

Michael Parry
1st
Appellant
13 February 2019
Exhibit "MP1"

TOWN AND COUNTRY PLANNING ACT 1990, SECTION 78
TOWN AND COUNTRY PLANNING ACT (CONTROL OF ADVERTISEMENTS) (ENGLAND)
REGULATIONS 2007, SCHEDULE 4
PLANNING INSPECTORATE REFERENCE APP/X5210/H/18/3194410
APPEAL BY MOE WURR, GOLDSCHMIDT & HOWLAND LIMITED
LONDON BOROUGH OF CAMDEN
COUNCIL REF.: 2017/5628/A
LAND AT DELANCEY STREET CAR PARK, LONDON, NW1

EXHIBIT "MP1"

This is the Exhibit marked "MP1" referred to in the Affidavit of Michael Parry
Sworn the 13th day of February 2019

BEFORE ME

A Solicitor

Molly Perez-Sphar
Solicitor
Comptons Solicitors LLP
90-92 Parkway
Regents Park
London NW1 7AN



Official copy of register of title

Title number NGL847091

Edition date 24.02.2010

This official copy shows the entries on the register of title on 01 FEB 2019 at 13:46:46.

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 01 Feb 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

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

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

CAMDEN

- 1 (14.04.2005) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Car Parking Area, Delancey Street, London.
- 2 (14.04.2005) The mines and minerals and other matters excluded by the lease are excluded from this registration.
- 3 (14.04.2005) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 12 July 2002
Term : 250 years from 8 July 2002
Parties : (1) Railtrack PLC (in Railway Administration)
(2) Grindon Limited
- 4 (14.04.2005) 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.
- 5 (14.04.2005) The landlord's title is registered.
- 6 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.

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 (09.11.2005) PROPRIETOR: TOWER CERAMICS LIMITED (Co. Regn. No.

Title number NGL847091

B: Proprietorship Register continued

1139655) of 91 Parkway, London NW1 7PP.

- 2 (09.11.2005) The price stated to have been paid on 14 October 2005 was £345,000.

C: Charges Register

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

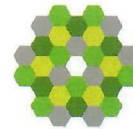
- 1 (24.02.2010) A Conveyance of the freehold estate dated 23 May 1908 made between (1) The King's Most Excellent Majesty (2) George Granville Leveson-Gower and (3) The London And North Western Railway Company contains restrictive covenants.

-NOTE: Copy filed under NGL878414.

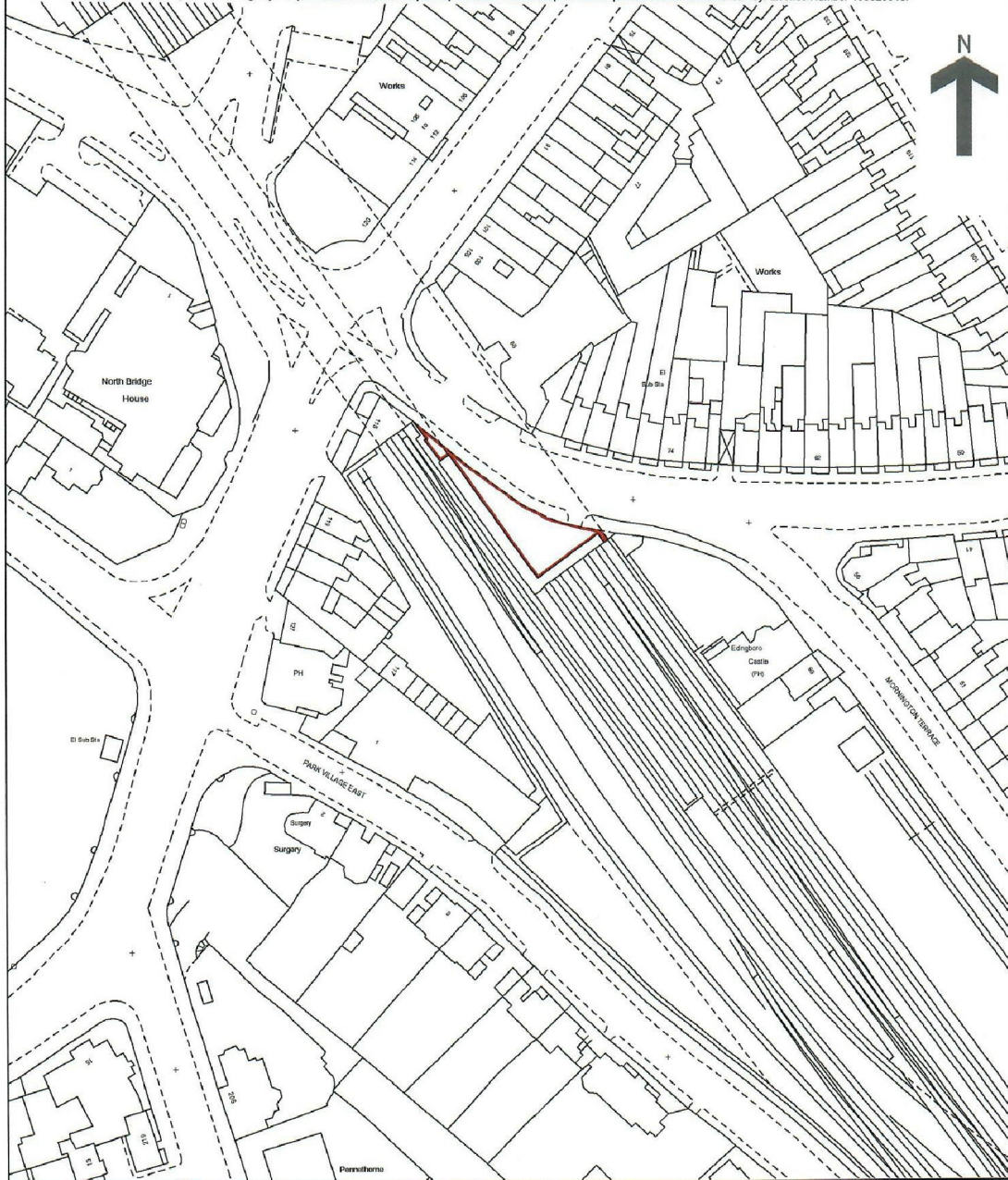
End of register

HM Land Registry
Official copy of
title plan

Title number **NGL847091**
Ordnance Survey map reference **TQ2883NE**
Scale **1:1250**
Administrative area **Camden**



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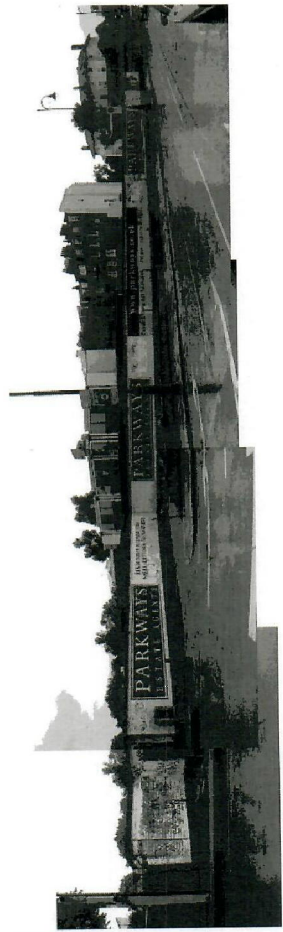


Lot 17 - Car Park, Delancey Street, Regents Park, NW1





OS SITE PLAN 1:1250



MORTAGE VIEW FROM DELANCY STREET

drawing title:		SITE PLAN & PHOTOS	
client:		BENHAM & REEVES	
project:		SITE AT DELANCY STREET, NW1	
date:		JUNE 2007	
scale:		1:100 @ A3	
drawing number:		0704_L_001	
revision:			

square feet architects		A : 31, Elbow Road, London NW3 2DE T : 020 7506 1848 F : 020 7506 1849 E : info@squarefeet.co.uk W : www.squarefeet.co.uk	
C.D.M. Regulations 1994: The drawings have been produced for the purpose of applying for Planning and Building Regulations approval and are not to be used for any other purpose without the written consent of Square Feet Architects. The client must ensure that the drawings are used in accordance with the Building Regulations (Design and Management) Regulations 2005 and that the drawings are not used for any other purpose without the written consent of Square Feet Architects.		Party Wall Act 1996: If the project progresses onto site without the involvement of Square Feet Architects the Client must ensure that the drawings are used in accordance with the Building Regulations (Design and Management) Regulations 2005 and that the drawings are not used for any other purpose without the written consent of Square Feet Architects.	

LANDLORD AND TENANT ACT 1954

Statutory Declaration by Tenant that Sections 24 to 28 of the Landlord and Tenant Act 1954 are Not to Apply to a Business Tenancy

(1) Insert full
name of
declarant.

I (1) Paul Brooke

(2) Insert
address.

of (2)

do solemnly and sincerely declare that:-

(3) Delete
whichever
does not
apply.

1. (3) ~~I~~(4) [Olivers Residential Limited

] propose(s) to enter into a

tenancy of premises at (5)

(4) Insert name
of tenant if this
declaration is
made on behalf
of the tenant.
(5) Insert
address of
premises.

Advertising Space at Car Park area in Delancey Street, London, NW1 8NP

for a term commencing on

(6) Insert name
of landlord.

2. (3) ~~I~~[The tenant] propose(s) to enter into an agreement with (6)

Tower Ceramics Limited

that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of
tenure) shall be excluded in relation to the tenancy.

3. The Landlord has served on (3) ~~me~~[the tenant] a notice in the form, or substantially in the
form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and
Wales) Order 2003 (Oyez Form L&T 35). The form of notice set out in that Schedule is
reproduced overleaf.

4. (3) ~~I have~~[The tenant has] read the notice referred to in paragraph 3 above and accept(s)
the consequences of entering into the agreement referred to in paragraph 2 above.

(7) Delete if this
declaration is
made by the
tenant.

5. (7) [I am duly authorised by the tenant to make this declaration].

To: Olivers Residential Limited
189 Kentish Town Road, London, NW5 2JU

[Name and address of Tenant]

From: Tower Ceramics Limited
89-95 Parkway, London, NW1 7PP

[Name and address of Landlord]

IMPORTANT NOTICE FOR TENANT

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure - the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice - from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

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

DECLARED at

this

Before me (8)

MR. S. SANDHU

Solicitor
Authorised to Administer
Oaths

[A commissioner for oaths][A solicitor empowered to administer oaths] or (9)

(8) Signature of person before whom declaration is made.

(9) Insert as appropriate.

