

These are the notes referred to on the following official copy

Title Number NGL363842

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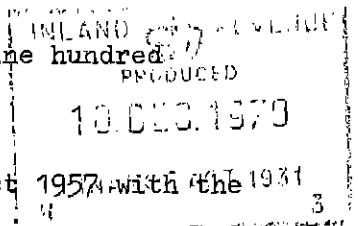
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H.M. LAND REGISTRYLAND REGISTRATION ACTS 1925 to 1971

COUNTY: LONDON BOROUGH OF ENFIELD
TITLE NUMBER: MX 471557
PROPERTY: 51 Kennedy Avenue - Enfield

DATE: 26th November One thousand nine hundred
and seventy-nine.



1. PURSUANT to the powers contained in the Housing Act 1957 with the consent of the Secretary of State for the Department of the Environment (hereinafter called "the Secretary of State") in consideration of THIRTEEN THOUSAND EIGHT HUNDRED POUNDS (£13800-00) (the receipt whereof is hereby acknowledged) WE, THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD acting by the Council of the said Borough (hereinafter called "the Council") as Beneficial Owners HEREBY TRANSFER to BARRY SOUTHERDEN JONES and MAUREEN JONES (his Wife) both of 51 Kennedy Avenue Enfield (hereinafter called "the Transferees" which expression shall include their successors in title) part of the land comprised in the Title above mentioned as shown coloured pink on the accompanying plan and known as 51 Kennedy Avenue Enfield (hereinafter called "the premises") TOGETHER WITH the rights and benefits specified in the First Schedule hereto BUT EXCEPT AND RESERVING unto the Council and its successors and assigns the rights and benefits specified in the Second Schedule hereto SUBJECT to the stipulations contained in the Third Schedule hereto.

2. IT IS HEREBY EXPRESSLY AGREED AND DECLARED that during the period of Five years next following the date of this Transfer :

- (i) The Transferees shall not let the premises at a rent greater than such rent as the Council may from time to time determine as being in its opinion the rent which it would have been appropriate for the Council to charge if the premises had been provided by the Council.
- (ii) The Transferees shall not enter into a Contract for the sale of the premises or an agreement to transfer any part of their interest in the premises or any part or parts thereof whether of the fee simple or of any less estate without first giving to the Council notice in writing of such desire and in such event the Council shall have the option which (subject to the following provisions of this sub-clause) shall be exercised in writing within one calendar month from the date of receipt of such notice of re-purchasing the premises upon the terms and conditions hereinafter mentioned for the original purchase price

plus such increase for improvements (if any) effected by the Transferees or less such amount as represents depreciation (if any) as may be agreed between the Transferees and the Council or in default of agreement determined by the Secretary of State on application made by either party within one month after such default as aforesaid the said re-purchase money paid within two months after the Council's exercise of its option or within Twenty-one days of such agreement or determination in respect of the re-purchase money (whichever shall be the later) and otherwise upon the then current edition of the National Conditions of Sale PROVIDED that if the Council's option shall not be exercised as aforesaid the Transferees shall not execute any such Transfer without first procuring from the proposed grantee thereunder an agreement with the Council expressed to be current for the remainder of the said period of Five Years but otherwise upon the same terms as this present agreement for pre-emption AND PROVIDED FURTHER that if any such Transfer shall be executed in breach of this proviso the Council's option shall remain exercisable at any time within the said period of Five Years notwithstanding that the said one calendar month shall have elapsed.

3. THE Transferees hereby jointly and severally covenant with the Council pursuant to Section 151 of the Housing Act 1957 that the Transferees and all the persons deriving title under them shall henceforth duly perform and observe the covenants conditions and stipulations set out and contained in the Third Schedule hereto.

4. IT IS FURTHER HEREBY AGREED AND DECLARED that :-

- A. (i) the Council reserves unto itself the right to modify vary waive or dispense with the said stipulations contained in the Third Schedule hereto and
- (ii) the Transferees shall not acquire an absolute or indefeasible right of light or air or any other right over any adjoining or neighbouring land of the Council except as expressly hereinafter granted
- (iii) all walls between the premises and the adjoining premises known as 49 and 53 Kennedy Avenue Enfield are party walls and shall be maintained and repaired as such.
- B. (i) The Transferees hereby appoint the Council attorney of the Transferees in the event of the monthly instalment or any part thereof payable under the Legal Charge of even date herewith and made between the Transferees of the one part and the Council of the other part or under any other Legal Charge or Mortgage which the Transferees may enter into with the Council on the security of the premises shall have become due:
- (a) To serve upon the Council (if not previously served by

the Transferees) such written offer as is referred to in Clause 2 (ii) hereof

- (b) If such an offer has been or shall be accepted by the Council to effectuate and complete the sale of the demised premises to the Council
- (c) For that purpose to execute in the name of the Transferees a transfer of the premises to the Council and to give a valid receipt for the discharge of the price payable for the premises and duly to appoint a substitute (who may be one of the Council's officers) who shall have power to act on the Attorney's behalf as if he in lieu of the Council had been originally appointed Attorney by this Clause and to revoke such appointment as the Council may think fit.

(ii) WHEREAS the foregoing power is given by way of security to secure the performance of an obligation owed to the Council the Transferees hereby declare that the said power is irrevocable.

5. THE Council and the Transferees hereby apply to the Registrar to enter on the Register such of the easements rights exceptions and reservations covenants conditions and stipulations herein contained as are capable of registration together with a notice of the right of pre-emption created by Clause 2 hereof.

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Fifteen thousand pounds (£15000-00).

THE FIRST SCHEDULE before referred to

The rights granted to the Transferees

1. So far as the Council can grant the same the right of free passage and running of water and soil gas and electricity Television and telephone (in common with the Council and all other persons entitled thereto) by and through the channels drains pipes and sewers wires and cables in on or under the neighbouring land of the Council the Transferees paying the proper proportion of the cost of maintaining and repairing cleansing and renewing the same.

2. Any other rights licences easements quasi-easements (so far as the Council can grant the same) as are at present appurtenant to or enjoyed with the premises.

3. The right in common with the Council and the occupiers of adjoining properties and all other persons entitled thereto to pass and repass (on ^{and coloured brown on the accompanying plan} foot only) over the access way leading to the rear of the premises/ the Transferees paying the proper proportion of the cost of maintaining and repairing the same.

THE SECOND SCHEDULE before referred to

The rights excepted and reserved to the Council

1. The right of free passage and running of water and soil gas and electricity television and telephone by and through the channels drains pipes and sewers wires and cables in on or under the premises.
2. The right for the Council and their agents or contractors at all reasonable times to enter upon the premises with or without workmen for the purpose of inspecting repairing cleansing renewing altering or enlarging the said channels drains pipes and sewers wires and cables (including manholes) or of carrying out repairs or works to the rear access way or to the adjoining property (if any) of the Council and making good any damage caused but without making any compensation for any temporary disturbance.

THE THIRD SCHEDULE before referred to

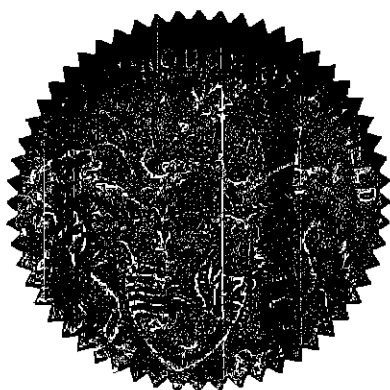
1. During the period of Five years from the date hereof not to let the premises at a rent in excess of that determined by the Council nor during the like period to resell the same at a price in excess of the consideration of this Transfer plus such increase for improvements (if any) as may be agreed between the Transferees and the Council or in default of agreement determined by the Secretary of State on application made by either party within one month after the default PROVIDED ALWAYS that such re-sale shall not take place until the Council has exercised its rights contained in Clause 2 of this Transfer:
2. Not to carry on or suffer to be carried on any trade or business upon the premises or any part thereof nor to use the same otherwise than as a single private dwellinghouse:

3. Not to display or suffer to be displayed any advertisement nor without the previous written consent of the Council to erect or suffer to be erected any shed outhouse wireless or television aerial advertisement board or hoarding or any structure of any kind whether temporary or permanent on the premises or any part thereof or to make or suffer to be made any structural alterations in or additions to the premises All work consequent upon receipt of any such consent to be carried out to the satisfaction of the Director of Housing Services for the time being of the Council:
4. Not to sell or suffer to be sold any wines spirits beers or intoxicating liquors of any kind on the premises or any part thereof nor to do or keep or suffer to be done or kept thereon any act or thing (in particular but without prejudice to the generality of the foregoing to suffer the premises to fall into disuse or disrepair) which may be or become a nuisance or annoyance or cause inconvenience to the Council or to the occupiers or owners of adjoining or neighbouring property or which may tend to lessen or depreciate the value of the premises or the property in the neighbourhood:
5. Not to hold or permit or cause to be held a sale by auction on the premises:
6. To the satisfaction of the Director of Housing Services for the time being of the Council to maintain in good repair order and condition the boundary walls and/or fences belonging to the premises:
7. Not at any time hereafter to park or permit to be parked in front of the building on the land hereby transferred any motor vehicles whatsoever licensed for commercial purposes:
8. To repair clean renew and relay when necessary the channels pipes drains sewers gutters party walls and structures laid or to be laid in or under the premises and to bear with the owners and occupiers of the adjoining properties served by such channels pipes drains sewers gutters party walls and structures an equal proportion of the costs charges and expenses of repairing cleansing renewing and relaying the same as need shall require.

9. Not to alter damage render inoperative or in any way interfere with the Communal Television aerial or any wires or cables connected thereto and not to make any new connection thereto and not to erect any other aerial or apparatus for the reception of television or radio signals without the previous written consent of the Council:

10. To pay a due and equal proportion of the running expenses and replacement costs of the communal television aerial distribution amplifier cables and equipment with the owners and occupiers of the adjoining properties served by the same:

11. To observe and perform the stipulations referred to in the Charges Register of the Title relating to the premises before referred to.



THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF ENFIELD was hereunto
affixed in the presence of :

Richard E. [unclear]

Mayor

[Signature]
Chief Executive and Town Clerk

SIGNED SEALED AND DELIVERED

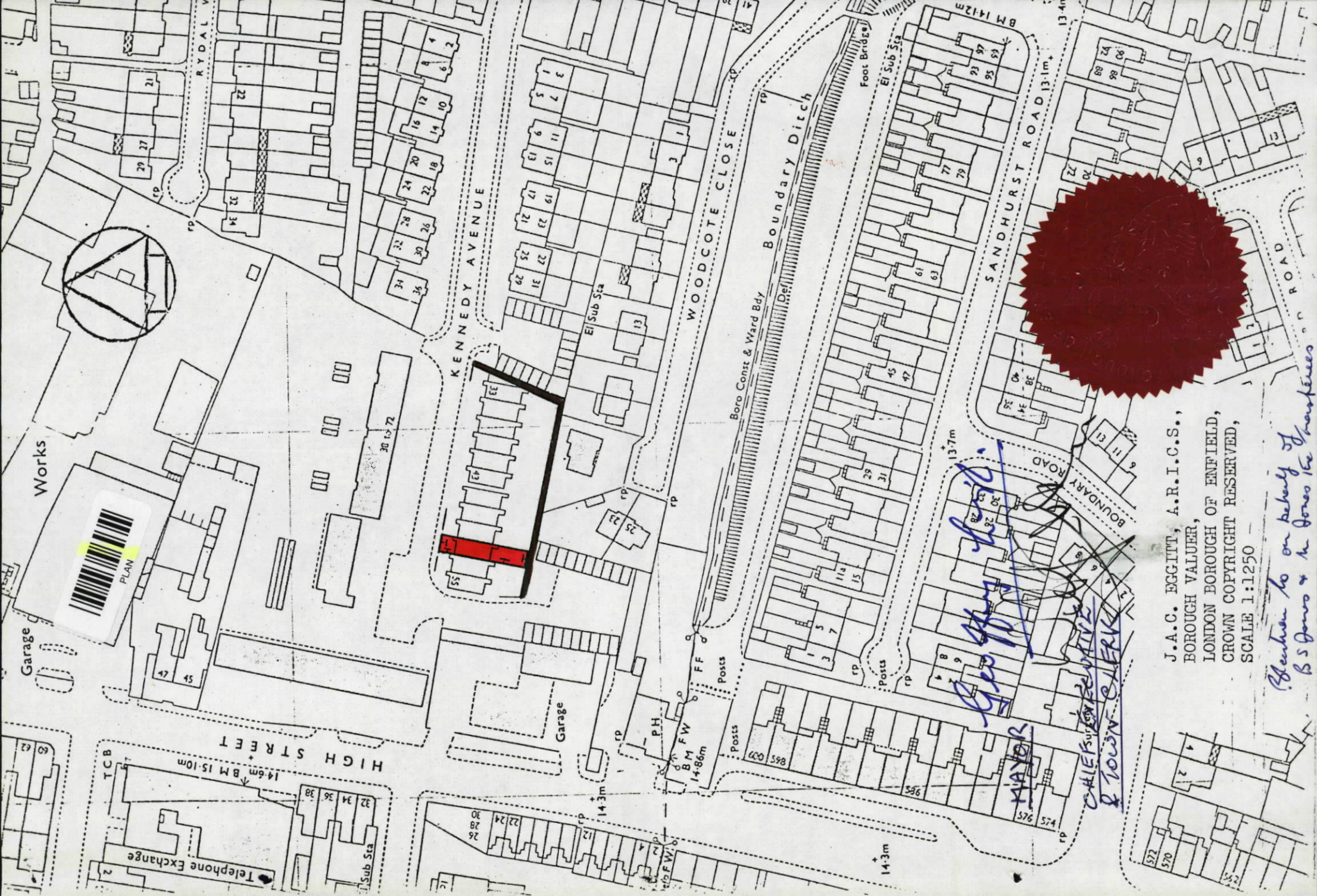
by the said BARRY SOUTHERDEN JONES
and MAUREEN JONES in the presence
of :

B.S. Jones.

M. Jones.

*Maureen P. [unclear]
Refuge House, River Front,
Barnet, Middlesex.*

Police.



J.A.C. EGGITT, A.R.I.C.S.,
BOROUGH VALUER,
LONDON BOROUGH OF ENFIELD,
CROWN COPYRIGHT RESERVED,
SCALE 1:1250

*Attention to on behalf of
B.S. Jones & Co. for the transfer of*