

Report on title – Aylesbury Street, NW10 0LU

1. INTERPRETATION

The following terms are used in this report:

Benefits: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property.

Incumbrances: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject.

Property: The property described in *Paragraph 4.* of this report.

Owner: TRANSPORT FOR LONDON of Windsor House, 42-50 Victoria Street, London SW1H 0TL.

2. SCOPE OF THE REVIEW AND LIMITATION OF LIABILITY

2.1

This report has been prepared for the sole benefit of you, Transport for London, in connection with your proposed development and/or disposal of the Property from the Seller and for no other purpose.

2.2

This report is addressed to the Owner for its exclusive use. It must not be relied on by or made available to any other party without our written consent.

2.3

The report is based on our review of the title documents, search results, and replies to pre-contract enquiries you have provided.

2.4

We have not inspected the Property and are unable to advise on the physical condition of the Property.

2.5

We have made no enquiries of the actual occupiers of the Property and have not taken any steps to verify independently the information supplied by you in replies to enquiries.

2.6

We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Property. We recommend that you have the Property professionally valued. You should ensure that the valuer is aware of the matters mentioned in this report, as they may affect the value.

2.7

We have not investigated title to any land adjoining the Property.

3. EXECUTIVE SUMMARY

This is a summary of the major issues that we think should be brought to your attention:

3.1

A transfer dated 11 May 1928 between (1) Frank Cattran (the **Vendor**) and (2) Frederick Hawkins (the

Purchaser) contains a covenant that the Purchaser will maintain in perpetuity the fences on the south-west and south-east of the Property as further referred to at paragraph 6.3.

3.2

A transfer dated 21 March 1927 between (1) The Metropolitan Railway Country Estates Limited (the **Vendors**) and (2) Frank Cattran (the **Purchaser**) (the **1927 Transfer**) contains restrictive covenants as further referred to at paragraph 6.3. A copy of the 1927 Transfer is not available from the Land Registry. It is likely that a mortgage lender would require defective title indemnity insurance to be put in place in respect of this risk.

3.3

The Property is subject to rights reserved by a transfer dated 19 October 1928 referred to at paragraph 6.4.

3.4

The 1928 Transfer referred to at paragraph 6.4 contains restrictive covenants.

3.5

The Property is subject to rights reserved by a transfer dated 9 November 1928 as referred to at paragraph 6.6.

3.6

The Property is subject to the rights reserved by the transfer dated 17 December 1928 as referred to at paragraph 6.6.

4. THE PROPERTY

4.1

The Property is the freehold land and buildings known as:

- (a) Land on the South-West side of Neasden Lane, North and a right of way along the side of 2 Aylesbury Street, leading to Aylesbury Street, London;
- (b) Land on the South-West side of Neasden Lane North, London; and
- (c) 1 West Way, London;
- (d) 3 West Way, London; and
- (e) 5 West Way, London.

4.2

A plan showing the Property edged in red is attached as *Annex A*.

4.3

The Property is registered at the Land Registry under freehold title numbers:

- (a) MX319110;
- (b) MX334076;
- (c) MX67750;
- (d) NGL182171;
- (e) P35177;

(f) P40686; and

(g) P41025.

The class of title for all of the above freehold title numbers is absolute freehold title. Absolute title is the best class of title available.

4.4

The registered owner of the Property is the Owner.

5. MATTERS BENEFITING THE PROPERTY

5.1

MX319110

The part of the Property registered under title number MX319110 benefits from the rights in a conveyance dated 23 January 1956 between (1) The British Transport Commission (the **Commission**) and (2) Dennis Price Limited (the **Purchaser**) (the **Conveyance**) contains the following provision:

"there are not included in the Conveyance any easements or right of light, air or support or other easement or right which would restrict or interfere with the free use by the Commission or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Commission (whether intend to be retained or to be sold by them)"

The Conveyance reserves the following rights to the Commission:

- a) the right at any time to erect any buildings or other erections and to alter any building or other erection on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected on the Property and any access of light and air over the adjoining land of the Commission is deemed to be enjoyed by the licence or consent of the Commission and not as of right;
- b) the right of support from the Property for the adjoining property of the Commission;
- c) the free right of passage and running of water and soil from any part of the adjoining land of the Commission through any sewers, drains and watercourses which are now or may be constructed under the Property.

The part of the Property registered under title number MX319110 has the benefit of the following rights reserved by a transfer of the land edged and numbered MX334076 in green on the plan at *Annex B* dated 2 November 1956 between (1) Dennis Price and (2) Eleanor Zemla (the **1956 Transfer**):

- a) a right of way on foot over so much of the side passageway as falls within the transferred land. we are unable to identify the passageway. We are not able to confirm the exact location of the side passageway;
- b) a right of way over a strip of land 18 feet in depth from the rear boundary of the land transferred and to the full width thereof with or without private motor cars; and
- c) a right of support.

5.2

MX334076

The part of the Property registered under title number MX334076 also benefits from the Conveyance and 1956 Transfer as set out at paragraph 5.1 above.

5.3

MX67750

The part of the Property registered with title number MX67750 has the benefit of rights contained in a transfer of the land coloured red on the plan at **Annex D** dated 22 February 1928 between (1) The Metropolitan Railway Country Estates Limited (the **Vendor**) and (2) Charles Mason (the **1928 Transfer**) reserved to the Vendor and their successors in title the full and free right and liberty to build upon, develop, convey and demise all or any part of their remaining property in such manner and upon and subject to such terms, provisions and stipulations as they may think fit.

6. MATTERS BURDENING THE PROPERTY

6.1

MX319110

The land tinted blue on the plan at *Annex B* is subject to rights of way on foot only. The beneficiary is not specified. We would recommend that indemnity insurance is obtained to cover the risk of this right being enforced by the unidentifiable beneficiary.

6.2

MX334076

1. The side passageway hatched blue on the plan at *Annex C* is subject to rights of way on foot only
2. The land tinted blue on the plan at *Annex C* is subject to rights of way
3. The land is subject to rights of support.

It is possible that the beneficiary of these rights is the proprietor of MX319110 (which forms part of the Property) as the transfer dated 2 November 1956 (referred to above at paragraph 5.1) grants similar rights. However it is not clear as the register for MX334076 does not specify the beneficiary of these rights. We would recommend that indemnity insurance is obtained to cover the risk of this right being enforced by the unidentifiable beneficiary.

6.3

P35177

The part of the Property registered with title number P35177 is subject to a transfer dated 21 March 1927 between (1) The Metropolitan Railway Country Estates Limited (the **Vendors**) and (2) Frank Cattran (the **Purchaser**) (the **1927 Transfer**) that contains restrictive covenants. A copy of the 1927 Transfer is not available from the Land Registry.

The 1927 Transfer reserves the right to free and uninterrupted passage and running of water and soil coming or to come from any adjoining or neighbouring property belonging to or vested in the Vendor or his successors in title in and through the channels, drains, sewers and watercourses which are now or may be made in or under the Property.

The part of the Property registered with title number P35177 is subject to a transfer dated 11 May 1928 between (1) Frank Cattran (the **Vendor**) and (2) Frederick Hawkins (the **Purchaser**) that contains a covenants that the Purchaser will maintain in perpetuity the fences on the south-west and south-east of the Property.

6.4

P40686

The part of the Property registered with title number P40686 is subject to the 1928 Transfer referred to at 5.3 above which contains the following restrictive covenants:

- a) no house or building is to be erected on the Property of less than the value of £700. Such value is exclusive of stabling and other outbuildings and is to be the net cost in materials and labour at the lowest current prices. No more than twelve houses to the acre are to be built on the plot of land and no flats, factories or any building (other than a private dwelling-house or coach-house, stables, garage and outbuildings) shall be erected on the plot of land;
- b) no portion of the plot of land is to be used (except with the previous consent in writing of the Vendors) as a road or way and no bricks or tiles are to be made or burnt on the plot of land nor shall any earth, chalk, flints, clay, gravel or sand be dug or removed from the land except as may be necessary in excavating for foundations for buildings;
- c) no building erected on the plot of land without the written consent of the Vendors is to be used for any other purpose than a private dwelling house or a coach-house, stables, garage or outbuilding and no trade, business or profession (other than a doctor, surgeon, physician or solicitor) shall without such previous consent be exercised or carried on upon the plot of land nor shall any operative machinery be fixed or placed on the plot of land. no advertisement sign or placard is to be placed on the plot of land other than that which may be usual for carrying on any of the businesses or professions mentioned above or a board of the usual size and description announcing that the premises are to be let or sold and the Purchaser and his successors in title shall keep every part of the premises not built upon as a private ornamental or kitchen garden or pleasure ground;
- d) no temporary buildings of any kind are to be erected on the plot of land other than sheds and workshops to be used only for works incidental to the erection of permanent buildings and no hoarding for advertisements is to be erected on the plot of land;
- e) the Purchaser shall erect and for ever maintain on the side or sides of the plot of land marked "T" on the plan at *Annex D* within the boundary, a good and sufficient fence or good and sufficient fences;
- f) all buildings or erections of every kind erected on the plot of land must be built in a good substantial and workmanlike manner of the best materials, and the Purchasers before commencing any building shall submit to the Vendors and obtain their approval of detailed plans and drawings of the building;
- g) the Purchasers must comply with all rules and regulations of any Local Authority;
- h) the road or roads on which the plot of land abuts and marked on the plan at *Annex D* has or have not yet been taken to by the Local Authority and the Purchaser shall be liable for all moneys which may be levied by the Local Authority in respect of the plot of land;
- i) the Purchaser shall not become entitled to any right of light or air which would restrict or interfere with the free use of any adjoining or neighbouring land or premises for building or other purposes;
- j) the Vendors reserve the right to sell, dispose of or otherwise deal with any land remaining unsold either subject or not subject to the above stipulations contained or any of them.

The "T" mark referred to in clause e) above affects the north-western and south-west boundary of the land in this title.

To the extent that these restrictions may have an impact on the proposed use of the Property, we would recommend that restrictive covenant indemnity insurance is put in place.

The part of the Property registered with title number P40686 is subject to the following rights reserved by a

transfer dated 19 October 1928 between (1) Charles Mason and (2) Alfred Charles Boreham:

- a) rights of way and drainage over or through all passages, drains, pipes and gutters (if any) which are used in common by the owners and occupiers of the property shown edged red on the plan at *Annex I* and of any other adjoining or neighbouring property;
- b) the right to build on and develop as a Building Estate any adjoining, contiguous or neighbouring land now or at any time belonging to Charles Mason whether or not the light and air enjoyed by the property shown edged red on the plan at *Annex I* shall be diminished or prejudicially affected.

We are unable to confirm the location of the benefitting land. We would recommend that title indemnity insurance is obtained to cover the risk of these covenants being enforced by the unknown beneficiary.

6.5

P41025

The Property under registered title number P41025 is also subject to the covenants under the 1928 Transfer as set out at 6.4 above.

The Property is subject to the following rights reserved by a transfer dated 9 November 1928 between (1) Charles Mason and (2) David George Brain and Jessie Brain

- a) rights of way and drainage over or through all passages, drains, pipes and gutters (if any) which are used in common by the owners and occupiers of the property shown edged red on the plan at *Annex E* and of any other adjoining or neighbouring property;
- b) the right to build on and develop as a Building Estate any adjoining contiguous or neighbouring land now or at any time belonging to Charles Mason whether or not the light and air now enjoyed by the property shown edged red on the plan at *Annex E* shall be diminished or prejudicially affected.

We are unable to confirm the location of the benefitting land. We would recommend that title indemnity insurance is obtained to cover the risk of these covenants being enforced by the unknown beneficiary.

6.6

MX67750

The part of the Property registered with title number MX67750 is subject to the following right reserved by a transfer dated 17 December 1928 between (1) Charles Mason and (2) Charles Amon Mason:

The right to build on and develop as a Building Estate any adjoining contiguous or neighbouring land now or at any time belonging to Charles Mason, whether or not the light and air now enjoyed by the transferred property is diminished or prejudicially affected.

We are unable to confirm the location of the benefitting land. We would recommend that title indemnity insurance is obtained to cover the risk of these covenants being enforced by the unknown beneficiary.

7. SEARCH RESULTS

7.1

Index map search

An index map search confirms whether a property is registered at the Land Registry (and, if so, the title number(s) under which it is registered). If a property is not registered, an index map search will show whether a property is subject to any pending applications for registration or any cautions against first registration.

The result of our index map search confirmed that part of the Property is registered under the title numbers stated in *Paragraph 4.3* of this report.

7.2

Local land charges search

A search of the local land charges register shows matters such as compulsory purchase orders, tree preservation orders, planning enforcement notices and financial charges registered against a property. You should note that the search result provides a snapshot of the register on the date of the search. Local land charges registered after the date of the search will still bind a property.

The local land charges search was provided by the London Borough of Brent on 1 June 2017. The result of the search revealed the following entries:

- a) The Property is located in the Neasden Village Conservation Area;
- b) The Property is subject to an Article 4 Direction which removes permitted development rights. Planning permission would need to be obtained for certain works;
- c) The Property is located in an area subject to a Smoke Control Order.

7.3

Local authority search (including any optional and additional enquiries)

A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes, environmental and pollution notices and whether any part of the property is registered as common land or as a town or village green. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties.

The local authority search was provided by the London Borough of Brent on 1 June 2017. The result of the search did not show any entries that adversely affect the Property and revealed the following information:

- a) The Government is consulting on proposals for a high speed rail link between London and Birmingham. No further information is provided;
- b) The Property is in an area subject to the Brent CIL Charging Schedule.

The search confirms that the highways to the "front and flank" of the Property are highways maintainable at public expense.

No part of the Property is registered as common land or as a town or village green. Even if land is not registered as common land or a town or village green at the date of the search, it is possible for common land or new town or village greens to be registered in some circumstances.

7.4

Drainage and water enquiries

The replies to drainage and water enquiries show whether a property is connected to the mains water supply and mains drainage. The replies may also show the location of public sewers within the boundary of a property and other such matters that may restrict development.

Replies to the drainage and water enquiries were provided by Thames Water on 16 May 2017. The replies did not show any entries that adversely affect the Property and revealed the following information:

Foul and surface water from the Property are not stated to drain to a public sewer and the Property is believed to be a plot of land.

The Property is believed to be a plot of land and not connected to the mains water supply.

The search reveals a sewer cutting across the Property as shown by the broken red line on the plan at *Annex F*

The search also reveals a main running along the boundary of the Property as shown by the blue line on the plan at *Annex G*.

7.5

Chancel repair search

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability, as this may limit the availability of indemnity insurance.

The chancel repair search was provided by Chancel Check on 15 May 2017. The result of the search showed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.

Indemnity insurance for chancel repair liability can be obtained from First Title for approximately £230. This policy will cover you and your successors in title up to an indemnity limit of £1 million in perpetuity.

7.6

Utility Search Gas

The gas search was provided by National Grid Gas on 17 May 2017. The search reveals that National Grid Gas Distribution Ltd infrastructure is affected and the Property may be subject to the provisions of an easement or wayleave agreement, which may prevent the erection of permanent/temporary buildings or structures. LP mains are revealed in the Property as shown by the red lines on the plan at *Annex H*.

7.7

Utility Search BT Infrastructure

The BT Infrastructure search was provided by BT on 16 May 2017. Nothing was disclosed within the Property.

7.8

Utility Search NG Electric

The gas search was provided by National Grid Gas on 17 May 2017. Nothing was disclosed within the Property.

7.9

Highways Search

The highways search dated 5 June 2017 confirms that the Property directly abuts highway maintainable at public expense as shown on the plan at Annex J.

8. REPLIES TO PRE-CONTRACT ENQUIRIES

You should note the following information provided by the Seller in their replies to our pre-contract enquiries:

8.1

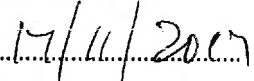
CPSE 29.1 states that the Seller has not exercised a VAT option to tax over the Property.

9. CONCLUSION

Subject to the matters referred to in this report we are of the opinion that the Property has a good and marketable title.

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Signed: DENTONS UKMEA LLP

Dated.....

**SCHEDULE 1
TERMS OF THE LEASE**

Not applicable.

**SCHEDULE 2
OUTSTANDING MATTERS**

None.

ANNEXURES:

ANNEX A: PLAN OF THE PROPERTY

ANNEX B: TITLE PLAN MX319110

ANNEX C: TITLE PLAN MX334076

ANNEX D: PLAN TO TRANSFER DATED 22 FEBRUARY 1928

ANNEX E: PLAN TO TRANSFER DATED 9 NOVEMBER 1928

ANNEX F: DRAINAGE AND WATER SEARCH PLAN 1

ANNEX G: DRAINAGE AND WATER SEARCH PLAN 2

ANNEX H: NATIONAL GRID GAS SEARCH PLAN

ANNEX I: PLAN TO TRANSFER DATED 19 OCTOBER 1928

ANNEX J: HIGHWAYS SEARCH