in writing (except in the case of emergency) to enter upon the Property with or without workmen and equipment to lay construct place erect and fix any sewers drains watercourses conduits pipes wires cables poles or other works or services (hereinafter called "the apparatus") under over upon or through the Property in such positions as the Buyer in its absolute discretion shall specify and shall not interfere with the development of the Property which may be required by the Board to facilitate any development or user of their adjoining or neighbouring land or for the purpose of carrying out any works that may be necessary for the proper operation of the Board's undertaking and to connect the apparatus to any apparatus now or at any time within the perpetuity period under over upon or through the Property PROVIDED THAT the Buyer will be under no obligation to allow connection into apparatus which would exceed their existing capacity

5.8.2 to use the apparatus and to enter the Property on giving 10 working days notice in writing (except in the case of emergency) for the purpose of cleaning repairing renewing altering removing and inspecting the apparatus serving or hereafter serving the adjoining or neighbouring land of the Board

5.9 the right to drain surface water into and through any culverts watercourses and drainage ditches passing under or through the Property

5.10 to the Board and its successors in title the owners and occupiers for the time being of the land shown verged green on the plan and every part thereof and its or their respective servants agents and workmen full rights and liberty with or without equipment on giving 10 working days notice (except in the case of emergency) to enter upon the Property for the purpose of inspecting the trees on the Property and if the Board shall at its absolute discretion consider it necessary to prevent interference with the proper operation of the railway on the retained land for the purpose of lopping trimming cutting down and removing any trees or the branches or boughs of any trees on the Property the Buyer paying to the Board the reasonable costs fees and expenses incurred by the Board in relation to or incidental to the carrying out of any such works as ascertained by an appropriate officer of the Board whose certificate (apart from demonstrable error) shall be final and binding on the Buyer

5.11 Full right and liberty for the Board and their successors in title the owners and occupiers for the time being of the land shown verged green on the plan and every part thereof to use the light on the Board's station retaining wall between points marked F and G on the plan and to enter upon the Property with or without workmen and equipment on giving 10 working days notice (except in the case of emergency) for the purpose of repairing maintaining renewing relocating altering or removing the light on the Board's station retaining wall between the points marked F and G on the plan and any associated equipment pipes wires and cables which may

C: Charges Register continued

be considered necessary or appropriate by the Board the Buyer paying to the Board the reasonable costs fees and expenses incurred by the Board in any relocation alteration or removal of the said light as ascertained by an appropriate officer of the Board whose certificate (apart from demonstrable error) shall be final and binding on the Buyer."

NOTE: Copy Conveyance and plan filed under NGL706746.

- 3 (13.09.1993) The land is subject to the following rights granted by a Transfer of land and buildings on the north side of Lithos Road dated 1 July 1993 made between (1) West Hampstead Housing Association Limited and others and (2) Odu Dua Housing Association Limited:-

THE Property is transferred with the benefit of the rights easements and privileges set out in the Second Schedule hereto

THE SECOND SCHEDULE

Rights benefiting the Property

1. The right for the Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled to the like right) at all times with or without vehicles and for all purposes to pass and repass over the roadway and footpaths now or hereafter within the Perpetuity Period to be constructed on or over that part of the Retained Land shown edged red on the annexed plan subject to the Purchaser paying a fair and proper proportion of the cost of cleansing repairing renewing or maintaining the same
2. The right for the Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled to the like right) to the use of all paths entrances halls staircases and landings giving access to the Property now or hereafter within the Perpetuity Period to be constructed on or over the Estate subject to the Purchaser paying a fair and proper proportion of the cost of cleansing repairing renewing or maintaining the same.
3. The right for the Purchaser and all persons authorised by the Purchaser (in common with all other persons entitled to the like right) at all times to the use and enjoyment of the land coloured blue on the annexed plan subject to the Purchaser paying a fair and proper proportion of the cost of cleansing repairing renewing or maintaining the same
4. The free and uninterrupted passage and running of water soil gas electricity and other services from and to the Property in and through and the right to connect up to the sewers drains pipes wires channels water courses and other conducting media ("the conducting media") placed or made or to be placed or made during the perpetuity period in under over or upon the Estate subject to the Purchaser paying a fair and proper proportion of the cost of cleansing repairing renewing or maintaining the same.
5. The right at any time after giving reasonable prior written notice except in the case of emergency to enter the Estate or any part thereof with or without appliances or equipment to repair rebuild alter cleanse or inspect the property or any part thereof or the conducting media PROVIDED THAT the Purchaser shall only exercise this right if it is not reasonably practicable to carry out such works from the Property and in any event the person exercising such right shall cause as little damage or disruption to the owners or occupiers of the Estate as possible and shall forthwith make good all damage caused
6. The right of support shelter and protection from the Retained Land or any buildings now or hereafter to be erected thereon
7. The right to the benefit of the covenants entered into or to be entered into by the owners of the properties on the Retained

C: Charges Register continued

Land with the Vendor for the observance and performance of the covenants in the form set out in the respective transfers

8. The right to build rebuild or execute any other works on the Property notwithstanding any interference with light or air to or in respect of the Retained Land but not so as to substantially affect the enjoyment of the Retained Land for residential purposes.

NOTE: Copy Transfer plan filed under NGL706746.

- 4 (13.09.1993) The land is subject to the rights granted by a Transfer of land and buildings on the north side of Lithos Road dated 1 July 1993 made between (1) West Hampstead Housing Association Limited and others and (2) West Hampstead Housing Association Limited which are identical to the rights contained in the Transfer dated 1 July 1993 referred to above.

NOTE: Copy transfer plan filed under NGL710162.

- 5 (19.12.2012) A Transfer dated 19 November 2012 made between (1) Genesis Housing Association Limited, One Housing Group Limited and Odu-Dua Housing Association Limited and (2) Fairview New Homes (South East) Limited contains restrictive covenants.

NOTE: Copy filed.

- 6 (18.06.2004) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 31 March 1993 referred to in the Charges Register:-

"THE Buyer:

Covenants with the Board for the benefit and protection of such part of the retained land of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be the Buyer and the Buyer's successors in title owners for the time being of the Property or any part of it in whosoever hands it may come

that there shall not at any time on any part of the Property be carried out any works including (but not limited to) the alteration of ground levels the making of excavations the laying or construction of drainage or the erection of or addition to any buildings or structures without

there having previously been submitted detailed plans and sections of the works in triplicate to the Board

the Board's approval having been obtained and

compliance with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose

That (without prejudice to the provisions above) there shall not be carried out any works on the Property including (but not limited to) the matters mentioned above which

cannot be carried out and completed or subsequently inspected or maintained exclusively from the Property (and no entry shall be made onto the Board's retained land for any such purpose) or

which may interfere with or affect adversely the safety or stability of the Board's adjoining land and railway (including any structures cutting slopes or embankments)

Schedule of restrictive covenants continued

which may affect adversely the carrying out by the Board of their undertaking on their retained land

Not to discharge drainage from the Property onto the Board's retained land but to direct all new drainage away from the Board's retained land

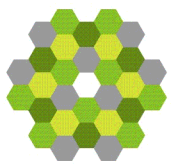
That no soakaways shall be constructed on the Property

Not to interfere with any works or services serving the Board's adjoining or neighbouring land (whether belonging to the Board or to the local authority a statutory undertaker or some other person) and in the event of any such works or services being discovered on the Property to notify the Board of their existence and at the Buyer's own risk and expense and with the consent of and to the satisfaction of the Board and any other interested person and in such manner as not to render the Board in any way liable the Buyer shall undertake such works alterations or diversion as the Board shall consider reasonably necessary for their protection."

Schedule of notices of leases

1		Land lying to the north of	03.08.1995
	NGL832568	Lithos Road	21 years from 29.9.1993

End of register



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