



Title register for:

Flat 64 Sycamore Gardens, 295 High Road, London, N15 4RQ
(Freehold)

Title number: EGL331972

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Register summary

Title number	EGL331972
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Registered owners	Clarion Housing Association Limited Level 6, 6 More London Place, London SE1 2DA deeds@clarionhg.com
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Last sold for	No price recorded
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A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date
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1	1995-02-09	HARINGEY
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		The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Jewish Home and Hospital, High Road, Tottenham, (N15).
2	1995-02-09	The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of 291 and 293 High Road dated 18 June 1982 made between (1) Marcus Richard Viscount Bearsted, Isaac Arthur Franks, Asher Max Loftus and Gerald Maurice Stitcher (the Transferors) and (2) Spiritville Investments Limited. NOTE: Original filed under NGL429491.
3	1999-04-13	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.
4	1999-04-13	The land has the benefit of the following rights granted by the Transfer dated 5 March 1999 referred to in the Charges Register:- 1. The right for Circle 33 and all persons authorised by Circle 33 (in common with all persons having a similar right):- 1.1 of passage of water sewerage through such of the site sewers as are within the Property until adopted as public sewers 1.2 of passage of water sewerage and other services through such service installations as serve the Retained Land and through such other conduits now or within the Perpetuity Period within the Property as exclusively serve the Retained

Land;

1.3 of eavesdrop and encroachment of foundations in respect of any buildings now or at any time within the Perpetuity Period on the Retained Land and in respect of which eaves or foundations protrude into the property

1.4 of support and protection of the Retained Land and any buildings thereon from the Property;

1.5 of entry upon the Property (other than the site of any electricity substation or similar installation thereon) at all reasonable times and at any time in an emergency for the purpose of

1.5.1 inspecting maintaining repairing and renewing any buildings now or at any time within the Perpetuity Period on the Retained Land and any conduits exclusively serving the Retained Land;

2. The rights for Circle 33 at any time and from time to time to substitute other Parking Spaces within the site for the Parking Spaces shown hatched brown on the Plan provided that there shall be no overall reduction in the number of Parking Spaces and provided further that whilst Ujima own any interest in the property or any part thereof Circle 33 will not exercise its right under this paragraph without first consulting with Ujima in

accordance with
clause 13 of the Agreement.

NOTE 1: The Property is the Land shown Edged red on the Transfer plan. The Retained Land is the rest of the land in this property. The Perpetuity Period is 80 years from 5 March 1999

NOTE 2: Copy Plan filed.

5	2007-05-22	In addition to the land edged and numbered in green on the title plan, the second floor level window bay and above of the part numbered 1 on the title plan have been removed from the title.
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B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Class of Title: Title absolute

Entry number	Entry date	
1	2018-01-18	PROPRIETOR: CLARION HOUSING ASSOCIATION LIMITED (Community Benefit Society No. 7686) of Level 6, 6 More London Place, London SE1 2DA and of deeds@clarionhg.com.
2	1996-03-06	RESTRICTION:- Except under an order of the registrar no transfer or lease of the land tinted yellow on the filed plan shall be registered unless a Deed of Covenant in the form referred to in the Transfer dated 28 February 1996 referred to in the Charges Register has been entered into and delivered to Jewish Care and is produced to the Registrar.
3	2008-10-22	RESTRICTION: No disposition of the part of the

registered estate shown tinted pink on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed on behalf Prudential Trustee Company Limited of Laurence Pountney Hill, London EC4R 0HH by its signatory that the provisions of Clause 2.1 of a Deed dated 8 October 2008 have been complied with.

4	2008-10-22	RESTRICTION: No disposition of the part of the registered estate not shown tinted pink or blue on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of Prudential Trustee Company Limited of Laurence Pountney Hill, London EC4R 0HH by its secretary or conveyancer or other authorised signatory that the provisions of Clause 25.2 of a mortgage dated 8 October 2008 have been complied with.
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5	2008-10-22	RESTRICTION: No disposition of the part of the registered estate shown tinted blue on the title plan by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 8 October 2008 in favour of M&G Trustee Company Limited referred to in the Charges Register or if appropriate signed on such proprietors behalf by an authorised officer(s).
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6	2012-03-13	RESTRICTION: No disposition of the part of the registered estate edged brown on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17 February 2012 in favour of M&G Trustee Company Limited referred to in the
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Charges Register or their conveyancer or an authorised signatory.

C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date	
1	1995-02-09	A Conveyance of the land edged blue on the filed plan and other land dated 16 December 1897 made between (1) Herbert Fortescue Lawford, Hugh Lindsay Antrobus and The Honourable Henry Dudley Ryder (2) The Imperial Lager Brewery Limited (the Company) and (3) Stuart Montague Samuel, Charles David Seligman, Barney Barnett, Samuel Garcia Asher and Joseph Moss Ansell (the Trustees) contains the following covenants:- AND the Trustees hereby covenant with the Company in manner following (that is to say) AND ALSO will not at any time carry on or permit to be carried on upon the hereditaments hereby conveyed or any part thereof any noisy noxious dangerous or offensive trade or occupation or do or permit to be done any act matter or thing thereon which may be or grow to be a nuisance or cause annoyance to the inhabitants of the surrounding property.
2	1995-02-09	The land is subject to the rights granted by a Agreement dated 11 February 1938 made between (1) The Right Honourable Walter Horace Viscount Bearsted, Saemy Japhet, Sir Charles David Seligman (the Trustees) and (2) The County

Council of The Administrative County of Middlesex
(the Council).

NOTE: Copy filed.

3	1995-02-09	A Conveyance dated 17 April 1907 made between (1) Stuart Montague Samuel, Charles David Seligman and Samuel Garcia Asher (Vendors) and (2) Middlesex County Council contains the following covenant by the Vendors. AND the Vendors so far as the stipulations hereafter contained are to be performed and observed by them or their successors in title do hereby covenant with the County Council and their assigns THE Vendors or their successors in title shall not at any time erect upon their land situate on the Southward of the line A.B. drawn on the said plan hereto annexed any building unless it be contained within an angle of forty five degrees measured from the ground level to the eaves of the building such angle to be produced in a Southerly direction from the line C.D. drawn in the same plan. NOTE: The points A, B, C and D have been reproduced on the filed plan.
4	1996-03-06	A Transfer of the land in this title dated 28 February 1996 made between (1) Jewish Care and (2) Circle Thirty Three Housing Trust Limited contains provisions relating to the payment of additional monies as therein mentioned. NOTE: Copy filed.
5	1998-02-16	The land is subject to the following rights granted

by a Deed dated 19 February 1998 made between (1) Circle Thirty Three Housing Trust Limited (Owner) and (2) The College of North East London (Grantee):-

""The Owner grants to the Grantee in fee simple as appurtenant to Property B the following rights:-

3.1 The right to lay pipes below ground along the line shown for the purposes of identification only on the plan by a line coloured red to connect up to the existing surface water drain constructed under Property A at a position for the purpose of identification only shown on the Plan by a line coloured orange.

3.2 The right to use the Pipe only for the purpose of draining storm water from Property B and only on the condition that the Pipe across Property A is maintained at the sole expense of the Grantee and the length of surface water sewer ("The Connecting Sewer") from the connection with the Pipe to the public sewer and the existing inspection chamber are maintained at the joint expense of the Owner and the Grantee and the remaining covenants and conditions herein contained and performed and observed.

3.3 The right from time to time as necessary after giving the Owner at least forty eight hours prior notice except in the case of emergency to inspect, cleanse, repair, remove and replace the Pipe or any part of it and for these purposes and no other to enter Property A."

NOTE: Property B adjoins the Northern boundary of the land in this title. Property A comprises the land in this title. The line coloured red referred to is shown by a blue broken line on the filed plan in so far as it affects the land in this title. The line coloured orange referred to is shown by a yellow

broken line thereon.

6	1998-07-31	The land is subject to the rights granted by a Deed dated 22 July 1998 made between (1) Circle Thirty Three Housing Trust Limited (grantor) and (2) College of North East London (grantee). The said Deed also contains a restrictive covenant by the grantor. NOTE: Original filed under EGL350592.
7	1999-04-13	A Transfer dated 5 March 1999 referred to below contains covenants by the vendors details of which are set out in the schedule of restrictive covenants hereto.
8	1999-04-13	The land in this title and other land is subject to the following rights granted by a Transfer of the land edged and numbered EGL387086 in green on the filed plan dated 5 March 1999 made between (1) Circle Thirty Three Housing Trust Limited and (2) Ujima Housing Association Limited:- 1. The right for Ujima and all persons authorised by Ujima in common with all persons having a similar right: 1.1 of way for all reasonable purposes over and along the site roads until adopted as public highways; 1.2 of way for all reasonable purposes over and along the Private Roads; 1.3 of passage and water and sewerage through the Site Sewers until adopted as public sewers;

1.4 of passage of water and sewerage and other services through such Service installations as serve the Property and through such other conduits as are now or within the Perpetuity Period within the Retained Land as exclusively serve the Property;

1.5 of eavesdrop and encroachment of foundations in respect of any buildings now or at any time within the Perpetuity Period on the Property and in respect of which eaves or foundations protrude into the Retained Land;

1.6 of support and protection for the property and any buildings thereon from the Retained Land;

1.7 of entry upon the Retained Land (other than the Site of any electricity substation or similar installation) at all reasonable times and at any time in an emergency for the purposes of inspecting, maintaining, repairing and renewing any building now or at any time within the Perpetuity Period on the Property and any conduits exclusively serving the Property;

1.8 to park private motor vehicles only in the Parking Spaces;

1.9 to use for the purposes of quiet recreation only the communal gardens and the part of the balcony edged green on Paln C being at fourth floor level;

1.10 to use the dustbin area from time to time provided by Circle 33;

1.11 of way for the purposes of access and egress from that part of the Property forming part of the Main Building over the entrance hall edged in blue on the Plan

NOTE: No copy of the plan referred to is held by Land Registry.

9	2007-05-22	The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.
10	2008-10-22	REGISTERED CHARGE of the land tinted blue on the title plan dated 8 October 2008.
11	2008-10-22	Proprietor: M&G Trustee Company Limited (Co. Regn. No. 01863305) of 10 Fenchurch Avenue, London EC3M 5AG and of trustees.admin@mandg.co.uk.
12	2008-10-22	The proprietor of the Charge dated 8 October 2008 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
13	2012-03-13	REGISTERED CHARGE of the land edged brown on the title plan dated 17 February 2012 affecting also other titles.

NOTE: Charge reference AGL101423.

14	2012-03-13	Proprietor: M&G Trustee Company Limited (Co. Regn. No. 1863305) of 10 Fenchurch Avenue, London EC3M 5AG and of trustees.admin@mandg.co.uk.
15	2012-03-13	The proprietor of the Charge dated 17 February 2012 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
16	2016-01-12	By a Deed dated 22 December 2015 made between (1) Circle Thirty Three Housing Trust Limited and (2) Bradley Ian Brookes the terms of the lease dated 10 December 2007 of Flat 19 Sycamore Gardens referred to in the schedule of leases hereto were varied. NOTE1: Copy Deed filed under AGL179359. NOTE 2:- The proprietor of the registered charges dated 8 October 2008 and 17 February 2012 of the landlords title and the proprietor of the registered charge dated 22 December 2015 of the tenants title AGL179359 were not parties to the deed nor was evidence of consent produced to the registrar.
17		Registration Date : 22.05.2007 Plan Reference : 2 (part of) Property Description : Flat 78 Sycamore Gardens (Fourth Floor) Date of Lease : 05.01.2007 Term : 125 years from 01.04.2005 Lessee's Title : AGL168072
18		Registration Date : 22.08.2007 Plan Reference : 2 (part of) Property Description : Flat 76 Sycamore Gardens

(Third Floor)
Date of Lease : 26.06.2007
Term : 125 years from 26.06.2007

Lessee's Title : AGL172354

19 Registration Date : 21.12.2007
Plan Reference : 3 (part of)
Property Description : 19 Sycamore Gardens (First Floor Flat)
Date of Lease : 10.12.2007
Term : 125 years from 1.04.2008

Lessee's Title : AGL179359
NOTE: See entry in the charges register relating to a Deed of Variation dated 22 December 2015.

20 Registration Date : 17.04.2008
Plan Reference : Numbered 2 in blue (part of)

Property Description : Flat 31 Sycamore Gardens (Second Floor)
Date of Lease : 23.01.2008
Term : 125 years from 23.01.2008

Lessee's Title : AGL184725

21 Registration Date : 27.06.2011
Plan Reference : Numbered 2 in blue (Part of)

Property Description : 72 Sycamore Gardens (Second Floor Flat)
Date of Lease : 06.06.2011
Term : 125 years from 06.06.2011

Lessee's Title : AGL235105

22 The following are details of the covenants contained in the Transfer dated 5 March 1999 referred to in the Charges Register:-

Circle 33 with the intent to bind the Retained Land into whosoever hands the same may come hereby covenants with Ujima for the benefit of the Property and every part thereof to observe and perform the restrictive covenants and stipulations set out in the Sixth Schedule hereto

THE SIXTH SCHEDULE

Covenants by Circle 33

1. Nothing shall be done or permitted or suffered on the Retained Land that shall obstruct or otherwise interfere with the access and user of light and air to and for the Property
2. No caravan or heavy goods vehicle (being a vehicle over 3.5 tons in weight) shall be parked on the Retained Land nor shall any vehicle be allowed to obstruct the Private Roads or Estate Roads
3. No car, motor cycle, caravan or other vehicle shall be parked or allowed to stand on the Private Roads or the Site Roads other than for the purposes of allowing passengers to alight or board or for the purpose of carrying out maintenance work to the Property or the Building
4. No posts, wires, aerials, satellite dishes or apparatus for the reception or transmission of radio or television signals shall be erected, set up or attached to any part of the

Building or the
Retained Land save for not more than five
communal aerials and
satellite dishes or other apparatus for reception of
radio or
television signals.

5. Not to use the Retained Land or permit the same
to be used for any
illegal or immoral purpose or for any purpose
whatsoever other than
as residential dwellings

6. Not to do or permit to be done any act or thing in
or upon the
Retained Land or any part thereof which may grow
to be a damage or
nuisance to Ujima or any of the owners and/or
occupiers of the
Property

7. Not to play or use or permit to be played or used
any piano, record
player, radio or television, loud-speaker or
mechanical instrument of
any kind so as to be audible from outside the
buildings on the
Retained Land between the hours 11pm and 7am

8. Not without previous consent in writing of Ujima
whilst it shall hold
any interest in the Property (Such consent not to
be unreasonably
withheld) to place or permit to be placed any name,
writing, drawing,
signboard or placard of any kind on the Retained
Land or in or upon
or from the external walls or any window on the
exterior of the
Building or so as to be visible from the proerty

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9. Not to hang or expose any clothes outside the windows of the Building
or permit the same to be done.
 10. Not to keep or permit to be kept any bird, dog or other animal in or
upon the Retained Land which may cause a nuisance or damage to the
owners or occupiers of any part of the Property
 11. Not to permit any vehicles, goods or articles to obstruct any part
of the Retained Land
 12. Not to leave refuse anywhere on the site except for in the dustbins or containers in the dustbin area and to keep the area clean and tidy
 13. Not without the previous consent in writing of Ujima whilst it shall
own any interest in the Property to make or permit or suffer to be
made any alterations to the structure or exterior of the Building
 14. To use the communal Gardens for the purpose of quiet recreation only
with the exception of the children's play area which should be used
for the purposes for which it is designed
 15. To comply with any regulations which Circle 33 in consultation with
Ujima may from time to time make with regard to the use and
management of the Communal Gardens or the Parking Spaces

NOTE: The Retained land is the land in this title.
The Property is the land edged red on the Transfer

plan. The Communal Gardens are shown hatched green on the Transfer plan. The Parking Spaces are shown hatched brown on the Transfer plan.