

**These are the notes referred to on the following official copy**

Title Number MX299902


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Land Registry  
Transfer of part of registered title(s)

TP1

1	Title number(s) out of which the property is transferred: NGL191194 MX299902 NGL52393 MX301820
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land to the west of Palmerston Crescent Garage, Enfield, London N11 2JH The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:  SEQ96
4	Date: 13 December 2013
5	Transferor: Transport for London <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Notting Hill Housing Trust <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: Industrial and Provident Society Number IP16558R <u>For overseas companies</u> (a) Territory of incorporation:

	(b) Registered number in the United Kingdom including any prefix:	
7	Transferee's intended address(es) for service for entry in the register: Bruce Kenrick House, 2 Killick Street, London N1 9FL	
8	The transferor transfers the property to the transferee	
9	Consideration  <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Seventy-five thousand pounds (£75,000)  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate:	
10	The transferor transfers with  <input checked="" type="checkbox"/> full title guarantee  <input type="checkbox"/> limited title guarantee  The covenants for title implied by this title guarantee are varied as set out in panel 11.	
11	Declaration of trust. The transferee is more than one person and  <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants  <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust:	
12	Additional provisions  <div style="display: flex;"> <div style="flex: 1;"> <p>1. <b>Definitions and interpretation</b></p> <p>1.1 In this transfer the following words and expressions have the following meanings:</p> <p><b>"Conduits"</b></p> <p><b>"Continuation Provisions"</b></p> <p><b>"Plan"</b></p> <p><b>"Retained Land"</b></p> <p><b>"Road Scheme"</b></p> <p><b>"Road Scheme Land"</b></p> <p><b>"Services"</b></p> </div> <div style="flex: 2; padding-left: 20px;"> <p>sewers, drains, watercourses, pipes, cables, wires and other channels or conduits now present or installed for the passage of Services</p> <p>Section 62 Law of Property Act 1925 and the rule in <i>"Wheeldon v Burrows"</i></p> <p>the plan attached to this transfer</p> <p>the land in the Title Number excluding the Property TfL's scheme for the upgrading and improvement of the North Circular Road identified in planning permission dated 12 March 2008 reference TP/06/2360</p> <p>the land affected by the Road Scheme</p> <p>water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel oil and other</p> </div> </div>	

- similar services
- “TfL”** Transport for London of Windsor House, 42-50 Victoria Street, London and any successor to the TfL’s undertaking as highway or transport authority (as shall be appropriate in the circumstances)
- “Title Matters”** the agreements, covenants, restrictions, stipulations and other matters contained or referred to in the title registered under the Title Number (if any) but excluding financial charges
- “Transferors Undertaking”** TfL’s undertaking as highway or transport authority (as shall be appropriate in the circumstances)
- 1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.
- 1.3 References to the Property include the whole and every part of the Property, references to the Retained Land include the whole and every part of the Retained Land, references to the Road Scheme Land include the whole and every part of the Road Scheme Land.
- 1.4 References to clauses are to clauses set out in this Panel 12 unless the reference is to a clause in another deed or document.
2. **Variation of title guarantee**
- The covenant for title set out in section 2(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 is varied so that the Transferee will be responsible for the costs of complying with that covenant instead of the Transferor.
3. **Rights granted for the benefit of the Property**
- 3.1 The transfer is made together with the following rights over the Retained Land for the benefit of the Property:
- 3.1.1 **Services** - the right in common with the owners of the Retained Land and those authorised by them to use any Conduits in, on, under or over the Retained Land for the passage of Services to and from the Property.
- 3.1.2 **Support** - the right of subjacent and lateral support for the Property and any structures on it from the Retained Land and any buildings on it whether erected at the date of this Transfer or at any time.
- 3.1.3 **Building** - the right to build new buildings upon and to rebuild, extend, alter or carry out any other works to any buildings from time to time on the Property and by so doing to restrict or interrupt the passage of light and air to any structures from time to time on the Retained Land.
- 3.1.4 **Access** - the right to use any access over the Retained Land which is currently used as access for the Property Provided That the Transferee acknowledges that the route of the access may be altered as a result of the Road Scheme but such access shall be not be materially less commodious.
4. **Rights reserved for the benefit of the Retained Land**
- 4.1 The transfer is made together with the following rights over the Property for the benefit of the Retained Land:
- 4.1.1 **Support** - the right of subjacent and lateral support for the Retained Land and any structures on it from the Property and any buildings on it whether erected at the date of this Transfer or at any time.
5. **Entries on the register**
- 5.1 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 3.1** and the burden of the easements and

rights set out in **clause 4.1** to be noted on the title number(s) of the Property.

- 5.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 4.1** and the burden of the easements and rights set out in **clause 3.1** to be noted on the title number of the Retained Land.

**6. Agreements and declarations**

- 6.1 The Continuation Provisions apply to this transfer in respect of those rights existing at the date of this transfer except to the extent that the application of the Continuation Provisions would result in the continuation or creation of any matters which prevent construction of the Road Scheme or make it materially more difficult to construct (and without prejudice to generality of the foregoing) more time consuming or more costly to construct but for the avoidance of doubt shall not affect existing rights enjoyed by the Property which shall be maintained at all times.

- 6.2 The owners for the time being of the Property will not object to any loss of light or air over the Retained Land and/or the Road Scheme Land to the Property which are lost as a result of construction of the Road Scheme. This constitutes a consent for the purposes of section 3 Prescription Act 1832.

- 6.3 TfL (in its capacity as land owner and not so as to fetter any statutory function) will not object to any loss of light or air over the Property to the Retained Land and/or the Road Scheme Land which are lost as a result of construction on the Property. This constitutes a consent for the purposes of section 3 Prescription Act 1832.

- 6.4 Any walls and fences and other boundary structures which are not wholly constructed on the Property which divide the Property from the public highway or the Road Scheme Land do not form part of the Property and all other walls, fences, hedges and other boundary structures constructed on the Property dividing the Property from any other land form part of the Property.

- 6.5 The parties to this transfer do not intend that any of the terms of this transfer will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**7. Indemnity covenant**

The Transferee covenants with the Transferor by way of indemnity only that the Transferee and its successors in title to the Property will comply with the Title Matters and will indemnify the Transferor against all actions, claims, demands and proceedings taken or made against the Transferor and all costs, damages, expenses, liabilities and losses incurred by the Transferor arising from their breach.

13 Execution

**EXECUTED** as a deed by affixing  
the common seal of  
**TRANSPORT FOR LONDON**  
in the presence of:

)  
)  
  
**Authorised Signatory**



**EXECUTED** as a deed by affixing  
the common seal of  
**NOTTING HILL HOUSING TRUST**  
in the presence of:

)  
)  
)  
)  
  
**Authorised Signatory**

**Secretary**

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

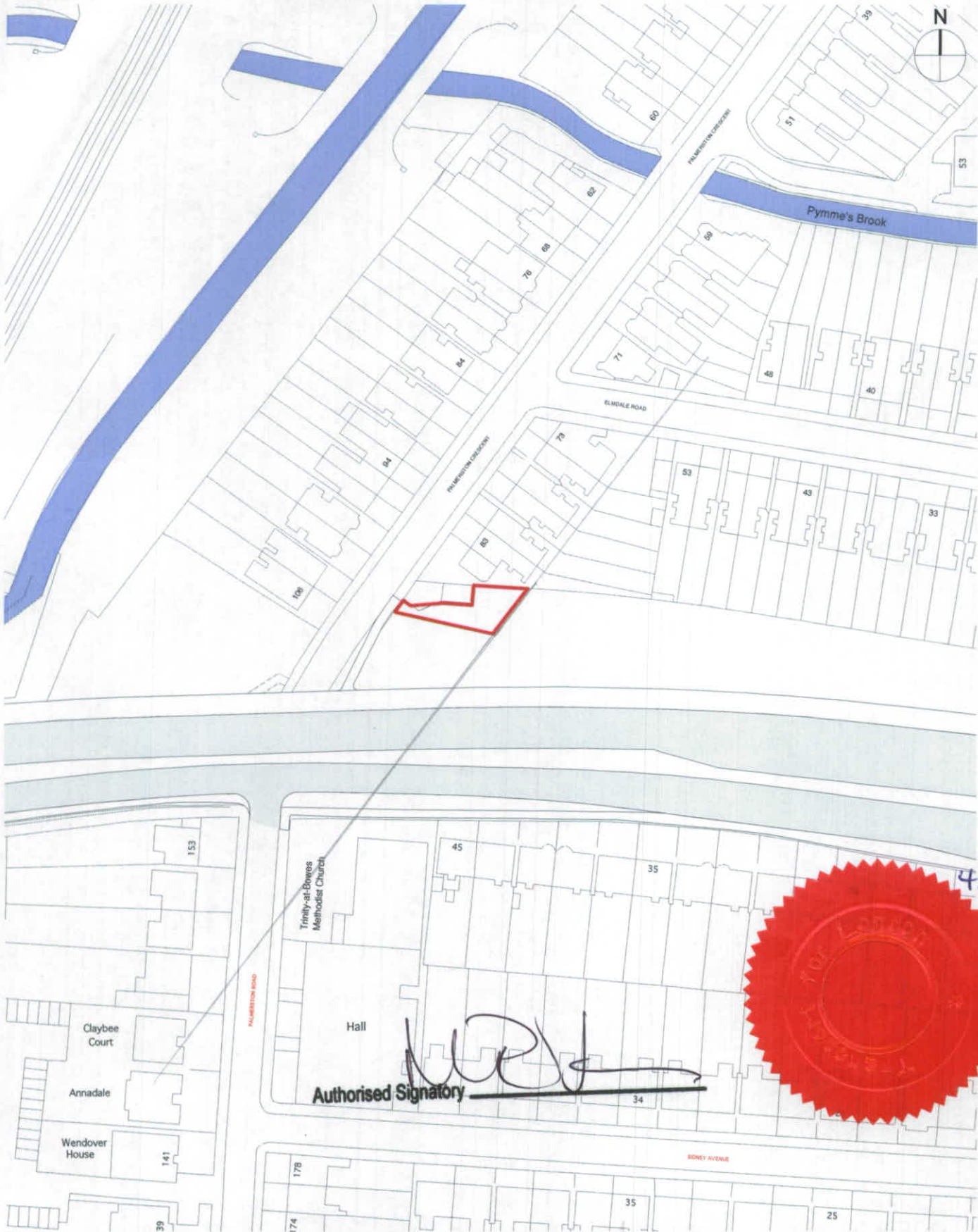
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Land Adjacent to 83 Palmerston Crescent, London N13 4NG



4254

Trinity-at-Bowes  
Methodist Church

Hall

Authorised Signatory 

1:1250 @ A4