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# 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

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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**

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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

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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.

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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.

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#### **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**

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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.

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Signed Dentons UKMEA LLP

Dated.....17/4/2017.....



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**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:	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.
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>

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**SCHEDULE 3**  
**OUTSTANDING MATTERS**

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

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**ANNEXES:**

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

**ANNEX B : DRAINAGE SEARCH PLAN**

**ANNEX C: HIGHWAYS SEARCH PLAN**