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SMALL BUILDERS

BEECHWOOD AVENUE

LEGAL INFORMATION

LAND AT BEECHWOOD AVENUE, FINCHLEY, N3 3BB

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Report on Title and Annexures

Searches

Official Copies (Register and Title Plan)

CPSE Replies

Report on title on land at Beechwood Avenue, London, N3 3BB

1. INTERPRETATION

The following terms are used in this report:

Benefits: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property (except for those reserved in any Letting Documents).

Incumbrances: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject (except for those reserved in any Letting Documents).

Letting Document: the licence to which the Property is subject.

LTA 1954: Landlord and Tenant Act 1954.

Property: The property described in *Paragraph 4* of this report.

Owner: Transport for London of Windsor House 42 – 50 Victoria Street, London SW1H 0TL.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

2. SCOPE OF THE REVIEW AND LIMITATION OF LIABILITY

2.1

This report has been prepared for the sole benefit of you, Transport for London, in connection with your proposed development and/or disposal of the Property and for no other purpose.

2.2

This report is addressed to the Owner for its exclusive use. It must not be relied on by or made available to any other party without our written consent.

2.3

The report is based on our review of the title documents, search results and replies to pre-contract enquiries you have provided.

2.4

Where the provisions of the Letting Document is summarised, the wording of the provisions has been shortened. Provisions that are likely to be less important when assessing their effect on the value of the Property have been omitted. This report should not be used as a substitute for reading the actual Letting Document.

2.5

We have not inspected the Property and are unable to advise on the physical condition of the Property.

2.6

We have made no enquiries of the actual occupiers of the Property and have not taken any steps to verify independently the information supplied by you in replies to enquiries.

2.7

We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Property. We recommend that you have the Property professionally valued. You should ensure that the valuer is aware of the matters mentioned in this report, as they may affect the value.

2.8 At the date of this report, the matters listed in *Schedule 3* are outstanding. We will keep you informed as and when these matters are resolved.

3. EXECUTIVE SUMMARY

This is a summary of the major issues that we think should be brought to your attention:

3.1

There are a large number of extensive restrictive covenants relating to various parts of the Property. These are summarised at Paragraph 6 of this report and include restrictions relating to development of the land. We would anticipate that defective title insurance would be available in respect of this risk. Such insurance cover is unlikely to extend to the effect of the entries in the local land charges register (see 3.2 below).

3.2

The land charges search result shows various entries in the land charges miscellaneous charges register dated 3 March 1927 affecting numbers 2 and 4 Edge Hill and 68 and 70 Beechwood Avenue which relate to observation of building lines and grants of easement relating to the Property (please refer to paragraph 7.2 below). These appear to correspond to the restrictions relating to building and the location of such buildings referred to at Paragraph 6 of this report.

3.3

The Chancel search discloses risk of liability (please refer to paragraph 7.5 below). It is recommended that chancel repair insurance is put in place.

3.4

The part of the Property edged blue and numbered 1 in blue on Plan 2 *at Annex A* is subject to the easements or rights of the Finchley Urban District Council in respect of the public sewer the approximate position of which is shown by the blue broken line on Plan 2.

3.5

As disclosed in the CPSE replies, Japanese Knotweed is present on the site and a report from Arcadis relating to this has been supplied.

4. THE PROPERTY

4.1

The Property is the freehold land known as land lying to the north of the North Circular Road, Finchley.

4.2

A plan showing the Property edged in red is attached as Plan 1 - *Annex A*

4.3 The Property is registered at the Land Registry under title number AGL71000.

4.4 The registered owner of the freehold Property is the Owner.

4.5 The terms of the Letting Document are set out in *Schedule 2* to this report.

4.6 The part of the Property shown edged and numbered 1 in blue on Plan 2 is subject to restrictive covenants stating that no application for the registration of a proprietor can be made in relation to such part of the Property unless it contains a statement that this land is subject to the negative restrictions summarised at Paragraph 6 (below) of this report and the same shall be duly protected by proper entries in the Register. Any transfer of the Property will therefore need to contain a provision stating that the transfer of this area part is subject to these restrictions.

5. MATTERS BENEFITING THE PROPERTY

The Property enjoys the following Benefits:

5.1

Pursuant to a transfer dated 1 April 1998 as between (1) The Secretary of State For The Environment Transport and The Regions and (2) Agnes Brogan, that part of the Property edged and numbered 2 in blue on Plan 2 *at Annex A* has the benefit of the right to free passage of electricity, gas, water and soil through all cables, wires, pipes, drains and channels (if any) together with all appropriate easements, rights, privileges for repairing, maintaining renewing and removing the same over the land shaded pink on Plan 3 *at Annex A* and the land known as 8 Edge Hill Avenue.

5.2

Part of the Property edged and numbered 2 in blue on Plan 2 *at Annex A* has the benefit of a right to free passage of electricity, gas, water and soil through all cables, wires, pipes, drains and channels (if any) together with all appropriate easements, rights and privileges for repairing, maintaining renewing and removing the same over the the land known as 8 Edge Hill Avenue.

5.3

There are rights reserved over 8 Edge Hill Avenue by a transfer dated 21 July 1998 made between (1) The Secretary of State For The Environment Transport and The Regions and (2) Yosef Mansouri and Gitty Knodabaksh, relating to the cables, wires, pipes, drains and channels (if any) in or over this property and the right to free passage of electricity, gas, water and soil through the same together with all appropriate easements, rights and privileges for repairing, maintaining, renewing and removing the same.

6. MATTERS BURDENING THE PROPERTY

The Property is subject to the following Incumbrances:

6.1

The part of the Property edged blue and numbered 1 in blue on Plan 2 *at Annex A* is subject to the easements or rights of the Finchley Urban District Council in respect of the public sewer the approximate position of which is shown by the blue broken line on Plan 2.

6.2

The part of the Property edged blue and numbered 1 on Plan 2 *at Annex A* is also subject to extensive restrictive covenants contained in a conveyance dated 17 February 1930 made between (1) Edward Cooper Arden and (2) Alfred Bolton and John Norris. The key aspects of the restrictive covenants are summarised briefly below:

- No building on the land other than dwellinghouses (and where such dwellinghouses are built there are restrictions, for example, in relation to the type of dwellinghouse which may be built, the material to be used in the dwellinghouse and the location of the house within that part of the Property (including by reference to building lines and including that the dwellinghouse should be within no less than 250 feet of Edge Hill Avenue));
- No trade manufacture or business to be carried out on the land;
- No operative machinery to be used on the land (motor vehicles for domestic use exempted);
- No access roads to be constructed on the land to give access to or from any adjoining land;
- No excavation to be made on that land except as may be necessary for future buildings and drains related to such buildings; and
- No earth or clay to be burnt on the land.

This part of the Property is also subject to a restrictive covenant that it is not entitled to any right of access of light and air to the buildings to be erected on that land that would restrict or interfere with the free use of adjoining or neighbouring land for building purposes. We would anticipate that defective title insurance would be available in respect of these historic covenants and would recommend that it is obtained.

6.3

The part of the Property edged blue and numbered 1 on Plan 2 *at Annex A* is also subject to a positive covenant pursuant to the conveyance referred to at Paragraph 6.2 above to maintain good and suitable fences or enclosures (in compliance with the detailed description contained within the relevant register entries) next to the roads and on the south west side of that part of the Property. We would anticipate that defective title insurance as referred to above would also be extended to this covenant.

6.4

The part of the Property edged blue and numbered 2 on Plan 2 *at Annex A* is subject to restrictive covenants contained in a conveyance dated 10 March 1930 made between (1) Edward Cooper Arden and (2) Percival James Preston contains substantially similar extensive restrictive covenants as referred to at Paragraph 6.2 (above). The conveyance also contains a positive covenant to maintain good and suitable fences or enclosures (in compliance with the detailed description contained within the relevant register entries) next to the roads and on the south west side of that part of the Property. We would anticipate that defective title insurance would be available in respect of these historic covenants and would recommend that it is obtained.

6.5

The part of the Property edged blue and numbered 3 on Plan 2 *at Annex A* is subject to restrictive covenants contained in a conveyance dated 26 March 1931 made between (1) Edward Cooper Arden and (2) Alfred Bolton and John Norris which also contains substantially similar extensive restrictive covenants except that there is no restriction on the construction of

access roads. This conveyance also contains a positive obligation to maintain a good and suitable fence next to the road (in compliance with the detailed description contained within the relevant register entries). We would anticipate that defective title insurance would be available in respect of these historic covenants and would recommend that it is obtained.

Most of these conveyances are not available (the covenants are set out on the register) so it is not possible to identify what land has the benefit of these covenants.

7. SEARCH RESULTS

7.1

Index map search

An index map search confirms whether a property is registered at the Land Registry (and, if so, the title number(s) under which it is registered). If a property is not registered, an index map search will show whether a property is subject to any pending applications for registration or any cautions against first registration.

The result of our index map search confirmed that the Property is registered under the title number stated in *Paragraph 4.3* of this report.

7.2

Local land charges search

A search of the local land charges register shows matters such as compulsory purchase orders, tree preservation orders, planning enforcement notices and financial charges registered against a property. You should note that the search result provides a snapshot of the register on the date of the search. Local land charges registered after the date of the search will still bind a property.

The local land charges search was provided by London Borough of Barnet on 10 May 2017.

The result shows that on 25 May 2016 a direction was confirmed that means that, from 29 May 2016, planning permission is required to change the use of the Property from buildings used as dwellinghouses to buildings used as small scale houses in multiple occupation. The permitted development rights no longer apply to this change of use (Use Class C3 to Class C4).

The result also shows various entries in the land charges miscellaneous charges register dated 3 March 1927 affecting numbers 2 and 4 Edge Hill and 68 and 70 Beechwood Avenue which relate to observation of building lines and grants of easement relating to the Property. These appear to correspond to the restrictions relating to building and the location of such buildings referred to at Paragraph 6 of this report. The impact of these registrations is being investigated further.

7.3

Local authority search (including any optional and additional enquiries)

A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes, environmental and pollution notices and whether any part of the property is registered as common land or as a town or village green. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties.

The local authority search was provided by London Borough of Barnet on 10 May 2017. The result of the search did not show any entries that adversely affect the Property and revealed the following information:

No part of the Property is registered as common land or as a town or village green. Even if land is not registered as common land or a town or village green at the date of the search, it is possible for common land or new town or village greens to be registered in some circumstances.

Edge Hill Avenue and Beechwood Avenue are highways maintainable at public expense. The Property therefore directly abuts a public highway.

7.4

Drainage and water enquiries

The replies to drainage and water enquiries show whether a property is connected to the mains water supply and mains drainage. The replies may also show the location of public sewers within the boundary of a property and other such matters that may restrict development and/or disposal.

Replies to the drainage and water enquiries were provided by Thames Water on 5 May 2017. The replies revealed the following information:

The public sewer map indicates that there are public sewers, disposal mains or lateral drains within the boundaries of the Property – see plan at *Annex B*.

The Property is stated to be believed to be a plot of land or recently built property. The search results indicate that there are no water mains, resource mains or discharge pipes within the boundaries of the Property.

7.5 Chancel repair search

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability, as this may limit the availability of indemnity insurance.

The chancel repair search was provided by Chancel Check on 8 May 2017. The result of the search showed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.

Indemnity insurance for chancel repair liability can be obtained from First Title for approximately £230. This policy will cover you and your successors in **title** up to an indemnity limit of £1 million in perpetuity. We recommend that this be put in place.

7.6 Utility Search Gas

The gas search was provided by National Grid Gas on 9 May 2017. Nothing was disclosed within the Property.

7.7 Utility Search BT Infrastructure

The BT Infrastructure search was provided by BT on 5 May 2017. Nothing was disclosed within the Property albeit BT plant and cabling are disclosed in the adjoining roads.

7.8 Utility Search NG Electric

The NG Electric search was provided by National Grid on 8 May 2017. Nothing was disclosed within the Property.

7.9 Regional Electric Search

The regional electric search was provided by UKPN on 10 May 2017. Nothing was disclosed within the Property.

7.10 Highways Search

The highways search dated 22 May 2017 confirms that the Property directly abuts highway maintainable at public expense. Please see the plan at *Annex C*.

7.11 BT Wayleaves

The BT wayleaves search was provided by BT Openreach on 14 June 2017. Nothing was disclosed within the Property.

8. REPLIES TO PRE-CONTRACT ENQUIRIES

You should note the following information provided by the Seller in their replies to our pre-contract enquiries:

8.1

CPSE 16.2 states that a small part of the Property is currently occupied under licence to the owner of 8 Edge Hill Avenue as shown cross hatched green on Plan 1 – Annex A; it is intended that the licence will be terminated prior to completion. A small part of the Property is being used without permission as an extension of the garden at number 6 Edge Hill Avenue as shown cross hatched brown on Plan 1 – Annex A (and the Owner believes that occupation commenced after 2014). It is intended that this will be recovered prior to completion.

8.2

CPSE 1.3 states that the hoarding fronting the North Circular Road is the Owner's responsibility and is maintained as such.

8.3

CPSE 8.1 states that the Seller has been made aware of Japanese Knotweed on part of the Property.

8.4

CPSE 10.1 states that the buyer will be responsible for making its own supply arrangements with the relevant utility suppliers following transfer.

8.5

CPSE 11 states that the buyer will be responsible for fire safety for the Property following transfer.

8.6

CPSE 12.7 states that there are no buildings on the Property and it is understood that two properties were demolished after the Owner's acquisition of the Property through a compulsory purchase order.

8.7

CPSE 16.2 states that a small plot of land to the rear of 66 Beechwood Avenue (lying outside of the Property) is expected to be transferred to the owner of 66 Beechwood Avenue following the application of the Crichel Down Rules, but this is not expected to have any impact on the Property. The owner of 66 Beechwood Avenue previously complained about noise and tree-related matters, but no formal dispute/notices were served and the matters are believed to be resolved.

8.8

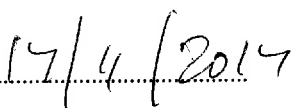
CPSE 19.1 states that no option to tax the site has been exercised by the Seller.

9. CONCLUSION

Subject to the matters referred to in this report and to any issues arising out of the outstanding matters listed in *Schedule 3*, we are of the opinion that the Property has a good and marketable title.

..........

Signed Dentons UKMEA LLP

Dated..........

SCHEDULE 1
TERMS OF THE LEASE

Not applicable

SCHEDULE 2
TERMS OF THE LETTING DOCUMENT

Part of the Property is subject to a Licence to Occupy dated 23 March 2015 as between (1) the Owner and (2) Gita Khodbaksh as supplemented by a side letter dated 23 March 2015 between the same. The terms of such are summarised in Part 1 (below).

PART 1

Part 1

Letting Document 1

Premises demised by the Letting Document:	Gita Khodbaksh
Date:	23 March 2015
Original parties:	(1) the Owner (2) Gita Khodbaksh
Name and address of current landlord:	The Owner
Name and address of current tenant:	Gita Khodbaksh of 8 Edge Hill Avneue, Barnet N3 3AY
Name and address of any current guarantor:	N/A
If the tenant is not in occupation, name and address of the current occupier and basis of their occupation:	N/A
Length of the term, commencement date and expiry date:	12 years from and including 1 October 2014 subject to earlier termination, expiring on 1 October 2026
Is the Letting Document contracted out of the LTA 1954?	N/A
Permitted User	Garden land
Current rent:	£250 per annum

Any options or rights of first refusal:	N/A
Details of any rent deposit:	N/A
Details of any break clauses:	<p>The Owner may end the licence by serving not less than 6 months notice on the licence holder or by giving the licence holder 28 day's written notice if an engineer certifies that the possession of the Property is urgently required for the carrying out of repairs required to carry out the Owner's undertaking.</p>
Any other material terms or omissions:	<p>"Licence fee" is reviewed on 1 October 2017, 1 October 2020 and 1 October 2023.</p> <p>The Owner may end the licence by serving written notice on the licence holder should the licence holder not pay the licence fee or other sums due in accordance with the licence on the due date (whether formally demanded or not).</p>

SCHEDULE 3
OUTSTANDING MATTERS

Vacant possession to be provided by the Owner – refer to paragraph 8.1.

ANNEXES:

ANNEX A: PLANS 1, 2 AND 3 OF THE PROPERTY

ANNEX B : DRAINAGE SEARCH PLAN

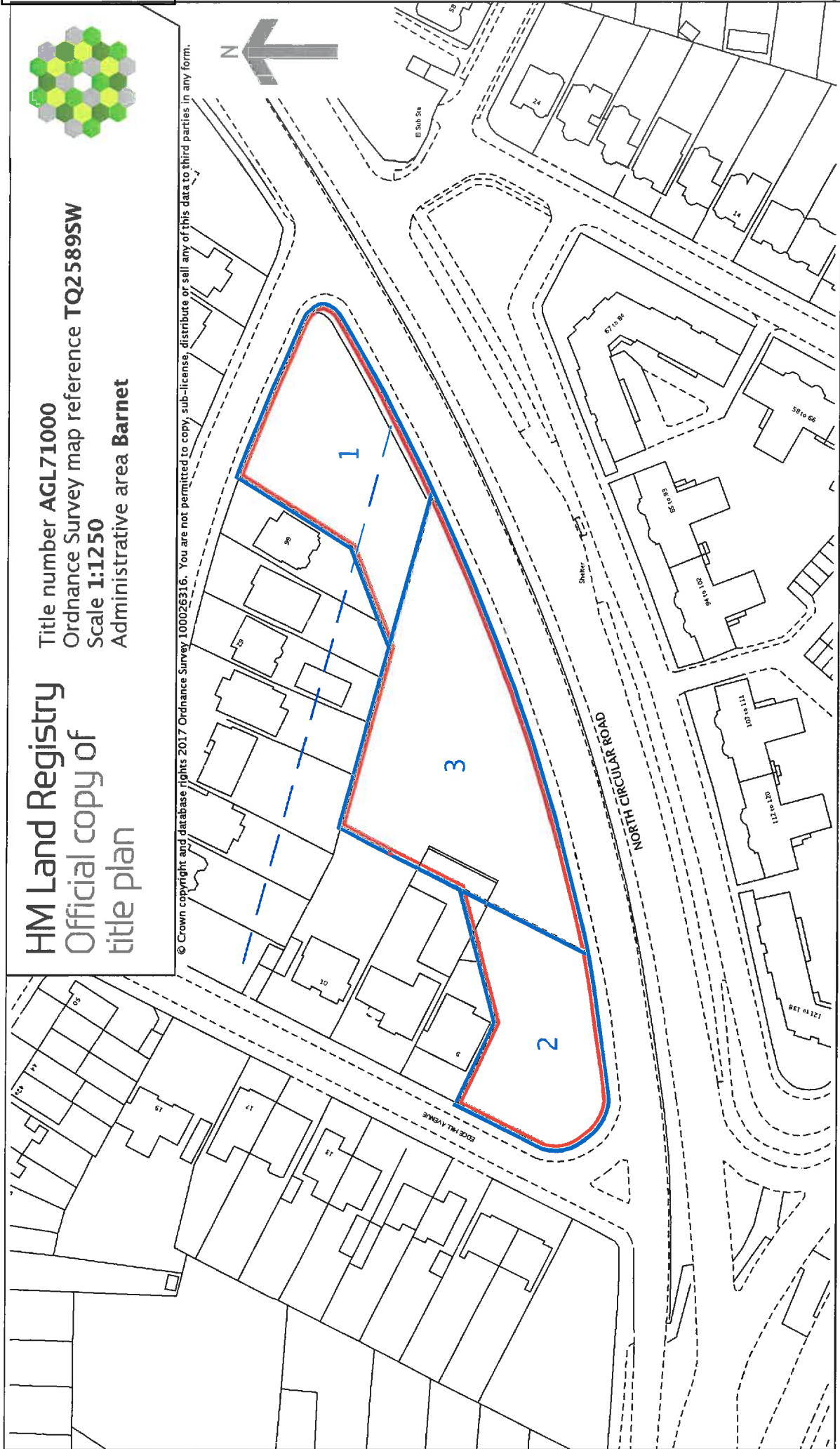
ANNEX C: HIGHWAYS SEARCH PLAN



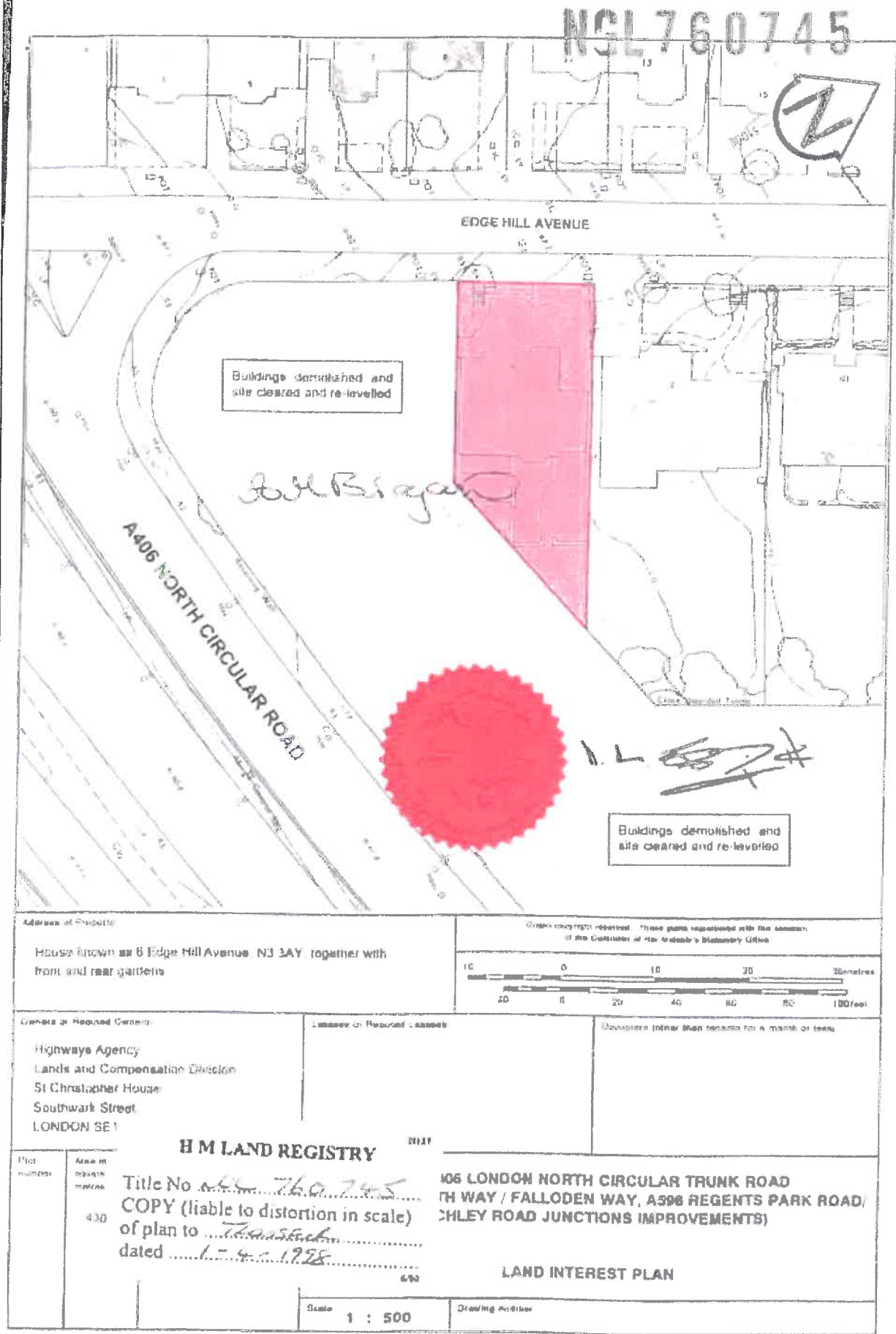
HM Land Registry
Official copy of
title plan

Title number **AGL71000**
Ordnance Survey map reference **TQ2589SW**
Scale **1:1250**
Administrative area **Barnet**

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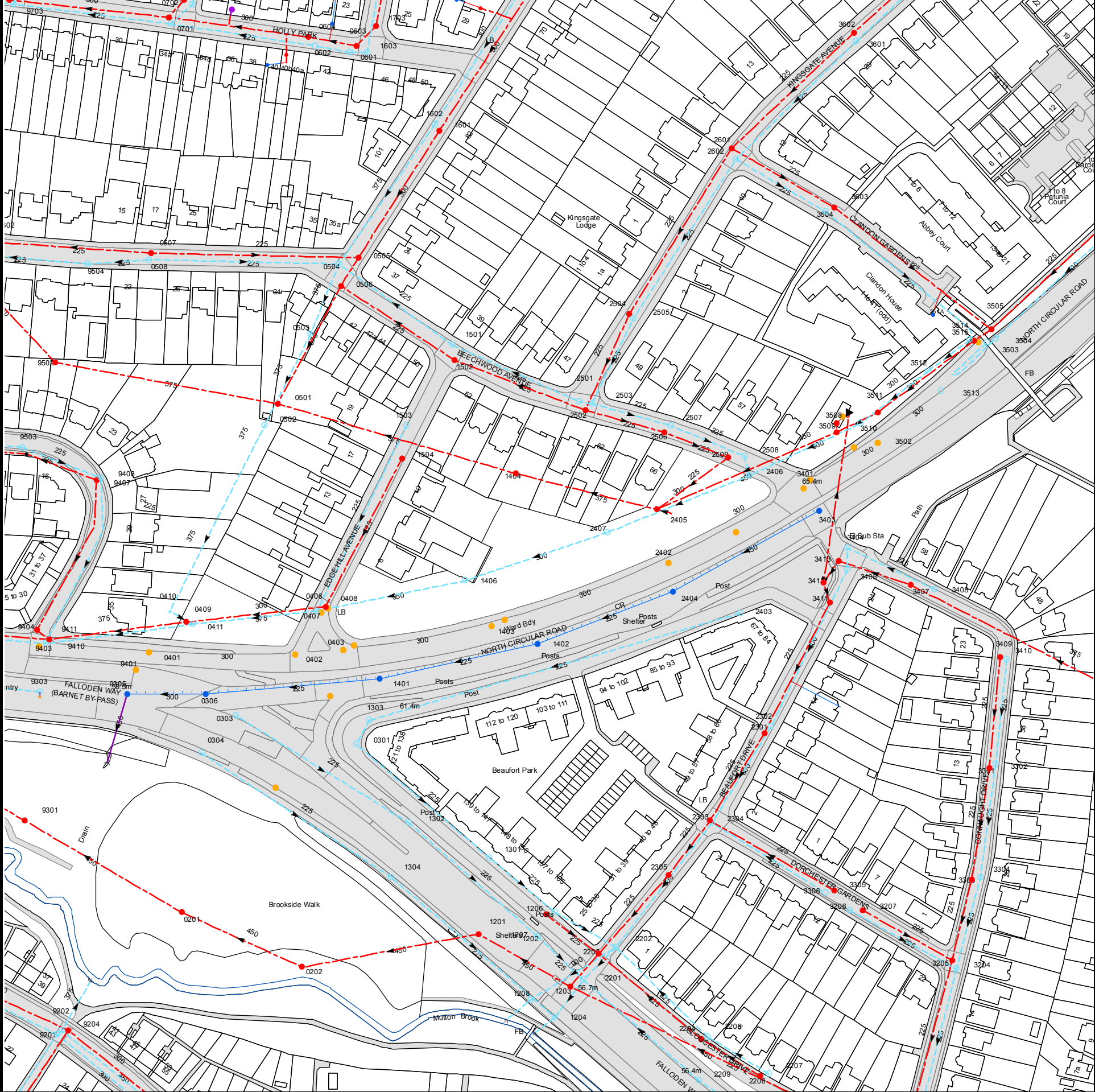


ANNEX A - PLAN 3



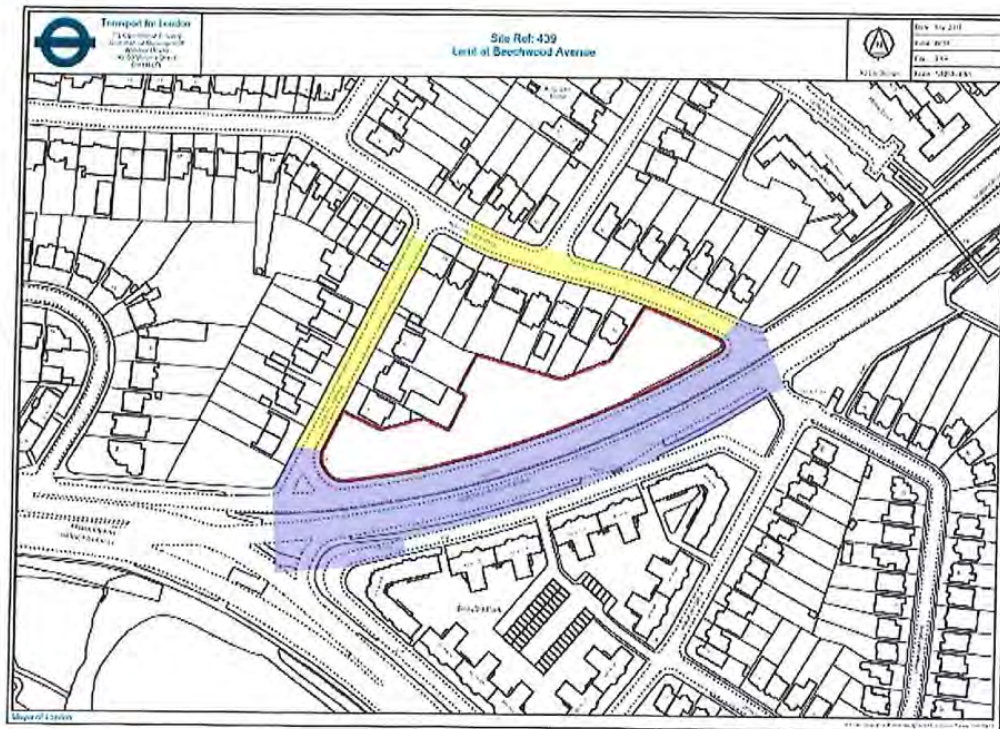
This official copy is incomplete without the preceding notes page.



Commercial DW Drainage and Water Enquiry Sewer Map- CDWS/CDWS Standard/2017 3561701



The width of the displayed area is 500m
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.
Based on the Ordnance Survey Map with the Sanction of the controller of H.M. Stationery Office, License no. 100019345 Crown Copyright Reserved.

ANNEX C



-  Adopted Highway
-  Maintained by TFL



Date of Report:

Search Type:

Property Address:

Your Reference:

Our Reference:

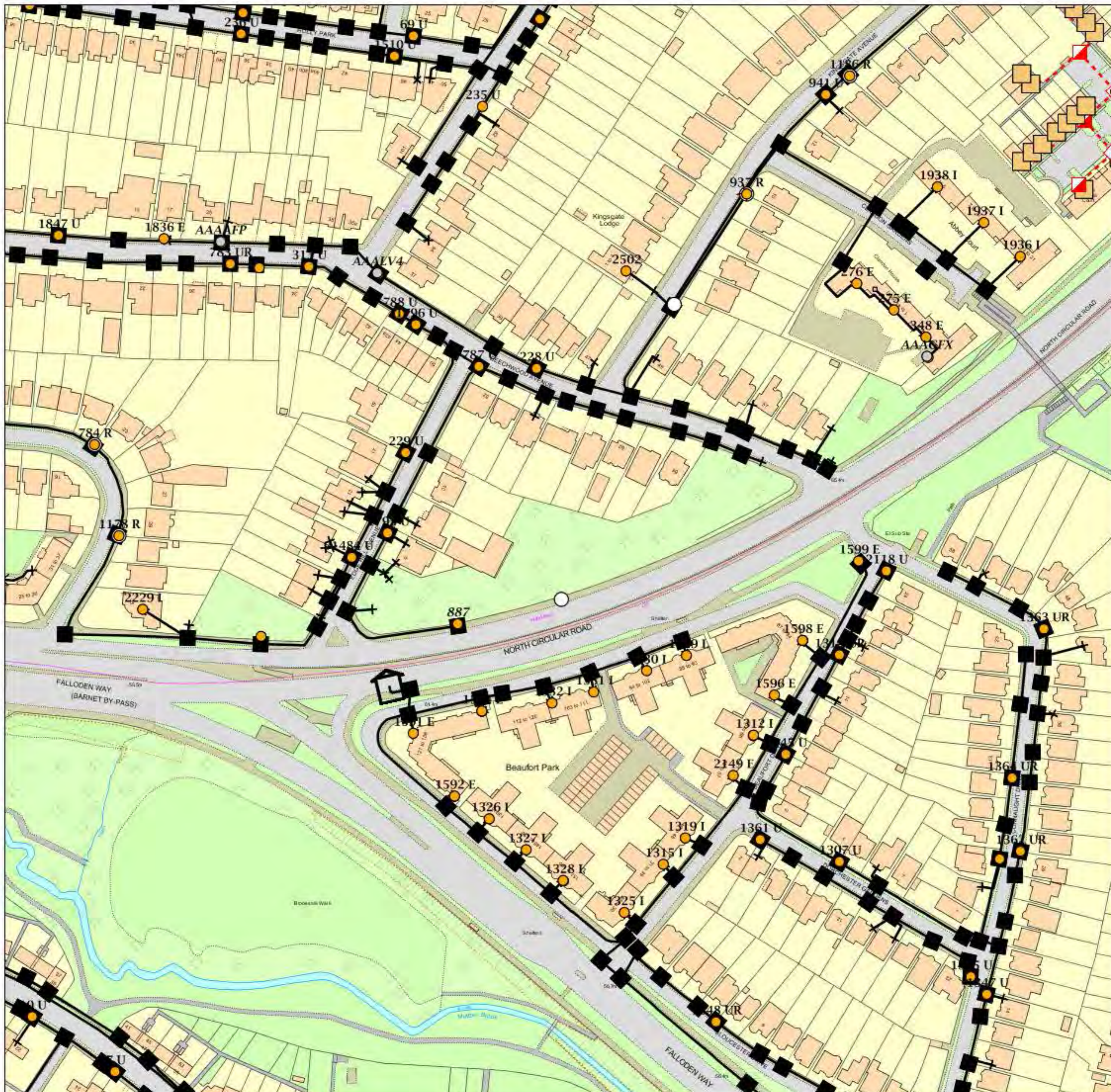
While every effort is made to obtain as much information as possible TM Group is dependent on the data provider for the accuracy and extent of the information supplied and accordingly, cannot be held liable for inaccurate or incomplete information supplied to TM Group.

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Maps by email Plant Information Reply



IMPORTANT WARNING

Information regarding the location of BT apparatus is given for your assistance and is intended for general guidance only. No guarantee is given of its accuracy.

It should not be relied upon in the event of excavations or other works being made near to BT apparatus which may exist at various depths and may deviate from the marked route.



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CLICK BEFORE YOU DIG

FOR PROFESSIONAL FREE ON SITE ASSISTANCE PRIOR TO COMMENCEMENT OF EXCAVATION WORKS INCLUDING LOCATE AND MARKING SERVICE

email cbyd@openreach.co.uk

ADVANCE NOTICE REQUIRED
(Office hours: Monday - Friday 08.00 to 17.00)
www.openreach.co.uk/cbyd

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KEY TO BT SYMBOLS

DP		Pole	
Planned DP		Planned Pole	
PCP		Joint Box	
Planned PCP		Change Of State	
Built		Split Coupling	
Planned		Duct Tee	
Inferred		Planned Box	
Building		Manhole	
Kiosk		Planned Manhole	
Hatchings		Cabinet	
		Planned Cabinet	

Other proposed plant is shown using dashed lines.
BT Symbols not listed above maybe disregarded.
Existing BT Plant may not be recorded.
Information valid at time of preparation

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BT Ref : LDB11419R

Map Reference : (centre) TQ25 18189460

Easting/Northing : (centre) 525 181,1894

Issued : 05/05/2017 11:41:20

WARNING: IF PLANNED WORKS FALL INSIDE HATCHED AREA IT IS ESSENTIAL BEFORE PROCEEDING THAT YOU CONTACT THE NATIONAL NOTICE HANDLING CENTRE. PLEASE SEND E-MAIL TO: nnhc@openreach.co.uk

OPERATION SUPPORT GROUP
TM GROUP
1200 DELTA BUSINESS PARK
SWINDON
WILTSHIRE
SN5 7XZ

Date : 14 June 2017

Your Ref : 16599267

Our Ref : Archives

Dear Sirs,

WAYLEAVE SEARCH at BEECHWOOD AVENUE LONDON N3 3BB

Thank you for your request. We have now completed a search of our Wayleave Archives and:-

- We enclose copies of any wayleave agreements found
- We have been unable to find any wayleave agreements for this location

Any rights of entry or otherwise are detailed in the relevant wayleave agreement and/or by the Electronic Communications Code, which is Schedule 2 to the Telecommunications Act 1984, as amended by the Communication Act 2003. No liability falls on the owner/occupier for the maintenance of BT structures and no fee is payable to BT.

SITE DEVELOPMENT

If your client is proposing to develop their site, any proposed method for serving your clients property would need to be discussed in detail with the BT planner following an order for telecommunications service.

BT APPARATUS LOCATION PLAN

If you require production of a marked up plan showing the location of BT apparatus please email nnhc@openreach.co.uk, there is a charge for this service. For the production of more than 20 maps you may be interested in our Maps by Email service on stoke.incoming.notices@openreach.co.uk

Yours faithfully

Joanna Hepper

WAYLEAVE ARCHIVE MANAGER

Report Details

Report Number	6780999
Issue Date	08/05/2017
Client Ref	ISG/043574.00001/TFL - Plot 439
Address	Land edged red on the plan at Beechwood Avenue, Beechwood Avenue, London, N3 3BB

The above address is located within the historical boundary of a tithe district within a parish which continues to have a potential chancel repair liability based upon historical parish boundary data and the relevant Inland Revenue Indices held by The National Archives.

No-one involved in the production of this report has any relationship with any party involved in the sale of the property.

This service is only available for properties in England and Wales. The data used to identify potential risk is derived from a comprehensive academic study of historical boundaries relating to parishes and documentation pertaining to potential chancel repair liability held at The National Archives.

It should be noted that this service searches against the identified address point of the subject building and not the delineated boundary of the property, in order to establish the location in respect of the relevant historical boundary.

ChancelSure[®] provides market leading indemnity insurance for chancel repair liability. Part of the **ConveySure**[®] suite of insurance products, **ChancelSure**[®] is available online via our website at www.clsi.co.uk.

ChancelSure[®] (indemnity insurance for chancel repair liability) offers diminution in value and a 200% escalator clause as standard – in perpetuity cover is also available. For lender complaint insurance policies (no cover notes, orders returned within 30 seconds via email with invoice that is payable by BACS or cheque within 14 days) log onto www.clsi.co.uk.

ChancelCheck[®] is provided with the benefit of a Search Insurance policy offering cover up to a market value of £2m where a pre-existing matter adversely affects the result of the **ChancelCheck**[®] provided on the property.

Terms and Conditions

This Report is prepared by CLS Property Insight Limited ('CLS') and is subject to the following Terms and Conditions:

Private Clients Visit: <https://www.clsi.co.uk/Content/PDFs/Website/TermsConditions-B2C.pdf>
Business Clients Visit: <https://www.clsi.co.uk/Content/PDFs/Website/TermsConditions-B2B.pdf>

ChancelCheck® Guidance Note

Chancel Repair Liability Background

Chancel repair liability is a medieval anomaly whereby the Church of England and Wales was granted powers to charge those owning "rectorial land" for the upkeep of the chancel of some Parish Churches.

Chancel repair liability affects millions of acres in England and Wales and is still deemed a usual and necessary search by conveyancers.

Chancel repair liability can still be attached to land regardless of whether or not the liability is noted against the title, making the prospective risk unquantifiable.

The Church continues to actively register their interest, to protect their right to charge for chancel repair liability in perpetuity.

ChancelCheck® Identifies the Problem

ChancelCheck® is an online, low cost (£20 + VAT) screening report designed to inform the Homebuyer of any potential chancel repair liability. It is in accordance with the Conveyancing and CML Handbooks.

Certificate If the area of land selected falls within a parish that does not have the ability to claim for chancel repair liability, the search will be returned as a Certificate.

Report If the area of land selected falls within a parish that has the ability to claim for chancel repair liability, a potential liability will be returned and the search will come back as a Report. **Where an issue has been identified, ChancelSure® is available to cover the potential risk.**

NB. ChancelCheck® does not publish the relevant parish name to deter contacting the Church. Doing so will put the Church on notice of a potential liability and may lead to negating insurance cover.

ChancelSure® Offers a Solution

ChancelSure® is the market leading chancel repair indemnity product, providing comprehensive protection and security for the homeowner where a potential chancel liability has been identified. **ChancelSure®** offers a cost effective solution, protecting the owner/occupier, mortgagee, lessees and successors if required. **ChancelSure®** policies have been specifically designed to work in conjunction with **ChancelCheck®** and are fully compliant with both lender and Law Society requirements.

ChancelSure® insurance is part of the **ConveySure®** suite of legal indemnity insurance products, which are available from CLS and other authorised resellers.

ChancelSure® premiums start at £40.00 including IPT, a schedule of online premiums is provided overleaf.

Insurer Details The highest and most consistently-rated security, AA-, available through ERGO Versicherung AG, UK Branch.

Expert Underwriters The policies are underwritten by ERGO Versicherung AG, UK Branch and fully compliant with the requirements of Part II of the CML Handbook.

Period of Cover Cover is offered for 25, 35 years or in perpetuity. **ChancelSure®** policies offer full value indemnity insurance against claims and legal costs of up to £3m. All **ChancelSure®** policies include diminution of value cover.

Bespoke Policies Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title. Email express@clsrs.co.uk for any enquiries.

Samples To download a sample policy, please visit www.cls.co.uk.

ChancelSure® Insurance Policy Premiums

ChancelSure® is the market leading chancel repair indemnity product, providing comprehensive protection and security for the homeowner where a potential chancel liability has been identified. CLS Risk Solutions Ltd underwrites ChancelSure® policies on behalf of ERGO Versicherung AG, UK Branch and therefore offers the highest and most consistently-rated security available in the UK Title Indemnity market (AA- rated since 2005/6 per Standard & Poor's).

The figures quoted below are our standard policy premiums (including IPT) which will apply to most properties. However, as chancel repair liability is a fluctuating risk, these figures may alter for some properties. In addition, we periodically review our underwriting data and may carry out further assessment before confirming the availability of cover. For a draft policy, please visit our website www.clsl.co.uk or contact our Underwriting Team at express@clsrs.co.uk.

ChancelSure® offers diminution in value and a 200% escalator clause as standard, with 25 year, 35 year and in perpetuity terms available. For lender compliant insurance policies (no cover notes with invoices payable by BACS or cheque within 14 days) log onto www.clsl.co.uk.

Residential Property (25 Years)

Limit of Indemnity	Residential Non Successor < 5 acres	Residential Successor < 5 acres	Residential Non Successor 5 – 10 acres	Residential Successor 5 – 10 acres
£100,000	£40.00	£65.00	£50.00	£90.00
£250,000	£54.00	£95.00	£75.00	£125.00
£500,000	£75.00	£125.00	£110.00	£150.00
£1,000,000	£94.00	£140.00	£130.00	£165.00
£1,500,000	£130.00	£175.00	£150.00	£195.00
£2,000,000	£150.00	£190.00	£175.00	£215.00
£2,500,000	£175.00	£210.00	£225.00	£275.00
£3,000,000	£210.00	£250.00	£275.00	£325.00

Residential Property (35 Years)

Limit of Indemnity	Residential Successor < 5 acres	Residential Successor 5 - 10 acres
£100,000	£80.00	£105.00
£250,000	£120.00	£145.00
£500,000	£145.00	£165.00
£1,000,000	£160.00	£185.00
£1,500,000	£185.00	£210.00
£2,000,000	£210.00	£240.00
£2,500,000	£225.00	£300.00
£3,000,000	£325.00	£423.00

Residential Property (In Perpetuity)

Residential Successor < 5 acres	Residential Successor 5 - 10 acres
£90.00	£125.00
£140.00	£165.00
£165.00	£180.00
£180.00	£215.00
£215.00	£240.00
£240.00	£300.00
£265.00	£350.00
£363.00	£472.00

Bespoke Policies

Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Please contact our underwriting team by email express@clsrs.co.uk.

ChancelSure® Insurance Policy Premiums

Commercial Property (25 Years)

Limit of Indemnity	Commercial Non Successor < 3 acres	Commercial Non Successor 3 - 5 acres	Commercial Non Successor 5 - 10 acres
£250,000	£130.00	£200.00	£250.00
£500,000	£220.00	£400.00	£550.00
£750,000	£450.00	£600.00	£750.00
£1,000,000	£500.00	£800.00	£900.00
£1,500,000	£700.00	£1,000.00	£1,300.00
£2,000,000	£1,250.00	£1,350.00	£1,500.00
£2,500,000	£1,400.00	£1,550.00	£1,700.00
£3,000,000	£1,600.00	£1,750.00	£1,900.00

Commercial Property (25 Years)

Limit of Indemnity	Commercial Successor < 3 acres	Commercial Successor 3 - 5 acres	Commercial Successor 5 – 10 acres
£250,000	£200.00	£300.00	£375.00
£500,000	£320.00	£600.00	£700.00
£750,000	£625.00	£850.00	£950.00
£1,000,000	£680.00	£1,100.00	£1,150.00
£1,500,000	£950.00	£1,250.00	£1,500.00
£2,000,000	£1,500.00	£1,750.00	£2,000.00
£2,500,000	£1,750.00	£2,000.00	£2,200.00
£3,000,000	£1,900.00	£2,150.00	£2,350.00

Bespoke Policies

Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Please contact our underwriting team by email express@clsrs.co.uk.

PCCB Guidance Note

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by CLS Property Insight Limited (CLS); Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU (Call: 01732 897530, Email: info@clspropertyinsight.co.uk)

CLS Property Insight Limited is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers, and mortgage lenders, who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom.
- sets out minimum standards which firms compiling and selling search reports have to meet.
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals.
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

Core Principles

Search providers which subscribe to the Code will:

- display the Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards
- monitor their compliance with the Code

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPO's Contact Details:

The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury, Wiltshire, SP1 2BP. (Call: 01722 333 306, Fax: 01722 332 296, Email: admin@tpos.co.uk, Website: www.tpos.co.uk).

You can also get more information about the PCCB from www.propertycodes.org.uk

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE FULL SEARCH CODE

CLS Complaint Resolution Procedure

If you have a complaint regarding our services or products, please send the details to:
CLS Property Insight Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent,
ME19 4YU (Call: 01732 897530, Fax: 01732 897531, Email:
complaints@clspropertyinsight.co.uk).



Your complaint will be acknowledged within 5 working days of receipt and you should receive a written response within 20 working days. Where this is not possible, we will inform you of the reasons why and give an indication of when you should expect a response. If you have not received a response within 40 working days of original receipt of the complaint or you are not happy with the response given you may take one of the following actions:

- If your complaint is in relation to our search products you may refer your complaint to:
The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury, Wiltshire, SP1 2BP.
(Call: 01722 333 306, Fax: 01722 332 296, Email: admin@tpos.co.uk, Website: www.tpos.co.uk).
- If your complaint is in relation to our insurance products you may refer your complaint to:
Financial Ombudsman Service; Exchange Tower, Harbour Exchange Square, London, E14 9SR. (Call: 020 7964 1000, Fax: 020 7964 1001, Email: complaint.info@financial-ombudsman.org.uk).
- For details of the additional protection and benefits provided by commissioning a code compliant search product from an IPSA registered member please visit www.search-code.co.uk

REPLIES TO STANDARD ENQUIRIES OF LOCAL AUTHORITY (2016 Edition)

Applicant:

TM Search Choice Ltd
1200 Delta Business Park,
Swindon
Wiltshire
SN5 7XZ

Search Reference: T/17/01791/MM

Applicant Reference:

Date: 10-May-2017

Property:

Land to South of 66, Beechwood Avenue
Finchley
London
Barnet
N3 3BA

Other Roads etc:

**Additional
Properties:** None

I refer to your Standard Enquiries relating to the above property. These replies relate to that property as shown on the location plan where supplied. The replies are given subject to the Notes to the Standard Enquiries.

All correspondence relating to these answers should quote the official Search Reference.

Standard Enquiries of Local Authority

PLANNING AND BUILDING REGULATIONS

1.1 Planning and building decisions and pending applications

Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements?

(a) a planning permission

None
(Note: Planning Permissions are post 1965)

(b) a listed building consent

None

(c) a conservation area consent

None

(d) a certificate of lawfulness of existing use or development

None
(Note: Planning Permissions are post 1965)

(e) a certificate of lawfulness of proposed use or development

None
(Note: Planning Permissions are post 1965)

(f) a certificate of lawfulness of proposed works for listed buildings

None

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

(j) building regulation approval

None
(For copies of Building Regulation Entries, please contact Building Control on 020 8359 4500)
(Note: Building Control information are post 1990)

(k) building regulation completion certificate and

None
(For copies of Building Regulation Entries, please contact Building Control on 020 8359 4500)
(Note: Building Control information are post 1990)

(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

None

Informative

For additional information please refer to LLC1 Part 3(b)

Note: Building Control information is post 1990

1.2 Planning designations and proposals

What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

None other than the present authorised use

Informative

*For more information on UDP policies please refer to the information available at the London Borough of Barnet website
<http://barnet.gov.uk/index/council-democracy/unitary-authorities/statutory-developmentplans/unitary-development-plan.htm>*

ROADS AND PUBLIC RIGHTS OF WAY

Roadways, footways and footpaths

2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

(a) highways maintainable at public expense

Edge Hill Avenue and Beechwood Avenue are adopted.

(b) subject to adoption and, supported by a bond or bond waiver

No

(c) to be made up by a local authority who will reclaim the cost from the frontagers

No

(d) to be adopted by a local authority without reclaiming the cost from the frontagers

No

Public rights of way

2.2 Is any public right of way which abuts on, or crosses the property, shown in a definitive map or revised definitive map?

None.

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on the Register?

None

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?

None

2.5 If so, please attach a plan showing the approximate route.

None

OTHER MATTERS

Note: Matters entered onto the Local Land Charges Register, or visible by property/site inspection, will not be referred to (where relevant) in answer to the enquiries 3.1. to 3.15. below.

3.1 Land required for public purposes

Is the property included in land required for public purposes?

No

3.2 Land to be acquired for road works

Is the property included in land to be acquired for road works?

No

3.3 Drainage matters

(a) Is the property served by a SuDS which is adopted by the SuDS Approval Body (SAB) for which there will be a surface water drainage charge?

No records currently available.

(b) Are there SuDS features within the boundary of the property?

No records currently available.

(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

No further information currently available. Please contact the relevant Water/Drainage provider (Appendix A below) or the relevant Management Company.

3.4 Nearby road schemes

Is the property (or will it be) within 200 metres of any of the following?

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme

None

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway

None

(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:-

None

(d) the outer limits of:

None

(e) the centre line of the proposed route of a new road under proposals published for public consultation

None

(f) the outer limits of:-

None

Informative

A mini roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

3.5 Nearby railway schemes

(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

Please visit the Crossrail2 website- <http://crossrail2.co.uk/>

(b) Are there are any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

Please visit the Crossrail2 website- <http://crossrail2.co.uk/>

3.6 Traffic schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?

(a) permanent stopping up or diversion

Not aware of any.

(b) waiting or loading restrictions

Not aware of any.

(c) one way driving

Not aware of any.

(d) prohibition of driving

Not aware of any.

(e) pedestrianisation

Not aware of any.

(f) vehicle width or weight restriction

Not aware of any.

(g) traffic calming works including road humps

Not aware of any.

(h) residents parking controls

Not aware of any.

(i) minor road widening or improvement

Not aware of any.

(j) pedestrian crossings

Not aware of any.

(k) cycle tracks

Not aware of any.

(l) bridge building

Not aware of any.

3.7 Outstanding notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?

(a) building works

None

(b) environment

None

(c) health and safety

None

(d) housing

None

(e) highways

None

(f) public health

None

(g) flood and coastal erosion risk management

Please visit the Environmental Agency website <https://www.gov.uk/government/organisations/environment-agency>

3.8 Contravention of building regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

None

3.9 Notices, orders, directions and proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?

(a) an enforcement notice

None

(b) a stop notice

None

(c) a listed building enforcement notice

None

(d) a breach of condition notice

None

(e) a planning contravention notice

None

(f) another notice relating to breach of planning control

None

(g) a listed building repairs notice

None

(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation

None

(i) a building preservation notice

None

(j) a direction restricting permitted development

The following note applies to dwelling houses only. London Borough of Barnet has confirmed a Direction on 26th May 2016 under article 4(1) of the Town and Country Planning (General Permitted Development) Order 2015. The Direction will apply from 29th May 2016 to the change of use from buildings used as dwelling houses (Use Class C3) to buildings used as small scale houses in multiple occupation (Use Class C4). The effect of the Direction will be that Permitted Development Rights shall not apply to such development and such development shall not be carried out unless planning permission is granted by the Council. For further details please see barnet.gov.uk or call 0208 359 4657.

(k) an order revoking or modifying planning permission

None

(l) an order requiring discontinuance of use or alteration or removal of building or works

None

(m) a tree preservation order

None

(n) proceedings to enforce a planning agreement or planning contribution

None

3.10 Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?

London Borough of Barnet hold two charging schedules which are:
1. Mayor of London CIL Charging Schedule.
2. London Borough of Barnet CIL Charging Schedule.

(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

No

(c) Has any demand notice been suspended?

No

(d) Has the Local Authority received full or part payment of any CIL liability?

No

(e) Has the Local Authority received any appeal against any of the above?

No

(f) Has a decision been taken to apply for a liability order?

No

(g) Has a liability order been granted?

No

(h) Have any other enforcement measures been taken?

No

3.11 Conservation area

Do the following apply in relation to the property?

(a) the making of the area a conservation area before 31 August 1974

No

(b) an unimplemented resolution to designate the area a Conservation Area

No

3.12 Compulsory purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

None

3.13 Contaminated land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)?

(a) a contaminated land notice

This site has not been identified as being in an area that may require further investigation as to whether or not it should be classed as Contaminated Land under Part IIA of the Environmental Protection Act 1990. However, the Council has begun to investigate the Borough for sites of contaminated significance, and although at this time the site does not appear on the Council's Contaminated Land Register, information may come to light that requires further investigation.

For more information please contact the Scientific Team on 020 8359 7995 or by email at scientificservices@barnet.gov.uk

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990

Please refer to 3.13a

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice

Please refer to 3.13a

Informative

Negative answers do not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another Council in whose area adjoining or adjacent land is situated

3.14 Radon gas

Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?

Please contact www.ukradon.org

3.15 Assets of Community Value

(a) Has the property been nominated as an asset of community value?

None

(b) If the property is listed:

None

These replies have been given in accordance with the notes appended to CON29 form.

References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments.

The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries and the person on whose behalf they were raised. It will also be owed to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.

This Form should be read in conjunction with the guidance notes available separately.

Area means any area in which the property is located.

References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the District Local Authority and County Local Authority.

Where relevant, the source department for copy documents should be provided.

Optional Enquiries

ROAD PROPOSALS BY PRIVATE BODIES

4. What proposals by others have been approved, or are the subject of pending applications, the limits of construction of which are adjoining or adjacent to the property, for-

(a) the construction of a new road, or

None (The reply to this enquiry only relates to proposals granted within 5 years)

(b) the alteration or improvement of an existing road, involving the construction, whether or not within existing highway limits, of a subway, underpass, flyover, footbridge, elevated road, dual carriageway, the construction of a roundabout (other than a mini roundabout) or the widening of an existing road by the construction of one or more additional traffic lanes?

None (The reply to this enquiry only relates to proposals granted within 5 years)

ADVERTISEMENTS

Entries in the register

5.1. Please list any entries in the register of applications, directions and decisions relating to consent for the display of advertisements.

None

5.2. If there are any entries, where can that register be inspected?

None

Notices, proceeding and orders

5.3. Except as shown in the official certificate of search:

(a) Has any notice been given by the Secretary of State or served in respect of a direction or proposed direction restricting deemed consent for any class of advertisement?

None

(b) Has the local authority resolved to serve a notice requiring the display of any advertisement to be discontinued?

None

(c) If a discontinuance notice has been served, has it been complied with to the satisfaction of the local authority?

None

(d) Has the local authority resolved to serve any other notice or proceedings relating to a contravention of the control of advertisements?

None

(e) Has the local authority resolved to make an order for the special control of advertisements for the area?

None

PARKS AND COUNTRYSIDE

Areas of Outstanding Natural Beauty

7.1. Has any order under s.82 of the Countryside and Rights of Way Act 2000 been made?

No

National Parks

7.2. Is the property within a National Park designated under s.7 of the National Parks and Access to the Countryside Act 1949?

No

PIPELINES

8. Has a map been deposited under s.35 of the Pipelines Act 1962, or Schedule 7 of the Gas Act 1986, showing a pipeline laid through, or within 100 feet (30.48 metres) of the property?

Please refer to statutory authority

HOUSES IN MULTIPLE OCCUPATION

9. Is the property a house in multiple occupation, or is it designated or proposed to be designated for selective licensing of residential accommodation in accordance with the Housing Act 2004?

No

ENVIRONMENTAL AND POLLUTION NOTICES

18. What outstanding statutory or informal notices have been issued by the local authority under the Environmental Protection Act 1990 or the Control of Pollution Act 1974? (This enquiry does not cover notices under Part IIA or Part III of the EPA, to which enquiries 3.7 or 3.13 apply)

None

FOOD SAFETY NOTICES

19. What outstanding statutory notices or informal notices have been issued by the local authority under the Food Safety Act 1990 or the Food Safety and Hygiene (England) Regulations 2013?

None

FLOOD DEFENCE AND LAND DRAINAGE CONSENTS

21. Has any flood defence or land drainage consent relating to the property been given or refused, or (if applicable) is the subject of a pending application?

None

COMMON LAND AND TOWN OR VILLAGE GREEN

22.1. Is the property, or any land which abuts the property, registered common land or town or village green under the Commons Registration Act 1965 or the Commons Act 2006?

None

22.2. Is there any prescribed information about maps and statements, deposited under s.15A of the Commons Act 2006, in the register maintained under s.15B(1) of the Commons Act 2006 or under s.31A of the Highways Act 1980?

None

22.3. If there are any entries, how can copies of the matters registered be obtained and where can the register be inspected?

For any enquiries please write to:
LOCAL LAND CHARGES, LONDON BOROUGH OF BARNET,
BARNET HOUSE, 1255 HIGH ROAD, WHETSTONE, LONDON N20 0EJ

Your attention is drawn to the notes printed in the reply sections on the full CON29 form. The replies herein are furnished after appropriate enquires, and in the belief that they are in accordance with the information at present available to the officers of the Council, but on the distinct understanding that neither the London Borough Council nor any officer of the Council is legally responsible there for, except for negligence.

Signed:



Authorised Officer

Dated: 10 May 2017



Note:

Local Land Charges can supply all copies of documents (such as planning permissions, conservation area, etc) except Building Regulations which you will need to contact Building Control separately. Details of current fees for copies of documentation can be found at the Barnet Local Land Charges website:

<http://www.barnet.gov.uk/local-land-charges-search>

Appendix A - POST CODES THAT WATER COMPANIES DEAL WITH IN BARNET

NW2, NW3 & NW4	THAMES WATER
N10 & N14	THAMES WATER
EN4 & EN5	VEOLIA WATER CENTRAL
N2, N3, N11, N12 & N20	VEOLIA WATER CENTRAL
NW7, NW9 & NW11	VEOLIA WATER CENTRAL
HA8 & HA9	VEOLIA WATER CENTRAL

Contact Details for Thames Water:

Thames Water Property Searches
Clearwater Court
Reading
RG1 8DB

Telephone: 0845 070 9148

Contact Details for Veolia Water Central

Tamblin Way, Hatfield, Herts AL10 9HL
Telephone: 0800 376 5325



TM Property Service Ltd.
743360 Swindon 31

Search address supplied	Land edged red on the plan at Beechwood Avenue, Beechwood Avenue, London, N3 3BB
Your reference	16599266
Our reference	CDWS/CDWS Standard/2017_3561701
Received date	4 May 2017
Search date	5 May 2017

From 1st April 2017, all non-household customers in England will be able to choose their water and sewerage retail services provider. This is due to a change in the law under the Water Act 2014, designed to introduce competition into the water industry.

This change will have an impact on the CommercialDW and will affect the answers to the following questions:

- Is a surface water drainage charge payable?
 - Who bills the property for sewerage services?
 - Who bills the property for water services?
- Question 4.4 will now read - Is there a meter installed at this property?

For further information please visit our website at www.thameswater-propertysearches.co.uk



Thames Water Utilities Ltd
Property Searches, PO Box 3189, Slough SL1 4WW
DX 151280 Slough 13



searches@thameswater.co.uk
www.thameswater-propertysearches.co.uk



0845 070 9148

CON29DW
DRAINAGE AND WATER ENQUIRY



Question	Summary Answer
----------	----------------

Maps, Wayleaves, Easements, Manhole Cover and Invert levels

1.1	Where relevant, please include a copy of an extract from the public sewer map.	Map Provided
1.2	Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided
1.3	Is there a wayleave/easement agreement giving Thames Water the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	No
1.4	On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.	See Details

Drainage

2.1	Does foul water from the property drain to a public sewer?	See Details
2.2	Does surface water from the property drain to a public sewer?	See Details
2.3	Is a surface water drainage charge payable?	See Details
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Yes
2.4.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	See Details
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the 50metres of any buildings within the property?	No
2.6	Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
2.7	Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No
2.8	Is the building which is or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Not At Risk
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	11.29 Kilometres

Water

3.1	Is the property connected to mains water supply?	See Details
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3	Is any water main or service pipe serving or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
3.4	Is the property at risk of receiving low water pressure or flow?	See Details
3.5	What is the classification of the water supply for the property?	See Details
3.6	Please include details of the location of any water meter serving the property.	See Details

Question

Summary Answer

Charging

4.1.1	Who are the sewerage undertakers for the area?	Thames Water
4.1.2	Who are the water undertakers for the area?	Affinity Water
4.2	Who bills the property for sewerage services?	See Details
4.3	Who bills the property for water services?	See Details
4.4	Is there a meter installed at this property?	No
4.5	Are there any trade effluent consents relating to this site/property for disposal of chemically enhanced waste?	No



Search address supplied: Land edged red on the plan at Beechwood Avenue, Beechwood Avenue, London, N3 3BB

Any new owner or occupier will need to contact Thames Water on 0800 316 9800 or log onto our website www.thameswater.co.uk and complete our online form to change the water and drainage services bills to their name.

The following records were searched in compiling this report: - the map of public sewers, the map of waterworks, water and sewer billing records, adoption of public sewer records, building over public sewer records, the register of properties subject to internal foul flooding, the register of properties subject to poor water pressure and the drinking water register. Thames Water Utilities Ltd (TWUL) holds all of these.

TWUL, trading as Property Searches, are responsible in respect of the following:-

- (i) any negligent or incorrect entry in the records searched
- (ii) any negligent or incorrect interpretation of the records searched
- (iii) any negligent or incorrect recording of that interpretation in the search report
- (iv) and compensation payments

Please refer to the attached [Terms & Conditions](#). Customers and clients are asked to note these terms, which govern the basis on which this Commercial Drainage and Water search is supplied.



Thames Water Property Searches is an Executive member of CoPSO (Council of Property Search Organisations).

Maps, Wayleaves, Easements, Manhole Cover and Invert levels

1.1 Where relevant, please include a copy of an extract from the public sewer map.

A copy of an extract of the public sewer map is included, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.

1.2 Where relevant, please include a copy of an extract from the map of waterworks.

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

1.3 Wayleaves & Easements

Is there a wayleave/easement agreement giving Thames Water the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?

No.

1.4 Manhole

On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.

Details of any manhole cover and invert levels applicable to this site are enclosed.

Drainage

2.1 Does foul water from the property drain to a public sewer?

The enquiry appears to relate to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer.

2.2 Does surface water from the property drain to a public sewer?

Records indicate that this enquiry relates to a plot of land or a recently built property. It is recommended that the drainage proposals are checked with the developer. If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System (SuDS). Further information may be available from the Developer.

2.3 Is a surface water drainage charge payable?

This enquiry appears to relate to a plot of land or a recently built property. It is recommended that charging proposals are checked with the developer. If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System (SuDS). Further information may be available from the Developer.

2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundary of the property?

The public sewer map included indicates that there is a public sewer, disposal main or lateral drain within the boundaries of the property. However, from the 1st October 2011 there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property.

2.4.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?

The public sewer map included indicates that there is no public pumping station within the boundaries of the property.

2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of any buildings within the property.

However, from the 1st October 2011 many private sewers were transferred into public ownership and may not be recorded on the public sewer map and it is our professional opinion that if the property is connected to a foul sewer it is likely that there will be a public sewer within 30.48 metres (100 feet) of any buildings within the property.

2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?

The public sewer map included indicates that there is no public pumping station within 50 metres of any buildings within the property.

2.6 Are any sewers or lateral drains serving, or which are proposed to serve, the property the subject of an existing adoption agreement or an application for such an agreement?

Records confirm that Foul sewers serving the development, of which the property forms part are not the subject of an existing adoption agreement or an application for such an agreement.

The Surface Water sewer(s) and/or Surface Water lateral drain(s) are not the subject of an adoption agreement.

2.7 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

2.8 Is the building which is or forms part of the property, at risk of internal flooding due to overloaded public sewers?

The property is not recorded as being at risk of internal flooding due to overloaded public sewers.

From the 1st October 2011 most private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information it is recommended that enquiries are made of the vendor.

2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

The nearest sewage treatment works is Deephams STW which is 11.29 kilometres to the east of the property.

Water

3.1 Is the property connected to mains water supply?

The enquiry appears to relate to a plot of land or a recently built property. It is recommended that the water proposals are checked with the developer.

3.2 Are there any water mains, resource mains or discharge pipes within the boundary of the property?

The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

3.3 Is any water main or service pipe serving, or which is proposed to serve, the property the subject of an existing adoption agreement or an application for such an agreement?

Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

3.4 Is the property at risk of receiving low water pressure or flow?

Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.

3.5 What is the classification of the water supply for the property?

The water supplied to the property has an average water hardness of 124mg/l calcium which is defined as Very Hard by Affinity Water.

3.6 Please include details of the location of any water meter serving the property.

This enquiry appears to relate to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer.

Charging

4.1.1 – Who is responsible for providing the sewerage services for the property?

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the sewerage undertaker for the area.

4.1.2 – Who is responsible for providing the water services for the property?

Affinity Water Ltd, Tamblin Way, Hatfield, AL10 9EZ, is the water undertaker for the area.

4.2 Who bills the property for sewerage services?

If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk

4.3 Who bills the property for water services?

If you wish to know who bills the water services for this property then you will need to contact the current owner. For a list of all potential retailers of water services for the property please visit www.open-water.org.uk

4.4 Is there a meter installed at this property?

Records indicate that there is no meter installed at this property.

4.5 Trade Effluent Consent

Are there any trade effluent consents relating to this site/property for disposal of chemically enhanced waste?

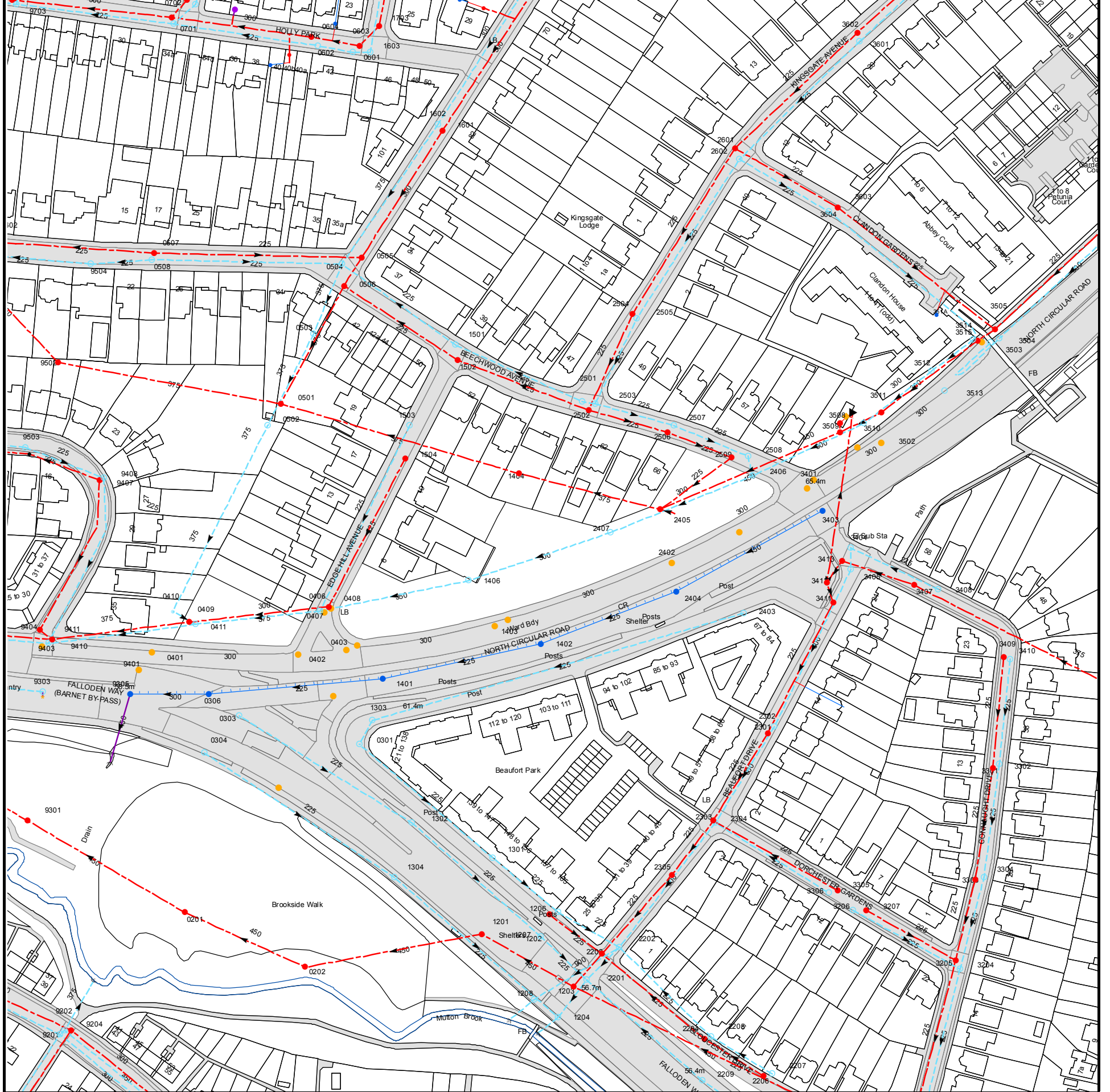
No.

Payment for this Search

A charge will be added to your suppliers account.

Please note that none of the charges made for this report relate to the provision of Ordnance Survey mapping information.

Commercial DW Drainage and Water Enquiry Sewer Map- CDWS/CDWS Standard/2017 3561701



The width of the displayed area is 500m
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map with the Sanction of the controller of H.M. Stationery Office, License no. 100019345 Crown Copyright Reserved.

NB. Levels quoted in metres Ordnance Newlyn Datum. The value -9999.00 indicates no survey information is available.



















Manhole Reference	Manhole Cover Level	Manhole Invert Level
3412	64.04	61.14
3405	64.34	61.08
3413	n/a	n/a
3404	65	61.9
3403	68.35	66.05
2406	.01	n/a
2509	67.11	64.82
2508	66.87	65.01
3509	66.81	64.28
2507	68.76	66.52
3508	67.28	64.29
0407	61.26	57.84
0408	61.52	58.65
0502	.01	n/a
0501	65.02	n/a
0503	.01	n/a
0506	65.72	63
0504	65.62	62.47
0505	65.62	63.06
1504	65.55	62.7
1503	65.91	63.84
1302	57.65	56.31
1501	68.33	66.33
1502	68.38	65.71
1406	.01	n/a
1404	.01	n/a
1402	61.94	60.06
2501	69.44	66.93
2502	69.27	66.31
2503	69.38	66.97
2407	.01	n/a
2504	71.36	68.57
2505	71.33	69.1
2405	.01	n/a
2506	68.72	65.91
2304	58.31	56.15
2303	58.24	55.97
2301	59.95	57.5
2302	60.08	57.01
2403	63.45	61.65
3411	63.17	60.37
2404	63.43	61.43
0301	59.86	57.19
1303	60.47	58.44
1401	60.2	58.52

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.








Sewer Key - Commercial Drainage and Water Enquiry

Public Sewer Types (Operated & Maintained by Thames Water)

-  **Foul:** A sewer designed to convey waste water from domestic and industrial sources to a treatment works.
-  **Surface Water:** A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers or watercourses.
-  **Combined:** A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.
-  Trunk Surface Water
-  Trunk Foul
-  Storm Relief
-  Trunk Combined
-  Vent Pipe
-  Bio-solids (Sludge)
-  Proposed Thames Surface Water Sewer
-  Proposed Thames Water Foul Sewer
-  Gallery
-  Foul Rising Main
-  Surface Water Rising Main
-  Combined Rising Main
-  Sludge Rising Main
-  Proposed Thames Water Rising Main
-  Vacuum





Sewer Fittings

A feature in a sewer that does not affect the flow in the pipe. Example: a vent is a fitting as the function of a vent is to release excess gas.

-  Air Valve
-  Dam Chase
-  Fitting
-  Meter
-  Vent Column




Operational Controls

A feature in a sewer that changes or diverts the flow in the sewer. Example: A hydrobrake limits the flow passing downstream.

-  Control Valve
-  Drop Pipe
-  Ancillary
-  Weir






End Items

End symbols appear at the start or end of a sewer pipe. Examples: an Undefined End at the start of a sewer indicates that Thames Water has no knowledge of the position of the sewer upstream of that symbol, Outfall on a surface water sewer indicates that the pipe discharges into a stream or river.

-  Outfall
-  Undefined End
-  Inlet






Other Symbols

Symbols used on maps which do not fall under other general categories








-  /  Public/Private Pumping Station
-  Change of characteristic indicator (C.O.C.I.)
-  Invert Level
-  Summit

Areas

Lines denoting areas of underground surveys, etc.

-  Agreement
-  Operational Site
-  Chamber
-  Tunnel
-  Conduit Bridge

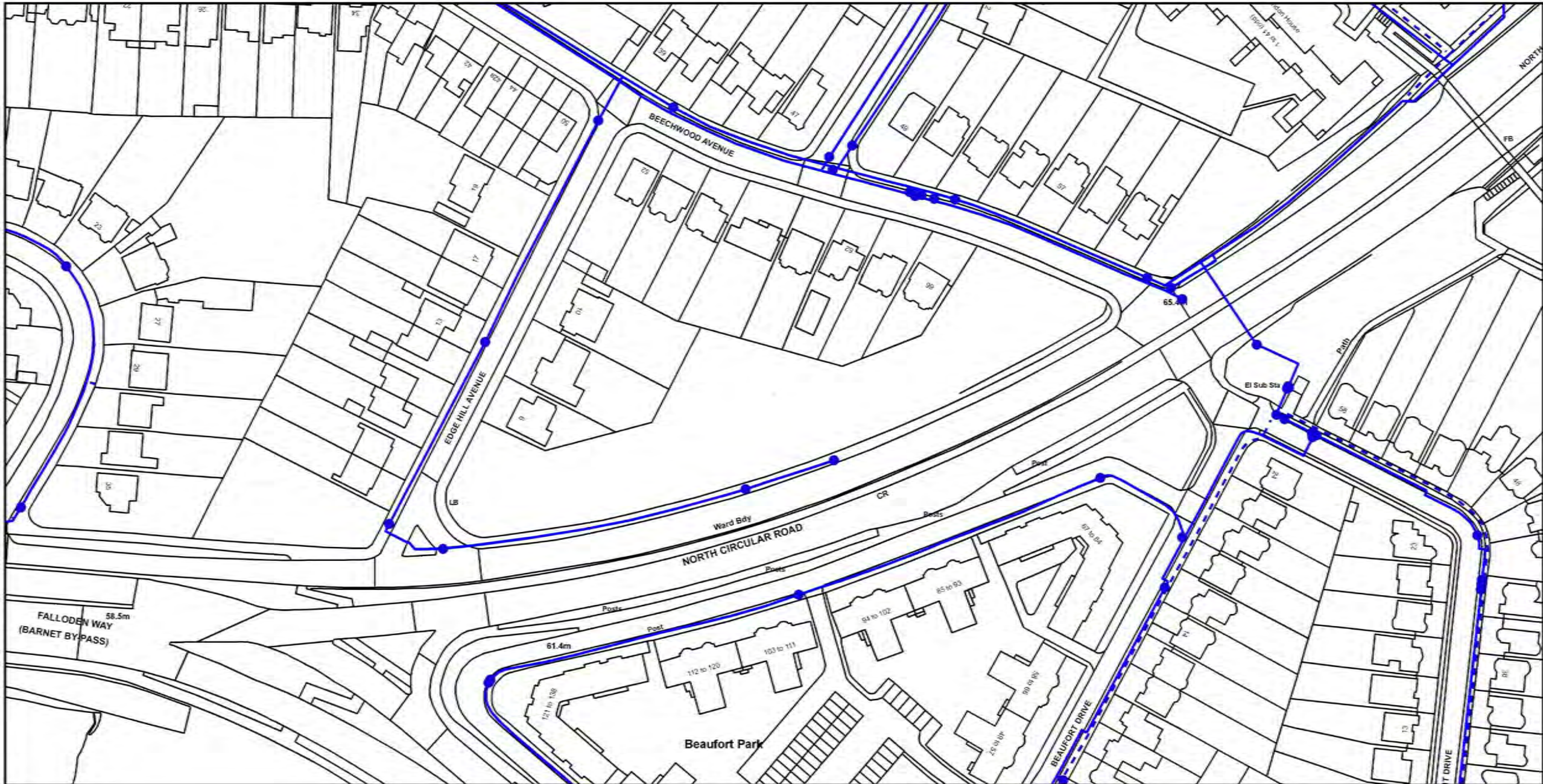
Other Sewer Types (Not Operated or Maintained by Thames Water)

-  Foul Sewer
-  Surface Water Sewer
-  Combined Sewer
-  Gully
-  Culverted Watercourse
-  Proposed
-  Abandoned Sewer

Notes:

- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plans are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate direction of flow.
- 4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.
- 5) 'na' or '0' on a manhole level indicates that data is unavailable.

- 6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology present on the plan, please contact a member of Property Searches on 0118 925 1504.



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It shows water mains and associated apparatus but should not be relied upon as evidence of ownership or evidence of responsibility for maintenance. Privately owned service pipes (which may serve one or more properties) are unlikely to be shown.

The position of Company apparatus shown on this plan is provided for guidance only and the Company accepts no responsibility in the event of inaccuracy

For further information about the contents of this plan, please contact Affinity Water on 0845 7823333 or at the address below.

Affinity Water, Tamblin Way, Hatfield, Hertfordshire, AL10 9EZ. www.affinitywater.co.uk/central
 (c) Affinity Water Limited

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This map is centred upon Ordnance Survey grid reference

525187,189464

 Water Main	 Hydrants, Valves, etc
 Abandoned Water Main	 Borehole, Pumping Facility, etc



1:1166

05/05/2017

For your guidance:

- Thames Water Property Searches Complaints Procedure:
 - Thames Water Property Searches offers a robust complaints procedure. Complaints can be made by telephone, in writing, by email (searches@thameswater.co.uk) or through our website (www.thameswater-propertysearches.co.uk)

As a minimum standard Thames Water Property Searches will:

- endeavour to resolve any contact or complaint at the time of receipt. If this isn't possible, we will advise of timescales;
- investigate and research the matter in detail to identify the issue raised (in some cases third party consultation will be required);
- provide a response to the customer within 10 working days of receipt of the complaint;
- provide compensation, if no response or acknowledgment that we are investigating the case is given within 10 working days of receipt of the complaint;
- keep you informed of the progress and, depending on the scale of investigation required, update with new timescales as necessary;
- provide an amended search, free of charge, if required;
- provide a refund if we find your complaint to be justified; take the necessary action within our power to put things right.

If you want us to liaise with a third party on your behalf, just let us know.

If you are still not satisfied with the outcome provided, we will refer the matter to a Senior Manager, for resolution, who will respond again within 5 working days.

If you remain dissatisfied with our final response you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). Please refer to the final page of the search for further details.

Question 1.1

For your guidance:

- The Water Industry Act 1991 defines Public Sewers as those which Thames Water have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.
- The company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.
- Assets other than public sewers may be shown on the copy extract, for information.

Question 1.2

For your guidance:

- The “water mains” in this context are those, which are vested in and maintainable by the water company under statute.
- Assets other than public water mains may be shown on the plan, for information only.
- Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- If an extract of the public water main record is enclosed, this will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Question 2.1

For your guidance:

- Water companies are not responsible for any private drains that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. These may pass through land outside the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- If foul water does not drain to the public sewerage system, the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.
- An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 2.2

For your guidance:

- Sewerage Undertakers are not responsible for any private drains that connect the property to the public sewerage system, and do not hold details of these.
- The property owner will normally have sole responsibility for private drains serving the property. These private drains may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- In some cases, ‘Sewerage Undertakers’ records do not distinguish between foul and surface water connections to the public sewerage system.
- At the time of privatisation in 1989, Sewerage Undertakers were sold with poorly-kept records of sewerage infrastructure. The records did not always show which properties were connected for surface water drainage purposes. Accordingly, billing records have been used to provide an answer for this element of the drainage and water search.
- Due to the potential inadequacy of ‘Sewerage Undertakers’ infrastructure records with respect to surface water drainage, it is the customer’s responsibility to inform the Sewerage Undertaker that they do not receive the surface water drainage service. If on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk.
- If surface water from the property does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or private connection to a watercourse.
- An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 2.3

For your guidance:

- If surface water from the property drains to a public sewer, then a surface water drainage charge is payable.
- Where a surface water drainage charge is currently included in the property's water and sewerage bill but, on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk.

Question 2.4

For your guidance:

- Thames Water has a statutory right of access to carry out work on its assets. Employees of Thames Water or its contractors may, therefore, need to enter the property to carry out work.
- Please note if the property was constructed after 1st July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the householder.
- The approximate boundary of the property has been determined by reference to the Ordnance Survey Record or the map supplied.
- The presence of a public sewer running within the boundary of the property may restrict further development. The Company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company, or its contractors, needing to enter the property to carry out work.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

Question 2.4.1

For your guidance:

- Private pumping stations installed before 1st July 2011 will be transferred into the ownership of the sewerage undertaker.
- From the 1st October 2016 private pumping stations which serve more than one property have been transferred into public ownership but may not be recorded on the public sewer map.
- The approximate boundary of the property has been determined by reference to the Ordnance Survey Record or the map supplied.
- The presence of a public pumping station within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

Question 2.5

For your guidance:

- This is because there are no buildings from which to measure the distance to any public sewers.
- The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
- The measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

Question 2.5.1

For your guidance:

- Private pumping stations installed before 1st July 2011 will be transferred into the ownership of the sewerage undertaker.
- From the 1st October 2016 private pumping stations which serve more than one property have been transferred into public ownership but may not be recorded on the public sewer map.
- The presence of a public pumping station within 50 metres of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
- The measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

Question 2.6

For your guidance:

- Any sewers and/or lateral drains within the boundary of the property are not the subject of an adoption agreement and remain the responsibility of the householder. Adoptable sewers are normally those situated in the public highway.
- This enquiry is of interest to purchasers who will want to know whether or not the property will be linked to a public sewer.
- Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.
- Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991 and meeting the requirements of 'Sewers for Adoption' 6th Edition.

Question 2.7

For your guidance:

- From the 1st October 2011 most private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.
- Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.

Question 2.8

For your guidance:

- For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- A sewer is “overloaded” when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- “Internal flooding” from public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- “At Risk” properties are those that the water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company’s reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk Register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water Utilities Ltd on Tel: 0800 316 9800 or website www.thameswater.co.uk

Question 2.9

For your guidance:

- The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
- The sewerage undertaker’s records were inspected to determine the nearest sewage treatment works.
- It should be noted that there may be a private sewage treatment works closer than the one detailed above that has not been identified.
- As a responsible utility operator, Thames Water Utilities Ltd seeks to manage the impact of odour from operational sewage works on the surrounding area. This is done in accordance with the Code of Practice on Odour Nuisance from Sewage Treatment Works issued via the Department of Environment, Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments. For more information visit www.thameswater.co.uk

Question 3.1

For your guidance:

- The Company does not keep details of private supplies. The situation should be checked with the current owner of the property.

Question 3.2

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied, the Ordnance Survey Record was used. If the Water undertaker mentioned in Question 4.1.2 is not Thames Water Utilities Ltd the boundary of the property has been determined by the Ordnance Survey.
- The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company, or its contractors, needing to enter the property to carry out work.

Question 3.3

For your guidance:

- This enquiry is of interest to purchasers who will want to know whether or not the property will be linked to the mains water supply.

Question 3.4

For your guidance:

- “Low water pressure” means water pressure below the regulatory reference level, which is the minimum pressure when demand on the system is not abnormal.
- Water Companies are required to include in the Regulatory Register that is presented annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level)
- The reference level of service is a flow of 9 litres/minute at a pressure of 10metres / head on the customer's side of the outside stop valve (osv). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10metres/head on the customers' side of the osv is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or the Institute of Plumbing handbook.
- **Allowable exclusions** The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
- **Abnormal demand:** This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. Companies should exclude from the reported figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.
- **Planned maintenance:** Companies should not report low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded because of planned maintenance are actually caused by maintenance.
- **One-off incidents:** This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.
- **Low-pressure incidents of short duration:** Properties affected by low pressure, which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported figures.
- Please contact your water undertaker mentioned in Question 4.1.2 if you require further information on water pressure.

Question 3.5

For your guidance:

- Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table shows the normal ranges of hardness.

Hardness Category	Calcium (mg/l)	Calcium Carbonate (mg/l)	English Clarke degrees	French degrees	General/ Ger degrees
Soft	0 to 20	0 to 50	0 to 3.5	0 to 5	0 to 2.8
Moderately Soft	21 to 40	51 to 100	3.6 to 7	6 to 10	2.9 to 5.6
Slightly hard	41 to 60	101 to 150	8 to 10.5	11 to 15	5.7 to 8.4
Moderately hard	61 to 80	151 to 200	10.6 to 14	16 to 20	8.5 to 11.2
Hard	81 to 120	201 to 300	15 to 21	21 to 30	11.3 to 16.8
Very hard	Over 120	Over 300	Over 21	Over 30	Over 16.8

- Please contact your water undertaker mentioned in Question 4.1.2 if you require further information on water hardness.

Question 3.6

For your guidance:

- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the current owner if they wish to know who bills the water services for this property. For a list of all potential retailers of water services for the property please visit www.open-water.org.uk.

Question 4.4

For your guidance:

- The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) website is www.ofwat.gov.uk.
- The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
 - Watering the garden other than by hand (this includes the use of sprinklers).
 - Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
 - A bath with a capacity in excess of 230 litres.
 - A reverse osmosis unit
- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the current owner if they wish to know who bills the sewerage and water services for this property. For a list of all potential retailers of sewerage and water services for the property please visit www.open-water.org.uk.

Question 4.5

For your guidance:

- If a Trade effluent consent applies to the premises which are the subject of this search, it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements. The occupier of any trade premises in the area of a sewerage undertaker may discharge any trade effluent proceeding from those premises into the undertaker's public sewers if he does so with the undertaker's consent. If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence.
- Please note any existing consent is dependent on the business being carried out at the property and will not transfer automatically upon change of ownership.
- For further information regarding Trade Effluent consents please contact: Trade Effluent Control, Crossness STW, Belvedere Road, Abbey Wood London SE2 9AQ.

CommercialDW Drainage and Water Enquiry Terms and Conditions

Customer and Clients are asked to note these terms, which govern the basis on which this CommercialDW Drainage & Water Enquiry is supplied

Definitions

'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.

'Company' means a water service company or their data service provider producing the Report.

'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

'Order' means any request completed by the Customer requesting the Report.

'Property' means the address or location supplied by the Customer in the Order.

'Report' means the drainage and/or water report prepared by The Company in respect of the Property.

'Thames Water' means Thames Water Utilities Limited registered in England and Wales under number 2366661 whose registered office is at Clearwater Court, Vastern Road, Reading, Berks, RG1 8DB;

Agreement

1 Thames Water agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client. The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

The Report

2. Whilst Thames Water will use reasonable care and skill in producing the Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-

2.1 The information contained in the Report can change on a regular basis so Thames Water cannot be responsible to the Customer and the Client for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.3 The information contained in the Report is based upon the accuracy, completeness and legibility of the address and other information supplied by the Customer or Client.

2.4 The Report provides information as to the location and connection of existing services and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer and the Client and Thames Water cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of apparatus shown on any maps.

Liability

3 Thames Water shall not be liable to the Client for any failure, defect or non-performance of its obligations arising from any failure of, or defect in any machine, processing system or transmission link or anything beyond Thames Water's reasonable control or the acts or omissions of any party for whom Thames Water are not responsible.

3.1 Where the Customer sells this report to a Client (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) Thames Water shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss or damage whatsoever and the Customer shall indemnify Thames Water in respect of any claim by the Client.

3.2 Where a report is requested for an address falling within a geographical area where Thames Water and another Company separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by Thames Water or the Company as the case may be will remain with Thames Water or the Company as the case may be in respect of the accuracy of the information supplied. Where Thames Water is supplying information which has been provided to it by another Company for the purposes outlined in this agreement Thames Water will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.

3.3 Except in respect of death or personal injury caused by negligence, or as expressly provided in these Terms:

3.3.1 The entire liability of Thames Water or the Company as the case may be in respect of all causes of action arising under or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall not exceed £2,000,000 (two million pounds); and

3.3.2 Thames Water shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss of profit, loss of goodwill, loss of

reputation, loss of business or any indirect, special or consequential loss, damage or other claims, costs or expenses;

Copyright and Confidentiality

4. The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of Thames Water or the Company as the case may be. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided

4.1 The Customer or Client is entitled to make copies of the Report but is not permitted to copy any maps contained in, or attached to the Report

4.2 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.3 The Customer and Client agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by Thames Water, without any set off, deduction or counterclaim.

5.1 Unless payment has been received in advance, Customers shall be invoiced for the agreed fee once their request has been processed. Any such invoice must be paid within 14 days. Where the Customer has an account with Thames Water, payment terms will be as agreed with Thames Water.

5.2 No payment shall be deemed to have been received until Thames Water has received cleared funds.

5.3 If the Customer fails to pay Thames Water any sum due Thames Water shall be entitled but not obliged to charge the Customer interest on the sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Natwest Bank, accruing on a daily basis until payment is made. Thames Water reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 Thames Water reserves the right to increase fees on reasonable prior written notice at any time.

Cancellations or Alterations

6. Once an Order is placed, Thames Water shall not be under any obligation to accept any request to cancel that Order and payment for the Order shall still be due upon completion of the Report. In cases where an error has been made in the original Order (e.g. the Customer has supplied an incorrect address), the Customer will need to place a second Order, detailing the correct information, and shall be liable to pay a second charge in accordance with clause 5 above.

Delivery

7. On receiving your order the reports will be posted to you within 10 working days from receipt.

7.1 Delivery is subject to local post conditions and regulations. All items should arrive within 12 working days, but Thames Water cannot be held responsible should delays be caused by local post conditions, postal strikes or other causes beyond the control of Thames Water.

General

8. If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

8.1 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

8.2 Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report.

These Terms & Conditions are available in larger print for those with impaired vision.

Terms and Conditions

All sales are made in accordance with Thames Water Utilities Limited (TWUL) standard terms and conditions unless previously agreed in writing.

1. All goods remain in the property of TWUL until full payment is received.
2. Provision of service will be in accordance with all legal requirements and published TWUL policies.
3. All invoices are strictly due for payment 14 days from due date of the invoice. Any other terms must be accepted/agreed in writing prior to provision of goods or service, or will be held to be invalid.
4. TWUL does not accept post-dated cheques-any cheques received will be processed for payment on date of receipt.
5. In case of dispute TWUL's terms and conditions shall apply.
6. Penalty interest may be invoked by TWUL in the event of unjustifiable payment delay. Interest charges will be in line with UK Statute Law 'The Late Payment of Commercial Debts (Interest) Act 1998'.
7. Interest will be charged in line with current Court Interest Charges, if legal action is taken.
8. A charge may be made at TWUL's discretion for increased administration costs.

A copy of TWUL's standard terms and conditions are available from the Commercial Billing Team (cashoperations@thameswater.co.uk).

We publish several Codes of Practice including a guaranteed standards scheme. You can obtain copies of these leaflets by calling us on 0800 316 9800.

If you are unhappy with our service you can speak to your original goods or customer service provider. If you are not satisfied with the response, your complaint will be reviewed by the Customer Services Director. You can write to him at: Thames Water Utilities Ltd. PO Box 492, Swindon, SN38 8TU.

If the goods or services covered by this invoice falls under the regulation of the Water Industry Act 1991, and you remain dissatisfied you can refer your complaint to CC Water on 0845 039 2837 (it will cost you the same as a local call) or write to them at 11 Belgrave Road, London SW1V 1RB.

Ways to pay your bill

By Post – Cheque only, made payable to 'Thames Water Utilities Ltd' writing your Thames Water account number on the back. Please fill in the payment slip below and send it with your cheque to Thames Water Utilities Ltd., PO Box 223, Swindon SN38 2TW	By BACS Payment direct to our bank on account number 90478703, sort code 60-00-01 may be made. A remittance advice must be sent to Thames Water Utilities Ltd., PO Box 223, Swindon SN38 2TW. Or fax to 01793 424599 or email: cashoperations@thameswater.co.uk	Telephone Banking By calling your bank and quoting your invoice number and the Thames Water's bank account number 90478703 and sort code 60-00-01	By Swift Transfer You may make your payment via SWIFT by quoting NWBKGB2L together with our bank account number 90478703, sort code 60-00-01 and invoice number
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Thames Water Utilities Ltd Registered in England & Wales No. 2366661 Registered Office Clearwater Court, Vastern Rd, Reading, Berks, RG1 8DB.



Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Thames Water Property Searches, Clearwater Court, Vastern Road, Reading RG1 8DB, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practise and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

Supplied by:



Search Summary

This search is issued for the property described as:

**Land edged red on the plan at
Beechwood Avenue
Beechwood Avenue
London
N3 3BB**

Search reference:

16599269

Date of issue:

22 May 2017

Data Supplied by:

The Highways Department



Information



Contact Details

If you require any assistance please contact our customer service team at:

<http://orders.planval.com/helpdesk/>

-or-

contact your reseller

website:

www.planval.com

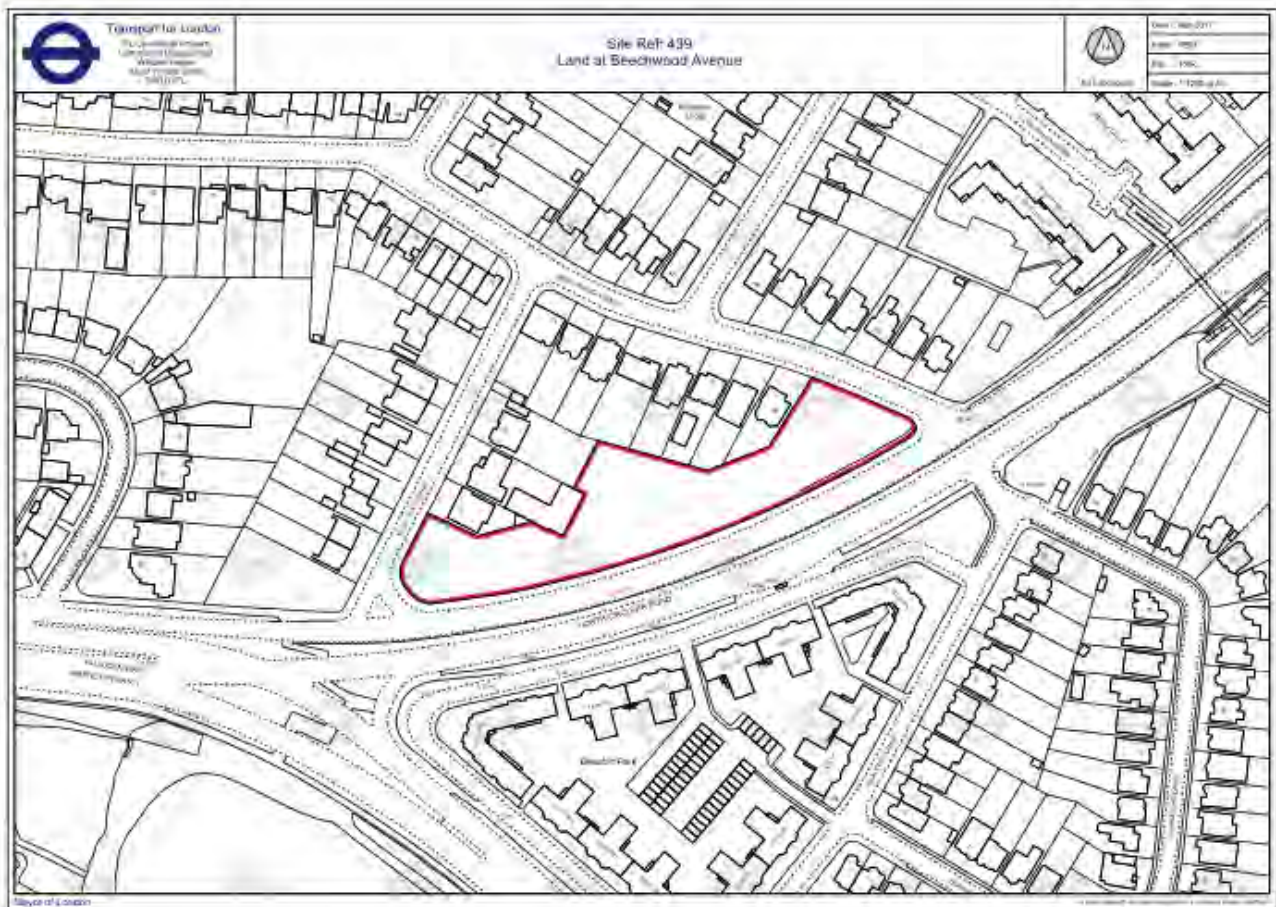
Planval Reference: 202659/306541

Links to PlanVal products with Professional Opinions:



Data Requested

1. Confirmation that the Property immediately abuts onto a publicly maintainable highway and there is no intervening land between the Property and the public highway (if there is, is it within the Property's ownership and what is its status?).
2. Are there any road improvements or widening schemes in the area or any road closure orders affecting roads around the property.
3. Can you confirm that there are no public footpaths on or over the property or nearby the Property and confirm the extent of such?
4. Is there any information available regarding any future improvements or of developments (including bus stops) which may affect traffic flow around the land in question?
5. A copy of your plan showing the extent of the highways and adopted roads in relation to the property and the plan submitted to you.



Highways Development Control
Barnet House
11th Floor
1255 High Road
Barnet
N20 0EJ

SearchesOnline
Harlow Enterprise Hub
Kao Hockham Building
Edinburgh Way
Harlow
Essex
CM20 2NQ

contact: Loide Miguel
tel: 020 8359 3555
e-mail: loide.miguel@barnet.gov.uk
fax: 0870 359 3297
date: 19th May 2017
our reference: DRS/TD/HS/17-0133
your reference: 16599269:202659/306541

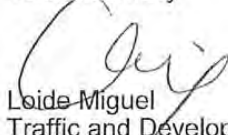
Dear Sirs,

RE: Beechwood Avenue, London, N3 3BB

Thank you for your letter received 10th May 2017 with accompanying cheque for £212 to cover the fee in respect of highway search for the above property. Please find attached a receipt for your records. Listed below are our responses to your letter.

1. I can confirm that the property does immediately abut onto a publicly maintained highway as shown on the attached plan.
2. The property is not affected by any road improvement or widening schemes. I am not aware of pending traffic regulation orders or road closure orders affecting any road in and around the property.
3. I confirm that there are no public footpaths on or over the property as indicated in the plan provided by you.
4. There are currently no improvements or developments which may affect, regulate or restrict the flow of traffic in and around the streets surrounding the property.
5. I am returning a plan on which I have highlighted the extent of publicly maintainable highway adjacent to the property as indicated in the plan provided by you.

Yours faithfully

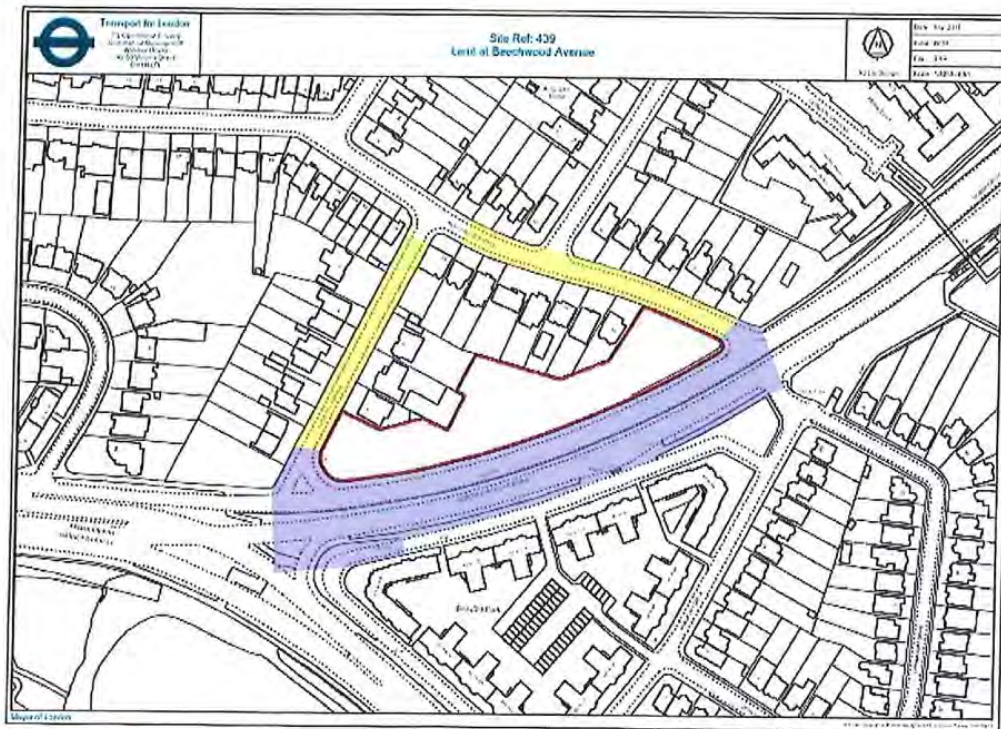


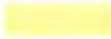

Loide Miguel
Traffic and Development
Development Regulatory Services (DRS)

Enc.

Whilst the Council does not guarantee the accuracy of these replies, they are given in the belief that they are correct. Neither the Council nor its officers accept responsibility for any errors or omissions.

BARNET
LONDON BOROUGH



-  Adopted Highway
-  Maintained by TFL

Terms and Conditions of Use

To see our full terms and conditions, please refer to the following page:

<http://orders.planval.com/publications/terms.pdf>

Development & Regulatory Services Local Land Charges, Barnet House 1255 High Road, Whetstone N20 0EJ	
Register of Local Land Charges Schedule to the Official Certificate of Search	Telephone: 0208 359 5592 Fax: 0871 594 8771

Part 3: Planning Charges (b) Other planning charges			
Description of charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of Registration
The following note applies to dwelling houses only. London Borough of Barnet has confirmed a Direction on 26th May 2016 under article 4(1) of the Town and Country Planning (General Permitted Development) Order 2015. The Direction will apply from 29th May 2016 to the change of use from buildings used as dwelling houses (Use Class C3) to buildings used as small scale houses in multiple occupation (Use Class C4). The effect of the Direction will be that Permitted Development Rights shall not apply to such development and such development shall not be carried out unless planning permission is granted by the Council. For further details please see barnet.gov.uk or call 0208 359 4657. TLC Ref: PT676909	London Borough of Barnet	Local Land Charges, DX 37106 Whetstone	29/05/2016

Part 4: Miscellaneous Charges			
Description of charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of Registration
2 Edge Hill Avenue, N3 Observance of Building Line and Grant of Easement in a Conveyance dated 3rd March 1927.	London Borough of Barnet	Local Land Charges, DX 37106 Whetstone	04/03/1927

Part 4: Miscellaneous Charges			
Description of charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of Registration
Alternate Reference: Covenant Ref: 11778718_Covenant TLC Ref: PF450109			
4 Edge Hill Avenue, N3 Observance of Building Line and Grant of Easement in a Conveyance dated 3rd March 1927. Alternate Reference: Covenant Ref: 11778739_Covenant TLC Ref: PF450110	London Borough of Barnet	Local Land Charges, DX 37106 Whetstone	04/03/1927
70 Beechwood Avenue, N3. Observance of Building Line and Grant of Easement in a Conveyance dated 3rd March 1927. Alternate Reference: Building Line Ref: 11778758_Building Line TLC Ref: PF450111	London Borough of Barnet	Local Land Charges, DX 37106 Whetstone	04/03/1927
68 Beechwood Avenue, N3 Grant of Easement in a Conveyance dated 3rd March 1927. Alternate Reference: Grant of Easement Ref: 11778759_Grant Of Easement TLC Ref: PF450112	London Borough of Barnet	Local Land Charges, DX 37106 Whetstone	04/03/1927
Smoke Control Order No: Finchley No.7 London Borough of Barnet No.7 Finchley Smoke Control (No.7) Order 1962 Issued on: 01/10/1963 Control of Pollution Act 1974 TLC Ref: SC3672	London Borough of Barnet	Local Land Charges, DX 37106 Whetstone	01/10/1963

Signed:



LOCAL LAND CHARGES VAT RECEIPT

VAT Receipt Number: T/17/01791/MM

VAT Receipt Date: 08-May-2017

Applicant: TM Search Choice Ltd
TMM
1200 Delta Business Park,
Swindon
Wiltshire
SN5 7XZ

Search Reference: T/17/01791/MM

Online Reference:

Online Source:

Search Date: 08-May-2017

Search Property: Land to South of 66, Beechwood Avenue
Finchley
London
Barnet
N3 3BA

Description	Amount in £
CON29 Optional	253.80
CON29 Standard (Full)	172.80
LLC1 Full	69.00
Total Net	424.50
Total VAT @ 20%	71.10
Total amount due	495.60

VAT is chargeable on items shown above that are related to the CON29 part of this search.
Other items are exempt for VAT purposes

**REGISTER OF LOCAL LAND CHARGES
OFFICIAL CERTIFICATE OF SEARCH**

Search Reference: T/17/01791/MM
Applicant Reference:
Date: 10-May-2017

Applicant:
TM Search Choice Ltd
743360 Swindon 31
1200 Delta Business Park,
Swindon
Wiltshire
SN5 7XZ

Official Search required in all parts of the Register of Local Land Charges for subsisting registrations against the land described and the plan submitted.

Address:
Land to South of 66, Beechwood Avenue
Finchley
London
Barnet
N3 3BA

Additional Properties:	None
-------------------------------	-------------

It is hereby certified that the search requested above reveals the 6 registrations described in the Schedule(s) hereto up to and including the date of this certificate.

Signed:



On behalf of London Borough of Barnet



Date: 10 May 2017

Your Ref: **YP1042538**
Our Ref: **PSUS-1373257.1**
Date: 08 May 2017

CHRIS KITSON
YORK PLACE COMPANY SERVICES
LOWER GROUND FLOOR
ONE GEORGE YARD
LONDON

EC3V 9DF

[PSUS-1373257.1]



Plant Protection
National Grid
Block 1
Brick Kiln Street
Hinckley
LE10 0NA

Telephone 0800 688588*
Email: plantprotection@nationalgrid.com

Electricity Emergency Number:
0800 40 40 90*
National Gas Emergency Number:
0800 111 999*

*Available 24 hours, 7 days/week.
Calls may be recorded and monitored.
www.nationalgrid.com

F.A.O. Chris Kitson

Dear Sirs,

Re: LAND EDGED RED ON THE PLAN AT BEECHWOOD AVENUE BEECHWOOD AVENUE, LONDON , N3 3BB.

Thank you for your enquiry dated 05 May 2017. Please note this letter and information is only being provided in response to a property search and should not be used when carrying out any construction or excavation works.

An assessment has been carried out with respect to National Grid Gas and Electricity Transmission apparatus.

Based on the information you have provided we have concluded that National Grid infrastructure **is not Affected**. Therefore, the land which is subject of this enquiry is not subject to the provisions of an Easement or Wayleave agreement with regard to National Grid Gas plc's apparatus. However, there may still be rights reserved for apparatus granted to other utility companies. There may also be rights reserved for apparatus granted to other utility companies within the area of interest.

There are no plans attached to this response as there are no National Grid Transmission assets at this location.

IMPORTANT NOTE: This response is for the National Grid transmission gas and National Grid transmission electricity networks ONLY. You SHOULD also obtain information of local gas and electricity distribution networks. Please refer to www.utilitysearch.com

For any other enquiries, particularly regarding carrying out any construction activities, you are required to contact our National Grid Plant Protection team in advance of any work at the following address:

Self Service: www.beforeyoudig.nationalgrid.com

National Grid Plant Protection
National Grid, Block 1
Brick Kiln Street
Hinckley LE10 0NA
0800 688 588
plantprotection@nationalgrid.com



TM Property Searches Ltd, Swindon
DX: 743360
Swindon 31

Fax / E-mail: 0870 741 0426 /
Telephone: 0844 249 9200
Client Ref: 16599263
STL Reference: 2042474
Received Date: 09/05/2017

Property:

Land Edged Red On The Plan At Beechwood Avenue,
Beechwood Avenue, London, N3 3BB

Name and Address of Data Source:

National Grid
Utility Search, PO Box 2122, Horwich, Bolton, BL6 7WS



This search complies with the requirements of the Search Code, further details of which can be found at www.pccb.org.uk.

Complete searches on property, online, on time www.stlgroup.co.uk



STL Group Ltd
Edbrooke House
St Johns Road
Woking
Surrey GU21 7SE

DX: 148060
Woking 12
Tel: 0800 318611
Fax: 0800 317978
Email: info@stlgroup.co.uk



no stone left unturned

Your Ref: **2042474**
Our Ref: **PSUS-1373984.1**
Date: 09 May 2017

STL GROUP
STL GROUP PLC
EDBROOKE HOUSE
ST JOHNS ROAD
WOKING
SURREY
GU21 7SE

[PSUS-1373984.1]



Plant Protection
National Grid
Block 1
Brick Kiln Street
Hinckley
LE10 0NA

Telephone 0800 688588*
Email: plantprotection@nationalgrid.com

Electricity Emergency Number:
0800 40 40 90*
National Gas Emergency Number:
0800 111 999*

*Available 24 hours, 7 days/week.
Calls may be recorded and monitored.
www.cadentgas.com

F.A.O. STL Group

Dear Sirs,

Re: LAND EDGED RED ON THE PLAN AT BEECHWOOD AVENUE, BEECHWOOD AVENUE, LONDON, N3 3BB.

Thank you for your enquiry dated 08 May 2017. Please note this letter and information is only being provided in response to a property search and should not be used when carrying out any construction or excavation works.

An assessment has been carried out with respect to National Grid Gas Distribution Ltd apparatus. Please note that the plan attached does not show the location of domestic or industrial service pipes but they should be anticipated near to buildings or property.

Based on the information you have provided we have concluded that National Grid Gas Distribution Ltd infrastructure is **not Affected**. Therefore, the land which is subject of this enquiry is not subject to the provisions of an Easement or Wayleave agreement with regard to National Grid Gas Distribution Ltd apparatus. However, there may still be rights reserved for apparatus granted to other utility companies

IMPORTANT NOTE: This response is for the National Grid Gas Distribution Ltd networks ONLY. You SHOULD also obtain information of National Grid gas and electricity transmission networks. Please refer to www.utilitysearch.com

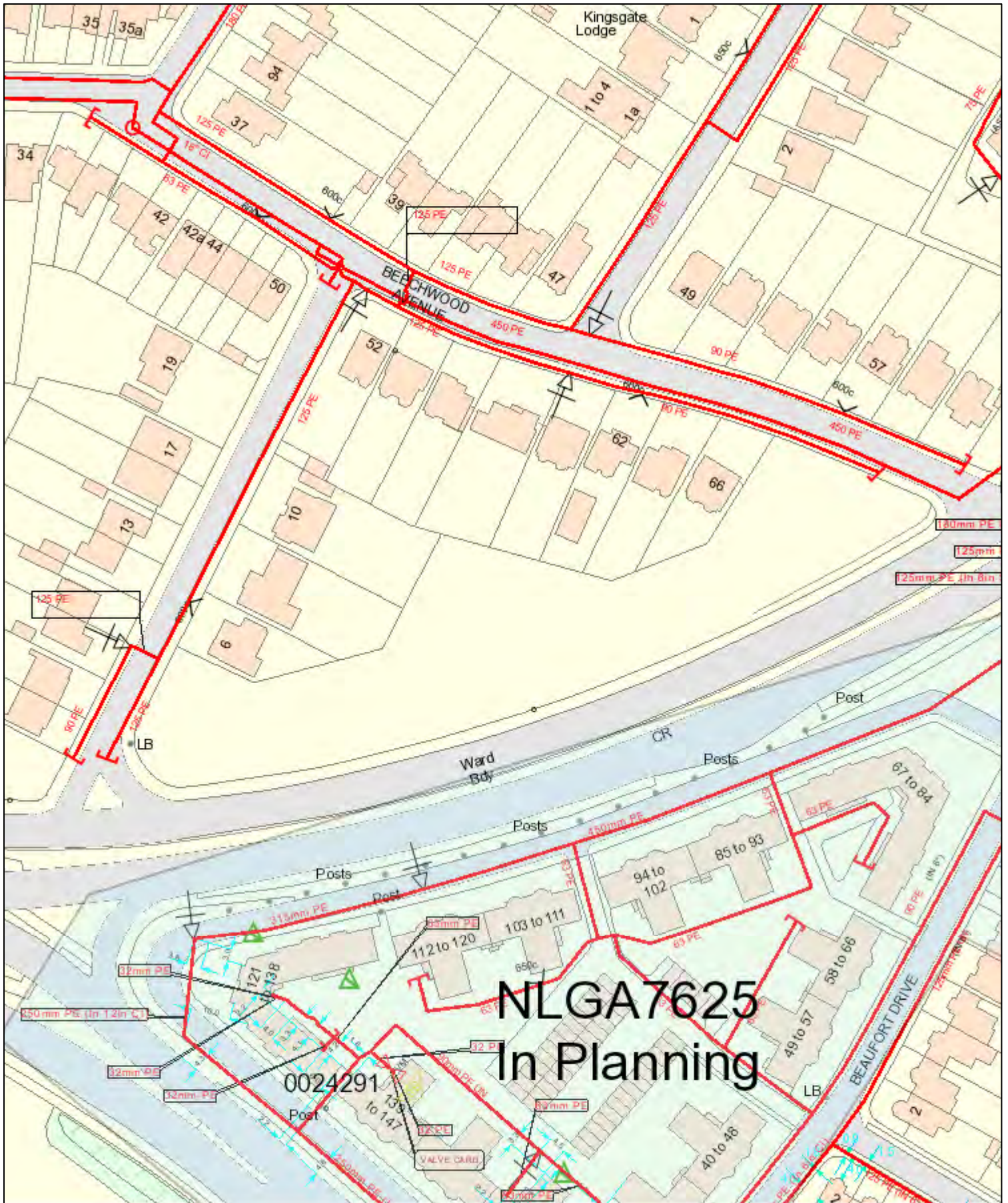
For any other enquiries, particularly regarding carrying out any construction activities, you are required to contact our National Grid Plant Protection team in advance of any work at the following address:

Self Service: www.beforeyoudig.nationalgrid.com

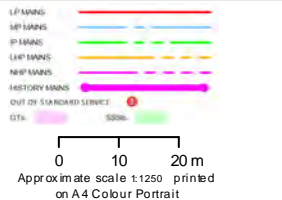
National Grid Plant Protection
National Grid, Block 1
Brick Kiln Street
Hinckley LE10 0NA
0800 688 588
plantprotection@nationalgrid.com

On **1 May 2017** Cadent became the new name for National Grid Gas Distribution. As a business that works 24-7 to keep you safe and warm, we can't stop what we do to change all of our branding at once.

If you see our old name alongside the new, you can trust it's the same professional workforce, keeping gas flowing safely to your home or business.



SCALE: 1:1250
 USER ID: Carly Bower
 DATE: 5/9/2017
 NRSWA RESPONSE
 MAP REF: TQ2589
 CENTRE: 525 180, 189466



This plan shows those pipes owned by Cadent Gas Limited in their role as a Licensed Gas Transporter (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Cadent Gas Limited or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you or near gas apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue.

Cadent



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Mr. Christopher Kitson
York Place
Elizabeth House
13 - 19 Queen Street
Leeds
LS1 2TW

Our Ref: 2017/2254079

Your Ref: YP1042537

10/05/2017

Dear Sir/Madam

LAND EDGED RED ON THE PLAN AT BEECHWOOD AVENUE, LONDON N3 3BB

Thank you for your letter of 05/05/2017 in which you asked if there are any electric lines and/or electrical plant belonging to UK Power Networks (EPN) plc ("UK Power Networks") within land referred to by your enquiry. Unfortunately I have not been able to determine the specific site to which your enquiry relates. I have thus provided records for the land to which I believe your enquiry may refer. If the records provided do not relate to the land to which you had intended to refer please resubmit your enquiry, showing the relevant land edged red on a plan which clearly shows the entirety of the land for which you require copies of our records. It will help me to identify the land to which your enquiry relates if you could also provide me with a copy or page from an A to Z map, showing both the land itself and the area in which it is located.

Subject to the above, I enclose a copy of UK Power Networks record of its electric lines and/or electrical plant at the site. If the records provided do not relate to the land to which you had intended to refer please resubmit your enquiry.

This information is made available to you on the terms set out below.

- 1. UK Power Networks does not warrant that the information provided to you is correct. You rely upon it at your own risk.**
- UK Power Networks does not exclude or limit its liability if it causes the death of any person or causes personal injury to a person where such death or personal injury is caused by its negligence.

3. **Subject to paragraph 2 UK Power Networks has no liability to you in contract, in tort (including negligence), for breach of statutory duty or otherwise how for any loss, damage, costs, claims, demands, or expenses that you or any third party may suffer or incur as a result of using the information provided whether for physical damage to property or for any economic loss (including without limitation loss of profit, loss of opportunity, loss of savings, loss of goodwill, loss of business, loss of use) or any special or consequential loss or damage whatsoever.**
4. The information about UK Power Networks electrical plant and/or electric lines provided to you belongs to and remains the property of UK Power Networks. You must not alter it in any respect.
5. **The information provided to you about the electrical plant and/or electric lines depicted on the plans may NOT be a complete record of such apparatus belonging to UK Power Networks. The information provided relates to electric lines and/or electrical plant belonging to UK Power Networks that it believes to be present but the plans are NOT definitive: other electric lines and/or electrical plant may be present and that may or may not belong to UK Power Networks.**
6. **Other apparatus not belonging to UK Power Networks is not shown on the plan. It is your responsibility to make your own enquiries elsewhere to discover whether apparatus belonging to others is present. It would be prudent to assume that other apparatus is present.**
7. You are responsible for ensuring that the information made available to you is passed to those acting on your behalf and that all such persons are made aware of the contents of this letter.
8. Because the information provided to you may **NOT** be accurate, you are recommended to ascertain the presence of UK Power Networks electric lines and/or electrical plant by the digging of trial holes. **Trial holes should be dug by hand only.**

Excavations must be carried out in line with the Health and Safety Executive guidance document HSG 47. We will not undertake this work. A copy of HSG 47 can be obtained from the Health and Safety Executives website.

All electric lines discovered must be considered LIVE and DANGEROUS at all times and must not be cut, resited, suspended, bent or interfered with unless specially authorised by UK Power Networks.

The electric line and electrical plant belonging to UK Power Networks remains so even when made dead and abandoned and any such electric line and/or electrical plant exposed shall be reported to UK Power Networks.

Where your works are likely to affect our electric lines and/or electrical plant an estimate of the price of any protective /diversionary works can be prepared by UK Power Networks Branch at Metropolitan House, Darkes Lane, Potters Bar, Herts. , EN6 1AG, telephone no. 0845 2340040

- 9 **Any work near to any overhead electric lines must be carried out by you in accordance with the Health and Safety Executive guidance document GS6 and the Electricity at Work Regulations.**

The GS6 Recommendations may be purchased from HSE Books or downloaded from the Energy Networks Association's website.

If given a reasonable period of prior notice UK Power Networks will attend on site without charge to advise how and where “goal posts” should be erected. If you wish to avail yourself of this service, in the first instance please telephone: 0845 6014516 between 08:30 and 17:00 Monday to Friday, Public and bank holidays excepted.

10. You are responsible for the security of the information provided to you. It must not be given, sold or made available upon payment of a fee to a third party.
11. If in carrying out work on land in, on, under or over which is installed an electric line and/or electrical plant that belongs to UK Power Networks you and/or anyone working on your behalf damages (however slightly) that apparatus you must inform immediately UK Power Networks by telephone at the number below providing:
- your name, address and telephone number; and
 - the date, time and place at which such damage was caused; and
 - a description of the electric line and/or electrical plant to which damage was caused; and
 - the name of the person whom it appears to you is responsible for that damage; and
 - the nature of the damage

In the South East of England 0800 0963766 (24 Hours).

In the East of England or London 0800 780078 (24 Hours).

12. The expression “UK Power Networks” includes UK Power Networks (EPN) plc, UK Power Networks (LPN) plc, UK Power Networks (SEPN) plc, UK Power Networks and any of their successors and predecessors in title.

IF YOU DO **NOT** ACCEPT AND/OR **DO NOT** UNDERSTAND THE TERMS OF USE SET OUT IN PARAGRAPHS 1 TO 12 INCLUSIVE ABOVE YOU MUST NOT USE THE PLANS AND RETURN THEM TO ME.

I would remind you that work adjacent to electric lines and/or electrical plant represents a serious risk to health and safety and as such should feature amongst the items you have assessed in your workplace risk assessment and method statement.

The enclosed plans normally only show the mains electricity cables. Service cables are not usually shown in the East of England. A service cable is the cable that takes the electricity from the mains cable to your property and ends at the main fuse close to the meter.

I shall be pleased to supply you with further assistance if you require it.

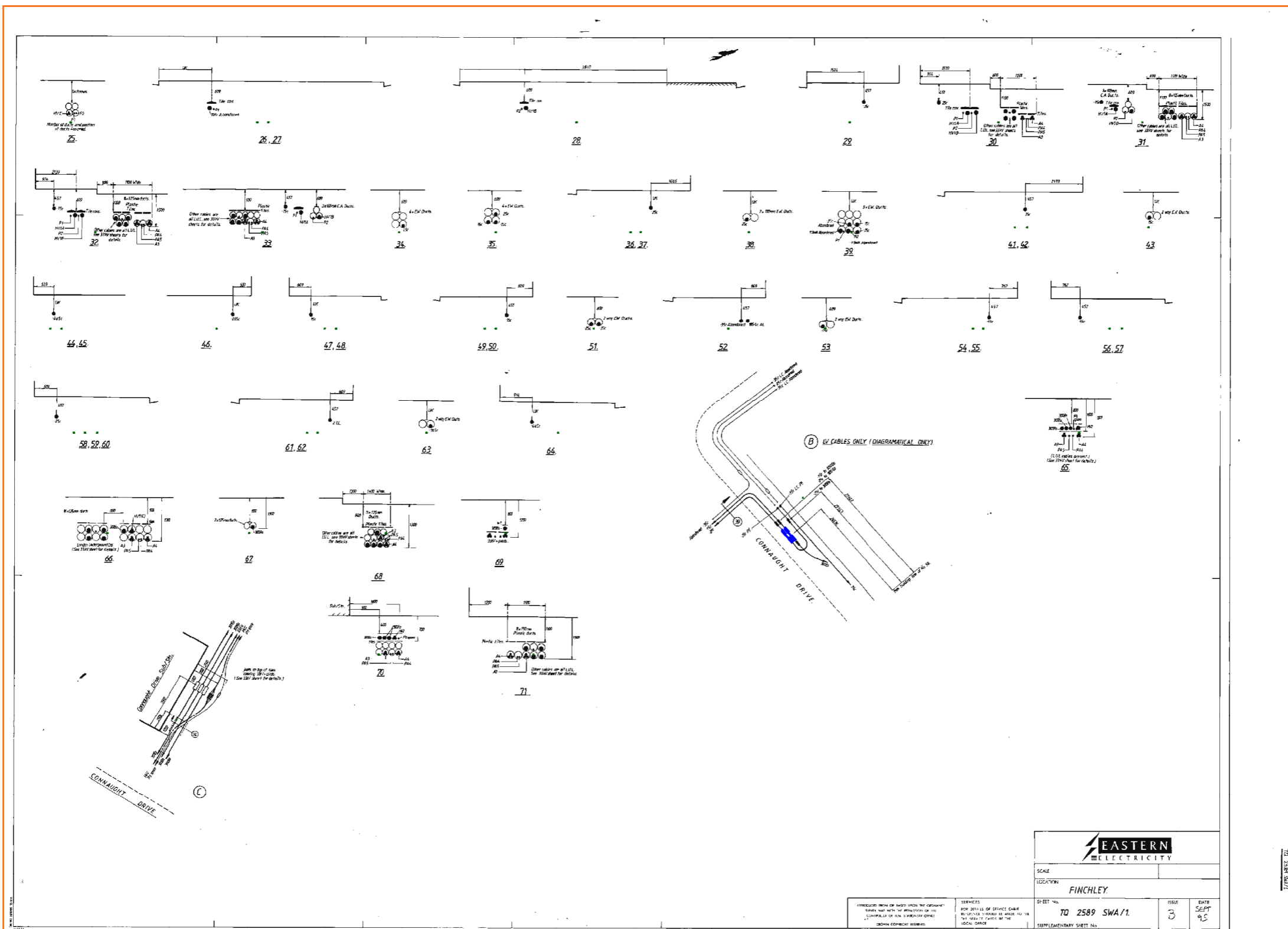
Yours sincerely



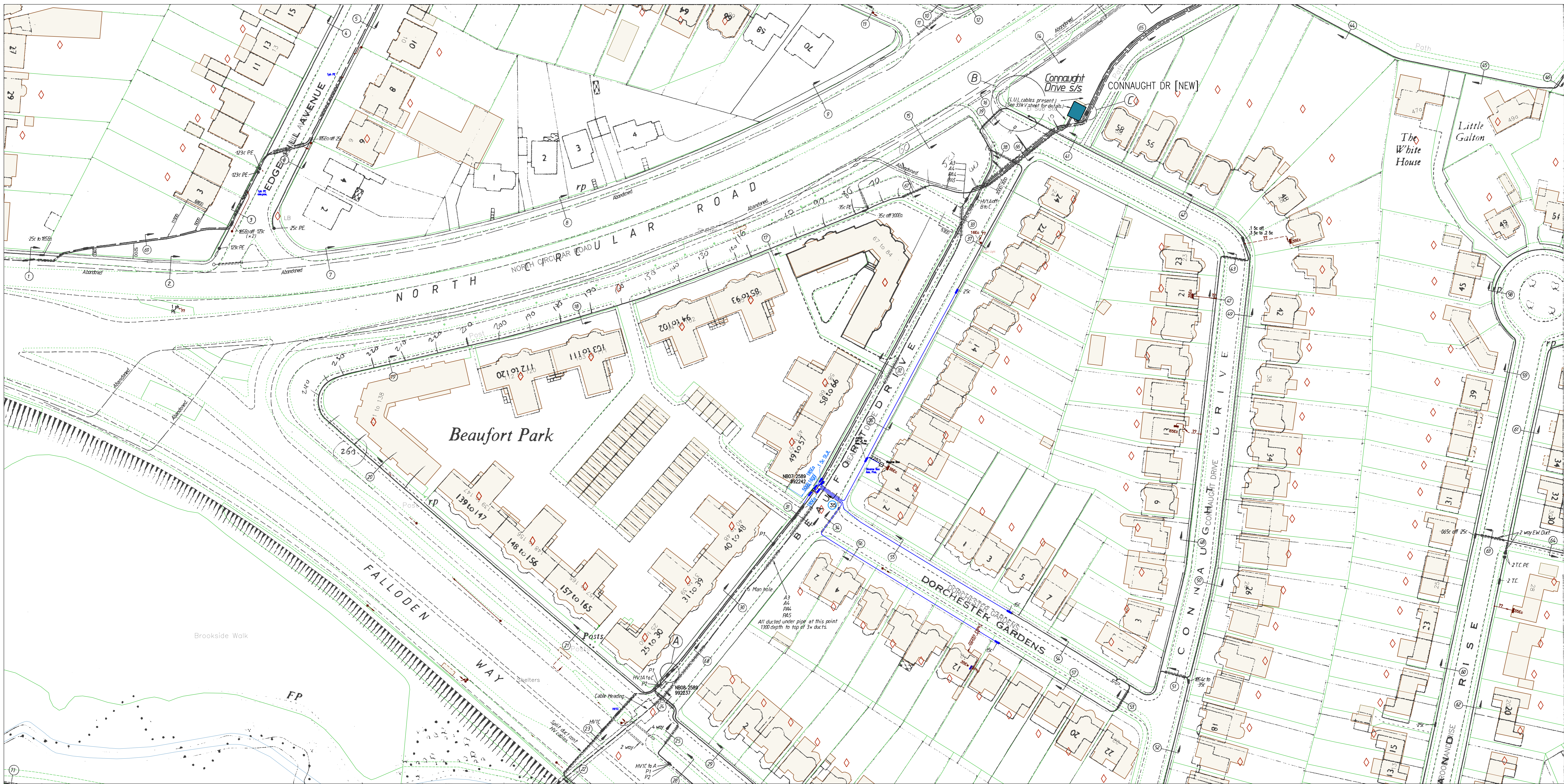
Tracy Gilbert – Telephone: 0800 0565 866
Plan Provision

UK Power Networks, Plan Provision, Fore Hamlet, Ipswich, IP3 8AA. Tel: 0800 0565866. Fax: 0870 1963782.

UK Power Networks Registered in England and Wales Registered No 7290590.
Registered office: Newington House, 237 Southwark Bridge Road London, SE1 6NP.



See Supplementa
TQ2589SW
for Cross-Section



Plotted On : 10/05/2017

Plotted By : Tracy Gilbert

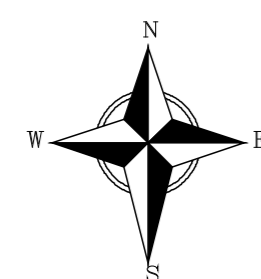
Plot Description: LAND EDGED RED ON THE PLAN AT BEECHWOOD AVENUE, LONDON N3 3BB

2017/2254079/ug_mains

Map Centre : TQ2589SW



UK Power Networks
Plan Provision
Fore Hamlet
IPSWICH
Suffolk
IP3 8AA
Tel 0800 0565 866
Fax 08701 963782



For details of the symbology please refer to <http://www.ukpowernetworks.co.uk/safety-emergencies/in-the-workplace/understanding-safety-symbols.shtml>

PRIMARY CABLES
EXTRA HIGH VOLTAGE CABLES (EHV) 22,000 TO 132,000 Volts

Depth normally 750mm cover in carriageway & 600mm cover in footway.

Before digging within one metre of these cable routes Telephone 0800 056 5866 in order that the Company's apparatus may be located on site and any necessary protection works agreed.

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3. Subject to paragraph 2, UK Power Networks Ltd has no liability to you in contract, in tort (including negligence), for breach of statutory duty or otherwise howsoever for any loss, damage, costs, claims, demands or expenses that you or any third party may suffer or incur as a result of using the information provided whether for physical damage to property or for any economic loss (including without limitation loss of profit, loss of opportunity, loss of savings, loss of goodwill, loss of business, loss of use) or any special or consequential loss or damage whatsoever.

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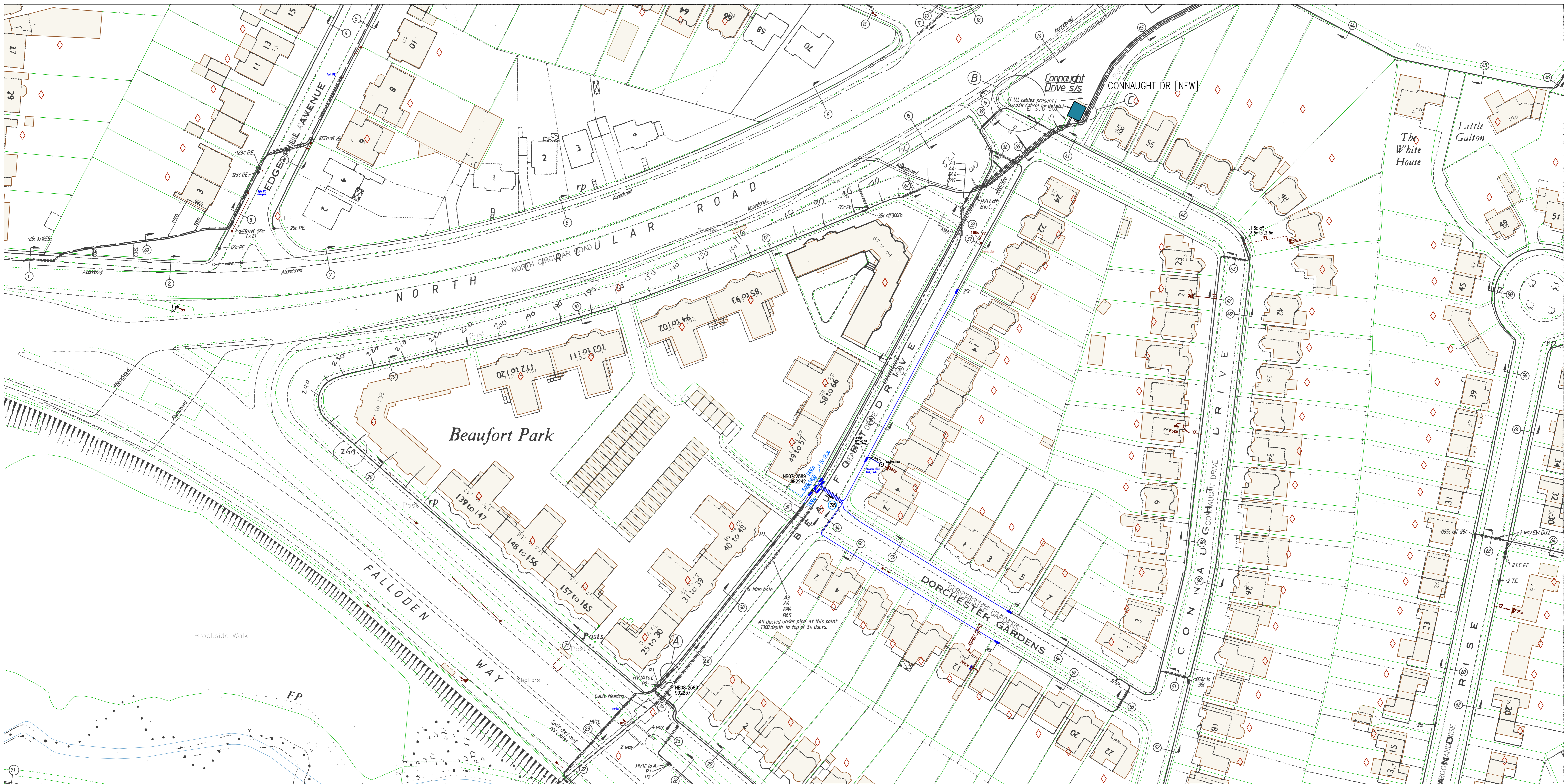
ADVICE TO CONTRACTORS ON AVOIDING DANGER FROM BURIED ELECTRICITY CABLES.

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- 4) Do not use a mechanical excavator within 0.5m of electricity cables.
- 5) Use spades and shovels in preference to other tools.
- 6) Never disturb electricity cables and joints or their protective covers.

IF IN DOUBT – ASK! PHONE 0800 056 5866
EMERGENCY – If you damage a cable or line
Phone 0800 780 0780 (24hrs) URGENTLY

These basic safety precautions are explained in detail in the HSE booklet, HS(G)47 – Avoiding Danger from Underground Services, a copy of which may be obtained from your supervisor or HMSO.

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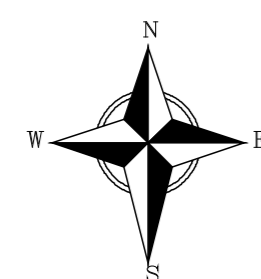
Plot Description: LAND EDGED RED ON THE PLAN AT BEECHWOOD AVENUE, LONDON N3 3BB

2017/2254079/33_mains

Map Centre : TQ2589SW



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IPSWICH
Suffolk
IP3 8AA
Tel 0800 0565 866
Fax 08701 963782



For details of the symbology please refer to <http://www.ukpowernetworks.co.uk/safety-emergencies/in-the-workplace/understanding-safety-symbols.shtml>

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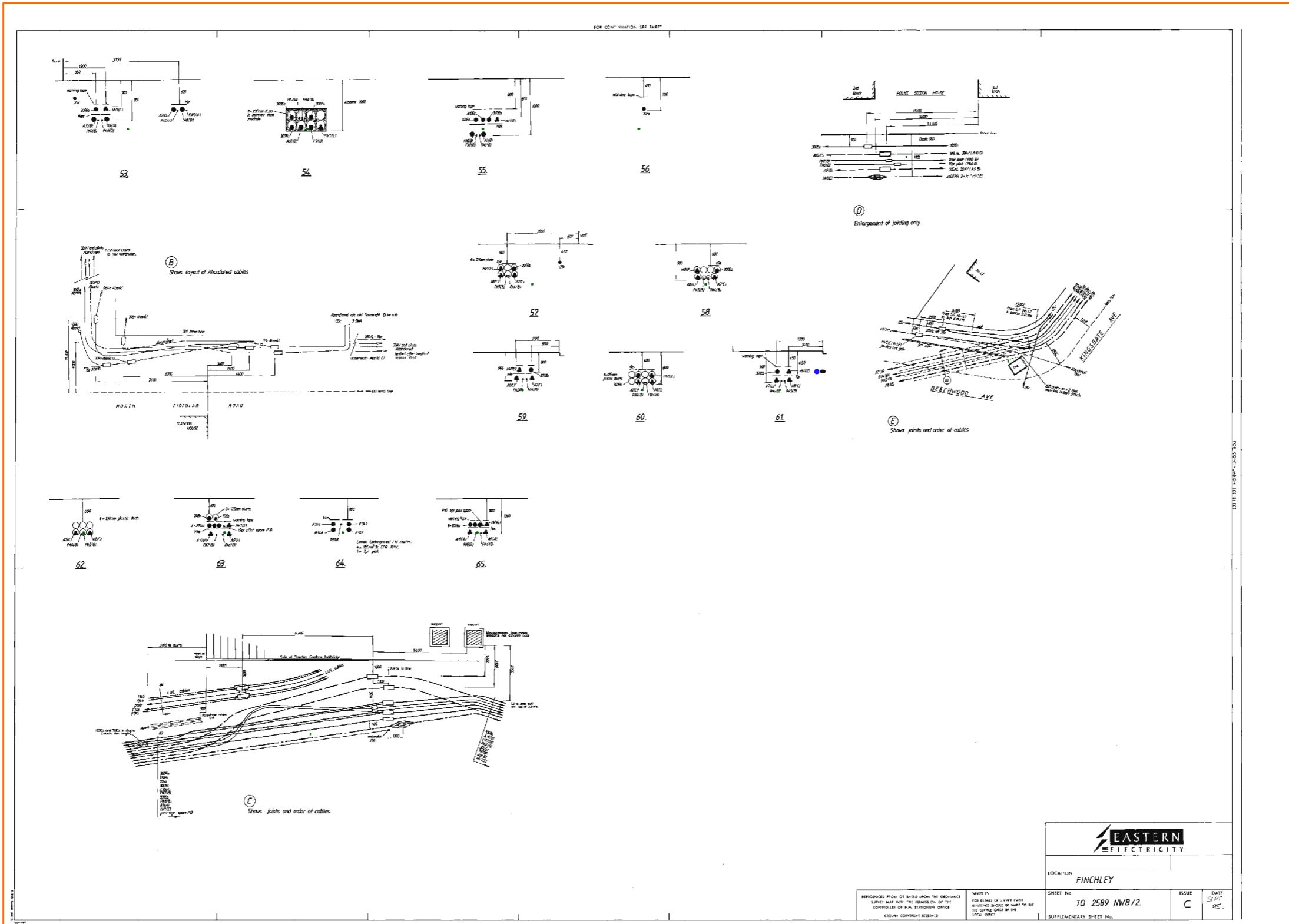
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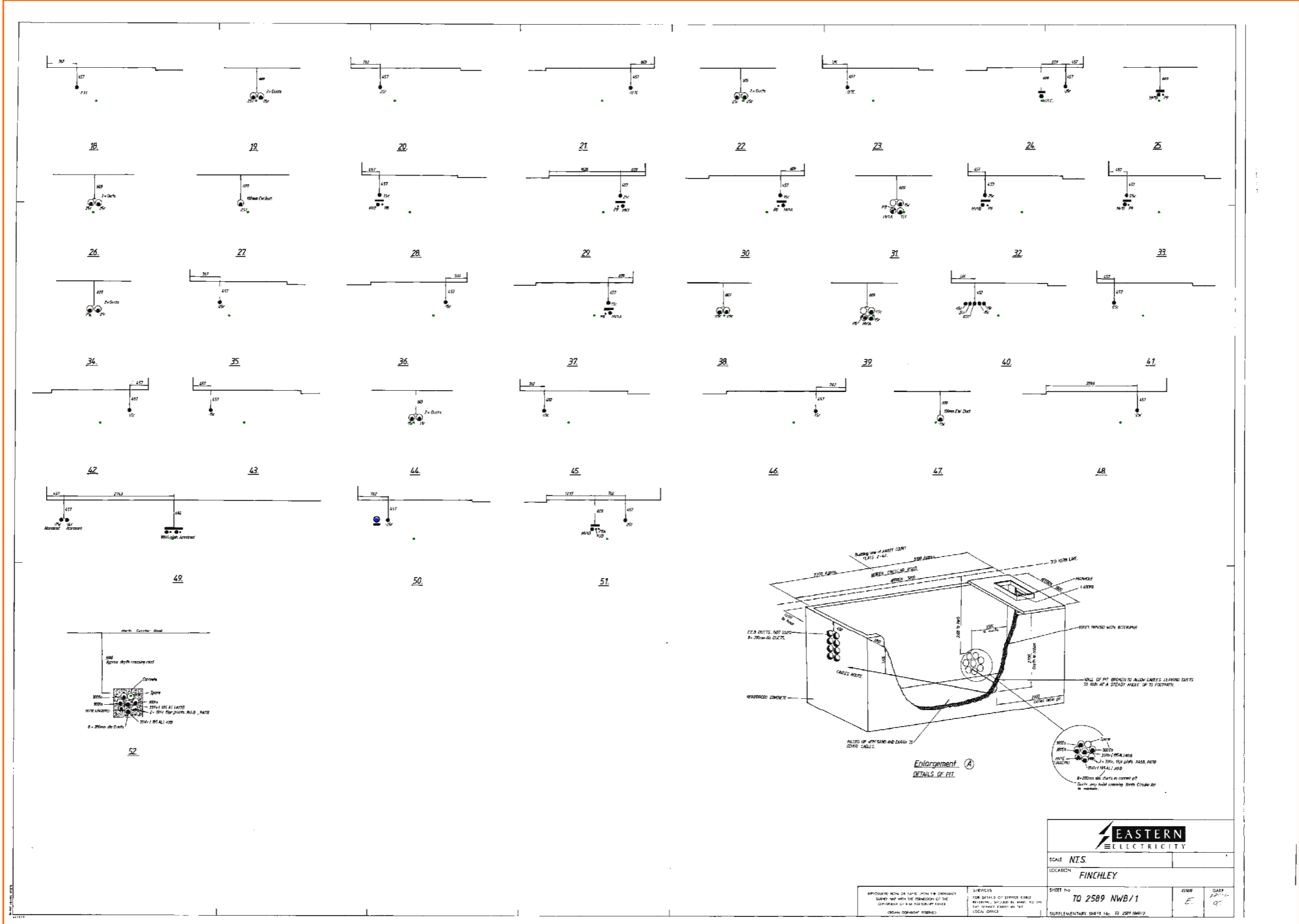
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S2



EASTERN ELECTRICITY			
LOCATION FINCHLEY			
REPRODUCED FROM OR BASED UPON THE ORIGINATOR'S SUPPLY MAP WITH THE PERMISSION OF THE CONTROLLER OF P.A. STATIONERY OFFICE CROWN COPYRIGHT RESERVED	SAPPHIRE FOR DETAILS OF LIVERY CASES REFERENCE SHOULD BE MADE TO THE LOCAL OFFICE	SHEET No. TQ 2589 NWB/2	ISSUE C DATE 15/05/17
SUPPLEMENTARY SHEET No.			

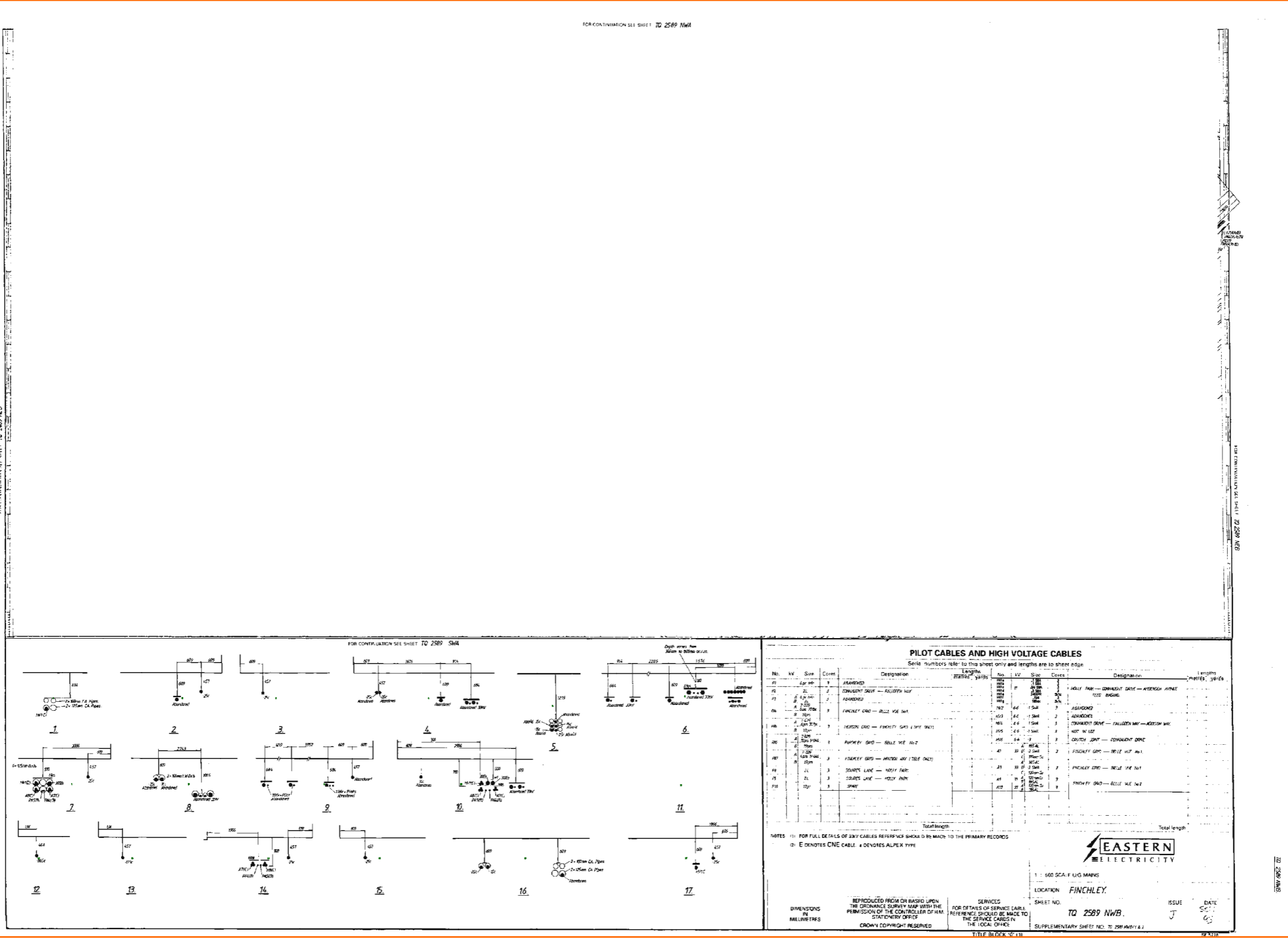


TQ 2589 NWB

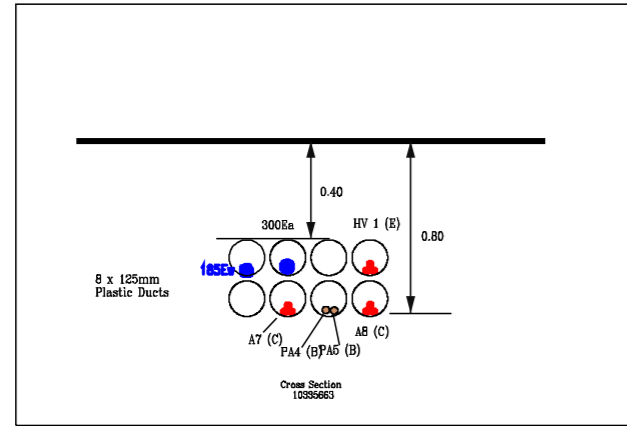
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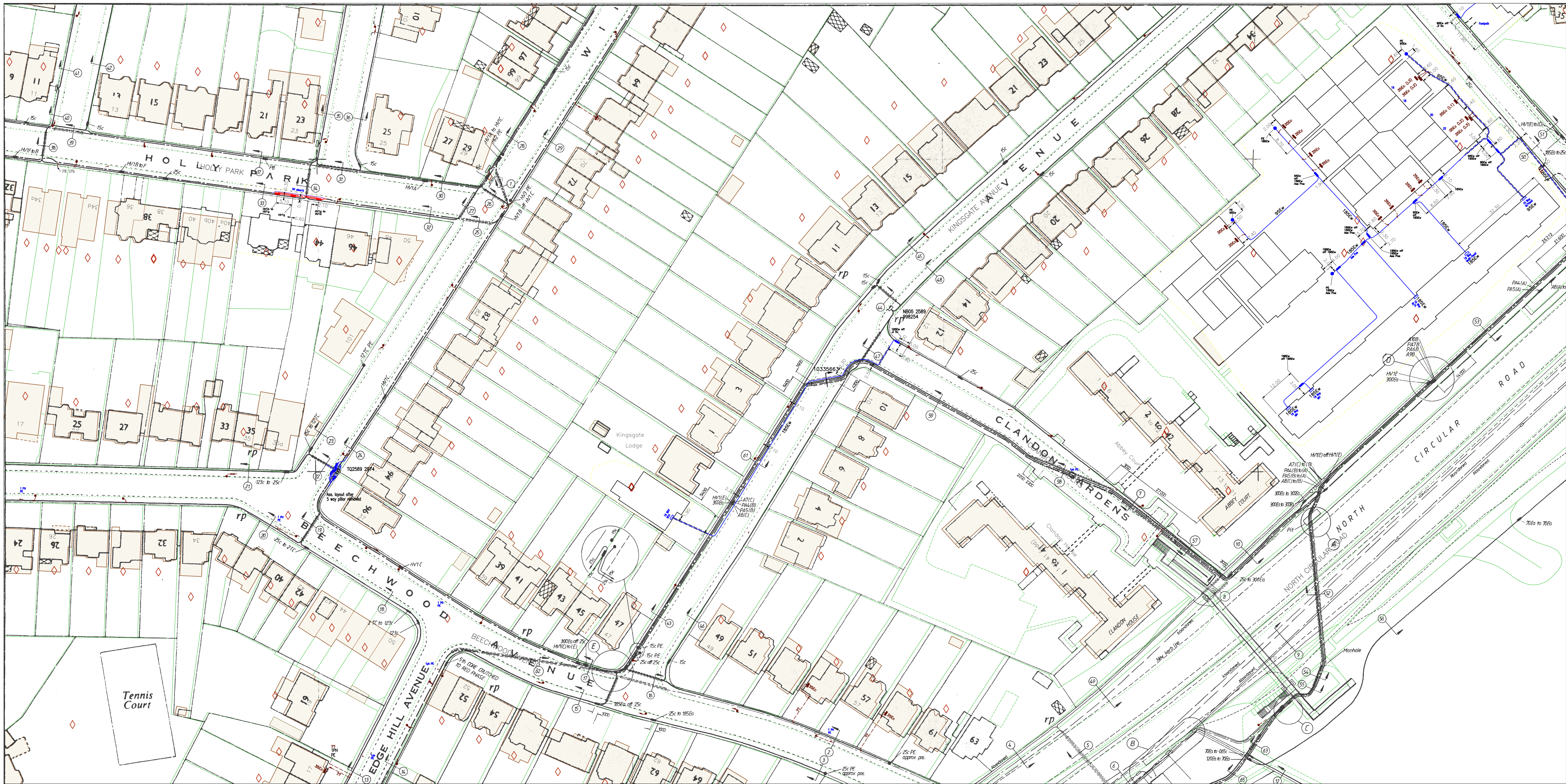
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FOR CONTINUATION SEE SHEET TQ 2589 NW4



Cross Section (10335663)





Plotted On : 10/05/2017

Plotted By : Tracy Gilbert

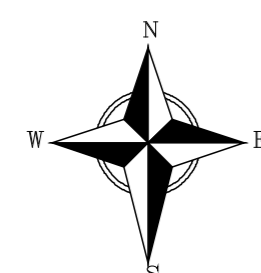
Plot Description: LAND EDGED RED ON THE PLAN AT BEECHWOOD AVENUE, LONDON N3 3BB

2017/2254079/ug_mains

Map Centre : TQ2589NW



UK Power Networks
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For details of the symbology please refer to <http://www.ukpowernetworks.co.uk/safety-emergencies/in-the-workplace/understanding-safety-symbols.shtml>

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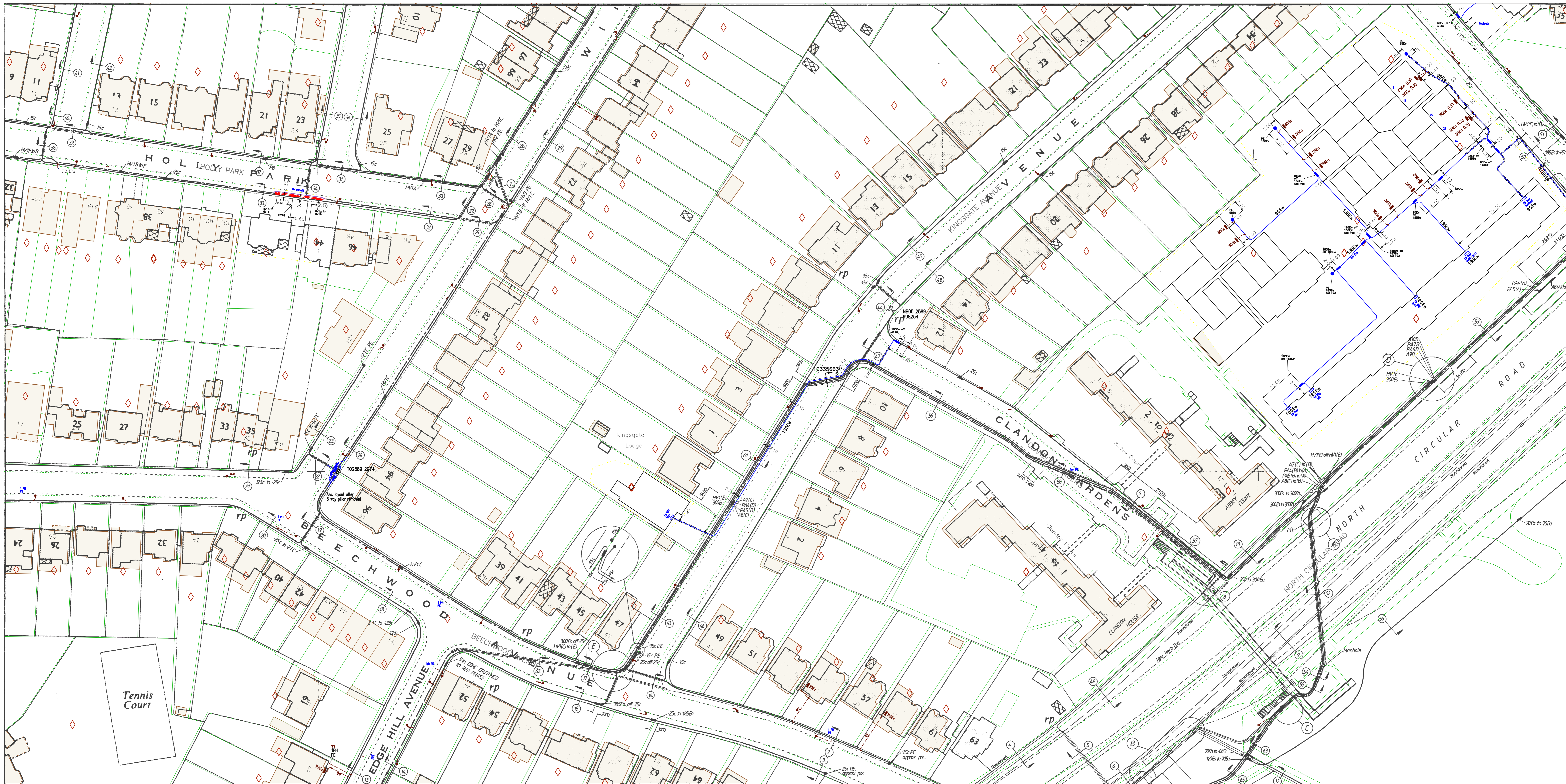
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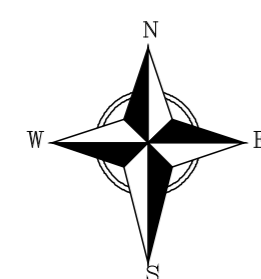
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Map Centre : TQ2589NW



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2. UK Power Networks Ltd does not exclude or limit its liability if it causes the death of a person or causes personal injury to a person where such death or personal injury is caused by its negligence.
3. Subject to paragraph 2, UK Power Networks Ltd has no liability to you in contract, in tort (including negligence), for breach of statutory duty or otherwise howsoever for any loss, damage, costs, claims, demands or expenses that you or any third party may suffer or incur as a result of using the information provided whether for physical damage to property or for any economic loss (including without limitation loss of profit, loss of opportunity, loss of savings, loss of goodwill, loss of business, loss of use) or any special or consequential loss or damage whatsoever.

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ADVICE TO CONTRACTORS ON AVOIDING DANGER FROM BURIED ELECTRICITY CABLES.

- 1) Do have cable drawings with you on site and check them before you start the excavation.
- 2) Do have a cable locator tool on site and use it to help you.
- 3) Mark out the location of electricity cables.
- 4) Do not use a mechanical excavator within 0.5m of electricity cables.
- 5) Use spades and shovels in preference to other tools.
- 6) Never disturb electricity cables and joints or their protective covers.

IF IN DOUBT – ASK! PHONE 0800 056 5866
EMERGENCY – If you damage a cable or line
Phone 0800 780 0780 (24hrs) URGENTLY

These basic safety precautions are explained in detail in the HSE booklet, HS(G)47 – Avoiding Danger from Underground Services, a copy of which may be obtained from your supervisor or HMSO.

Please be aware that electric lines belonging to other owners of licensed electricity distribution systems may be present and it is your responsibility to identify their location.

The electronic official certificate of result in respect of your search of the index map follows this message.

Please note that this electronic version is the only certificate of result we will issue. No postal certificate of result will be sent.

Certificate Date: 08 May 2017
Certificate Time: 00:00:01
Certificate Ref: 21/K93XYLB

Property	Land edged red on the plan attached to the application and described in form SIM as LAND EDGED RED AT BEECHWOOD AVENUE, BEECHWOOD AVENUE, LONDON, N3 3BB.
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The index map does not define the extent of the land in any registered title. This reflects the fact that the boundary of a registered estate as shown for the purposes of the register is a general boundary, unless shown as determined under section 60 of the Land Registration Act 2002. You might also wish to refer to the individual register and title plan of any adjoining titles for details of the surrounding registered estates and their general boundaries and/or determined boundaries.

Result

The index map has been searched in respect of the Property with the following result:

Plan reference	Title No.	Registered Estate or Caution	Notes
Not Applicable	AGL71000	Freehold	

The plan lodged with your application for a search of the index map has been accepted for this application. Any statement of disclaimer has been disregarded as it is assumed that it was not intended to apply for the purposes of the application.

Please note that the acceptance of the plan for this particular application does not necessarily mean that the same plan would be accepted if subsequently used for another application. All plans lodged with a Land Registry application should comply with the guidelines in Land Registry's Practice Guide 40, Supplement 2. Lodging a plan which does not comply with the guidelines may result in requisitions being raised, (such as a request to delete a statement of disclaimer) or the application being cancelled.

Continued on Page 2

Your Reference: TFL/043574.00001	Key Number: 8716711	For any enquiries concerning this certificate, please contact:
DENTONS UKMEA LLP DX242 London		Customer Support: email customersupport@landregistry.gov.uk telephone 0300 006 0411 (lines open Monday to Friday 8am until 6pm)
A £4.00 fee will be debited to the account quoted.		

Certificate Date: 08 May 2017
Certificate Time: 00:00:01
Certificate Ref: 21/K93XYLB

No other registered estate, caution against first registration, application for first registration or application for a caution against first registration is shown on the index map in relation to the Property.

++++The following message is for information only and does NOT form part of the result of the search++++ Business e-Services (portal) Users can also take advantage of MapSearch, a Free service allowing customers to search an online map to establish if land and property is registered or not, and obtain title numbers.

For further information about:

SIMs - see Practice Guide 10 - Official searches of the Index Map.

How to obtain official copies - see Practice Guide 11 - Inspection and applications for official copies.

Plan requirements for registration - see Practice Guide 40 - Land Registry plans - (www.gov.uk/land-registry).

Ordnance Survey map products - (www.ordnancesurvey.co.uk).

END OF RESULT

The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number AGL71000

Edition date 27.04.2017

- This official copy shows the entries on the register of title on 08 MAY 2017 at 11:28:22.
- 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 08 May 2017.
- 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, Wales Office.

A: Property Register

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

BARNET

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the north of the North Circular Road, Finchley.
- 2 The Conveyance dated 17 February 1930 referred to in the Charges Register contains the following provision:-

IT IS hereby further declared that the Purchasers and their successors in title shall not be entitled to any right of access of light or air to the buildings to be erected on the land hereby conveyed which would restrict or interfere with the free user of adjoining or neighbouring land for building purposes.
- 3 The land edged and numbered 2 in blue on the title plan has the benefit of the rights reserved by a Transfer of 6 Edge Hill Avenue dated 1 April 1998 made between (1) The Secretary of State for the Environment Transport and the Regions and (2) Agnes Brogan.

NOTE: Copy filed under NGL760745.
- 4 The land edged and numbered 2 in blue on the title plan has the benefit of the following rights reserved by a Transfer of 8 Edge Hill Avenue dated 21 July 1998 made between (1) Secretary of State For The Environment Transport and The Regions and (2) Yosef Mansouri and Gitty Knodabaksh:-

RESERVING out of this Transfer for the benefit of the retained land and the estate owner or owners for the time being of the retained land and the occupiers thereof the cables wires pipes drains and channels (if any) in or over the property and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same.

NOTE:- Part of the land edged and numbered 2 in blue on the title plan forms part of the "retained land" referred to.

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 PROPRIETOR: TRANSPORT FOR LONDON care of The Property Asset Register Manager, Windsor House, 42-50 Victoria Street, London SW1H 0TL.

C: Charges Register

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

- 1 The land edged and numbered 1 in blue on the title plan is subject so far as affected thereby to the easements or rights of the Finchley Urban District Council in respect of the public sewer the position whereof is approximately shown by a blue broken line on the title plan.
- 2 A Conveyance of the land edged and numbered 1 in blue on the title plan and other land dated 17 February 1930 made between (1) Edward Cooper Arden (Vendor) and (2) Alfred Bolton and John Norris (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land edged and numbered 2 in blue on the title plan and other land dated 10 March 1930 made between (1) Edward Cooper Arden (Vendor) and (2) Percival James Preston (Purchaser) contains restrictive covenants.

NOTE: Particulars of covenants filed under Title No. MX139275.
- 4 A Conveyance of the land edged and numbered 3 in blue on the title plan and other land dated 26 March 1931 made between (1) Edward Cooper Arden (Vendor) and (2) Alfred Bolton and John Norris (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 February 1930 referred to in the Charges Register:-

"The Purchasers for themselves and their successors in title and to the intent and so that the covenant hereinafter contained shall be binding upon the land hereby conveyed into whosoever hands the same shall come but not so as to render the Purchasers liable for any damages for any breach thereof accruing after the Purchasers shall have parted with all interest in the said land hereby covenant with the Vendor his successors in title that they the Purchasers and their successors in title will at all times henceforth duly observe perform fulfil and keep all and singular the restrictions stipulations and conditions set forth in the Second Schedule hereto.

IT IS hereby declared that the said restrictions stipulations and conditions set forth in the second Schedule hereto shall not nor shall any of them be deemed by reason of any reference implication or otherwise to affect the remainder of the said Finchley Estate of the Vendor or any part thereof (whether already agreed to be sold demised or otherwise disposed of or not) or any other land except the land hereby conveyed and that the Vendor and his successors in title shall be at liberty to use convey demise or otherwise deal with or dispose of the remainder of the said Estate or any part thereof (whether already agreed to be sold or demised or disposed of or not) or any land not hereby conveyed either subject to the restrictions stipulations and conditions similar to or different from those set forth in the said Second Schedule hereto or without any restrictions or stipulations whatsoever.

THE SECOND SCHEDULE above referred to

NOTE 1: In this Schedule the expression "the land" means where the

Schedule of restrictive covenants continued

context so admits the land hereby conveyed

1. FENCES AND ENCLOSURES - The Purchasers are not later than two calendar months after having been called upon by the Vendor so to do to erect on the land and afterwards maintain good and suitable fences or enclosures as hereinafter described next to the roads and site of the proposed road shown on the Plan and on the sides of the land marked "T" within the boundary on the plan.

If the Purchaser shall make default in erecting or maintaining any fence which they are to erect or maintain as aforesaid the Vendor may at any time before the first day of January One thousand nine hundred and thirty one erect maintain and repair the same and in such event the Purchasers shall pay to the Vendor on demand all expenses which he may incur in erecting or maintaining the same as the case may be Enclosures fences and gates may be of such heights and types as the Surveyors for the time being of the Vendor may by writing approve but unless so approved shall not be formed otherwise than as hereunder viz - Enclosures next the roads and site for the proposed road shall where respectively within twenty five feet of Beechwood Avenue be formed with a red brick wall at least eight and a half inches thick with a red brick on edge coping the total height of such wall and coping to be not less than twelve inches or more than eighteen inches on the said wall there shall be built not more than nine feet apart oak or dark stained or wrought and painted deal posts with chains (except where gates occur) between the posts; the said posts (except gate posts) to have pointed tops and be not smaller than four inches by four inch posts and be not less than three feet ten inches or more than four feet two inches high above the ground; gate posts shall have moulded caps and be not smaller than five inches by five inches posts and be not less than four feet by four inches or more than five feet high above the ground All gates shall be wrought deal painted or Oak gates double gates leading to motor car houses shall be not less than four feet or more than four feet six inches high and all other gates shall be not less than three feet six inches or more than four feet high.

ENCLOSURES OF BLOCK No.3 next North Circular Road and next the site of the proposed road shown on the plan shall where respectively more than twenty five feet from Beechwood Avenue be formed either with dwarf walls and posts and chains as aforesaid or with Oak Park fences (with cleft pales) not less than five feet or more than five feet six inches high the pales to be on the side next North Circular Road or the site of the proposed road (as the case may be) and the posts and rails on the inside.

ENCLOSURES OF BLOCK No. 5 next North Circular Road and next Edge Hill Avenue shall where respectively more than twenty five feet from Beechwood Avenue be formed either with dwarf walls and posts and chains as aforesaid with oak park pale fences (with cleft pales) not less than five feet or more than five feet six inches high the pales to be on the side next the abutting road and the posts and rails on the inside. THE fence to be erected on the North East side of Block No. 3 shall where within twenty five feet of the site for the proposed road and also where within forty feet of North Circular Road be formed with oak park pale fencing (with cleft pales) not less than four feet six inches or more than five feet six inches high and elsewhere shall be formed with oak or deal close boarded fencing not less than five feet or more than five feet six inches high.

THE fence to be erected on the South or South West side of Block No 5 shall where within twenty five feet of Edge Hill Avenue and also where within twenty five feet of North Circular Road be formed with oak park pale fencing (with cleft pales) not less than four feet six inches or more than five feet six inches high and elsewhere shall be formed with oak or deal close boarded fencing not less than five feet or more than five feet six inches high. DIVISION fence between front gardens of dwellinghouses shall be formed either with iron railings of "hurdle" pattern or with iron railings with at least two horizontal rails in the height between the vertical standards or with oak or dark stained deal vertical and horizontal mesh trellis the openings in the mesh to be not less than four inches square or more than four and a half inches square. No iron division fence between front gardens shall be less than two feet or more than two feet six inches high nor shall any trellis or

Schedule of restrictive covenants continued

division fence between front gardens be less than two feet six inches or more than three feet high. No fence (except dwarf red brick walls as aforesaid) shall be built on any part of the land. No fence exceeding five feet six inches in height shall be erected on any part of the land. All deal fences to be erected on the land shall be creosoted on both sides thereof THE heights as aforesaid of all enclosures fences and gates next the roads and proposed roads shown on the plan shall be measured from the level of the footway of the adjoining road or proposed road (as the case may be) taken at the nearest point thereto. The heights as aforesaid of all other fences shall be measured from the present surface of the land at the base of such fences respectively.

2. BUILDING LINES - NO dwellinghouse to be erected on any part of the land situate within Two hundred and twenty feet of Edge Hill Avenue shall be so erected that its principal front shall face otherwise than towards Beechwood Avenue.

NOTHING shall be erected nearer to Beechwood Avenue than the respective Front Building Lines shown on the Plan except as follows:-

(a) Bay windows balconies porches verandahs oriel windows overhanging eaves and other architectural projections none of which shall project more than five feet in advance of the Front Building Line (shown on the said Plan) of the Block on which such projections may be constructed.

(b) Fences or other enclosures and gates described in Clause 1 of this schedule as permissible.

NOTHING shall be built or erected on Block 5 nearer to Edge Hill Avenue than the Flank Building Line of the said Block No 5 shown on the plan nor shall anything be built or erected on Block No. 3 nearer to North Circular Road or site of the proposed road respectively shown on the plan than the respective Flank Building Lines shown thereon as the South East and North West Flank Building Lines of Block No 3 except bay windows overhanging eaves and other architectural projections (none of which shall project more than three feet six inches in advance of the said Flank Building Lines respectively and enclosures fences and gates as described under Clause 1 of this Schedule as permissible). No building structure or erection whatsoever except fences described in Clause 1 of this schedule as permissible gates posts gates and for rustic steps shall be erected or made or permitted to be erected or made upon the lands lying between the Building Line marked "County Council Building Line" on the plan and North Circular Road.

3. BUILDINGS - NO Building shall be erected upon the land or any part thereof except a dwellinghouse or private dwellinghouses with or without rustic summer houses cyclehouses greenhouses and private motor car houses appurtenant thereto and to be occupied with any such dwellinghouse. No such rustic summer house or cyclehouse shall exceed nine feet in height. No greenhouse to be erected on the land shall exceed Four hundred superficial feet in area nor shall any rustic summerhouse or cyclehouse exceed eighty feet in superficial area. No such motor car house shall exceed fourteen feet six inches in height or exceed three hundred and fifty superficial feet in area (exclusive of the area of any adjoining covered yard in connection therewith) No such yard shall be covered with a roof exceeding twelve feet six inches in height or One hundred and fifty superficial feet in area No summerhouse motor car house cycle house or green house shall be commenced to be erected on the land until the house to which the same is appurtenant shall have been built. NO stabling shall be erected on the land or any part thereof nor shall any building for the time being standing on the land be used as a stable. NO dwellinghouse shall be erected on the land or any part thereof unless such house be detached or semi-detached. No dwellinghouse planned or adapted or containing more than one tenement shall be erected used or allowed to remain on the land or any part thereof Except as aforesaid no detached outbuilding shall be erected on the land or any part thereof. NO dwellinghouse to be erected on any part of the land shall have within the curtilage thereof a plot with a less frontage than thirty feet to the road in front of such dwellinghouse.

NO dwellinghouse or other building shall be commenced to be erected on

Schedule of restrictive covenants continued

the land or any part thereof until drawings showing the intended plans elevations and position thereof have been submitted to and approved by the Vendors Surveyors and copies deposited with them and their fee of ten shillings and six pence paid in respect of each such dwellinghouse or other building.

NO external wall of any dwellinghouse or other building to be erected on the land shall (unless the Vendor's Surveyors otherwise in writing approve) be faced externally otherwise than with red facing bricks multicoloured red brown or blue-grey (unglazed) facing bricks stone hanging tiles rough cast plaster or half timber work (or tarred wood ashlar in imitation of half timber work). No roofs (except flat or glazed roofs) of any dwellinghouse or other building to be erected on any part of the land shall be covered otherwise than with roofing tiles of the size of ordinary Broseley roofing tiles viz about ten and a half inches by about six and a half inches.

NO detached dwellinghouse of less value than One thousand one hundred and fifty pounds or semi-detached dwellinghouse of less value than One thousand and fifty pounds shall be built on the land or any part thereof. The value of a dwellinghouse shall be taken to be its net first cost in materials and labour of construction only calculated at the lowest current prices and exclusive of the cost of any motor car house or detached outbuilding.

4. TRADES AND USER - NO trade manufacture or business shall be carried on upon the land or any part thereof nor shall the land or any part thereof be used for any purpose other than the purposes of private dwellinghouses and the outoffices and gardens of private dwellinghouses but nothing contained in this schedule shall be deemed to prevent the carrying on in any dwellinghouse to be erected on the land of the practice or profession of a duly qualified registered Physician registered Surgeon Architect (being a member of the Royal Institute of British Architects) or Solicitor residing therein or the erection of a brass plate not exceeding fifteen inches by ten inches setting out the name or names and profession of any such professional man or men with his or their degrees and hours of consultation or attendance on the front door or porch or front gate of any such dwellinghouse with (in case a Physician or Surgeon) a Doctor's ordinary ruby night lamp in the front garden thereof.

NO operative machinery (which expression shall not be deemed to include motor cars or sewing machines for domestic use) shall be set up or placed on the land or any part thereof except such machinery as the Vendor may by writing approve. No earth or clay shall be burnt on any part of the land. No hut shed caravan house on wheels or other chattel adapted or intended for use as a sleeping apartment nor any shows booths swings roundabouts hoarding or advertising station shall be erected placed used or allowed to remain on the land or any part thereof nor shall any advertisement (except ordinary "To be let or sold Bills") be erected exhibited placed or allowed to remain upon the land or any part thereof nor shall anything be done on the land or any part thereof which might be or grow to the nuisance or danger to the Vendor or to the occupiers for the time being of any adjoining or adjacent premises or the neighbourhood.

5. ROADS - NO road or way shall without the consent in writing of the Vendor be formed on the land to give access to or from any adjoining land.

UNTIL Beechwood Avenue and Edge Hill Avenue shall be respectively taken over by the Local Authority the Purchasers shall keep in good condition and maintain the same up to the centre thereof so far as the said roads abut upon the land and in default of the Purchasers so doing it shall be lawful for (but not obligatory upon) the Vendor to maintain and repair the same in which latter event the Purchasers shall pay to the Vendor on demand all expenses incurred in relation to such maintenance and repair or their proportion thereof as the case may be) the amount to be ascertained assessed or apportioned by the Surveyors for the time being of the Vendor.

6. EXCAVATION - NO excavation shall be made on the land or any part thereof except as may be necessary for future buildings and drains and

Schedule of restrictive covenants continued

appurtenances thereto.

7. REGISTRATION OF RESTRICTIONS - NO application for registration of a proprietor or proprietors under the Land Registration Act 1925 or any Act amending or consolidating the same of the land or any part thereof shall be made unless it contains a statement that the property in respect of which the application is made is subject to the negative restrictions and to the charges contained in this schedule and the same shall be duly protected by proper entries in the Register.

8. INTERPRETATION - IN this Schedule where the context so admits the expression "the Vendor" includes his successors in title owner or owners for the residue for the time being unsold of the Arden Estate at Finchley in the County of Middlesex and any person or persons Corporation or Corporations to whom the benefit of the covenants by the Purchasers herein contained shall be expressly assigned in writing with the said residue or some part or parts thereof and the expression "the Purchasers" include their successors in title and assigns."

NOTE 2: The "T" marks referred to in paragraph 1 affect the south west side of the land edged and numbered 1 in blue on the title plan

NOTE 3: The Block No 3 referred to in paragraph 1 does not affect the land in this title

NOTE 4: The Block No 5 referred to in paragraph 1 affects the land edged and numbered 1 in blue on the title plan

NOTE 5: The Building line referred to in paragraph 2 is 25 feet back from the frontage line.

2 (27.04.2017) The following are details of the restrictive conditions contained in the Conveyance dated 26 March 1931 referred to in the Charges Register:-

"IN this Schedule the expression "the land" means where the context so admits the land hereby conveyed and "the road" means North Circular (Arterial) Road.

1. FENCES. THE Purchasers shall maintain and where necessary replace the Peerless pattern fencing four feet six inches (but not more than four feet six inches) high the existing fence (except such parts thereof as shall be removed for the purpose of forming openings therein for gates) next the road or erect on the land within one calendar month after having removed the said existing fence and afterwards maintain a good and suitable fence as hereinafter described next the road.

Fences and gates may be of such heights and types as the Surveyors for the time being of the Vendor may by writing approve but unless so approved shall not be formed otherwise than as hereunder viz:

Any new fence next the road shall be formed with a red brick dwarf wall at least eight and a half inches thick with a red brick on edge coping, the total height of such wall and coping to be not less than twelve inches or more than eighteen inches in the said wall there shall be built not more than nine feet apart oak or Dark stained or wrought and painted deal posts with chains (except where gates occur) between the posts the said posts (except gate posts to have pointed tops and be not smaller than three feet ten inches or more than four feet two inches high above the ground. All gate posts shall have moulded caps and be not smaller than five inches by five inches posts and be not less than four feet four inches or more than five feet high above the ground. All gates shall be wrought deal painted or oak gates double gates leading to motor car houses shall be not less than four feet or more than four feet six inches high and all other gates shall be no less than three feet six inches or more than four feet high.

Division fences of front gardens between the road and the Front Building Line shown on the plan shall be formed (a) with four inch by four inch oak or deal posts with pointed or rounded tops) with two rows (in the height) of galvanised (unbarbed) wire and a row or rows of live shrubs parallel with such post and wire fence or (b) with iron railings of "hurdle" pattern or (c) with iron railings with at least two horizontal

Schedule of restrictive covenants continued

rails in the height or (d) with oak or deal stained vertical and horizontal mesh trellis the openings in the mesh to be not less than four inches square or more than or and a half inches square. No fence between the road and the Front Building Line shown on the plan shall be less than two feet six inches or more than three feet six inches high nor shall any fence exceeding five feet six inches high nor shall any fence exceeding five feet six inches in height be erected on any other part of the land.

No fence wall (except any dwarf red brick wall next the road as aforesaid) shall be built on any part of the land. All deal fences to be erected on the land shall be creosoted on all exposed faces and sides thereof.

The height of any new fence and gates next the road shall be measured from the level of the footway thereof taken at the nearest point thereto. The height of all other fences shall be measured from the surface of the land at the base of such fences respectively.

2. BUILDING LINE. No dwellinghouse to be erected on any part of the land shall be so erected that its principal front shall face otherwise than towards the North Circular Road.

Nothing shall be erected nearer to North Circular road than the Front Building Line shown on the plan except as follows:-

(a) Bay windows balconies porches verandahs oriel windows overhanging eaves and other architectural projections none of which shall project more than five feet in advance of the said Front Building Line shown on the Plan.

(b) Fences or other enclosures and gates described in Clause 1 of this Schedule as permissible.

NO building structure or erection whatsoever except fences described in Clause 1 of this Schedule as permissible gate posts and gates and/or rustic steps shall be erected or made or permitted to be erected or made upon any part of the land situate within twenty feet of North Circular Road.

3. BUILDINGS. NO building shall be erected upon the land or any part thereof except a private dwellinghouse or private dwellinghouses with or without rustic summerhouses cycle houses greenhouses and private motor car houses appurtenant thereto and to be occupied therewith respectively. No such rustic summerhouse or cycle-house shall exceed nine feet in height No greenhouse to be erected on the land shall exceed four hundred superficial feet in area nor shall any rustic summerhouse or cycle-house thereon exceed eight feet in superficial area. No such motor car house shall exceed ten feet in height if the roof is a flat roof or fourteen feet six inches in height measured to the apex of the roof if the roof is a sloping roof nor shall any such motor car house exceed three hundred and fifty superficial feet in area (exclusive of the area of any adjoining covered yard in connection therewith) No such yard shall be covered with a roof exceeding twelve feet six inches in height or one hundred and fifty superficial feet in area No Summerhouse motor car house cycle-house or green house shall be commenced to be erected on the land until the house to which the same is appurtenant shall have been built thereon

NO stabling shall be erected on the land or any part thereof nor shall any building for the time being standing on the land be used as a stable.

NOT more than four dwellinghouses shall be built on the land.

NO dwellinghouse shall be erected on the land or any part thereof unless such house shall be detached or semi-detached No dwellinghouse planned or adapted to contain more than one tenant shall be erected used or allowed to remain on the land or any part thereof Except as aforesaid no detached outbuilding shall be erected on the land or any part thereof

NO dwellinghouse or other building shall be commenced to be erected on

Schedule of restrictive covenants continued

the land or any part thereof until drawings showing the intended plans elevations and positions thereof have been submitted to and approved by the Vendor's Surveyors and copies deposited with them and their fee of ten shillings and six pence paid in respect of each such dwellinghouse or other building.

No external wall of any dwellinghouse or other building to be erected on the land shall (unless the Vendor's Surveyors otherwise in writing approve) be faced externally otherwise than with red facing bricks multitoned red brown or blue-grey (unglazed) facing bricks stone hanging tiles rough cast plaster or half timber work (or tarred wood ashlaring in imitation of half timber work)

NO roofs (except flat or glazed roofs) of any dwellinghouse or other building to be erected on any part of the land shall be covered otherwise than with red roofing tiles of the size of ordinary Broseley roofing tiles viz: about ten and a half inches by about six and a half inches.

NO detached dwellinghouse of less value than One thousand one hundred and fifty pounds or semi-detached dwellinghouse of less value than One thousand and fifty pounds shall be built on the land or any part thereof.

THE value of a dwellinghouse shall be taken to be its net first cost in materials and labour of construction only calculated at the lowest current prices and exclusive of the cost of any motor car houses or detached outbuilding.

4. TRADES AND USER. NO trade manufacture or business shall be carried on upon the land or any part thereof nor shall the land or any part thereof be used for any purpose other than the purposes of private dwellinghouses and outoffices and gardens of private dwellinghouses byt noting contained in this Schedule shall be deemed to prevent the carrying on in any dwellinghouse to be erected on the land of the practice or profession of a duly qualified registered Physician Registered Surgeon Architect (being a Fellow Associate or Licentiate of the Royal Institute of British Architects) or Solcitor residing thereon or the erection of a brass plate not exceeding fifteen inches by ten inches setting out the name or names and profession of any such professional man or men with his or their degrees and hours of consultation or attendatnce on the front door or porch or front gate of any such dwellinghouse with (in the case of a Physician or Surgeon) a Doctors ordinfary ruby night lamp in the front garden thereof.

NO operative machinery (which expression shall not be deemed to include motor cars or sewing machines for domestic use) shall be set up or placed on the land or any part thereof except such machinery as the Vendor may by writing approve.

NO earth or clay shall be burnt on any part of the land.

NO hut shed carvan house on wheels or other chattel adapted or intended for use as a sleeping apartment nor any shows booths swings roundabouts hoardings or advertising station shall be erected placed used or allowed to remain on the land or any part thereof nor shall any advertisement (except ordinary "to be Let or Sold" boards or bills) be erected exhibited placed or allowed to remain upon the land or any part thereof nor shall anything be done on the land or any part thereof which might be or grow to be a nuisance or danager to the Vendor or to the occupiers for the time being of any adjoining or adjacent premises or the neighbourhood.

5. EXCAVATION. No excavation shall be made on the land or any part thereof except as may be necessary for future buildings and drains and appurtenance thereto.

6. REGISTRATION OF RESTRICTIONS. No application for registration of a proprietor or proprietors under the Land Registration Act 1925 or any Act amending or consolidating the same of the land or any part thereof shall be made unless it contains a statement that the property in respect of such the application is made is subject to the negative restrictions and to the charges contained in this Schedule and the same

Schedule of restrictive covenants continued

shall be duly protected by proper entries in the register.

7. INTERPRETATION. IN this Schedule where the context so admits the expression "the Vendor" includes his successors in title owner or owners of the residue for the time being unsold of the Arden Estate at Finchley in the County of Middlesex and any person or persons Corporation or Corporations to whom the benefit of the covenants by the Purchasers herein contained shall be expressly assigned in writing with the said residue or some part or parts thereof and the expression "the Purchasers" includes the successors in title and assigns of the Purchasers."

NOTE: The building line referred to above in clause 1 is set back 27 feet 6 inches from the roadway.

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.

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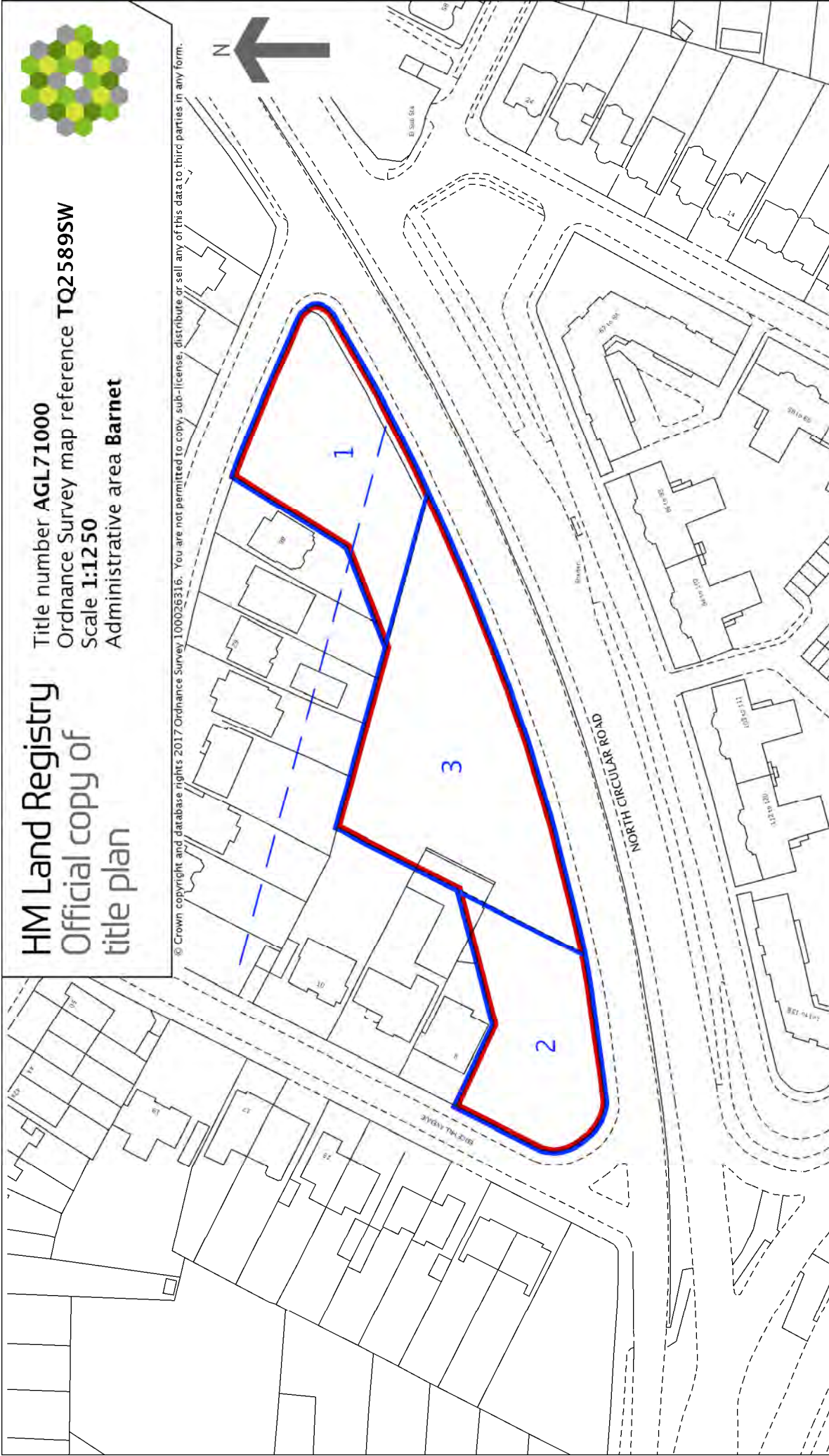
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HM Land Registry
Official copy of
title plan

Title number **AGL71000**
Ordnance Survey map reference **TQ2589SW**
Scale **1:1250**
Administrative area **Barnet**

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Title Number MX139275

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X 139275

The following are particulars of the covenants (taken from an abstract) contained in a Conveyance dated the 10th March 1930 -

COVENANT by Purchaser for himself his heirs and assigns so that covenants should be binding upon the land thrby conveyed into whosesoeber hands the same should come (but not to render the Purcha liable in damages for breach after parting therwth) with Vendor his heirs exors administrators & to at all times perform observe fulfil and keep the sd restrictions stipulations and condons in 3 Schedule.

C

THE ~~SECOND~~ ^{Third} SCHEDULE above referred to

RESTRICTIONS STIPULATIONS AND CONDITIONS ~~created by the Vendor dat d 10th March 1930.~~

NOTE In this Schedule the expression "the land" means where the context so admits the land hereby ~~agreed to be sold.~~ *cond*

1. FENCES AND ENCLOSURES. The Purchaser is not later than two calendar months after having been upon by the Vendor so to do to erect on the land and afterwards maintain good and suitable fences enclosures as hereinafter desc ibed next to the roads and on the sides of the land marked T within boundary on the plan.

if the Purchaser shall make default in erecting or maintaining any fence which he is to erect or maintain as aforesaid the Vendor may at any time before the first day of January 1931 erect maint and repair the same and in such event the Purchaser shall pay to the Vendor on demand all expenses which the Vendor may incur in erecting or maintaining the same as the case may be.

Enclosures, fences and gates may be of such heights and types as the Surveyors for the time being of Vendor may by writing approve but unless so approved shall not be formed otherwise than as hereun viz:-

Enclosures next Edge Hill Avenue and also next to th Circular Road where within 25 ft of Edge Hill Avenue shall be formed with a red brick wall at least 8 1/2 inches thick with a red brick on edge cop the total height of such wall and coping to be not less than 12 inches or more than 13 inches In said wall there shall be built not more than 9 ft apart oak or dark stained or wrought and painted deal posts with chains (except where gates occur) between the posts the said posts (except gate po to have pointed tops and be not smaller than 4 inches by 1 inch high above the ground. Gate post shall have moulded caps and be not smaller than 5 ft high above the ground. All gates shall be w deal painted or oak gates double gates leading to motor car houses shall ~~be not~~ ^{be not} less than 4 ft or than 4ft six inches high and all other gates shall be not less than 3 ft 6 inches or more than 4 ft high

Enclosures next North Circular Road shall where more than 25 ft distant from Edge Hill Avenue be r either with dwarf walls and posts and chains as aforesaid or with oak park pale fences (with cleft not less than 5 ft or more than 5 ft 6 inches high the pales to be on the side next North Circular Road and the posts and rails on the inside. The fences to be erected on the north west side of Bl No 6 and south east side of Block No 7 shall where respectively within 25 ft of North Circular Road be formed with oak park pale fencing (with cleft pales) not less than 4 ft 6 inches or more than 5 ft 6 inches high and elsewhere shall be formed with oak or deal close boarded fencing ~~betw~~ not less than 5 ft or more than 5 ft 6 inches high, Division fences between - - - - - front gardens of dwellinghouses shall be formed either with iron railings of hurdle pattern or with iron railings with at least two horizontal rails in the height between the vertical standar or wi oak or dark stained deal vertical and horizontal mesh trellis the openings in the mesh to be not less than 4 inches square or more than 4 1/2 inches square. No iron division fence between front gar shall be less than 2 ft or more than 2 ft six inches high nor shall any trellis division fence bet

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front gardens be less than 2 ft 6 inches or more than 3 ft high. No fence wall (except dwarf red walls as aforesaid) shall be built on any part of the land. No fence exceeding 5 ft 6 inches in height shall be erected on any part of the land. All deal fences to be erected on the land shall be erected ^{erected} on both sides thereof. The heights as aforesaid of all enclosures fences and gates next the roads shall be measured from the level of the footway of the adjoining road taken at the nearest point thereto. The heights as aforesaid of all other fences shall be measured from the surface of the land at the base of such fences respectively.

2. BUILDING LINES No dwellinghouse to be erected on any part of Block No 6 situate within 250 ft of the north east boundary of Block No 6 or on any part of Block No 7 situate within 190 ft of the north east boundary of Block No 7 shall be so-erected that its principal front shall face ~~to~~ ^{be} towards Edge Hill Avenue.

Nothing shall be erected nearer to Edge Hill Avenue than the respective ^{front} ~~front~~ building lines shown on the plan except as follows:-

(a) Bay windows balconies porches verandahs oriel windows overhanging eaves and other architectural projections none of which shall project more than 5 ft in advance of the front building line (shown on the said plan) of the Block on which such projection may be constructed.

(b) Fences or other enclosures and gates described in Clause 1 of this Schedule as permissible. No building structure or erection whatsoever except fences described in Clause 1 of this Schedule as permissible gate posts gates and/or rustic steps shall be erected or made or permitted to be erected or made upon any part or parts of Blocks 6 and 7 respectively situate between the Building Line marked "County Council Building Line" on the plan and North Circular Road.

3. BUILDINGS. No building shall be erected upon the land or any part thereof except a dwellinghouse or private dwellinghouse; with or without rustic summerhouses cyclehouses greenhouses and private motor car houses appurtenant thereto and to be occupied with any such dwellinghouse. No such rustic summerhouse or cyclehouse shall exceed nine ft in height. No greenhouse to be erected on the land shall exceed 400 superficial feet in area nor shall any rustic summerhouse or cyclehouse exceed 30 ft in superficial area. No such motor car house shall exceed 14 ft 6 inches in height exceed 350 superficial ft in area (exclusive of the area of any adjoining covered yard in connection therewith) No such yard shall be covered with a roof exceeding 14 ft 6 inches in height or 150 superficial ft in area. No summerhouse motor car house cyclehouse or greenhouse shall be commenced to be erected on the land until the house to which the same is appurtenant shall have been built. No stabling shall be erected on the land or any part thereof nor shall any building for the time being standing on the land be used as a stable.

No dwellinghouse shall be erected on the land or any part thereof unless such house be detached or semi detached. No dwellinghouse planned or adapted to contain more than one tenement shall be erected used or allowed to remain on the land or any part thereof. Except as aforesaid no detached outbuilding shall be erected on the land or any part thereof.

No dwellinghouse to be erected on any part of the land shall have within the curtilage thereof a plot with a less frontage than 35 ft to the road in front of such dwellinghouse.

No dwellinghouse or other building shall be commenced to be erected on the land or any part thereof until drawings showing the intended plans elevations and position thereof have been submitted and approved by the Vendors Surveyors and copies deposited with them and their fee of 10/6 paid

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in respect of each such dwellinghouse or other building.

No external wall of any dwellinghouse or other building to be erected on the land shall (unless the Vendors Surveyors otherwise in writing approved be faced externally otherwise than with red facing bricks multi toned red brown or blue grey unglazed) facing bricks stone hanging tiles or cast plaster or half timber work (or tarred wood ashlar in imitation of half timber work)

No roofs (except flat or glazed roofs) of any dwellinghouse or other building to be erected on any part of the land shall be covered otherwise than with roofing tiles of the size of ordinary Broseley roofing tiles viz about $10\frac{1}{2}$ inches by about $6\frac{1}{2}$ inches.

No detached dwellinghouse of less value than £1150 or semi detached dwellinghouse of less value than £1050 shall be built on the land or any part thereof.

The value of a dwellinghouse shall be taken to be its net first cost in materials and labour of construction only calculated at the lowest current prices and exclusive of the cost of any motor car house or detached outbuildings.

4. TRADES AND USES. No trade manufacture or business shall be carried on on the land or any part thereof nor shall the land or any part thereof be used for any purpose other than the purposes of private dwellinghouses and the out offices and gardens of private dwellinghouses but nothing contained in this Schedule shall be deemed to prevent the carrying on in any dwellinghouse to be erected on the land of the practice or profession of a duly qualified registered Physician registered Surgeon Architect (being a member of the Royal Institute of British Architects) or Solicitor residing therein or the erection of a brass plate not exceeding 10 inches by 10 inches setting out the name or names and profession of any such professional man or man, his or his degrees and hours of consultation or attendance on the front door or porch or front gate of any such dwellinghouse with (in the case of a physician or surgeon) a doctors ordinary ruby night light in the front garden thereof. No operative machinery which expression shall not be deemed to include motor cars or sewing machines for domestic use) shall be set up or placed on the land or any part thereof except such machinery as the Vendor may by writing approve. No earth or clay shall be burnt on any part of the land. No hut shed caravan house or wheels or other chattel adapted or intended for use as a sleeping apartment nor any shops booths swings roundabouts hoardings or advertising station shall be erected placed used or allowed to remain on the land or any part thereof nor shall any advertisement (except ordinary "To be let or sold" boards or bills) be erected exhibited placed or allowed to remain upon the land or any part thereof nor shall anything be done on the land or any part thereof which might be or grow to be a nuisance or danger to the Vendor or to the occupiers for the time being of any adjoining or adjacent premises or the neighbourhood.

5. ROADS. No road or way shall without the consent in writing of the Vendor be formed on the land to give access to or from any adjoining land.

Until Edge Hill Avenue shall be taken over by the Local Authority the Purchaser shall keep in good condition and maintain the same up to the centre thereof so far as the said road abuts upon the land and in default of the Purchaser so doing it shall be lawful for (but not obligatory upon) the Vendor to maintain and repair the same in which latter event the Purchaser shall pay to the Vendor on demand all expenses incurred in relation to such maintenance and repair or his proportion thereof (as the case may be) the amount to be ascertained assessed or apportioned by the

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Surveyors for the time being of the Vendor.

6. EXCAVATION. No excavation shall be made on the land or any part thereof except as may be necessary for future buildings and drains and appurtenances thereto.

7. REGISTRATION OF RESTRICTIONS No application for registration of a proprietor or proprietors under the Land Registration Act 1925 or any Act amending or consolidating the same of the land or any part thereof shall be made unless it contains a statement that the property in respect of which the application is made is subject to the negative restrictions and to the charges contained in this Schedule and the same shall be duly protected by proper entries in the Register.

8. INTERPRETATION. In this Schedule where the context so admits the expression the Vendor includes his successors in title owner or owners of the residue for the time being unsold of the Arden Estate at Finchley in the County of Middlesex and any person or persons Corporation or Corporations to whom the benefit of the covenants by the purchaser herein contained shall be expressly assigned in writing with the said residue or some part or parts thereof and the expression the Purchaser includes the successors in title and assigns of the Purchaser.

JD

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Title Number AGL71000

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DATED 1st April 1998

VII NN.

NGL 760745

THE SECRETARY OF STATE FOR THE ENVIRONMENT
TRANSPORT AND THE REGIONS (1)

- to -

A BROGAN (2)

(Handwritten signature in a circle)

TRANSFER

- of -

6 Edge Hill Avenue
Finchley London N3

GOVERNMENT PROPERTY LAWYERS
Riverside Chambers Castle Street Taunton Somerset TA1 4AP

Ref C/97/1112B/WHC

NGL 760745

£1820

66/P

VIII

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925-1988



TRANSFER OF PART

COUNTY AND DISTRICT FINCHLEY

TITLE NUMBER MX139275

PROPERTY: 6 EDGE HILL AVENUE N3

DATE *1st April*

1. IN consideration of **ONE HUNDRED AND EIGHTY TWO THOUSAND POUNDS** (£182,000) the receipt of which is hereby acknowledged **THE SECRETARY OF STATE FOR THE ENVIRONMENT TRANSPORT AND THE REGIONS** of Great Minster House 76 Marsham Street London SW1P 4DR (hereinafter called "the Transferor") hereby transfers with limited title guarantee to **AGNES BROGAN** of 6 Edge Hill Avenue Finchley London N3 (hereinafter called "the Transferee") the land containing 430 square metres or thereabouts shown coloured pink on the plan annexed hereto ("the said plan") being part of the land comprised in the title above mentioned **RESERVING** out of this Transfer for the benefit of so much of the adjoining or neighbouring land of the Transferor ("the Adjoining Land") as forms part of the A406 London North Circular Trunk Road (including the remainder of the land in title No MX139275) and the estate owner or owners for the time being of the Adjoining Land and the occupiers thereof the right to the free passage of electricity gas water and soil through all cables wires pipes drains and channels (if any) in on or over the land hereby transferred and serving the Adjoining Land **TOGETHER** with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same

*REC'D 10
SUBS...*

2. **UNITY OF SEISIN**

IT is agreed and declared that insofar as the following matters may have ceased to subsist through unity of seisin this Transfer shall take effect subject to the covenants set out in the charges Register of Title Number MX139275

3. **THIS** Transfer shall not include any easement right or privilege over or in respect of the Adjoining Land except such easements as are hereby expressly granted

4. **THE** Transferee hereby covenants with the Transferor to the intent that the burden of this covenant may run with and bind the land hereby transferred and every part thereof into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with the Adjoining Land and every part thereof that neither the land hereby transferred nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the owners or occupiers of the Adjoining Land or any part thereof

Motion on...

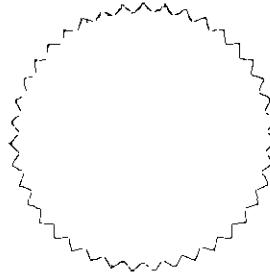
5. **NOTWITHSTANDING** anything in the Transfer hereinbefore contained the Transferor or other the owner or owners for the time being of the Adjoining Land or any part thereof shall be at liberty to erect such buildings or erections on any part of the Adjoining Land and to alter or add to or use the same or any existing building or erections on the Adjoining Land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Transferee or his

NGL 760745

successors in title from and over the Adjoining Land may thereby be obstructed diminished or destroyed and any access and use of light and air as aforesaid shall notwithstanding this Transfer be deemed henceforth to be enjoyed by the Transferee and his successors in title with the consent of the owner or owners of the Adjoining Land subject to the provisions of this clause and not otherwise

- 6. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Two Hundred and Fifty Thousand Pounds

THE CORPORATE SEAL of the)
 SECRETARY OF STATE FOR THE)
 ENVIRONMENT TRANSPORT AND THE)
 REGIONS hereunto affixed is)
 authenticated by -)



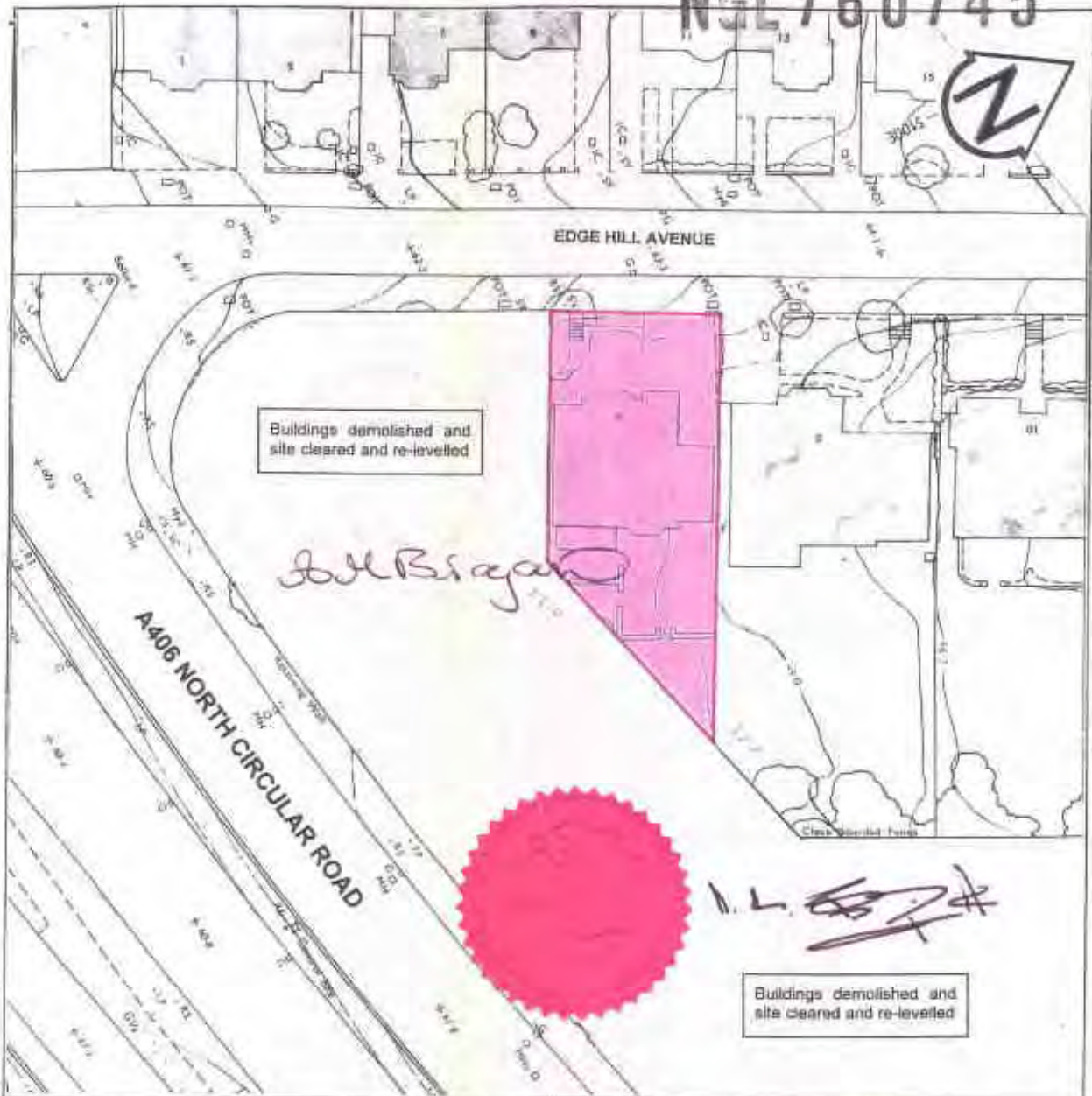
[Handwritten signature]
 Authorised by the Secretary of State

SIGNED AS A DEED AND DELIVERED)
 by AGNES BROGAN)
 in the presence of -)

[Handwritten signature]

Signature of Witness *[Handwritten signature]*
 Name of Witness *A.S. Kenton*
 Address of Witness *20 Avenue*
15133, Julliana Lane
Tonbridge N21 2D
 Occupation of Witness *Student*

NGL 760745



Address of Property:
 House known as 8 Edge Hill Avenue, N3 3AY, together with front and rear gardens

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Owners or Reputed Owners:
 Highways Agency
 Lands and Compensation Division
 St Christopher House
 Southwark Street
 LONDON SE1

Lessees or Reputed Lessees:

Occupiers (other than tenants for a month or less):

H M LAND REGISTRY

Plot number
430

Area in square metres
640

Title No. NGL 760745
 COPY (liable to distortion in scale)
 of plan to Transfer
 dated 1-4-1998

106 LONDON NORTH CIRCULAR TRUNK ROAD
 (H WAY / FALLODEN WAY, A598 REGENTS PARK ROAD/
 CHLEY ROAD JUNCTIONS IMPROVEMENTS)

LAND INTEREST PLAN

Scale **1 : 500**

Drawing number

Real Estate Precedent (English Law)

Template replies to CPSE.1 (General pre-contract enquiries for all commercial property transactions) and STER (title requirements)

REPLIES TO COMMERCIAL PROPERTY STANDARD ENQUIRIES (CPSEs)

CPSE.1 (VERSION 3.6) – General pre-contract enquiries for all property transactions

STER (VERSION 3.0) – Solicitor's title and exchange requirements


Seller: Transport for London

Buyer: **

Property: Land at Beechwood Avenue, Barnet, N3 3BB

Development (if appropriate): **

Transaction: **

Seller's Solicitors: Dentons UKMEA LLP 

Buyer's Solicitors: **

Date: ** 14 November 2017

IMPORTANT NOTES FORMING PART OF THESE REPLIES – PLEASE READ

- A The provisions of the section of CPSE.1 headed **Interpretation** apply to these replies.
- B These replies are given from the information provided by the Seller's property manager, but who has not made and will not make any enquiry into the Seller's records or any other inspection or investigation other than as included as part of the papers provided.
- And in these replies **None known** or **Not to the Seller's knowledge** or similar expressions must be interpreted accordingly.
- C These replies must be treated as qualified by any relevant information disclosed elsewhere in the copy documents and other papers provided by the Seller's solicitors to the Buyer's solicitors.

The enquiries comprising CPSE.1 (version 3.6) and STER (version 3.0) are reproduced below with the consent of the Practical Law Company Limited, the British Property Federation and the participating law firms.



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CPSE.1 (VERSION 3.6) – General pre-contract enquiries for all property transactions

1 Boundaries and extent

- 1.1 In respect of all walls, fences, ditches, hedges or other features (**Boundary Features**) that form the physical boundaries of the Property:
- (a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the Boundary Features; and Please refer to 16.2
 - (b) have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier? See above however the seller is unaware of any changes before our ownership.
- 1.2 To whom do the Boundary Features belong if they do not lie wholly within the Property? To the extent that the papers provided are silent, please rely on your own investigation.
- 1.3 In relation to each of the Boundary Features:
- (a) have you maintained it or regarded it as your responsibility; To the extent that the papers provided are silent, please rely on your own investigation. The hoarding fronting the North Circular Road is the Seller's responsibility and maintained as such.
 - (b) has someone else maintained it or regarded it as their responsibility; or
 - (c) have you treated it as a party structure or jointly repaired or maintained it with someone else?

- | | | |
|-----|--|---|
| 1.4 | Please supply a copy of any agreement for the maintenance of any of the Boundary Features. | None known. |
| 1.5 | Please supply a plan showing any parts of the Property that are situated beneath or above adjoining premises, roads or footpaths and supply copies of any relevant licences for projections. | None known. To the extent that the papers provided are silent, please rely on your own investigation. |
| 1.6 | Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property? | No. |
| 1.7 | If the answer to enquiry 1.6 is 'yes', please: | Not applicable. |
| | (a) provide a plan showing the area occupied; | |
| | (b) provide evidence of the basis of such occupation; and | |
| | (c) state when such occupation commenced. | |

2 Party walls

In respect of any party structures which form part of the Property and also in respect of any works of the kind which require notices to be served under the Party Wall etc. Act 1996 (1996 Act) please:

- | | | |
|-----|---|--|
| (a) | confirm that there have been no breaches of the 1996 Act or any earlier legislation governing party structures; | The Seller has received no notice of any breach of party wall legislation. |
| (b) | supply copies of any notices, counternotices, awards and agreements relating to party structures, whether made under the 1996 Act or otherwise; and | None known. |
| (c) | confirm that there have been no breaches of any of the terms, notices, counternotices, awards or agreements. | The Seller has received no notice of any breach of any notices, counternotices, awards or agreements relating to party structures. |

3 Rights benefiting the Property

- | | | |
|-----|---|--|
| 3.1 | Unless apparent from the copy documents supplied, are there any covenants, agreements, rights or informal arrangements of any kind (including any which you may be in the course of acquiring) which benefit the Property (Rights)? | None known. |
| 3.2 | In respect of any Rights benefiting the Property, and unless apparent from the copy documents supplied, please: | |
| | (a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents; | Please rely on your own review of the papers provided. |

- | | | |
|-----|--|--|
| (b) | if the Right is not formally documented, supply evidence as to entitlement together with a plan showing the area over which the Right is exercised; | Please rely on your own review of the papers provided. |
| (c) | state to what extent any Rights are exercised, whether they are shared and if so by whom; | Please rely on your own inspection and review of the papers provided. |
| (d) | state whether they can be terminated and, if so, by whom; | Please rely on your own review of the papers provided. |
| (e) | state who owns and/or occupies the land over which any Rights are exercisable; | Please rely on your own inspection, investigation and review of the papers provided. |
| (f) | give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights; | None known. |
| (g) | give details of any interference with any Rights, whether past, current or threatened; and | None known. |
| (h) | confirm that all terms and conditions relating to the exercise of any Rights have been complied with or, if they have not, give details. | The Seller has received no notice of breach of any terms and conditions. |
| 3.3 | Have you (or, to your knowledge, has any predecessor in title): | Please rely on your own investigation and review of the papers provided. |
| (a) | registered against any other titles at the Land Registry any unilateral notices to protect the priority of any of the Rights revealed in response to enquiry 3.1; or | |
| (b) | registered any cautions against first registration in respect of any of the Rights revealed in response to enquiry 3.1? | |

4 Adverse rights affecting the Property

- | | | |
|-----|---|--|
| 4.1 | Unless apparent from the copy documents supplied, are there any covenants, restrictions, agreements, rights or informal arrangements of any kind to which the Property is subject (whether public or private and whether existing or in the course of acquisition) (Adverse Rights)? | Please rely on your own investigation and review of the papers provided. |
| 4.2 | In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy documents supplied, please: | See 4.1. |
| (a) | give full details and supply copies of all relevant documents, plans and consents; | |
| (b) | state to what extent any Adverse Rights have been exercised; | |
| (c) | state who has the benefit of any Adverse Rights; | |

- (d) state whether any Adverse Rights can be terminated and, if so, by whom;
- (e) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Adverse Rights; and
- (f) confirm that all terms and conditions relating to the exercise of any Adverse Rights have been complied with or, if they have not, give details.
- 4.3 Unless apparent from the copy documents supplied, does any person use any part of the Property with or without your permission? A small part of the Property has been used without permission as an extension of the garden at number 6 Edge Hill Avenue. This will be recovered prior to completion.
- 4.4 Have you, or to your knowledge has anyone else, applied to have any restrictive covenant affecting the Property modified or discharged? Not to the Seller's knowledge.
- 4.5 Unless full details appear from the copy documents already supplied, please supply details of any interests to which the Property is subject under Schedules 1, 3 or 12 to the Land Registration Act 2002. None known, but the transaction is subject to any there may be.
- 4.6 For the purposes of Part I of the Countryside and Rights of Way Act 2000: To the extent that the papers provided are silent, please rely on your own investigation.
- (a) is the Property 'access land' within the meaning of section 1(1) of that Act;
- (b) if the answer to 4.6(a) is 'no', are you aware of anything that might result in the Property becoming 'access land'; and
- (c) if the answer to enquiry 4.6(a) is 'yes', are there any exclusions or restrictions in force under Chapter II of Part I of the Countryside and Rights of Way Act 2000?
- 4.7 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission? Not to the Seller's knowledge.

5 Title policies

- 5.1 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed? Not to the Seller's knowledge.
- 5.2 If insurance cover has been obtained, please: Not applicable.
- (a) supply copies of all policy documents including the proposal form;
- (b) confirm that the conditions of all such policies have been complied with; and

- (c) give details of any claims made and supply copies of all relevant correspondence and documents.

5.3 If insurance cover has been refused, please give details and supply copies of all relevant correspondence and documents. Not applicable.

6 Access to neighbouring land

6.1 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992 (1992 Act). Not to the Seller's knowledge.

6.2 Have you or, to your knowledge, has any previous owner or occupier of the Property ever requested or been allowed or been refused access to neighbouring premises to carry out repairs, alterations or other works to the Property or the Conduits serving it? If so, please give details, including copies of any access orders granted under the 1992 Act. Not to the Seller's knowledge.

7 Access to and from the Property

7.1 Does the boundary of the Property (or, if applicable, the Development) immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access? Please rely on your own investigation.

7.2 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details. Not to the Seller's knowledge.

8 Physical condition

8.1 If the Property has been affected by any of the following, please supply details: The Seller has been made aware of Japanese Knotweed on part of the site. Please refer to the documentation provided for further information. The Seller is not aware of any other matters.

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, any fungal or other infection or any infestation; or
- (e) flooding.

- 8.2 Is the Seller aware of any Green Deal Plan affecting the Property (whether entered into by the Seller, any predecessor in title, or any previous or current tenant or occupier)? If yes, please supply a copy of the relevant documentation. None known.
- 8.3 Has asbestos been used in the present structures forming part of the Property or of any premises of which the Property forms part, including Conduits, fixtures, plant and equipment? Please rely on your own inspection.
- 8.4 Please supply a copy of the most recent survey or assessment carried out in relation to the Property (whether by the Seller or by any other person) for the purposes of complying with regulation 4 of the Control of Asbestos Regulations 2012 (or any previous Control of Asbestos Regulations) or advise us when and where it can be inspected. None known.
- 8.5 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part, or advise us when and where they can be inspected. None known.
- 8.6 Has any substance (other than asbestos) known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in the present structures forming part of the Property, including Conduits, fixtures, plant and equipment? Please rely on your own inspection.
- 8.7 Has any asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been removed from the Property in the past? Please rely on your own investigation.
- 8.8 Please identify:
 (a) any buildings
 (b) any extensions or major alterations to existing buildings, and
 (c) any other major engineering works
 which have been erected, made or carried out at the Property within the last 12 years. To the extent that the papers provided are silent, please rely on your own investigation.
- 8.9 In respect of anything identified in reply to enquiry 8.8, please supply copies of any subsisting guarantees, warranties and insurance policies. There are none available for the benefit of the Buyer.
- 8.10 In respect of all Conduits, fixtures, plant or equipment which will remain part of the Property or which will serve the Property after completion of the Transaction:
 (a) please confirm that they have been regularly tested and maintained;
 (b) please confirm that, so far as you are aware, there are no items requiring significant expenditure within the next three years; To the extent that the papers provided are silent, please rely on your own investigation.

(c) please supply a copy of the most recent maintenance report relating to each of them;

(d) please supply copies of any subsisting guarantees, warranties and insurance policies.

8.11 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.9 and 8.10, please confirm that: **Not applicable.**

(a) all the terms have been complied with;

(b) there have been no claims made under any of them, whether or not those claims are current or have been settled; and

(c) there are no apparent defects in respect of which a claim might arise under them.

9 Contents

9.1 Please list any items which are currently attached to the structure of the Property in some way (e.g. wired, plumbed, bolted) and which you propose removing from the Property prior to completion of the Transaction. **None.**

9.2 Please list any items (other than those belonging to an occupational tenant) that are not attached to the structure of the Property, and which you propose leaving at the Property after completion of the Transaction. **None.**

9.3 in respect of each item listed in reply to enquiry 9.2, please: **Not applicable.**

(a) confirm that the item is included in the purchase price agreed for the Transaction;

(b) confirm that the item belongs to you free from any claim by any other party; and

(c) supply copies of any subsisting certificates, guarantees and warranties relating to it.

9.4 Please list any item that will remain at the Property after completion but which belongs to any third party other than an occupational tenant (e.g. meters).

10 Utilities and services

10.1 Please provide

(a)	details of the utilities and other services connected to or serving the Property;	Please refer to the papers provided. The Buyer is responsible for making its own supply arrangements with the relevant utility suppliers following handover. The remainder of enquiry 10.1 is not applicable.
(b)	the name and contact details of the individual within the Seller who deals with energy supplies in relation to the Property; and	Not applicable.
(c)	confirmation that we may make contact with the person referred to in (b) above in order to obtain information about the implementation of the Carbon Reduction Commitment Energy Efficiency Scheme in relation to the Property.	Not applicable.
10.2	In respect of each utility or service listed in reply to enquiry 10.1(a), please state:	Please refer to the papers provided.
(a)	whether the connection is direct to a mains supply;	Please rely on your own inspection.
(b)	whether the connection is metered and if so whether the meter is on the Property and relates only to your use in relation to the Property;	Please rely on your own inspection.
(c)	who makes the supply; and	Please make your own arrangements for the supply of these services.
(d)	whether the Conduits run directly from a highway maintainable at public expense to the Property without passing through, under or over any other land.	Please rely on your own inspection as to their routes.
10.3	In the case of the electricity supply to the Property, is any meter a half hourly meter settled on the half-hourly market?	No known meters are on site.
10.4	Has a notification been submitted in relation to the Property pursuant to regulation 3 of the Heat Network (Metering and Billing) Regulations 2014? If so, please supply a copy.	None known.
10.5	Please provide details of any supply contracts and any other relevant documents.	Please make your own arrangements for the supply of these services.
10.6	Please provide details of any contracts for the supply of services carried out at the Property (e.g. security or cleaning).	Please make your own arrangements for the supply of other services to the property.
11	Fire safety and means of escape	
	In this Enquiry, Fire Safety Order 2005 means the Regulatory Reform (Fire Safety) Order 2005 and any regulations made under it.	The whole of this enquiry 11 is not applicable. Fire safety for the Property will be the Buyer's responsibility.

- 11.1 Please advise us where we may inspect any records in relation to the Property, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of the Property. None known.
- 11.2 Please advise us where we may inspect any records in relation to any premises within any building of which the Property comprises part, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of any such premises. Not applicable.
- 11.3 Please provide details of any steps taken in relation to the Property to co-operate with any other people and to co-ordinate measures to comply with the Fire Safety Order 2005. None known.
- 11.4 What are the current means of escape from the Property in case of emergency? Please rely on your own inspection.
- 11.5 If any current means of emergency escape from the Property passes over any land other than the Property or a public highway please:
- (a) provide copies of any agreements that authorise such use;
 - (b) confirm that all conditions in any such agreements have been complied with; and
 - (c) provide details of anything that has occurred that may lead to any agreement for means of escape being revoked, terminated or not renewed.
- To the extent that the papers provided are silent, please rely on your own investigation.

12 Planning and building regulations

- 12.1 Please supply a copy of any planning permission, approval of reserved matters, building regulations approval, building regulations completion certificate, self-certification, listed building consent and conservation area consent which relates to the Property, and of any consent for the display of advertisements at or from the Property (each a **Consent**). Please see the papers provided. There may be other consents of which the Seller does not possess copies.
- 12.2 In respect of any Consents disclosed, please identify: Please rely on your own investigation.
- (a) those which have been implemented and if so, indicate whether fully or partially;
 - (b) those which authorise existing uses and buildings; and
 - (c) those which have not yet been implemented but are still capable of implementation.
- 12.3 Please supply a copy of any of the following certificates (each a **Certificate**) which relate to the Property: None known.
- (a) established use certificate;

- (b) certificate of lawfulness of existing use or development; and
- (c) certificate of lawfulness of proposed use or development.
- 12.4 How are the existing buildings on the Property authorised if not by a Consent or a Certificate? Please rely on your own investigation.
- 12.5 How is the existing use of the Property authorised if not by a Consent or a Certificate? Please rely on your own investigation.
- 12.6 What is the existing use of the Property, when did it start and has it been continuous since? If there is more than one existing use please specify each use and indicate which are main and which are ancillary, and when each use started. The Property is currently a vegetated, vacant plot of land which is fenced/hoarded. The space has been vacant since the Property was transferred to the Seller in 2008.
- 12.7 Where the Property is not listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide details of any building works, demolition, mining or other engineering works that have taken place at the Property within the past ten years and confirm that all necessary Consents were obtained for them. There are no buildings on the Property. It is understood that two buildings were demolished after the original acquisition of the Property through CPO.
- 12.8 Where the Property is listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide:
- (a) a copy of the listing particulars where available; and Not applicable.
- (b) details of any alterations, extensions, other building works, demolition, mining or other engineering works that have taken place at the Property since the date when the Property was listed, and confirm that all necessary Consents were obtained for them. Not applicable.
- 12.9 Have there been any actual or alleged breaches of the conditions and limitations and other terms in any Consents or Certificates? The Seller has received no notice of any breach.
- 12.10 Is any Consent or Certificate the subject of a challenge in the courts either by way of judicial review or statutory proceedings? If not, is a challenge expected? None known.
- 12.11 Please provide details of any application for a Consent or a Certificate which: None known.
- (a) has been made but not yet decided;
- (b) has been refused or withdrawn; or
- (c) is the subject of an outstanding appeal.
- 12.12 If there is any existing outline planning permission relating to the Property or other planning permission with conditions which need to be satisfied in order for development to proceed, what has been done to obtain approval of reserved matters and/or satisfaction of those conditions? To the extent that the papers provided are silent, please rely on your own investigation.

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|---|---|---|
| 12.13 | Please supply a copy of any letters or notices under planning legislation which have been given or received in relation to the Property. | Please see the papers provided. |
| 12.14 | Please confirm that you are not aware of any circumstances by reason of which a planning enforcement order might be made as a result of an apparent breach of planning control that has been deliberately concealed by you or (to your knowledge) any other person. | None known. |
| 12.15 | Have you notice of any matter, fact or thing that would lead you to believe that the Property or any part of it is to be listed in the local authority's list of assets of community value? | None known. |
| 13 Statutory agreements and infrastructure | | |
| 13.1 | In relation to any agreements affecting the Property that have been entered into with any planning, highway or other public authority or utilities provider: | None known. |
| | (a) please supply details; | |
| | (b) confirm that there are no breaches of any of their terms; and | |
| | (c) confirm that there are no outstanding obligations under them. | |
| 13.2 | Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider? | None known. |
| 13.3 | Are there any proposals relating to planning, compulsory purchase powers, infrastructure (including parking, public transport schemes, road schemes and traffic regulation) or environmental health which, if implemented, would affect the continued use of the Property for its present purposes? | Please rely on your own investigation. |
| 13.4 | Is there anything affecting the Property that is capable of being registered on the local land charges register but that is not registered? | To the extent that the papers provided are silent, please rely on your own investigation. |
| 13.5 | Please confirm that the Property is not subject to any charge or notice remaining to be complied with. | The Seller has received no notice of any outstanding obligation. |
| 13.6 | Please supply details of any grant made or claimed in respect of the Property, including any circumstances in which any grant may have to be repaid. | To the extent that the papers provided are silent, please rely on your own investigation. |
| 13.7 | Please supply details of any compensation paid or claimed in respect of the Property under any planning legislation or following the exercise of compulsory purchase powers. | To the extent that the papers provided are silent, please rely on your own investigation. |

14 Statutory and other requirements

- 14.1 Are you aware of any breach of, alleged breach of or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it? The Seller has received no notice of any breach or claim.
- 14.2 Please give details of any notices that require works to be carried out to the Property under any statute, covenant, agreement or otherwise and state to what extent these notices have been complied with. The Seller has received no such notices.
- 14.3 Other than any already supplied, please provide details of any licences or consents required to authorise any activities currently carried out at the Property, including any required under local legislation (e.g. London Building Act). None known.
- 14.4 Are you aware, in relation to the Property, of any breach or alleged breach of the Construction (Design and Management) Regulations 1994, 2007 or 2015? The Seller has received no notice of any breach.
- 14.5 Has a Health and Safety file been prepared for the Property? If so, please:
- (a) confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 1994, 2007 or 2015 (as applicable);
 - (b) advise when and where it can be inspected; and
 - (c) confirm that the original will be handed over on completion.
- 14.6 Have you supplied a valid Energy Performance Certificate (EPC) for the Property, or a copy of it, in relation to the Transaction and, if so, to whom? Not applicable.
- 14.7 If you have not supplied a valid EPC for the Property, please:
- (a) tell us where a valid EPC for the Property can be inspected; or
 - (b) explain why no EPC is needed.
- 14.8 If the Property contains any air-conditioning, please:
- (a) state when and where the latest inspection report for that air-conditioning system can be inspected; and Not applicable.
 - (b) confirm that the original of that inspection report will be handed over on completion. Not applicable.

15 Environmental

- 15.1 Please supply a copy of all environmental reports that have been prepared in relation to the Property or indicate where such reports may be inspected. Please rely on the papers provided.
- 15.2 Please supply: Please rely on the papers provided.
- (a) a copy of all licences and authorisations given in relation to the Property under environmental law and confirm that the terms of all such licences and authorisations have been complied with; and
- (b) details of any licences and authorisations for which application has been made but that have not yet been given.
- 15.3 What (if any) authorisations are required under environmental law for activities currently carried out or processes occurring at the Property, including storage of materials, water abstraction, discharges to sewers or controlled waters, emissions to air and the management of waste? To the extent that the papers provided are silent, please rely on your own investigation.
- 15.4 Please give details (so far as the Seller is aware) of: To the extent that the papers provided are silent, please rely on your own investigation.
- (a) past and present uses of the Property and of activities carried out there; and
- (b) the existence of any hazardous substances or contaminative or potentially contaminative material in, on or under the Property, including asbestos or asbestos-containing materials, any known deposits of waste, existing or past storage areas for hazardous or radioactive substances, existing or former storage tanks (whether below or above ground) and any parts of the Property that are or were landfill.
- 15.5 Please provide full details of any notices, correspondence, legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems that affect the Property, or which have affected the Property within the last ten years, including any communications relating to the actual or possible presence of contamination at or near the Property. To the extent that the papers provided are silent, please rely on your own investigation.
- 15.6 Please provide full details of how any forms of waste or effluent from the Property (including surface water) are disposed of, including copies of any relevant consents, agreements and correspondence. To the extent that the papers provided are silent, please rely on your own investigation.
- 15.7 Please give details of any actual, alleged or potential breaches of environmental law or licences or authorisations and any other environmental problems (including actual or suspected contamination) relating to: To the extent that the papers provided are silent, please rely on your own investigation.

- (a) the Property; or
- (b) land in the vicinity of the Property that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property.

15.8 Please provide copies of any insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the Property. If such insurance cover has at any time been applied for and refused, please provide full details.

None known.

16 Occupiers and employees

16.1 Please give the names of anyone in actual occupation of the Property or receiving income from it. Except where apparent from the title deeds, please explain what rights or interests they have in the Property.

The Property will be provided with vacant possession on completion.

16.2 Except where apparent from the title deeds or revealed in reply to enquiry 16.1, please state whether any person, apart from you, has or claims to have any right (actual or contingent) to use or occupy the Property or any right to possession of the Property or to any interest in it.

A small part of the Property is currently under licence to the owner of 8 Edge Hill Avenue. The licence will be terminated prior to completion. The occupier of 6 Edge Hill Avenue is using a small part of the Property without permission. The Seller believes that this occupation has occurred after 2014 and the Property will be recovered prior to completion.

A small plot of land to the rear of 66 Beechwood Avenue (lying outside of the Property) is expected to be transferred to the owner of 66 Beechwood Avenue following the application of the Crichel Down Rules. This is not expected to have any impact on the Property.

16.3 If the Property is vacant, when did it become vacant?

The Property will be provided with vacant possession subject to the matters in 16.2.

16.4 Is there anyone to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 will or might apply, who is:

None known.

- (a) employed at the Property by you; or
- (b) employed at the Property by someone other than you; or
- (c) is otherwise working at or is providing services at or to the Property?

16.5 In respect of each person identified in reply to enquiry 16.4, please provide copies of the current contract of employment, any other contractual documentation and (if applicable) any service occupancy agreement for resident employees. Not applicable.

17 Insurance

17.1 Have you experienced any difficulty in obtaining insurance cover (including cover for public liability and, where relevant, for loss of rent) for the Property at normal rates and subject only to normal exclusions and excesses? No.

17.2 Please give details of the claims history and any outstanding claims. None known.

17.3 Is there any insurance benefiting the Property, other than buildings insurance and any policy disclosed in reply to enquiry 5.1 (defect in title) or 15.8 (environmental insurance)? None available for the benefit of the Buyer.

17.4 If an existing buildings insurance policy will remain in place after completion of the Transaction, or is to be relied on by the Buyer until completion, please supply a copy of the policy including the proposal form (if available) and schedule of insurance cover and (where not shown on the schedule) provide the following information: Not applicable.

- (a) the insurer's name and address;
- (b) the policy number;
- (c) the risks covered and the exclusions and the excesses payable;
- (d) the sums insured (showing separately, where applicable, the sums for buildings, plant and machinery, professionals' fees, loss of rent and public liability);
- (e) the name(s) of the insured(s) and of all other persons whose interests are (or will be) noted on the policy;
- (f) the current premium;
- (g) the next renewal date;
- (h) the name and address of the brokers; and
- (i) details of any separate terrorism insurance arrangements.

17.5 Please confirm that all premiums have been paid that are required to maintain the cover referred to in enquiry 17.4 up to the next renewal date following the date of the Seller's replies to these enquiries. Not applicable.

- 17.6 Please provide details of any circumstances that may make the policy referred to in the reply to enquiry 17.4 void or voidable. Not applicable.
- 18 Rates and other outgoings**
- 18.1 What is the rateable value of the Property? Please rely on your own enquiries of the rating authority.
- 18.2 Please confirm that the Property is not assessed together with other premises or, if it is, please give details. Please rely on your own enquiries of the rating authority.
- 18.3 Please provide copies of any communications received in connection with: None available.
- (a) the latest rating revaluation and any returns made; and None available.
- (b) any proposal or pending appeal. None available.
- 18.4 Please give details of: Please rely on your own enquiries of the rating authority.
- (a) any works carried out to, or any change of use of, the Property that may cause the rateable value to be revised; and
- (b) any application made for the rateable value to be revised.
- 18.5 In the current year what is payable in respect of the Property for: Please rely on your own enquiries of the relevant bodies.
- (a) uniform business rates; and
- (b) water rates, sewerage and drainage rates?
- 18.6 Have you made any claim for void period allowance or for exemption from liability for business rates? If so, please give details. None known.
- 18.7 Is the Property the subject of transitional charging arrangements? If so, please give details. Please rely on your own enquiries of the rating authority.
- 18.8 Except where apparent from the title deeds, please give details of all outgoings (other than business, water, sewerage and drainage rates) payable by the owner or occupier of the Property, and confirm that all payments due to date have been made. No such outgoings are known.
- 18.9 Is the Property situated within an area subject to a Business Improvement District (BID) arrangement? The Seller has received no notice of a BID.
- 18.10 If the Property is within an area subject to a BID arrangement, please provide the following: Not applicable.
- (a) the name and address of the BID body;

- (b) the amount of the levy payable in respect of the Property; and
- (c) details of any arrangements under which you may be liable to contribute to the funding of the BID even if you are not the rateable occupier.

18.11 If the Property is not within an area subject to a BID arrangement, are you aware of any proposal to create a BID that will include the Property?

The Seller has received no notice of a proposed BID.

19 Notices

19.1 Except where details have already been given elsewhere in replies to these enquiries, please supply copies of all notices and any subsequent correspondence that affect the Property or any neighbouring property and have been given or received by you or (to your knowledge) by any previous owner, tenant or occupier of the Property.

Please rely on the papers provided.

19.2 Are you expecting to give or to receive any notice affecting the Property or any neighbouring property?

Please refer to 16.2 above.

20 Disputes

Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints that are currently outstanding, likely or have arisen in the past and that:

The Seller does not know of any disputes, claims, actions, demands or complaints relating to the Property or to any rights enjoyed with the Property that are currently outstanding other than ongoing correspondence with the owners of numbers 6 and 8 Edge Hill Avenue as set out in 16.2. The remainder of this enquiry is too wide and you must rely on your own investigation.

The owner of Number 66 Beechwood Avenue has previously complained about noise and tree related matters however no formal dispute/notices were served and the matters are believed to be resolved.

- (a) relate to the Property or to any rights enjoyed with the Property or to which the Property is subject; or
- (b) affect the Property but relate to property near the Property or any rights enjoyed by such neighbouring property or to which such neighbouring property is subject.

21 Community Infrastructure Levy (CIL)

- 21.1 Has any planning permission (including any permission under section 73 of the Town and Country Planning Act 1990) relating to the Property been granted that is subject to the Community Infrastructure Levy ("CIL")? None known.
- 21.2 Has any other CIL liability been incurred in respect of the Property relating to development authorised by permitted development rights or any other "general consent" (as defined in Regulation 5 of the CIL Regulations 2010)? None known.
- 21.3 Are you aware of any existing or future CIL liability relating to the Property? None known.
- 21.4 Has any notice or correspondence relating to any existing or future CIL liability in respect of the Property (including in relation to any payments of CIL in kind) been sent, lodged or received? If so, please supply a copy of all such notices and correspondence. None known.
- 21.5 Have you lodged or received notice of any undetermined planning applications (including any planning appeals) relating to the Property or are you aware of any such applications? None known.
- 21.6 If any CIL liability has been, or is to be, incurred, relating to the Property, has any notice been served under the CIL legislation assuming liability for the CIL or is there any legal obligation on anyone to do so? None known.
- 21.7 Where someone has assumed liability for any CIL, or is under an obligation to assume liability for any existing or future CIL, relating to the Property, what protection is in place
- (a) to prevent that person withdrawing their assumption of liability?
 - (b) to prevent that person transferring their assumption of liability without the consent of the Buyer, following completion of the Transaction?
 - (c) to protect the Buyer from default liability if the person who has assumed liability defaults and the collecting authority seeks or requires payment of the whole or any part of the CIL from the Buyer?
- 21.8 If any CIL liability has been, or is to be, incurred, relating to the Property, have any of the buildings forming part of the Property been in lawful use for a continuous period of six months within the period of three years before planning permission first permitted the chargeable development? If so, please specify which buildings or part(s) of such buildings have been in lawful use. Not applicable. There are no buildings on the property.
- 21.9 If any CIL liability has been, or is to be, incurred relating to the Property, is there any proposal to demolish any of the buildings forming part of the Property, or have any buildings that once formed part of the Property been demolished since the grant of a planning permission that is None known.

subject to CIL? If so, please provide details.

- 21.10 In relation to any CIL liability that has been, or is to be, incurred relating to the Property, are you aware that any relief has been claimed? If so, please provide full details including the date when the chargeable development in connection with which the relief was claimed was commenced. None known.

22 Commonhold

- 22.1 Does the Property include any land that is the subject of any application, or any proposed application, to the Land Registry for registration of a freehold estate in commonhold? Not applicable.
- 22.2 Have you consented or been asked to consent to the establishment of a freehold estate in commonhold that would include the Property or any part of the Property? Not applicable.

23 Stamp Duty Land Tax (SDLT) on assignment of a lease

In this enquiry, **Lease** has the same meaning as in CPSE.4 ("the lease under which the Property is held and which is to be assigned by the Seller to the Buyer"). The whole of enquiry 23 is not applicable.

- 23.1 If the grant of the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease was a land transaction for SDLT purposes, Not applicable.
- (a) what was the date of the grant of the Lease or substantial performance (or later transaction) for SDLT purposes? Not applicable.
- (b) was the transaction notifiable? Not applicable.
- (c) if the transaction was notifiable, please provide a copy of each land transaction return made to HMRC and copy of each certificate issued by HMRC certifying that the transaction was notified to them; Not applicable
- (d) if the transaction was not notifiable, please specify why it was not and provide a copy of any self-certification certificate made on the grant of the lease (or later transaction) or otherwise certify the effective date of the grant of the lease or substantial performance. Not applicable
- 23.2 Is there a potential or outstanding obligation to make an additional land transaction return to HMRC as a result of any of the following occurring during the first five years from the date given in the answer to Enquiry 23.1(a): Not applicable.
- (a) the settlement or determination of any rent reviews or any other provision for varying the rent; or

- (b) the settlement or determination of any contingent, uncertain or unascertained rents?

If there is, please provide a full schedule of the rents payable and paid in each quarter since the date given in the answer to Enquiry 23.1(a).

23.3 If a premium was paid for the grant of the lease or any assignment of the lease to you Not applicable.

- (a) was the whole or any part of that premium contingent, uncertain or unascertained;
- (b) if it was, does the whole or any part of that premium remain contingent, uncertain or unascertained; and
- (c) have you made any application to HMRC to defer payment of SDLT on that contingent, uncertain or unascertained consideration?

23.4 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you, that would result in the assignment of the Lease by you being deemed to be the grant of a new Lease? Not applicable.

24 Deferred payments of SDLT

If you have made any application to defer the payment of SDLT on any contingent, uncertain or unascertained consideration and you are seeking an indemnity from the buyer in respect of the deferred payment: Not applicable.

- (a) please provide a copy of the original land transaction return made to HMRC and a copy of the certificate issued by HMRC certifying that the transaction was notified to them;
- (b) please provide a copy of all correspondence with HMRC regarding the application to defer the payment of SDLT;
- (c) what is the amount of SDLT on which payment has been deferred;
- (d) when does the period of deferral end; and
- (e) has any event occurred that quantifies the amount of the contingent, uncertain or unascertained consideration that would impose an obligation on you to make a further land transaction return to HMRC?

25 Value Added Tax (VAT) registration information

25.1 Are you registered for VAT? Yes.

25.2 If so, please provide details of your VAT registration number. VAT registration number 756276990.

25.3 If you are registered as part of a VAT group, please provide the name of the representative member. The name of the representative member is Transport Trading Ltd.

26 Transfer of a business as a going concern (TOGC)

26.1 Do you expect the Transaction to be treated as a TOGC and so to be outside the scope of VAT? No.

If you answered no, please go to enquiry 27 below; otherwise please answer enquiries 26.2–26.5 below.

26.2 Why do you think TOGC treatment will apply? Not applicable.

26.3 Are there any factors (other than those solely within our control) that may affect the availability of this treatment? Not applicable.

26.4 Is the Transaction partly within and partly outside the scope of VAT (being a TOGC)? If so, how do you propose to apportion the price between the two elements? Not applicable.

26.5 Is the Property a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following: Not applicable.

(a) the start date of the adjustment period and of any intervals that have started or will start before completion of the Transaction;

(b) the original deductible percentage;

(c) the total input tax attributable to the Property (whether or not recoverable) that is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax that has been recovered by you, or by anyone previously responsible for making adjustments during the current period of adjustment; and

(d) details of any adjustment of the input tax recovered in relation to the Property by you or anyone previously responsible for making adjustments.

27 Other VAT treatment

If and to the extent that the Transaction may not be a TOGC (however unlikely this may be) or TOGC status is not available, will the Transaction (or any part of it) be treated for VAT purposes as:

(a) standard-rated (*if yes, please go to enquiry 28 below*); Not applicable.

(b) exempt (*if yes, please go to enquiry 29 below*); Yes.

(c) zero-rated (*if yes, please go to enquiry 30 below*); or Not applicable.

- (d) outside the scope of VAT (other than by reason of being a TOGC)? (if yes, please go to enquiry 31 below). Not applicable.

28 Standard-rated supplies

- 28.1 Why do you think that the Transaction (or any part of it) is standard-rated? Not applicable.

- 28.2 If the Transaction (or any part of it) is compulsorily standard-rated (as the freehold sale of a new or uncompleted building or civil engineering work), please state: Not applicable.

- (a) the date of the certificate of practical completion of the Property (or each relevant part);
- (b) if different, the date on which it was first fully occupied; and
- (c) whether the Property (or any part of it) is not yet completed.

- 28.3 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Property? If so, please: Not applicable.

- (a) supply a copy of the option to tax and the notice of the option given to HMRC and any notices and correspondence received from HMRC in relation to the option;
- (b) supply a copy of any permission required from HMRC for the option or, where relevant, details of any automatic permission relied upon, and provide confirmation that any conditions for such permission have been satisfied; and
- (c) confirm that the option applies to the whole of the Property and has not been and cannot be disapplied or rendered ineffective for any reason and cannot and will not be revoked.

- 28.4 Where the Transaction is the assignment of a lease, has the landlord (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Lease? Not applicable.

Unless you also answered yes to enquiry 27(b), (c) or (d), please now go to enquiry 32.

29 Exempt supplies

- 29.1 Why do you think the Transaction (or any part of it) will be exempt? The vendor has not exercised a VAT option to tax over the site

- 29.2 Does the Transaction involve both standard-rated and exempt supplies? If so, how do you propose to apportion the price between the two elements? Not applicable.

Unless you also answered yes to enquiry 27(c) or (d), please now go to enquiry 32.

30 Zero-rated supplies

- 30.1 Why do you think that the Transaction (or any part of it) is zero-rated? Not applicable.

- 30.2 Does the Transaction involve both standard-rated and zero-rated supplies? If so, how do you propose to apportion the price between the two elements? Not applicable.

Unless you also answered yes to enquiry 27(d), please now go to enquiry 32.

31 Transactions outside the scope of VAT (other than TOGCs)

- 31.1 Why do you think that the Transaction (or any part of it) is outside the scope of VAT? Not applicable.

- 31.2 Is the Transaction partly within and partly outside the scope of VAT (other than by reason of being a TOGC)? If so, how do you propose to apportion the price between the two elements? Not applicable.

32 Capital allowances

NOTE: In this enquiry 32 "**plant and machinery fixtures**" means plant and machinery fixtures at the Property

- 32.1 Do you hold the Property on capital account as an investor/owner-occupier, or on revenue account as a developer/property trader as part of your trading stock? Please specify which. The whole of enquiry 32 is not applicable.

- 32.2 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool? If so, please answer the supplementary questions in enquiry 32.9 in respect of that expenditure. No.

- 32.3 If you have not pooled any expenditure on plant or machinery fixtures: Not applicable.

(a) will you do so if the Buyer asks you to?

(b) if so, by when?

(c) if not, why not?

- 32.4 If you bought the Property and cannot pool any expenditure on plant and machinery fixtures: Not applicable.

- (a) please provide the name and contact details of everyone who has owned the Property since April 2014;
- (b) please provide evidence that the most recent previous owner who was entitled to claim allowances pooled any expenditure on plant and machinery fixtures? Please answer the supplementary questions in enquiry 32.9 in respect of that previous owner's expenditure.
- 32.5 Please provide details of any plant and machinery fixtures which were paid for by a tenant, including any contributions made by you towards their cost. Not applicable.
- 32.6 Please provide details of any plant and machinery fixtures which are leased to you by an equipment lessor. Not applicable.
- 32.7 If the transaction is the grant of a new lease at a premium, and you are entitled to do so and the Buyer asks you to, will you enter into a Capital Allowances Act 2001 section 183 election for the Buyer to be treated as the owner of the plant and machinery fixtures for capital allowances purposes? Not applicable.
- 32.8 Please provide details of any expenditure on plant and machinery that you have treated as long-life assets, or any expenditure upon which you have claimed another type of capital allowances (for example, industrial buildings allowances, research and development allowances, business premises renovation allowances and so on). Not applicable.

Supplementary Enquiries

- 32.9 For each plant and machinery fixture for which a claim has been made or expenditure has been pooled, please: Not applicable.
- (a) provide a description of that fixture;
- (b) state when that fixture was acquired;
- (c) state whether that fixture was installed by you, or already installed by a previous owner (please specify which);
- (d) state the amount of expenditure pooled in respect of that fixture; and
- (e) (where enquiry 32.2 applies) confirm that you will enter into a Capital Allowances Act 2001 section 198 election in that amount (or other appropriate amount, to be agreed) if asked to do so by the Buyer.
- OR
- (f) (where enquiry 32.4 applies) confirm whether the most recent previous owner who was entitled to claim allowances entered into a Capital Allowances Act 2001 section 198 election and, if so, in what amount.

32.10 Please provide the name and contact details of your capital allowances adviser. Please confirm that we may make contact with him/her in order to obtain information about the matters dealt with in this enquiry 32.

Not applicable.

