The electronic official copy of the register follows this message.

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# Official copy of register of title

Title number MX254889 | Edition date 21.11.2008

- This official copy shows the entries on the register of title on 06 MAY 2020 at 15:51:38.
- 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 06 May 2020.
- 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, Wales Office.

## A: Property Register

This register describes the land and estate comprised in the title.

HARROW

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings in Morecambe Gardens, Tintagel Drive and Pangbourne Drive, Stanmore.

2 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

3 Where the parts edged and numbered in green on the filed plan include parts of shared side paths, rights of way on foot only are reserved thereover subject to the payment of a proportion of the expense of maintenance and repair.

4 The Transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of that Act.

5 The transfers of those parts edged and numbered in green on the title plan which were made pursuant to Part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of that Act.

6 (06.12.1995) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered NGL733404 in green on the filed plan dated 3 November 1995 made between (1) The Mayor and Burgesses of The London Borough of Harrow and (2) Paddington Churches Housing Association.

*NOTE: Copy Transfer filed under NGL733404.*

## 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 PROPRIETOR: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW of

# B: Proprietorship Register continued

Civic Centre, Harrow, Middx, HA1 2UH.

2 A Transfer to the Proprietor of the land hatched blue on the filed plan dated 21 May 1952 made between (1) The County Council of the Administrative County of Middlesex and (2) The Harrow Urban District Council contains Purchasers' and Vendors' mutual personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

## Schedule of personal covenants

1 The following are details of the personal covenants contained in the Transfer dated 21 May 1952 referred to in the Proprietorship Register:-

No covenant by the County Council or the District Council to observe perform or comply with any subsisting covenant stipulation or provision affecting or relating to the land described respectively in the First and Second Schedules hereto shall be implied in these presents but the said Councils mutually covenant to indemnify the other from and against all claims for damages made against them by reason of any breach by the said Councils of any such covenant stipulation or provision PROVIDED that such indemnity shall not apply unless any such claim is referred to the indemnifying Council by the other to enable them to deal with the same if they so desire under their statutory power.

# C: Charges Register

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

1 A Transfer of the land tinted pink on the filed plan dated 20 October 1922 made between (1) Canons Park Estate Company Limited and (2) The Pard Estate Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 A Transfer of the land tinted blue and tinted yellow on the filed plan dated 23 July 1923 made between (1) Canons Park Estate Company Limited and (2) The Pard Estate Company Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 The land tinted blue and tinted yellow on the filed plan is subject to the covenants on the part of The Pard Estate Limited and Sir Arthur Philip Du Cros contained in a Deed of Mutual covenants dated 30 July 1926 varied as to the land tinted yellow on the filed plan by an Order of the Official Arbitrator dated 8 November 1933 under Section 84 of the Law of Property Act 1925 details of which are set out in the Schedule of restrictive covenants hereto.

4 By a Deed dated 17 March 1936 made between (1) Canons Limited and (2) Stanmore and District Development Company (In Voluntary Liquidation) the covenants contained in the Deed dated 30 July 1926 referred to above were expressed to be varied details of which are set out in the Schedule of restrictive covenants hereto.

5 By an order of the Official Arbitrator dated 3 December 1937 under Section 84 of the Law of Property Act 1925 the covenants contained in the Transfer dated 20 October 1922 referred to above were expressed to be modified. Details of the terms of the modification are set out in the schedule of restrictive covenants hereto.

6 By an Order of the Official Arbitrator dated 2 July 1948 under Section 84 of the Law of Property Act 1925 the covenants contained in the Transfer dated 20 October 1922 referred to above were further modified. Details of the terms of the modification are set out in the Schedule of Restrictive Covenants hereto.

7 By an Order of the Official Arbitrator dated 2 July 1948 under Section 84 of the Law of Property Act 1925 the covenants contained in the Deed of Mutual Covenants dated 30 July 1926 referred to above were further modified details of which are set out in the Schedule of restrictive covenants hereto.

8 The land is subject to rights of drainage and rights in respect of

# C: Charges Register continued

watercourses, pipes, wires, cables and other services.

9 The access roads included in the title are subject to rights of way.

10 The footpaths included in the title are subject to rights of way on foot only.

11 (02.09.1994) The land is subject to the rights granted by a Deed dated 28 July 1994 made between (1) The Mayor and Burgesses of the London Borough of Harrow and (2) Michael McCarthy and Margaret Mary McCarthy.

*NOTE: Original filed under NGL689974.*

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Transfer dated 20 October 1922 referred to in the Charges Register:-

The Pard Estate Limited hereby covenant with the Canons Park Estate Company Limited their successors and assigns owners from time to time of the Canons Park Estate now vested in them (other than the land hereby transferred) and with the London and South Western Bank Limited and to the intent that such covenant shall not only bind the Pard Estate Limited their successors and assigns but shall also run with the land hereby transferred and bind the owners and occupiers thereof for the time being that the Pard Estate Limited and all persons claiming under them will at all times hereafter duly observe and perform the stipulations and restrictions mentioned in the Schedule hereto PROVIDED ALWAYS and it is hereby declared that such covenant on the part of The Pard Estate Limited shall only be binding on them in respect of so much of the land hereby transferred as shall for the time being be vested in them during such term only as the same may remain so vested in them.

THE SCHEDULE above referred to

1. Not to erect at any time after the expiration or determination of the said lease dated the twenty-sixth day of May one thousand nine hundred and twenty two any building other than detached or semi-detached private dwellinghouse of a gross value of not less than eight hundred pounds each if detached and eight hundred pounds each if semi-detached without the consent in writing of the Canons Park Estate Company Limied or their successors in title first obtained.

2. That such houses shall be used for the purpose of private dwellinghouses or professional residences only.

NOTE: The Lease dated 26 May 1922 has now determined.

2 The following are details of the covenants contained in the Transfer dated 23 July 1923 referred to in the Charges Register:-

"The Pard Estate Limited hereby covenants with the Canons Park Estate Company Limited their successors and assigns and to the intent that such covenant shall not only bind The Pard Estate Limited their successors and assigns but shall also run with the land hereby transferred and bind the owners and occupiers thereof for the time being that the Pard Estate Limited and all persons claiming under them will at all times hereafter duly observe and perform the stipulations and restrictions mentioned in the Schedule hereto PROVIDED ALWAYS and it is hereby declared that such covenant on the part of The Pard Estate Limited shall only be binding on them in respect of so being be vested in them and during such term only as the same may remain so vested in them.

THE SCHEDULE above referred to

That no act deed or thing shall be done on the said land or in or upon any building thereon which may be or grow to be an annoyance nuisance damage or disturbance to the owners or tenants for the time being of any adjoining or neighbouring premises."

3 The following are details of the Covenants contained in the Deed of

# Schedule of restrictive covenants continued

Mutual Covenants dated 30 July 1926 referred to in the Charges Register:-

"NOW THIS DEED made in pursuance of the recited Agreement and in consideration of the premises WITNESSETH AND IT IS HEREBY MUTUALLY COVENANTED AGREED AND DECLARED between and by the parties hereto as follows:-

1. NO building to be erected on any part of the land shown and coloured blue purple green or pink on the said plan shall be used for any manufacture of any description nor as an asylum for lunatics or idiots hospital or sanatorium or other purpose objectionable or detrimental to the adjoining or neighbouring property nor shall any noxious or offensive matter be stacked or allowed to accumulate on the said land or any part thereof nor shall any caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booths shows swings or roundabouts be erected made placed or used or allowed to remain on the land or any part thereof nor shall the same be used for a public sports ground or rifle range (except for private practice) or pigeon shooting matches or whippet or other racing.

2. The pink land and the purple land having frontages to Edgware and Stanmore Roads and the blue land having a frontage to Whitchurch Lane shall to a depth of Two Hundred and Fifty feet from those roads respectively be free from all other restrictions and stipulations whatever.

3. Upon the remainder of such pink and purple land which is hatched with red lines on the said plan no shop workshop public house beership or any unsightly building shall be erected and no advertisement or sign shall be erected displayed or placed thereon (except in connection with the development of the said property).

4. No building hereafter to be erected on the remainder of the pink land or of the blue land or on the green land shall be erected or used except for private dwellinghouses or professional residences or as a church chapel or school and no advertisement on houses or hoardings shall be displayed thereon (except in connection with the development of the property).

5. The value of the buildings to be erected on any part of the pink land or the purple land or the blue land (othe than the land stated in Clause 2 hereof to be free from all restrictions) shall be not less than the values specified in the Second Column of the Table hereunder in this clause written in respect of the land specified in the first column of the said Table such values being the prime cost of materials and labour of construction only estimated at the lowest current prices.

TABLE

| Description of Land | Value of Building |
|---|---|
| Land coloured pink between the Road Canons Court and land coloured Purple | £800 |
| Houses fronting the Drive from Edgware Road to Marsh Lane | £800 |
| Remainder of land coloured pink and the parts of the pink land and the purple land respectively hatched red | £700 |
| Remainder of land coloured blue | £600 |

6. THE restrictions contained in clauses 1 2 3 4 and 5 hereof respective respectively shall run with the land respectively affected thereby into into whosesoever hands the same shall come and shall be binding on the owners or owner of such land from time to time but shall not impose on any such owner any personal liability in damages for any breach of the said covenants or any of them which shall occur after he shall have ceased to have any interest in the land in respect of which such breach of covenant shall occur."

# Schedule of restrictive covenants continued

NOTE: The land tinted yellow on the filed plan is part of the purple land hatched with red lines and the land tinted blue on the filed plan is part of that coloured purple referred to above.

4 The following are details of the Covenants contained in the Order dated 8 November 1933 referred to in the Charges Register:-

"I being the OFFICIAL ARBITRATOR selected by the Reference Committee to hear and determine the above Application having heard the same HEREBY ORDER that the Restrictions set out in the DEED OF MUTUAL COVENANTS DATED 30TH JULY 1926 between The Pard Estate Limited of the first part Sir Arthur Philip Du Cros, Baronet, of the second part and George Herbert Cross of the third part so far as such restrictions affect the aforesaid lands firstly secondly and thirdly described being the land the subject of this Order BE AND THE SAME ARE HEREBY MODIFIED TO EXTENT OF PERMITTING.....

As regards the aforesaid land thirdly described comprising an area of 4A or 37 P as coloured purple on the attached plan.

For the erection of detached or semi-detached private dwelling houses of a prime cost of not less than five hundred and twenty five pounds (£525) in the case of a detached house or of a prime cost of no less than one thousand and ten pounds (£1,010) in the case of a pair of semi-detached houses.

As regards the aforesaid land secondly and thirdly described comprising areas of 55A 3R 9P and 4A or 37P as coloured brown and purple on the aforesaid plan.

Where prime cost is mentioned in this order such prime cost to be the net first cost of materials and labour of construction and the usual decorations only estimated at the current prices as at the date of this order and to be exclusive of the cost of detached garage detached outbuildings and fencing.

Any houses erected under this order are to be used as a private dwellinghouse-houses only and not as tenement houses of flats.

5 The following are details of the variations contained in the Deed dated 17 March 1936 referred to in the Charges Register:-

IT IS HEREBY MUTUALLY COVENANTED AGREED AND DECLARED by and between the parties hereto that as from the date hereof Clause 8 of the Principal Deed shall be cancelled and that the Principal Deed shall be read and construed as if the provisions of Clause 8 had not been inserted in the Principal Deed.

6 The following are details of the terms of the modification of the Transfer dated 20 October 1922 contained in the Order dated 3 December 1937 referred to in the Charges Register.

I being the OFFICIAL ARBITRATOR selected by the REFERENCE COMMITTEE to hear and determine the above application having heard the same HEREBY order that the Restriction set out in the Deed of Transfer dated 20 October 1922 made between the Canons Park Estate Company Limited the London and South Western Bank Limited and the Pard Estate Limited be modified to the extent of .....

(c) Permitting on the aforesaid land thirdly described the erection of houses whether detached or semi-detached of a prime cost of not less than £800 inclusive of any private garage and surgery intended for use therewith such prime cost to be calculated by allowing one shilling for every cubic foot of space occupied by that part of the buidling which lies between a horizontal plane situate half-way up the roof thereof and another horizontal plane situate two feet below the mean level of the soil immediately surrounding such building when completed.

ON CONDITION that not part of any building to be erected on any part of the aforesaid land thirdly described shall at any time be used otherwise than for the Purpose of a private dwellinghouse or professional residence or a doctor's or dentist's surgery: PROVIDED:

(i) That not more than one house or building or part thereof on the

## Schedule of restrictive covenants continued

aforesaid land thirdly described may at any one time be used for the purpose of a nursing home or for a private school and

(ii) That a nursing home shall not include a mental home or institution of any kind for the care of persons of unsound mind ..... Any house erected under this Order are to be used as private dwellinghouses only and not as flats subject to the provision of this Order as to professional residences.

NOTE: The land tinted pink on the filed plan forms part of that thirdly described in the Order.

7 The following are details of the terms of the Modification of the Transfer dated 20 October 1922 contained in the order dated 2 July 1948 referred to in the Charges Register:-

The following is an extract from the material parts of this Order:-

"I, JOHN PAUL CUSSONS DONE, the OFFICIAL ARBITRATOR selected by the REFERENCE COMMITTEE to hear and determine the said application, having heard the parties by their Counsel and considered the evidence put before me at the said Hearing:-

NOW THEREFORE, I HEREBY ORDER AND DETERMINE AS FOLLOWS:-

I. THAT, SUBJECT TO THE MODIFICATION ORDERED IN II BELOW, THE SAID APPLICATION BE AND THE SAME IS HEREBY DISMISSED.

II. THAT THE SAID RESTRICTIVE COVENANTS BE AND THE SAME ARE HEREBY MODIFIED TO PERMIT OF THE USE AS A PRIVATE SCHOOL OF NOT MORE THAN ONE BUILDING AT ANY ONE TIME ON THE SAID TWO PIECES OF LAND COLLECTIVELY. PROVIDED THAT NO SUCH BUILDING SHALL BE SO USED IF IT OR ANY PART OF THE CURTILAGE THEREOF IS NEARER THAN 120' 0" (ONE HUNDRED AND TWENTY FEET) TO THE CURTILAGE OF ANY HOUSE EXISTING AT THE DATE OF THIS ORDER THE PROPERTY OF ANY PERSONS OTHER THAN THE APPLICANTS LEGALLY ENTITLED TO THE BENEFIT OF THE SAID RESTRICTIVE COVENANTS."

NOTE: The land in this title forms part of the two pieces of land referred to.

8 The following are details of the terms of modification contained in the Order dated 2 July 1948 referred to in the Charges Register:-

The following is an extract from the material parts of this Order

I JOHN PAUL CUSSONS DONE, being the OFFICIAL ARBITRATOR selected by the REFERENCE COMMITTEE to hear and determine the said Application having heard the parties by their Counsel and consideration the evidence put before me.

HEREBY ORDER THAT

THE RESTRICTIVE COVENANTS contained in a Deed of Mutual Covenants dated 30 July 1926 between Pard Estate Limited, Sir Arthur Philip Du Cros, Baronet and George Herber Cross so far as and to the extent that they apply to the aforesaid land (hereinafter referred to as the said Restrictive Covenants)

BE and the same are hereby modified to the extent of permitting the ereciton upon the aforesaid land of buildings each containing not more than four self-contained flats each of such buildings to be of a new prime cost of not less than £3000 (Three Thousand pounds).

PROVIDED THAT

(a) Such flats shall not be used for any purpose other than as private professional residences and

(b) The words "not prime cost" in this Order shall mean the net first cost after deducting trade discount but not discount for cash of materials and the actual cost of labour used in construction and in the usual internal and external decorations.

Title number MX254889

End of register