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TITLE NUMBER : AGL89586

A REGISTER

GREATER LONDON

LONDON BOROUGH

EALING

- 1 (26 May 1921) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being part of the Elms Estate, Acton.
- 2 The land has the benefit of rights of way over the roads tinted brown on the filed plan.

END OF A REGISTER

TITLE NUMBER : AGL89586

B REGISTER - ABSOLUTE FREEHOLD

- 1 (13 September 2001) PROPRIETOR: %CHRISTOPHER NORMAN WRIGHT% of *care of*
The Chrysalis Building, Bramley Road, London W10 6SP.
- 2 (23 March 1999) Except under an order of the registrar no disposition by
the proprietor of the land is to be registered unless a certificate by a
solicitor is supplied certifying that a Deed of Covenant in the form
required by clause 9.5 of an Agreement dated 10 February 1999 made
between (1) BG PLC and (2) Loftus Road PLC has been supplied.

END OF B REGISTER

- 1 A Conveyance dated 11 May 1921 made between (1) Charles James Round (2) The Honourable Charles Hedley Strutt, Russell Guy Freeland and Herman Walter De Zoete and (3) The Gas Light and Coke Company contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 2 The part tinted blue on the filed plan is subject to rights of way in favour of the owner and occupiers of 22 Buxton Gardens.
- 3 The land is subject to the following rights granted by a Transfer of 37 Buxton Gardens dated 12 October 1984 made between (1) British Gas Corporation and (2) Notting Hill Housing Trust:-

"TOGETHER WITH FULL RIGHT AND LIBERTY for the Transferees and their successors in title owners occupiers for the time being of the property in common with the Transferors and all persons having the like right at all times and for all purposes with or without vehicles or otherwise to pass and repass over and along the adjoining Acton Sports Ground for the purpose of inspection and maintenance of the Western flank wall and windows therein including barriers thereon causing no necessary damage to the adjoining Acton sports Ground in the exercise of this right and making good as soon as practicable any damage actually occasioned ALSO TOGETHER with full right and liberty for the Purchasers and their successors in title the occupiers for the time being of the property of the gutters and downpipes to encroach on the Transferors land adjoining Acton Sports Ground and shall maintain the same and make good any damage caused by the exercise of such right to the satisfaction of the Transferors's Regional Surveyor".
- 4 By a Deed of Licence and Variation dated 12 November 1985 made between (1) John Hallam Mercer Norris and Simon Miles Dezoete (2) British Gas Corporation and (3) Bellway (Builders) Limited affecting the land tinted pink on the filed plan the covenants referred to in the Conveyance dated 11 May 1921 referred to above were expressed to be varied. Details of the Variation are set out in the Schedule annexed.
- 5 (13 September 2001) REGISTERED CHARGE dated 6 August 2001 to secure the moneys including the further advances therein mentioned.
- 6 (13 September 2001) Proprietor: #SORBON HOMES LIMITED# (Co. Regn. No. 3646926) and #SORBON INVESTMENTS LIMITED# (Co. Regn. No. 3646924) of Sorbon Aylesbury End, Beaconsfield, Bucks HP9 1LW.

- 1 The following are details of the covenants contained in the Conveyance dated 11 May 1921 referred to in the Charges Register.

"The Purchasers for themselves and their assigns hereby covenant with the Vendor (and so that this covenant shall so far as practicable be enforceable by the Vendor and his successors in title and his and their assigns lessees and tenants owners or occupiers for the time being of the rest of the said Elms Estate or any part thereof) that the Purchasers and the persons deriving title under them will henceforth and at all times hereafter observe and perform the restrictions contained in the Second Schedule hereto

THE SECOND SCHEDULE above referred to

Particulars of Covenants entered into by the Purchasers

1. The Property shall be used only for the following purposes and either solely for one of such purposes or partly for one and partly for the other of such purposes (that is to say)
 - (i) As a Building Estate for the erection of detached or semi-detached houses for residential purposes only provided that no house shall be erected of such a class cost or elevation which shall in any way tend to the depreciation of the value of any residences now in existence on the said Elm Estate Acton in the County of Middlesex whether such existing houses have been erected by the Vendor or by his Lessees or Tenants
 - (ii) As a ground for Sports games and athletics the expression "Sports games and Athletics" being deemed to include:-
 - (a) The Playing of any and every description of Game or Games.
 - (b) The performance of Athletics and the holding of Athletic Meetings
 - (c) The admission of and accommodation for Spectators
 - (d) The erection (subject to the rights of adjoining owners) and maintenance of buildings whether of a permanent or temporary nature which may be necessary for or required in connection with the use of the ground for any of the purposes defined above but in the case the expression "buildings" shall only include pavilions marquees stands and buildings in connection therewith.
 - (e) The holding of social gatherings and fetes of all kinds provided that the same do not constitute a nuisance to the neighbourhood
 - (f) The erection (subject as above) and maintenance of pavilions stands Club Houses and incidental Buildings in connection with any of the purposes aforesaid.
2. In the event of the development of the property or any part thereof as a building estate the following conditions shall apply to the said property of such part thereof:-
 - (a) Save as hereinbefore expressly provided no temporary buildings erections or dwellings of any kind are to be erected on the property (except temporary sheds or workshops for plant or materials intended for use in the erection of buildings to be placed or used thereon) nor are any booths caravans shows swings or roundabouts stalls huts houses on wheels or other thing adapted or intended for use as a dwelling or sleeping apartment to be placed used or allowed to remain on the property and the Vendor his successors in title or assigns may remove or dipose of any such erection (except as aforesaid) and for that purpose may break fences or enter upon any land upon which a breach of this stipulation may occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof of any damage thereto. No hoarding shall be erected on the property for advertisement not relating to the sale or letting of the property or some part thereof.
 - (b) No building on the property shall be erected for or used as flats or as a public house or beer house shop warehouse or factory or as a School or Asylum for lunatics Hospital Orphanage or other Institution nor shall any trade business or Manufacture be carried on nor any operative machinery be fixed or placed upon the property but the property shall (save as hereby expressly provided) be used for the erection of private dwellinghouses only with the usual outbuildings and with or without stables or garages for the Motor Cars.
 - (c) No brickmaking or burning of clay or ballast shall be allowed on the property nor shall the same nor any building erected thereon be used for any purpose that may be or grow into or be built so as to constitute a

nuisance damage or annoyance to the Vendor his successors in title or assigns or to the owners or tenants of any adjoining property in the neighbourhood or which may tend to depreciate or lessen the value of the rest of the said estate or any part thereof.

(d) No gravel sand chalk turf earth or soil shall be dug out or removed from the property within a distance of thirty feet from the Vendor's adjoining property beyond that which it is necessary to remove for the purpose of excavating for the foundations basements or approached or for use in the buildings on the property.

(e) The Purchasers shall not be entitled to any right of light or air which would restrict or interfere with the free use of any other part of the said Elms Estate for the time being subject to the limitations of the said Compound Settlement for building or other purposes nor shall the purchasers be entitled to interfere with any such rights which may already have been granted for the benefit of any property adjoining the premises hereby conveyed."

2 The following are details of the variation contained in the Deed dated 12 November 1985 referred to in the Charges Register.

"THIS DEED WITNESSETH as follows:-

1. THE Grantors as trustees insofar as they are entitled to the benefit of the said restrictive covenant hereby consent and release the Grantee and its successors in title therefrom to the extent necessary to permit the erection of a four-storey building comprising thirty residential flats with parking provision such works to be carried out in accordance with the plans previously approved by the Local Authority and with the planning permission obtained therefor

2. THE Grantee for itself and its successors in title hereby covenants with the Grantors and their successors in title to the Round Family Estates in Acton and Ealing as follows:-

(1) to pay the Surveyors fees and the Solicitors costs (together with VAT and disbursements) of the Grantors in relation to the preparation engrossment and completion of this Deed and a duplicate thereof together with the stamp duties on both parts

(2) to obtain the registration of a note of this Deed against the Land Certificate of the Grantee

(3) THE Company for itself and its successors in title hereby covenants with the Grantors and their successors in title to the Round Family Estates in Acton and Ealing that in carrying out the development of the said land as aforesaid not to use exercise or carry on or suffer to be used exercised or carried on in or upon the said land or any part thereof any act or thing which may be or become a nuisance or annoyance to the Grantors or their successors in title of his or their tenants or the owners or occupiers of the premises in the neighbourhood Provided that the carrying out of the said development using all proper working practices efficiently and as quickly as possible shall not be deemed to be breach of this covenant

4. IT IS HEREBY AGREED AND DECLARED as follows:-

(1) that the recited restrictive covenant in the Conveyance shall henceforth be varied so as to allow the intended development and user hereby authorised but that there shall be no other variation thereof

(2) That the recited restrictive covenants as varied as aforesaid shall continue to apply to the property."

END OF REGISTER