

To: Ms S Setufe
Senior Architect & Innovative Sites Programme Manager
Be First
9th Floor
Maritime House
1 Linton Road
Barking
London IG11 8HG

By email only to: selasi.setufe@befirst.london

Our ref: 108611-100/PL/TSS

Date: 13 May 2021

Dear Selasi

**Garages Adjacent Highland Avenue, South Dagenham RM10 7AS (Site 15)
Party Wall etc. Act 1996 (the "1996 Act") and Neighbourly Matters**

We have been instructed by London Borough of Barking and Dagenham to advise on issues that will need to be taken into consideration in respect of the Party Wall etc. Act 1996 and access issues in the event of redevelopment of the garage block adjacent to Highland Avenue, Dagenham RM10 7AS (the "Site"). Our preliminary advice is set out in this report.

Introduction

Our assessment of party wall and access matters in relation to the proposed redevelopment is set out below and is based on a site inspection as well as the following information provided to us:

- A site location plan entitled Highland Avenue RM10 7AS showing the Site (tinted in blue) and the properties and land immediately neighbouring the Site.

We understand that it is proposed to redevelop the Site to provide a new housing, however, no architectural, or engineering designs or details for the proposed development have yet been produced.

Hollis, 140 London Wall, London, EC2Y 5DN
T +44 20 7622 9555 W hollisglobal.com

Paul Lovelock
DD +44 20 7627 6016 M +44 7393 461051 F +44 20 7627 9850 E paul.lovelock@hollisglobal.com

Regulated by RICS

Malcolm Hollis LLP, a Limited Liability Partnership. Registered in England and Wales number OC314362.
Registered office: Battersea Studios, 80-82 Silverthorne Road, London SW8 3HE.
VAT number 863 8914 80. A list of members is available from our registered office. Regulated by RICS.

In light of the limited amount of information currently available, the reader is advised to treat this as a preliminary assessment at this stage. It is recommended that the preliminary advice in the report be re-considered once the proposed Site layout and building design has been established, in order to confirm, with greater accuracy, the nature of the notices that would need to be served under the Party Wall etc. Act 1996 and the nature of any access issues that are likely to arise.

In formulating our recommendations, we have inspected the Site, utilised online street mapping, online aerial photography and have briefly checked Land Registry title data relating to the neighbouring properties and land. Title information relating to the neighbouring properties and land is attached at **Appendix 1** to this letter.

The site



General view of the site.



Site plan.

The Site is located to the south of Highland Avenue and is generally flat and rectangular in plan. The Site is approximately 801 sq. m in area and consists of two rows of garages. The row to the north comprises 10 garages, the row to the south has 14 garages.

The garages are formed of precast concrete posts and panels and are covered with profiled metal roof coverings.

The garages are built up to the north and south edges of the Site. These boundary of the Site to the north and south is, therefore, likely to run along the external faces of the rear elevations of the garages. The boundary to west and to east are delineated by precast concrete posts and concrete panels.

Access to the garages is via a wide, private, access road and pavement connecting Highland Avenue to the garage compound.

Party Wall matters – notice provisions

In simple terms, the 1996 Act will apply if it is proposed to:

- 1) Construct a wall up to, or astride the legal boundary between land in different ownership (Section 1: *Line of Junction* works); and/or
- 2) Undertake certain building works to a wall in joint ownership, or in some cases a neighbour's external wall (Section 3: *Party Structure* works); and/or
- 3) Undertake excavation works within certain dimensional parameters (3 and/or 6 metres) of a neighbour's building or structure (Section 6: *Adjacent Excavation* works).

Each of the three situations described above has been considered in relation to redevelopment of the Site and our observations are set out under the numbered headings below.

1) Line of junction works

Line of junction works arise when construction of a new wall up to or astride a boundary is proposed, which has not previously been built upon (or has been built on, but only to the extent of a boundary wall). A boundary wall is one which, above ground, is positioned wholly on the land of one owner and does not form part of a building.

Whilst the north and south boundaries are built upon within the meaning of the Act the remaining boundaries are not. Accordingly, service of line of junction notices will be required on the following properties if the proposed development involves the construction of an external wall of a building and/or free-standing boundary walls up to or astride the legal boundary:

- 11 Highland Avenue, Dagenham RM10 7AS.
- 13 Highland Avenue, Dagenham RM10 7AS.
- 25 Highland Avenue, Dagenham RM10 7AS.
- 12 Fir Tree Walk, Dagenham RM10 8AP.



25 Highland Avenue (in the background).



11 Highland Avenue.

2) Party structure works

Party structure works relate to any adaptations proposed to shared walls, partitions or floors. These works also include limited types of building work proposed to external walls of an adjoining owner's property (for example cutting a chase for a flashing to weather the junction between two properties or cutting away projections).

There are several adjoining structures within very close proximity of the Site. Service of notices may be required upon the following properties if the proposed development is built in very close proximity to the boundary:

- 11 Highland Avenue, Dagenham RM10 7AS,
- 13 Highland Avenue, Dagenham RM10 7AS,
- 15 Highland Avenue, Dagenham RM10 7AS,
- 101 Hardie Road, Dagenham, RM10 7BT, and
- 14 Fir Tree Walk, Dagenham RM10 7AP.



Structure belonging to 11 Highland Avenue.



13 Highland Avenue (right).



14 Fir Tree Walk (left).



15 Highland Avenue (flat roof with felt covering).

3) Adjacent excavation works

Building work which involves excavation within notifiable distances (3 metres or 6 metres – depending on the depth of any proposed excavation) will require notice to be served on owners of adjoining buildings and structures.

From our review of the Site, it is anticipated that adjacent excavation notices are likely to be required in respect of the following properties, if the proposed development is within the notifiable distances (3 metres or 6 metres):

- 11 Highland Avenue, Dagenham RM10 7AS,
- 13 Highland Avenue, Dagenham RM10 7AS,
- 15 Highland Avenue, Dagenham RM10 7AS,
- 101 Hardie Road, Dagenham, RM10 7BT, and
- 14 Fir Tree Walk, Dagenham, RM10 7AP.

The requirement for service of adjacent excavation notices is subject to confirmation of the depth and position of excavations proposed on the Site and the depth of the foundations of any adjoining buildings or structures within 6 metres of the excavations.

Adjoining owners

The nature of the parties, on whom notices must be served, is prescribed by the 1996 Act. Persons owning the freehold interest in a property and any person with a leasehold interest in the same property must receive notice. Persons with leasehold interests granted for a term of one year, or less, tenants at will and mortgagees are not owners for the purposes of the 1996 Act and do not need to receive notice.

Our site inspection and our review of the information available online at Land Registry indicate that the following number of interests will require service of notice:

Properties	Freehold Owner	Leasehold Owners
11 Highland Avenue, Dagenham RM10 7AS	1	0
13 Highland Avenue, Dagenham RM10 7AS	1	0
15 Highland Avenue, Dagenham RM10 7AS	1	0
25 Highland Avenue, Dagenham RM10 7AS	1	0
12 Fir Tree Walk, Dagenham RM10 8AP	1	0
14 Fir Tree Walk, Dagenham RM10 7AP	1	0
101 Hardie Road, Dagenham, RM10 7BT	1	0
101 Hardie Road, Dagenham, RM10 7BT	1	0
Total	8	0



It should be noted that registration of a leasehold interest at Land Registry is only possible if the term of the interest granted is 7 years or more. Leases granted for a term of years that is shorter than 7 years cannot be registered. Thus, it is possible that further un-registered owners could be identified in due course, or that a number may be discounted following further research if a lease term has expired since this report was issued.

Upon receipt of a notice served pursuant to the 1996 Act, an adjoining owner may consent to the works identified in the notice, at which point, no further input is required by Party Wall Surveyors. Alternatively, the owner may dissent to the works identified. Upon dissenting, the adjoining owner can either agree to the appointment of a single 'agreed surveyor', to act impartially between the parties, or alternatively appoint a separate surveyor to act on their behalf.

Once a dispute has arisen and a surveyor, or surveyors, are appointed, they will produce an Award governing the timing, manner and execution of the notifiable works.

Party Wall matters – delivery programme

The 1996 Act sets certain statutory timescales which must be adhered to and have been put in place to safeguard the interests of both the developer and adjoining owners/neighbours.

Adjacent Excavation and Line of Junction notices must be served minimum of one month before works to which they relate commence on Site, whilst Party Structures notices have a two-month notice period. However, we recommend that you allow at least three to four months (from the date the notices are served) to agree the Awards. The speed with which Awards can be agreed is ultimately dependent on the flow of design information from a project team as the timing and manner of executing the work can't be agreed without relevant design information, risk assessments and method statements.

Fee budgets for party wall matters

Developer's party wall surveyor

The developer's surveyor's fees will be dependent on, among other things, the precise nature of the development proposed, the number of notices served and the number of Awards agreed as a result.

Based on the preliminary information available, it is considered that up to 8 notices will need to be served and 8 Awards with schedules of condition might therefore result. We recommend you budget an average figure of £2,250, plus VAT, per Notice and Award/Schedule of Condition. A total fee budget in respect of services required from a developer's party wall surveyor might be up to £18,000 plus VAT.

Once re-development proposals have evolved into a more definitive scheme, we would be happy to provide more definitive guidance as to the fee budget required. It may also be possible to reduce the number of Notices/Awards required if the proposed development is positioned away from the adjoining buildings and boundaries. We would be happy to provide advice at the design stage to assist with this.

Neighbours' party wall surveyors

It is the convention in party wall matters that the developer pays the reasonable fees of the neighbour's party wall surveyor(s). The surveyor's reasonable fees could also include the fees of any advising structural engineers the neighbour's surveyor may wish to appoint. We recommend a fee budget for the involvement of adjoining surveyors similar to that of a developer's party wall surveyor.

Access matters

Access/Oversail licences

In limited circumstances, rights of access to a neighbour's land and/or air space can be obtained under the Party Wall etc. Act 1996, but only in respect of the building work identified in the initiating notices.

However, in most circumstances a developer will not have a right to enter neighbouring land, or air space for the purpose of erecting a scaffold or to oversail with a crane. Separate access licence agreements would be required for such access and there are no statutory procedures to be followed in respect of the procurement of such licences.

The adjoining owners do not have to grant you a licence, but commercial owners tend to be amenable to this, subject to payment of financial consideration being offered. There is no formula for calculating the financial consideration and it is usually agreed by commercial negotiation. In some cases, neighbours might take a rather mercenary, single-minded approach.

The requirement for an access/oversail license on any development project will be dependent on the position of the building (or buildings) comprising the development relevant to the position of the legal boundary and the methods of construction envisaged.

The need to obtain consent to access adjoining land for the purposes of re-developing the Site can be avoided if the use of cranes that oversail adjoining land can be avoided and the design of any scheme features a gap between the legal boundary of the Site and the nearest major element of construction (external wall) of a new building of about 1,000mm to 1,500mm from the boundary.

From our review of the Site, we have identified properties (also shown in the attached Schedule of Title, Appendix 1) in respect of which, there will not be any circumstances requiring service of any statutory notices under the 1996 Act during the demolition phase. However, these properties comprise land which runs up to and directly abuts the boundary of the Site and each property will need to be the subject of general neighbourly discussions relating to access for the demolition phase of any redevelopment - assuming that all wall and roof elements of the garages are to be taken down and none of the walls will be left free-standing in situ permanently to form a boundary feature.

The adjoining properties which might require a licence for access are as follows:

- 1) 17 Highland Avenue, Dagenham (RM10 7AS)
- 2) 19 Highland Avenue, Dagenham (RM10 7AS)
- 3) 23 Highland Avenue, Dagenham (RM10 7AS)
- 4) 21, 27 and 36 Highland Avenue, 40, 65, 69, 99, 103 and 105 Hardie Road, Dagenham - only the properties known as 21 Highland Avenue, Dagenham (RM10 7AS) and 99 Hardie Road, Dagenham (RM10 7BT) within the freehold will require an access license.

Taking down of the garage walls might leave the back boundary to each property open to the Site if there is no separate fencing running along the back boundary. Any fencing that does exist might well be in a dilapidated, unstable state.

In such cases, the provision of temporary hoarding and/or scaffolding on the adjoining owners land should be considered, before demolition commences, in order to secure and protect the back gardens and structures (sheds, garages) in the back gardens. Making good of any disruption and damage caused by the installation and presence of protective hoarding/scaffolding should also be undertaken on its removal. Where, the London Borough of Barking and Dagenham owns the freehold interest in an adjoining property, the Borough's rights of access will be depended on the terms of any leases to which the title is subject. Accordingly, some investigation of the leasehold titles relating to adjoining properties might be required in due course.

Fee budgets for access matters

We recommend that a budget of £10,000, plus VAT be allowed for the services of a developer's neighbourly matters consultant to liaise with adjoining owners and progress access negotiations relating to the demolition of the garages. This sum does not include allowances for the fees of surveyors, if any, that neighbours appoint to advise them. It is not possible to give accurate guidance on this matter at this stage as it is not known whether the neighbours will want professional representation in relation to any such access discussions. The fees of surveyors appointed to advise the neighbours, might also accumulate to a sum of about £10,000, plus VAT, but it is not possible to precise about such costs at this stage.

In the event that the developer and /or any neighbour wishes to see the terms and conditions of access documented formally, it might be necessary to involve solicitors with the drafting of formal licence documentation. We are not able to give guidance on this at this stage.

Please let me know if you have any questions or queries.

Yours sincerely



Paul Lovelock
Partner

Enc. Appendix 1 - Title information

Appendix 1

Title information

Schedule of title information publicly available from Land Registry for land and properties with boundaries immediately neighbouring the garage site at Highland Avenue, South Dagenham RM10 7AS.

Site 15

Garages Site off, Highland Avenue, Dagenham, London, RM10 7AS

Schedule of Title Information

for

Properties with boundaries adjoining the garages site at Highland Avenue, Dagenham, London, RM10 7AS.

Postal address of Adjoining Property	Nature of Adjoining Property	Title Number		Name(s) of Owner
		Freehold	Leasehold(s)	
11 Highland Avenue, Dagenham (RM10 7AS)	End of terrace house	EGL115623	None registered	<u>Freehold:</u> Mohamed Ahmed Betto
13 Highland Avenue, Dagenham (RM10 7AS)	End of terrace house	EGL145689	None registered	<u>Freehold:</u> Patricia Rhoden
15 Highland Avenue, Dagenham (RM10 7AS)	Terraced house	EGL115663	None registered	<u>Freehold:</u> Asif Javaid Bhatti and Ruth Rose Bhatti
17 Highland Avenue, Dagenham (RM10 7AS)	Terraced house	EGL231420	None registered	<u>Freehold:</u> Simon Mayunga Ntekolo
19 Highland Avenue, Dagenham (RM10 7AS)	End of terrace house	EGL226339	None registered	<u>Freehold:</u> Margaret Rose Hitching
23 Highland Avenue, Dagenham (RM10 7AS)	Terraced house	EGL110070	None registered	<u>Freehold:</u> Ada-Aku Evboren
25 Highland Avenue, Dagenham (RM10 7AS)	End of terrace house	EGL252748	None registered	<u>Freehold:</u> Peadbody Trust (Community Benefit Society No. 7741)
12 Fir Tree Walk, Dagenham (RM10 7AS)	End of terrace house	TGL480150	None registered	<u>Freehold:</u> Linda Patricia Lyons, Michelle Jane Mitchell and Ian Scott Mitchell
14 Fir Tree Walk, Dagenham (RM10 7AS)	End of terrace house	EGL114723	None registered	<u>Freehold:</u> Edwin Charles Popper and Doris Popper
101 Hardie Road, Dagenham (RM10 7BT)	End of terrace house	ELG192389	None registered	<u>Freehold:</u> Riaz Inayat and Shagufta Inayat

Postal address of Adjoining Property	Nature of Adjoining Property	Title Number		Name(s) of Owner
		Freehold	Leasehold(s)	
21,27 and 36 Highland Avenue, 40,65,69,99,103 and 105 Hardie Road, Dagenham	Various – See note 1 below	EGL400720	None registered	<u>Freehold:</u> The Mayor and Burgesses of the London Borough of Barking and Dagenham

Note 1:

The Freehold title number EGL400720 includes the land at Highland Avenue, London, RM10 7AS and also covers a number of other properties surrounding the garages, however, none of the properties in question acquire a leasehold interest.

The following listed properties fall within the freehold title number EGL400720 with 21 Highland Avenue located north of the rear of the northern row of garages and 99 Hardie Road located west of the side of the southern row of garages, these properties may require access licences:

- 21 Highland Avenue, Dagenham (RM10 7AS) (end of terrace house); and
- 99 Hardie Road, Dagenham (RM10 7BT).

Properties on Highland Avenue



Official copy of register of title

Title number EGL115623

Edition date 23.01.2018

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:02:10.
- 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 07 Apr 2021.
- 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 (10.06.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 11 Highland Avenue, Dagenham (RM10 7AS).
- 2 The Transfer dated 8 February 1982 referred to in the Charges Register was made pursuant to Chapter 1 of Part 1 of the Housing Act, 1980 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 2 of the said Act.
- 3 The Transfer dated 8 February 1982 referred to above contains a provision as to boundary structures.

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 (23.01.2018) PROPRIETOR: MOHAMED AHMED BETTO of 11 Highland Avenue, Dagenham RM10 7AS.
- 2 (23.01.2018) The price stated to have been paid on 15 December 2017 was £320,000.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 12 February 1945 made between (1) George Arthur Smith (Vendor) and (2) The Mayor Aldermen and Burgesses of The Borough of Dagenham (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Transfer of the land in this title dated 8 February 1982 made between

C: Charges Register continued

(1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) Edward William Cooley and Louisa Charlotte Cooley contains restrictive covenants.

NOTE: Original filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 12 February 1945 referred to in the Charges Register:-

"THE Corporation as to the land hereby conveyed and with the intent to bind all persons in whom the said land shall from time to time be vested hereby covenants with the Vendor to observe and perform the stipulations and conditions contained in the Second Schedule hereto.

THE SECOND SCHEDULE above referred to

1. FENCES. As soon as the materials are obtainable to erect and for ever after maintain on the eastern boundary of the land hereby conveyed a close boarded fence between the points marked C to D and E to F and G to H on the plan number two annexed hereto at a height of not less than five feet.

2. TRADES PROHIBITED. Private dwellinghouses or buildings for health and public services shall be erected and no trade or business shall be carried on in any such house and particularly the trade of an innkeeper victualler or seller of wines spirits or beer or other intoxicating liquor to be consumed either on or off the premises or a club where such liquors are consumed shall not be carried on upon any part of the premises or in any building which may be erected thereon.

3. TEMPORARY BUILDINGS. No hut shed caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booth shows swings or roundabouts or hoarding board (except for building purposes) or station for advertising shall be erected made placed or used or be allowed to remain upon any part of the premises provided that where it is necessary in furtherance of government proposals to construct erect and adapt any hut or temporary building for use as a dwellinghouse then the Vendor will raise no objection thereto.

4. ACCESS TO RAODS. To provide and construct two roads each Forty feet with a twenty foot carriageway up to the points marked A and B on the said plan number two to link up with the Vendor's remaining estate and the Vendor shall have free and uninterrupted access to all roads adjoining the remaining estate of the Vendor and to grant an easement of drainage through the sewers and surface water drains to be constructed by the Corporation which said sewers and surface water drains will be constructed at the lowest possible fall the Vendor being allowed to drain into the said sewers up to the maximum capacity only of the said sewers and provide connections therefor at the places or points marked A and B on the said plan number two Provided that it be a condition precedent to the granting of such easement that the Vendor will construct the portion of his sewers in such manner and level as shall be decided by the Corporation.

5. EXCAVATION. No gravel sand or earth shall be removed from any part of the land except such as shall be necessary for the purpose of building.

6. THE Vendor reserves all rights of light and other rights and easements belonging to the adjoining and neighbouring property of the Vendor to the same extent as if such property belonged to a separate and independent owner.

7. THE Vendor reserves the right at any time hereafter to waive the stipulations herein contained."

NOTE: The land in this title does not abut the eastern boundary referred to. The points C,D,E,F,G and H referred to do not affect the land in this title. These are both referred to in Clause No. 1 above.

Title number EGL115623

Schedule of restrictive covenants continued

The points A and B referred to do not affect the land in this title as referred to in Clause No. 4 above.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

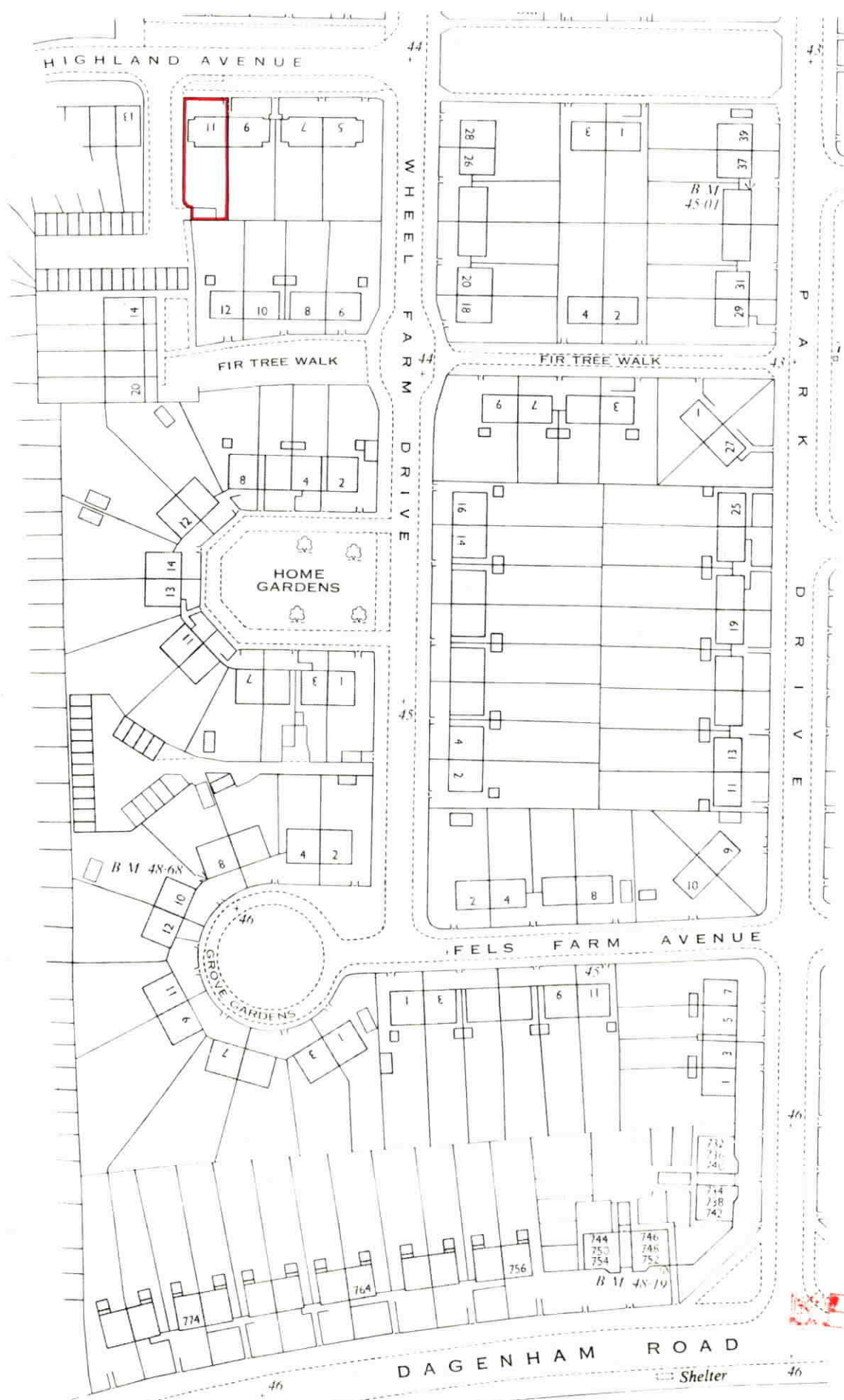
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:02:10. 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 the HM Land Registry, Telford Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		EGL 115623	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION	Scale 1/1250
		J	
GREATER LONDON		BOROUGH OF BARKING AND DAGENHAM	
		© Crown copyright	





Official copy of register of title

Title number EGL145689

Edition date 26.08.2016

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:01:42.
- 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 07 Apr 2021.
- 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 (03.09.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 13 Highland Avenue, Dagenham (RM10 7AS).
- 2 The Transfer dated 20 August 1984 referred to in the Charges Register was made pursuant to Chapter 1 of Part 1 of the Housing Act, 1980 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 2 of the said Act.

The said Transfer contains an agreement and declaration as to party walls.

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 (26.08.2016) PROPRIETOR: PATRICIA RHODEN of 13 Highland Avenue, Dagenham RM10 7AS.
- 2 (26.08.2016) The price stated to have been paid on 2 August 2016 was £310,000.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 20 August 1984 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Sylvia Dorothea Price contains restrictive covenants.

NOTE: Original filed.

Title number EGL145689

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

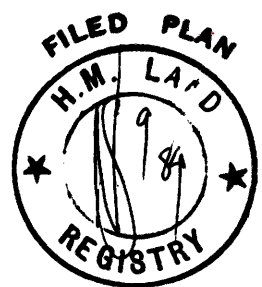
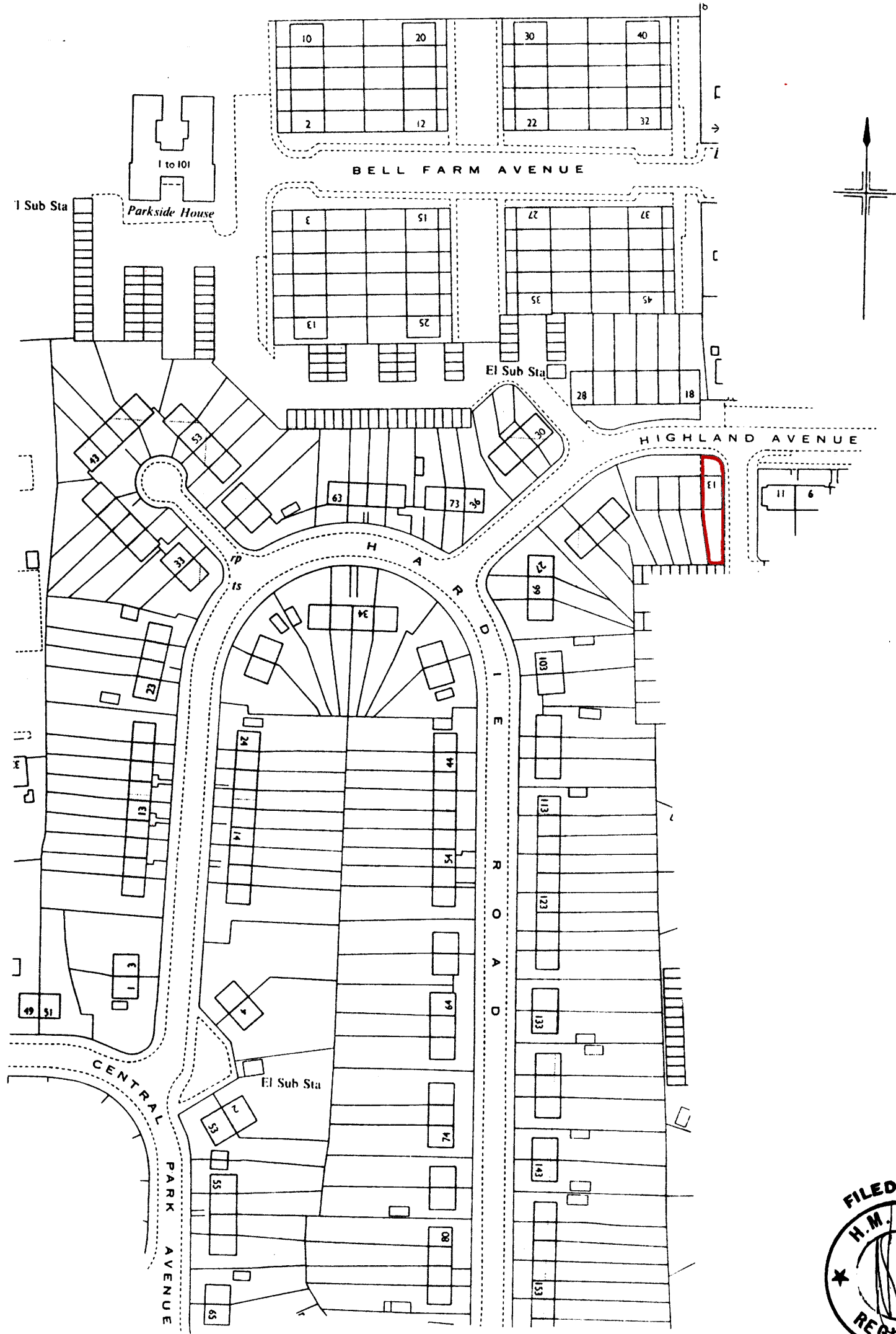
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:01:42. 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 the HM Land Registry, Telford Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		EGL 145689	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION	Scale 1/1250
		H	
GREATER LONDON		BOROUGH OF BARKING AND DAGENHAM	
© Crown copyright			





Official copy of register of title

Title number EGL115663

Edition date 01.11.2007

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:12:49.
- 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 07 Apr 2021.
- 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 (10.06.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 15 Highland Avenue, Dagenham (RM10 7AS).
- 2 The Transfer dated 17 May 1982 referred to in the Charges Register was made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 2 of the said Act.
- 3 The Transfer dated 17 May 1982 referred to above contains a provision as to boundary structures.

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 (01.09.2003) PROPRIETOR: ASIF JAVAID BHATTI and RUTH ROSE BHATTI of 18 Horse Leaze, Beckton, London E6 6QJ.
- 2 (01.09.2003) The price stated to have been paid on 31 July 2003 was £150,000.
- 3 (01.09.2003) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 17 May 1982 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) Anthony David Boulter and Patricia Rose Boulter contains

C: Charges Register continued

restrictive covenants.

NOTE: Original filed.

- 2 (01.09.2003) REGISTERED CHARGE dated 31 July 2003 to secure the moneys including the further advances therein mentioned.
- 3 (01.11.2007) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

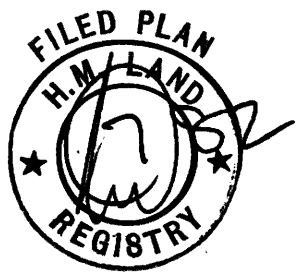
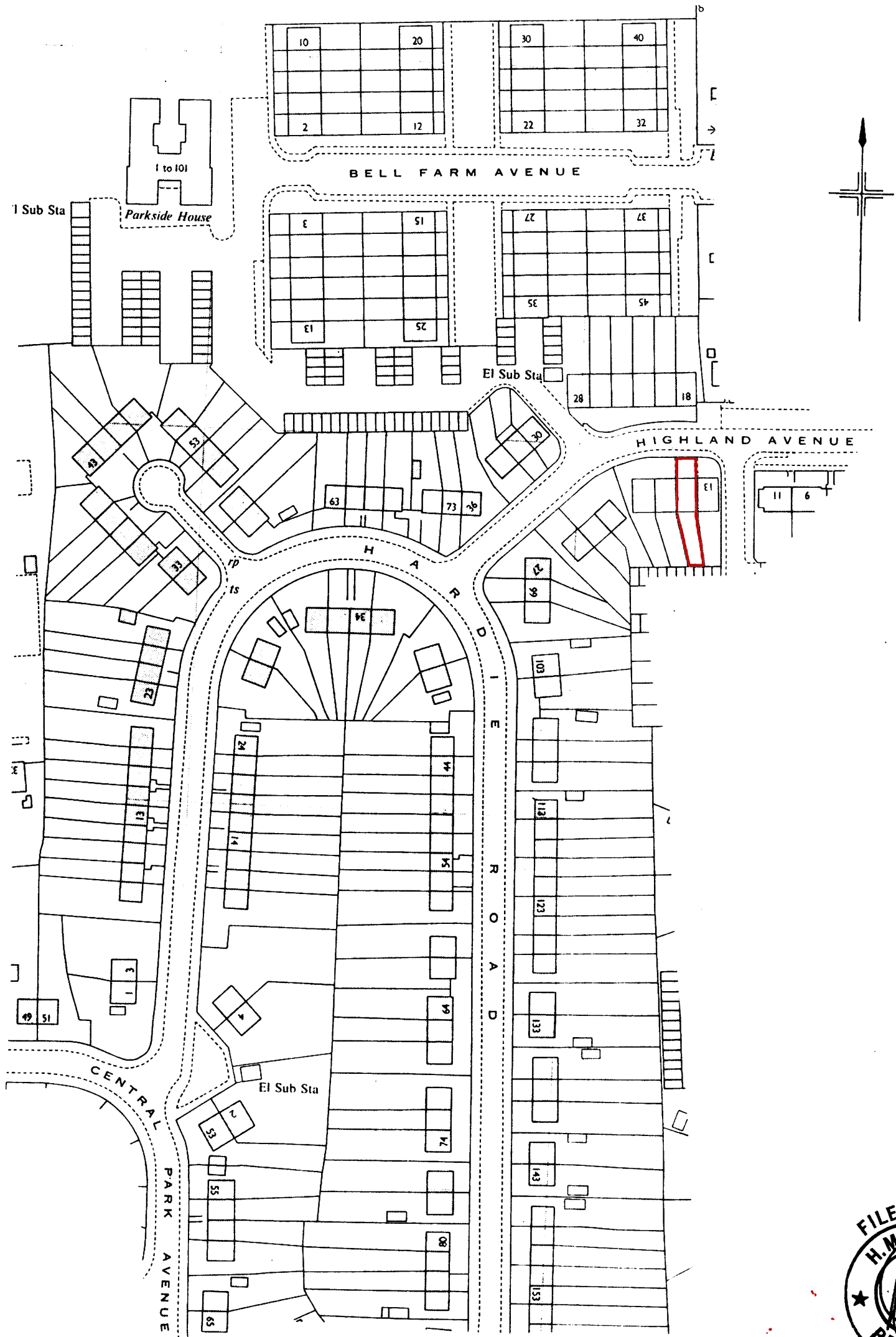
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:12:49. 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 the HM Land Registry, Telford Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		EGL 115663	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION	Scale 1/1250
		H	
GREATER LONDON		BOROUGH OF BARKING AND DAGENHAM	
© Crown copyright			





Official copy of register of title

Title number EGL231420

Edition date 05.02.2010

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:12:20.
- 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 07 Apr 2021.
- 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 (29.11.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 17 Highland Avenue, Dagenham (RM10 7AS).
- 2 The Transfer dated 14 November 1988 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.
- 3 The Transfer dated 14 November 1988 referred to above contains a provision as to boundary structures.

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 (19.12.2006) PROPRIETOR: SIMON MAYUNGA NTEKOLO of 17 Highland Avenue, Dagenham, Essex RM10 7AS.
- 2 (19.12.2006) The price stated to have been paid on 29 November 2006 was £147,000.
- 3 (19.12.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 November 2006 in favour of Santander UK PLC referred to in the Charges Register.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 14 November 1988 made

C: Charges Register continued

between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) Herbert Kenneth Loader and Dorothy Evelyn Loader contains restrictive covenants.

NOTE: Original filed.

- 2 (19.12.2006) REGISTERED CHARGE dated 29 November 2006.
- 3 (05.02.2010) Proprietor: SANTANDER UK PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.
- 4 (19.12.2006) The proprietor of the Charge dated 29 November 2006 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:12:20. 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 the HM Land Registry, Telford Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY

TITLE NUMBER

EGL231420

ORDNANCE SURVEY
PLAN REFERENCE

TQ 5086

SECTION

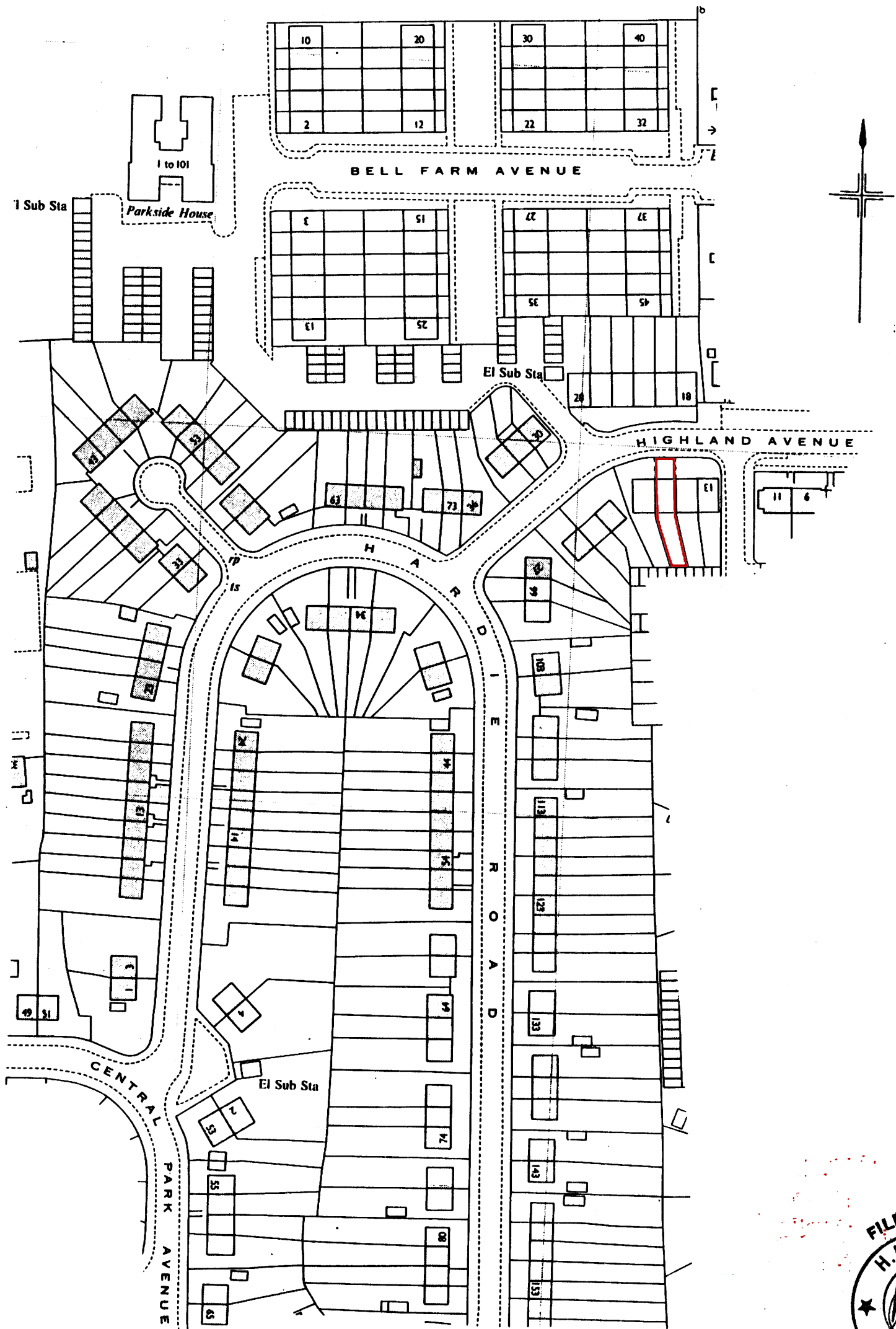
H

Scale
1/1250

GREATER LONDON

BOROUGH OF BARKING AND DAGENHAM

© Crown copyright





Official copy of register of title

Title number EGL226339

Edition date 17.10.2018

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:11:37.
- 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 07 Apr 2021.
- 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 (28.09.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 19 Highland Avenue, Dagenham (RM10 7AS).
- 2 The Transfer dated 19 September 1988 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.
- 3 The Transfer dated 19 September 1988 referred to above contains a provision as to boundary structures.

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 (28.09.1988) PROPRIETOR: MARGARET ROSE HITCHING of 19 Highland Avenue, Dagenham, Essex.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 19 September 1988 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Frederick Hitching and Margaret Rose Hitching contains restrictive covenants.

NOTE: Original filed.

- 2 (28.09.1988) REGISTERED CHARGE dated 19 September 1988 to secure the moneys including the further advances therein mentioned.

Title number EGL226339

C: Charges Register continued

3 (01.11.2007) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

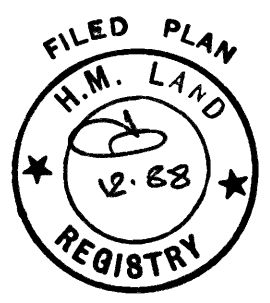
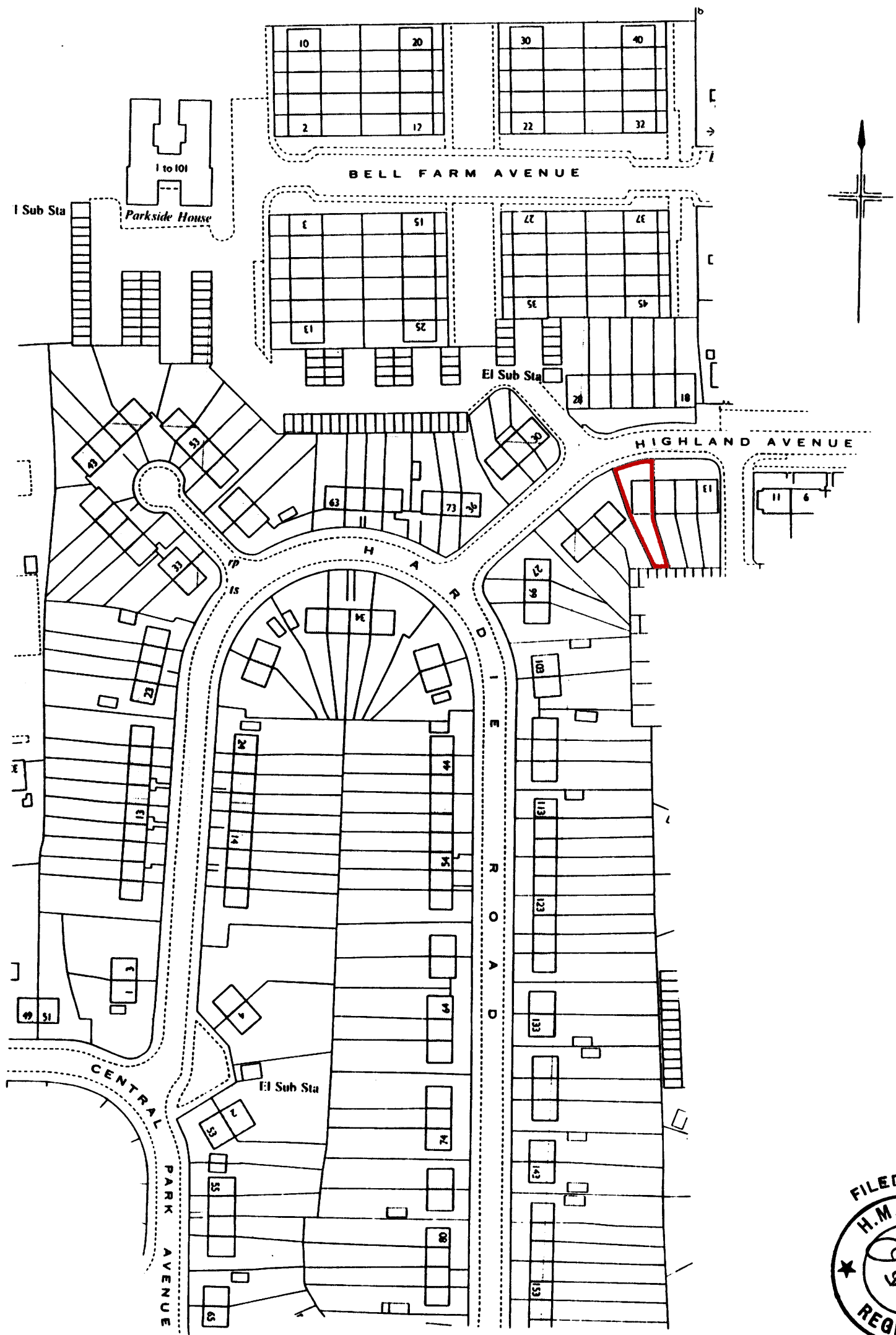
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:11:37. 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 the HM Land Registry, Telford Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		EGL226339	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION	Scale 1/1250
		H	
GREATER LONDON		BOROUGH OF BARKING AND DAGENHAM	
		© Crown copyright	





Official copy of register of title

Title number EGL110070

Edition date 05.08.2010

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:11:02.
- 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 07 Apr 2021.
- 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 (08.02.1982) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 23 Highland Avenue, Dagenham (RM10 7AS).
- 2 The Transfer dated 1 February 1982 referred to in the Charges Register was made pursuant to Chapter 1 of Part 1 of the Housing Act, 1980 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 2 of the said Act.
- 3 The Transfer dated 1 February 1982 referred to above contains a provision as to boundary structures.

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 (27.01.2005) PROPRIETOR: ADA-AKU EVBOREN of 23 Highland Avenue, Dagenham, Essex RM10 7AS.
- 2 (27.01.2005) The price stated to have been paid on 16 December 2004 was £172,000.
- 3 (27.01.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 14 December 2004 in favour of Oakwood Homeloans Limited referred to in the Charges Register.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 1 February 1982 made between

C: Charges Register continued

(1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) Brian Offord and Linda Offord contains restrictive covenants.

NOTE: Original filed.

- 2 (27.01.2005) REGISTERED CHARGE dated 14 December 2004.
- 3 (23.09.2005) Proprietor: OAKWOOD HOMELOANS LIMITED (Co. Regn. No. 5092310) of 1 Providence Place, Skipton, N Yorkshire BD23 2HL.
- 4 (05.08.2010) Equitable charge created by interim charging order of the Romford County Court dated 23 July 2010 in favour of Link Financial Limited.

NOTE: Copy filed.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

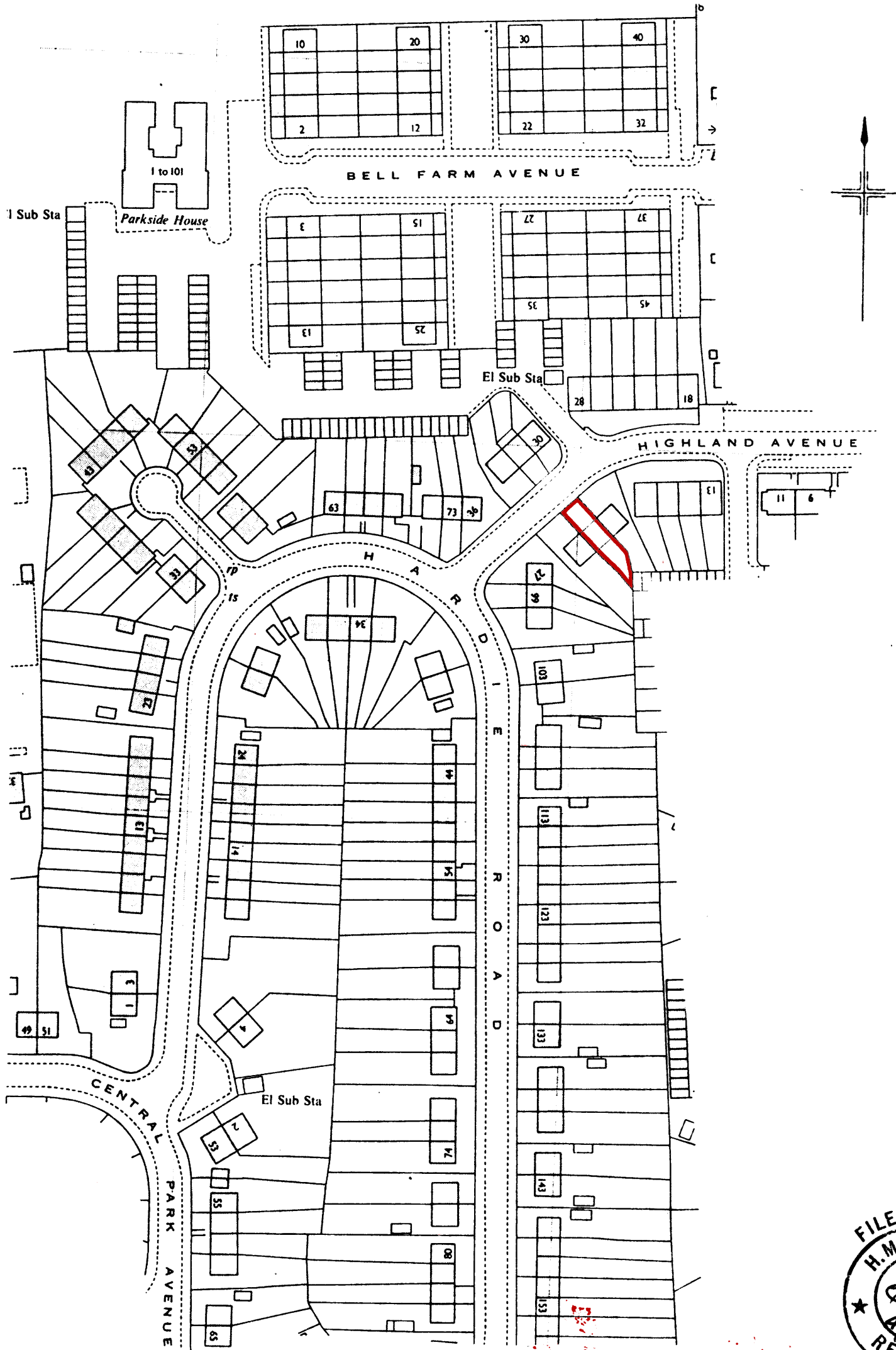
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:11:02. 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 the HM Land Registry, Telford Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		EGL 110070	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION	Scale 1/1250
		H	
GREATER LONDON		BOROUGH OF BARKING AND DAGENHAM	
© Crown copyright			





Official copy of register of title

Title number EGL252748

Edition date 01.02.2019

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:10:19.
- 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 07 Apr 2021.
- 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 (23.10.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 25 Highland Avenue, Dagenham (RM10 7AS).
- 2 The Transfer dated 9 October 1989 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.
- 3 The Transfer dated 9 October 1989 referred to in the Charges Register contains a provision as to boundary structures.

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 (01.02.2019) PROPRIETOR: PEABODY TRUST (Community Benefit Society No. 7741) of 45 Westminster Bridge Road, London SE1 7JB.
- 2 (09.12.2016) A Transfer of the land in this title and other land dated 9 November 2016 made between (1) The Governors of the Peabody Trust and (2) Peabody Trust 2015 contains purchaser's personal covenants.

NOTE: Copy filed under TGL268876.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 9 October 1989 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) John William Harrison and Jean Rose Harrison contains restrictive covenants.

Title number EGL252748

C: Charges Register continued

NOTE: Original filed.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:10:19. 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 the HM Land Registry, Telford Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY

TITLE NUMBER

EGL252748

ORDNANCE SURVEY
PLAN REFERENCE

TQ 5086

SECTION

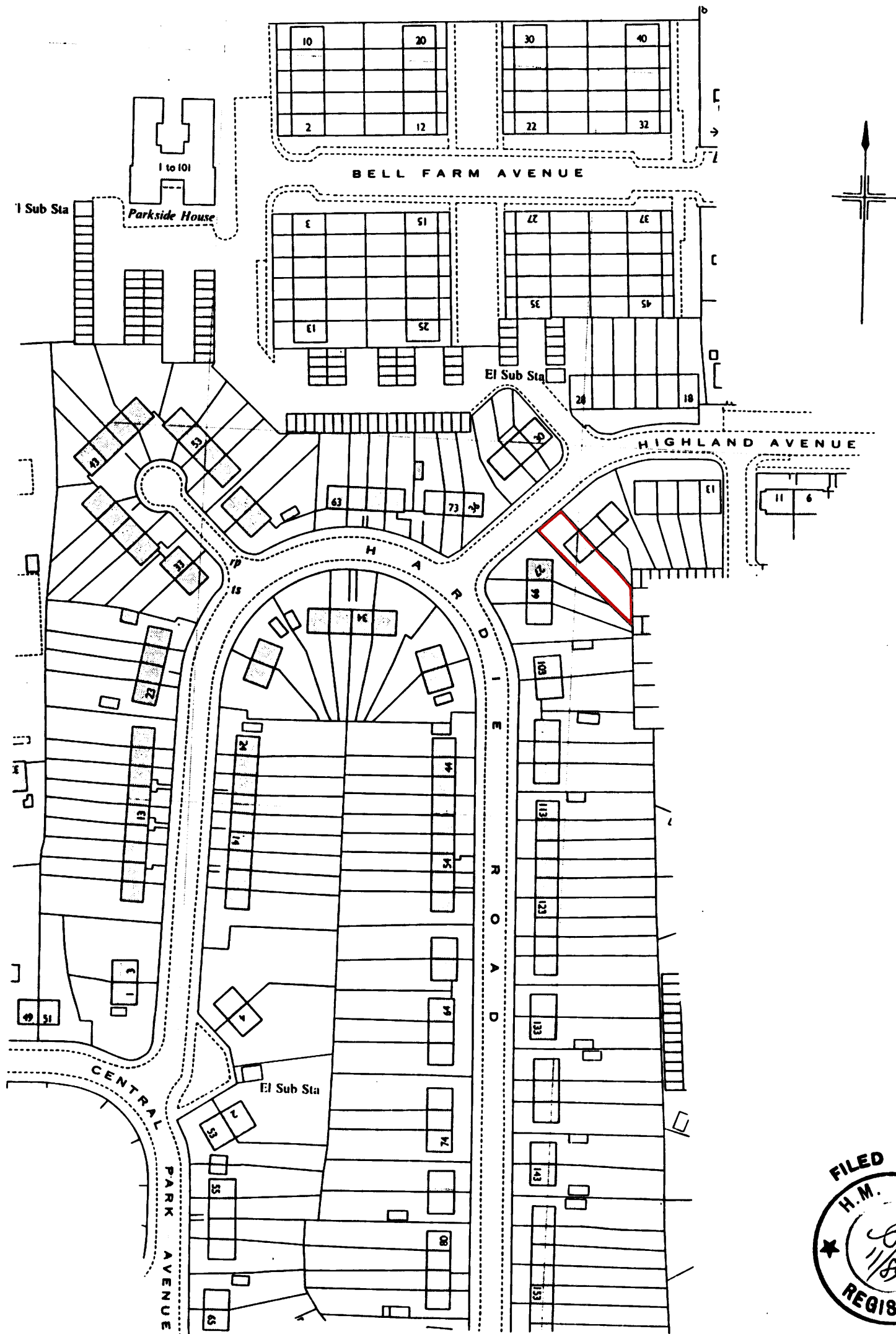
H

Scale
1/1250

GREATER LONDON

BOROUGH OF BARKING AND DAGENHAM

© Crown copyright





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 07 APR 2021 at 16:13:37.
- 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 07 Apr 2021.
- 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

.....
..

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

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

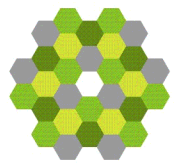
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:13:37. 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 the HM Land Registry, Telford Office .

HM Land Registry

Official copy of title plan

Title number **EGL400720**
Ordnance Survey map reference **TQ5086SW**
Scale **1:1250**
Administrative area **Barking and Dagenham**



© Crown copyright and database rights 2014 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



Properties on Tree Walk



Official copy of register of title

Title number TGL480150

Edition date 04.08.2017

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:03:03.
- 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 07 Apr 2021.
- 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 (13.01.2000) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 12 Fir Tree Walk, Dagenham (RM10 7AP).
- 2 (04.08.2017) The Transfer dated 10 July 2017 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to the easements and rights specified in paragraph 2 of Schedule 6 to the said Act.
- 3 (04.08.2017) The Transfer dated 10 July 2017 referred to in the Charges Register contains a provision as to boundary structures and a provision relating to the creation and/or passing of easements.

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 (04.08.2017) PROPRIETOR: LINDA PATRICIA LYONS, MICHELLE JANE MITCHELL and IAN SCOTT MITCHELL of 12 Fir Tree Walk, Dagenham RM10 7AP.
- 2 (04.08.2017) The price stated to have been paid on 10 July 2017 was £190,100.
- 3 (04.08.2017) RESTRICTION: No transfer or lease of the registered estate dated before 9 July 2027 by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration unless accompanied by
 - (a) a certificate given by The Mayor and Burgesses of the London Borough of Barking and Dagenham that the transfer or lease complies with the requirements of section 156A of the Housing Act 1985 or that the transfer or lease is an exempted disposal or is not a relevant disposal, or
 - (b) a certificate given by the local housing authority for the area in

B: Proprietorship Register continued

which the property is situated that (i) The Mayor and Burgesses of the London Borough of Barking and Dagenham is no longer in existence and (ii) the transfer or lease complies with the requirements of section 156A of the Housing Act 1985 or is either an exempted disposal or is not a relevant disposal.

C: Charges Register

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

- 1 (13.01.2000) A Conveyance of the land in this title and other land dated 12 February 1945 made between (1) George Arthur Smith (Vendor) and (2) The Mayor Aldermen and Burgesses of The Borough of Dagenham (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (04.08.2017) A Transfer of the land in this title dated 10 July 2017 made between (1) The Mayor And Burgesses Of The London Borough Of Barking And Dagenham and (2) Linda Patricia Lyons, Michelle Jane Mitchell and Ian Scott Mitchell contains restrictive covenants.
NOTE: Copy filed.
- 3 (04.08.2017) REGISTERED CHARGE dated 10 July 2017.
- 4 (04.08.2017) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Registrations, Secured Assets, Barnett Way, Gloucester GL4 3RL.
- 5 (04.08.2017) Charge subsisting until 9 July 2022 having the priority specified in section 156 of the Housing Act 1985 to secure the liability under the covenant to repay discount contained in the Transfer dated 10 July 2017 referred to above.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 12 February 1945 referred to in the Charges Register:-

"THE Corporation as the land hereby conveyed and with the intent to bind all persons in whom the said land shall from time to time be vested hereby covenants with the Vendor to observe and perform the stipulations and conditions contained in the Second Schedule hereto

THE SECOND SCHEDULE above referred to

1. FENCES - As soon as the materials are obtainable to erect and for ever after maintain on the eastern boundary of the land hereby conveyed a close boarded fence between the points marked C to D and E to F and G to H on the plan number two annexed hereto at a height of not less than five feet
2. TRADES PROHIBITED - Private dwellinghouses or buildings for health and public services shall be erected and no trade or business shall be carried on in any such house and particularly the trade of an innkeeper victualler or seller of wines spirits or beer or other intoxicating liquor to be consumed shall not be carried on upon any part of the premises or in any building which may be erected thereon
3. TEMPORARY BUILDINGS - No hut shed caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booth shows swings or roundabouts or hoarding board (except for building purposes) or station for advertising shall be erected made placed or used or be allowed to remain upon any part of the premises provided that where it is necessary in furtherance of government proposals to construct erect and adapt any hut or temporary building for use as a dwellinghouse then the Vendor will raise no objection thereto
4. ACCESS TO ROADS - To provide and construct two roads each Forty feet with a twenty foot carriageway up to the points marked A and B on

Schedule of restrictive covenants continued

the said plan number two to link up with the Vendor's remaining estate and the Vendor shall have free and uninterrupted access to all roads adjoining the remaining estate of the Vendor and to grant an easement of drainage through the sewers and surface water drains to be constructed by the Corporation which said sewers and surface water drains will be constructed at the lowest possible fall the Vendor being allowed to drain into the said sewers up to the maximum capacity only of the said sewers and provided connections therefor at the places or points marked A and B on the said plan number two Provided that it be a condition precedent to the granting of such easement that the Vendor will construct the portion of his sewers in such manner and level as shall be decided by the Corporation

5. EXCAVATION - No gravel sand or earth shall be removed from any part of the land except such as shall be necessary for the purpose of building

6. THE Vendor reserves all rights of light and other rights and easements belonging to the adjoining and neighbouring property of the Vendor to the same extent as if such property belonged to a separate and independent owner

7. THE Vendor reserves the right at any time hereafter to waive the stipulations herein contained."

NOTE: The points A to H referred to above do not affect the land in this title.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:03:03. 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 the HM Land Registry, Telford Office .

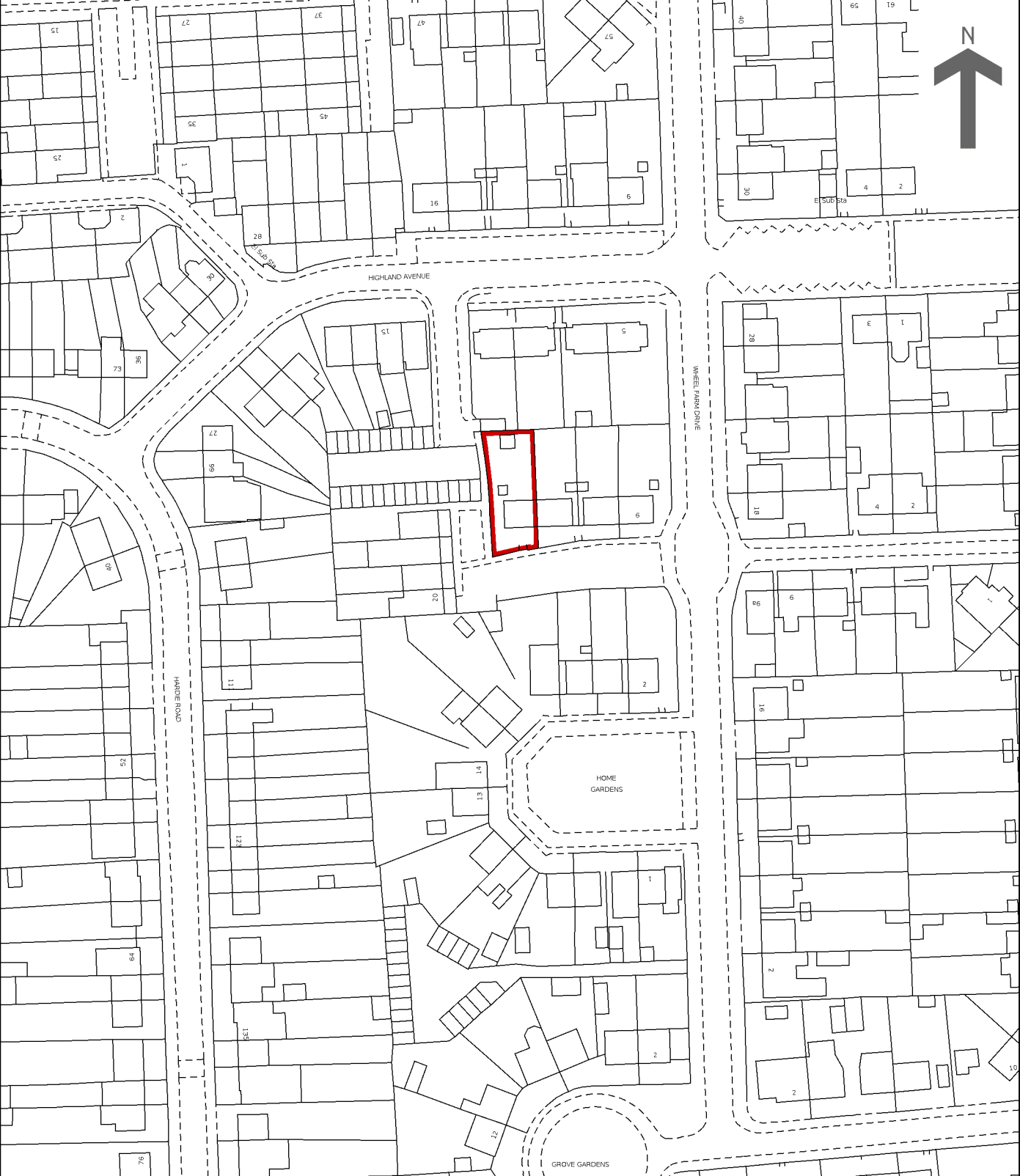
HM Land Registry

Official copy of title plan

Title number **TGL480150**
Ordnance Survey map reference **TQ5086SW**
Scale **1:1250**
Administrative area **Barking and Dagenham**



© Crown copyright and database rights 2017 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.





Official copy of register of title

Title number EGL114723

Edition date 06.01.2015

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:03:36.
- 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 07 Apr 2021.
- 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 (20.05.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 14 Fir Tree Walk, Dagenham(RM10 7AP).
- 2 The Transfer dated 19 April 1982 referred to in the Charges Register was made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 2 of the said Act.
- 3 The Transfer dated 19 April 1982 referred to above contains a provision as to boundary structures.

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 (13.03.1998) PROPRIETOR: EDWIN CHARLES POPPER and DORIS POPPER of 14 Fir Tree Walk, Dagenham, Essex RM10 7AP.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 19 April 1982 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Terence Stanley Moss contains restrictive covenants.

NOTE: Original filed.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

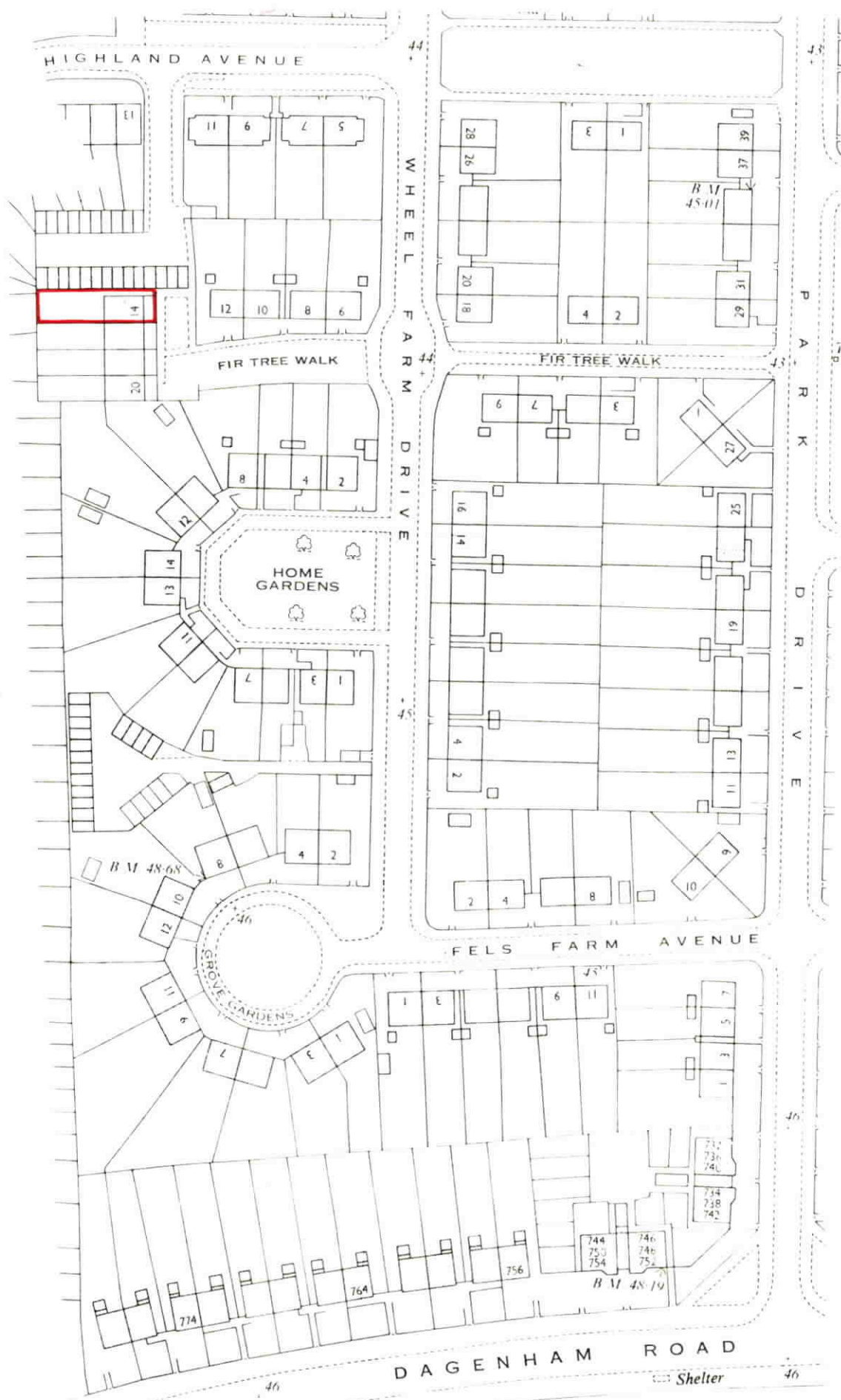
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:03:36. 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 the HM Land Registry, Telford Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		EGL 1 14723	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION	Scale 1/1250
		J	
GREATER LONDON		BOROUGH OF BARKING AND DAGENHAM	
		© Crown copyright	



Properties on Hardie Road



Official copy of register of title

Title number EGL192389

Edition date 16.02.2018

- This official copy shows the entries on the register of title on 07 APR 2021 at 16:09:39.
- 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 07 Apr 2021.
- 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 (13.03.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 101 Hardie Road, Dagenham, (RM10 7BT).
- 2 The Transfer dated 23 February 1987 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the Transfer and the easements and rights specified in Paragraph 2 of Schedule 6 of the said Act.
- 3 The Transfer dated 23 February 1987 referred to above contains a provision as to boundary structures.

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 (22.02.1999) PROPRIETOR: RIAZ INAYAT and SHAGUFTA INAYAT of 101 Hardie Road, Dagenham, Essex RM10 7BT.
- 2 (22.02.1999) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 23 February 1987 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) Robert John Rutter and Sheila Rutter contains restrictive covenants.

NOTE: Original filed.

Title number EGL192389

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 07 April 2021 shows the state of this title plan on 07 April 2021 at 16:09:39. 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 the HM Land Registry, Telford Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		EGL 192389 /	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION	Scale 1/1250
		H	
GREATER LONDON		BOROUGH OF BARKING AND DAGENHAM	
		© Crown copyright	

