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# Official copy of register of title

Title number EGL400720

Edition date 12.05.2014

- This official copy shows the entries on the register of title on 10 AUG 2023 at 11:33:54.
- 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 10 Aug 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.

BARKING AND DAGENHAM

- 1 (17.01.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 21,27 and 36 Highland Avenue, 40,65,69,99,103 and 105 Hardie Road, Dagenham.
- 2 (17.01.2000) The land tinted green on the filed plan is not included in the title.
- 3 (17.01.2000) The Transfers of properties made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or part V of the Housing Act 1985 took effect with the benefit of and subject to the easements and the other rights specified in paragraph 2 Schedule 2/Schedule 6 of the Housing Acts 1980/1985.
- 4 (17.01.2000) Transfers of neighbouring properties by the London Borough of Barking and Dagenham or the Greater London Council contain agreements and declarations as to party walls, their maintenance and access thereto.
- 5 (01.09.2000) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan. The property description has been amended to reflect the land remaining in the title.
- 6 (01.09.2000) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of 67 Hardie Road and other land dated 22 August 2000 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham (Transferor) and (2) Stort Valley Housing Association Limited (Transferee):-

EXCEPTING AND RESERVING unto the Transferor and its successors in title its servants agents licensees contractors or occupiers for the benefit of the land now in the ownership of the Transferor adjoining adjacent to or neighbouring the Property and every part thereof shown and of any other of the adjoining or neighbouring land and premises formerly in the ownership of the Transferor (hereinafter collectively called "the Retained Land") the rights set forth in Schedule B hereto and TOGETHER WITH the general rights contained in Schedule A hereto

SCHEDULE A

## A: Property Register continued

### GENERAL RIGHTS GRANTED

1. The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of the Property and each and every part thereof

2. The right subject to seven days prior written notice to the Transferor or its successors in title (except in case of emergency) to enter upon such part of the Retained Land immediately adjoining the Property as may be necessary with or without workmen materials and appliances for the purpose of repairing and or maintaining the Property and all or any buildings now erected or to be erected within 80 years from the date hereof ("the Perpetuity Period") upon the Property (the person exercising such right making good forthwith at his or their expense all damage caused thereby)

3. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the Property through and along all sewers mains pipes drains wires cables conduits and other conducting media and all apparatus appertaining thereto (hereinafter referred to as "the Service Conduits") which are now or may be constructed within the Perpetuity Period through or under or over the Retained Land (insofar as the same serve the Property or any part thereof) either alone or in common with the Transferor and all other person or persons who are now or may hereafter be entitled to connect with or use the same or any of them Subject To the Transferee its successors in title bearing paying and contributing together with such other persons (including the Transferor and its successors in title) a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits together with subject to 14 days written notice to the Transferor or its successors in title (except in case of emergency) a right of entry (in case of necessity) on to the Retained Land for the purpose of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits PROVIDED ALWAYS this will include the right to make within the Perpetuity Period further connections and to connect to and lay new Service Conduits in under or over the Retained Land necessary for any increased flow from time to time in such routes as may be previously approved in writing by the Transferor such approval not to be unreasonably withheld or delayed (Subject To the Transferee or its successors in title making good forthwith at its her or their own expense all damage occasioned by such entry)

4. The free and uninterrupted right for the Transferee and its successors in title the owner or owners for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Transferor its successors in title and all other persons to whom a like right has been or may hereafter be granted to pass and repass over and along the roads (where appropriate with or without vehicles) footways and access ways forming part of the Retained Land and not publicly adopted (if any) Subject to the Transferee its successors in title or other persons as aforesaid (if any) bearing paying and contributing together with the Transferor or its successors in title a fair proportion according to the extent to which they use such right of the cost of repairing and maintaining such roads footways and access ways) PROVIDED ALWAYS that the Transferor may upon giving not less than 28 days written notice vary the routes of such roads footways and access ways provided that such variations do not materially adversely affect the use and enjoyment of the property

5. The right to the unimpeded access and enjoyment of light and air to all the windows in the property now existing and to any buildings to be erected on the Property within the Perpetuity Period

6. All easements quasi easements liberties privileges rights and advantages now used and enjoyed over the Retained Land or which would be implied by statute or by reason of severance hereby affected (except rights of light or other rights which would unreasonably restrict or interfere with the free use of such of the Retained Land for building

## A: Property Register continued

and other purposes) subject to the Transferee or its successors in title bearing paying and contributing together with the Transferor or its successors in title a fair proportion according to user of the cost of repairing and maintaining any such easement or quasi-easement the use of which is appurtenant to the Property.

7. In the event that the Transferor or its successors in title shall fail to observe and perform the covenants on the part of the Transferor contained in Schedule D hereof the right to enter the Retained Land with or without workmen vehicles or equipment to perform the said covenants the Transferor or its successors in title bearing paying and contributing a proper and reasonable proportion according to user of the costs incurred in performing the said covenants.

### SCHEDULE B

#### GENERAL EXCEPTIONS AND RESERVATIONS

1. The full right of subjacent and lateral support from the Property and each and every part of the Property for the benefit of the Retained Land and each and every part thereof

2. The right subject to seven days prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property with or without workmen materials and appliances for the purpose of repairing and or maintaining the Retained Land and all or any buildings now erected or to be erected within the Perpetuity Period on the Retained land (the person exercising such right making good forthwith at its his or their expense all damage caused thereby)

3. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the Retained Land through and along the Service Conduits which are now or may within the Perpetuity Period be through on over or under the Property either alone or in common or jointly as aforesaid (Subject to the Transferor or its successors in title or other persons as aforesaid bearing paying and contributing together with the Transferee or its successors in title a fair proportion of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits according to the extent to which their respective properties are served thereby) and the right subject to seven days prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon the Property (in case of necessity) with or without workmen materials and appliances for the purpose of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits PROVIDED ALWAYS this will include the right to make within the Perpetuity Period further connections and to connect to and lay new Service Conduits necessary for any increased flow from time to time in such routes as may be previously approved in writing by the Transferee (subject to the Transferor or other person or persons as aforesaid making good forthwith at their own expense all damage occasioned by such entry)

4. The free and uninterrupted right for the Transferor and its successors in title the owner or owners for the time being of the Retained Land or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the used and enjoyment of any part of the Retained Land in common with the Transferee its successors in title and all other persons to whom a like right has been granted to pass and repass over and along all roads (where appropriate with or without vehicles) footways and access ways forming part of the Property and not publicly adopted except where such footways and access ways form an integral part of any individual dwelling within the Property and are intended for the sole use and benefit of such dwelling (Subject to the Transferor its successors in title or other persons as aforesaid bearing paying and contributing together with the Transferee or its successors in title a fair proportion according to the extent to which they use such right of the cost of repairing and maintaining the said roads footways and access ways) PROVIDED ALWAYS that the Transferee may upon giving not less than 28 days written notice vary the routes of such roads footways and access ways provided that such variations do not materially adversely

## A: Property Register continued

affect the use and enjoyment of the Retained Land

5. The right to the unimpeded access and enjoyment of light and air to all windows in the Property now existing and to any buildings to be erected on the Property within the Perpetuity Period.

6. All easements quasi easements liberties privileges rights and advantages now used and enjoyed over the Retained land or which would be implied by statute or by reason of severance hereby affected.

7. The right to deal with any of the Retained land in the Transferor's ownership in any manner whatsoever and without reference to and independently to the stipulations set out in Schedule D hereto together with the right to allow any departure therefrom in any one or more cases.

8. In the event that the Transferee or its successors in title shall fail to observe and perform the covenants on the part of the Transferee contained in Schedule E the right to enter the Property with or without workmen vehicles or equipment to perform the said covenants the Transferee or its successors in title bearing paying and contributing a proper and reasonable proportion according to user of the costs incurred in performing the said covenants.

NOTE 1: The Property referred to above is defined as the land edged and numbered EGL411993 in green on the filed plan

NOTE 2: The covenants on the part of the Transferor contained in Schedule D referred to are set out in the Schedule of Personal Covenants hereto

NOTE 3: Schedule E referred to contains the following covenants:-

### SCHEDULE E

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3. The Transferee and its successors in title hereby covenant with the Transferor and its successors in title from time to time and at all times hereafter to light repair maintain cleanse and renew all forecourts carriageways roads highways paths ways and passages affording access to or egress from the Retained Land and the Service Conduits serving the Retained Land situate in under or upon the Property which now or at any time within the Perpetuity Period shall pass or run to or from the Retained Land until such time as such access ways and/or service conduits shall become adopted by the appropriate public authority and maintainable at the public expense.

- 7 (23.04.2001) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of 71 Hardie Road and other land dated 9 March 2001 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) Stort Valley Housing Association Limited which are identical to those contained in the Transfer dated 22 August 2000 referred to above.

## 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 (17.01.2000) PROPRIETOR: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM of Town Hall, Barking, Essex, IG11 7LU.
- 2 (01.09.2000) The Transfer dated 22 August 2000 referred to in the property register contains Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

## B: Proprietorship Register continued

- 3 (23.04.2001) The Transfer dated 9 March 2001 referred to in the Property Register contains vendors personal covenant which are identical to those contained in the Transfer dated 22 August 2000 referred to above.

## Schedule of personal covenants

- 1 The Transferor and its successors in title covenant with the Transferee and its successors in title for the whole and every part of the Property to observe and perform the stipulations conditions and covenants contained or referred to in Schedule D hereof

### SCHEDULE D

#### TRANSFEROR'S COVENANTS - CLAUSE 7

The Transferor and its successors in title hereby covenant with the Transferee and its successors in title from time to time at all times hereafter to light repair maintain cleanse and renew all forecourts carriages roads highways paths ways and passages affording access to or egress from the Property (hereinafter called the "Access Ways") and the Service Conduits serving the Property situate in under or upon the Retained Land which now or at any time within the Perpetuity Period shall pass run to or from the Property until such time as the Access Ways and/or the Service Conduits shall become adopted by the appropriate public authority and maintainable at the public expense.

## C: Charges Register

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

- 1 (17.01.2000) The land is subject to any rights of way, support, rights of entry for the purpose of repair and maintenance and rights of drainage and rights in respect of water, gas and electricity supply services granted by various transfers made pursuant to the Housing Acts 1980/1985.

End of register