

Party: Claimants
Witness: M Waters
Statement: First
Exhibits: "MW1" - "MW5"
Date: 14.07.23

Claim Number:

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) ELEPHANT AND CASTLE PROPERTIES CO. LIMITED
- (2) ELEPHANT AND CASTLE 990 UNI CO LIMITED
- (3) MULTIPLEX CONSTRUCTION EUROPE LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING OR REMAINING AT
THE PROPERTY DESCRIBED IN THE DETAILS OF
CLAIM WITHOUT THE CLAIMANTS' PERMISSION

Defendants

WITNESS STATEMENT OF

MICHAEL WATERS

I, MICHAEL WATERS of Multiplex Site Office, Newington Butts, London SE1 6TJ WILL SAY as follows:-

1. I am Project Director for the Elephant & Castle Town Centre redevelopment which is being undertaken by the Second Claimant.
2. I have read the Particulars of Claim and the witness statement of Stuart Sherbrooke Wortley for the Claimants. I adopt the following definitions used in the Particulars of Claim:-
 - 2.1 the Elephant & Castle Construction Site;

- 2.2 the Registered Land;
 - 2.3 the Transferred Land;
 - 2.4 the Highways Land; and
 - 2.5 the Construction Contract.
3. The Third Claimant is in physical possession of the whole of the Elephant & Castle Construction Site.
 4. I make this witness statement in support of the Claimants' application for an injunction to prevent urban explorers from trespassing on the Elephant & Castle Construction Site.
 5. Where the facts referred to in this witness statement are within my own knowledge they are true; where the facts are not within my own knowledge, I believe them to be true and I have provided the source of my information.

Background

6. I attach to this witness statement the following documents:-
 - 6.1 at "**MW1**" the title to the Registered Land;
 - 6.2 at "**MW2**" copies of the transfers of the Transferred Land;
 - 6.3 at "**MW3**" copies of the licences relating to the Highways Land (including copies of the hoarding plan and scaffolding plan which formed part of the licence applications);
 - 6.4 at "**MW4**" a site plan (which shows the location of the 5 tower cranes which are currently on site); and
 - 6.5 at "**MW5**" some recent photographs of the Elephant & Castle Construction Site. These photographs demonstrate that the Third Claimant has exclusive possession and control of the Elephant & Castle Construction Site and that as far as the boundaries are concerned:-
 - 6.5.1 the one to the east is formed by the overground Elephant & Castle railway station (and the structure which supports the railway line either side of the station). There are also some small sections of

Heras fencing between the site boundary and the arches below the railway; and

6.5.2 each of the other 3 boundaries (Walworth Road to the south, Newington Butts to the west and New Kent Road to the north) are marked by a 3.0 metre high hoarding.

7. The Construction Contract is based on the JCT Design and Build (2016). The contract sum is around £435 million.
8. The Third Claimant's right to possession of the Registered Land and the Transferred Land derives from clause 2.3 of the Construction Contract which provides:-

"2.3 On the Date of Possession possession of the site or, in the case of a Section, possession of the relevant part of the site shall be given to the Contractor who shall thereupon begin the construction of the Works or Section and regularly and diligently proceed with and complete the same on or before the relevant Completion Date. For Works insurance purposes the Contractor shall retain possession:

- 1 of the site and the Works up to and including the date of issue of the Practical Completion Statement; or*
- 2 of each Section and the relevant part of the site up to and including the date of issue of the Section Completion Statement for that section and, in respect of any balance of the site, up to and including the date of issue of the Practical Completion Statement."*

9. Clause 3.16 of the Construction Contract records the Third Claimant's obligations pursuant to the Construction (Design and Management) Regulations 2015. These obligations include the planning, management, monitoring and co-ordination of health and safety issues during the construction phase of the redevelopment. I understand that these obligations include a duty to take reasonable steps to prevent unauthorised access.

Security at the Construction Site

10. As the Court would expect, the Third Claimant takes issues of safety and security extremely seriously. We significantly exceed the minimum requirements in relation to these issues which are prescribed by the Construction (Design and Management) Regulations 2015.

11. My colleague Richard Clydesdale (employed as Perimeter Manager) prepared the Site Security Plan for the Elephant & Castle Construction Site. I am not exhibiting this document given that it includes sensitive material concerning site security.
12. I am informed by Richard Clydesdale that the principal measures which Multiplex has taken to prevent or deter urban explorers and other trespassers at the Elephant & Castle Construction Site include the following:-
 - 12.1 three entry points for authorised personnel with access control systems:-
 - 12.1.1 1 of these entry points is manned by security 24 hours a day;
 - 12.1.2 although the other 2 entry points are unmanned they are locked outside working hours. Both of them have 2.0 metre high turnstiles which are operated by a swipe card.
 - 12.1.3 within the next 2 weeks, a fourth entry point for authorised personnel will be available. This will also be locked outside working hours and will have a 2.0 m turnstile which will be operated by a swipe card;
 - 12.2 three gates around the perimeter for vehicular access and the supply of materials. These gates are kept locked when not in use;
 - 12.3 security personnel 24 hours a day, 365 days a year;
 - 12.4 continuous perimeter hoardings (save for the boundary with the railway line) at 3.0 metres (with gates at the same height). There are currently 2 small sections (one on Walworth Road and the other on New Kent Road) where there is a temporary hoarding of only 2.0 metres. I understand from Richard Clydesdale that work is in hand to restore these to 3.0 metres;
 - 12.5 anti-climb measures on all tower cranes (each is fitted with a lockable metal ladder hatch and anti-climb mesh);
 - 12.6 24 hour monitored closed circuit television (including coverage of the full site boundary and the crane bases).
13. A company called Frankton advises Multiplex on security issues and provides us with security personnel and equipment.

14. I am satisfied that all sensible precautions that could be taken to prevent urban explorers from gaining access to the Elephant & Castle Construction Site have been taken by the Second Claimant but ultimately it is only practicable to make a construction site difficult to access (not impregnable).

The reasons for seeking an injunction

15. As noted in Mr Wortley's witness statement, Multiplex has previously applied for a number of injunctions to restrain trespass by urban explorers at major construction sites in London.
16. Multiplex does not automatically seek injunctions on all of its construction sites. It undertakes an assessment of the threat to each site and only applies for an injunction where that threat is sufficiently obvious and immediate to warrant seeking the Court's assistance.
17. During 2022, there were no incidents of trespass which prompted Multiplex to be concerned that the Elephant & Castle Construction Site was exposed to the risk of trespass by urban explorers. Although the 5 tower cranes have been in place for several months, we considered that the location was sufficiently removed from central London that it might not attract interest.
18. I am informed by Frankton that there have been 6 recent incidents involving trespass on the Elephant & Castle Construction Site which have forced us to reconsider this position:-
 - 18.1 on 16 March 2023, an individual (who may well have been drunk) gained access by climbing over the New Kent Road hoarding. The individual did not remain on the site for very long and used a ladder to climb back over the hoarding. The incident was only noted by Frankton on reviewing CCTV footage afterwards. In isolation, this incident would not have prompted us to apply for an injunction;
 - 18.2 on 15 April 2023, 3 individuals gained access by climbing over a Heras fence which separates the site from the arches below the overground railway at Elephant & Castle station. All 3 appeared to be urban explorers as (despite being unauthorised) they wore high-visibility vests. I understand from Stuart Wortley that this is a common tactic used by

urban explorers (to give a false impression to security teams that they are authorised contractors). The 3 individuals were intercepted by Frankton after which they climbed back over the hoarding;

- 18.3 on 18 May 2023, an individual gained access by climbing over the Walworth Road hoarding. It is unclear whether or not he was an urban explorer. He left the site by climbing back over the hoarding;
 - 18.4 on 5 June 2023, an individual gained access by climbing over the New Kent Road hoarding. This was observed on the CCTV system and the individual was intercepted by Frankton security guards who took him to the security reception where he was arrested by the police. I doubt whether he has been charged with any offence and I do not know his name;
 - 18.5 on 11 June 2023, there were 2 separate incidents of trespass by urban explorers wearing black hoodies / balaclavas. In the first incident 4 individuals gained access by climbing down from one of the overland train station platforms. In the second incident 2 individuals gained access over Walworth Road hoarding. In both instances, the Frankton security team intercepted the individuals who escaped by climbing over the Walworth Road hoarding.
19. I have been informed by Mr Wortley that, in his experience, urban explorers understand the effect of injunctions and generally avoid sites which are protected by way of an injunction. Mr Wortley's experience is that such injunctions have proved to be a genuine and effective deterrent. At least the more experienced protagonists are aware of the potential serious penalties which a breach could involve, particularly since Mr King-Thompson was given a 6 month sentence for contempt of court for climbing The Shard in breach of an injunction in October 2019.
 20. The risks and potential consequences if / when urban explorers do enter a construction site are obviously very significant:-
 - 20.1 any trespasser, but particularly an urban explorer, would expose themselves to significant dangers despite the steps we have already taken to reduce risk as far as possible. As I have already said, construction sites contain greater levels of potential risk than other sites. Many of the activities which urban explorers engage in whilst on site are inherently

dangerous. For example, it is obviously unsafe to climb a tower crane without any safety equipment;

20.2 the activity is potentially also dangerous for other people, including the Claimants' employees or contractors and for the emergency services and others who would have to come to their assistance should they get into difficulty;

20.3 I have watched a number of urban explorer videos involving construction sites. It is obvious from them that the protagonists show little regard for their own safety or awareness of, or concern for, the risk which they are exposing themselves to. The Claimants have no confidence that anyone trespassing on the Elephant & Castle Construction Site would prioritise their own safety, or that of others;

20.4 Another obvious feature of urban exploring videos is the fact that, when urban explorers are challenged by security, they often run away (and sometimes make a feature of evading security in their videos). It is obvious that people seeking to escape capture on a site will be taking even less care for their own safety (and that of others) as they do so;

20.5 although it is very much a secondary concern for the Claimants, the financial impact of urban exploring is potentially significant. Tower cranes which are known to have been climbed have then to be checked with potential consequential delays to work on the site. If anyone were injured on the site, at least that area, and possibly the site as a whole, would have to be closed down to allow authorities to investigate. Any such interruptions on a project of this scale and complexity is potentially financially significant and, of course, the Claimants would not expect to be practicably able to recover such losses from anyone. However, I stress the Claimants' primary objective in seeking this injunction is to preserve the safety of everyone at the Construction Site.

21. I believe that these risks can only be practically addressed by successfully dissuading urban explorers from trespassing at all, and I believe that the only way of achieving that is with the Court's assistance through the grant of an injunction.

22. The Order which the Claimants seek is framed so that it would prevent only activity which is a trespass and which I am advised is therefore inherently unlawful. I have no reason to believe that the Elephant & Castle Construction Site is likely to

be the target of protest of any kind, or that there is any other reason why the Court might be concerned that the injunction might interfere with some activity which is worthy of protection. I therefore cannot envisage any way in which someone might be adversely affected by the grant of this injunction in relation to their own lawful activities.

23. I therefore believe that there is a real and imminent risk of an invasion of the Claimants' property rights if an injunction is not granted, and of serious injury to the Claimants (and others). Given the nature of those risks, and the nature of any likely defendants, damages would clearly not be an adequate remedy to the Claimants.

Terms of the injunction

24. The terms of the draft Order only protect those parts of the Elephant & Castle Construction Site which are enclosed from time to time by hoardings. I am informed that this is a common formulation for such injunctions and that it provides significant protection against the injunction operating in an unnecessary or unjustified way:

24.1 because only areas which are enclosed within a secure perimeter are protected by the injunction, there is no risk of anyone breaching the injunction by inadvertently straying onto an open area which is, in fact, private land and so amounts to a trespass;

24.2 the injunction is inherently self-limiting in that once hoardings are removed from the site (because the need for a secure perimeter has receded) the injunction ceases to have effect. So the injunction automatically ceases when the need for it comes to an end.

25. The Court will see that the draft Order provides for notice of the injunction to be posted regularly around the site, and I am satisfied that there is no difficulty in doing so. Again, I am informed that such notices have proved an effective way of bringing injunctions to the attention of urban explorers. The notices contain a URL which will allow a potential trespasser immediately to view the order from their phone. Given the nature of this activity, and the age of those involved in it, I consider that there is no real chance that someone thinking of engaging in this activity might do so without being aware of the injunction and its terms, or might be confused about the terms of the injunction.

Undertaking in damages

26. Although I can foresee no way in which anyone affected by the injunction could suffer loss or damage, I am nevertheless authorised on behalf of the First Claimant to provide the necessary cross-undertaking to pay any sum which the Court considers appropriate to compensate the Defendant for any loss if it is subsequently determined that the Claimants are not entitled to the Order which they seek.
27. The Second Claimant's accounts for the year ending 31 December 2022 have been filed at Companies House and include the following statement:-

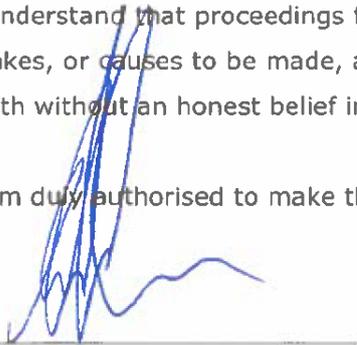
"Business Review and further developments

Multiplex delivered a strong performance in 2022, with robust project operational delivery, work-winning and earnings. The Company generated profit after tax of £18.0 million, up from £16.0 million on 2021 ... We ended the year with £67 million of cash and equivalents (2021: £15 million) and continue to operate with no external debt."

I believe that the facts stated in this Witness Statement and Exhibits are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised to make this statement on behalf of the Claimants.



Michael Waters

14 July 2023

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KING'S BENCH DIVISION

B E T W E E N

- (1) ELEPHANT AND CASTLE PROPERTIES CO. LIMITED
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Claimants

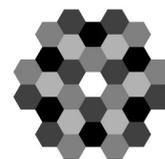
and

PERSONS UNKNOWN ENTERING OR REMAINING AT
THE PROPERTY DESCRIBED IN THE DETAILS OF
CLAIM WITHOUT THE CLAIMANTS' PERMISSION

Defendants

MW1

This is the exhibit marked "**MW1**" referred to in the Witness Statement of Michael Waters



Official copy of register of title

Title number SGL473011

Edition date 12.01.2022

- This official copy shows the entries on the register of title on 01 MAR 2022 at 16:50:36.
- 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 23 May 2023.
- 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, Telford Office.

A: Property Register

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

SOUTHWARK

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Elephant and Castle Shopping Centre, Elephant and Castle, London (SE1 6TE).

NOTE 1: The Railway Platform overhanging part of those areas edged and numbered 20 in blue on Supplementary Plan to the title plan, the stair case leading to it and the stanchions supporting it are excluded from the title.

NOTE 2: The land tinted green on the title plan is not included in the title.

- 2 The passage 37 feet 0 inches below the surface shown on the title plan under the former site of Walworth Road is excepted from the registration.
- 3 The land tinted mauve on the title plan only includes in this title the air space occupied by that portion of the emergency staircase shaft above a level of 2.28 feet Newlyn Ordnance datum.
- 4 The entirety of the retaining walls situate between the points A, B, C, D, E, F, G and H on the title plan are excluded from the title.
- 5 The Transfer dated 28 November 1962 referred to in the Charges Register contains the following provision:-

"EXCEPT AND RESERVING unto the Commission the subsoil or undersurface of the parts of the property coloured yellow on the said plan below a depth of seventy feet from street level and the railways the tunnels covered ways retaining walls girders girdering arches stanchions foundations sewers drains and other works of the Commission situate under such parts of the property."

NOTE: The land coloured yellow on plan referred to above is tinted yellow on the title plan.

- 6 Parts of the land tinted pink and tinted yellow on the title plan are subject to easements and rights in perpetuity of the London Transport Board relating to underground tunnels and works and there are excepted from this registration the space occupied by such tunnels and works and the subsoil excavated in the construction thereof.

A: Property Register continued

- 7 The Transfer dated 24 July 1986 referred to in the Charges Register contains the following provision:-

"Except and Reserving unto the Company the tunnels covered ways retained walls girders girdering arches stanchions foundations sewers drains and other works of the Company situate under those parts of the lands verged blue and mauve delineated on the said plan and thereon coloured yellow hatched black."

NOTE: Copy plan filed.

- 8 The Transfer dated 24 July 1986 referred to above contains the following provision:-

"There is not included in this Transfer any easement or right of light or air or other easement or right which would restrict or interfere with the free use by the Company or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Company (whether intended to be retained or to be sold by them) except easements of support to the buildings now being erected on the said land verged blue and mauve."

NOTE: Copy plan filed.

- 9 The land edged and numbered 20 in blue on the supplementary plan to the title plan has the benefit of the following rights granted by the Conveyance dated 24 July 1986 referred to in the Charges Register:-

"The right from time to time for themselves their servants agents and workmen with or without tools and appliances to enter on to the Board's land to maintain and reconstruct an extension to the said wall constructed on the Board's land also coloured red on the said plan and lying between the points marked A-B thereon (hereinafter called "the wall extension") PROVIDED THAT they shall give prior notice to and make arrangements with the Board's Regional Civil Engineer (Southern Region) before exercising such right."

NOTE: The wall referred to above is on the east side of the land edged and numbered 20 in blue on the Supplementary Plan to the title plan. Points A and B on the Conveyance plan are shown by points X-Y the title plan.

- 10 The Conveyance dated 24 July 1986 referred to above contains the following provision:-

THERE are not included in the Conveyance

(i) any mines or minerals under the property or any right of support from any such mines or minerals whatsoever

(ii) 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 Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them) except easements of support to the buildings now erected on the lands hereby conveyed which are granted so far as the Board have power to grant the same."

NOTE: The mines and minerals referred to are not included in this title.

- 11 A Transfer of the land tinted mauve on the title plan and numbered 1 to 17 (inclusive) in blue on the supplementary plan to the title plan and other land dated 24 July 1986 made between (1) London Residuary Body (Transferor) (2) William Willett (Elephant & Castle) Limited (Transferee) contains the following provision:-

"IT IS HEREBY DECLARED that the Transfer shall not be deemed to include and shall not operate to convey or transfer any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the Transferor adjoining or near to the property hereby conveyed."

A: Property Register continued

- 12 As to the part tinted brown on the title plan part of the subsoil which is below +1.10 feet above Newlyn Ordnance Datum to a depth of -10.4 feet above Newlyn Ordnance Datum is not included in this title.
- 13 (07.05.2020) A Deed dated 22 June 1927 affecting the land edged and numbered 1 and 2 in blue on the supplementary plan to the title plan and made between (1) Victor Joseph Smith, Marguerite Mary Smith and Reginald Stowell Smith (2) the Southern Railway Company and (3) Alfred James Gibbs relates to the erection, user and maintenance on part of the land of a column to support part of a platform.

NOTE: Copy filed under 341789.

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 (21.05.2014) PROPRIETOR: ELEPHANT AND CASTLE PROPERTIES CO. LIMITED (incorporated in British Virgin Islands) of Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110, British Virgin Islands.
- 2 (21.05.2014) The price stated to have been paid on 7 April 2014 for the land in this title and other property was £80,000,000.
- 3 (21.05.2014) A Transfer dated 7 April 2014 made between (1) Elephant and Castle Properties S.A.R.L. and (2) Elephant and Castle Properties (BVI) Co. Limited contains purchaser's personal covenants.

NOTE: Copy filed.

- 4 (01.09.2020) RESTRICTION: No disposition of the registered estate 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 4 August 2020 in favour of GL Elephant Two (Holdco) Limited referred to in the Charges Register or their conveyancer.
- 5 (29.12.2021) RESTRICTION: No transfer of the registered estate 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 certificate signed by a conveyancer that the provisions of clause 18.10 of a Development Agreement dated 23 December 2021 made between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co. Limited (4) Elephant & Castle Development UK Limited and (5) Get Living Plc have been complied with or that they do not apply to the disposition.

C: Charges Register

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

- 1 A Conveyance of the land edged and numbered 1 and 2 in blue on the supplementary plan to the title plan and other land dated 20 February 1868 made between (1) The London Chatham and Dover Railway Company (Company) and (2) Jacob Mathias contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land edged and numbered 1 and 2 in blue on the supplementary plan to the title plan is subject to the following rights reserved by the Conveyance dated 20 February 1868 referred to above:-

"Except and always reserved unto the said Company their successors and assigns full and free right of roadway and passage and liberty or ingress egress and regress for them respectively and for their respective agents Engineers servants and workmen from time to time at

C: Charges Register continued

all times hereafter to enter pass and repass into over and upon so much and such part of the said piece of land coloured yellow upon the said plan as lies within ten feet of the Roadway or Viaduct of the Railway to view and examine the state and condition of the Viaduct under the said Railway and to rebuild alter and repair the same and to make do and execute all such repairs and works for the maintenance and proper working of the Viaduct and Railway of the said Company as the same Company their successors and assigns may think proper and to bring fetch carry and make all the things and materials necessary and proper for such buildings repairs and alterations the said Company their successors and assigns doing as little damage as possible to the said Jacob Mathias his heirs and assigns and the premises which may be so entered upon as aforesaid and making fair compensation for any damage that may be done by them their workmen or servants."

NOTE: The land coloured yellow referred to is edged and numbered 1 in blue on the supplementary plan to the title plan.

3 A Conveyance of the land edged and numbered 5 in blue on the supplementary plan to the title plan dated 22 February 1868 made between (1) The London Chatham and Dover Railway Company (Vendor) and (2) James Paddon (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 A Conveyance of the land edged and numbered 4 in blue on the supplementary plan to the title plan dated 26 August 1874 and made between (1) John House and (2) Maria Judd and others contains covenants and provisions.

NOTE: No particulars filed.

5 A Transfer of the land edged and numbered 1, 2 and 6 in blue on the supplementary plan to the title plan dated 10 March 1936 made between (1) Alfred James Gibbs (Vendor) and (2) Abraham Duboff (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

6 A Transfer of the land edged and numbered 7 in blue on the supplementary plan to the title plan dated 6 August 1937 made between (1) Joseph L Collier (London) Limited (Vendor) and (2) Abraham Duboff (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

7 A Transfer of the land edged and numbered 7, 9 and 10 in blue on the supplementary plan to the title plan dated 28 November 1962 made between (1) The British Transport Commission and (2) The London County Council contains covenants details of which are set out in the schedule of restrictive covenants hereto.

8 The land edged and numbered 7, 9 and 10 in blue on the supplementary plan to the title plan is subject to the following rights reserved by the Transfer dated 28 November 1962 referred to above:-

"EXCEPT AND RESERVING as mentioned in Clause 2 hereof TO HOLD the same unto the Council in fee simple

2. THERE are reserved to the Commission

(i) the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing 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 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

(ii) the right of support from the property for the adjoining property of the Commission

(ii) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Commission

C: Charges Register continued

(iv) full right and liberty for the Commission and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (v) of this sub-clause

(v) full right and liberty for the Commission and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Commission on their adjoining or neighbouring land the Commission making good any damage occasioned by the exercise of the rights of entry reserved by paragraphs (iv) and (v) of this sub-clause."

- 9 The land tinted mauve on the title plan is subject to the following rights reserved by a Deed of Exchange dated 14 October 1969 made between (1) The London Transport Board (Board) and (2) The Greater London Council (Council):-

"Except and Reserving to the Board full right and liberty for the Board and their successors in title with or without workmen at any time or times when it shall in the opinion of the Board or their Engineer for the time being be necessary for the purpose of renewing or repairing their railway or works upon given (except in cases of emergency) to the Council or its successors in title not less than one calendar month's notice in writing of their intention in that behalf to enter upon the surface of the pavement or footway laid or to be laid over or in such air space and to break open such pavement or footway for the purpose of gaining access to the said shaft for the purpose of carrying out repairs thereto the Board making good all damage caused to the said pavement or footway or the adjoining property of the Council."

- 10 A Conveyance of the land edged and numbered 20 in blue on the supplementary plan to the title plan dated 24 July 1986 made between (1) British Railway Board (Board) and (2) William Willett (Elephant and Castle) Limited (WW) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 11 The land edged and numbered 20 in blue on the supplementary plan to the title plan is subject to the following rights reserved by the Conveyance dated 24 July 1986 referred to above:-

"There are reserved to the Board

(i) the right to retain and use their existing platform which overhangs the property and the staircase leading thereto and the stanchions supporting such platform

(ii) the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right

(iii) the right of support from the property for the adjoining property of the Board and in particular the right to have the stanchions supporting the Board's said platform supported by the projections from the said wall

(iv) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Board

(v) full right liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (iv) of this sub-clause

C: Charges Register continued

(vi) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land

(vii) a right to place cables pipes or other similar apparatus upon the top of or on the face of the said wall and to attach the said cables pipes or other apparatus to the said wall

(viii) a right to place and maintain such stanchions upon the projections from the said wall as they may think fit for the support of the platform of their station in substitution for the stanchions which are now erected upon the property in accordance with plans first submitted to WW for approval (such approval not to be unreasonably withheld) the Board making good damage to the property occasioned by the exercise of the rights reserved by paragraph (iii) (iv) (v) (vii) and (viii) of this sub-clause."

12 A Transfer of the land edged and numbered 18 in blue on supplementary plan to the title plan dated 24 July 1986 made between (1) London Underground Limited Company (2) William Willett (Elephant & Castle) Limited (WW) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

13 The land edged and numbered 18 in blue on the supplementary plan to the title plan is subject to the following rights reserved by the Transfer dated 24 July 1986 referred to above:-

"There shall be reserved to the Company

(i) 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 standing 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 or may be erected upon the said land verged blue and mauve and any access of light and air over the adjoining land of the Company shall be deemed to be enjoyed by the licence or consent of the Company and not as of right

(ii) the right of support from the said land verged blue and mauve for the adjoining property of the Company

(iii) a right of way in perpetuity with or without vehicles and apparatus at all times and for all purposes connected with the adjoining property of the Company delineated on the said plan and thereon verged green over those parts of the said land verged blue and mauve delineated on the said plan and thereon coloured yellow hatched black and coloured brown (but only where such colour is included within a blue or mauve verge line)."

NOTE: Copy plan filed.

14 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.

15 (31.01.2019) An Agreement dated 10 January 2019 made between (1) The Mayor and Burgesses of The London Borough of Southwark (2) Elephant and Castle Properties Limited and Elephant and Castle Properties Co. Limited (3) University of the Arts London (4) Deutsche Pfandbriefbank AG and (5) Transport for London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

NOTE 1:- Copy filed under 360618.

NOTE 2: The Agreement has been varied by the Deed dated 9 July 2019 referred to below.

16 (04.03.2020) A Deed dated 9 July 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Elephant and Castle

C: Charges Register continued

Properties Limited and Elephant and Castle Properties Co. Limited (3)
University of the Arts London (4) Deutsche Pfandbriefbank AG and (5)
Transport for London varies the Agreement dated 10 January 2019
referred to above.

NOTE: Copy filed under 360618.

- 17 (07.05.2020) By a Conveyance of the land edged and numbered 19 in blue on the supplementary plan dated 23 March 1908 made between (1) Henry Vassall D'Esterre (Vendor) and (2) Charles Barnard (Purchaser) the land was conveyed subject to the following exceptions and reservations:-

"Except and always reserved unto the Vendor and the Ecclesiastical Commissioners for England and the London Chatham and Dover Railway Company respectively their respective successors and assigns but as to the said Commissioners their successors and assigns only until they shall have Conveyed to the said Company their reversionary estate and interest in the site of the railway and arches adjoining the hereditaments intended to be hereby conveyed full and free right of roadway and passage and liberty of ingress and regress for each of them respectively and for their respective agents engineers servants and workmen from time to time and at all times hereafter to enter pass and repass into over and upon so much and such part of the said piece of land and premises hereinbefore expressed and intended to be hereby conveyed as lies within ten feet of the roadway or viaduct of the said railway to view and examine the state and condition of the viaduct and arches under the said railway and to rebuild alter and repair the same and to make do and execute all such buildings repairs and works for the maintenance and proper working of the viaduct and railway of the said Company as the said Commissioners and the said Company respectively their respective successors and assigns may think proper and to bring fetch carry and make all the things and materials necessary and proper for such buildings repairs and alterations the said Commissioners and the said Company respectively their respective successors and assigns doing as little damage as possible to the Purchaser his heirs and assigns and the premises which may be so entered upon as aforesaid and making fair compensation for any unavoidable damage that may be done by them respectively And also excepting and reserving unto the Vendor full right and liberty at all times and for all purposes in addition to the above to pass and repass over and upon so much of the said land as lies between ten feet of the roadway or viaduct and arches under the said railway for the purpose of the proper use and full enjoyment of the arches belonging to him under the said railway."

The said Conveyance also contains the following covenant -

"And the Purchaser doth hereby covenant with the Vendor that he the Purchaser will not at any time hereafter obstruct or hinder the right of roadway or passage or any of the liberties or easements hereinbefore expressed or reserved or erect any building of any kind whatsoever within ten feet of the roadway or viaduct of the railway of the said Company without the permission of the Vendor and the General Manager for the time being of the Company their successors and assigns first had and obtained.

- 18 (07.05.2020) The land is subject to a right contained in a Deed dated the 6th of August 1924 made between Charles Barnard Henry William D'Esterre and Abbondio Parravicini that there was reserved unto the said Charles Barnard the free passage and running of water and soil coming from any other buildings and land of the said Charles Barnard and his tenants by and through the channels and drains of the land in this title or any part or parts thereof.

- 19 (07.05.2020) Agreement dated 5 May 1933 made between The Ecclesiastical Commissioners for England and Elephant & Castle Theatre Limited as to window openings.

NOTE: Copy filed under 151015.

- 20 (01.09.2020) REGISTERED CHARGE contained in a Debenture dated 4 August 2020 affecting also other titles.

NOTE: Charge reference 214298.

C: Charges Register continued

- 21 (01.09.2020) Proprietor: GL Elephant Two (Holdco) Limited (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey.
- 22 (03.11.2020) By a Deed dated 27 October 2020 made between (1) Network Rail Infrastructure Limited and (2) Elephant And Castle Properties Co. Limited the covenants contained in the Conveyances dated 20 February 1868 and 22 February 1868 referred to above were released so far as they relate to land within 10 feet of the roadway (but not within 10 feet of the viaduct), and the right of way over land within 10 feet of the roadway reserved by the Conveyance dated 23 March 1908 referred to above and the associated covenants not to obstruct that right of way or erect buildings on the said land, were respectively released as therein mentioned.
- NOTE: -Copy filed.*
- 23 (03.11.2020) The land is subject to any rights that are granted by a Deed dated 27 October 2020 made between (1) Elephant And Castle Properties Co. Limited and (2) Network Rail Infrastructure Limited and affect the registered land.
- NOTE: Copy filed.*
- 24 (23.04.2021) The parts of the land affected thereby are subject to the rights granted by the Lease of the first floor and above at University Campus and by the Lease of the part of the basement and ground floor at Univeristy Campus dated 19 March 2021 referred to in the schedule of leases hereto.
- NOTE: Copy lease filed under TGL562422.*
- 25 (23.12.2021) RESTRICTION: No Transfer by the proprietor of the registered charge dated 4 August 2020 referred to above is to be registered without a certificate signed by a conveyancer that the provisions of clause 4.1(b) of the Deed of Covenant dated 23 December 2021 made between (1) GL Elephant Two (Holdco) Limited (2) London Underground Limited (3) Transport for London and (4) Elephant and Castle Properties Co. Limited have been complied with or that they do not apply to the disposition.
- 26 (23.12.2021) UNILATERAL NOTICE affecting subsoil beneath the land edged and numbered 1 in brown on the title plan with the upper level of minus 8.025 metres and the lower level of minus 27.875 metres Ordnance Survey Datum in respect of an agreement for sale contained in an agreement dated 23 December 2021 made between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co Limited (4) Elephant & Castle Development UK Limited and (5) Get Living Plc.
- 27 (23.12.2021) BENEFICIARY: London Underground Limited (Co. Regn. No. 10900907) of 5 Endeavour Square, London E20 1JN.
- 28 (23.12.2021) UNILATERAL NOTICE affecting the land at and below ground floor level shown edged and numbered 2 in brown on the title plan in respect of an agreement for lease contained in an agreement dated 23 December 2021 made between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co Limited (4) Elephant & Castle Development UK Limited and (5) Get Living Plc.
- 29 (23.12.2021) BENEFICIARY: London Underground Limited (Co. Regn. No. 01900907) of 5 Endeavour Square, London E20 1JN.
- 30 (23.12.2021) UNILATERAL NOTICE affecting Vent Shaft Chamber at the land edged and numbered 3 in brown on the title plan with the lowest point being minus 3.895 Ordnance Survey Datum in respect of an agreement for lease contained in an agreement dated 23 December 2021 made between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co Limited (4) Elephant & Castle Development UK Limited and (5) Get Living Plc.
- 31 (23.12.2021) BENEFICIARY: London Underground Limited (Co. Regn. No. 01900907) of 5 Endeavour Square, London E20 1JN.
- 32 (12.01.2022) By a Deed dated 23 December 2021 made between (1) Elephant And Castle Properties Co. Limited (2) Elephant And Castle 990 Uni Co Limited and (3) E&C Manco Limited the terms of the lease dated 19 March

C: Charges Register continued

2021 of basement and ground floor at University Campus, Elephant & Castle, London and a lease of the first floor and above at University Campus, Elephant & Castle, referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under TGL562422.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 20 February 1868 referred to in the Charges Register:-

"The said Jacob Mathias doth hereby for himself his heirs executors administrators and assigns covenant with the said Company their successors and assigns that the said Jacob Mathias his heirs or assigns shall not at any time hereafter erect any building of any kind whatsoever upon the said piece of land coloured yellow upon the said plan drawn in the margin of these presents within ten feet of the Roadway or Viaduct of the Railway of the said Company And further that the said Jacob Mathias his heirs or assigns shall not at any time hereafter obstruct or hinder the rights of road way or passage or any of the liberties or easements hereinbefore excepted or reserved."

NOTE: The land coloured yellow referred to above is edged and numbered 1 in blue on the supplementary plan to the title plan.

- 2 The following are details of the covenants contained in the Conveyance dated 22 February 1868 referred to in the Charges Register:-

"THE said James Paddon doth hereby for himself his heirs executors and assigns covenant with the said Company their successors or assigns that he the said James Paddon his heirs or assigns will not erect or build any erections or buildings of any kind whatsoever within ten feet of the Roadway or Viaduct of the Railway of the said Company without the permission of the said Company their successors or assigns first had and obtained."

- 3 The following are details of the covenants contained in the Transfer dated 10 March 1936 referred to in the Charges Register:-

"The Purchaser for himself his executors administrators and assigns the owner or owners for the time being of the land comprised in the said title hereby covenant with the Vendor his executors administrators and assigns that no part of the premises or any building now or hereafter to be erected thereon shall be used for carrying on the trade or business of a dyer cleaner and valet service or any branch of such business and in case the said premises of the Purchaser or any part thereof shall at any time during the term of seven years from the 10th day of March 1936 be sold conveyed demised or otherwise disposed of by the Purchaser or become vested in any other person or persons whomsoever this covenant shall be operative and binding upon every such person or persons and shall be enforceable by the Vendor and his assigns against all persons hereafter claiming any estate or interest in any part of such adjoining property that of the Vendor."

NOTE: The title number referred to above is 341789.

- 4 The following are details of the covenants contained in the Transfer dated 6 August 1937 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor that the Property hereby transferred shall not be used at any time hereafter by the Purchaser his heirs executors administrators or assigns for the purpose of or carrying on business thereon of a ladies and childrens outfitter or draper including the sale of ladies' hats millinery dresses costumes coats knitwear underwear skirts blouses corsets gloves hosiery stockings and wearing apparel and also all classes of childrens wearing apparel and further that the property shall not be used during the lifetime of the Purchaser for the sale of household furniture furnishings and fittings But nothing herein contained shall be deemed to prevent or restrict the property being used for the business or trade of a ladies' hairdresser or for the sale of boots and shoes."

Schedule of restrictive covenants continued

5 The following are details of the covenants contained in the Transfer dated 28 November 1962 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Commission as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owner or owners for the time being of the property or any part thereof in whosoever hands the same may come the Council hereby covenants with the Commission as follows:-

(i) That no buildings or works other than main drainage works carried out by the Council under Section 28 of the Public Health (London) Act 1936 shall be constructed or carried out in under or over the property within a distance of ten feet in plan of the Commission's adjoining railway viaduct

(ii) Before:-

(a) commencing the construction or carrying out in under or over the property any buildings or works other than the said main drainage works within a distance of fifty feet in plan of the boundaries of the parts of the properties coloured yellow on the said plan or

(b) commencing any works of excavation other than in connection with the said main drainage to a depth equal to or exceeding the distance between the nearest point of the said works to the Commission's adjoining railway viaduct and the said viaduct

the Council will submit to the Engineer appointed by the Commission for his reasonable approval proper and sufficient plans sections and particulars of any such proposed buildings or works and comply with any modification in the method of construction of such buildings or works which may reasonably be necessary and permit the said Engineer to inspect the said buildings or works at all reasonable times during their construction Provided always that if the said Engineer shall not within twenty-eight days after the submission to him of any plans sections or particulars signify his disapproval thereof and the grounds of such disapproval he shall be deemed to have approved the same

(iii) In the event of any development to be carried out by the Council under its Elephant and Castle Development Scheme making it necessary for the Commission's proposed ventilation tower on the land verged blue on the said plan to be built to a greater height than thirty feet the Council will pay to the Commission on demand the amount (as certified by the said Engineer) of all additional costs and expenses thereby incurred by the Commission Provided that the said Engineer shall if so required by the Council produce to its vouchers or other evidence in support of his certificate."

NOTE: The land coloured yellow referred to in Clause (ii) above is similarly tinted yellow on the filed plan and the land verged blue is edged and numbered 18 in blue on the supplementary plan to the title plan.

6 The following are details of the covenants contained in the Conveyance dated 24 July 1986 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the property or any part thereof in whosoever hands the same may come WW hereby covenants with the Board as follows

(1) Not at any time

(a) Without previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto and

(b) Without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose to erect or add to any building or structures or to execute any works on any part of the property

Schedule of restrictive covenants continued

(2) Forthwith to erect and at all times thereafter to maintain to the satisfaction of the Board kerbing and fences of a design to be approved by the Board between the points marked A and C on the said plan

(3) To maintain and from time to time renew to the satisfaction of the Board for the purpose of supporting the works of the Board mentioned in Clause 2(B)(iii) hereof the said wall and wall extension with projections for the support of the stanchions hereinbefore mentioned in the position shown by the red line on the said plan If the said wall and wall extension is at any time out of repair the Board shall be entitled to enter upon the property and effect repairs to the said wall or renew the same and for the purpose of facilitating the execution of such works to close to traffic the ramp intended to be constructed or caused to be constructed by WW on the property and the costs incurred by the Board in exercising the rights created by this clause shall be repaid by WW to the Board on demand."

NOTE: The points marked A B and C on the plan referred to above are shown by points X-Y-Z on the title plan.

7 The following are details of the covenants contained in the Transfer dated 24 July 1986 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Company as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the said land verged blue and mauve or any part thereof into whosoever hands the same may come WW hereby covenants with the Company as follows

(1) Not at any time without previously submitting detailed plans and sections thereof to the Company and without complying with such reasonable conditions as the Company shall deem it necessary to impose to execute any foundation works on any part of the said land verged blue and mauve within a distance of fifty feet of the ventilation shaft on the adjoining land of the Company

(2) Forthwith to make up the satisfaction of the Company the land coloured brown (including those parts within the blue and mauve verge) green and yellow hatched black on the said plan as an accessway or road for the purpose mentioned in Clause 6(a) hereof and thereafter to maintain the same for the like purpose to the like satisfaction."

NOTE: Copy plan filed.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	23.04.2021 Edged and numbered 2 in yellow	First Floor and above at University Campus Elephant & Castle	19.03.2021 From 19.3.2021 to 21.12.3010	TGL562422

NOTE 1: These leases take effect as concurrent leases in relation to the lease identified above.

NOTE 2: See entry in the Charges Register relating to the rights granted by this lease.

NOTE 3: The leases include also other land.

NOTE 4: See entry in the Charges Register relating to a Deed of Variation dated 23 December 2021.

2	23.04.2021 Edged and numbered 2 in yellow	Part of the basement and ground floor at University Campus, Elephant & Castle	19.03.2021 from 19.3.2021 to 31.12.3010	TGL562422
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NOTE 1: These leases take effect as concurrent leases in relation to

Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	the lease identified above.		

NOTE 2: See entry in the Charges Register relating to the rights granted by this lease.

NOTE 3: The leases include also other land.

NOTE 4: See entry in the Charges Register relating to a Deed of Variation dated 23 December 2021

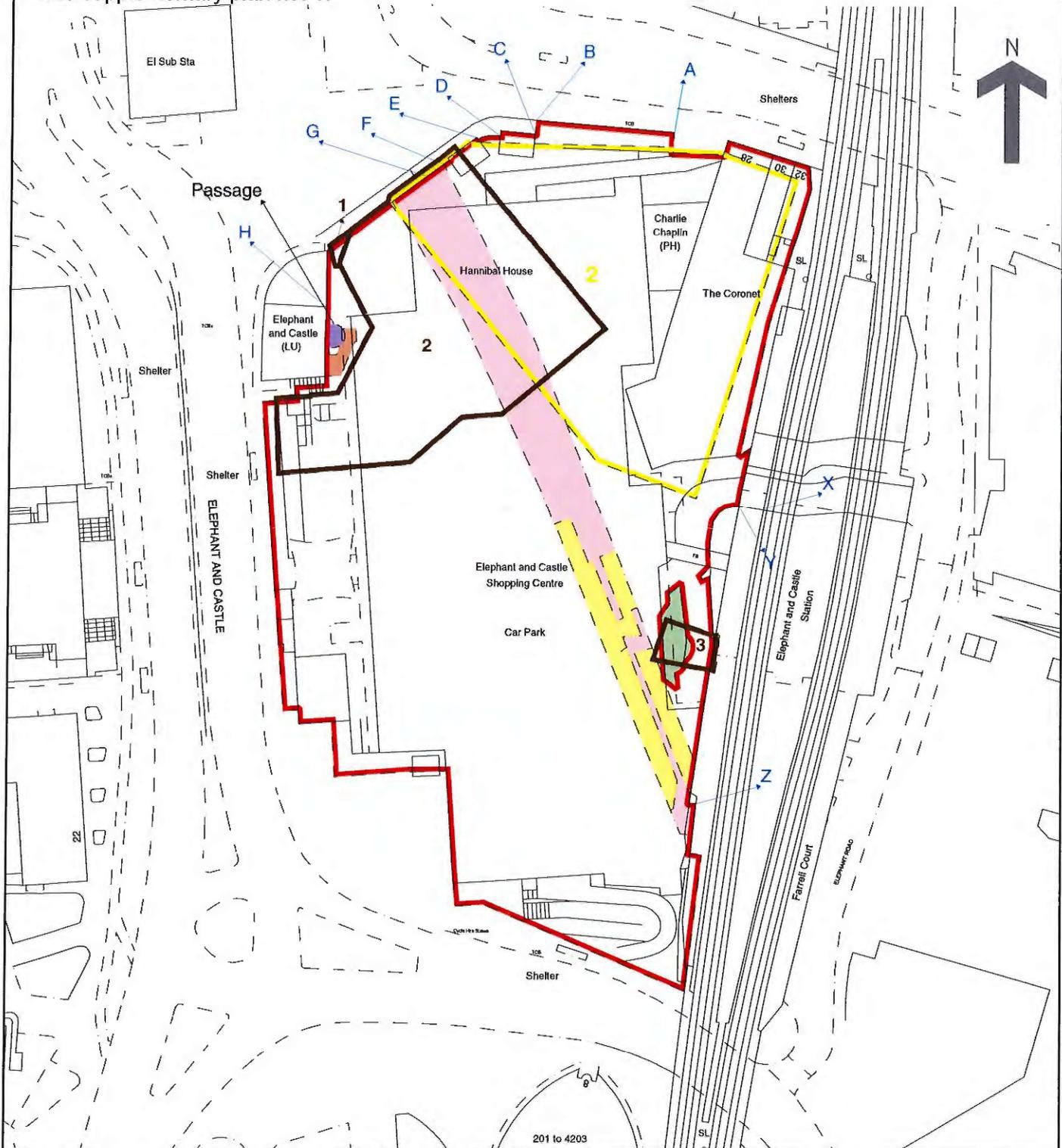
End of register

HM Land Registry Official copy of title plan

Title number **SGL473011**
Ordnance Survey map reference **TQ3278NW**
Scale **1:1250**
Administrative area **Southwark**



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The land tinted green is not included in this title.
See supplementary plan no. 1.



This official copy issued on 23 May 2023 shows the state of this title plan on 1 March 2022 at 16:50:36.

It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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



0412005003



Official copy of register of title

Title number TGL554072

Edition date 07.10.2021

- This official copy shows the entries on the register of title on 01 MAR 2022 at 16:50:35.
- 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 29 Jun 2023.
- 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, Telford Office.

A: Property Register

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

SOUTHWARK

- 1 (04.11.2020) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying south of New Kent Road, London (SE1 6TJ).

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 possessory

- 1 (04.11.2020) PROPRIETOR: ELEPHANT AND CASTLE PROPERTIES CO. LIMITED (incorporated in British Virgin Islands) of Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110, British Virgin Islands.
- 2 (04.11.2020) The value stated as at 4 November 2020 was £10,000.

C: Charges Register

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

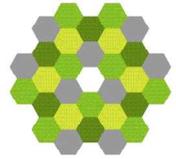
- 1 (04.11.2020) The land is subject to such restrictive covenants as may have been imposed thereon before 4 November 2020 and are still subsisting and capable of being enforced.
- 2 (07.10.2021) The land is subject to the easements granted by two leases both dated 19 March 2021 made between (1) Elephant And Castle Properties Co. Limited (2) Elephant & Castle 990 Uni Co Limited and (3) E&C Manco Limited for a term of years commencing on 19 March 2021 and ending on 21 December 3010.

NOTE:-Copies filed under TGL562422.

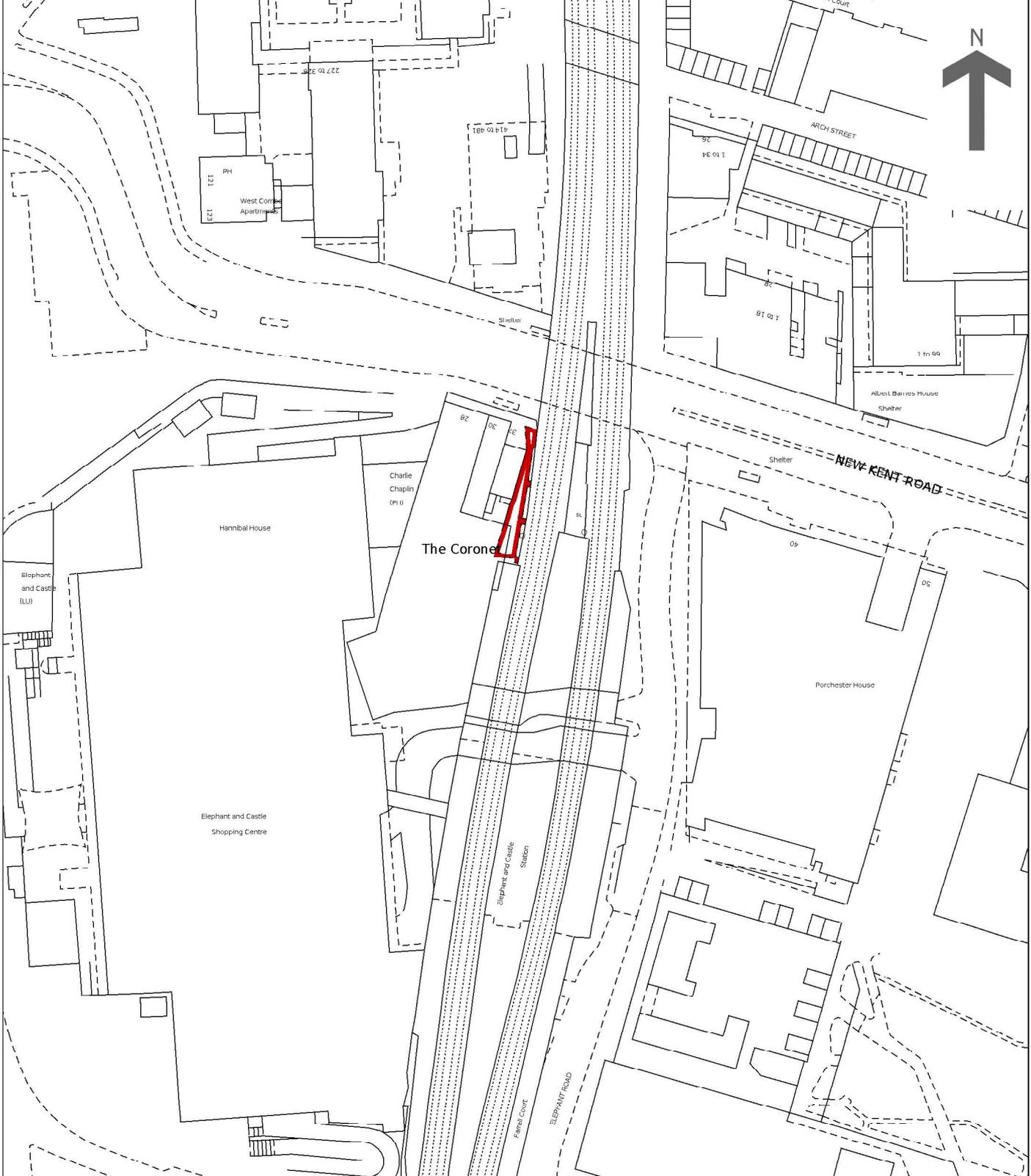
End of register

HM Land Registry
Official copy of
title plan

Title number **TGL554072**
Ordnance Survey map reference **TQ3279SW**
Scale **1:1250**
Administrative area **Southwark**



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Official copy of register of title

Title number TGL562422

Edition date 12.01.2022

- This official copy shows the entries on the register of title on 29 JUN 2023 at 15:39:13.
- 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 29 Jun 2023.
- 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, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

SOUTHWARK

- 1 (23.04.2021) The Leasehold land which lies within the area shown edged with red on the plan of the above Title filed at the Registry. Short particulars of the land and of the leases under which the land is held are contained in the Property Register Schedule hereto.
- 2 (23.04.2021) The entirety of the retaining walls situate between the points A, B, C, D, E, F, G and H on the title plan are excluded from the title.
- 3 (23.04.2021) The title includes any legal easements referred to in clause LR11.1 of the registered leases but is subject to any rights that are granted or reserved by the leases and affect the registered land.

NOTE 1: The easements granted in the leases are included in the title only so far as they are capable of subsisting at law and relate to the land comprised in the landlord's titles SGL473011 and TGL554072 at the date of the grant of the lease.

NOTE 2:- The rights granted by the leases are in part granted over land which is subject to leases and some are consequently not binding on the lessees of the land demised by those leases.

NOTE 3:- The rights granted by the registered leases are in part granted over title number TGL554072 first registered with possessory title on 4 November 2020 and are consequently not binding on any right or interest adverse to or in derogation of the title of the first registered proprietor of that title.

- 4 (23.04.2021) A Transfer of the freehold estate in the land in this title (other than the land tinted blue on the title plan) and other land dated 24 July 1986 made between (1) London Residuary Body (Transferor) (2) William Willett (Elephant & Castle) Limited (Transferee) contains the following provision:-

"IT IS HEREBY DECLARED that the Transfer shall not be deemed to include

A: Property Register continued

and shall not operate to convey or transfer any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the Transferor adjoining or near to the property hereby conveyed."

- 5 (23.04.2021) The Leases prohibit or restrict alienation.
- 6 (23.04.2021) Parts of the land tinted pink on the title plan are subject to easements and rights in perpetuity of the London Transport Board relating to underground tunnels and works and there are excepted from this registration the space occupied by such tunnels and works and the subsoil excavated in the construction thereof.
- 7 (23.04.2021) The landlord's title is registered.
- 8 (09.12.2021) A new title plan based on the latest revision of the Ordnance Survey Map with an amended extent has been prepared.
- 9 (12.01.2022) By a Deed dated 23 December 2021 made between (1) Elephant And Castle Properties Co. Limited (2) Elephant And Castle 990 Uni Co Limited and (3) E&C Manco Limited the terms of the registered lease were varied.

NOTE: Copy Deed filed.

Schedule of short particulars of the land and of the leases under which the land is held

- 1 Property description: First floor and above at University Campus, Elephant & Castle, London
Date of lease : 19 March 2021
Parties : (1) Elephant And Castle Properties Co. Limited
(2) Elephant & Castle 990 Uni Co Limited
(3) E&C Manco Limited
Term : commencing on 19 March 2021 and expiring on 21 December 3010
Lessor's title : SGL473011
NOTE: The lease includes also other land.
- 2 Property description: Part of the basement and ground floor at University Campus, Elephant & Castle, London
Date of lease : 19 March 2021
Parties : (1) Elephant And Castle Properties Co. Limited
(2) Elephant & Castle 990 Uni Co Limited
(3) E&C Manco Limited
Term : commencing on 19 March 2021 and expiring on 31 December 3010
Lessor's title : SGL473011
NOTE: The lease includes also other land.

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 (23.04.2021) PROPRIETOR: ELEPHANT & CASTLE 990 UNI CO LIMITED (Co. Regn. No. 12646521) of 6th Floor, Lansdowne House, Berkeley Square, London W1J 6ER.
- 2 (23.04.2021) The price, other than rents, stated to have been paid on the grant of the leases was £30,500,000 exclusive of VAT.

C: Charges Register

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

- 1 (23.04.2021) By a Conveyance of the land tinted blue on the title plan and other land dated 23 March 1908 made between (1) Henry Vassall D'Esterre (Vendor) and (2) Charles Barnard (Purchaser) the freehold estate was conveyed subject to the following exceptions and reservations:-

"Except and always reserved unto the Vendor and the Ecclesiastical Commissioners for England and the London Chatham and Dover Railway Company respectively their respective successors and assigns but as to the said Commissioners their successors and assigns only until they shall have Conveyed to the said Company their reversionary estate and interest in the site of the railway and arches adjoining the hereditaments intended to be hereby conveyed full and free right of roadway and passage and liberty of ingress and regress for each of them respectively and for their respective agents engineers servants and workmen from time to time and at all times hereafter to enter pass and repass into over and upon so much and such part of the said piece of land and premises hereinbefore expressed and intended to be hereby conveyed as lies within ten feet of the roadway or viaduct of the said railway to view and examine the state and condition of the viaduct and arches under the said railway and to rebuild alter and repair the same and to make do and execute all such buildings repairs and works for the maintenance and proper working of the viaduct and railway of the said Company as the said Commissioners and the said Company respectively their respective successors and assigns may think proper and to bring fetch carry and make all the things and materials necessary and proper for such buildings repairs and alterations the said Commissioners and the said Company respectively their respective successors and assigns doing as little damage as possible to the Purchaser his heirs and assigns and the premises which may be so entered upon as aforesaid and making fair compensation for any unavoidable damage that may be done by them respectively And also excepting and reserving unto the Vendor full right and liberty at all times and for all purposes in addition to the above to pass and repass over and upon so much of the said land as lies between ten feet of the roadway or viaduct and arches under the said railway for the purpose of the proper use and full enjoyment of the arches belonging to him under the said railway."

The said Conveyance also contains the following covenant -

"And the Purchaser doth hereby covenant with the Vendor that he the Purchaser will not at any time hereafter obstruct or hinder the right of roadway or passage or any of the liberties or easements hereinbefore expressed or reserved or erect any building of any kind whatsoever within ten feet of the roadway or viaduct of the railway of the said Company without the permission of the Vendor and the General Manager for the time being of the Company their successors and assigns first had and obtained.

- 2 (23.04.2021) The land is subject to a right contained in a Deed dated the 6th of August 1924 made between Charles Barnard Henry William D'Esterre and Abbondio Parravicini that there was reserved unto the said Charles Barnard the free passage and running of water and soil coming from any other buildings and land of the said Charles Barnard and his tenants by and through the channels and drains of the land in this title or any part or parts thereof.
- 3 (23.04.2021) Agreement dated 5 May 1933 made between The Ecclesiastical Commissioners for England and Elephant & Castle Theatre Limited as to window openings.

NOTE: Copy filed under 151015.

- 4 (23.04.2021) An Agreement dated 10 January 2019 made between (1) The Mayor and Burgesses of The London Borough of Southwark (2) Elephant and Castle Properties Limited and Elephant and Castle Properties Co. Limited (3) University of the Arts London (4) Deutsche Pfandbriefbank AG and (5) Transport for London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

C: Charges Register continued

NOTE 1:- Copy filed under 360618.

NOTE 2: The Agreement has been varied by the Deed dated 9 July 2019 referred to below.

- 5 (23.04.2021) A Deed dated 9 July 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Elephant and Castle Properties Limited and Elephant and Castle Properties Co. Limited (3) University of the Arts London (4) Deutsche Pfandbriefbank AG and (5) Transport for London varies the Agreement dated 10 January 2019 referred to above.

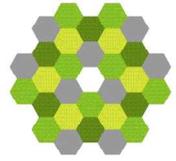
NOTE: Copy filed under 360618.

- 6 (15.06.2021) UNILATERAL NOTICE in respect of an Agreement for Sale dated 5 August 2020 made between (1) Elephant & Castle 990 Uni Co Limited (2) University of the Arts, London and (3) Elephant and Castle Properties Co. Limited.
- 7 (15.06.2021) BENEFICIARY: University of the Arts, London of 272 High Holborn, London WC1V 7EY.

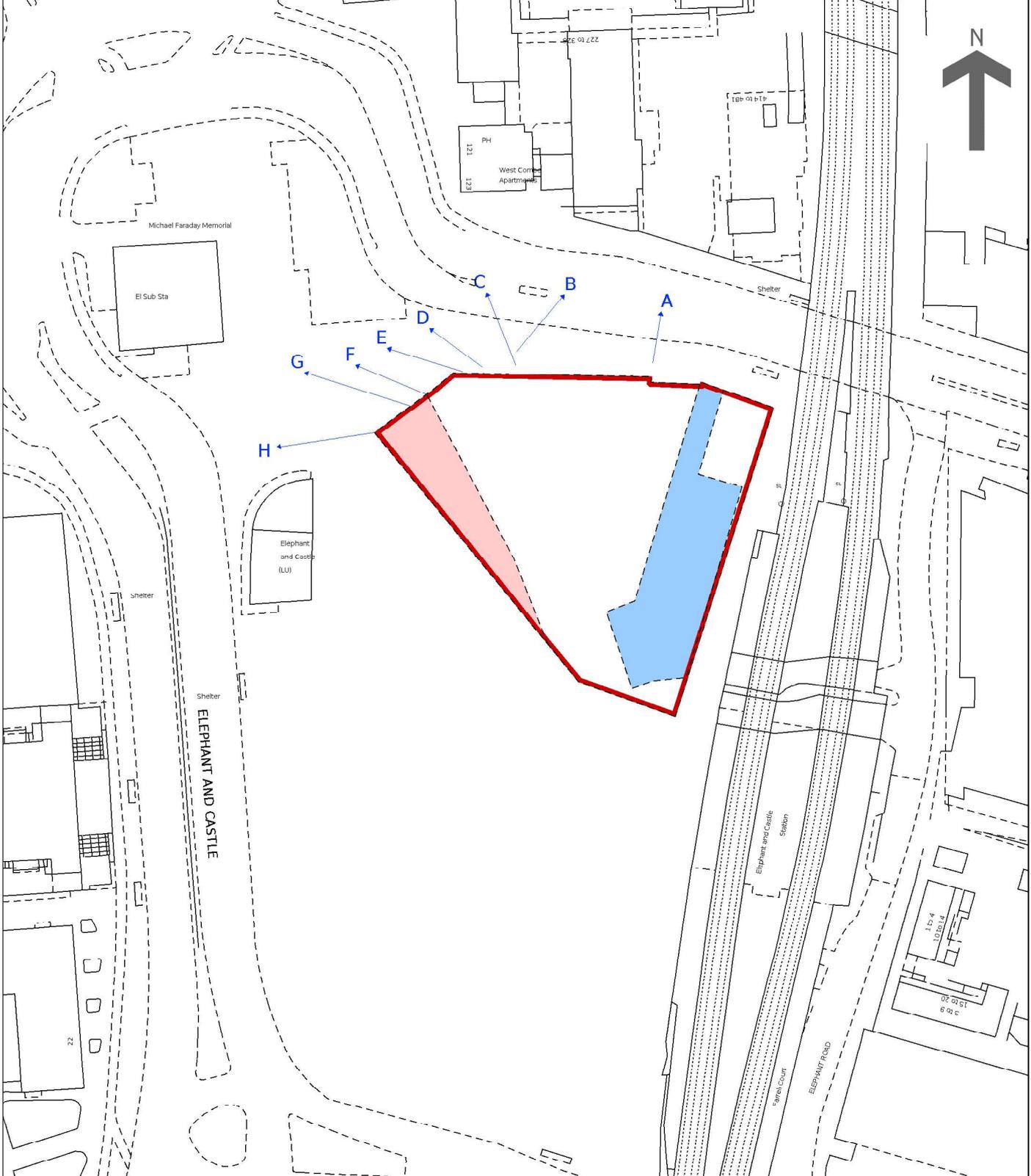
End of register

HM Land Registry Official copy of title plan

Title number **TGL562422**
Ordnance Survey map reference **TQ3279SW**
Scale **1:1250**
Administrative area **Southwark**



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Claim Number:

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) ELEPHANT AND CASTLE PROPERTIES CO. LIMITED
- (2) ELEPHANT AND CASTLE 990 UNI CO LIMITED
- (3) MULTIPLEX CONSTRUCTION EUROPE LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING OR REMAINING AT
THE PROPERTY DESCRIBED IN THE DETAILS OF
CLAIM WITHOUT THE CLAIMANTS' PERMISSION

Defendants

MW2

This is the exhibit marked "**MW2**" referred to in the Witness Statement of Michael Waters

HM Land Registry Transfer of part of registered title(s)

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

1	Title number(s) out of which the property is transferred: TGL190331
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: TGL561309
3	Property: The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1 <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 21 January 2022
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:

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

6	Transferee for entry in the register: Elephant and Castle Properties Co. Limited <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: British Virgin Islands (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110
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): Five hundred and eight thousand three hundred and forty two pounds (£508,342) <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

Add any modifications.

limited title guarantee

The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters discoverable by inspection of the Property or that would be revealed by searches of public records that a prudent conveyancer would have made.

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferee's failure to make proper searches or raise requisitions on title on the results of the Transferee's searches.

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

12 Additional provisions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.1 Definitions

In this transfer, the following definitions apply:

Development Agreement	means the agreement dated 23 December 2021 between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co. Limited (4) Elephant & Castle Development UK Limited and (5) Get Living PLC relating to the proposed development at Elephant and Castle Underground Station (Northern Line) together with any further variations, amendments or supplemental agreements in respect of the same.
Plan 1	means the plan annexed hereto with reference SM-ECPLOT1 Rev 0.
Plan 2	means the plan annexed hereto with reference EC-ANCILLARY Rev 2.
Plan 3	means the plan annexed hereto with reference EC-TGL190331RoS Rev 4.
Planning Permission	means the planning permission dated 29 July 2021 granted by the London Borough of Southwark with reference 21/AP/1104, the definition of which shall include any amendments made pursuant to an application by or on behalf of the Transferee for non-material amendments pursuant to Section 96A of the Town and Planning Act 1990 as amended or as otherwise permitted under the terms of the Development Agreement.
Retained Land	means the land shown edged red on Plan 2.
Station Lease	means the lease to be granted pursuant to the Development Agreement between (1) Elephant and Castle Properties Co. Limited (2) London Underground Limited and (3) E&C Manco Limited of the northern line underground station entrance at Elephant and Castle, New Kent Road, London, SE1.

12.2 Interpretation

In interpreting this transfer:

- obligations undertaken by more than one person are joint and several obligations,
- any obligation undertaken by the Transferor or the Transferee not to do any act or thing is treated as including an obligation not to permit or suffer such act or thing to be done.
- a reference to the Property or to the Retained Land shall respectively include each and every part of it.
- a reference to the Transferor or to the Transferee shall include their

respective successors in title to the Retained Land and the Property.

- (e) any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.3 Indemnity

The Transferee covenants by way of indemnity only with the Transferor that the Transferee and its successors in title to the Property shall comply with the obligations on the part of the Transferor (whether as original covenantor or by way of indemnity or otherwise) contained or referred to in the property and charges registers of the title number referred to in panel 1 of this transfer to the extent that such matters relate to the Property and are still subsisting and capable of being enforced against the Transferor, and shall (to that extent) indemnify and keep indemnified the Transferor against all loss suffered by the Transferor as a result of any future breach of those obligations.

12.4 Rights excepted and reserved

There is excepted and reserved for the benefit of the Retained Land and the land shown shaded yellow on Plan 3 (in common with all others having like rights) a right of support from the Property for the Retained Land and the land shown shaded yellow on Plan 3 and any buildings from time to time on the Retained Land and the land shown shaded yellow on Plan 3.

12.5 Rights granted

The Transferor grants to the Transferee for the benefit of the Property a right of support from the Retained Land and the land shown shaded yellow on Plan 3 for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development Agreement.

12.6 Transferee's restrictive covenants

The Transferee covenants with the Transferor for the benefit of the Retained Land, so as to bind the Property, as follows:

- (a) not to cause any actionable nuisance or damage to the Transferor or any occupier of the Retained Land or any neighbouring land.
- (b) (from and including the date hereof until the grant of the Station Lease or (if London Underground Limited fails to enter in to the Station Lease when it is contractually bound to do so under the Development Agreement) until the date that London Underground Limited is contractually bound to enter in to the Station Lease under the terms of the Development Agreement) not to erect any new buildings on the Property or make any extension or exterior alterations to the buildings on the Property other than as permitted under the terms of the Development Agreement;
- (c) not to raise any objection or complaint in respect of the operation of the Transferor's present or any future undertaking or the carrying out of any works by the Transferor on the Retained Land in connection thereto (including, without limitation, any noise discharge or any vibration or any radio or electromagnetic waves radiation or other electromagnetic activity arising from the operation of the Transferor's present or any future undertaking and affecting the Property or the

owners or occupiers thereof) and the Transferee agrees and declares that the Transferor shall not be responsible to the Transferee for any nuisance, disturbance, annoyance or inconvenience howsoever caused to the Property or the owners or occupiers thereof which may arise in consequence of or in relation to the operation of the Transferor's present or any future undertaking.

12.7 No implied rights

It is declared as follows:

- (a) the Transferee is not entitled to any easements or other rights over the Retained Land other than those expressly granted by this transfer.
- (b) any easements or other rights that would otherwise have been conferred over the Retained Land by section 62 of the Law of Property Act 1925 are excluded in relation to this transfer.
- (c) all light to the Property over the Retained Land is enjoyed by a consent which is within section 3 of the Prescription Act 1832 and revocable without notice at any time.

12.8 Third party rights

The parties do not intend that any term of this transfer shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

12.9 Statutory Powers

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on its adjoining or neighbouring lands in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be in derogation of its grant

12.10 Testimonium

The parties have executed this transfer as a deed but it is not delivered until the date specified in panel 4.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

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.

© Crown copyright (ref: LR/HO) 06/19

13 Execution

Executed as a deed by **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (a company incorporated in the British Virgin Islands) acting by

Signature in the name of the company
Elephant and Castle Properties Co. Limited

a person who in accordance with the laws of that territory is acting under the authority of the company

.....
Authorised signatory

Executed as a deed by affixing the **COMMON SEAL** of **TRANSPORT FOR LONDON** in the presence of


.....
Authorised signatory

Horatio Chishimba
TfL Governance Officer



TfL Operational Property
 Estates Management Directorate
 Palestra, 197 Blackfriars Road
 Southwark, London, SE1 8NJ

MAYOR OF LONDON

Plot 1

Legend

Transfer Plots

Handwritten: TFL
 K/268
Signature: Ashm



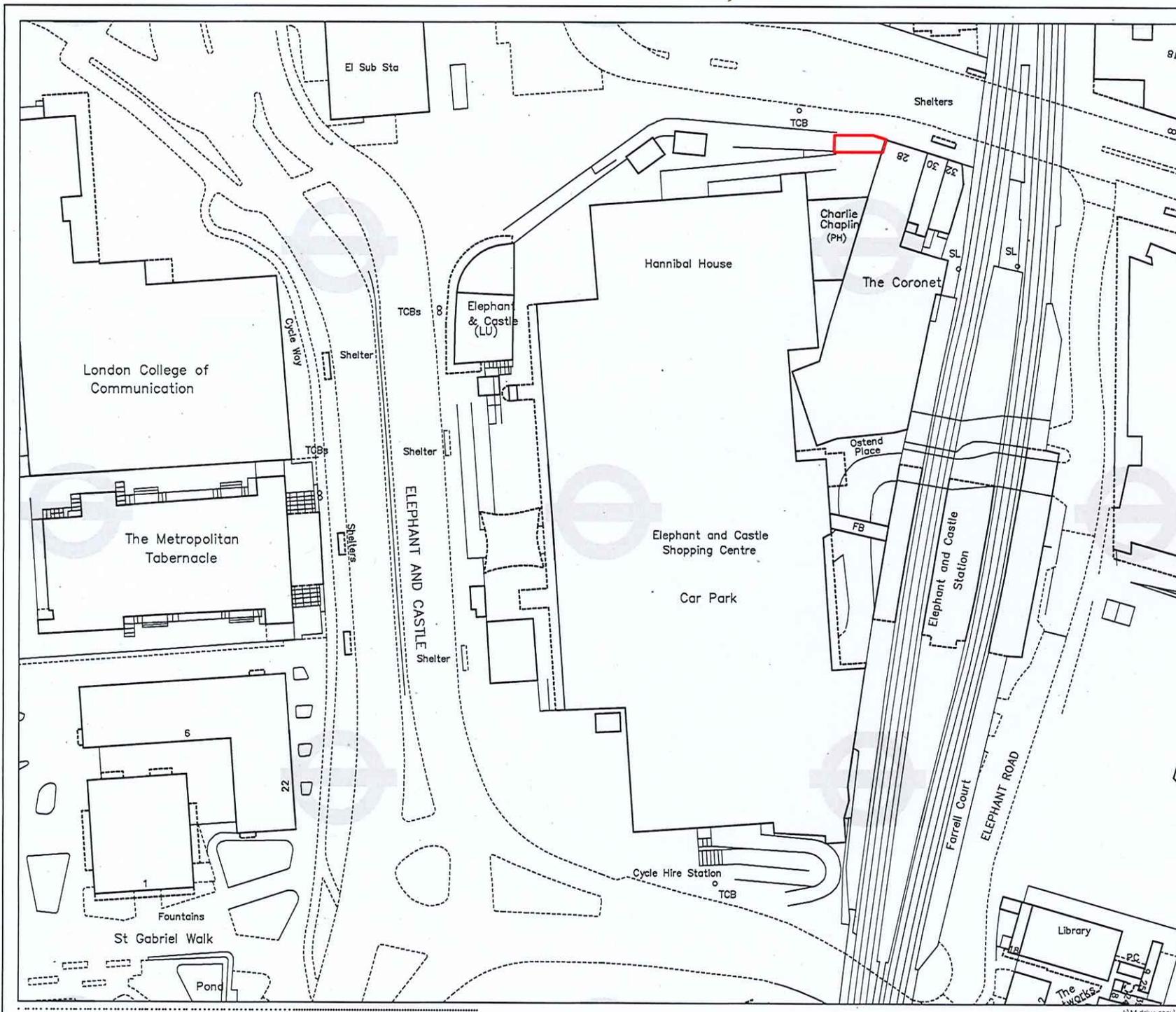
0 25 50 m

Scale at A4 1:1250

Coordinate Reference System: British National Grid

Date	22/12/2020
Initials	RS
Drg. No.	SM-ECPLOT1
Rev	0

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TfL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

Ancillary Land - Retained Land

Legend

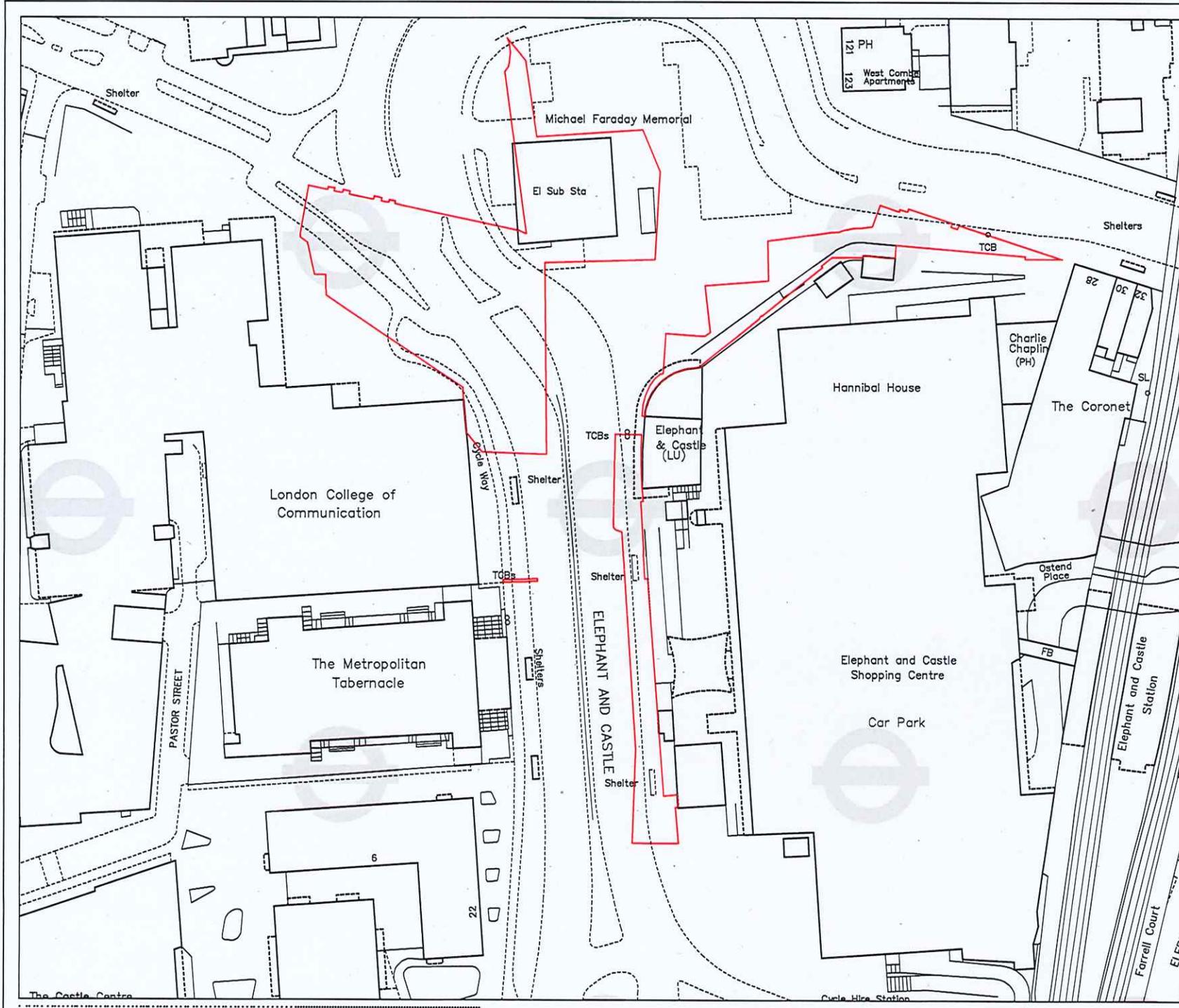
TGL190331

X TFL H/268 X
H/268
H/268



Scale at A4 1:1250
Coordinate Reference System: British National Grid

Date	07/06/2021
Initials	RS
Drg. No.	EC-ANCILLARY
Rev	2
Copyright	Neither this drawing nor any of the information it contains may be copied or communicated to third parties without written permission



TfL Operational Property
 Estates Management Directorate
 Palestra, 197 Blackfriars Road
 Southwark, London, SE1 8NJ

MAYOR OF LONDON

TGL561309 Right of Support

Legend

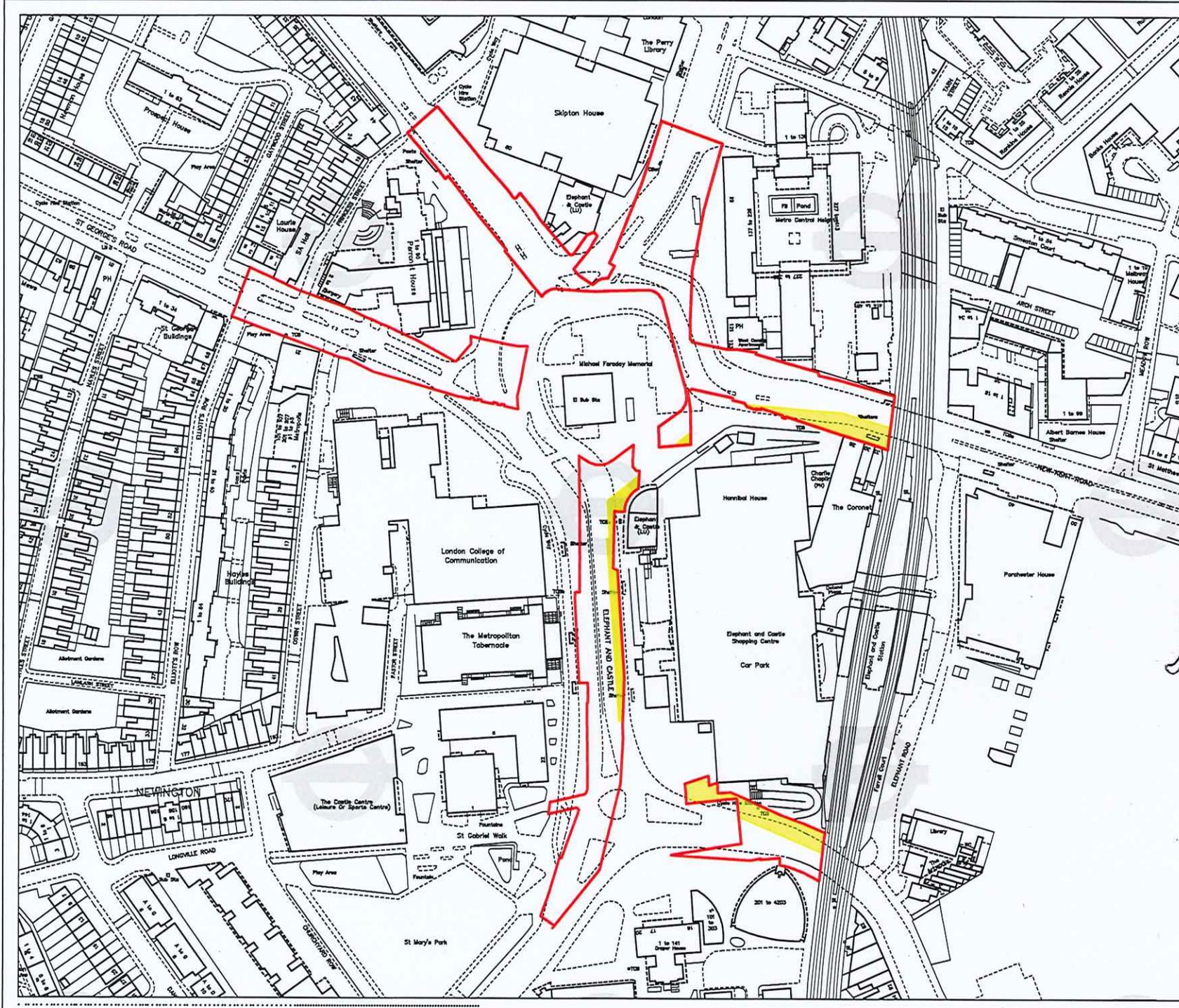
- TGL561309
- TGL561309 Right of Support

Handwritten: TFL 4/2018
 [Signature]



Scale at A4 1:2500
 Coordinate Reference System: British National Grid

Date	02/11/2021
Initials	RS
Drg. No.	EC-TGL190331RoS
Rev	4
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HM Land Registry

Transfer of part of registered title(s)

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

1	Title number(s) out of which the property is transferred: TGL190331
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1 <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 21 January 2022

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

5	<p>Transferor:</p> <p>Transport for London</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Elephant and Castle Properties Co. Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation: British Virgin Islands</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): One hundred and six thousand nine hundred and ninety two pounds (£106,992)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

10 The transferor transfers with

- full title guarantee
 limited title guarantee

The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters discoverable by inspection of the Property or that would be revealed by searches of public records that a prudent conveyancer would have made.

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferee's failure to make proper searches or raise requisitions on title on the results of the Transferee's searches.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12 Additional provisions

12.1 Definitions

In this transfer, the following definitions apply:

Development Agreement	means the agreement dated 23 December 2021 between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co. Limited (4) Elephant & Castle Development UK Limited and (5) Get Living PLC relating to the proposed development at Elephant and Castle Underground Station (Northern Line) together with any further variations, amendments or supplemental agreements in respect of the same.
Plan 1	means the plan annexed hereto with reference SM-ECPLOT2-Rev 0.
Plan 2	means the plan annexed hereto with reference EC-ANCILLARY-Rev.2.
Planning Permission	means the planning permission dated 29 July 2021 granted by the London Borough of Southwark with reference 21/AP/1104, the definition of which shall include any amendments made pursuant to an application by or on behalf of the Transferee for non-material amendments pursuant to Section 96A of the Town and Planning Act 1990 as amended or as otherwise permitted under the terms of the Development Agreement.
Retained Land	means the land edged red on Plan 2.
Station Lease	means the lease to be granted pursuant to the Development Agreement between (1) Elephant and Castle Properties Co. Limited (2) London Underground Limited and (3) E&C Manco Limited of the northern line underground station entrance at Elephant and Castle, New Kent Road, London, SE1.

12.2 Interpretation

In interpreting this transfer:

- (a) obligations undertaken by more than one person are joint and several obligations.
- (b) any obligation undertaken by the Transferor or the Transferee not to do any act or thing is treated as including an obligation not to permit or suffer such act or thing to be done.
- (c) a reference to the Property or to the Retained Land shall respectively include each and every part of it.
- (d) a reference to the Transferor or to the Transferee shall include their respective successors in title to the Retained Land and the Property.
- (e) any words following the terms "including, include, in particular, for

example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.3 Indemnity

The Transferee covenants by way of indemnity only with the Transferor that the Transferee and its successors in title to the Property shall comply with the obligations on the part of the Transferor (whether as original covenantor or by way of indemnity or otherwise) contained or referred to in the property and charges registers of the title number referred to in panel 1 of this transfer to the extent that such matters relate to the Property and are still subsisting and capable of being enforced against the Transferor, and shall (to that extent) indemnify and keep indemnified the Transferor against all loss suffered by the Transferor as a result of any future breach of those obligations.

12.4 Rights excepted and reserved

There is excepted and reserved for the benefit of the Retained Land (in common with all others having like rights) a right of support from the Property for the Retained Land and any buildings from time to time on the Retained Land.

12.5 Rights granted

The Transferor grants to the Transferee for the benefit of the Property a right of support from the Retained Land for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development Agreement.

Transferee's restrictive covenants

12.6 The Transferee covenants with the Transferor for the benefit of the Retained Land, so as to bind the Property, as follows:

- (a) not to cause any actionable nuisance or damage to the Transferor or any occupier of the Retained Land or any neighbouring land.
- (b) (from and including the date hereof until the grant of the Station Lease or (if London Underground Limited fails to enter in to the Station Lease when it is contractually bound to do so under the Development Agreement) until the date that London Underground Limited is contractually bound to enter in to the Station Lease under the terms of the Development Agreement) not to erect any new buildings on the Property or make any extension or exterior alterations to the buildings on the Property other than as permitted under the terms of the Development Agreement.
- (c) not to raise any objection or complaint in respect of the operation of the Transferor's present or any future undertaking or the carrying out of any works by the Transferor on the Retained Land in connection thereto (including, without limitation, any noise discharge or any vibration or any radio or electromagnetic waves radiation or other electromagnetic activity arising from the operation of the Transferor's present or any future undertaking and affecting the Property or the owners or occupiers thereof) and the Transferee agrees and declares that the Transferor shall not be responsible to the Transferee for any nuisance, disturbance, annoyance or inconvenience howsoever caused to the Property or the owners or occupiers thereof which may arise in consequence of or in relation to the operation of the Transferor's

present or any future undertaking.

12.7 **Transferee's positive covenants**

The Transferee covenants with the Transferor for the benefit of the Retained Land:

- (a) to keep that part of the Property at or above the surface:
 - (i) clean and tidy;
 - (ii) in good and substantial repair and condition to the standards required for adopted highway;
 - (iii) compliant with all requirements of any statutory authority and to give reasonable consideration to recommendations of any statutory authority (including those of the Metropolitan Police) in respect of the safety of the public using the public access ways across the Property.
- (b) to procure that each transferee of the Transferee's interest in the Property shall, simultaneously with the disposition, execute in favour of, and deliver to, the Transferor a deed of covenant to comply with the covenants set out in this clause 12.7, so far as they relate to the part of the Property being disposed of.

12.8 **No implied rights**

It is declared as follows:

- (a) the Transferee is not entitled to any easements or other rights over the Retained Land other than those expressly granted by this transfer.
- (b) any easements or other rights that would otherwise have been conferred over the Retained Land by section 62 of the Law of Property Act 1925 are excluded in relation to this transfer.
- (c) all light to the Property over the Retained Land is enjoyed by a consent which is within section 3 of the Prescription Act 1832 and revocable without notice at any time.

12.9 **Third party rights**

The parties do not intend that any term of this transfer shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

12.10 **Statutory Powers**

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on its adjoining or neighbouring lands in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be in derogation of its grant

12.11 **Testimonium**

The parties have executed this transfer as a deed but it is not delivered until the date specified in panel 4.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

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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13 Execution

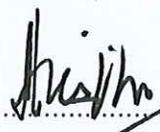
Executed as a deed by **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (a company incorporated in the British Virgin Islands) acting by

Signature in the name of the company
Elephant and Castle Properties Co. Limited

a person who in accordance with the laws of that territory is acting under the authority of the company

.....
Authorised signatory

Executed as a deed by affixing the **COMMON SEAL of TRANSPORT FOR LONDON** in the presence of


.....
Authorised signatory

Horatio Chishimba
TfL Governance Officer





TfL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

Plot 2

Legend

Transfer Plots

H/269

TFL

Widm



Scale at A4 1:1250

Coordinate Reference System: British National Grid

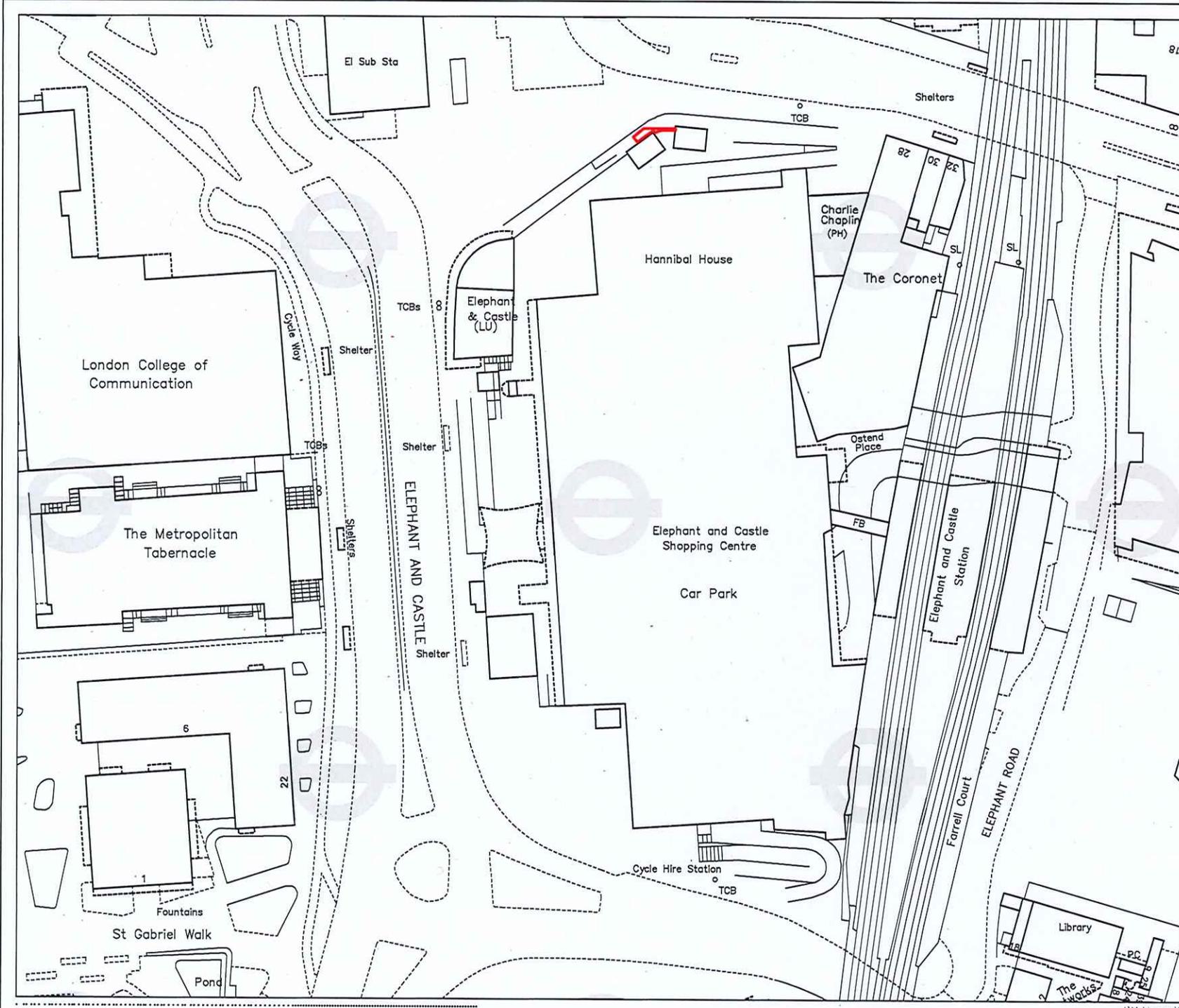
Date 22/12/2020

Initials RS

Drg. No. SM-ECPL0T2

Rev 0

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TfL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

Ancillary Land - Retained Land

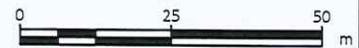
Legend

TGL190331

H/269

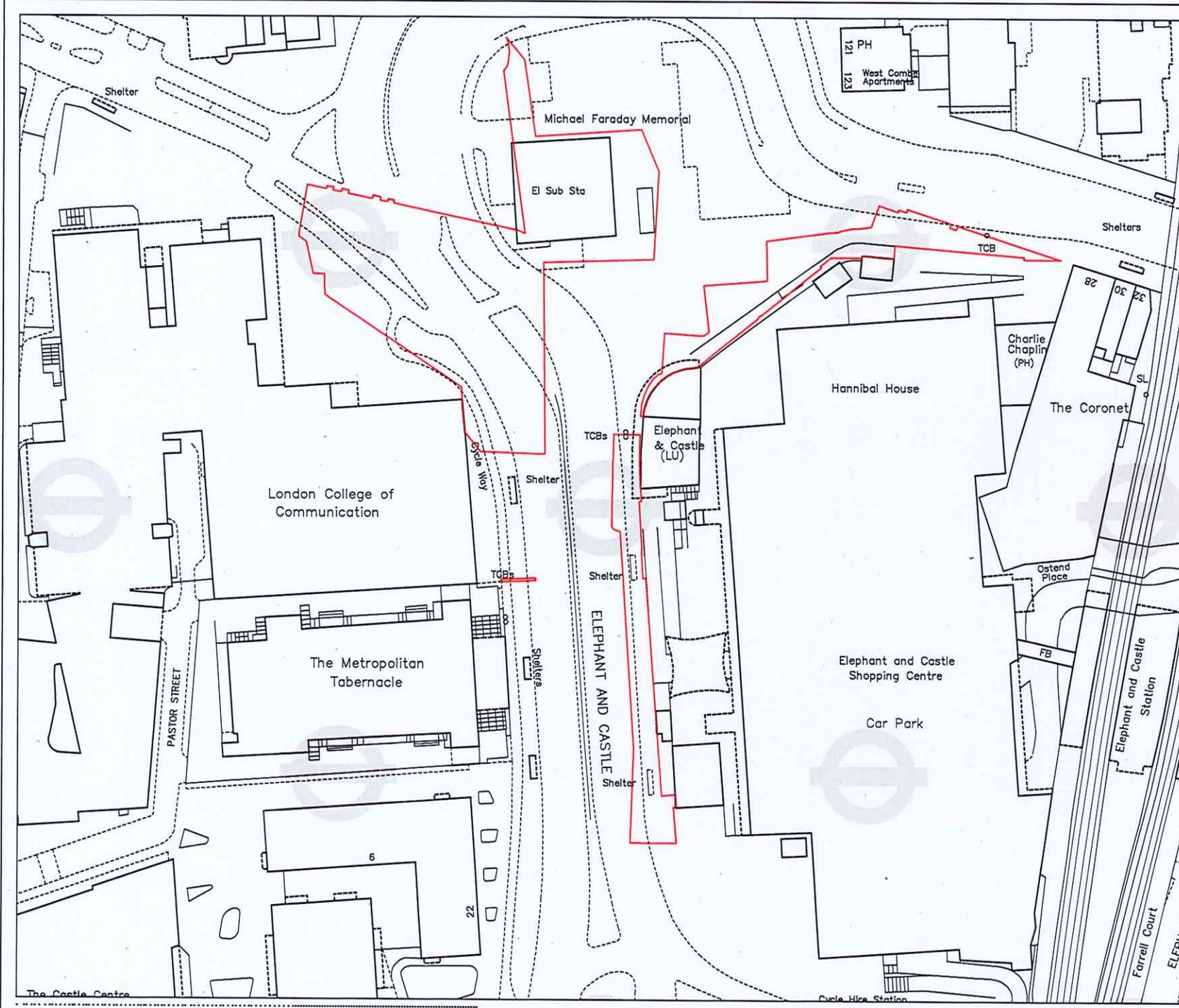
X TEL X

Hesim



Scale at A4 1:1250
Coordinate Reference System: British National Grid

Date	07/06/2021
Initials	RS
Drg. No.	EC-ANCILLARY
Rev	2
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HM Land Registry Transfer of part of registered title(s)

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

1	Title number(s) out of which the property is transferred: TGL190331
---	--

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
---	---

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

3	Property: The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1 <input type="checkbox"/> on the title plan(s) of the above titles and shown:
---	--

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

4	Date: 21 January 2022
---	------------------------------

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

5	<p>Transferor:</p> <p>Transport for London</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Elephant and Castle Properties Co. Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation: British Virgin Islands</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Ten thousand pounds (£10,000)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

10 The transferor transfers with

- full title guarantee
- limited title guarantee

The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters discoverable by inspection of the Property or that would be revealed by searches of public records that a prudent conveyancer would have made.

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferee's failure to make proper searches or raise requisitions on title on the results of the Transferee's searches.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

12 Additional provisions

12.1 Definitions

In this transfer, the following definitions apply:

Development Agreement means the agreement dated 23 December 2021 between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co. Limited (4) Elephant & Castle Development UK Limited and (5) Get Living PLC relating to the proposed development at Elephant and Castle Underground Station (Northern Line) together with any further variations, amendments or supplemental agreements in respect of the same.

Initial Development means the "Development Works" as defined in, and carried out pursuant to, and in accordance with, the Development Agreement.

Legal Obligation means any obligation imposed by any present or future Legislation.

Legislation all Acts of Parliament and other public or local legislation having legal effect in England and Wales together with:

(a) all secondary legislation made under that legislation including statutory instruments, rules, orders, regulations, notices, directions, bye laws and permissions for the time being made under or deriving validity from any Act of Parliament or other public or local legislation; and

(b) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction over the subject matter referred to in the relevant provisions in this Transfer.

London Underground Limited means London Underground Limited (incorporated in England with registered number 01900907) whose registered office is at 5 Endeavour Square, London E20 1JN.

LUL Standards means the directions, rules, regulations, policies, standards, procedures, processes, manuals, specifications, guidelines and conditions of London Underground Limited (from time to time) made available or otherwise communicated to the Transferee and which apply to the operation of the Railway Undertaking or the Railway Assets and Premises generally and which contain requirements or guidance on:

(a) matters of safety and security in respect of the operation of the Railway Undertaking or the Railway Assets and Premises;

- (b) the design or construction of the Railway Assets and Premises;
- (c) the operation of Railway Undertaking or the Railway Assets and Premises; or
- (d) works carried on over or in the vicinity of the Railway Assets and Premises,

and in the event of any inconsistency between different rules, regulations, codes of practice or standards London Underground Limited's decision as to the hierarchy or application of each shall be final and conclusive.

Operator	London Underground Limited or (if different) the tenant from time to time under the Station Lease as successor to London Underground Limited's function as operator of the Railway Undertaking.
Plan 1	means the plan annexed hereto with reference SM-ECPLOT3-Rev 2.
Plan 2	means the plan annexed hereto with reference EC-ANCILLARY-Rev 2.
Planning Permission	means the planning permission dated 29 July 2021 granted by the London Borough of Southwark with reference 21/AP/1104, the definition of which shall include any amendments made pursuant to an application by or on behalf of the Transferee for non-material amendments pursuant to Section 96A of the Town and Planning Act 1990 as amended or as otherwise permitted under the terms of the Development Agreement.
Railway Assets and Premises	means the whole or any part or parts of the railway infrastructure, track, buildings, works, conducting media, lifts, escalators, tunnels, structures, plant, apparatus and equipment and all other things serving or used, controlled or enjoyed in connection with the Railway Undertaking from time to time including all those over, under, adjoining or near to the London Underground station at Elephant and Castle, London at any time, including the property to be demised by the Station Lease.
Railway Undertaking	means the railway undertaking or network operated by London Underground Limited or any successor to London Underground Limited's function.
Relevant Works	means Works which may adversely affect the operation of the Railway Undertaking or Railway Assets and Premises (including adversely affecting access over the Property), in particular the operation or use any crane or lifting operations which oversail the Property or are within toppling distance of the Property.

Retained Land	means the land edged red on Plan 2.
Station Interface Plan	means the arrangements agreed by the landlord and the tenant of the Station Lease pursuant to the provisions of the Station Lease.
Station Lease	means the lease to be granted pursuant to the Development Agreement between (1) Elephant and Castle Properties Co. Limited (2) London Underground Limited and (3) E&C Manco Limited of the northern line underground station entrance at Elephant and Castle, New Kent Road, London, SE1.
Works	means maintenance, construction, demolition, building, installation, alteration, addition, improvement, rebuilding, renewal or repair carried out to the Property.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.2 Interpretation

In interpreting this transfer:

- (a) obligations undertaken by more than one person are joint and several obligations.
- (b) any obligation undertaken by the Transferor or the Transferee not to do any act or thing is treated as including an obligation not to permit or suffer such act or thing to be done.
- (c) a reference to the Property or to the Retained Land shall respectively include each and every part of it.
- (d) a reference to the Transferor or to the Transferee shall include their respective successors in title to the Retained Land and the Property.
- (e) any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.3 Indemnity

The Transferee covenants by way of indemnity only with the Transferor that the Transferee and its successors in title to the Property shall comply with the obligations on the part of the Transferor (whether as original covenantor or by way of indemnity or otherwise) contained or referred to in the property and charges registers of the title number referred to in panel 1 of this transfer to the extent that such matters relate to the Property and are still subsisting and capable of being enforced against the Transferor, and shall (to that extent) indemnify and keep indemnified the Transferor against all loss suffered by the Transferor as a result of any future breach of those obligations.

12.4 Rights excepted and reserved

There is excepted and reserved for the benefit of the Retained Land (in common with all others having like rights) :

- (a) a right of support from the Property for the Retained Land and any buildings from time to time on the Retained Land.

- (b) the right of pedestrian access over the Property (with or without pedestrian operated barrows or trolleys) at all times and for all purposes.
- (c) the right (so far as such right may be reserved to the Transferor) to control any crowds on the Property as may from time to time be required by the Transferor in connection with the operation of the Railway Undertaking and the Railway Assets and Premises and/or as necessary to comply with any Legal Obligation.

12.5 Rights granted

The Transferor grants to the Transferee for the benefit of the Property a right of support from the Retained Land for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development Agreement.

12.6 Transferee's restrictive covenants

The Transferee covenants with the Transferor for the benefit of the Retained Land, so as to bind the Property, as follows:

- (a) not to cause any actionable nuisance or damage to the Transferor or any occupier of the Retained Land or any neighbouring land.
- (b) (from and including the date hereof until the grant of the Station Lease or (if London Underground Limited fails to enter in to the Station Lease when it is contractually bound to do so under the Development Agreement) until the date that London Underground Limited is contractually bound to enter in to the Station Lease under the terms of the Development Agreement) not to erect any new buildings on the Property or make any extension or exterior alterations to the buildings on the Property other than as permitted under the terms of the Development Agreement.
- (c) not to raise any objection or complaint in respect of the operation of the Transferor's present or any future undertaking or the carrying out of any works by the Transferor on the Retained Land in connection thereto (including, without limitation, any noise discharge or any vibration or any radio or electromagnetic waves radiation or other electromagnetic activity arising from the operation of the Transferor's present or any future undertaking and affecting the Property or the owners or occupiers thereof) and the Transferee agrees and declares that the Transferor shall not be responsible to the Transferee for any nuisance, disturbance, annoyance or inconvenience howsoever caused to the Property or the owners or occupiers thereof which may arise in consequence of or in relation to the operation of the Transferor's present or any future undertaking.
- (d) not to:
 - (i) obstruct the Property nor to do anything (including carrying out Works) whereby the ability of the Transferor, the Operator, members of the public and the emergency services (with necessary vehicles and equipment) to gain access across the Property may be materially adversely affected and if the Transferor becomes aware of any such obstruction or interference with the access across the Property it shall be entitled to give the Transferee notice thereof (which need not be in writing) and require the Transferee forthwith to remove the obstruction or interference and if the Transferee fails to do so

the Transferor may remedy the situation itself (at the Transferee's cost); or

- (ii) close the Property or reduce the hours of access to any parts of the Property;

PROVIDED AND EXCEPT THAT the Transferee may temporarily close or reduce the hours of access to the Property for the purposes of inspecting, repairing, maintaining, renewing or replacing such area, to prevent a public right of way or otherwise with the Transferor's prior approval (not to be unreasonably withheld or delayed).

- (e) not to carry out any Relevant Works without complying with the following requirements and conditions:

- (i) to comply with the following requirements and conditions when carrying out the Relevant Works:

- (ii) advise of and consult the Operator (in adequate time for the Operator to consider properly and comment on the proposal) on any proposal for Relevant Works or for Works which may constitute Relevant Works after completion of the Initial Development;

- (iii) accept as conclusive any notice given by the Operator (acting in the discharge of its statutory duties) that Works constitute Relevant Works;

- (iv) comply with the Operator's proper requirements in relation to any Relevant Works as to:

- (A) the protection of the operation of the Railway Undertaking and the Railway Assets and Premises;

- (B) insurance and protection against costs and liabilities;

- (C) the protection of the use of the rights reserved in clause 12.4,

including in each case all relevant LUL Standards (including those applicable to infrastructure protection and the use of cranes in the vicinity of the Railway Assets and Premises which oversail or are within toppling distance of the Property);

- (v) have proper regard to any issues or concerns raised by the Operator in respect of any Relevant Works including as to the method of and timetable for their implementation;

- (vi) comply (in relation to those activities to which the Station Interface Plan relates) with the Station Interface Plan;

- (vii) comply with all statutory requirements applicable to any Relevant Works;

- (viii) give reasonable notice in writing to the Operator prior to commencement of any Relevant Works;

- (ix) ensure that the Relevant Works are carried out with as little inconvenience to the Operator and the Railway Undertaking as is reasonably practicable;

- (x) at its own cost make good any damage caused to the Railway

Assets and Premises by any works as soon as reasonably practicable; and

- (xi) reimburse the Operator for all reasonable and proper costs reasonably and properly incurred by the Operator (including by way of external consultants and in the use of its own employees (such costs also to be reasonable and proper) in relation to any proposal for Relevant Works to which this sub-clause 12.6(e) relates.

12.7 Transferee's positive covenants

The Transferee covenants with the Transferor for the benefit of the Retained Land as follows:

- (a) to keep that part of the Property at or above the surface:
 - (i) clean and tidy;
 - (ii) in good and substantial repair and condition to the standards required for adopted highway;
 - (iii) compliant with all requirements of any statutory authority and to give reasonable consideration to recommendations of any statutory authority (including those of the Metropolitan Police) in respect of the safety of the public using the public access ways across the Property.
- (b) to procure that each transferee of the Transferee's interest in the Property shall, simultaneously with the disposition, execute in favour of, and deliver to, the Transferor a deed of covenant to comply with the covenants set out in this clause 12.7, so far as they relate to the part of the Property being disposed of.

12.8 No implied rights

It is declared as follows:

- (a) the Transferee is not entitled to any easements or other rights over the Retained Land other than those expressly granted by this transfer.
- (b) any easements or other rights that would otherwise have been conferred over the Retained Land by section 62 of the Law of Property Act 1925 are excluded in relation to this transfer.
- (c) all light to the Property over the Retained Land is enjoyed by a consent which is within section 3 of the Prescription Act 1832 and revocable without notice at any time.

12.9 Third party rights

The parties do not intend that any term of this transfer shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

12.9 **Statutory Powers**

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on its adjoining or neighbouring lands in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be in derogation of its grant

12.10 **Testimonium**

The parties have executed this transfer as a deed but it is not delivered until the date specified in panel 4.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

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.

13 **Execution**

Executed as a deed by **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (a company incorporated in the British Virgin Islands) acting by

Signature in the name of the company
Elephant and Castle Properties Co. Limited

a person who in accordance with the laws of that territory is acting under the authority of the company

.....
Authorised signatory

Executed as a deed by affixing the **COMMON SEAL** of **TRANSPORT FOR LONDON** in the presence of

.....
Authorised signatory

Horatio Chishimba
TfL Governance Officer



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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TfL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

Plot 3

Legend

 Transfer Plots

H/270

TFL
[Signature]



Scale at A4 Custom
Coordinate Reference System: British National Grid

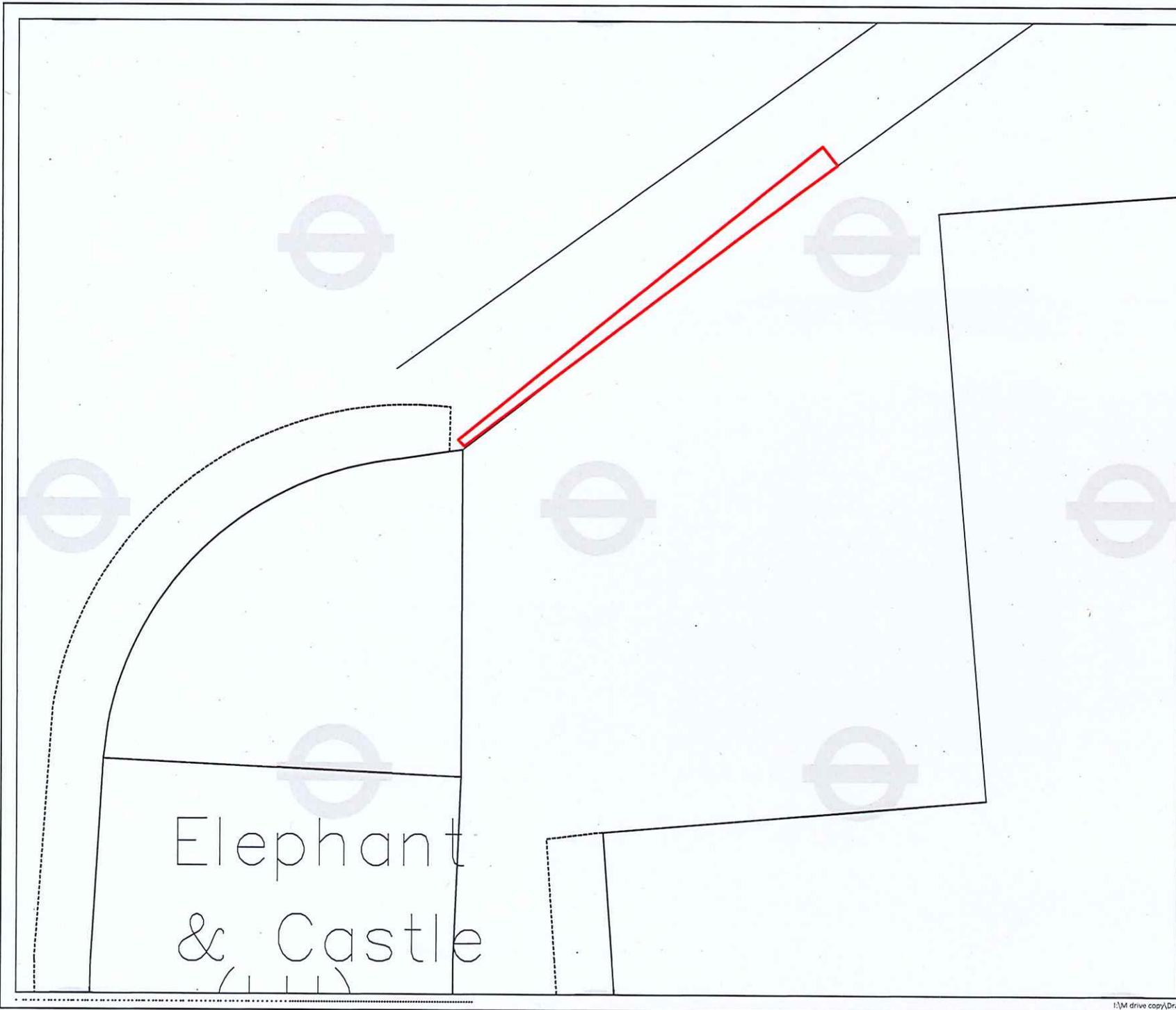
Date 23/03/2021

Initials RS

Drg. No. SM-ECLOT3

Rev 2

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TfL Operational Property
 Estates Management Directorate
 Palestra, 197 Blackfriars Road
 Southwark, London, SE1 8NJ

MAYOR OF LONDON

Ancillary Land - Retained Land

Legend

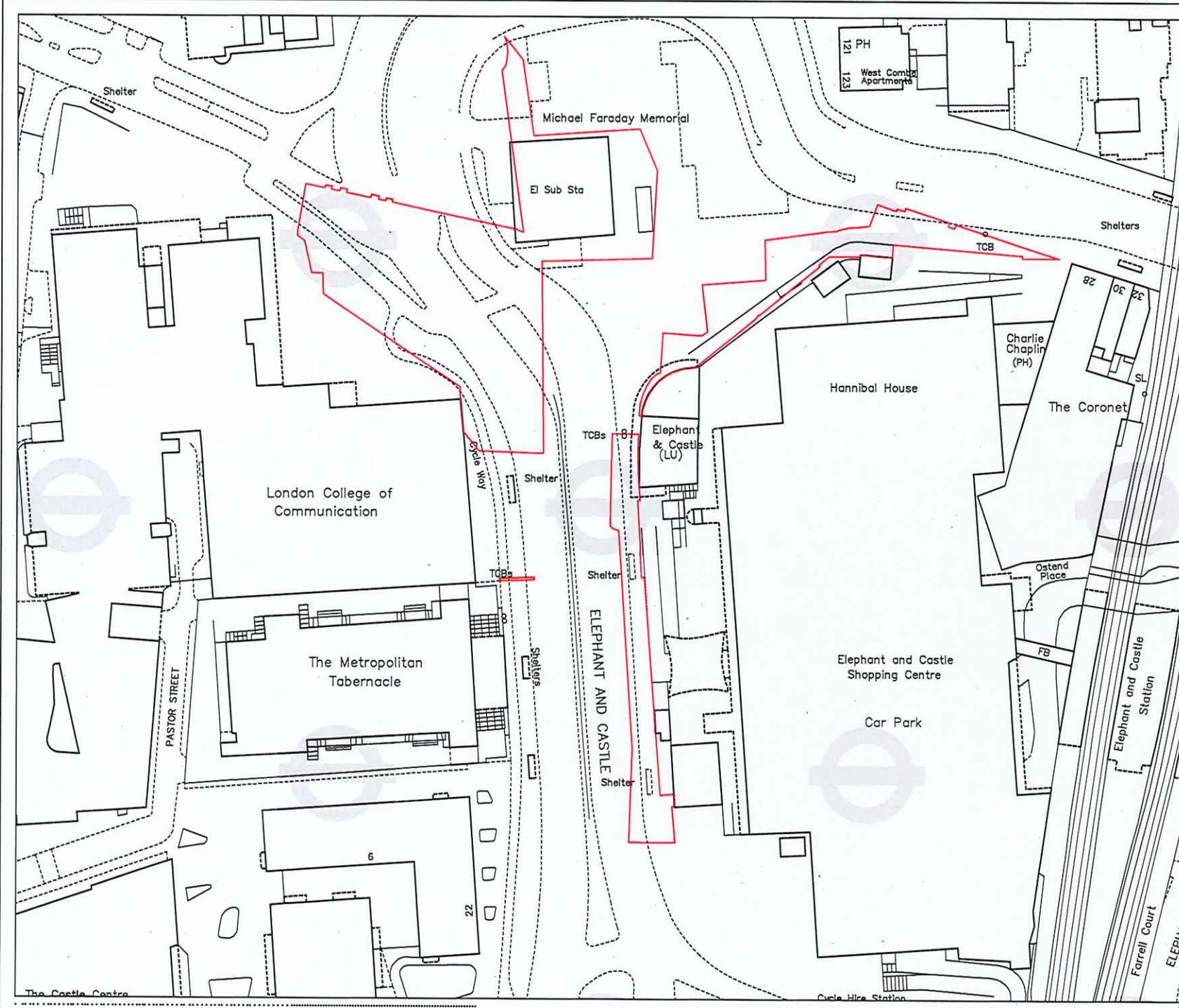
TGL190331

H/270



Scale at A4 1:1250
 Coordinate Reference System: British National Grid

Date	07/06/2021
Initials	RS
Drg. No.	EC-ANCILLARY
Rev	2
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HM Land Registry

Transfer of part of registered title(s)

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

1	Title number(s) out of which the property is transferred: TGL442346
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: TGL 558440 and TGL190331
3	Property: The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1 <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 21 January 2022
5	Transferor: London Underground Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 1900907 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

6	Transferee for entry in the register: Elephant and Castle Properties Co. Limited <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: British Virgin Islands (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110
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): Fifty five thousand three hundred and forty eight pounds (£55,348) plus VAT in the sum of eleven thousand and sixty nine pounds and sixty pence (£11,069.60) <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

Add any modifications.

limited title guarantee

The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters discoverable by inspection of the Property or that would be revealed by searches of public records that a prudent conveyancer would have made.

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferee's failure to make proper searches or raise requisitions on title on the results of the Transferee's searches.

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

12 Additional provisions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

12.1 Definitions

In this transfer, the following definitions apply:

Development Agreement	means the agreement dated 23 December 2021 between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co. Limited (4) Elephant & Castle Development UK Limited and (5) Get Living PLC relating to the proposed development at Elephant and Castle Underground Station (Northern Line) together with any further variations, amendments or supplemental agreements in respect of the same.
Initial Development	means the "Development Works" as defined in, and carried out pursuant to, and in accordance with, the Development Agreement.
Legal Obligation	means any obligation imposed by any present or future Legislation.
Legislation	all Acts of Parliament and other public or local legislation having legal effect in England and Wales together with: (a) all secondary legislation made under that legislation including statutory instruments, rules, orders, regulations, notices, directions, bye laws and permissions for the time being made under or deriving validity from any Act of Parliament or other public or local legislation; and (b) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction over the subject matter referred to in the relevant provisions in this Transfer.
London Underground Limited	means London Underground Limited (incorporated in England with registered number 01900907) whose registered office is at 5 Endeavour Square, London E20 1JN.
LUL Retained Land	means the land edged blue on Plan 2, and the land edged red on Plan 3.
LUL Standards	means the directions, rules, regulations, policies, standards, procedures, processes, manuals, specifications, guidelines and conditions of London Underground Limited (from time to time) made available or otherwise communicated to the Transferee and which apply to the operation of the Railway Undertaking or the Railway Assets and Premises generally and which contain requirements or guidance on: (a) matters of safety and security in respect of the operation of the Railway Undertaking or the Railway Assets and

Premises;

- (b) the design or construction of the Railway Assets and Premises;
- (c) the operation of Railway Undertaking or the Railway Assets and Premises; or
- (d) works carried on over or in the vicinity of the Railway Assets and Premises,

and in the event of any inconsistency between different rules, regulations, codes of practice or standards London Underground Limited's decision as to the hierarchy or application of each shall be final and conclusive.

Operator London Underground Limited or (if different) the tenant from time to time under the Station Lease as successor to London Underground Limited's function as operator of the Railway Undertaking.

Plan 1 means the plan annexed hereto with reference SM-ECPLOTTRAN4-Rev 0.

Plan 2 means the plan annexed hereto with reference SM-RETTGL442346-Rev 0.

Plan 3 means the title plan for title number TGL558440 annexed hereto.

Plan 4 means the plan annexed hereto with reference EC-ANCILLARY-Rev 4.

Planning Permission means the planning permission dated 29 July 2021 granted by the London Borough of Southwark with reference 21/AP/1104, the definition of which shall include any amendments made pursuant to an application by or on behalf of the Transferee for non-material amendments pursuant to Section 96A of the Town and Planning Act 1990 as amended or as otherwise permitted under the terms of the Development Agreement.

Railway Assets and Premises means the whole or any part or parts of the railway infrastructure, track, buildings, works, conducting media, lifts, escalators, tunnels, structures, plant, apparatus and equipment and all other things serving or used, controlled or enjoyed in connection with the Railway Undertaking from time to time including all those over, under, adjoining or near to the London Underground station at Elephant and Castle, London at any time, including the property to be demised by the Station Lease.

Railway Undertaking means the railway undertaking or network operated by London Underground Limited or any successor to London Underground Limited's function.

Relevant Works	means Works which may adversely affect the operation of the Railway Undertaking or Railway Assets and Premises.
Retained Land	means the LUL Retained Land and the TfL Retained Land.
Station Interface Plan	means the arrangements agreed by the landlord and the tenant of the Station Lease pursuant to the provisions of the Station Lease.
Station Lease	means the lease to be granted pursuant to the Development Agreement between (1) Elephant and Castle Properties Co. Limited (2) London Underground Limited and (3) E&C Manco Limited of the northern line underground station entrance at Elephant and Castle, New Kent Road, London, SE1.
TfL	means Transport for London.
TfL Retained Land	means the land shaded yellow on Plan 4
Works	means maintenance, construction, demolition, building, installation, alteration, addition, improvement, rebuilding, renewal or repair carried out to the Property.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.2 Interpretation

In interpreting this transfer:

- (a) obligations undertaken by more than one person are joint and several obligations.
- (b) any obligation undertaken by the Transferor or the Transferee not to do any act or thing is treated as including an obligation not to permit or suffer such act or thing to be done.
- (c) a reference to the Property, the LUL Retained Land or the TfL Retained Land shall respectively include each and every part of it.
- (d) a reference to the Transferor or to the Transferee shall include their respective successors in title to the LUL Retained Land and the Property.
- (e) any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.3 Indemnity

The Transferee covenants by way of indemnity only with the Transferor that the Transferee and its successors in title to the Property shall comply with the obligations on the part of the Transferor (whether as original covenantor or by way of indemnity or otherwise) contained or referred to in the property and charges registers of the title number referred to in panel 1 of this transfer to the extent that such matters relate to the Property and are still subsisting and capable of being enforced against the Transferor, and shall (to that extent)

indemnify and keep indemnified the Transferor against all loss suffered by the Transferor as a result of any future breach of those obligations.

12.4 Rights excepted and reserved

There is excepted and reserved for the benefit of the Retained Land (in common with all others having like rights) a right of support from the Property for the Retained Land and any buildings from time to time on the Retained Land.

12.5 Rights granted

- (a) The Transferor grants to the Transferee for the benefit of the Property a right of support from the LUL Retained Land for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development Agreement.
- (b) TfL grants to the Transferee for the benefit of the Property a right of support from the TfL Retained Land for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development Agreement.

12.6 Transferee's restrictive covenants

The Transferee covenants with the Transferor for the benefit of the LUL Retained Land, so as to bind the Property, as follows:

- (a) not to cause any actionable nuisance or damage to the Transferor or any occupier of the LUL Retained Land or any neighbouring land.
- (b) (from and including the date hereof until the grant of the Station Lease or (if London Underground Limited fails to enter in to the Station Lease when it is contractually bound to do so under the Development Agreement) until the date that London Underground Limited is contractually bound to enter in to the Station Lease under the terms of the Development Agreement) not to erect any new buildings on the Property or make any extension or exterior alterations to the buildings on the Property other than as permitted under the terms of the Development Agreement.
- (c) not to raise any objection or complaint in respect of the operation of the Transferor's present or any future undertaking or the carrying out of any works by the Transferor on the LUL Retained Land in connection thereto (including, without limitation, any noise discharge or any vibration or any radio or electromagnetic waves radiation or other electromagnetic activity arising from the operation of the Transferor's present or any future undertaking and affecting the Property or the owners or occupiers thereof) and the Transferee agrees and declares that the Transferor shall not be responsible to the Transferee for any nuisance, disturbance, annoyance or inconvenience howsoever caused to the Property or the owners or occupiers thereof which may arise in consequence of or in relation to the operation of the Transferor's present or any future undertaking;
- (d) not to carry out any Relevant Works without complying with the requirements and conditions in clause 12.7.

12.7 Transferee's positive covenants

The Transferee covenants with the Transferor for the benefit of the LUL Retained Land to comply with the following requirements and conditions when carrying out the Relevant Works:

- (i) advise of and consult the Operator (in adequate time for the Operator to consider properly and comment on the proposal) on any proposal for Relevant Works or for Works which may constitute Relevant Works after completion of the Initial Development;
- (ii) accept as conclusive any notice given by the Operator (acting in the discharge of its statutory duties) that Works constitute Relevant Works;
- (iii) comply with the Operator's proper requirements in relation to any Relevant Works as to:
 - (A) the protection of the operation of the Railway Undertaking and the Railway Assets and Premises;
 - (B) insurance and protection against costs and liabilities;
 - (C) the protection of the use of the rights reserved in clause 12.4,

including in each case all relevant LUL Standards (including those applicable to infrastructure protection and the use of cranes in the vicinity of the Railway Assets and Premises which oversail or are within toppling distance of the Property);
- (iv) have proper regard to any issues or concerns raised by the Operator in respect of any Relevant Works including as to the method of and timetable for their implementation;
- (v) comply (in relation to those activities to which the Station Interface Plan relates) with the Station Interface Plan;
- (vi) comply with all statutory requirements applicable to any Relevant Works;
- (vii) give reasonable notice in writing to the Operator prior to commencement of any Relevant Works;
- (viii) ensure that the Relevant Works are carried out with as little inconvenience to the Operator and the Railway Undertaking as is reasonably practicable;
- (ix) at its own cost make good any damage caused to the Railway Assets and Premises by any works as soon as reasonably practicable; and
- (x) reimburse the Operator for all reasonable and proper costs reasonably and properly incurred by the Operator (including by way of external consultants and in the use of its own employees (such costs also to be reasonable and proper) in relation to any proposal for Relevant Works to which this clause 12.7 relates.

12.8 No implied rights

It is declared as follows:

- (a) the Transferee is not entitled to any easements or other rights over the

Retained Land other than those expressly granted by this transfer.

- (b) any easements or other rights that would otherwise have been conferred over the Retained Land by section 62 of the Law of Property Act 1925 are excluded in relation to this transfer.
- (c) all light to the Property over the Retained Land is enjoyed by a consent which is within section 3 of the Prescription Act 1832 and revocable without notice at any time.

12.9 Third party rights

The parties do not intend that any term of this transfer shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

12.10 Statutory Powers

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on its adjoining or neighbouring lands in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be in derogation of its grant

12.11 Testimonium

The parties have executed this transfer as a deed but it is not delivered until the date specified in panel 4.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

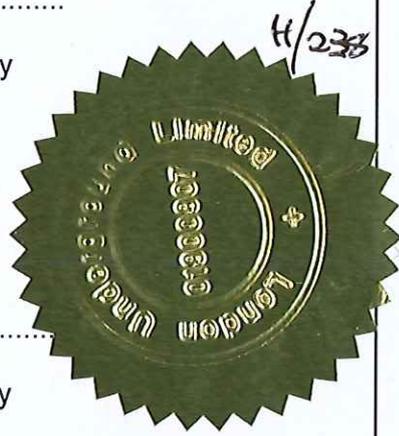
13 Execution

Executed as a deed by **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (a company incorporated in the British Virgin Islands) acting by

Signature in the name of the company
Elephant and Castle Properties Co. Limited

a person who in accordance with the laws of that territory is acting under the authority of the company

.....
Authorised signatory



Executed as a deed by affixing the **COMMON SEAL of LONDON UNDERGROUND LIMITED** in the presence of

Horatio Chishimba
.....
Authorised signatory
Horatio Chishimba
TfL Governance Officer

Executed as a deed by affixing the **COMMON SEAL of TRANSPORT FOR LONDON** in the presence of

Horatio Chishimba
.....
Authorised signatory
Horatio Chishimba
TfL Governance Officer



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.



TfL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

Plot 4

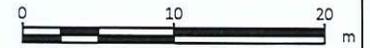
Legend

Transfer Plot

H/258

Handwritten signature

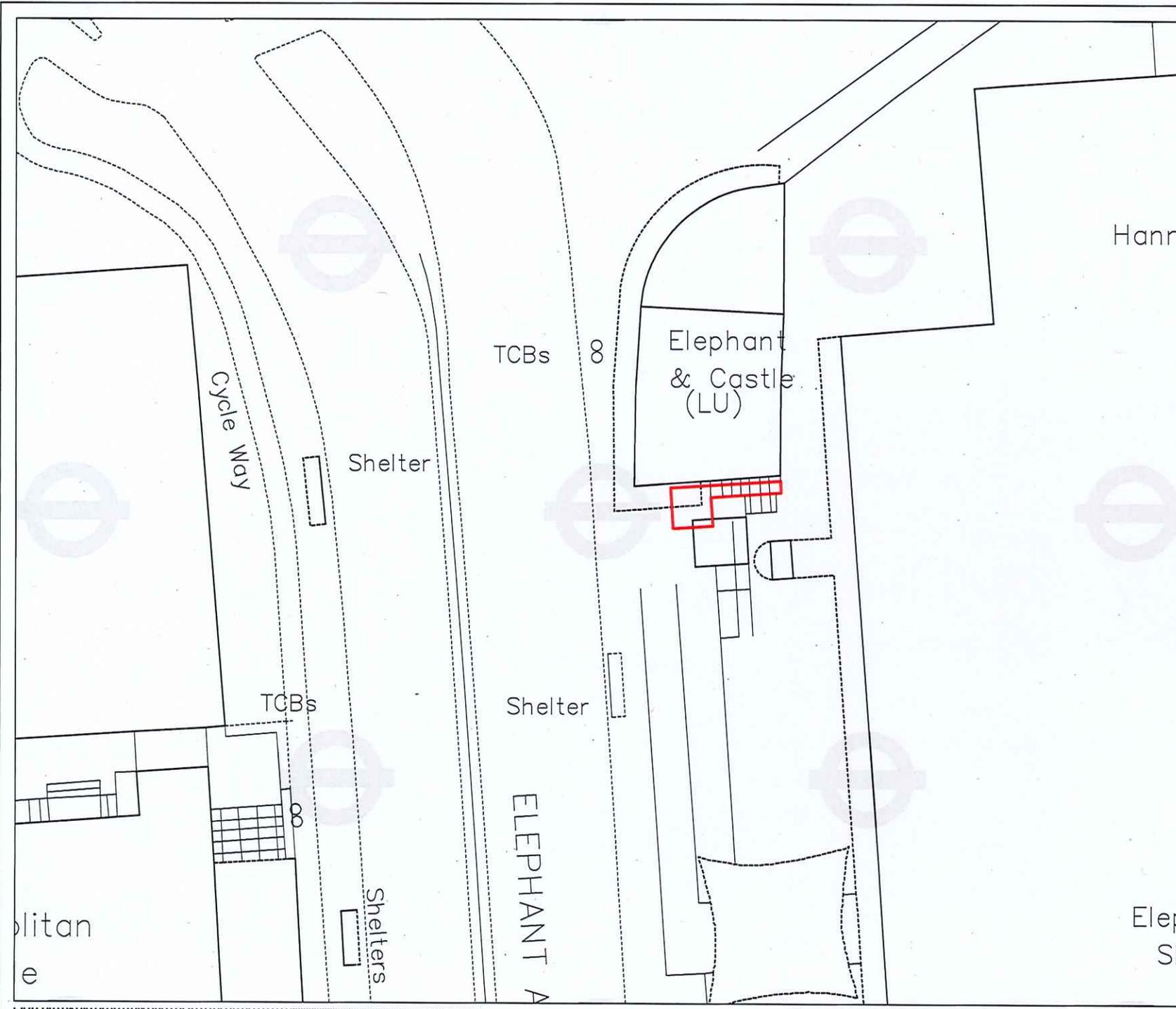
X LUL X
Handwritten signature H/271
X FFL X



Scale at A4 Custom
Coordinate Reference System: British National Grid

Date	14/06/2021
Initials	RS
Drg. No.	SM-ECLOTTRAN4
Rev	0

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TfL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

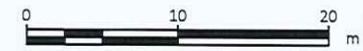
Retained Land -
TGL442346

Legend

 Retained Land - TGL442346 *H/238*

Hern

X LUL X
Hern #271
TFL



Scale at A4 Custom
Coordinate Reference System: British National Grid

Date	07/06/2021
Initials	RS
Drg. No.	SM-RETTGL442346
Rev	0
Copyright	Neither this drawing nor any of the information it contains may be copied or communicated to third parties without written permission



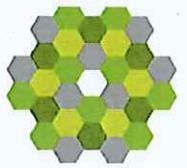
Hannibal H

Elephant
Shoppin

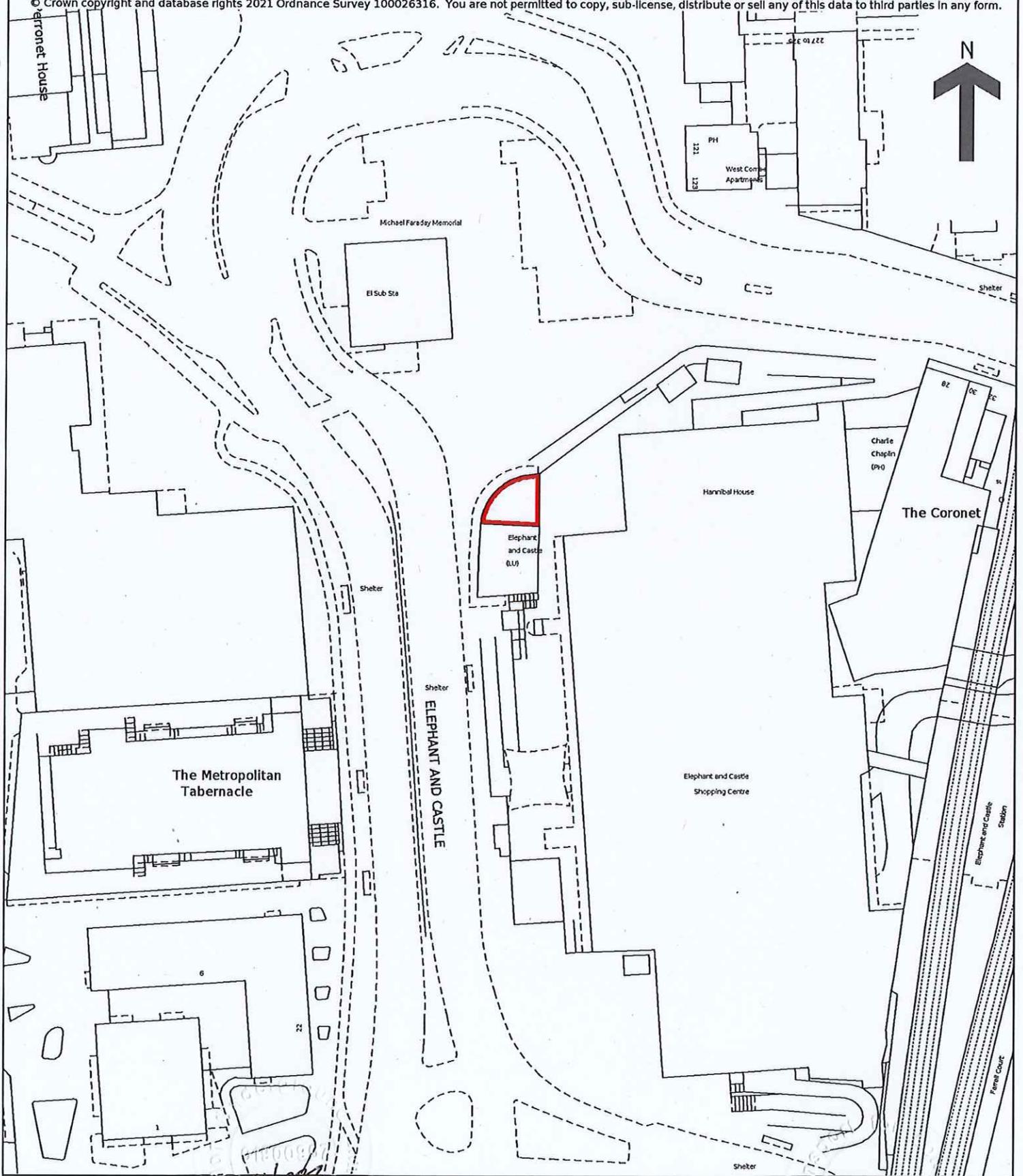
HM Land Registry Official copy of title plan

Title number **TGL558440**
Ordnance Survey map reference **TQ3179SE**
Scale **1:1250**
Administrative area **Southwark**

Plan 3



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H/250
H/271
LUL
TFL
H/250
H/271



TfL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

Ancillary Land - Retained Land

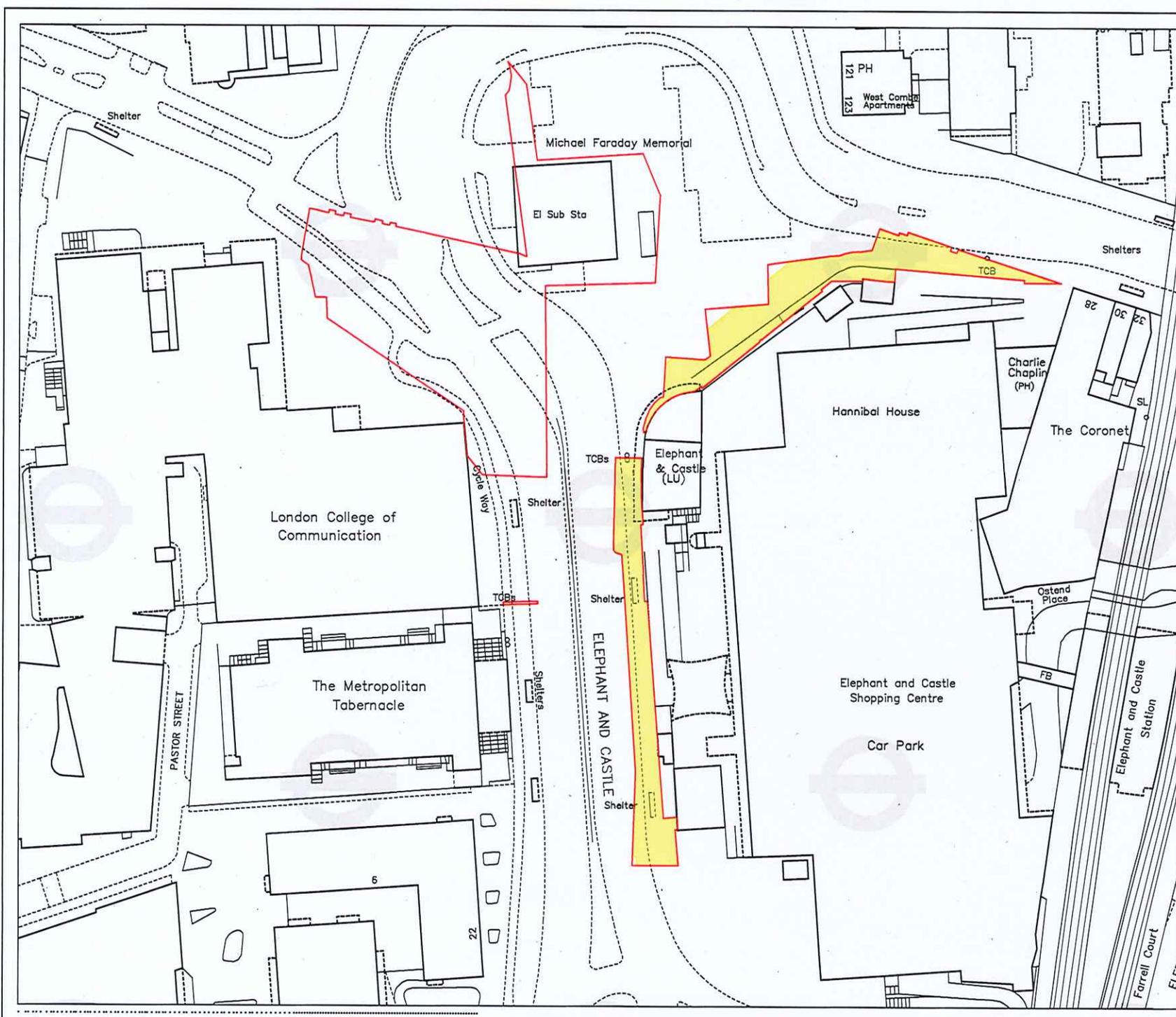
Legend

- TGL190331
- Right of Support



Scale at A4 1:1250
Coordinate Reference System: British National Grid

Date	02/11/2021
Initials	RS
Drg. No.	EC-ANCILLARY
Rev	4
Copyright	Neither this drawing nor any of the information it contains may be copied or communicated to third parties without written permission



HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

1	Title number(s) out of which the property is transferred: TGL561309, LN113754, LN51641, TGL190331, 170829, 271661
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1 <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 21 January 2022

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

5	<p>Transferor:</p> <p>Transport for London</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Elephant and Castle Properties Co. Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation: British Virgin Islands</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Two million four hundred and sixty one thousand five hundred and thirty eight pounds (£2,461,538)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

10 The transferor transfers with

- full title guarantee
 limited title guarantee

The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters discoverable by inspection of the Property or that would be revealed by searches of public records that a prudent conveyancer would have made.

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferee's failure to make proper searches or raise requisitions on title on the results of the Transferee's searches.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

12 Additional provisions

12.1 Definitions

In this transfer, the following definitions apply:

Development Agreement	means the agreement dated 23 December 2021 between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co. Limited (4) Elephant & Castle Development UK Limited and (5) Get Living PLC relating to the proposed development at Elephant and Castle Underground Station (Northern Line).
Plan 1	means the plan annexed hereto with reference SM-ECPLOT5- Rev 0
Plan 2	means the plan annexed hereto with reference SM-ECPLOT5REM
Planning Permission	means the planning permission dated 29 July 2021 granted by the London Borough of Southwark with reference 21/AP/1104, the definition of which shall include any amendments

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

made pursuant to an application by or on behalf of the Transferee for non-material amendments pursuant to Section 96A of the Town and Planning Act 1990 as amended or as otherwise permitted under the terms of the Development Agreement.

Retained Land means the land edged red on Plan 2.

Station Lease means the lease to be granted pursuant to the Development Agreement between (1) Elephant and Castle Properties Co. Limited (2) London Underground Limited and (3) E&C Manco Limited of the northern line underground station entrance at Elephant and Castle, New Kent Road, London, SE1.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.2 Interpretation

In interpreting this transfer:

- (a) obligations undertaken by more than one person are joint and several obligations.
- (b) any obligation undertaken by the Transferor or the Transferee not to do any act or thing is treated as including an obligation not to permit or suffer such act or thing to be done.
- (c) a reference to the Property or to the Retained Land shall respectively include each and every part of it.
- (d) a reference to the Transferor or to the Transferee shall include their respective successors in title to the Retained Land and the Property.
- (e) any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.3 Indemnity

The Transferee covenants by way of indemnity only with the Transferor that the Transferee and its successors in title to the Property shall comply with the obligations on the part of the Transferor (whether as original covenantor or by way of indemnity or otherwise) contained or referred to in the property and charges registers of the title number referred to in panel 1 of this transfer to the extent that such matters relate to the Property and are still subsisting and capable of being enforced against the Transferor, and shall (to that extent) indemnify and keep indemnified the Transferor against all loss suffered by the Transferor as a result of any future breach of those obligations.

12.4 Rights excepted and reserved

There is excepted and reserved for the benefit of the Retained Land (in common with all others having like rights) a right of support from the Property for the Retained Land and any buildings from time to time on the Retained Land.

12.5 Rights granted

The Transferor grants to the Transferee for the benefit of the Property a right of support from the Retained Land for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development Agreement.

12.6 Transferee's restrictive covenants

The Transferee covenants with the Transferor for the benefit of the Retained Land, so as to bind the Property, as follows:

- (a) not to build or develop the first permanent buildings on the Property other than in accordance with the Planning Permission.
- (b) not to cause any actionable nuisance or damage to the Transferor or any occupier of the Retained Land or any neighbouring land.
- (c) (from and including the date hereof until the grant of the Station Lease or (if London Underground Limited fails to enter in to the Station Lease when it is contractually bound to do so under the Development Agreement) until the date that London Underground Limited is contractually bound to enter in to the Station Lease under the terms of the Development Agreement) not to erect any new buildings on the Property or make any extension or exterior alterations to the buildings on the Property other than as permitted under the terms of the Development Agreement.
- (d) not to raise any objection or complaint in respect of the operation of the Transferor's present or any future undertaking or the carrying out of any works by the Transferor on the Retained Land in connection thereto (including, without limitation, any noise discharge or any vibration or any radio or electromagnetic waves radiation or other electromagnetic activity arising from the operation of the Transferor's present or any future undertaking and affecting the Property or the owners or occupiers thereof) and the Transferee agrees and declares that the Transferor shall not be responsible to the Transferee for any nuisance, disturbance, annoyance or inconvenience howsoever caused to the Property or the owners or occupiers thereof which may arise in consequence of or in relation to the operation of the Transferor's present or any future undertaking.

12.9 No implied rights

It is declared as follows:

- (a) the Transferee is not entitled to any easements or other rights over the Retained Land other than those expressly granted by this transfer.
- (b) any easements or other rights that would otherwise have been conferred over the Retained Land by section 62 of the Law of Property Act 1925 are excluded in relation to this transfer.
- (c) all light to the Property over the Retained Land is enjoyed by a consent which is within section 3 of the Prescription Act 1832 and revocable without notice at any time.

12.10 Third party rights

The parties do not intend that any term of this transfer shall be enforceable

solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

12.11 **Statutory Powers**

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on its adjoining or neighbouring lands in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be in derogation of its grant

12.12 **Testimonium**

The parties have executed this transfer as a deed but it is not delivered until the date specified in panel 4.

13 **Execution**

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

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.

Executed as a deed by **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (a company incorporated in the British Virgin Islands) acting by

a person who in accordance with the laws of that territory is acting under the authority of the company

Executed as a deed by affixing the **COMMON SEAL of TRANSPORT FOR LONDON** in the presence of

Signature in the name of the company

Elephant and Castle Properties Co. Limited

.....
Authorised signatory

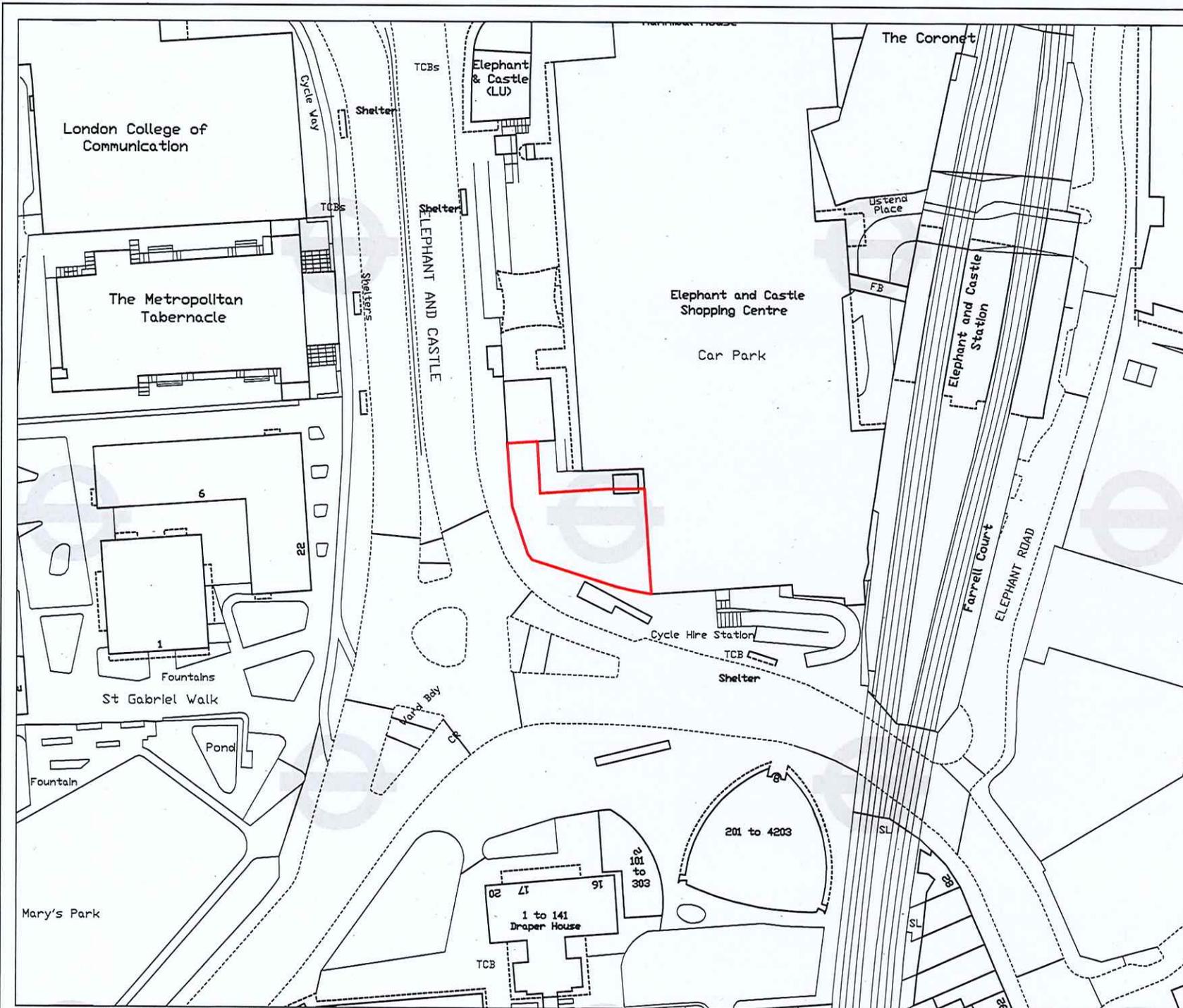
.....
Authorised signatory
Horatio Chishimba
TfL Governance Officer



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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TfL Operational Property
 Estates Management Directorate
 Palestra, 197 Blackfriars Road
 Southwark, London, SE1 8NJ

MAYOR OF LONDON

Plot 5

Legend

Transfer Plots

K/272

X TFL *Business* X



 Scale at A4 1:1250
 Coordinate Reference System: British National Grid

Date	30/09/2021
Initials	MT
Drg. No.	SM-ECPL05
Rev	0
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Palestra, 197 Blackfriars Road
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MAYOR OF LONDON

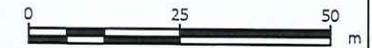
Plot 5 Retained Land

Legend

Title Boundary

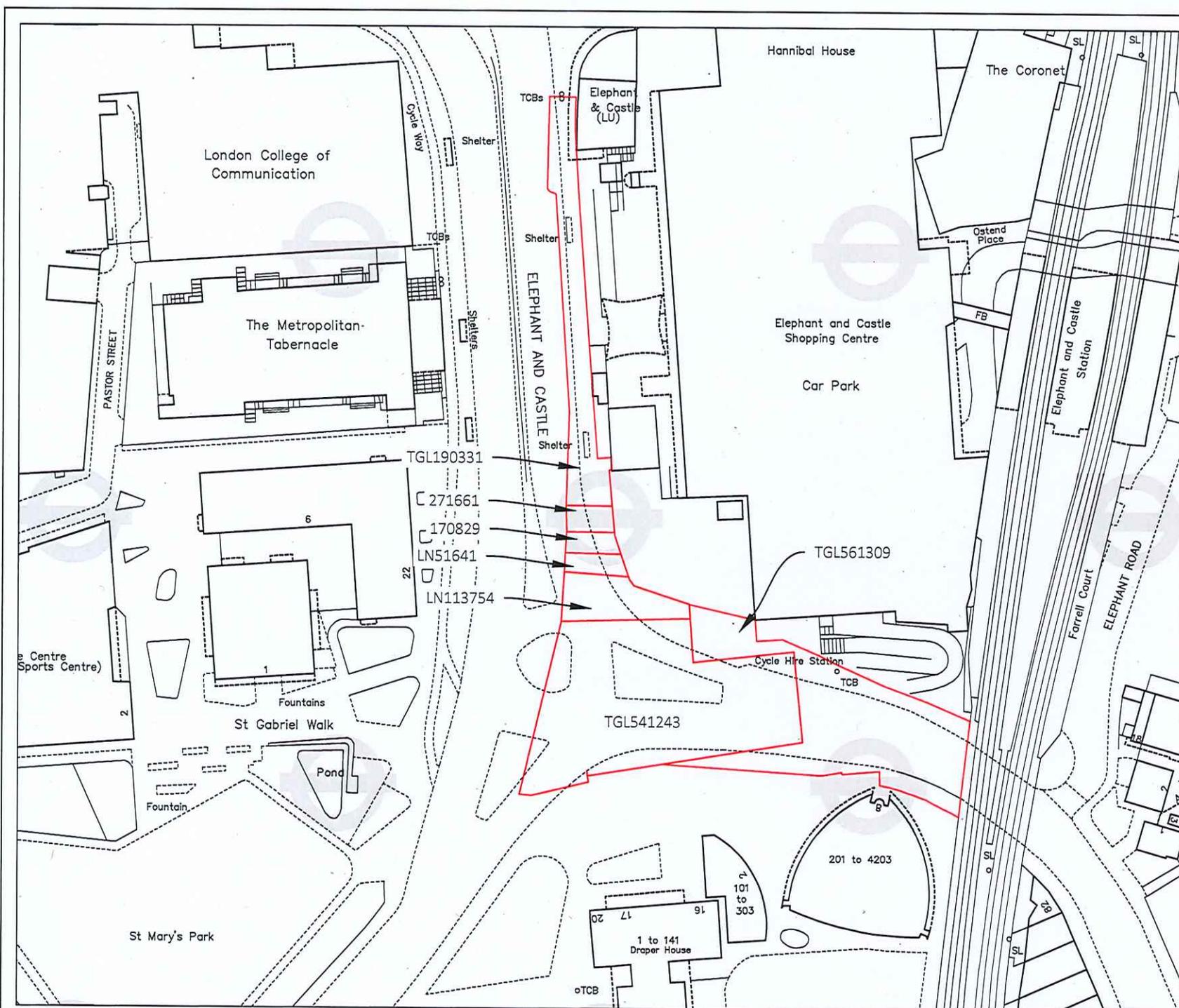
H/272

Handwritten signature
X/TFL X



Scale at A4 1:1250
Coordinate Reference System: British National Grid

Date	07/06/2021
Initials	RS
Drg. No.	SM-ECPLOT5REM
Rev	0
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HM Land Registry Transfer of part of registered title(s)

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

1	Title number(s) out of which the property is transferred: TGL442346
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: TGL 558440 and TGL190331
3	<p>Property:</p> <p>All that part of the land shown edged red on Plan 1 within title number TGL442346 below the height of 2.915m AOD</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 21 January 2022

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

5	<p>Transferor:</p> <p>London Underground Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 1900907</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Elephant and Castle Properties Co. Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation: British Virgin Islands</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's-intended address(es) for service for entry in the register:</p> <p>Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Fifty pounds (£50) plus VAT in the sum of ten pounds (£10)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

10 The transferor transfers with

- full title guarantee
- limited title guarantee

The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters discoverable by inspection of the Property or that would be revealed by searches of public records that a prudent conveyancer would have made.

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferee's failure to make proper searches or raise requisitions on title on the results of the Transferee's searches.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

12 Additional provisions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

12.1 Definitions

In this transfer, the following definitions apply:

AOD means the heights above the Ordnance Datum as published by the Ordnance Survey by reference to the mean sea level at Newlyn, Cornwall.

Development Agreement means the agreement dated 23 December 2021 between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co. Limited (4) Elephant & Castle Development UK Limited and (5) Get Living PLC relating to the proposed development at Elephant and Castle Underground Station (Northern Line) together with any further variations, amendments or supplemental agreements in respect of the same.

Initial means the "Development" Works as defined in, and carried out pursuant to, and in accordance

Development	with, the Development Agreement.
Legal Obligation	means any obligation imposed by any present or future Legislation.
Legislation	<p>all Acts of Parliament and other public or local legislation having legal effect in England and Wales together with:</p> <p>(a) all secondary legislation made under that legislation including statutory instruments, rules, orders, regulations, notices, directions, bye laws and permissions for the time being made under or deriving validity from any Act of Parliament or other public or local legislation; and</p> <p>(b) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction over the subject matter referred to in the relevant provisions in this Transfer.</p>
London Underground Limited	means London Underground Limited (incorporated in England with registered number 01900907) whose registered office is at 5 Endeavour Square, London E20 1JN.
LUL Retained Land	means the land edged blue on Plan 2, the land edged red on Plan 3 and all the land above the Property.
LUL Standards	<p>means the directions, rules, regulations, policies, standards, procedures, processes, manuals, specifications, guidelines and conditions of London Underground Limited (from time to time) made available or otherwise communicated to the Transferee and which apply to the operation of the Railway Undertaking or the Railway Assets and Premises generally and which contain requirements or guidance on:</p> <p>(a) matters of safety and security in respect of the operation of the Railway Undertaking or the Railway Assets and Premises;</p> <p>(b) the design or construction of the Railway Assets and Premises;</p> <p>(c) the operation of Railway Undertaking or the Railway Assets and Premises; or</p> <p>(d) works carried on over or in the vicinity of the Railway Assets and Premises,</p> <p>and in the event of any inconsistency between different rules, regulations, codes of practice or standards London Underground Limited's decision as to the hierarchy or application of each shall be final and conclusive.</p>

Operator	London Underground Limited or (if different) the tenant from time to time under the Station Lease as successor to London Underground Limited's function as operator of the Railway Undertaking.
Plan 1	means the plan annexed hereto with reference SM-ECPLOTTRAN8A-Rev 0.
Plan 2	means the plan annexed hereto with reference SM-RETTGL442346-Rev 0.
Plan 3	means the title plan for title number TGL558440 annexed hereto.
Plan 4	means the plan annexed hereto with reference EC-ANCILLARY-Rev 4.
Planning Permission	means the planning permission dated 29 July 2021 granted by the London Borough of Southwark with reference 21/AP/1104, the definition of which shall include any amendments made pursuant to an application by or on behalf of the Transferee for non-material amendments pursuant to Section 96A of the Town and Planning Act 1990 as amended or as otherwise permitted under the terms of the Development Agreement.
Railway Assets and Premises	means the whole or any part or parts of the railway infrastructure, track, buildings, works, conducting media, lifts, escalators, tunnels, structures, plant, apparatus and equipment and all other things serving or used, controlled or enjoyed in connection with the Railway Undertaking from time to time including all those over, under, adjoining or near to the London Underground station at Elephant and Castle, London at any time, including the property to be demised by the Station Lease.
Railway Undertaking	means the railway undertaking or network operated by London Underground Limited or any successor to London Underground Limited's function.
Relevant Works	means Works which may adversely affect the operation of the Railway Undertaking or Railway Assets and Premises.
Retained Land	means the LUL Retained Land and the TfL Retained Land.
Station Interface Plan	means the arrangements agreed by the landlord and the tenant of the Station Lease pursuant to the provisions of the Station Lease.
Station Lease	means the lease to be granted pursuant to the Development Agreement between (1) Elephant and Castle Properties Co. Limited (2) London Underground Limited and (3) E&C Manco Limited of the northern line underground station entrance at Elephant and Castle, New Kent

Road, London, SE1.

TfL means Transport for London.

TfL Retained Land means the land shaded yellow on Plan 4.

Works means maintenance, construction, demolition, building, installation, alteration, addition, improvement, rebuilding, renewal or repair carried out to the Property.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.2 Interpretation

In interpreting this transfer:

- (a) obligations undertaken by more than one person are joint and several obligations.
- (b) any obligation undertaken by the Transferor or the Transferee not to do any act or thing is treated as including an obligation not to permit or suffer such act or thing to be done.
- (c) a reference to the Property, the LUL Retained or the TfL Retained Land shall respectively include each and every part of it.
- (d) a reference to the Transferor or to the Transferee shall include their respective successors in title to the LUL Retained Land and the Property.
- (e) any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.3 Indemnity

The Transferee covenants by way of indemnity only with the Transferor that the Transferee and its successors in title to the Property shall comply with the obligations on the part of the Transferor (whether as original covenantor or by way of indemnity or otherwise) contained or referred to in the property and charges registers of the title number referred to in panel 1 of this transfer to the extent that such matters relate to the Property and are still subsisting and capable of being enforced against the Transferor, and shall (to that extent) indemnify and keep indemnified the Transferor against all loss suffered by the Transferor as a result of any future breach of those obligations.

12.4 Rights excepted and reserved

There is excepted and reserved for the benefit of the Retained Land (in common with all others having like rights) a right of support from the Property for the Retained Land and any buildings from time to time on the Retained Land.

12.5 Rights granted

- (a) The Transferor grants to the Transferee for the benefit of the Property a right of support from the LUL Retained Land for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development

Agreement.

- (b) TfL grants to the Transferee for the benefit of the Property a right of support from the TfL Retained Land for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development Agreement

12.6 Transferee's restrictive covenants

The Transferee covenants with the Transferor for the benefit of the LUL Retained Land, so as to bind the Property, as follows:

- (a) not to cause any actionable nuisance or damage to the Transferor or any occupier of the LUL Retained Land or any neighbouring land.
- (b) (from and including the date hereof until the grant of the Station Lease or (if London Underground Limited fails to enter in to the Station Lease when it is contractually bound to do so under the Development Agreement) until the date that London Underground Limited is contractually bound to enter in to the Station Lease under the terms of the Development Agreement) not to erect any new buildings on the Property or make any extension or exterior alterations to the buildings on the Property other than as permitted under the terms of the Development Agreement.
- (c) not to raise any objection or complaint in respect of the operation of the Transferor's present or any future undertaking or the carrying out of any works by the Transferor on the LUL Retained Land in connection thereto (including, without limitation, any noise discharge or any vibration or any radio or electromagnetic waves radiation or other electromagnetic activity arising from the operation of the Transferor's present or any future undertaking and affecting the Property or the owners or occupiers thereof) and the Transferee agrees and declares that the Transferor shall not be responsible to the Transferee for any nuisance, disturbance, annoyance or inconvenience howsoever caused to the Property or the owners or occupiers thereof which may arise in consequence of or in relation to the operation of the Transferor's present or any future undertaking.
- (d) not to carry out any Relevant Works without complying with the requirements and conditions in clause 12.7.

12.7 Transferee's positive covenants

The Transferee covenants with the Transferor for the benefit of the LUL Retained Land to comply with the following requirements and conditions when carrying out the Relevant Works:

- (i) advise of and consult the Operator (in adequate time for the Operator to consider properly and comment on the proposal) on any proposal for Relevant Works or for Works which may constitute Relevant Works after completion of the Initial Development;
- (ii) accept as conclusive any notice given by the Operator (acting in the discharge of its statutory duties) that Works constitute Relevant Works;
- (iii) comply with the Operator's proper requirements in relation to any Relevant Works as to:

(A) the protection of the operation of the Railway Undertaking

and the Railway Assets and Premises;

(B) insurance and protection against costs and liabilities;

(C) the protection of the use of the rights reserved in clause 12.4,

including in each case all relevant LUL Standards (including those applicable to infrastructure protection and the use of cranes in the vicinity of the Railway Assets and Premises which oversail or are within toppling distance of the Property);

- (iv) have proper regard to any issues or concerns raised by the Operator in respect of any Relevant Works including as to the method of and timetable for their implementation;
- (v) comply (in relation to those activities to which the Station Interface Plan relates) with the Station Interface Plan;
- (vi) comply with all statutory requirements applicable to any Relevant Works;
- (vii) give reasonable notice in writing to the Operator prior to commencement of any Relevant Works;
- (viii) ensure that the Relevant Works are carried out with as little inconvenience to the Operator and the Railway Undertaking as is reasonably practicable;
- (ix) at its own cost make good any damage caused to the Railway Assets and Premises by any works as soon as reasonably practicable; and
- (x) reimburse the Operator for all reasonable and proper costs reasonably and properly incurred by the Operator (including by way of external consultants and in the use of its own employees (such costs also to be reasonable and proper) in relation to any proposal for Relevant Works to which this clause 12.7 relates.

12.8 **No implied rights**

It is declared as follows:

- (a) the Transferee is not entitled to any easements or other rights over the Retained Land other than those expressly granted by this transfer.
- (b) any easements or other rights that would otherwise have been conferred over the Retained Land by section 62 of the Law of Property Act 1925 are excluded in relation to this transfer.
- (c) all light to the Property over the Retained Land is enjoyed by a consent which is within section 3 of the Prescription Act 1832 and revocable without notice at any time.

12.9 **Third party rights**

The parties do not intend that any term of this transfer shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

12.10 Statutory Powers

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on its adjoining or neighbouring lands in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be in derogation of its grant

12.11 Testimonium

The parties have executed this transfer as a deed but it is not delivered until the date specified in panel 4.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Executed as a deed by **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (a company incorporated in the British Virgin Islands) acting by

Signature in the name of the company
Elephant and Castle Properties Co. Limited

a person who in accordance with the laws of that territory is acting under the authority of the company

.....
Authorised signatory

Executed as a deed by affixing the **COMMON SEAL** of **LONDON UNDERGROUND LIMITED** in the presence of

Horatio Chishimba
.....
Authorised signatory
Horatio Chishimba
TfL Governance Officer



Executed as a deed by affixing the **COMMON SEAL** of **TRANSPORT FOR LONDON** in the presence of

Horatio Chishimba
.....
Authorised signatory
Horatio Chishimba
TfL Governance Officer



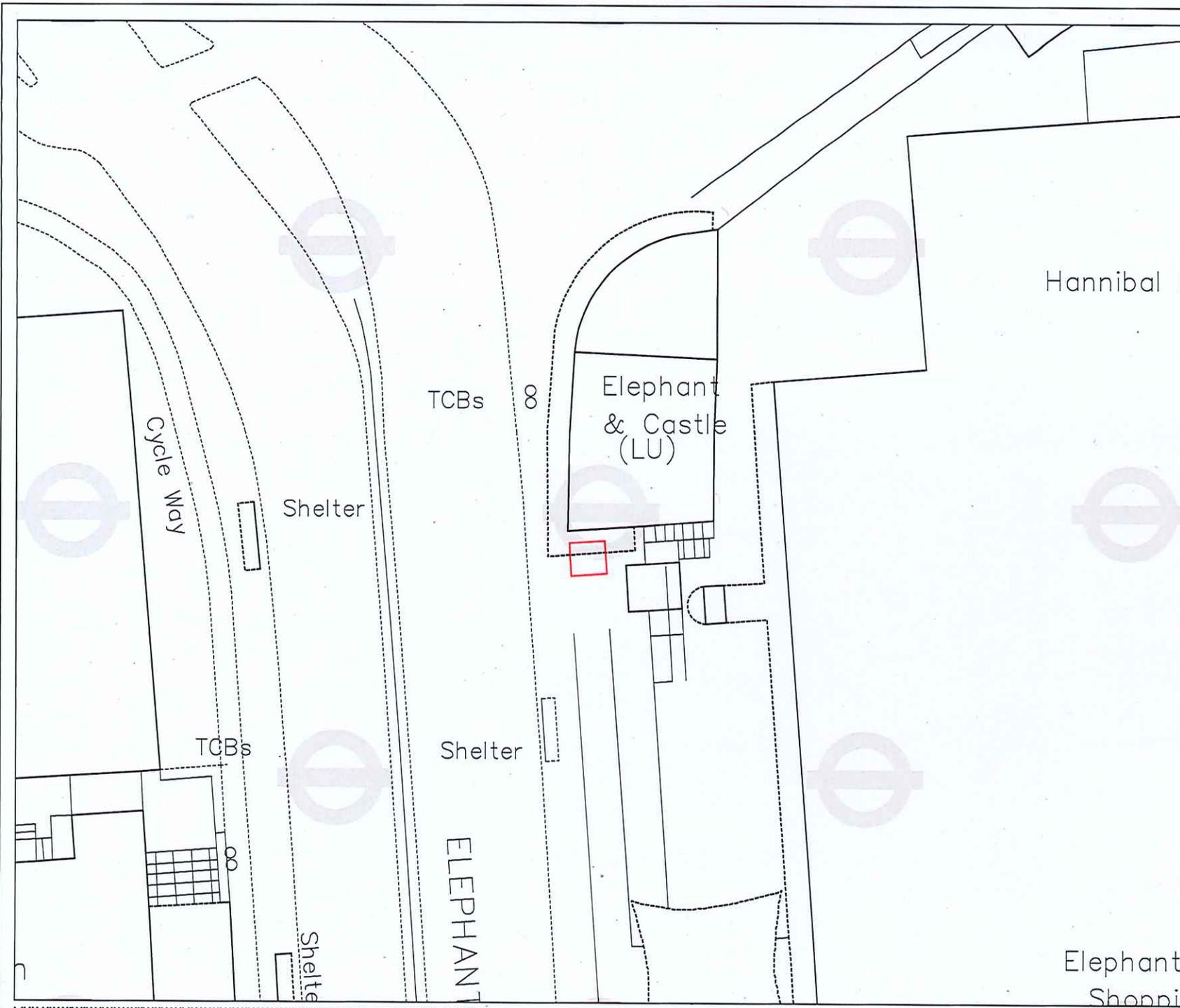
WARNING

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 Estates Management Directorate
 Palestra, 197 Blackfriars Road
 Southwark, London, SE1 8NJ

MAYOR OF LONDON

Plot 8a

H/231

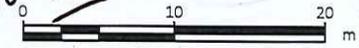
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 Transfer Plot

H/231
X - CUL

X TFC H/273 X

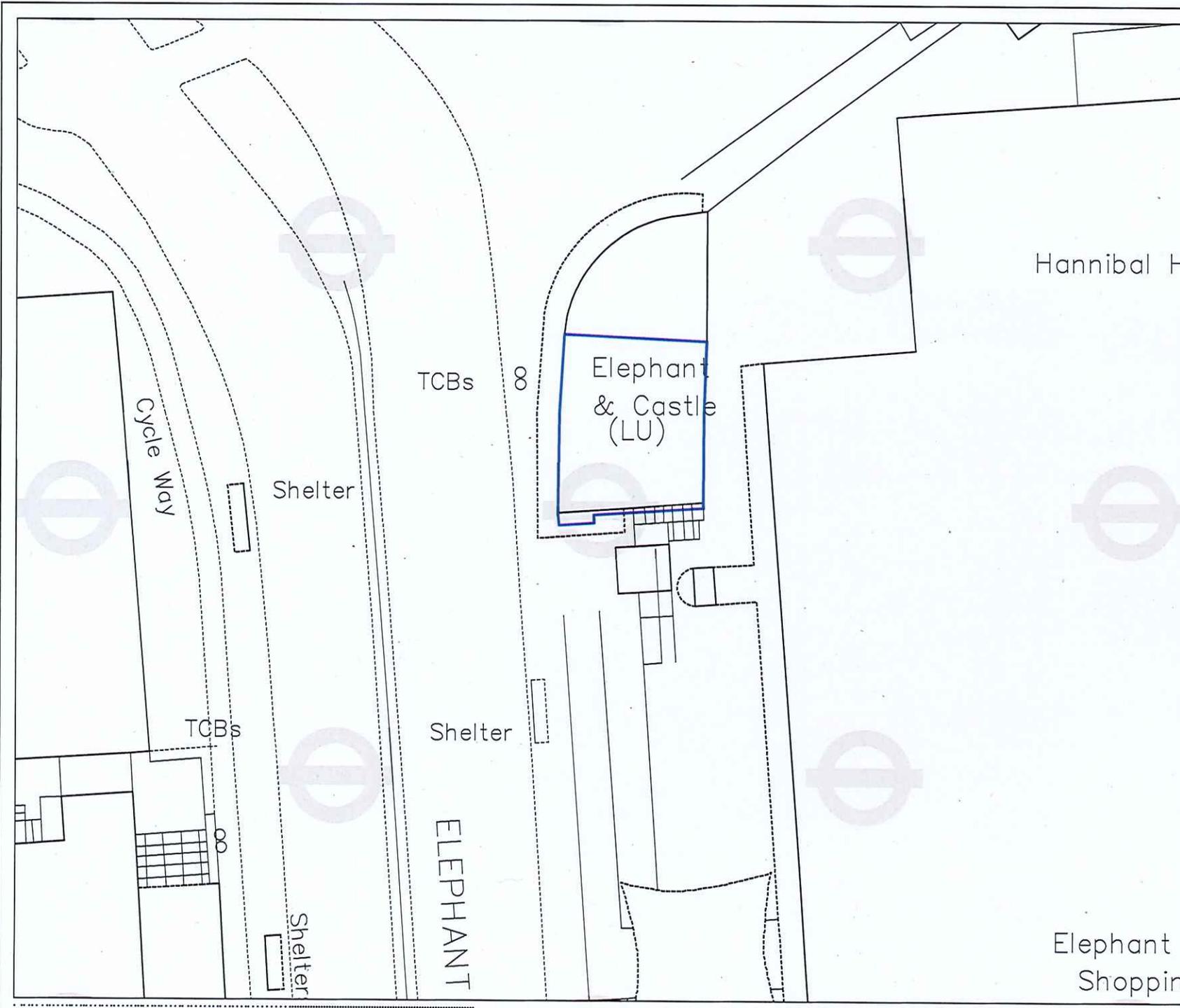
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Scale at A4 1:500
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Initials	RS
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Rev	0
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Elephant
 Shopp



TfL Operational Property
 Estates Management Directorate
 Palestra, 197 Blackfriars Road
 Southwark, London, SE1 8NJ

MAYOR OF LONDON

Retained Land -
 TGL442346

#/239

Legend

 Retained Land -
 TGL442346

Handwritten signature

X LUL

H/273

X TFL

Handwritten signature



Scale at A4 Custom
 Coordinate Reference System: British National Grid

Date	07/06/2021
Initials	RS
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Rev	0
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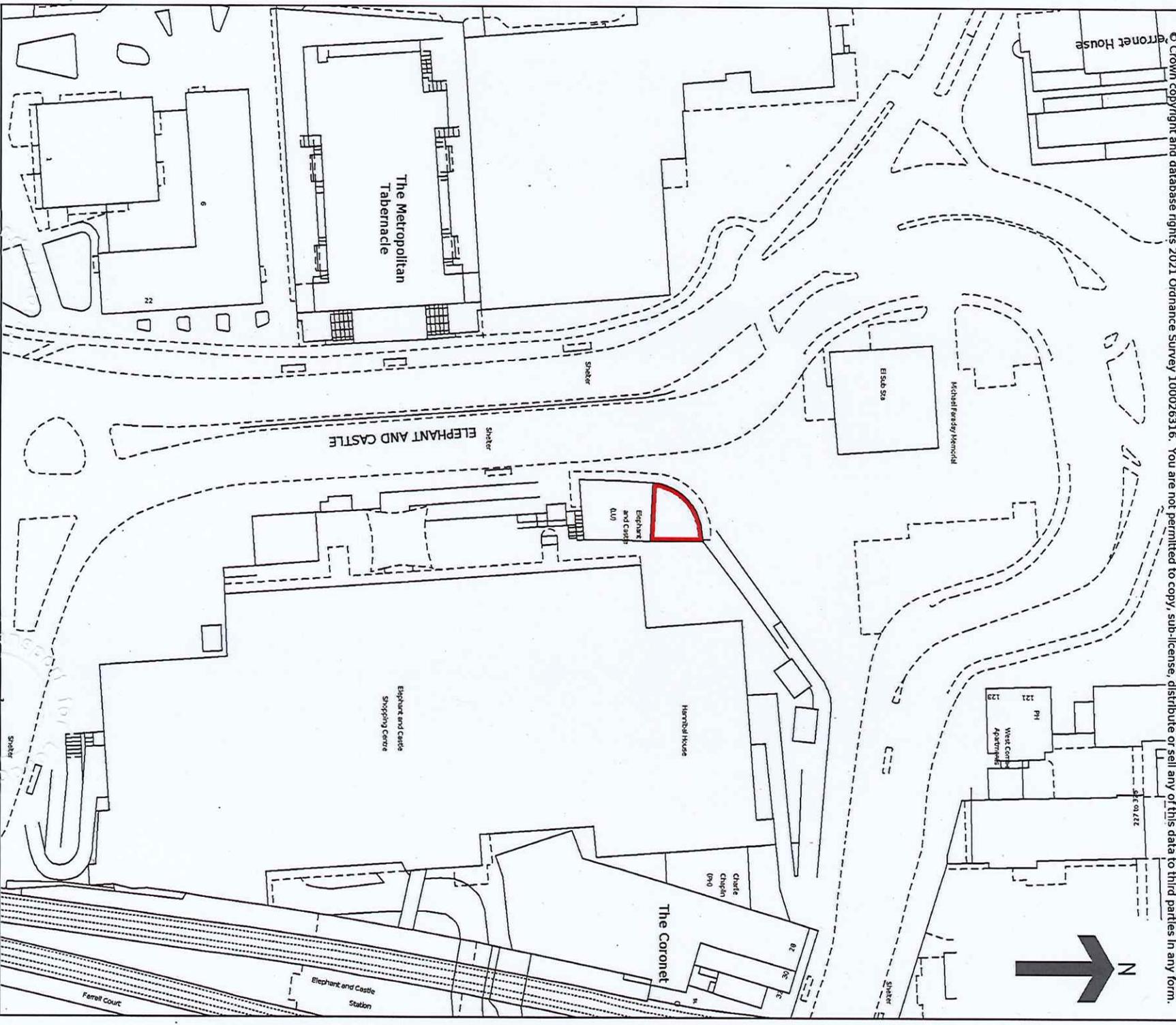
Elephant Shopping

HM Land Registry
Official copy of
title plan

Title number **TGL558440**
Ordnance Survey map reference **TQ3179SE**
Scale **1:1250**
Administrative area **Southwark**



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01600667
H/239

Knoll

H/238

Knoll

v TFC



TfL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

Ancillary Land -
Retained Land

H/23

Legend

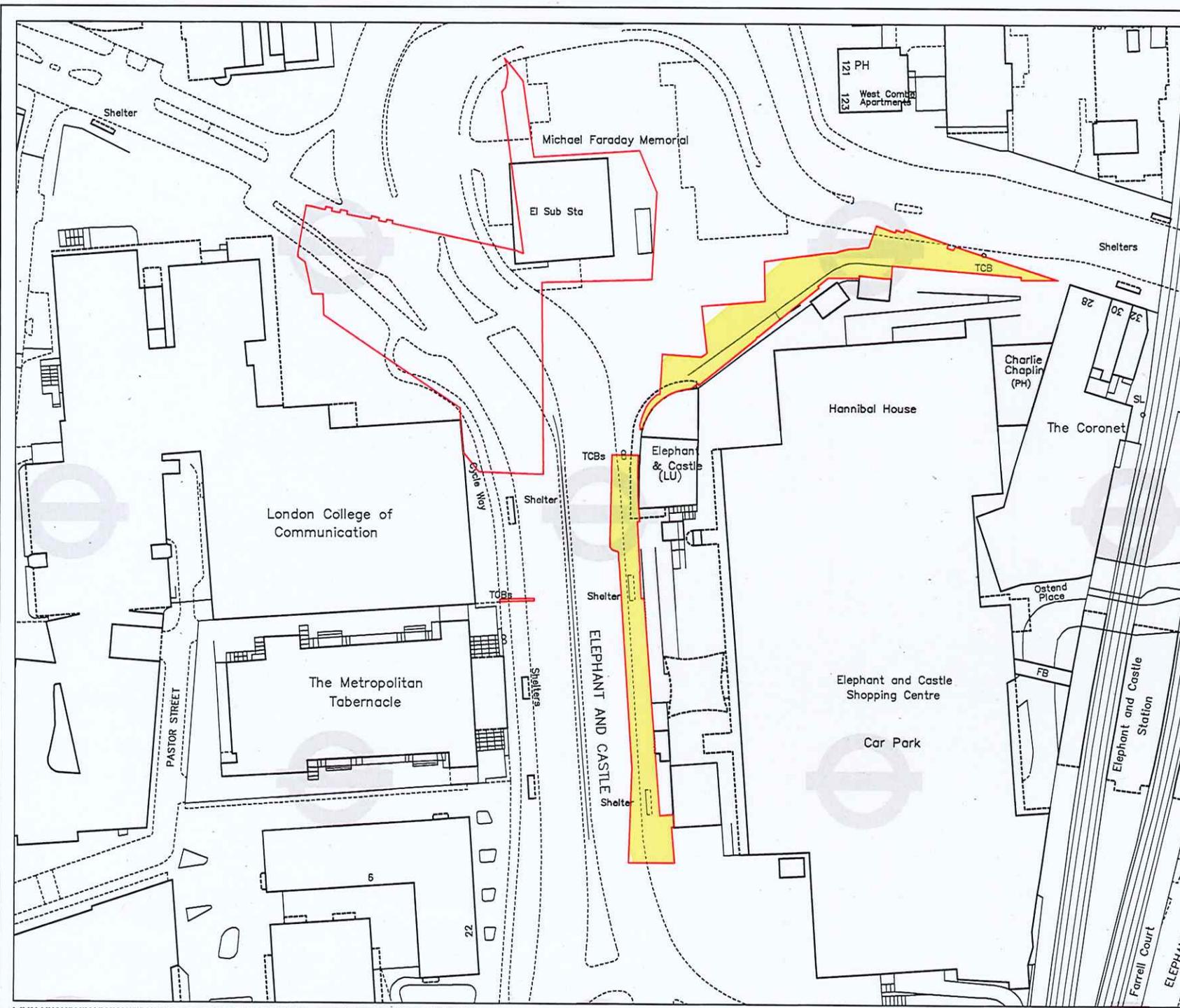
- TGL190331
- Right of Support

Handwritten notes:
LUL
X TFL H/273 X

Handwritten signature: H/23

Scale at A4 1:1250
Coordinate Reference System: British National Grid

Date	02/11/2021
Initials	RS
Drg. No.	EC-ANCILLARY
Rev	4
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HM Land Registry

TP1

Transfer of part of registered title(s)

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

1	Title number(s) out of which the property is transferred: TGL190331
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>All that part of the land shown edged red on Plan 1 within title number TGL190331 below the height of 2.915 metres AOD</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 21 January 2022
5	<p>Transferor:</p> <p>Transport for London</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

6	<p>Transferee for entry in the register:</p> <p>Elephant and Castle Properties Co. Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation: British Virgin Islands</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Fifty pounds (£50)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p>

Add any modifications.

limited title guarantee

The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters discoverable by inspection of the Property or that would be revealed by searches of public records that a prudent conveyancer would have made.

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferee's failure to make proper searches or raise requisitions on title on the results of the Transferee's searches.

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

12 Additional provisions

- Use this panel for:
- definitions of terms not defined above
 - rights granted or reserved
 - restrictive covenants
 - other covenants
 - agreements and declarations
 - any required or permitted statements
 - other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

12.1 Definitions

In this transfer, the following definitions apply:

AOD	means the height above Ordnance Datum as published by the Ordnance Survey by reference to the mean sea level at Newlyn, Cornwall.
Development Agreement	means the agreement dated 23 December 2021 between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co. Limited (4) Elephant & Castle Development UK Limited and (5) Get Living PLC relating to the proposed development at Elephant and Castle Underground Station (Northern Line) together with any further variations, amendments or supplemental agreements in respect of the same.
Initial Development	means the "Development Works" as defined in, and carried out pursuant to, and in accordance with, the Development Agreement.
Legal Obligation	means any obligation imposed by any present or future Legislation.
Legislation	all Acts of Parliament and other public or local legislation having legal effect in England and Wales together with: <ul style="list-style-type: none"> (a) all secondary legislation made under that legislation including statutory instruments, rules, orders, regulations, notices, directions, bye laws and permissions for the time being made under or deriving validity from any Act of Parliament or other public or local legislation; and (b) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction over the subject matter referred to in the relevant provisions in this Transfer.
London Underground Limited	means London Underground Limited (incorporated in England with registered number 01900907) whose registered office is at 5 Endeavour Square, London E20 1JN.
LUL Standards	means the directions, rules, regulations, policies, standards, procedures, processes, manuals, specifications, guidelines and conditions of London Underground Limited (from time to time) made available or otherwise communicated to the Transferee and which apply to the operation of the Railway Undertaking or the Railway Assets and Premises generally and which contain requirements or guidance on: <ul style="list-style-type: none"> (a) matters of safety and security in respect of the operation of the Railway

Undertaking or the Railway Assets and Premises;

(b) the design or construction of the Railway Assets and Premises;

(c) the operation of Railway Undertaking or the Railway Assets and Premises; or

(d) works carried on over or in the vicinity of the Railway Assets and Premises,

and in the event of any inconsistency between different rules, regulations, codes of practice or standards London Underground Limited's decision as to the hierarchy or application of each shall be final and conclusive.

Operator London Underground Limited or (if different) the tenant from time to time under the Station Lease as successor to London Underground Limited's function as operator of the Railway Undertaking.

Plan 1 means the plan annexed hereto with reference SM-ECPLOTTRAN8B-R0.

Plan 2 means the plan annexed hereto with reference EC-ANCILLARY Rev. 2.

Planning Permission means the planning permission dated 29 July 2021 granted by the London Borough of Southwark with reference 21/AP/1104, the definition of which shall include any amendments made pursuant to an application by or on behalf of the Transferee for non-material amendments pursuant to Section 96A of the Town and Planning Act 1990 as amended or as otherwise permitted under the terms of the Development Agreement..

Railway Assets and Premises means the whole or any part or parts of the railway infrastructure, track, buildings, works, conducting media, lifts, escalators, tunnels, structures, plant, apparatus and equipment and all other things serving or used, controlled or enjoyed in connection with the Railway Undertaking from time to time including all those over, under, adjoining or near to the London Underground station at Elephant and Castle, London at any time, including the property to be demised by the Station Lease.

Railway Undertaking means the railway undertaking or network operated by London Underground Limited or any successor to London Underground Limited's function.

Relevant Works means Works which may adversely affect the operation of the Railway Undertaking or Railway Assets and Premises.

Retained Land	means the land edged red on Plan 2 and all the land above the Property.
Station Interface Plan	means the arrangements agreed by the landlord and the tenant of the Station Lease pursuant to the provisions of the Station Lease.
Station Lease	means the lease to be granted pursuant to the Development Agreement between (1) Elephant and Castle Properties Co. Limited (2) London Underground Limited and (3) E&C Manco Limited of the northern line underground station entrance at Elephant and Castle, New Kent Road, London, SE1.
Works	means maintenance, construction, demolition, building, installation, alteration, addition, improvement, rebuilding, renewal or repair carried out to the Property.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.2 Interpretation

In interpreting this transfer:

- (a) obligations undertaken by more than one person are joint and several obligations.
- (b) any obligation undertaken by the Transferor or the Transferee not to do any act or thing is treated as including an obligation not to permit or suffer such act or thing to be done.
- (c) a reference to the Property or to the Retained Land shall respectively include each and every part of it.
- (d) a reference to the Transferor or to the Transferee shall include their respective successors in title to the Retained Land and the Property.
- (e) any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.3 Indemnity

The Transferee covenants by way of indemnity only with the Transferor that the Transferee and its successors in title to the Property shall comply with the obligations on the part of the Transferor (whether as original covenantor or by way of indemnity or otherwise) contained or referred to in the property and charges registers of the title number referred to in panel 1 of this transfer to the extent that such matters relate to the Property and are still subsisting and capable of being enforced against the Transferor, and shall (to that extent) indemnify and keep indemnified the Transferor against all loss suffered by the Transferor as a result of any future breach of those obligations.

12.4 Rights excepted and reserved

There is excepted and reserved for the benefit of the Retained Land (in common with all others having like rights) a right of support from the Property for the Retained Land and any buildings from time to time on the Retained

Land.

12.5 Rights granted

The Transferor grants to the Transferee for the benefit of the Property a right of support from the Retained Land for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development Agreement.

12.6 Transferee's restrictive covenants

The Transferee covenants with the Transferor for the benefit of the Retained Land, so as to bind the Property, as follows:

- (a) not to cause any actionable nuisance or damage to the Transferor or any occupier of the Retained Land or any neighbouring land.
- (b) (from and including the date hereof until the grant of the Station Lease or (if London Underground Limited fails to enter in to the Station Lease when it is contractually bound to do so under the Development Agreement) until the date that London Underground Limited is contractually bound to enter in to the Station Lease under the terms of the Development Agreement) not to erect any new buildings on the Property or make any extension or exterior alterations to the buildings on the Property other than as permitted under the terms of the Development Agreement.
- (c) not to raise any objection or complaint in respect of the operation of the Transferor's present or any future undertaking or the carrying out of any works by the Transferor on the Retained Land in connection thereto (including, without limitation, any noise discharge or any vibration or any radio or electromagnetic waves radiation or other electromagnetic activity arising from the operation of the Transferor's present or any future undertaking and affecting the Property or the owners or occupiers thereof) and the Transferee agrees and declares that the Transferor shall not be responsible to the Transferee for any nuisance, disturbance, annoyance or inconvenience howsoever caused to the Property or the owners or occupiers thereof which may arise in consequence of or in relation to the operation of the Transferor's present or any future undertaking.
- (d) not to carry out any Relevant Works without complying with the requirements and conditions in clause 12.7.

12.7 Transferee's positive covenants

The Transferee covenants with the Transferor for the benefit of the Retained Land to comply with the following requirements and conditions when carrying out the Relevant Works:

- (i) advise of and consult the Operator (in adequate time for the Operator to consider properly and comment on the proposal) on any proposal for Relevant Works or for Works which may constitute Relevant Works after completion of the Initial Development;
- (ii) accept as conclusive any notice given by the Operator (acting in the discharge of its statutory duties) that Works constitute Relevant Works;
- (iii) comply with the Operator's proper requirements in relation to any

Relevant Works as to:

- (A) the protection of the operation of the Railway Undertaking and the Railway Assets and Premises;
- (B) insurance and protection against costs and liabilities;
- (C) the protection of the use of the rights reserved in clause 12.4,

including in each case all relevant LUL Standards (including those applicable to infrastructure protection and the use of cranes in the vicinity of the Railway Assets and Premises which oversail or are within toppling distance of the Property);

- (iv) have proper regard to any issues or concerns raised by the Operator in respect of any Relevant Works including as to the method of and timetable for their implementation;
- (v) comply (in relation to those activities to which the Station Interface Plan relates) with the Station Interface Plan;
- (vi) comply with all statutory requirements applicable to any Relevant Works;
- (vii) give reasonable notice in writing to the Operator prior to commencement of any Relevant Works;
- (viii) ensure that the Relevant Works are carried out with as little inconvenience to the Operator and the Railway Undertaking as is reasonably practicable;
- (ix) at its own cost make good any damage caused to the Railway Assets and Premises by any works as soon as reasonably practicable; and
- (x) reimburse the Operator for all reasonable and proper costs reasonably and properly incurred by the Operator (including by way of external consultants and in the use of its own employees (such costs also to be reasonable and proper) in relation to any proposal for Relevant Works to which this clause 12.7 relates.

12.8 **No implied rights**

It is declared as follows:

- (a) the Transferee is not entitled to any easements or other rights over the Retained Land other than those expressly granted by this transfer.
- (b) any easements or other rights that would otherwise have been conferred over the Retained Land by section 62 of the Law of Property Act 1925 are excluded in relation to this transfer.
- (c) all light to the Property over the Retained Land is enjoyed by a consent which is within section 3 of the Prescription Act 1832 and revocable without notice at any time.

12.9 **Third party rights**

The parties do not intend that any term of this transfer shall be enforceable.

solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

12.10 **Statutory Powers**

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on its adjoining or neighbouring lands in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be in derogation of its grant

12.11 **Testimonium**

The parties have executed this transfer as a deed but it is not delivered until the date specified in panel 4.

13 **Execution**

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

Executed as a deed by **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (a company incorporated in the British Virgin Islands) acting by

a person who in accordance with the laws of that territory is acting under the authority of the company

Executed as a deed by affixing the **COMMON SEAL OF TRANSPORT FOR LONDON** in the presence of

Signature in the name of the company
Elephant and Castle Properties Co. Limited

.....
Authorised signatory

.....
Authorised signatory
Horatio Chishimba
TfL Governance Officer



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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TFL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

Plot 8b

Legend

 Transfer Plot

TFL
H/274
Shirley



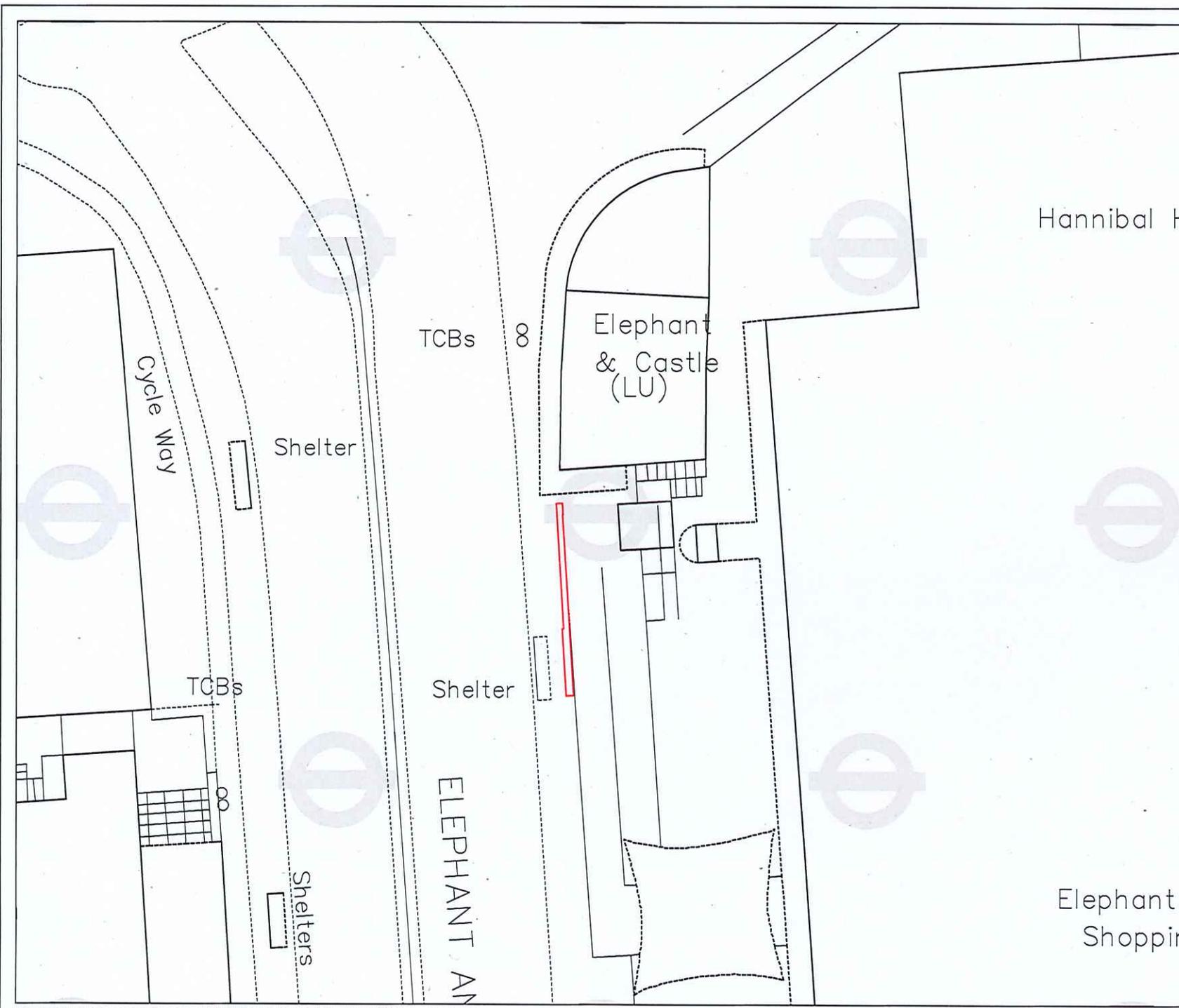
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Scale at A4 1:500

Coordinate Reference System: British National Grid

Date	14/06/2021
Initials	RS
Drg. No.	SM-ECPLOTTRAN8B
Rev	0

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Hannibal H

Elephant & Castle (LU)

TCBs 8

Cycle Way

Shelter

TCBs

Shelter

Shelters

ELEPHANT AN

Elephant Shopping



TfL Operational Property
Estates Management Directorate
Palestra, 197 Blackfriars Road
Southwark, London, SE1 8NJ

MAYOR OF LONDON

Ancillary Land - Retained Land

Legend

 TGL190331

X TFL X
H/274

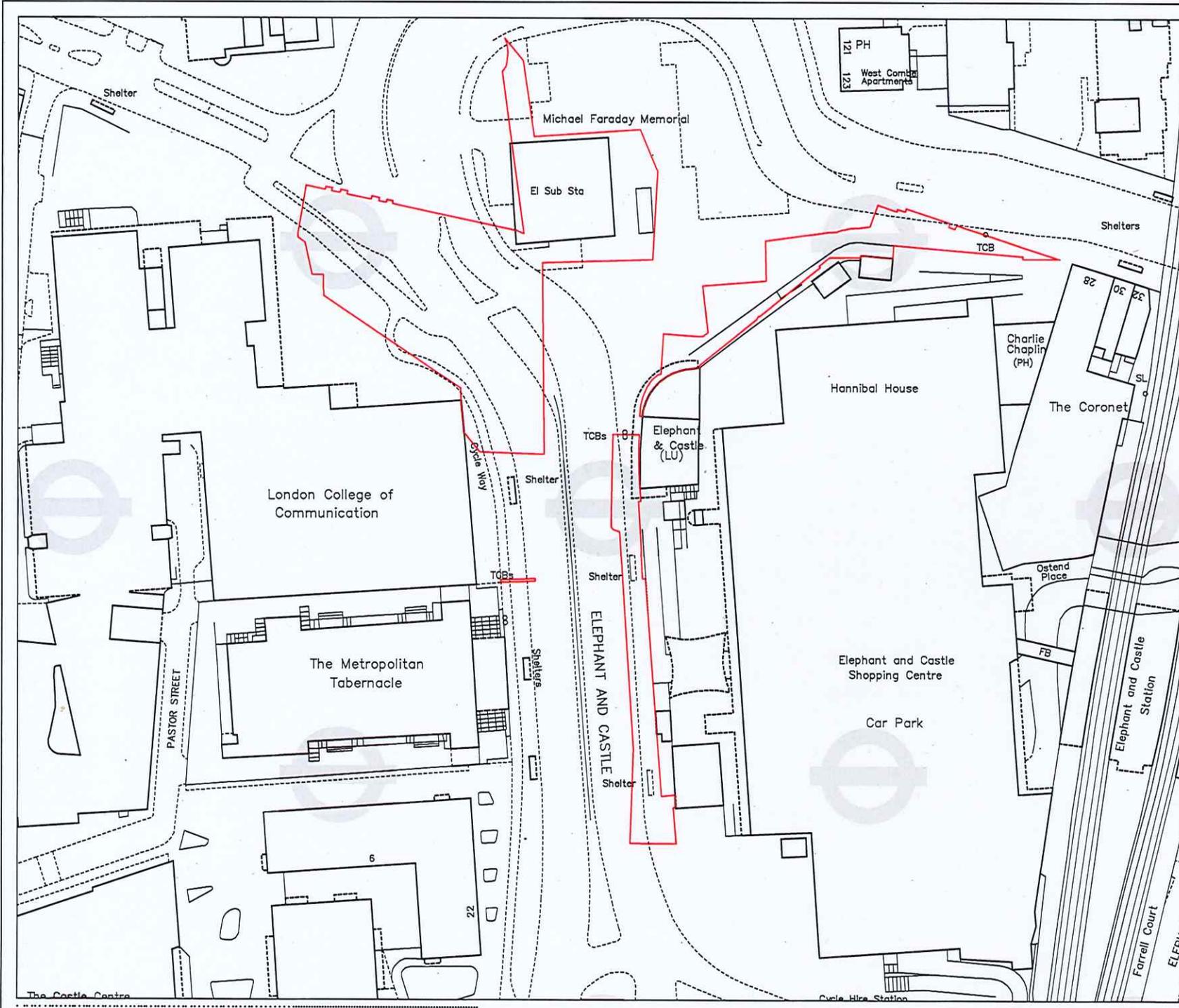
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0 25 50 m

Scale at A4 1:1250
Coordinate Reference System: British National Grid

Date	07/06/2021
Initials	RS
Drg. No.	EC-ANCILLARY
Rev	2
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HM Land Registry

Transfer of part of registered title(s)

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

1	Title number(s) out of which the property is transferred: TGL190331
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>All that part of the land shown edged red on Plan 1 within title number TGL190331 above the height of – (minus) 15.000 metres AOD and below the height of 2.950 metres AOD</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 21 January 2022

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

5	<p>Transferor:</p> <p>Transport for London</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Elephant and Castle Properties Co. Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation: British Virgin Islands</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Fifty pounds (£50)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

10 The transferor transfers with

- full title guarantee
- limited title guarantee

The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters discoverable by inspection of the Property or that would be revealed by searches of public records that a prudent conveyancer would have made.

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferee's failure to make proper searches or raise requisitions on title on the results of the Transferee's searches.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

12 Additional provisions

12.1 Definitions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

In this transfer, the following definitions apply:

AOD

means the height above Ordnance Datum as published by the Ordnance Survey by reference to the mean sea level at Newlyn, Cornwall.

Development Agreement

means the agreement dated 23 December 2021 between (1) London Underground Limited (2) Transport for London (3) Elephant and Castle Properties Co. Limited (4) Elephant & Castle Development UK Limited and (5) Get Living PLC relating to the proposed development at Elephant and Castle Underground Station (Northern Line) together with any further variations, amendments or supplemental agreements in respect of the same.

Initial

means the "Development Works" as defined in, and carried out pursuant to, and in accordance

Development with, the Development Agreement.

Legal Obligation means any obligation imposed by any present or future Legislation.

Legislation all Acts of Parliament and other public or local legislation having legal effect in England and Wales together with:

- (a) all secondary legislation made under that legislation including statutory instruments, rules, orders, regulations, notices, directions, bye laws and permissions for the time being made under or deriving validity from any Act of Parliament or other public or local legislation; and
- (b) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction over the subject matter referred to in the relevant provisions in this Transfer.

London Underground Limited means London Underground Limited (incorporated in England with registered number 01900907) whose registered office is at 5 Endeavour Square, London E20 1JN.

LUL Standards means the directions, rules, regulations, policies, standards, procedures, processes, manuals, specifications, guidelines and conditions of London Underground Limited (from time to time) made available or otherwise communicated to the Transferee and which apply to the operation of the Railway Undertaking or the Railway Assets and Premises generally and which contain requirements or guidance on:

- (a) matters of safety and security in respect of the operation of the Railway Undertaking or the Railway Assets and Premises;
- (b) the design or construction of the Railway Assets and Premises;
- (c) the operation of Railway Undertaking or the Railway Assets and Premises; or
- (d) works carried on over or in the vicinity of the Railway Assets and Premises,

and in the event of any inconsistency between different rules, regulations, codes of practice or standards London Underground Limited's decision as to the hierarchy or application of each shall be final and conclusive.

Operator London Underground Limited or (if different) the tenant from time to time under the Station Lease as successor to London Underground Limited's

	function as operator of the Railway Undertaking.
Plan 1	means the plan annexed hereto with reference SM-ECPLOT9-Rev 0
Plan 2	means the plan annexed hereto with reference EC-ANCILLARY-Rev 2
Planning Permission	means the planning permission dated 29 July 2021 granted by the London Borough of Southwark with reference 21/AP/1104, the definition of which shall include any amendments made pursuant to an application by or on behalf of the Transferee for non-material amendments pursuant to Section 96A of the Town and Planning Act 1990 as amended or as otherwise permitted under the terms of the Development Agreement..
Railway Assets and Premises	means the whole or any part or parts of the railway infrastructure, track, buildings, works, conducting media, lifts, escalators, tunnels, structures, plant, apparatus and equipment and all other things serving or used, controlled or enjoyed in connection with the Railway Undertaking from time to time including all those over, under, adjoining or near to the London Underground station at Elephant and Castle, London at any time, including the property to be demised by the Station Lease.
Railway Undertaking	means the railway undertaking or network operated by London Underground Limited or any successor to London Underground Limited's function.
Relevant Works	means Works which may adversely affect the operation of the Railway Undertaking or Railway Assets and Premises.
Retained Land	means the land edged red on Plan 2, all the land above the Property and all the land below the Property.
Station Interface Plan	means the arrangements agreed by the landlord and the tenant of the Station Lease pursuant to the provisions of the Station Lease.
Station Lease	means the lease to be granted pursuant to the Development Agreement between (1) Elephant and Castle Properties Co. Limited (2) London Underground Limited and (3) E&C Manco Limited of the northern line underground station entrance at Elephant and Castle, New Kent Road, London, SE1.
Works	means maintenance, construction, demolition, building, installation, alteration, addition, improvement, rebuilding, renewal or repair carried out to the Property.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.2 Interpretation

In interpreting this transfer:

- (a) obligations undertaken by more than one person are joint and several obligations.
- (b) any obligation undertaken by the Transferor or the Transferee not to do any act or thing is treated as including an obligation not to permit or suffer such act or thing to be done.
- (c) a reference to the Property or to the Retained Land shall respectively include each and every part of it.
- (d) a reference to the Transferor or to the Transferee shall include their respective successors in title to the Retained Land and the Property.
- (e) any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.3 Indemnity

The Transferee covenants by way of indemnity only with the Transferor that the Transferee and its successors in title to the Property shall comply with the obligations on the part of the Transferor (whether as original covenantor or by way of indemnity or otherwise) contained or referred to in the property and charges registers of the title number referred to in panel 1 of this transfer to the extent that such matters relate to the Property and are still subsisting and capable of being enforced against the Transferor, and shall (to that extent) indemnify and keep indemnified the Transferor against all loss suffered by the Transferor as a result of any future breach of those obligations.

12.4 Rights excepted and reserved

There is excepted and reserved for the benefit of the Retained Land (in common with all others having like rights) a right of support from the Property for the Retained Land and any buildings from time to time on the Retained Land.

12.5 Rights granted

The Transferor grants to the Transferee for the benefit of the Property a right of support from the Retained Land for the Property and any buildings erected on the Property pursuant to the Planning Permission or as otherwise permitted under the terms of the Development Agreement.

12.6 Transferee's restrictive covenants

The Transferee covenants with the Transferor for the benefit of the Retained Land, so as to bind the Property, as follows:

- (a) not to cause any actionable nuisance or damage to the Transferor or any occupier of the Retained Land or any neighbouring land.
- (b) (from and including the date hereof until the grant of the Station Lease or (if London Underground Limited fails to enter in to the Station Lease when it is contractually bound to do so under the Development Agreement) until the date that London Underground Limited is

contractually bound to enter in to the Station Lease under the terms of the Development Agreement) not to erect any new buildings on the Property or make any extension or exterior alterations to the buildings on the Property other than as permitted under the terms of the Development Agreement.

- (c) not to raise any objection or complaint in respect of the operation of the Transferor's present or any future undertaking or the carrying out of any works by the Transferor on the Retained Land in connection thereto (including, without limitation, any noise discharge or any vibration or any radio or electromagnetic waves radiation or other electromagnetic activity arising from the operation of the Transferor's present or any future undertaking and affecting the Property or the owners or occupiers thereof) and the Transferee agrees and declares that the Transferor shall not be responsible to the Transferee for any nuisance, disturbance, annoyance or inconvenience howsoever caused to the Property or the owners or occupiers thereof which may arise in consequence of or in relation to the operation of the Transferor's present or any future undertaking.
- (d) not to carry out any Relevant Works without complying with the requirements and conditions in clause 12.7.

12.7 Transferee's positive covenants

The Transferee covenants with the Transferor for the benefit of the Retained Land to comply with the following requirements and conditions when carrying out the Relevant Works:

- (i) advise of and consult the Operator (in adequate time for the Operator to consider properly and comment on the proposal) on any proposal for Relevant Works or for Works which may constitute Relevant Works after completion of the Initial Development;
- (ii) accept as conclusive any notice given by the Operator (acting in the discharge of its statutory duties) that Works constitute Relevant Works;
- (iii) comply with the Operator's proper requirements in relation to any Relevant Works as to:
 - (A) the protection of the operation of the Railway Undertaking and the Railway Assets and Premises;
 - (B) insurance and protection against costs and liabilities;
 - (C) the protection of the use of the rights reserved in clause 12.4,

including in each case all relevant LUL Standards (including those applicable to infrastructure protection and the use of cranes in the vicinity of the Railway Assets and Premises which oversail or are within toppling distance of the Property);
- (iv) have proper regard to any issues or concerns raised by the Operator in respect of any Relevant Works including as to the method of and timetable for their implementation;
- (v) comply (in relation to those activities to which the Station Interface Plan relates) with the Station Interface Plan ;
- (vi) comply with all statutory requirements applicable to any Relevant

Works;

- (vii) give reasonable notice in writing to the Operator prior to commencement of any Relevant Works;
- (viii) ensure that the Relevant Works are carried out with as little inconvenience to the Operator and the Railway Undertaking as is reasonably practicable;
- (ix) at its own cost make good any damage caused to the Railway Assets and Premises by any works as soon as reasonably practicable; and
- (x) reimburse the Operator for all reasonable and proper costs reasonably and properly incurred by the Operator (including by way of external consultants and in the use of its own employees (such costs also to be reasonable and proper) in relation to any proposal for Relevant Works to which this clause 12.7 relates.

12.8 **No implied rights**

It is declared as follows:

- (a) the Transferee is not entitled to any easements or other rights over the Retained Land other than those expressly granted by this transfer.
- (b) any easements or other rights that would otherwise have been conferred over the Retained Land by section 62 of the Law of Property Act 1925 are excluded in relation to this transfer.
- (c) all light to the Property over the Retained Land is enjoyed by a consent which is within section 3 of the Prescription Act 1832 and revocable without notice at any time.

12.9 **Third party rights**

The parties do not intend that any term of this transfer shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

12.10 **Statutory Powers**

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on its adjoining or neighbouring lands in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be in derogation of its grant

12.11 **Testimonium**

The parties have executed this transfer as a deed but it is not delivered until the date specified in panel 4.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

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.

13 Execution

Executed as a deed by **ELEPHANT AND CASTLE PROPERTIES CO. LIMITED** (a company incorporated in the British Virgin Islands) acting by

a person who in accordance with the laws of that territory is acting under the authority of the company

Executed as a deed by affixing the **COMMON SEAL OF TRANSPORT FOR LONDON** in the presence of

Signature in the name of the company

Elephant and Castle Properties Co. Limited

.....
Authorised signatory

.....
Authorised signatory

Horatio Chishimba
TfL Governance Officer





TfL Operational Property
 Estates Management Directorate
 Palestra, 197 Blackfriars Road
 Southwark, London, SE1 8NJ

MAYOR OF LONDON

Plot 9

Legend

 Transfer Plots

X TFL X
 H/275
 [Signature]



Scale at A4 1:1250

Coordinate Reference System: British National Grid

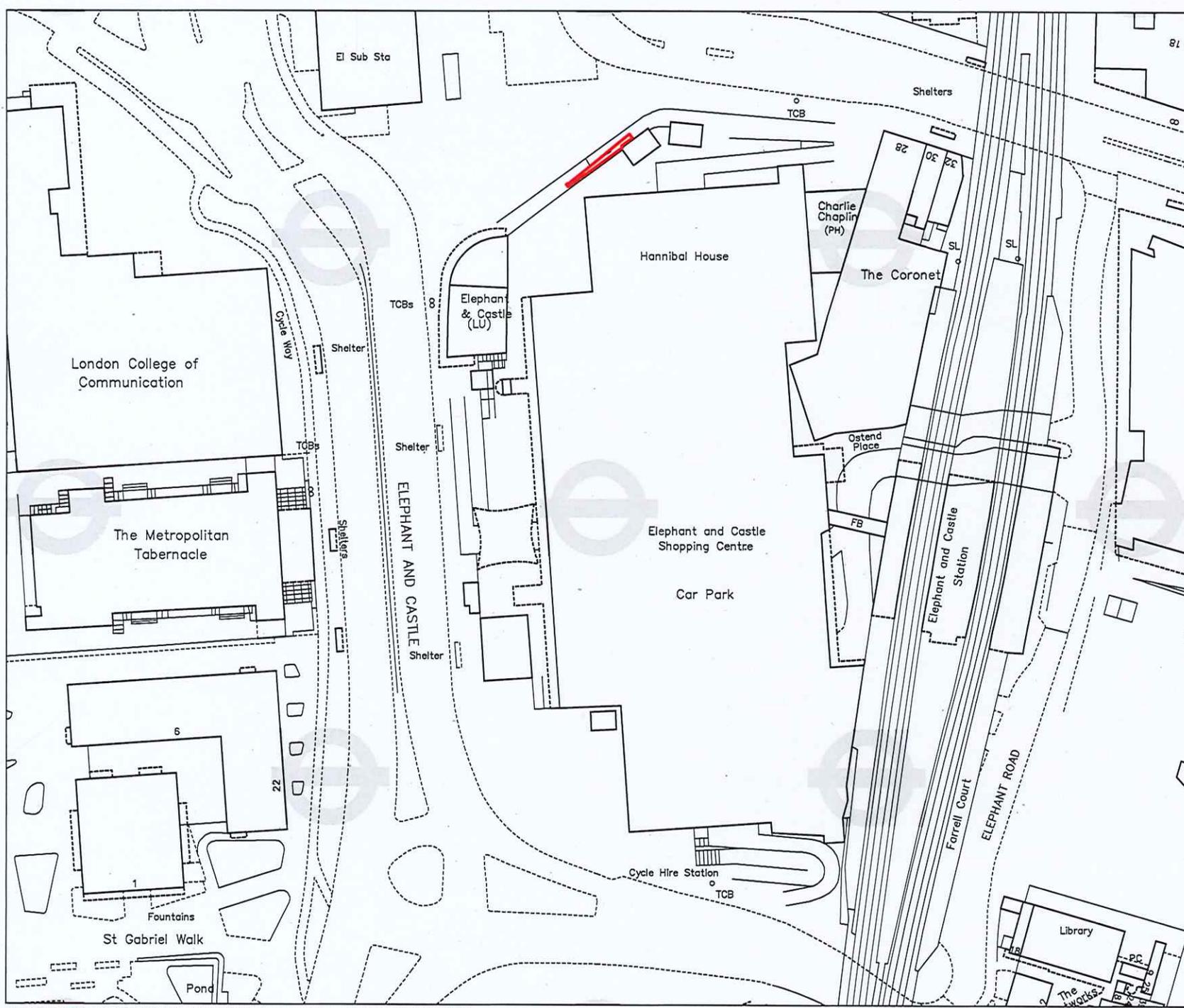
Date 22/12/2020

Initials RS

Drg. No. SM-ECLOT9

Rev 0

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Claim Number:

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) ELEPHANT AND CASTLE PROPERTIES CO. LIMITED
- (2) ELEPHANT AND CASTLE 990 UNI CO LIMITED
- (3) MULTIPLEX CONSTRUCTION EUROPE LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING OR REMAINING AT
THE PROPERTY DESCRIBED IN THE DETAILS OF
CLAIM WITHOUT THE CLAIMANTS' PERMISSION

Defendants

MW3

This is the exhibit marked "**MW3**" referred to in the Witness Statement of Michael Waters

Date: 15/02/2022
Our Ref: TFL12468



Matt Fairbrother
Multiplex Construction Europe
Ltd
2nd Floor,
99 Bishopsgate,
London,
EC2M 3XD

Revenue & Licensing Team
Asset Operations
197 Blackfriars Road
London
SE1 8NJ

Dear Matt Fairbrother,

Thank you for your application to place a Hoarding on the public highway at Elephant and Castle Town Centre New Kent Road.

This application has been approved and I enclose a copy of your licence and board notice, which should be clearly displayed. Please note that you will need to notify TfL of your completed works as per the terms and conditions of this licence.

Please do not hesitate to contact the licensing team if you have any queries.

Yours sincerely

Transport for London

Completion of Works

Please inform AssetOperationsLicensing@tfl.gov.uk on the completion of works and / or removal of any structure erected.

Please note you are liable for any reinstatement costs.

Location: Elephant and Castle Town Centre New Kent Road
Consent Number: TFL12468

Signed _____ Date _____

Board Notice

24 hour Emergency Contact:
Streets Customer Services - 0343 222 1234



Reference: TFL12468

Pursuant to the Highways Act 1980, a Hoarding Licence at Elephant and Castle Town Centre New Kent Road is granted to:

Matt Fairbrother Multiplex Construction Europe Ltd	2nd Floor, 99 Bishopsgate, London, EC2M 3XD
---	--

Upon the following conditions:

- YG45033254177-01/YG45033254177-01-CR-03/YG45033254177-02/YG45033254177-02-CR-01/YG45033254177-02-CR-02
- Linked with YG45097697099-01/ YG45097697099-02-CR-02/YG45022423500-01/YG45022423500-02-CR-02
- Monday – Friday 0800 - 1800 & Saturdays 0800 - 1300.
- No carriageway incursion.
- No chemical waste stored.
- Materials to be locked down so that material does not escape/overflow or be tampered with
- chapter 8 suitable traffic management in place
- Footway and work area to be cleaned at all times
- Banksmen to manage site and assist all highway users when required.
- Ensure the hoarding is graffiti free and clear at all times
- No advertising on Hoarding or Heras fencing unless it is about the business of construction
- Hoarding to be painted of neutral colours and consistent
- Remove any rubbish that's been dumped in or near your site • Structure to be fit for purpose and kept to a high standard of safety and cleanliness.
- Social distance poster A3 size to be secured on Heras fencing and or Hoarding where pinch points are and at start/end of hoardings Contractor and licensee have a duty in ensure these conditions are in place at all times Area of conflict site lines to be obvious for pedestrians and road users, they need to know when approaching a working site.
- Licensee needs to consider access requirements from the perspective of people who are visually impaired, use wheelchairs, older people, parents with children e.g. to reduce obstructions, ensure with the Equality Act 2010 Contactor to carry out a COVID-19 risk assessment.
- Marshals should be trained accordingly on Covid-19 awareness and working using social distancing methodology
- Developer/contractor to implement Covid-19 awareness social distancing template which is to be

attached at each end of the hoarding

- TfL has a Statutory Duty under Section 130 of the Highways Act to protect the rights of the public to the use/ enjoyment of the highway. So we have a legal duty here, to ensure the proposal has been properly assessed.
- The licensee and his employees or agents shall comply with any instructions given (whether in writing or otherwise) by TfL, regarding the provision of license conditions and their maintenance.
- Licence to be displayed on Hoarding and or Heras fencing The contactor carrying out the works are responsible for the area of conflict and have a duty of care to manage the layout of works that will be designed.
- They will need to consider at all times businesses, delivers, highway maintenance vehicular/ highway movements, pedestrians, litter, security, safety. These are the conditions of a licence to maintain a safety friendly environment, which includes Sect17 crime & disorder act.(No one can create a unfriendly environment and or an area that promotes petty crime)
- You the promotor have due regard to establish how the objectives of this piece of work relate and the context in which it operates, potential impacts on people with different characteristics, legal challenges or complaints.
- If unforeseen difficulties ascend and cannot be dealt with safely, pack up and leave site safe.
- Minimum 1.5 metres clear footway must be maintained at all times.
- Applicant must ensure hoarding is graffiti clear offensive or not.
- Any fly-posting to be removed at the applicant's expense.
- All activities must take place within the licence area.
- Pedestrians to be considered during erection and dismantle as well as in between.
- Lamps to be located at each corner of the site and evenly paced at 2m intervals along the boundary from sunset until sunrise.
- Footway behind a hoarding to be in same condition as before work started.
- Access to utility and TFL assets to be maintained ensuring access from the highway
- Access, doors/gates to open into site so as not to obstruct the highway
- No building materials/Tools or equipment to be placed/stored outside the licenced area at anytime
- Hoarding licence to be displayed at all times during works.
- All licensees are required to carry out a COVID-19 risk assessment on their proposed structure.
- All Marshals should be trained accordingly on Covid-19 awareness and working using social

distancing methodology.

- The licensee should do everything practical to manage the transmission risk.
- Licensee needs to consider access requirements from the perspective of people who are visually impaired, use wheelchairs, older people, parents with children e.g. to reduce obstructions, in line with the Equality Act 2010.
- Transport for London (TfL) reserves the right to revoke this licence, by written notice to the licensee, in the event of any breach of the terms and conditions. In the event of any such termination the Licensee shall immediately cease to use, for any purpose, the air space above the Highway. Any such termination is without prejudice to the rights of any party, which existed prior to the grant of this licence.

Limit of structure

The structure shall not exceed the dimensions below:

Street in which structure is required	Length	Height	Projection over public highway from back line of public footpath
New Kent Road	120	3	

Hoarding Licence Ref: TFL12468

Transport for London hereby grants to:

Matt Fairbrother

Of Multiplex Construction Europe Ltd

(The "licence") to erect and maintain Hoarding over the highway known as:

Elephant and Castle Town Centre New Kent Road

Subject to the following terms:

1. No Hoarding shall stand before **25/02/2022**
2. No Hoarding shall remain after **24/11/2025**
3. No Hoarding shall be erected by virtue of this licence except in the position specified in the licence application.
4. Multiplex Construction Europe Ltd hereby agrees to comply with the attached conditions for Hoarding licences.
5. Transport for London reserves the right to revoke this licence, by written notice to the licensee, in the event of any breach of the terms and conditions.



Transport for London

Date: 15/02/2022

24 hour Emergency Contact: Customer Services - 0343 222 1234

MAYOR OF LONDON

Date: 15/02/2022
Our Ref: TFL12469



Matt Fairbrother
Multiplex Construction Europe
Ltd
2nd Floor,
99 Bishopsgate,
London,
EC2M 3XD

Revenue & Licensing Team
Asset Operations
197 Blackfriars Road
London
SE1 8NJ

Dear Matt Fairbrother,

Thank you for your application to place a Hoarding on the public highway at Elephant and Castle Town Centre Newington Butts.

This application has been approved and I enclose a copy of your licence and board notice, which should be clearly displayed. Please note that you will need to notify TfL of your completed works as per the terms and conditions of this licence.

Please do not hesitate to contact the licensing team if you have any queries.

Yours sincerely

Transport for London

Completion of Works

Please inform AssetOperationsLicensing@tfl.gov.uk on the completion of works and / or removal of any structure erected.

Please note you are liable for any reinstatement costs.

Location: Elephant and Castle Town Centre Newington Butts
Consent Number: TFL12469

Signed _____ Date _____

Board Notice

24 hour Emergency Contact:
Streets Customer Services - 0343 222 1234



Reference: TFL12469

Pursuant to the Highways Act 1980, a Hoarding Licence at Elephant and Castle Town Centre Newington Butts is granted to:

Matt Fairbrother Multiplex Construction Europe Ltd	2nd Floor, 99 Bishopsgate, London, EC2M 3XD
---	--

Upon the following conditions:

- YG45097697099-01/YG45097697099-01-CR-03/YG45097697099-02/YG45097697099-02-CR-01/YG45097697099-02-CR-02

Linked with YG45033254177-01/YG45033254177-02-CR-02/ YG45022423500-01/
YG45022423500-02-CR-02/ YG45064979350-01

- Monday – Friday 0800 - 1800 & Saturdays 0800 - 1300
- No carriageway incursion
- No chemical waste stored
- Materials to be locked down so that material does not escape/overflow or be tampered with
- chapter 8 suitable traffic management in place • Footway and work area to be cleaned at all times
- Banksmen to manage site and assist all highway users when required.
- Ensure the hoarding is graffiti free and clear at all times
- No advertising on Hoarding or Heras fencing unless it is about the business of construction
- Hoarding to be painted of neutral colours and consistent
- Remove any rubbish that's been dumped in or near your site
- Structure to be fit for purpose and kept to a high standard of safety and cleanliness.
- Social distance poster A3 size to be secured on Heras fencing and or Hoarding where pinch points are and at start/end of hoardings.
- Contractor and licensee have a duty in ensure these conditions are in place at all times Area of conflict site lines to be obvious for pedestrians and road users, they need to know when approaching a working site.

- The licensee should do everything practical to manage the transmission risk. Licensee needs to consider access requirements from the perspective of people who are visually impaired, use wheelchairs, older people, parents with children e.g. to reduce obstructions, ensure with the Equality Act 2010 Contactor to carry out a COVID-19 risk assessment.
- Marshals should be trained accordingly on Covid-19 awareness and working using social distancing methodology Developer/contractor to implement Covid-19 awareness social distancing template which is to be attached at each end of the hoarding TfL has a Statutory Duty under Section 130 of the Highways Act to protect the rights of the public to the use/ enjoyment of the highway.
- So we have a legal duty here, to ensure the proposal has been properly assessed. The licensee and his employees or agents shall comply with any instructions given (whether in writing or otherwise) by TfL, regarding the provision of license conditions and their maintenance.
- Licence to be displayed on Hoarding and or Heras fencing The contactor carrying out the works are responsible for the area of conflict and have a duty of care to manage the layout of works that will be designed.
- They will need to consider at all times businesses, delivers, highway maintenance vehicular/ highway movements, pedestrians, litter, security, safety.
- These are the conditions of a licence to maintain a safety friendly environment, which includes Sect17 crime & disorder act.. (No one can create a unfriendly environment and or an area that promotes petty crime)
- You the promotor have due regard to establish how the objectives of this piece of work relate and the context in which it operates, potential impacts on people with different characteristics, legal challenges or complaints.
- If unforeseen difficulties ascend and cannot be dealt with safely, pack up and leave site safe.
- Minimum 1.5 metres clear footway must be maintained at all times.
- Applicant must ensure hoarding is graffiti clear offensive or not.
- Any fly-posting to be removed at the applicant's expense.
- All activities must take place within the licence area.
- Pedestrians to be considered during erection and dismantle as well as in between.
- Lamps to be located at each corner of the site and evenly paced at 2m intervals along the boundary from sunset until sunrise.
- Footway behind a hoarding to be in same condition as before work started.
- Access to utility and TFL assets to be maintained ensuring access from the highway
- Access, doors/gates to open into site so as not to obstruct the highway

- No building materials/Tools or equipment to be placed/stored outside the licenced area at anytime
- Hoarding licence to be displayed at all times during works.
- All licensees are required to carry out a COVID-19 risk assessment on their proposed structure.
- All Marshals should be trained accordingly on Covid-19 awareness and working using social distancing methodology.
- The licensee should do everything practical to manage the transmission risk.
- Licensee needs to consider access requirements from the perspective of people who are visually impaired, use wheelchairs, older people, parents with children e.g. to reduce obstructions, in line with the Equality Act 2010.
- Transport for London (TfL) reserves the right to revoke this licence, by written notice to the licensee, in the event of any breach of the terms and conditions. In the event of any such termination the Licensee shall immediately cease to use, for any purpose, the air space above the Highway. Any such termination is without prejudice to the rights of any party, which existed prior to the grant of this licence.

Limit of structure

The structure shall not exceed the dimensions below:

Street in which structure is required	Length	Height	Projection over public highway from back line of public footpath
Newington Butts	105	3	

Hoarding Licence Ref: TFL12469

Transport for London hereby grants to:

Matt Fairbrother

Of Multiplex Construction Europe Ltd

(The "licence") to erect and maintain Hoarding over the highway known as:

Elephant and Castle Town Centre Newington Butts

Subject to the following terms:

1. No Hoarding shall stand before **25/02/2022**
2. No Hoarding shall remain after **24/11/2025**
3. No Hoarding shall be erected by virtue of this licence except in the position specified in the licence application.
4. Multiplex Construction Europe Ltd hereby agrees to comply with the attached conditions for Hoarding licences.
5. Transport for London reserves the right to revoke this licence, by written notice to the licensee, in the event of any breach of the terms and conditions.



Transport for London

Date: 15/02/2022

24 hour Emergency Contact: Customer Services - 0343 222 1234

MAYOR OF LONDON

Date: 15/02/2022
Our Ref: TFL12470



Matt Fairbrother
Multiplex Construction Europe
Ltd
2nd Floor,
99 Bishopsgate,
London,
EC2M 3XD

Revenue & Licensing Team
Asset Operations
197 Blackfriars Road
London
SE1 8NJ

Dear Matt Fairbrother,

Thank you for your application to place a Hoarding on the public highway at Elephant and Castle Town Centre Walworth Road.

This application has been approved and I enclose a copy of your licence and board notice, which should be clearly displayed. Please note that you will need to notify TfL of your completed works as per the terms and conditions of this licence.

Please do not hesitate to contact the licensing team if you have any queries.

Yours sincerely

Transport for London

Completion of Works

Please inform AssetOperationsLicensing@tfl.gov.uk on the completion of works and / or removal of any structure erected.

Please note you are liable for any reinstatement costs.

Location: Elephant and Castle Town Centre Walworth Road
Consent Number: TFL12470

Signed _____ Date _____

Board Notice

24 hour Emergency Contact:
Streets Customer Services - 0343 222 1234



Reference: TFL12470

Pursuant to the Highways Act 1980, a Hoarding Licence at Elephant and Castle Town Centre Walworth Road is granted to:

Matt Fairbrother Multiplex Construction Europe Ltd	2nd Floor, 99 Bishopsgate, London, EC2M 3XD
---	--

Upon the following conditions:

- YG45022423500-01/YG45022423500-01-CR-02/YG45022423500-02/YG45022423500-02-CR-01/YG45022423500-02-CR-02
- Linked with YG45033254177-01/YG45033254177-02-CR-02/
YG45097697099-01/ YG45097697099-02-CR-02/YG45064979350-01.
- Monday – Friday 0800 - 1800 & Saturdays 0800 - 1300.
- No carriageway incursion.
- No chemical waste stored.
- Materials to be locked down so that material does not escape/overflow or be tampered with
- chapter 8 suitable traffic management in place
- Footway and work area to be cleaned at all times
- Banksmen to manage site and assist all highway users when required.
- Ensure the hoarding is graffiti free and clear at all times
- No advertising on Hoarding or Heras fencing unless it is about the business of construction
- Hoarding to be painted of neutral colours and consistent • Remove any rubbish that's been dumped in or near your site
- Structure to be fit for purpose and kept to a high standard of safety and cleanliness.
- Social distance poster A3 size to be secured on Heras fencing and or Hoarding where pinch points are and at start/end of hoardings Contractor and licensee have a duty in ensure these conditions are in place at all times Area of conflict site lines to be obvious for pedestrians and road users, they need to know when approaching a working site.
- The licensee should do everything practical to manage the transmission risk. Licensee needs to

consider access requirements from the perspective of people who are visually impaired, use wheelchairs, older people, parents with children e.g. to reduce obstructions, ensure with the Equality Act 2010 Contractor to carry out a COVID-19 risk assessment.

- Marshals should be trained accordingly on Covid-19 awareness and working using social distancing methodology.
- Developer/contractor to implement Covid-19 awareness social distancing template which is to be attached at each end of the hoarding TfL has a Statutory Duty under Section 130 of the Highways Act to protect the rights of the public to the use/ enjoyment of the highway. So we have a legal duty here, to ensure the proposal has been properly assessed. The licensee and his employees or agents shall comply with any instructions given (whether in writing or otherwise) by TfL, regarding the provision of license conditions and their maintenance.
- Licence to be displayed on Hoarding and or Heras fencing The contractor carrying out the works are responsible for the area of conflict and have a duty of care to manage the layout of works that will be designed.
- They will need to consider at all times businesses, deliveries, highway maintenance vehicular/ highway movements, pedestrians, litter, security, safety.
- These are the conditions of a licence to maintain a safety friendly environment, which includes Sect17 crime & disorder act.. (No one can create a unfriendly environment and or an area that promotes petty crime) You the promotor have due regard to establish how the objectives of this piece of work relate and the context in which it operates, potential impacts on people with different characteristics, legal challenges or complaints.
- Footway behind a hoarding to be in same condition as before work started.
- If unforeseen difficulties ascend and cannot be dealt with safely, pack up and leave site safe.
- Minimum 1.5 metres clear footway must be maintained at all times.
- Applicant must ensure hoarding is graffiti clear offensive or not.
- Any fly-posting to be removed at the applicant's expense.
- All activities must take place within the licence area.
- Pedestrians to be considered during erection and dismantle as well as in between.
- Lamps to be located at each corner of the site and evenly paced at 2m intervals along the boundary from sunset until sunrise.
- Footway behind a hoarding to be in same condition as before work started.
- Access to utility and TFL assets to be maintained ensuring access from the highway
- Access, doors/gates to open into site so as not to obstruct the highway
- No building materials/Tools or equipment to be placed/stored outside the licenced area at

anytime

- Hoarding licence to be displayed at all times during works.
- All licensees are required to carry out a COVID-19 risk assessment on their proposed structure.
- All Marshals should be trained accordingly on Covid-19 awareness and working using social distancing methodology.
- The licensee should do everything practical to manage the transmission risk.
- Licensee needs to consider access requirements from the perspective of people who are visually impaired, use wheelchairs, older people, parents with children e.g. to reduce obstructions, in line with the Equality Act 2010.
- Transport for London (TfL) reserves the right to revoke this licence, by written notice to the licensee, in the event of any breach of the terms and conditions. In the event of any such termination the Licensee shall immediately cease to use, for any purpose, the air space above the Highway. Any such termination is without prejudice to the rights of any party, which existed prior to the grant of this licence.

Limit of structure

The structure shall not exceed the dimensions below:

Street in which structure is required	Length	Height	Projection over public highway from back line of public footpath
Walworth Road	87	3	

Hoarding Licence Ref: TFL12470

Transport for London hereby grants to:

Matt Fairbrother

Of Multiplex Construction Europe Ltd

(The "licence") to erect and maintain Hoarding over the highway known as:

Elephant and Castle Town Centre Walworth Road

Subject to the following terms:

1. No Hoarding shall stand before **25/02/2022**
2. No Hoarding shall remain after **24/11/2025**
3. No Hoarding shall be erected by virtue of this licence except in the position specified in the licence application.
4. Multiplex Construction Europe Ltd hereby agrees to comply with the attached conditions for Hoarding licences.
5. Transport for London reserves the right to revoke this licence, by written notice to the licensee, in the event of any breach of the terms and conditions.



Transport for London

Date: 15/02/2022

24 hour Emergency Contact: Customer Services - 0343 222 1234

MAYOR OF LONDON

Date: 06/04/2022
Our Ref: TFL12509



Matt Fairbrother
Multiplex Construction Europe
Ltd
2nd Floor,
99 Bishopsgate,
London,
EC2M 3XD

Revenue & Licensing Team
Asset Operations
197 Blackfriars Road
London
SE1 8NJ

Dear Matt Fairbrother,

Thank you for your application to place a Scaffold on the public highway at The Peninsula New Kent Road.

This application has been approved and I enclose a copy of your licence and board notice, which should be clearly displayed. Please note that you will need to notify TfL of your completed works as per the terms and conditions of this licence.

Please do not hesitate to contact the licensing team if you have any queries.

Yours sincerely

Transport for London

Completion of Works

Please inform AssetOperationsLicensing@tfl.gov.uk on the completion of works and / or removal of any structure erected.

Please note you are liable for any reinstatement costs.

Location: The Peninsula New Kent Road
Consent Number: TFL12509

Signed _____ Date _____

Board Notice

24 hour Emergency Contact:
Streets Customer Services - 0343 222 1234



Reference: TFL12509

Pursuant to the Highways Act 1980, a Scaffold Licence at The Peninsula New Kent Road is granted to:

Matt Fairbrother Multiplex Construction Europe Ltd	2nd Floor, 99 Bishopsgate, London, EC2M 3XD
---	--

Upon the following conditions:

YG45086186638-01

Footway incursion Conditions

Footway passengers for mitigation will be diverted away from area of conflict, while the build takes place. PED flow will be guided around the back of pit-lane as shown in map

The footway will be managed by the contractors with marshals in place to manage the area looking after

vulnerable users, people of all characteristics keeping everyone safe including working operatives

Minimum of x5 marshalled operatives to be always present

Collaboration (if yes brief description)

Letter drop to business and residents adjacent to your work informing them of your business of construction. Engage with residents when required keeping in with updates and good news reviews. Working with local council on environment / employment, working with schools on working experience opportunities.

Consultation completed with -

TfL various parties legal, planning & highways

Police lorena.haughey@met.police.uk

LU Andrewllingworth@tfl.gov.uk PhilipLaurie@tfl.gov.uk

Parking Bay Dispensation N/A

Carriageway

incursion

Carriageway movement not effected by works. No incursion to vehicular or cycle movement.

Works are carried out with the site parameters of construction site and pitlane that is already in situ

Working Date & times

For the build

Mon-Fri 10:00 - 17:00

Sat- 10:00 – 14:00

6-7 weeks duration for the build

If you require extension of dates pls contact AssetOperationsLicensing@tfl.gov.uk

Terms

Conditions

All equipment to be fit for purposes

Area of conflict site lines to be obvious for pedestrians and road users, they need to know when approaching a working site.

Banksmen in full PPE to manage site and assist all highway users when required.
 The licensee should do everything practical to manage the transmission risk. Licensee needs to consider access requirements from the perspective of people who are visually impaired, use wheelchairs, older people, parents with children e.g., to reduce obstructions, ensure with the Equality Act 2010

Environment

1. No chemical waste stored
2. Materials to be locked down so that material does not escape/overflow or be tampered with
3. chapter 8 suitable traffic management in place that's fit for purpose
4. Footway and work area to be always cleaned
5. X5 minimum banksmen to manage site and assist all highway users when required.
6. Ensure the gantry inside is always graffiti free and clear of rubbish & material waste
7. No advertising unless it is about the business of construction
8. Structure to be fit for purpose and kept to a high standard of safety and cleanliness.
9. No sharp objects to appear
10. lighting to be in place every 2m spacing or method that sets out by design
11. Damages of any assets and paving will be charged

Security Safety

- 24/7/365 days security presence with regular patrols around site.
- CCTV cameras below the gantries to provide full perimeter coverage.
- Multiplex always working with police

Licence to be displayed or visible for inspection

TfL has a Statutory Duty under Section 130 of the Highways Act to protect the rights of the public to the use/ enjoyment of the highway. So, we have a legal duty here, to ensure the proposal has been properly assessed. The licensee and his employees or agents shall comply with any instructions given (whether in writing or otherwise) by TfL, regarding the provision of license conditions and their maintenance.

Additional terms and conditions

The contactor carrying out the works are responsible for the area of conflict and have a duty of care to manage the layout of works that will be designed. They will always need to consider businesses, delivers, highway maintenance vehicular/highway movements, pedestrians, litter, security, safety. These are the conditions of a licence to maintain a safety friendly environment, which includes Disability Act Equality Act and Sect17 crime & disorder act. (No one can create an unfriendly environment and or an area that promotes petty crime)

You the promotor have due regard to establish how the objectives of this piece of work relate and the context in which it operates, potential impacts on people with different characteristics, legal challenges, or complaints.

If unforeseen difficulties ascend and cannot be dealt with safely, pack up and leave site safe.

Nearest A & E Hospital. St Thomas' Hospital (24/7) Westminster Bridge Road London SE1 7EH
 Tel: 0207 188 7188

Limit of structure

The structure shall not exceed the dimensions below:

Street in which structure is required	Length	Height	Projection over public highway from back line of public footpath

New Kent Road

30

3.5

Scaffold Licence Ref: TFL12509

Transport for London hereby grants to:

Matt Fairbrother

Of Multiplex Construction Europe Ltd

(The "licence") to erect and maintain Scaffold over the highway known as:

The Peninsula New Kent Road

Subject to the following terms:

1. No Scaffold shall stand before **09/05/2022**
2. No Scaffold shall remain after **09/05/2024**
3. No Scaffold shall be erected by virtue of this licence except in the position specified in the licence application.
4. Multiplex Construction Europe Ltd hereby agrees to comply with the attached conditions for Scaffold licences.
5. Transport for London reserves the right to revoke this licence, by written notice to the licensee, in the event of any breach of the terms and conditions.

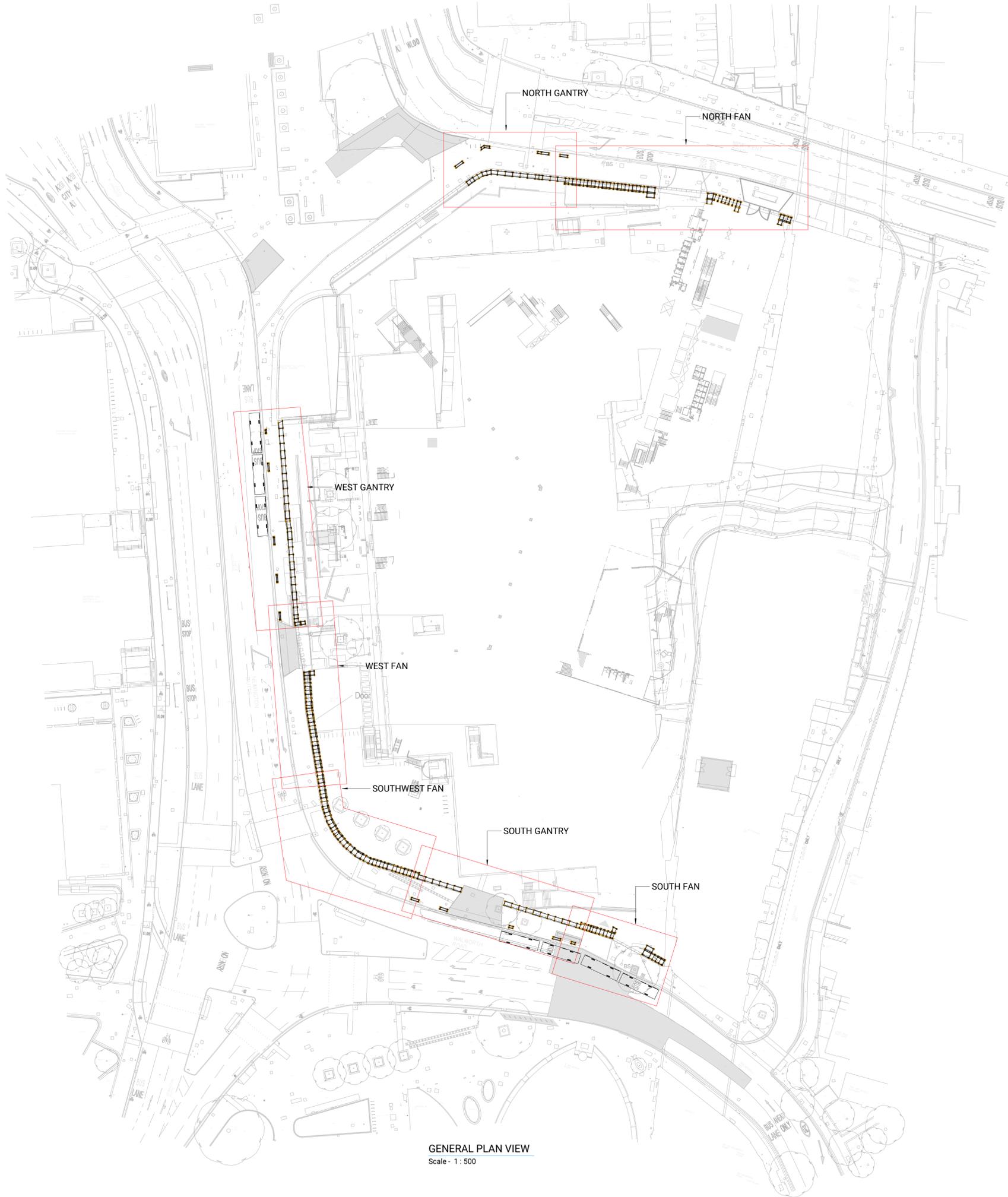


Transport for London

Date: 06/04/2022

24 hour Emergency Contact: Customer Services - 0343 222 1234

MAYOR OF LONDON



GENERAL PLAN VIEW
Scale - 1 : 500

GENERAL NOTES

1. THIS DRAWING IS CONFIDENTIAL AND IS THE EXCLUSIVE PROPERTY OF KITALL LIMITED. NO UNAUTHORISED COPY OR DISCLOSURE IS TO BE MADE, AND IS TO BE RETURNED UPON REQUEST.
2. THIS DRAWING HAS BEEN PREPARED FROM DETAILS SUPPLIED BY THE CLIENT. THE CLIENT MUST CHECK THAT WE HAVE CORRECTLY INTERPRETED THEIR REQUIREMENT AND ALL LOADINGS, DIMENSIONS, DETAILS, ERECTION AND DISMANTLING SEQUENCES ARE CORRECT AND PRACTICABLE. NO ALTERATION OF LIVE LOAD MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT.
3. ALL DIMENSIONS ARE AS STATED OR AS CALCULATED. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. DIMENSIONS IN MM UNLESS STATED OTHERWISE.

REFERENCE DOCUMENTS	
DESIGN BRIEF	N/A
DESIGN CALCULATIONS	TBC
RISK ASSESSMENT	N/A
LOAD SUMMARY	
LOAD CLASS DESIGNATION	N/A
MAXIMUM UDL (MAIN PLATFORM)	18.00 kN/m ²
MAXIMUM UDL (INSIDE BOARDS)	N/A kN/m ²
NO. OF LOADED PLATFORMS	1@100%
MAXIMUM AXIAL LOAD	TBC
MAXIMUM WIND LOAD	TBC
MAXIMUM SNOW LOAD	TBC
TIE LOAD	N/A
TIE TEST LOAD	N/A
SCAFFOLD HIRE PERIOD	
SCAFFOLD ERECTION DATE	APRIL 2021
ERECTION PERIOD	2 YEARS

DRG. STATUS
FOR COMMENT



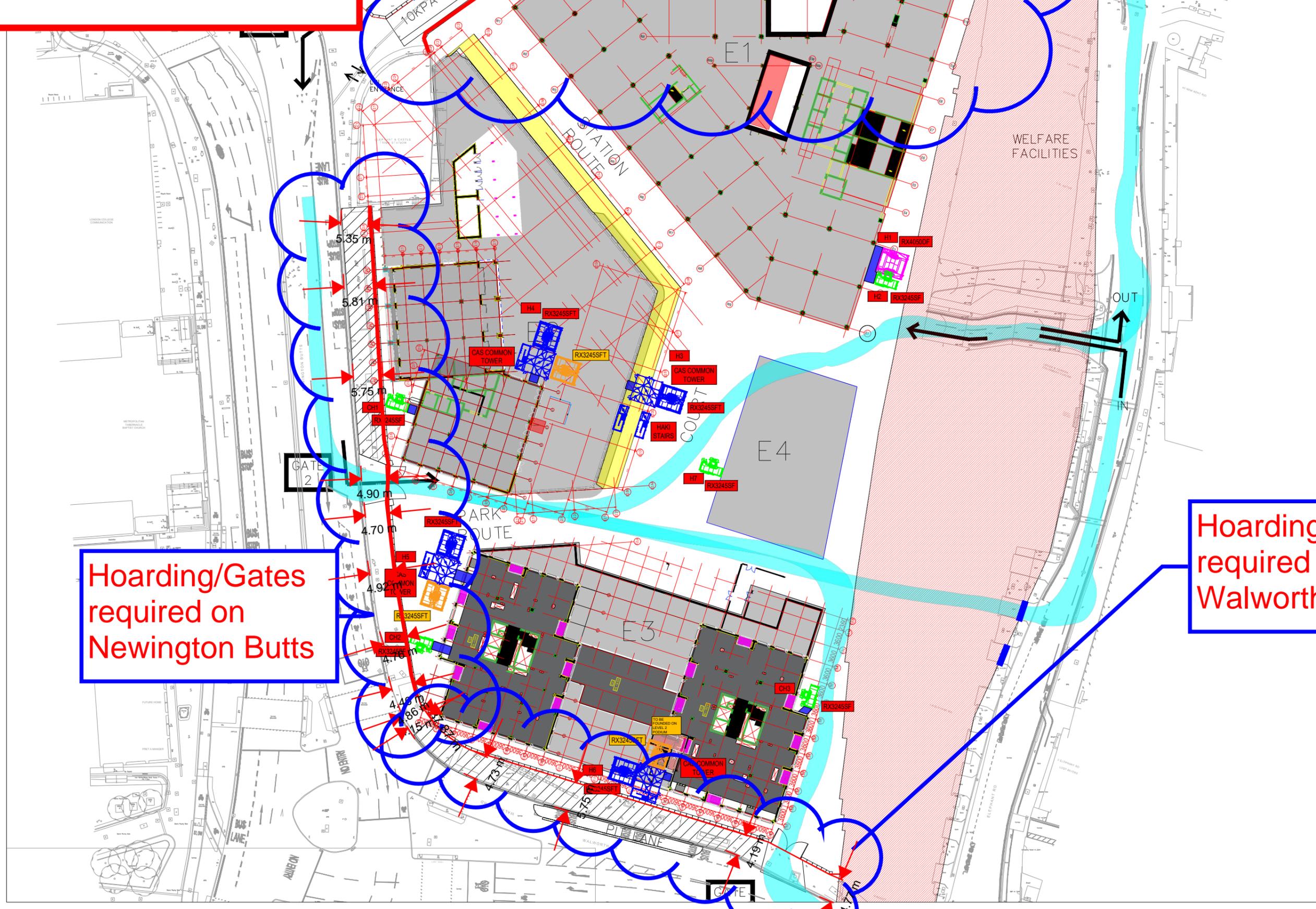
SITE
ELEPHANT & CASTLE

DRG. TITLE
PAVEMENT GANTRY
GENERAL PLAN VIEW

DRG. NO. GKR-1366-01-DR-001 REV. 00

Elephant and Castle
TfL Hoarding Extent
Mark Up

Hoarding/Gates
required on New
Kent Road



- OUT OF SERVICE EXTENT
- RUN OFF
- RAIL ASSET
- LOGISTICS ROUTE
- CONTINGENCY HOIST

Hoarding/Gates
required on
Newington Butts

Hoarding/Gates
required on
Walworth Road

Claim Number:

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) ELEPHANT AND CASTLE PROPERTIES CO. LIMITED
- (2) ELEPHANT AND CASTLE 990 UNI CO LIMITED
- (3) MULTIPLEX CONSTRUCTION EUROPE LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING OR REMAINING AT
THE PROPERTY DESCRIBED IN THE DETAILS OF
CLAIM WITHOUT THE CLAIMANTS' PERMISSION

Defendants

MW4

This is the exhibit marked "**MW4**" referred to in the Witness Statement of Michael Waters

Claim Number:

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) ELEPHANT AND CASTLE PROPERTIES CO. LIMITED
- (2) ELEPHANT AND CASTLE 990 UNI CO LIMITED
- (3) MULTIPLEX CONSTRUCTION EUROPE LIMITED

Claimants

and

PERSONS UNKNOWN ENTERING OR REMAINING AT
THE PROPERTY DESCRIBED IN THE DETAILS OF
CLAIM WITHOUT THE CLAIMANTS' PERMISSION

Defendants

MW5

This is the exhibit marked "**MW5**" referred to in the Witness Statement of Michael Waters



