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HM Land Registry

TR1

Transfer of whole 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) of the property: **SGL642124**
Insert address, including postcode (if any), or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	**2**	Property: **53 Warminster Road, London SE25 4DQ**
Remember to date this deed with the day of completion, but not before it has been signed and witnessed.	**3**	Date: 1 March 2024
Give full name(s) of **all** the persons transferring the property. Complete as appropriate where the transferor is a company.	**4**	Transferor: **Brymore No 1 Limited** For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: **11629964** For overseas companies (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	**5**	Transferee for entry in the register: Londonist International Management Ltd For UK incorporated companies/LLPs

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.	Registered number of company or limited liability partnership including any prefix: 12884557 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in United Kingdom including any prefix:
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.	**6** Transferee's intended address(es) for service for entry in the register: 5 Great James Street, Holborn, London WC1N 3DB
	7 The transferor transfers the property to the transferee
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 11.	**8** Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): One Million Nine Hundred Thousand (£1,900,000) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
Place 'X' in any box that applies. Add any modifications.	**9** The transferor transfers with ☒ full title guarantee ☐ limited title guarantee **Title modifications:** 9.1 The words "at his own cost" in the Law of Property (Miscellaneous Provisions) Act 1994 (**1994 Act**) section 2(1)(b) are replaced by "at the Transferee's cost"

9.2 For section 6(2)(a) of the 1994 Act, the Transferee's actual knowledge includes:

(a) the entries in any public register; and

(b) public requirements (as defined in the Standard Commercial Property Conditions (Second Edition)).

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

10 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

Complete as necessary

☐ they are to hold the property on trust:

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.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

11.1 **Definitions and interpretation**

In this transfer:

(a) **Tenancy Agreements** means:

(i) the tenancy agreement dated 31 September 2023 and made between (1) Brymore No 1 Ltd, (2) Alexander Edward Weeks and (3) Elizabeth Lauren Margey

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(ii) the tenancy agreement dated 25 September 2023 and made between (1) Brymore No 1 Ltd, (2) Reuben Nicholas Reid-Williams and (3) Rosetta Angelina La Porta

(iii) the tenancy agreement dated 14 February 2019 and made between (1) Brymore No 1 Ltd, (2) Wlodzimierz Umaniec and (3) Chinonye Ifeoma Iroegbulem

(iv) the tenancy agreement dated 25 August 2023 and made between (1) Brymore No 1 Ltd, (2) Taneisha Samanta Campbell and (3) Opal Yolanda Mullings

(v) the tenancy agreement dated 15 September 2023 and made between (1) Brymore No 1 Ltd and (2) Colin Brandon Toney

(vi) the tenancy agreement dated 11 October 2014 and made between (1) Brymore Estates Limited and (2) Keren Agyepong-Boateng

(vii) the tenancy agreement dated 23 August 2023 and made between (1) Brymore No 1 Ltd and (2) Fatmata Turay

(b) words importing one gender shall be construed as importing any other gender;

(c) words importing the singular shall be construed as importing the plural and vice versa;

(d) words importing persons shall be construed as importing a corporate body or unincorporated body and vice versa;

(e) where any party comprises more than one person the obligations and liabilities of that party under this transfer will be joint and several obligations and liabilities of those persons;

(f) the panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation; and

(g) any reference to a clause is one so numbered in this panel unless otherwise stated.

11.2 **No implied rights**

The transferee does not acquire any right to light or air over any neighbouring land of the Transferor.

11.3 **Incumbrances**

The Property is transferred subject to and with the benefit of the matters contained or referred to in the Tenancy Agreements.

11.4 **Seller's post completion access**

For a period of 12 months following completion, the Transferor (and any other persons properly authorised by the Transferor) shall subject to complying with the access provisions in the Leases, have the right (and the Transferee shall procure that the Transferor has such right by way of making any relevant arrangements with the Tenants) to access the Property for the purposes of progressing the ongoing insurance claim the Transferor has with its building insurers provided that the Transferor causes as little disruption as reasonably possible when exercising this right and it shall make good any damage caused to the Property as soon as reasonably practicable.

11.5 **Indemnity covenant title**

The Transferee covenants by way of indemnity only with the Transferor to comply with the obligations contained in or referred to in the registers of the title above referred to and to indemnify the Transferor against claim, loss, liability or expense it suffers or incurs as a result of any failure to do so.

11.6 **Indemnity covenant – Tenancy Agreements**

The Transferee covenant with the Transferor by way of indemnity only to comply with the landlord's obligations in the Tenancy Agreements and to indemnify the Transferor against any claim, loss, liability or expense it suffers or incurs as a result of any failure to do so.

11.7 **Contracts (Rights of Third Parties) Act 1999**

Unless the right of enforcement is expressly provided, it is not intended that a third party should have the rights to enforce any terms of this transfer pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights that are available apart from that Act.

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 10 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.

Remember to date this deed in panel 3.

12 Execution

Executed as a deed by **Brymore No 1 Ltd** acting by two directors

DocuSigned by:
martin Roberts
64576D8BBE0D474...
Director

DocuSigned by:
Matthew Allen
1FBB442E145A4C2...
Director

Executed as a deed by **Londonist International Management LTD** acting by a single director

.....
Signature

In the presence of:

Witness Signature: ……

Witness Full Name:……

Address:……
……
……..
……..
……..

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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