HOLLIS

To: Ms S Setufe
Senior Architect & Innovative Sites Programme Manager
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By email only to: selasi.setufe@befirst.london

Our ref: 108611-100/PL/TSS
Date: 13 May 2021

Dear Selasi

Garages Site off Wheel Farm Drive, Dagenham RM10 7AJ (Site 14)
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 off Wheel Farm Drive, Dagenham RM10 7AJ (the "Site"). Our preliminary advice is set out in this report.

Introduction

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

- Esri's site location plan entitled Beam Way RM10 8XR 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.

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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 garage block.



Site plan.

The Site is located to the west of Wheel Farm Drive and generally slopes from south to north.

The Site is roughly triangular in plan and is approximately 725 sq. m in area. It comprises a 3 rows of garages in small terraces along each side with a space between the rows. There are 21 garages in total. The row to the west contains 12 garages, the row to the north contains 4 garages, and the row to the south has 5 garages.

The garages are formed of single skin brickwork with fibre-cement sheet roof coverings. The Site is provided with a bitumen macadam hardstanding, which sits between the rows of garages. There is an unnamed private access road comprising part of the Site. The access road connects Wheel Farm Drive to the garage compound.

The garages are built up to the edges of the Site boundary lines and we assume the Site boundaries run along the external face of the rear elevation of each garage block. The boundaries between the rows are infilled with close-boarded timber fences.

A combination of a chain-link fence and close-boarded timber fence are erected along the sides of the unnamed access road.

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.

There are timber fences along the north and south Site boundaries and accordingly these boundaries are not 'built on' within the meaning of the 1996 Act.

Service of line of junction notices will, therefore, 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:

- 1 Home Gardens, Dagenham RM10 7AL.
- 3 Home Gardens, Dagenham RM10 7AL.
- 5 Home Gardens, Dagenham RM10 7AL.
- 7 Home Gardens, Dagenham RM10 7AL.
- 9 Home Gardens, Dagenham RM10 7AL.
- 11 Home Gardens, Dagenham RM10 7AL.
- 2 Grove Road, Dagenham, RM10 7AL.
- 4 Grove Road, Dagenham, RM10 7AL.
- 6 Grove Road, Dagenham, RM10 7AL.
- 8 Grove Gardens, Dagenham RM10 7AH.
- 10 Grove Gardens, Dagenham RM10 7AH.



9 Home Gardens.



10 Grove Gardens (hipped roof).

2) Party structure works.

Party structure works relate to any adaptions 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 structures within close proximity of the Site boundaries. Accordingly, service of notices may be required upon the following properties if the proposed development is built in very close proximity to this boundary:

- 1 Home Gardens, Dagenham RM10 7AL.
- 9 Home Gardens, Dagenham RM10 7AL.
- 11 Home Gardens, Dagenham RM10 7AL.
- 6 Grove Gardens, Dagenham RM10 7AH.
- 135 Hardie, Dagenham RM10 7BT.



11 Home Gardens.



6 Grove Gardens.

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):

- 1 Home Gardens, Dagenham RM10 7AL,
- 9 Home Gardens, Dagenham RM10 7AL,
- 11 Home Gardens, Dagenham RM10 7AL,
- 6 Grove Gardens, Dagenham RM10 7AH, and
- 135 Hardie, Dagenham RM10 7BT.

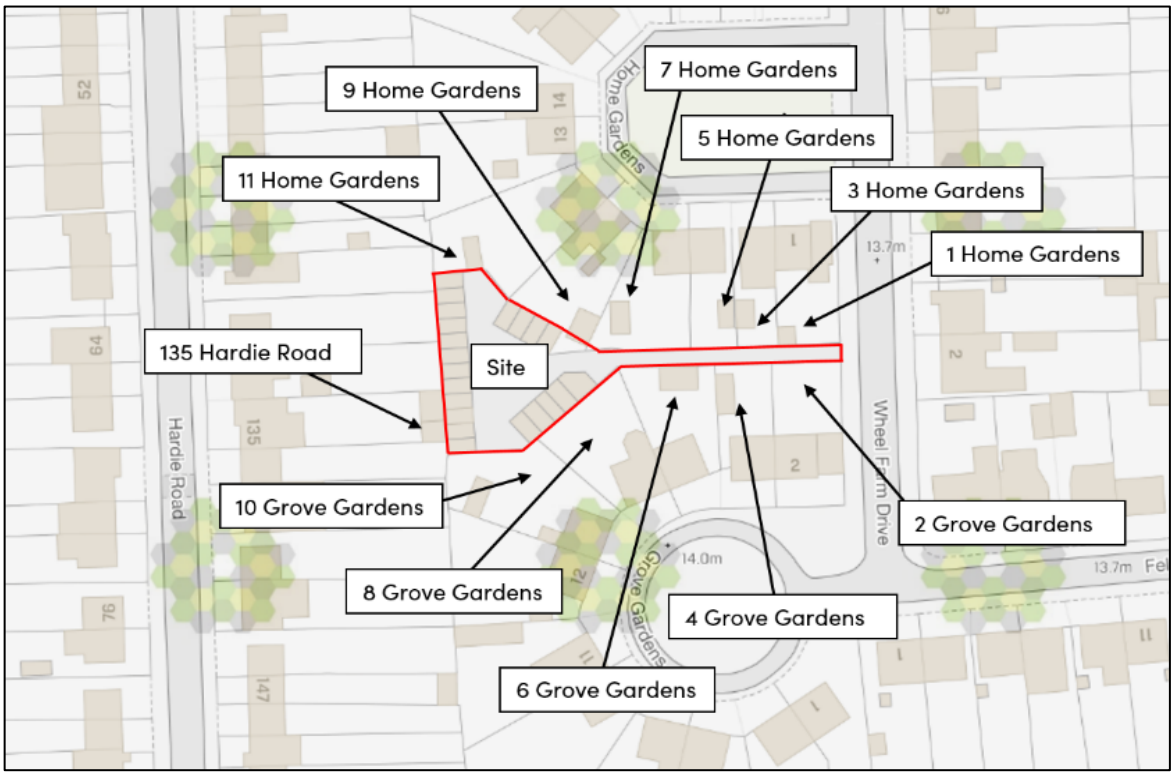
The requirement for service of adjacent excavation notices is subject to confirmation of the depth and position of excavations proposed on the Site and the depth of the foundations of any adjoining buildings or structures within 6 metres of the excavations.

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 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
1 Home Gardens, Dagenham RM10 7AL	1	0
3 Home Gardens, Dagenham RM10 7AL	1	0
7 Home Gardens, Dagenham RM10 7AL	1	0
9 Home Gardens, Dagenham RM10 7AL	1	0
11 Home Gardens, Dagenham RM10 7AL	1	0
6 Grove Road, Dagenham, RM10 7AL	1	0
5,6 and 12 Home Gardens, Dagenham 1,2,4,8 and 9 Grove Gardens, Dagenham (Included in the above freehold title are the following properties: 5 Home Gardens, Dagenham RM10 7AL 2 Grove Gardens, Dagenham RM10 7AH 4 Grove Gardens, Dagenham RM10 7AH 8 Grove Gardens, Dagenham RM10 7AH	1	0
10 Grove Gardens, Dagenham RM10 7AH	1	0
135 Hardie, Dagenham RM10 7BT	1	0
Total	**9**	**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 9 notices will need to be served and 9 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 £20,250 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 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 license, 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 included 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:

- 129 Hardie Road, Dagenham (RM10 7BT).
- 133 Hardie Road, Dagenham (RM10 7BT).
- 137 Hardie Road, Dagenham (RM10 7BT).
- 46, 52 ,62, 66, 68, 72, 76, 80, 109, 115, 121, 123, 127, 131, 147 and 149 Hardie Road, Dagenham – only property known as 131 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 £8,000, 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 £14,000, 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 do let me know if you have any questions or queries.

Yours sincerely



Paul Lovelock
Partner

Encs. Appendix 1 - Title information.

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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 Wheel Farm Drive, Dagenham, London, RM10 7AH.

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Site 14

Garages Site off, Wheel Farm Drive, Dagenham, London, RM10 7AJ

Schedule of Title Information

for

Properties with boundaries adjoining the garages site at Wheel Farm Drive, Dagenham, London, RM10 7AJ.

Postal address of Adjoining Property	Nature of Adjoining Property	Title Number		Name(s) of Owner
		Freehold	Leasehold(s)	
1 Home Gardens, Dagenham (RM10 7AL)	Semi-detached house	EGL113743	None registered	Freehold: Abiodun Omotayo Kukoyi
3 Home Gardens, Dagenham (RM10 7AL)	Semi-detached house	EGL289442	None registered	Freehold: Grace Vera Eusebe and Michael Matthew Lockhart
7 Home Gardens, Dagenham, (RM10 7AL)	Semi-detached house	EGL199964	None registered	Freehold: Grant Dye and Karen Dye
9 Home Gardens, Dagenham (RM10 7AL)	Semi-detached house	EGL168670	None registered	Freehold: Laimis Baranauskas and Zaneta Raiziene
11 Home Gardens, Dagenham (RM10 7AL)	Semi-detached house	EGL214806	None registered	Freehold: Mark Lea Lyon
6 Grove Gardens, Dagenham (RM10 7AH)	Semi-detached house	EGL175288	None registered	Freehold: Peter Woodger
10 Grove Gardens, Dagenham (RM10 7AH)	Semi-detached house	EGL430967	None registered	Freehold: The Mayor and Burgesses of the London Borough of Barking and Dagenham
5,6 and 12 Home Gardens, 1,2,4,8 and 9 Grove Gardens, Dagenham	Various – See note 1 below	EGL400719	None registered	Freehold: The Mayor and Burgesses of the London Borough of Barking and Dagenham
129 Hardie Road, Dagenham (RM10 7BT)	End of terrace house	EGL321654	None registered	Freehold: Juozas Varnele and Simona Varnele

Postal address of Adjoining Property	Nature of Adjoining Property	Title Number		Name(s) of Owner
		Freehold	Leasehold(s)	
133 Hardie Road, Dagenham (RM10 7BT)	Terraced house	EGL113591	None registered	Freehold: Mohammed Sadiqul Islam and Mohammed Fahimul Islam
135 Hardie Road, Dagenham (RM10 7BT)	Terraced house	EGL123617	None registered	Freehold: Alan Edward Crouchman and Dawn Susan Crouchman
137 Hardie Road, Dagenham (RM10 7BT)	Terraced house	EGL168900	None registered	Freehold: Harry Albert Farrow
46,52,62,66,68,72,76, 80,109,115,121,123,127,131,147 and 149 Hardie Road, Dagenham.	Various – See note 2 below	EGL401186	None registered	Freehold: The Mayor and Burgesses of the London Borough of Barking and Dagenham

Note 1:

The Freehold title number EGL400719 includes the land at Wheel Farm Drive, London, RM10 7AJ and also covers a number of other properties surrounding the garages, however, none of the properties in question acquire a leasehold interest.

The following properties fall within the freehold title number EGL400719 and have been identified in the Party Wall Report as needing notice:

- 5 Home Gardens, Dagenham (RM10 7AL)
- 2 Grove Gardens, Dagenham (RM10 7AH)
- 4 Grove Gardens, Dagenham (RM10 7AH)
- 8 Grove Gardens, Dagenham (RM10 7AH)

Note 2:

The Freehold title number EGL401186 includes an end of terrace property known as 131 Hardie Road, Dagenham (RM10 7BT). Although this property has not been identified as needing a Party Wall notice it is located to the rear of the western row of garages and may require an access licence.

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Properties on Home Gardens

Official copy of register of title

Title number EGL113743 | Edition date 06.04.2018

- This official copy shows the entries on the register of title on 06 APR 2021 at 11:31:43.
- 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 06 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 (30.04.1982) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 1 Home Gardens, Dagenham (RM10 7AL).

2 The Transfer dated 29 March 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 29 March 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 (09.10.2002) PROPRIETOR: ABIODUN OMOTAYO KUKOYI of 1 Home Gardens, Dagenham, Essex RM10 7AL.

2 (09.10.2002) The price stated to have been paid on 30 April 2002 was £135,000.

3 (09.10.2002) 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.

4 (27.04.2005) 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 19 April 2005 in favour of Barclays Bank 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 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 29 March 1982 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Michael Charles Merryman contains restrictive covenants.

NOTE: Original filed.

3 By a Deed dated 3 January 1984 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Michael Charles Merryman the covenants contained in Clause 2 of the Transfer dated 29 March 1982 referred to above were expressed to be released and fresh covenants substituted therefor.

NOTE: Original filed.

4 (27.04.2005) REGISTERED CHARGE dated 19 April 2005.

5 (06.04.2018) Proprietor: BARCLAYS BANK UK PLC (Co. Regn. No. 9740322) of Meridian House, Anchor Boulevard, Crossways Business Park, Dartford DA2 6QU, trading as The Woolwich.

6 (27.04.2005) The proprietor of the Charge dated 19 April 2005 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.

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 stiplulations 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 inn keeper victualer 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 chattle 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 adapted any but 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 wil 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 predecent 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 ay part of the land except such as shall be necessary for the purpose of building.

6. THE Vendor reserves all rights of light and othe 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 in clause 1 above and is not affected by points C,D,E,F,G and H. The points A and B referred to in clause 4 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.

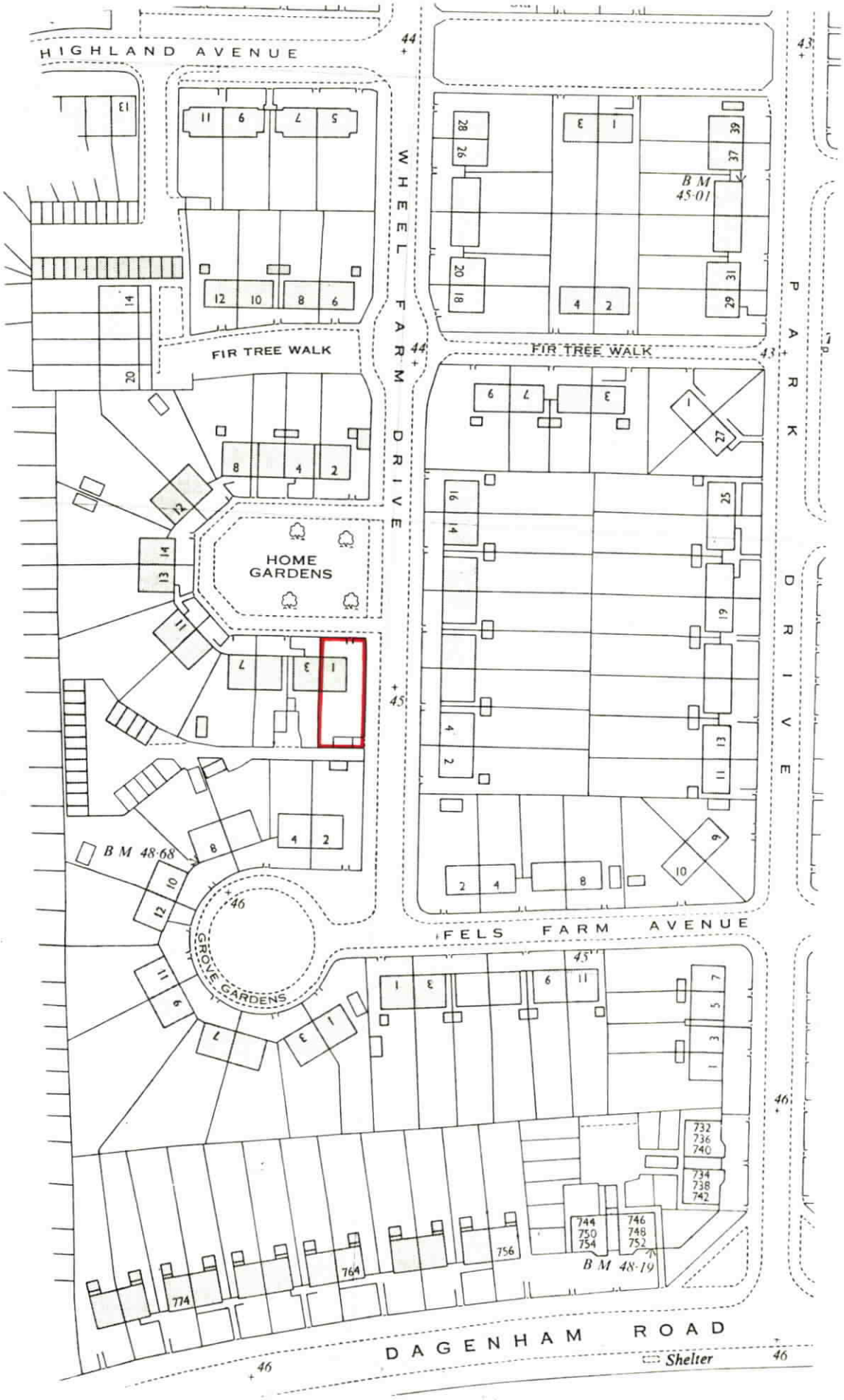
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

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H.M. LAND REGISTRY

		TITLE NUMBER	
		EGL113743	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION J	Scale 1/1250
GREATER LONDON	BOROUGH OF BARKING AND DAGENHAM		© Crown copyright



FILED PLAN H.M. LAND REGISTRY 6/82

This official copy is incomplete without the preceding notes page.

Official copy of register of title

Title number EGL289442 | Edition date 15.05.2017

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- Issued on 06 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 (01.10.1991) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 3 Home Gardens, Dagenham (RM10 7AL).

2 (01.10.1991) The Transfer dated 16 September 1991 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 (01.10.1991) The Transfer dated 16 September 1991 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 (12.01.2006) PROPRIETOR: GRACE VERA EUSEBE and MICHAEL MATTHEW LOCKHART of 3 Home Gardens, Dagenham, Essex RM10 7AL.

2 (30.05.2008) 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 21 May 2008 in favour of Kensington Mortgage Company Limited referred to in the Charges Register.

C: Charges Register

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

1 (01.10.1991) 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

C: Charges Register continued

schedule of restrictive covenants hereto.

2 (01.10.1991) A Transfer of the land in this title dated 16 September 1991 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Vera Doris Lyes and Ian Lyes contains restrictive covenants.

NOTE 1: Where relevant, the provisions contained in the earlier documents or registers referred to in the above deed are set out in the registers of this title

NOTE 2: Original filed.

3 (30.05.2008) REGISTERED CHARGE dated 21 May 2008.

4 (09.06.2016) Proprietor: KENSINGTON MORTGAGE COMPANY LIMITED (Co. Regn. No. 3049877) of Ascot House, Maidenhead Office Park, Maidenhead SL6 3QQ.

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 booths 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

.....

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 proprety 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 boundaries referred to in clause 1 above do not affect the land in this title.

End of register

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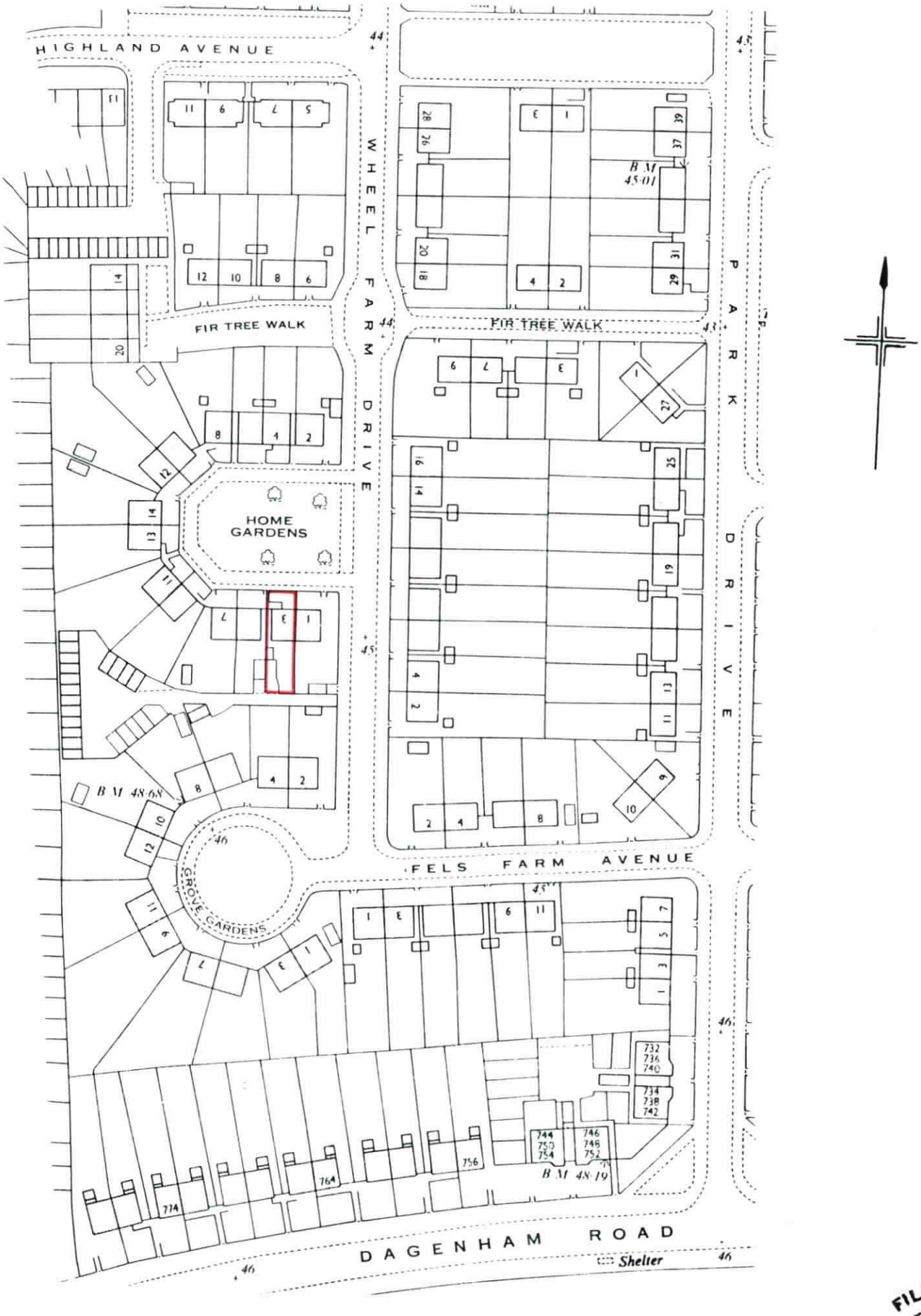
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H.M. LAND REGISTRY

TITLE NUMBER			
EGL 289442			
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION J	Scale 1/1250
GREATER LONDON	BOROUGH OF BARKING AND DAGENHAM		© Crown copyright



FILED PLAN
H.M.L.R.D
10/91
REGISTRY

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Official copy of register of title

Title number EGL199964 | Edition date 11.05.2018

- This official copy shows the entries on the register of title on 06 APR 2021 at 11:30:47.
- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 06 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 (29.07.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 7 Home Gardens, Dagenham, (RM10 7AL).

2 The Transfer dated 27 July 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 said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.

3 The Transfer dated 27 July 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 (21.07.2008) PROPRIETOR: GRANT DYE and KAREN DYE of 7 Home Gardens, Dagenham, Essex RM10 7AL.

2 (21.07.2008) 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.

3 (21.07.2008) 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 17 July 2008 in favour of Topaz Finance Limited referred to in the Charges Register.

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 (29.07.1987) A Transfer of the land in this title dated 27 July 1987 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) May Hannah Thorpe contains restrictive covenants.

NOTE: Original filed.

3 (21.07.2008) REGISTERED CHARGE dated 17 July 2008.

4 (11.05.2018) Proprietor: TOPAZ FINANCE LIMITED (Co. Regn. No. 5946900) of Gateway House, Gargrave Road, Skipton, North Yorkshire BD23 2HL, trading as Melanite Mortgages.

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 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 place 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 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 place 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

Schedule of restrictive covenants continued

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: No copy of the conveyance plan was supplied on first registration.

End of register

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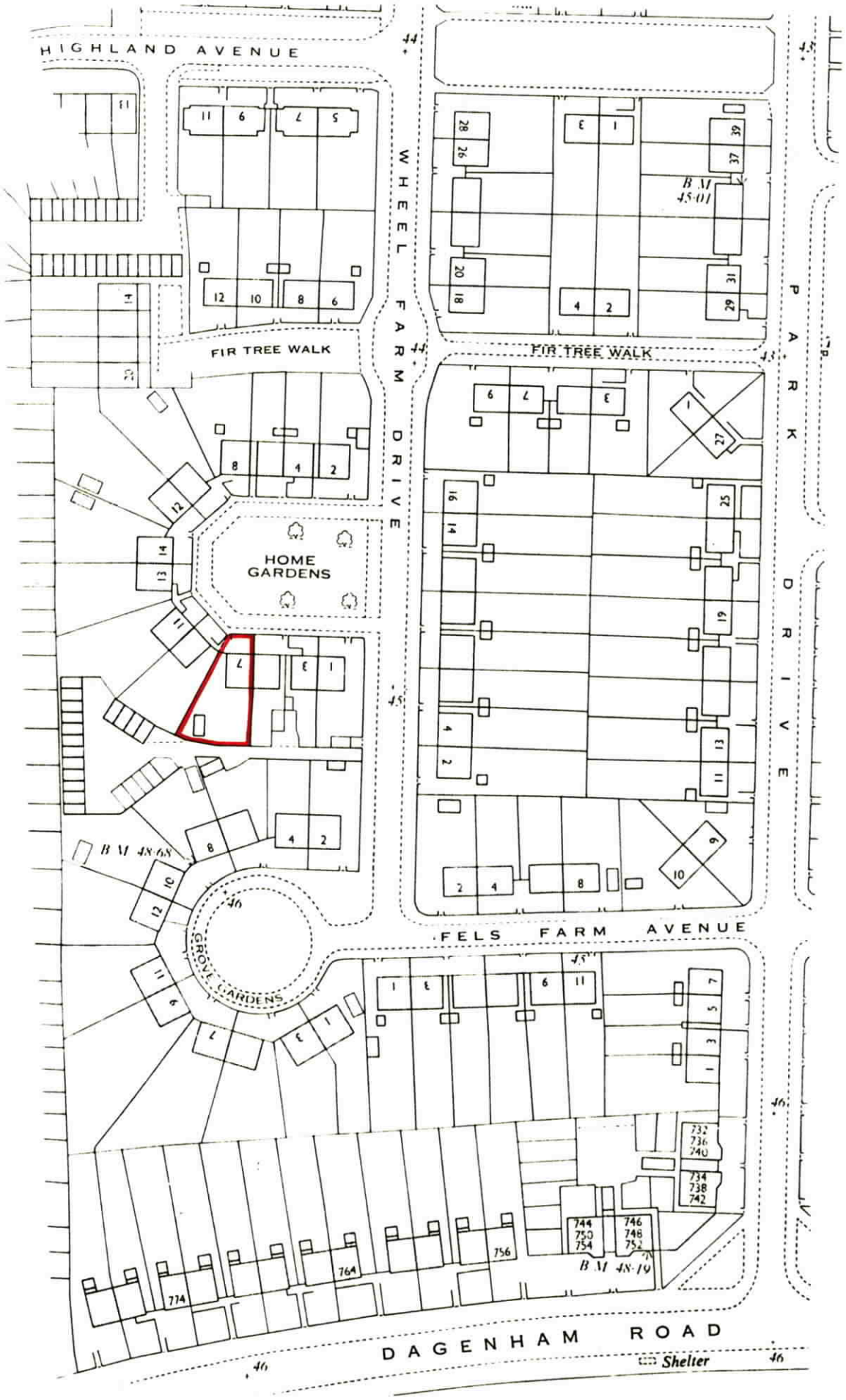
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H.M. LAND REGISTRY

TITLE NUMBER		
EGL199964		
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION J / Scale 1/1250
GREATER LONDON	BOROUGH OF BARKING AND DAGENHAM	© Crown copyright



FILED PLAN
H.M. LAND
REGISTRY
11/87

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Official copy of register of title

Title number EGL168670 | Edition date 12.12.2017

- This official copy shows the entries on the register of title on 06 APR 2021 at 11:28:04.
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- 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 (09.01.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 9 Home Gardens, Dagenham (RM10 7AL).

2 The Transfer dated 5 August 1985 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 5 August 1985 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 (29.01.2014) PROPRIETOR: LAIMIS BARANAUSKAS and ZANETA RAIZIENE of 9 Home Gardens, Dagenham RM10 7AL.

2 (29.01.2014) The price stated to have been paid on 20 January 2014 was £205,000.

3 (05.01.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 December 2015 in favour of National Westminster Bank PLC referred to in the Charges Register.

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 5 August 1985 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Alice Emma Gomm and George Benjamin Gomm contains restrictive covenants.

NOTE: Original filed.

3 (05.01.2016) REGISTERED CHARGE dated 7 December 2015.

4 (05.01.2016) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.

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 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 place 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 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 place 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

Schedule of restrictive covenants continued

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. The points A-B referred to do not affect the land in this title.

End of register

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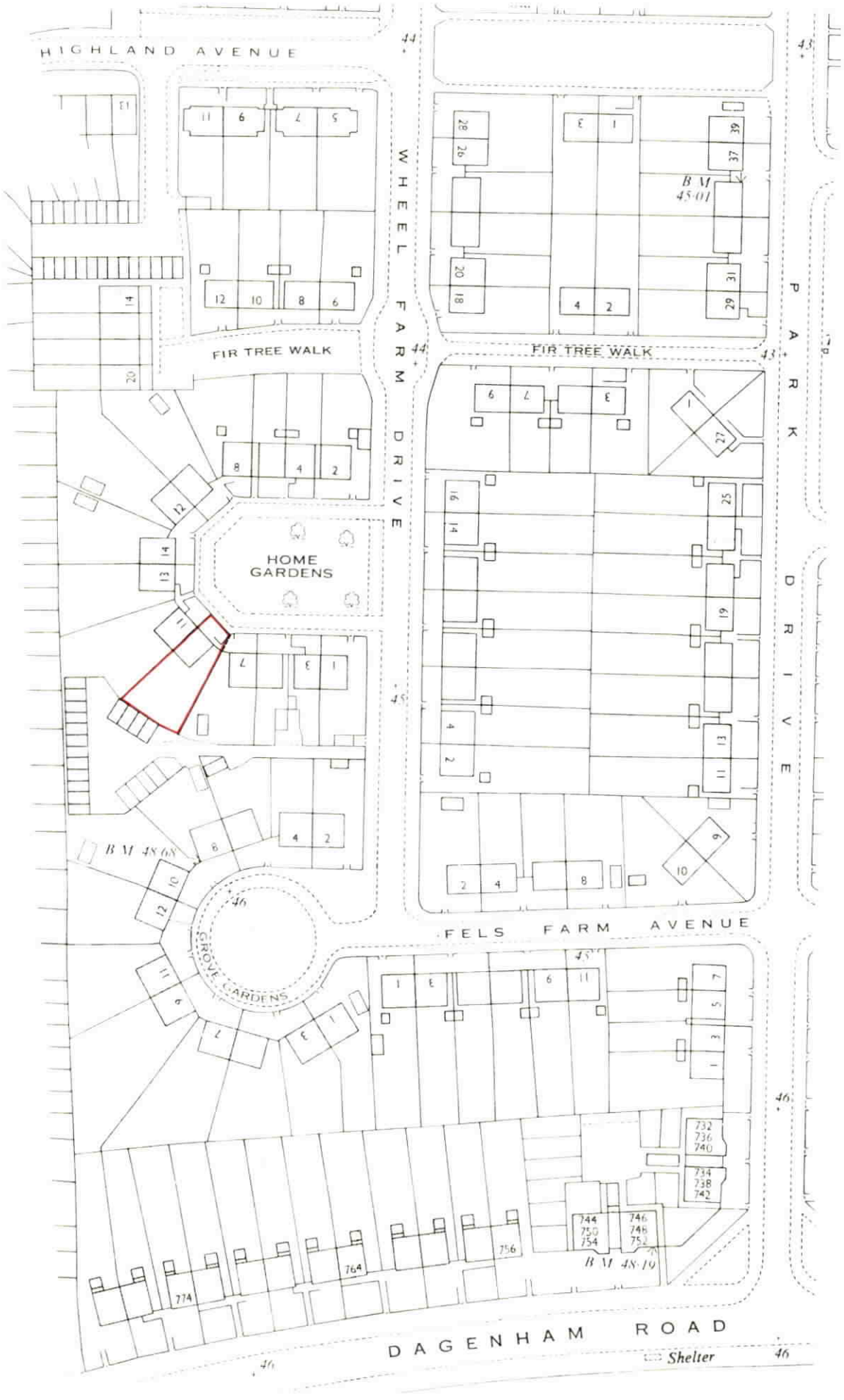
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H.M. LAND REGISTRY

TITLE NUMBER	
EGL 168670	

ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION J	Scale 1/1250
GREATER LONDON	BOROUGH OF BARKING AND DAGENHAM		© Crown copyright



FILED PLAN
H. M. LAND
REGISTRY
2/86

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Official copy of register of title

Title number EGL214806 | Edition date 17.01.2008

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- Issued on 06 Apr 2021.
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- 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 (30.03.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 11 Home Gardens, Dagenham (RM10 7AL).

2 The Transfer dated 21 March 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 21 March 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 (07.12.2005) PROPRIETOR: MARK LEA LYON of 11 Home Gardens, Dagenham, Essex RM10 7AL.

2 (17.01.2008) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 9 January 2008 in favour of Accord Mortgages Limited referred to in the Charges Register.

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)

C: Charges Register continued

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 21 March 1988 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Norman George Dewerson and Antionette Dewerson contains restrictive covenants.

NOTE: Original filed.

3 (17.01.2008) REGISTERED CHARGE dated 9 January 2008.

4 (17.01.2008) Proprietor: ACCORD MORTGAGES LIMITED (Co. Regn. No. 2139881) of 1 Filey Street, Bradford, W Yorkshire BD1 5AT.

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 condiitons 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 G in 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 shal 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 the said plan number two to link up with the Vendor's remaining estate and the Vendor shall have free and uninterrupted access to allow roads adjoining the remaining estate of the Vendor and to grant an easement of drainage through the 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 the sewers in such manner and level as shall be decided by the Corporation.

5. EXCAVATIONS - 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

Schedule of restrictive covenants continued

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 land in this title is not affect by the points A, B, C, D, E, F, G and H shown on the plan supplied.

End of register

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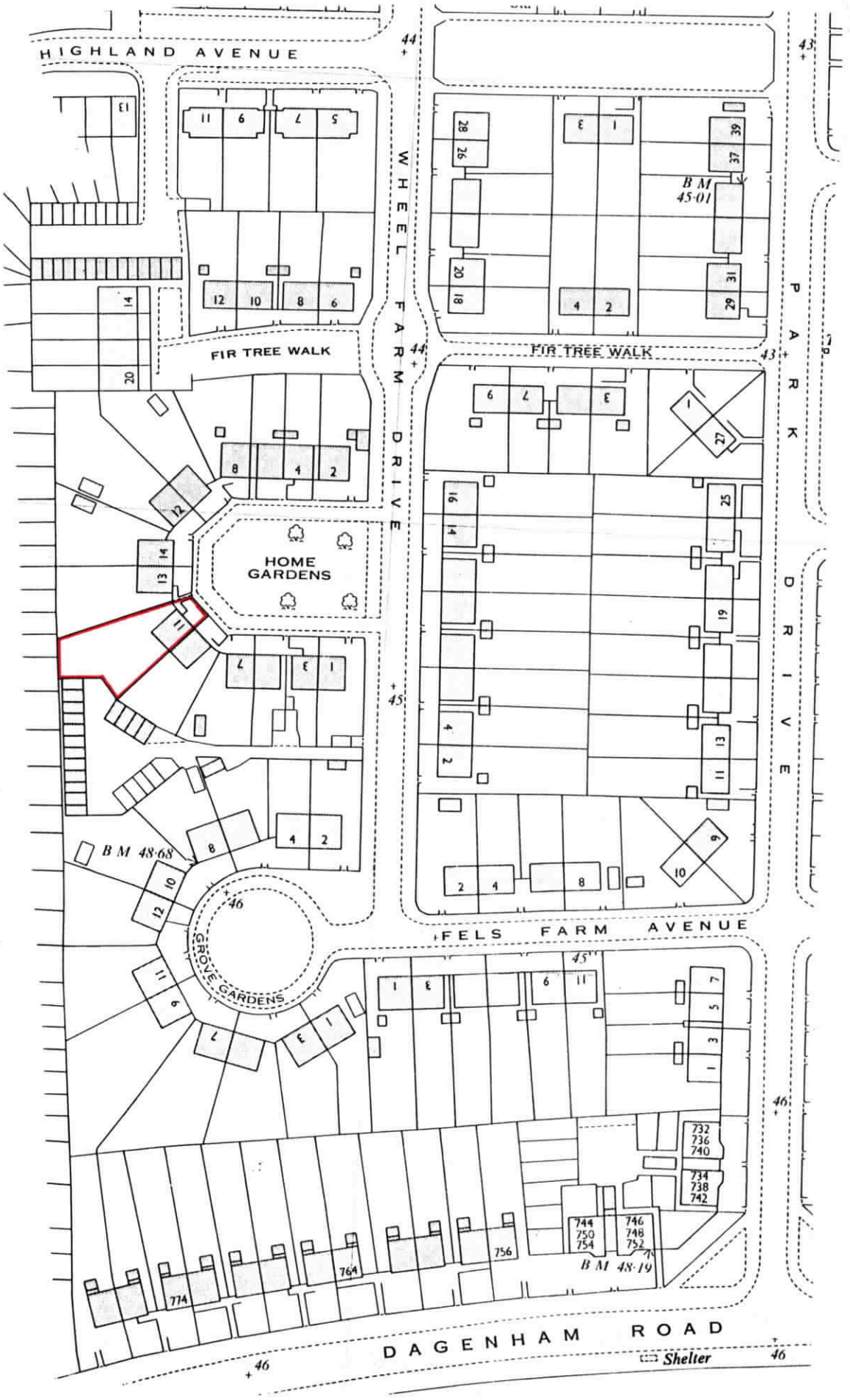
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H.M. LAND REGISTRY

TITLE NUMBER		
EGL214806		
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION J / Scale 1/1250
GREATER LONDON	BOROUGH OF BARKING AND DAGENHAM	© Crown copyright



FILED PLAN
H.M. LAND
REGISTRY
7/88

This official copy is incomplete without the preceding notes page.

Official copy of register of title

Title number EGL400719 | Edition date 19.04.2018

- This official copy shows the entries on the register of title on 06 APR 2021 at 11:33:39.
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- Issued on 06 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 5,6 and 12 Home Gardens, 1,2,4,8 and 9 Grove Gardens, Dagenham.

NOTE: As to the part numbered 1 on the filed plan the Ground Floor Passageway is excluded from the title.

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 (19.04.2018) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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.

C: Charges Register

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

1 (17.01.2000) A Conveyance of the land edged yellow on the filed plan 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 (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.

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 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."

Schedule of restrictive covenants continued

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

End of register

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HM Land Registry
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Title number **EGL400719**
Ordnance Survey map reference **TQ5086SW**
Scale **1:1250**
Administrative area **Barking and Dagenham**

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The land tinted green is not included in this title.



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HOLLIS

Properties on Grove Gardens

Official copy of register of title

Title number EGL175288 | Edition date 23.02.2012

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A: Property Register

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

BARKING AND DAGENHAM

1 (14.05.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Grove Gardens, Dagenham.

2 The Transfer dated 10 February 1986 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 10 February 1986 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 (06.09.1990) PROPRIETOR: PETER WOODGER of 6 Grove Gardens, Dagenham, Essex.

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 Alderman 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 10 February 1986 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) Mary Woodger and Frank Christopher Woodger contains restrictive covenants.

C: Charges Register continued

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 ROADS - 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 points marked C-D E-F and G-H referred to in paragraph 1 above, and the points marked A and B referred to in paragraph 4 above, do not affect the land in this title.

End of register

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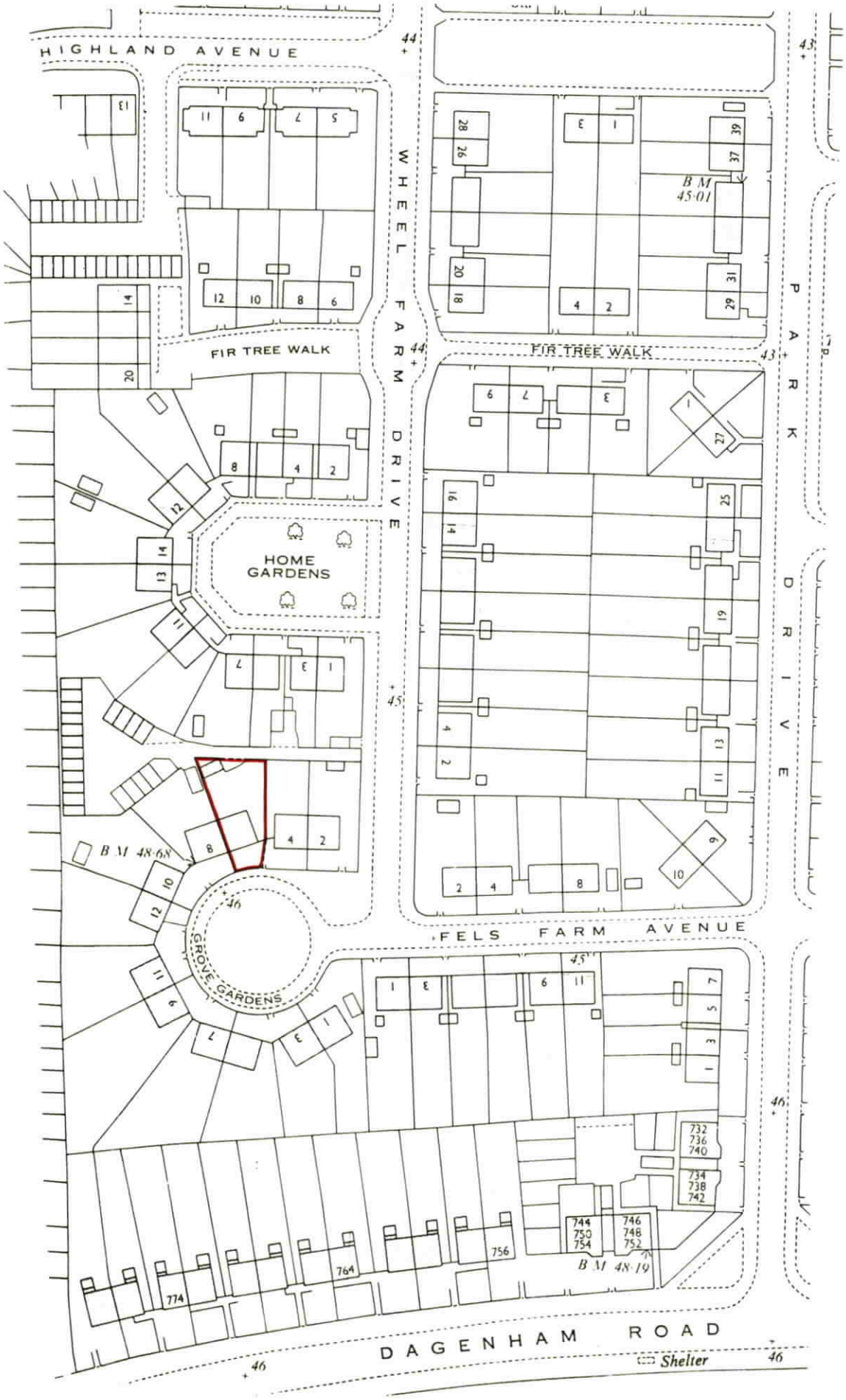
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H.M. LAND REGISTRY

TITLE NUMBER		
EGL 175288		
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION J / Scale 1/1250
GREATER LONDON	BOROUGH OF BARKING AND DAGENHAM	© Crown copyright



FILED PLAN
H.M. LAND
6/86
REGISTRY

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Official copy of register of title

Title number EGL430967 | Edition date 12.06.2018

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- 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 10 Grove Gardens, Dagenham (RM10 7AH).

2 (20.11.2001) The Transfer dated 5 November 2001 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 (20.11.2001) The Transfer dated 5 November 2001 referred to above contains a provision as to boundary structures and a provision excluding the operation of Rule 251 of the Land Registration Rules 1925 as therein mentioned.

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 (12.06.2018) PROPRIETOR: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM of Town Hall, 1 Town Square, Barking IG11 7LU and of DX157220, Barking 7.

2 (12.06.2018) The price stated to have been paid on 6 June 2018 was £400,000.

C: Charges Register

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

1 (17.01.2000) 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

C: Charges Register continued

schedule of restrictive covenants hereto.

2 (20.11.2001) A Transfer of the land in this title dated 5 November 2001 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) Sarah Angela Driscoll contains restrictive covenants.

NOTE 1: Where relevant, the provisions contained in the earlier documents or registers referred to in the above deed are set out in the registers of this title

NOTE 2: 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 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 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

Schedule of restrictive covenants continued

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

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TITLE NUMBER

EGL430967

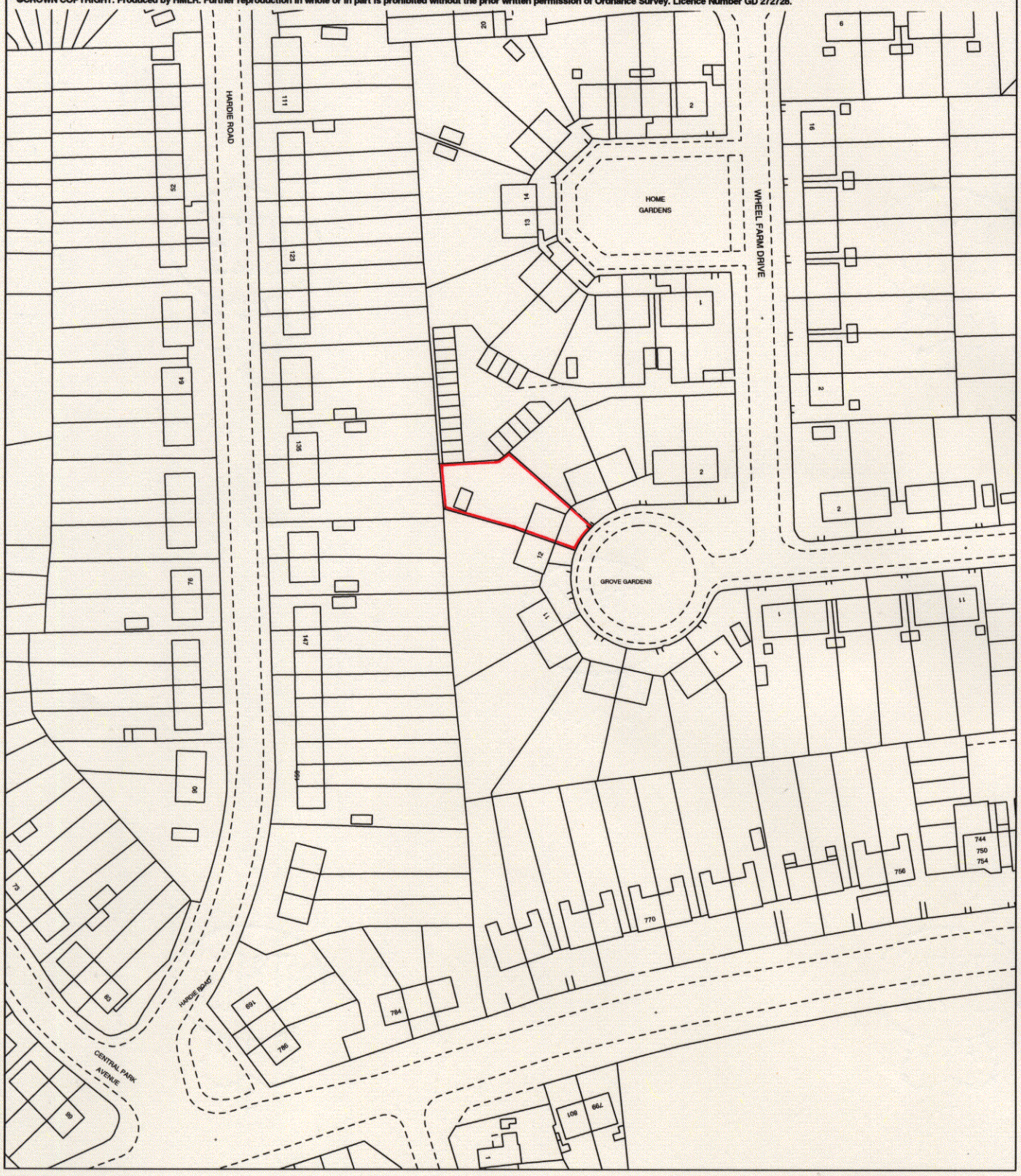
BARKING AND DAGENHAM

N

ORDNANCE SURVEY MAP REFERENCE: TQ5086SW

SCALE 1:1250

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H.M. LAND REGISTRY
12/2001

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Properties on Hardie Road

Official copy of register of title

Title number EGL321654 | Edition date 01.11.2019

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- 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 (13.04.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 129 Hardie Road, Dagenham (RM10 7BT).

2 (13.04.1994) The Transfer dated 4 April 1994 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 (13.04.1994) The Transfer dated 4 April 1994 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 (02.05.2017) PROPRIETOR: JUOZAS VARNELE and SIMONA VARNELE of 129 Hardie Road, Dagenham RM10 7BT.

2 (02.05.2017) The price stated to have been paid on 7 April 2017 was £285,000.

3 (02.05.2017) 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.

4 (02.05.2017) RESTRICTION: No disposition of the registered estate (other than a charge) 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 7 April 2017 in favour of Clydesdale Bank PLC referred to in the Charges Register.

C: Charges Register

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

1 (13.04.1994) A Transfer of the land in this title dated 4 April 1994 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Ronald James Gurden and Sylvia Gertrude Gurden contains restrictive covenants.

NOTE: Original filed.

2 (02.05.2017) REGISTERED CHARGE dated 7 April 2017.

3 (01.11.2019) Proprietor: CLYDESDALE BANK PLC (Scot. Co. Regn. No. SC001111) of Jubilee House, Gosforth, Newcastle Upon Tyne NE3 4PL and of DX 60350 Gosforth 2, trading as Virgin Money.

End of register

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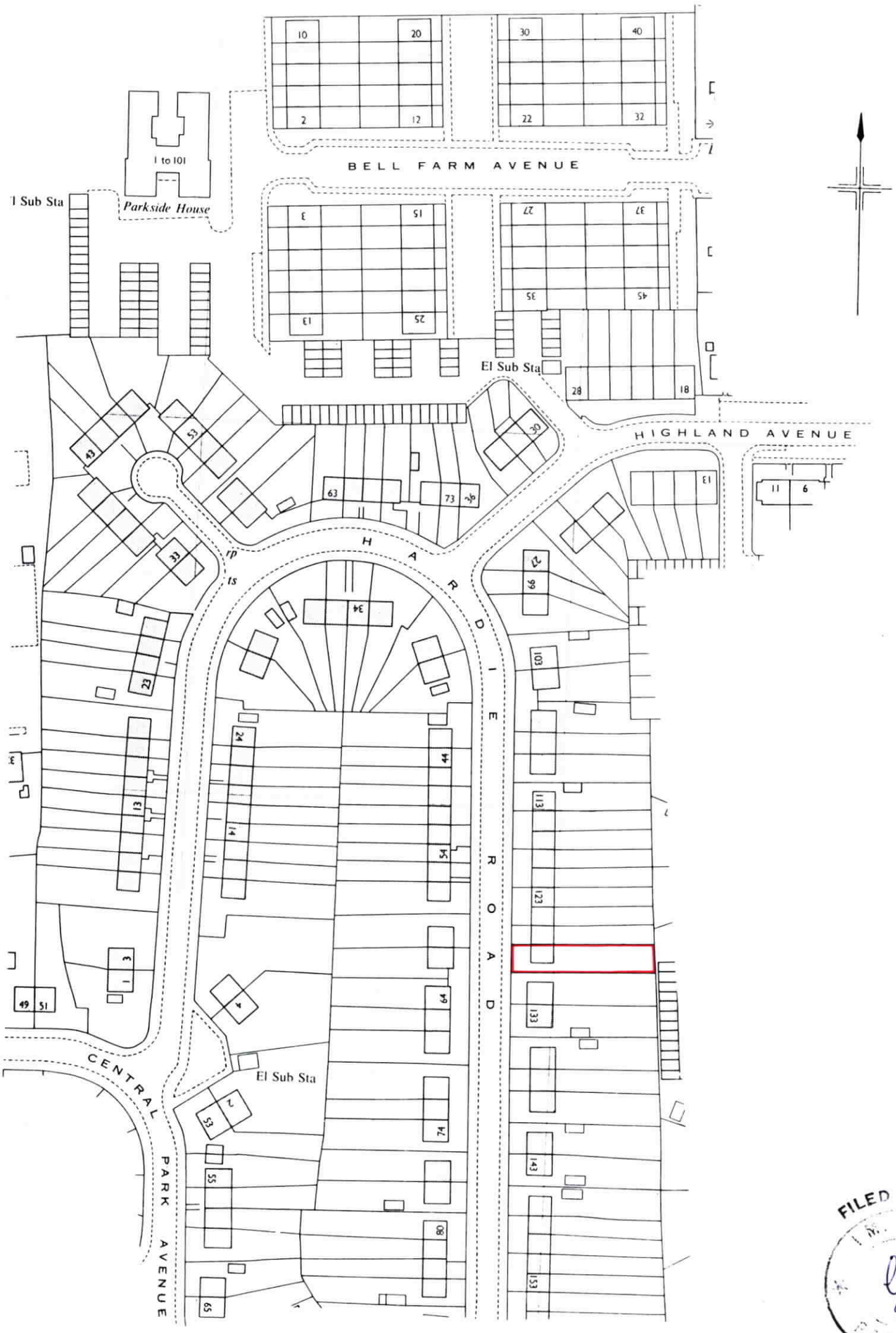
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H.M. LAND REGISTRY

TITLE NUMBER			
EGL321654			
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION H	Scale 1/1250
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Title number EGL113591 | Edition date 28.11.2019

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A: Property Register

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

BARKING AND DAGENHAM

1 (28.04.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 133 Hardie Road, Dagenham (RM10 7BT).

2 The Transfer dated 5 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 5 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 (28.11.2019) PROPRIETOR: MOHAMMED SADIQUL ISLAM and MOHAMMED FAHIMUL ISLAM of 133 Hardie Road, Dagenham RM10 7BT.

2 (28.11.2019) The price stated to have been paid on 22 November 2019 was £340,000.

3 (28.11.2019) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

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 5 April 1982 made between (1) The Mayor and Burgesses of the London Borough of Barking and

C: Charges Register continued

Dagenham and (2) Terrence Patrick Pooley contains restrictive covenants.

NOTE: Copy filed.

2 (28.11.2019) REGISTERED CHARGE dated 22 November 2019.

3 (28.11.2019) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon L SN38 1NW.

End of register

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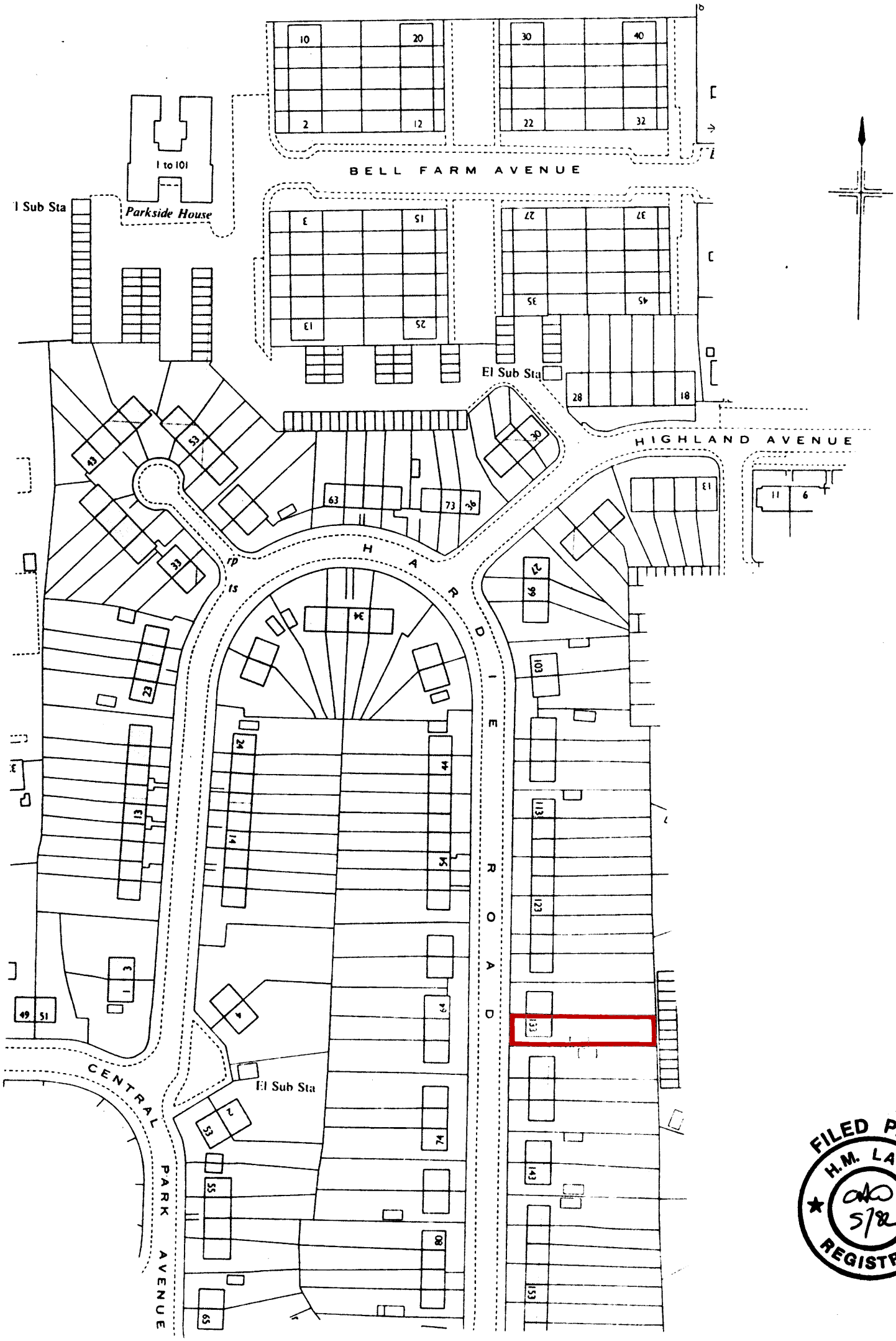
H.M. LAND REGISTRY

TITLE NUMBER	
EGL 113591	

ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION	Scale
		H	1/1250

GREATER LONDON — BOROUGH OF BARKING AND DAGENHAM

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5/82
REGISTRY

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- 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 (04.11.1982) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 135 Hardie Road, Dagenham (RM10 7BT).

2 The Transfer dated 18 October 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 18 October 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 (26.05.2005) PROPRIETOR: ALAN EDWARD CROUCHMAN and DAWN SUSAN CROUCHMAN of 82 Malyons Place, Basildon SS13 1PS.

2 (26.05.2005) The price stated to have been paid on 16 May 2005 was £114,666.

3 (19.09.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 19 August 2013 in favour of National Westminster Bank PLC referred to in the Charges Register.

4 (23.04.2019) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

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 18 October 1982 made between (1) The Mayor and Burgesses of the London Borough of Barking and Dagenham and (2) Edward George Crouchman and Vera Lilian Crouchman contains restrictive covenants.

NOTE: Original filed.

2 (19.09.2013) REGISTERED CHARGE dated 19 August 2013.

3 (19.09.2013) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.

End of register

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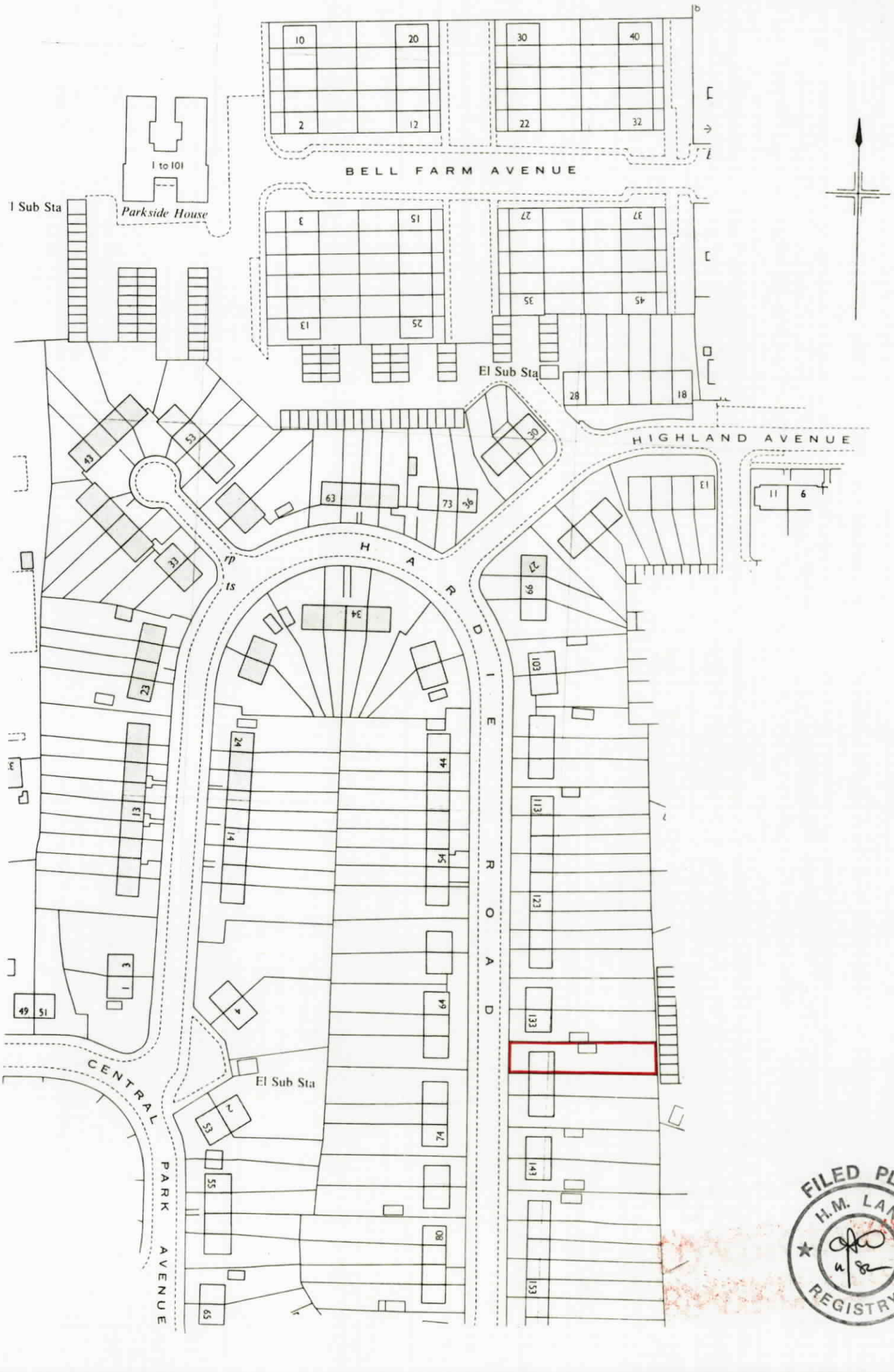
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H.M. LAND REGISTRY

		TITLE NUMBER	
		EGL 123617	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION H	Scale 1/1250
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Official copy of register of title

Title number EGL168900 | Edition date 30.08.2017

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- 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 (14.01.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 137 Hardie Road, Dagenham (RM10 7BT).

2 The Transfer dated 13 January 1986 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 13 January 1986 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 (14.01.1986) PROPRIETOR: HARRY ALBERT FARROW of 137 Hardie Road, Dagenham, Essex, RM10 7BT.

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 13 January 1986 made between (1) The Mayor and Burgesses of The London Borough of Barking and Dagenham and (2) Harry Albert Farrow and Margaret Josephine Farrow contains restrictive covenants.

NOTE: Original filed.

End of register

These are the notes referred to on the following official copy

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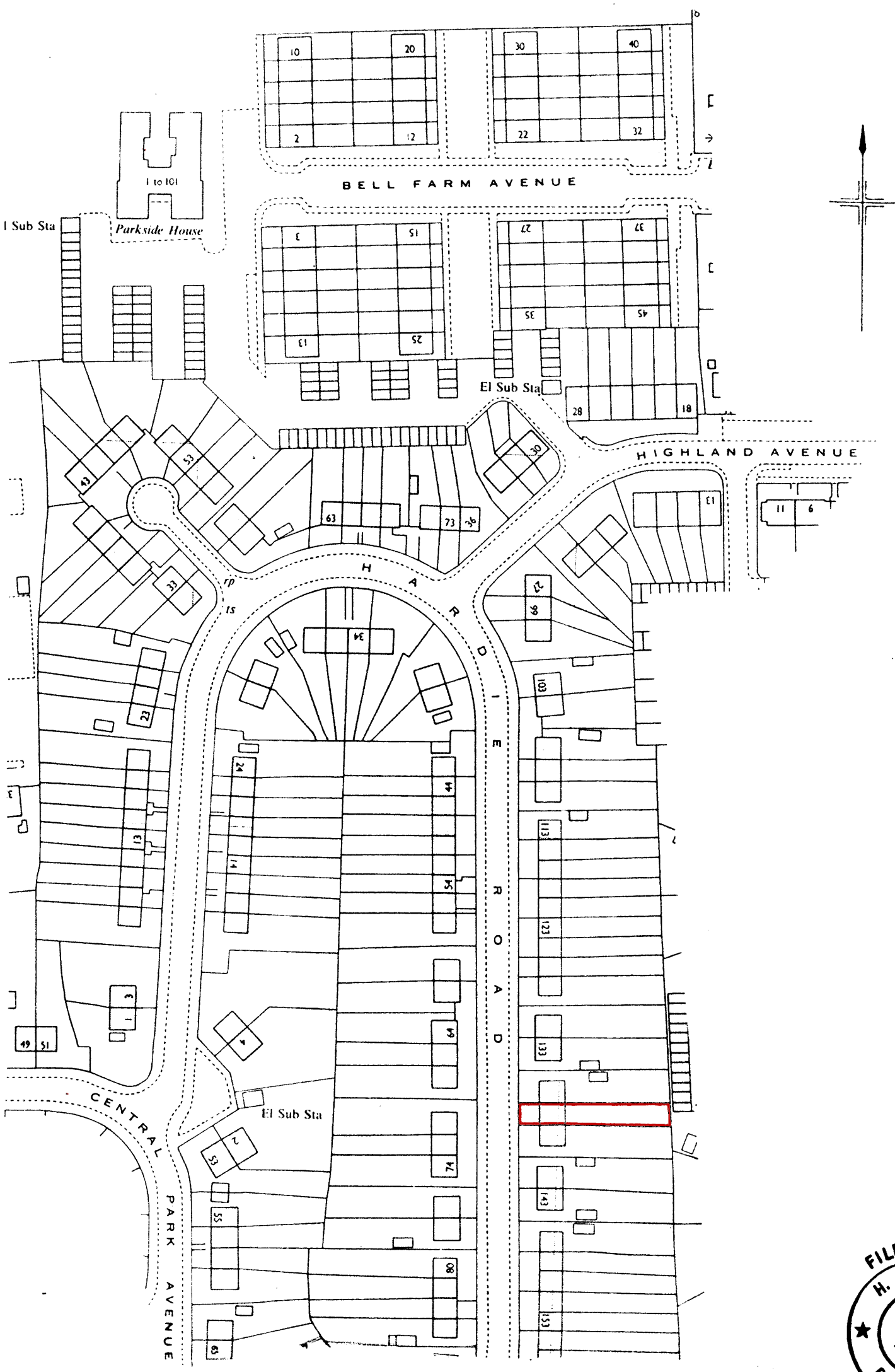
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H.M. LAND REGISTRY

TITLE NUMBER	
EGL 168900	

ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION H	Scale 1/1250
GREATER LONDON	BOROUGH OF BARKING AND DAGENHAM		© Crown copyright



FILED PLAN
H. M. LAND
SNT
2/86
REGISTRY

This official copy is incomplete without the preceding notes page.

Official copy of register of title

Title number EGL401186 | Edition date 15.09.2006

- This official copy shows the entries on the register of title on 06 APR 2021 at 11:24:55.
- 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 06 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 (24.01.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 46,52,62,66,68,72,76, 80,109,115,121,123,127,131,147 and 149 Hardie Road, Dagenham.

2 (24.01.2000) 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.

3 (24.01.2000) 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.

4 (14.07.2000) 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.

5 (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 the land edged and numbered EGL411996 in green on the filed plan 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 (Transfereee):-

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

GENERAL RIGHTS GRANTED

1. The full right of subjacent and lateral support from the Retained

A: Property Register continued

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 Transfeor 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 severence 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 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

A: Property Register continued

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 Perpuitity 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 affect the use and enjoyment of the Retained Land

5. The right to the unimpeded access and enjoyment of light and air to

A: Property Register continued

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 depature 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 EGL411996 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.

6 (15.02.2002) The land has the benefit of the rights reserved by but is subject to the rights granted by a transfer of the land edged and numbered EGL434998 in green on the filed plan and other land dated 15 January 2002 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 (24.01.2000) 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.

3 (15.02.2002) The Transfer dated 15 January 2002 referred to in the property register contains Vendors personal covenants which are identical to those contained in the Transfer dated 22 August 2000

B: Proprietorship Register continued

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 succsessors in title hereby covenant with the Transferee and it's 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 (24.01.2000) 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.

2 (15.09.2006) The parts of the land affected thereby are subject to the rights granted by a Lease of an electricity sub station dated 7 July 1961 for a term of 60 years from 7 July 1961 made between (1) The Mayor Aldermen and Burgesses of the Borough of Dagenham (2) The Eastern Electricity Board.

NOTE: Copy lease filed under EGL510268.

End of register

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H.M. LAND REGISTRY

		TITLE NUMBER	
		EGL401186	
ORDNANCE SURVEY PLAN REFERENCE	TQ 5086	SECTION H	Scale 1/1250
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H.M. LAND REGISTRY
1/2500

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