

Title Number : MX314424

This title is dealt with by HM Land Registry, Wales Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 29 FEB 2020 at 15:32:20 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: MX314424
Address of Property	: 867 to 879 (odd numbers) High Road, Tottenham, London
Price Stated	: £14,550,000 exclusive of VAT
Registered Owner(s)	: FAIRGATE TOTTENHAM LIMITED (Co. Regn. No. 10986093) of Unit 2, Lilywhite House, 782 High Road, London N17 0BX.
Lender(s)	: Laxfield Llp Laxfield Llp

## Title number MX314424

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 29 FEB 2020 at 15:32:20. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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## A: Property Register

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

### HARINGEY

- 1 (14.11.1955) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 867 to 879 (odd numbers) High Road, Tottenham, London.
- 2 The Conveyance dated 27 March 1936 referred to in the Charges Register contains the following exception and reservation:-

"Excepting and Reserving unto the Vendor and his successors in title the right to use for the drainage or sewerage of all or any part of his adjoining property all (if any) drains and sewers in or under the property hereby conveyed with power for the Vendor and his successors in title at any time hereafter to enter upon the said property for the purpose of cleansing the said drains or sewers he or they repairing and making good any damage to the said property occasioned thereby."
- 3 A Conveyance dated 30 September 1955 made between (1) The British Transport Commission (the Commission) and (2) B.R.S. (Parcels) Limited contains the following exceptions and reservation:-

"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 may hereafter be constructed under the property with full right and liberty but in common with the Company and its successors in title (and all other persons having the like right) to make connections with and drain into such sewers drains or watercourses in connection with and for the purpose of the drainage of the adjoining land of the Commission."
- 4 The Conveyance dated 30 September 1955 referred to above contains the following provision:-

"There shall not be included in this Conveyance any easement or right of support for any attachments to the Commissions adjoining land or any easement 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 and there shall be reserved to the Commission the right at any time to erect or suffer to be erected any buildings or other erections and to alter any buildings or other erection now or hereafter to be erected 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 on or may be erected upon the property and any access of light and air over the adjoining land of the Commission shall be deemed to be enjoyed by the licence or consent of the Commission and not as of right."

## B: Proprietorship Register

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

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## Title absolute

- 1 (24.02.2020) PROPRIETOR: FAIRGATE TOTTENHAM LIMITED (Co. Regn. No. 10986093) of Unit 2, Lilywhite House, 782 High Road, London N17 0BX.
- 2 (21.12.2017) The price stated to have been paid on 18 December 2017 for the land in this title and in AGL284038, AGL284039, AGL284040, AGL284041, AGL284042 and AGL284043 was £14,550,000 exclusive of VAT.
- 3 (24.04.2018) A Transfer to a former proprietor of the land in this title and other land dated 18 December 2017 made between (1) Fairgate Developments Limited and (2) Stanhope Tottenham Ltd contains purchaser's personal covenants.

*NOTE: Copy filed under AGL284038.*

- 4 (18.05.2018) RESTRICTION: No disposition of the registered estate 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 4 May 2018 in favour of Laxfield Llp referred to in the Charges Register or their conveyancer.
- 5 (16.10.2019) The proprietor's address for service has been changed.
- 6 (24.02.2020) RESTRICTION: No disposition of the registered estate 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 20 February 2020 in favour of Laxfield Llp referred to in the Charges Register.

## C: Charges Register

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

- 1 A Conveyance dated 21 April 1897 made between (1) Joseph William Baxendale and others and (2) Henry William Roberts contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted blue on the title plan dated 31 October 1927 made between (1) Arthur Wiggerham (Vendor) (2) Carter Paterson & Co. Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land tinted pink on the title plan dated 27 March 1936 made between (1) Arthur Wiggerham (Vendor) (2) Carter Peterson & Co. Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 An Agreement dated 14 May 1982 made between (1) Fairview Estates (Investments) Limited and (2) J. Sainsbury PLC for the grant of leases and underleases upon the terms therein mentioned.

*NOTE: Copy filed.*

- 5 The parts of the land affected thereby are subject to the following rights granted by a Lease dated 24 August 1988 of an electricity sub-station referred to in the Schedule of Leases:-

"TOGETHER with full right and liberty for the Board and all persons authorised by it in common with the Lessor and all persons having the like right to pass and repass at all times and for all purposes with or without vehicles to and from the demised land over and along the land shown cross hatched black and shown by a black dot screen on the said site plan TOGETHER ALSO with full right and liberty subject as hereinafter provided for the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the said land shown cross hatched black and the land shown diagonally hatched black on the said site plan and to enter thereon and break up the surface thereof so far as reasonably necessary from time to time for the purpose of laying and thereafter as occasion shall require for the purpose of relaying repairing maintaining altering and removing the said electric cables and lines and conduits or pipes PROVIDED ALWAYS that during the

## C: Charges Register continued

exercise of such rights the Board will take all reasonable and practicable steps to ensure that continuous access is maintained for the Lessors tenants J Sainsbury PLC and their agents licensees and customers to its service area and car park AND TOGETHER ALSO with full right and liberty for the Board to open the gates and door referred to at Clause 3(2) hereof outwards over the said land shown cross hatched black and shown by a black dot screen on the said site plan PROVIDED ALWAYS that the access into the said car park shall not thereby be materially obstructed (all which said rights are together hereinafter referred to as "the said rights") the Board in the exercise of the said rights not causing unnecessary damage to the said land or restoring the surface thereof as far as practicable to its former condition."

NOTE: The land cross hatched black and the black dot screen referred to is tinted mauve hatched blue and tinted mauve respectively on the title plan. The land diagonally hatched black is hatched blue on the title plan. The gate and door referred to are on the southern and eastern boundaries of the land in this title.

- 6 By a Deed of Rectification dated 1 March 1985 made between (1) Fairview Estates (Investments) Limited and (2) J Sainsbury plc the electricity substation numbered 1 in blue on the title plan was excluded from the Leases dated 24 February 1984 mentioned above and the terms of the said Leases were varied.

NOTE: Copy filed under NGL485379.

- 7 (29.12.2004) 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.

- 8 (18.05.2018) REGISTERED CHARGE contained in a Debenture dated 4 May 2018 affecting also other titles.

NOTE: Charge reference AGL284038.

- 9 (18.05.2018) Proprietor: LAXFIELD LLP (LLP Regn. No. OC420484) of 9 South Street, London W1K 2XA.

- 10 (18.05.2018) The proprietor of the Charge dated 4 May 2018 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.

- 11 (24.02.2020) REGISTERED CHARGE contained in a Debenture dated 20 February 2020 affecting also other titles.

NOTE: Charge reference AGL284038.

- 12 (24.02.2020) Proprietor: LAXFIELD LLP (LLP Regn. No. OC420484) of 9 South Street, London W1K 2XA.

- 13 (24.02.2020) The proprietor of the Charge dated 20 February 2020 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.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 21 April 1897 referred to in the Charges Register:-

The Purchaser will within one month from the date hereof erect and maintain until the erection by the Vendors of the wall buildings or erections hereinafter mentioned a post and wire or other sufficient fence to define the boundary of the land comprised in the said hereinbefore in part recited Indenture which will belong to the respective parties after the execution hereof The Purchaser shall not within the written consent of the Vendors carry on or permit to be carried on upon the premises hereby conveyed or upon any part thereof any trade or business of a like character to that of the Vendors which is that of Town Carmen and Railway Carriers and Contractors The Vendors do hereby on behalf of themselves their heirs and assigns that if the

## Schedule of restrictive covenants continued

Vendors their heirs or assigns shall hereafter be desirous of erecting any wall or other buildings or erections against the said boundary of their land the wall of the sale shall not exceed in height 23 feet from the level of the ground and no other building or erection whatsoever shall be erected at a greater height than 23 feet nearer than 20 feet from the said boundary The Purchaser being at liberty to use the said walls buildings or erections for any lean to building he may wish to erect against the same and the Vendors are not to make any windows or other openings in the said wall buildings or erections against the boundary as aforesaid.

- 2 The following are details of the covenants contained in the Conveyance dated 31 October 1927 referred to in the Charges Register:-

"The Purchasers hereby further covenant with the Vendors That they the Purchasers will not erect boundary walls or any building erection or fence of a height exceeding forty feet from the level of the ground on the sides of the land marked "T" and that no other buildings or erections whatsoever shall be erected at a greater height than forty feet nearer than ten feet from the said boundary And will not make any windows or other openings in the said wall against the boundary as aforesaid."

NOTE: The 'T' marks affect the western and northern boundaries of the land in this title.

- 3 The following are details of the covenants contained in the Conveyance dated 27 March 1936 referred to in the Charges Register:-

"The Purchasers with the intent that this covenant shall be binding so far as may be upon the owner for the time being of the property hereby conveyed but so that the Purchasers shall not be personally liable after they shall have parted with all interest in the said property hereby for themselves and their successors in title covenant with the Vendors as follows:-

(a) Not to erect boundary walls or any building erection or fence of a height exceeding twenty feet from the level of the ground on the North boundary of the land and lying between the points marked "A" and "B" on the plan attached hereto and that within ten feet of the said boundary no other buildings or erections whatsoever shall be erected at a greater height than fifty feet.

(b) Not to make any windows or other openings in any wall or walls now erected facing such boundary as foreshaid"

NOTE: The points A and B have been reproduced on the title plan.

## Schedule of notices of leases

- |   |  |  |           |
|---|--|--|-----------|
| 1   | Electricity sub-station                  | 24.08.1983   | NGL470696 |
|   | 1 in blue                                | 99 years from<br>24.8.1983                                   |           |
| 2   | land and buildings                       | 24.02.1984   | NGL485379 |
|   | edged yellow adjoining 867-869 High Road | 21 years from<br>29.9.1983 and<br>19 years from<br>29.9.2004 |           |
| NOTE: The Leases dated 24 February 1984 referred to above have been determined as to the land edged brown on the title plan |  |  |           |
| 3   | 30.11.2006 869 High Road                 | 21.07.2006   | AGL160984 |
|   | 6 (part of)                              | 15 years from<br>21.7.2006                                   |           |
| NOTE: Lease comprises also other land.  |  |  |           |
| 4   | 16.05.2013 land adjoining 867 and 869    | 01.03.1985   | AGL284043 |
|   | edged brown High Road                    | 19 years from<br>26.9.2004                                   |           |

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End of register