

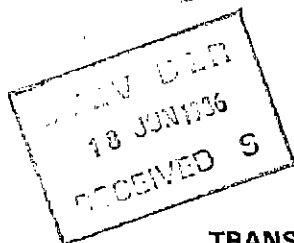
**These are the notes referred to on the following official copy**

Title Number EGL176999

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Corporation ref: ND 529/ 10297

H.M. LAND REGISTRY

LAND REGISTRATION ACTS, 1925 to 1971

TRANSFER UNDER RULE 72 - HOUSING ACT 1980 CHAPTER ONE

Administrative Area	London Borough of Barking and Dagenham in Greater London
Title number	
Property	190 Goresbrook Road, Dagenham, Essex.
Date	9th June 1986

Definitions and Interpretation

1. IN THIS DEED unless the context otherwise requires:-

(i) "the Purchase Price" is

Twelve Thousand Eight Hundred  
Pounds (£ 12,800 )

(ii) "the Discount" is

Nineteen Thousand Two Hundred  
Pounds (£ 19,200 )

(iii) "the Transferee" means

~~Elsie Charlotte Wade~~  
B.E.W. Betty Evelyn Wade

(iv) Clause 5 hereof (district heating scheme) shall [not] be deemed to be incorporated in this deed.

(v) the sum referred to in Clause 9 hereof (certificate of value) is £30,000

(vi) "the property" means ALL THAT piece or parcel of land TOGETHER WITH the dwellinghouse erected thereon as the same is described in the heading of this deed and is shown for the purpose of identification only edged in red on the plan annexed hereto

(vii) the expressions "the Transferee" and "the Corporation" include the successors in title thereto and all other persons deriving title under them respectively including in the case of "the Transferee" mortgagees or personal representatives and the covenants and obligations of the Transferee herein contained shall be construed accordingly

(viii) each and all of the covenants and agreements entered into herein by the Transferee with the Corporation shall be deemed to have been made jointly and severally by all persons included in the expression "the Transferee" as defined in sub-clauses (iii) and (vii) of this clause

(ix) the expression "vehicle" shall be deemed to include a caravan or other house or dwelling either on wheels or otherwise capable of being transported and any means of conveyance (with or without wheels) designed intended adapted or used for the transport of persons or goods whether over land or sea or through the air (but does not include a perambulator motor cycle or a bicycle or tricycle)

(x) the singular includes the plural and vice versa and the masculine includes the feminine and vice versa



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- (xi) the marginal notes are for guidance only and shall be deemed not to be incorporated in this deed
- (xii) a reference to any enactment includes any statutory modification or re-enactment thereof
- (xiii) the expression "the Engineer" refers to the Borough Engineer Surveyor and Planning Officer for the time being of the Corporation and is deemed to include the person (if any) who may succeed him from time to time in respect of any of his functions referred to herein
- (xiv) where the consent of the Corporation is required to any activity thing or matter specified in Clause 4 hereof such consent shall not be forthcoming unless the Corporation shall have first received written application therefor and (in the case of an application for consent for any alteration or addition pursuant to paragraph 4 (iv)(b) hereof) such reasonable fee as the Corporation may from time to time prescribe in respect of administrative and professional costs and other expenses of the Corporation in dealing with such applications PROVIDED that subject to compliance with this sub-clause the Corporation shall not unreasonably withhold such consent

Transfer	2. PURSUANT to Chapter One of Part One of the Housing Act 1980 and IN CONSIDERATION of the Purchase Price the receipt whereof is hereby acknowledged WE THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM (in this deed called "the Corporation") as beneficial owner HEREBY TRANSFER to the Transferee the property TOGETHER WITH the rights expressly referred to in the First Schedule hereto insofar as the Corporation has power to grant the same and EXCEPT AND RESERVED to the Corporation for the benefit of the adjoining property now or formerly belonging to the Corporation the easements and rights referred to in the second Schedule hereto SUBJECT to (a) any covenants restrictions stipulations and other matters that relate to the property and are capable of being enforced and (b) all existing rights and easements in over or under the property in addition to such as are hereinbefore mentioned
Statutory charge	3. PURSUANT to Section 8 of the Housing Act 1980 the Transferee HEREBY COVENANTS to pay to the Corporation on demand the Discount if within a period of 5 years from the date hereof there is a disposal of the property falling within sub-section (3) of the said Section 8 provided that (a) if there is more than one such disposal then payment shall be made only on the first of them and (b) the amount of the Discount payable hereunder shall be reduced by twenty per cent of the Discount for each complete year which elapses after the date hereof and before such disposal
Transferee's Covenants	4. THE Transferee HEREBY COVENANTS with the Corporation TO THE INTENT that this covenant shall bind the property into whosoever hands the same may come for the benefit of so much of the remainder of the housing estate of the Corporation in which the property is situate as for the time being remains vested in the Corporation or any part thereof or such part thereof as may hereafter be disposed of by the Corporation with the benefit of this covenant that the Transferee will observe and perform the following restrictions conditions exceptions reservations and covenants.-
Immoral user	(i) Not to carry on or permit to be carried on in the property any immoral use
Fences	(ii) Not to permit to fall into disrepair and as occasion may require to renew the fences and/or walls situate along the boundaries of the property shown marked "T" on the plan hereunto annexed
No trades etc.	(iii) Not without the consent of the Corporation to carry on or permit to be carried on in the property any trade business or profession nor to use the same other than as a single private dwelling house

- Alterations etc. (iv) Not at any time to suffer or permit:
- (a) the exterior of any dwellinghouse shed or other premises or erections for the time being situate on the property to deteriorate or to be in a state of disrepair;
  - (b) without the consent of the Corporation:
    - (1) any alteration or addition to the property which may interfere with the things services and matters specified in the first Schedule hereto (or any of them ) being in under over or adjoining the property or which will or tend to impede restrict or interfere with access to any such thing service or matter
    - (2) any substantial alteration or addition to the exterior of any dwellinghouse or other premises or erection for the time being on the property
- Nuisances etc. (v) Not to do or permit or suffer to be done on or in respect of the property any act or bring or allow to remain on the property any thing which may be or grow to be a nuisance to or become detrimental to any amenity enjoyed by the occupiers of the adjoining or neighbouring property or which may otherwise cause damage in any way to or affect the stability of or depreciate or tend to depreciate the value of any adjoining or neighbouring property
- Front garden parking (vi) Not without the consent of the Corporation to use or permit the use of the front garden of the property or the access thereto for the parking of a vehicle PROVIDED that no consent shall be required under this sub-clause to park a single private motor car or a single light van (of load capacity not exceeding half a ton) subject to (a) no obstruction being caused thereby to any access serving any adjoining or neighbouring property and (b) no damage obstruction or interference being caused thereby to or with (including access thereto) such of the things services or matters mentioned in paragraph (1) of the First Schedule hereto as for the time being may be situate in under or over the property or any adjoining or neighbouring property
- Residential vehicle (vii) Not to use or permit to be used for residential purposes any vehicle at any time parked on any part of the property
- Repair of Communal areas (viii) To contribute and pay on demand a fair proportion of the costs and expenses incurred by the Corporation or other owners of adjoining or neighbouring property affected or the local or other authority in the repair maintenance or replacement of:
- (a) the party walls between the property and any adjoining property for the time being owned by the Corporation
  - (b) any footpaths service roads or other access ways sewers drains pipes cables or other apparatus (whether or not comprised in the property) and any of the things services or matters specified in the first Schedule hereto serving the property and any other adjoining or neighbouring property
- PROVIDED that any demand made under this sub-clause shall contain reasonable particulars of the works or other matters to which the demand relates the total number of properties concerned with such works or other matters and the proportion (if any) that the amount demanded bears to the total cost thereof
- Erections etc. (ix) Not without the previous written consent of the Corporation to erect or alter any outbuilding or outside aerial nor without such consent affix to or exhibit on the property any notice nameplate or advertisement save that consent shall not be required under this sub-clause in respect of a temporary "for sale" sign or a house name plate or house number plate

Parking of vehicles	<p>(x) Not to park or allow to be parked</p> <p>(a) any lorry or other heavy commercial vehicle on any part of the housing estate in which the property is situate other than for the purposes of delivery to or removals from the property without the consent of the Corporation</p> <p>(b) without the consent of the Corporation any skip or other container for containing or transporting building or other materials debris or refuse (whether or not such skip or container is used for such purposes) on any estate road (unless formally adopted as a public highway under the Highways Act 1959), service road, car parking area, amenity green, communal green, highway verge, courtyard or similar place on the housing estate in which the property is situate</p> <p>(c) any vehicle on any service road, amenity green, communal green, highway verge, courtyard or similar place on the housing estate in which the property is situate</p>
Water pipes	(xi) If at any time required so to do by the appropriate authority to provide and lay a separate service pipe for the supply of water to the property from the mains of the appropriate authority at the expense of the Transferee in accordance with the requirements of that authority
Services	(xii) If arising from the sale of the property to the Transferee or from the disposal by the Corporation of any other property through or over which the routes of the water gas or electricity services serving the property pass the Corporation is required by the appropriate authority at any time within 80 years hereof to provide and lay separate service pipes for the supply of water or gas or separate wires or cables for the supply of electricity to any property retained by the Corporation to pay all the expenses of the Corporation arising therefrom or such proportion thereof as shall be reasonable
Covenants on disposal	(xiii) Not to dispose of the property or part thereof without obtaining from the person or party to whom it is disposed covenants in terms identical to those hereinbefore mentioned and this covenant
Indemnity	(xiv) To observe and perform all the covenants restrictions and other stipulations referred to in Clause 2 hereof so far as the same relate to the property and are still subsisting and capable of being enforced and to keep the Corporation indemnified from and against all claims actions damages or costs arising out of any breach thereof
District Heating	<p>5. IF this clause is incorporated in this deed by sub-clause (iv) of Clause 1 hereof the Transferee HEREBY COVENANTS with the Corporation:</p> <p>(a) to take from the Corporation such supply of heat and hot water at such times and to such standard and temperature as the Corporation shall from time to time determine the Corporation being under no liability whatsoever for the failure of such supply from any cause</p> <p>(b) to pay the Corporation therefor subject as hereinafter provided according to the scale of charges for the time being prescribed by the Corporation and such other charges therefor as may from time to time be authorised by the Corporation (hereinafter called "the heating charge") such charges to be paid quarterly in advance on the usual quarter days or at such other intervals or in such other manner as the Corporation may decide the first proportionate charge to be in respect of the period from the date hereof to the ensuing quarter day and to be payable forthwith</p> <p>(c) not to alter add to or interfere with the heating or hot water apparatus and circuits within the property (hereinafter called "the circuits") except in consultation with and with the approval of the Corporation given under the hand of the Engineer approval of any alteration or addition to the circuits being subject where appropriate to a variation of the heating charge for the property</p> <p>(d) not to use or permit to be used the said supply of heat and hot water for any purposes other than the domestic needs of the Transferee's own household</p>

- (e) not to waste or misuse the said supply of heat and hot water
- (f) to permit the Corporation by their agents or workmen to enter the property to inspect and maintain the circuits and the heating and hot water apparatus and circuits on any adjoining or neighbouring property and to execute any repairs thereto and to alter renew or remove the ducts mains and other plant belonging to the Corporation in the property that is to say all equipment up to and including but not extending beyond the stop valve on the mains supplying the property subject to the Corporation
  - (i) making good any damage to the structure or fabric of the property thereby occasioned and
  - (ii) except in the case of emergencies giving reasonable notice
- (g) not without the prior written consent of the Engineer to carry out or permit to be carried out any works of maintenance or repair in connection with the circuits which from the date hereof will belong to the Transferee but to give the Engineer written notice of any want of repair or maintenance required to the circuits and in the event of the Corporation carrying out any works of repair or maintenance the Transferee hereby covenants to meet the costs and expenses incurred by the Corporation in connection therewith which costs and expenses shall be recoverable by the Corporation as a civil debt
- (h) that in the event of default in payment by the Transferee of the charges referred to in sub-clause (b) of this clause and/or of the costs and expenses of works of maintenance or repair referred to in sub-clause (g) of this clause the Corporation may shut off or disconnect the said supply of heat and hot water until such payment is made by the Transferee and the cost of such shutting off or disconnection and of reconnection shall be borne by and be recoverable from the Transferee
- (i) notwithstanding the shutting off or disconnection of the said supply of heat and hot water (whether or not pursuant to the immediately preceding sub-clause) sub-clauses (c) (f) (g) and (j) of this clause shall remain in full force and effect
- (j) that in the event of disposal of the property to any person other than the Corporation either by way of sale exchange deed of gift lease assent or by any other means whatsoever the Transferee will include in the document effecting the disposal a provision that his successor in title will enter into a deed of covenant in similar terms to the foregoing provisions of this Clause with the Corporation for the supply of heat and hot water to the property (provided that if the Corporation decides that the said supply of heat and not water shall have been permanently shut off or disconnected and gives the Transferee written notice to that effect sub-clauses (c) (f) and (g) of this clause shall be the only foregoing provisions of this clause required to be incorporated in such deed of covenant) and that his successor in title will covenant that on any subsequent disposal of the property to any person other than the Corporation a similar covenant will be included in the subsequent documents effecting disposal

Notice of  
restrictions

6. THE parties hereby apply to the Registrar to enter on the Register a notice of the restrictions conditions exceptions reservations and covenants hereinbefore referred to

Joint tenancy

7. IF at the date hereof the Transferee comprises more than one person they hereby declare as follows:-

- (a) The Transferee shall hold the property upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until the sale upon trust for themselves as joint tenants and
- (b) Until the expiration of twenty-one years from the death of the last survivor of the Transferee the trustees for the time being of this deed shall have power to mortgage charge lease or otherwise dispose of all or any part of the property with all the powers in that behalf of an absolute owner subject to the matters contained or referred to herein

Party walls etc	<p>8. IT IS HEREBY AGREED AND DECLARED that</p> <p>(a) all walls dividing the dwellinghouse and any outbuilding now comprised in the property from any adjoining property now or formerly owned by the Corporation are party walls and are repairable and maintainable at the joint and equal expense of the Transferee and the respective adjoining owners and that the property and the adjoining property are entitled to such rights of support from the user of the said walls as if a valid tenancy in common had been created in them</p> <p>(b) no rights to the benefit of the property affecting any property retained by the Corporation are to be implied by virtue of Section 62 of the Law of Property Act 1925 or otherwise whether in law or equity other than those granted expressly hereby</p>
Certificate of value	<p>9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum specified in sub-clause 1(v) hereof</p>
Rights granted	<p>THE FIRST SCHEDULE before referred to</p> <p>(1) The right for the Transferee to use all sewers drains pipes wires conduits flues chimney stacks eaves troughs and drainpipes now serving the property which are in under or upon the adjoining property with the right of passage and running of water soil gas and electricity to and from the property subject to the proviso that all such things services or matters shall be repaired and maintained at the joint and equal expense of all such occupiers using the particular thing service or matter requiring repair or maintenance and all such rights of support from the adjoining property and such quasi easements and other rights in the nature of easements relating to the things services and matters specified in this paragraph as the property now enjoys</p> <p>(2) The right on giving reasonable previous notice to enter such adjoining property for the purpose of repairing and maintaining the property making good any damage thereby occasioned</p> <p>(3) The full right and liberty for the Transferee and the persons authorised by him to pass and repass from time to time and at all times hereafter over and along any existing pedestrian or vehicular accessway (whether or not comprised in the property) serving the property and the adjoining property for all purposes connected with the property but not otherwise</p>
Rights reserved	<p>THE SECOND SCHEDULE before referred to</p> <p>(1) All rights corresponding and similar to those set out in paragraph (1) of the First Schedule hereof for the benefit of the occupiers of the adjoining property and all other persons (if any) lawfully entitled thereto subject to the provision that all such things or matters shall be repaired and maintained at the joint and equal expense as aforesaid and that any structural damage caused thereby to the property shall be made good</p> <p>(2) Full right and liberty for the Corporation or others having the like right and all persons authorised by them to pass and repass from time to time and at all times hereafter along and over any existing pedestrian or vehicular accessway (whether or not comprised in the property) serving the property and any adjoining property</p> <p>(3) All other existing easements quasi-easements rights or privileges over or in relation to the property (if any) now enjoyed by or with the adjoining property of the Corporation</p> <p>(4) The right to enter upon the property for the purpose of the inspection of and executing works of repair maintenance and replacement of walls sewers drains pipes cables or other apparatus in connection with the enjoyment of the easements rights or privileges hereinbefore reserved the Corporation or person exercising such rights as the case may be making good any damage to the structure of fabric of the property thereby occasioned</p>



(5) The right to sell lease or otherwise deal with any of the adjoining or neighbouring property free from any restrictions as to the user thereof or otherwise as the Corporation may decide and subject to the right to release waive or modify either wholly or in part all or any stipulations imposed upon any of the said adjoining or neighbouring property and so that the Corporation shall not be bound to impose or enforce any such stipulations or regulations as aforesaid

(6) Any right to the benefit of any covenants or other restrictions and stipulations which may heretofore have been or may hereafter be imposed by the Corporation on the sale of any adjoining or neighbouring property

THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF  
BARKING AND DAGENHAM  
WAS HEREUNTO AFFIXED IN  
THE PRESENCE OF:

*Handwritten signature*



being an officer of the Council of the  
said London Borough authorised to  
attest the Common Seal of the said  
Council

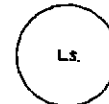
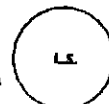
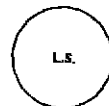
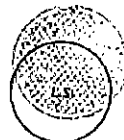
(Min.No. 6340/9/84 Seal No. HA  
ND 6857

SIGNED SEALED AND DELIVERED

BY THE TRANSFEREE IN THE

PRESENCE OF:

*B. Wade*



Witness' name

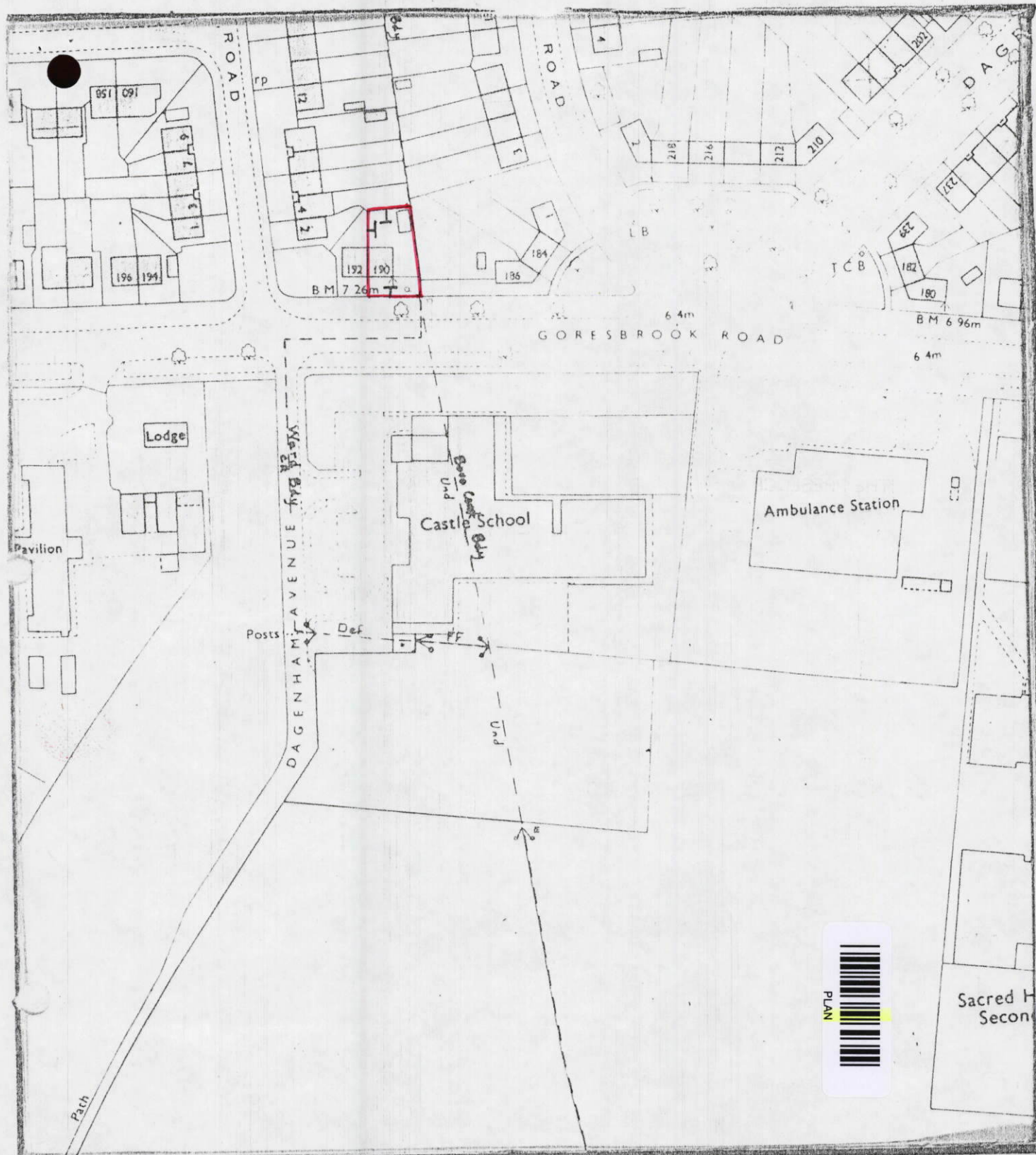
*Handwritten signature*

Witness' address

J.J.G. LAWDAY, LL.B.  
DAGENHAM, ESSEX  
SOLICITOR

Witness' occupation





REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE PERMISSION OF THE CONTROLLER OF HMSO CROWN COPYRIGHT RESERVED.

124 B. Kwade.

PROPERTY:  
190 Goresbrook Rd,  
Dagenham



SCALE-1:1050  
FOR IDENTIFICATION  
PURPOSES ONLY

DO NOT SCALE

DATE: 18.9.85

No: V 10,297

DRAWN BY: JAB ND

LONDON BOROUGH of  
BARKING and DAGENHAM.

D. R. Donovan, Dip.T.P. (Lond), C.Eng., F.I.C.E., M.I.H.T., F.B.I.M.,  
~~A. Greenwood, C.Eng., M.I.C.E., M.I.H.T.~~  
BOROUGH ENGINEER, SURVEYOR & PLANNING OFFICER,  
VALUATION & ESTATES SECTION.