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Applications are pending in Land Registry, which have not been completed against this title.



Official copy of register of title

Title number EGL340303

Edition date 05.03.2014

- This official copy shows the entries on the register of title on 03 FEB 2017 at 15:09:12.
- 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 03 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.

TOWER HAMLETS

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Part of the Docklands Light Railway on the north side of Royal Mint Street and Cable Street, Stepney.
- 2 The land edged and numbered 1 in blue on the filed plan was formerly copyhold of the manor of Stepney and the rights saved to the Lord by the 12th Schedule of the Law of Property Act 1922 are excepted from this registration.
- 3 An Agreement dated 7 November 1896 made between (1) The Great Eastern Railway Company and (2) The Reverend George Davenport and others relates to rights of light and air in respect of the land edged and numbered 2, 3 and 4 in blue on the filed plan.
- 4 An Agreement dated 24 January 1908 made between (1) The Greater Eastern Railway Company and (2) The Rev. Lionel Smithett Lewis and others relates to rights of light and air in respect of the land edged and numbered 2, 3 and 4 in blue on the filed plan.
- 5 The Transfer dated 17 May 1956 referred to in the Charges Register contains an Agreement and Declaration as to right of light air support or other easement.
- 6 The Conveyance dated 12 July 1957 referred to in the Charges Register contains the following provision :-

"THERE are not included in the Conveyance :-

(a) any mines or minerals under the property hereby conveyed or any right of support from any mines or minerals whatsoever

(b) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Commission or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Commission (whether intended to be retained or to be sold by them)
- 7 The Transfer dated 8 August 1969 referred to in the Charges Register contains exceptions and reservations in the following terms and this registration takes affect subject thereto :-

A: Property Register continued

"THERE are excepted and reserved to the Board the rights referred to in the Third Schedule hereto

THE THIRD SCHEDULE hereinbefore referred to

(Rights Reserved)

(i) any mines or minerals under the property save in so far as the same are vested in the Board

(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

(iii) the right at any time for the purpose only of the operational needs of the Board's railway undertaking to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the land hereby transferred and any access of light and air over the adjoining land of the Board shall not be enjoyed as of right

(iv) the right of support from the land hereby transferred for the adjoining property of the Board

(v) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the land hereby transferred now used for the benefit of the adjoining property of the Board PROVIDED that the Council or its successors in title may if it or they decide that any such drains pipes wires cables and works will obstruct prevent or hinder the development or redevelopment of the land hereby transferred or any part thereof divert or replace the same to such a position and in such a manner as shall be to the reasonable satisfaction of the Board the costs of any such diversion or replacement to be borne by the Council or its said successors as the case may be

(vi) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times upon giving reasonable notice except when in the opinion of the Board the necessity for exercising the right is one of emergency when no notice will be required to enter upon the property for the purpose of exercising the right reserved by paragraph (v) of this Schedule

(vii) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times upon giving reasonable notice except when in the opinion of the Board the necessity for exercising the right is one of emergency when no notice will be required to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences wall railways banks abutment or retaining walls bridge and other works of the Board on their adjoining land The Board making good any damage occasioned to the property and any buildings or other erections at any time thereon with their appurtenances by the exercise of the rights reserved by paragraphs (v) (vi) and (vii) of this Schedule and keeping any disturbance thereby caused to a minimum"

8 The Transfer dated 8 August 1969 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the carrying on by the Board of their undertaking on their adjoining land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to transfer the said land as Beneficial Owners nor to be in derogation of their grant"

9 The land edged and numbered 1, 5, 6, 7, 8 and 9 in blue on the filed plan has the benefit of the exceptions and reservations contained in

A: Property Register continued

Paragraph 1, but is subject to the exceptions and reservations contained in paragraph 2 of a Deed of Exchange of land on the North side of Cable Street dated 14 November 1977 made between (1) Greater London Council and (2) British Railways Board.

NOTE: Original filed under NGL318522.

- 10 The mines and minerals or any right of support therefrom (except as mentioned in the Second Schedule to the Deed of Exchange dated 14 November 1977 referred to in the Charges Register) are excluded from registration.
- 11 The Deed of Exchange dated 14 November 1977 referred to in the Charges Register contains a provision as to light or air.
- 12 (06.03.2000) By a Deed dated 16 December 1999 made between (1) Railtrack Plc and (2) Docklands Light Railway Limited the land was expressed to be granted rights in respect of the Docklands Light Railway Bank extension.

NOTE: Original filed.
- 13 (04.10.2011) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 PROPRIETOR: DOCKLANDS LIGHT RAILWAY LIMITED (Co. Regn. No. 2052677) of PO Box 154 Castor Lane, Poplar, London, E14 and care of the Property Asset Register Manager, Transport for London, 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 A Conveyance of the land edged and numbered 10 and 11 in blue on the filed plan and other land dated 25 March 1841 made between (1) The London and Blackwall Railway Company and (2) John Ludon contains covenants details of which are set out in the Schedule hereto.
- 2 A Conveyance of the land edged and numbered 2 in blue on the filed plan and other land dated 10 September 1841 made between (1) The London and Blackwall Railway Company (2) George Henry Simmonds (3) The Reverend William Weldon Champneys The Reverend Neville Jones, Thomas Craven, William Henry Graves and John Howard and (4) Edward Malley contains restrictive covenants.

NOTE: Copy covenants filed under LN75208

- 3 A Conveyance of the land edged and numbered 3 in blue on the filed plan and other land dated 10 September 1841 made between (1) The London and Blackwall Railway Company (2) George Henry Simmonds (3) The Reverend William Weldon Champneys The Reverend Neville Jones, Thomas Craven, William Henry Graves and John Howard and (4) Edward Malley contains covenants identical with those contained in the Conveyance dated 10 September 1841 referred to above.
- 4 Lease dated 7 February 1899 of the land edged and numbered 7 in blue on the filed plan to Isaac Cohen for 80 years from 29 September 1898 at the rent of £36.

NOTE 1: The Lease comprises also other land

NOTE 2: Lessee's Title registered under EGL337837.

C: Charges Register continued

5 By a Transfer dated 7 September 1953 (filed under LN110883) an easement or right in perpetuity was granted to the British Transport Commission for all or any of the purposes of The British Transport Commission) Act 1951 and the Acts incorporated therewith or some or one of them over the land tinted yellow on the filed plan for the purpose of constructing, maintaining renewing and using thereover an extension of the viaduct carrying the railway between Fenchurch Street and Stepney East Station and other works authorised by the said Act of 1951. The registration of the land in this title takes effect subject to said right or easement.

6 The land edged and numberd 10 in blue on the filed plan is subject to the rights reserved by a Transfer thereof dated 17 May 1956 made between (1) The British Transport Commission (2) Benjamin Dubosky, Stanley Newman and Leslie Dubosky.

NOTE: Copy (without plan) Filed.

7 The land edged and numbered 2, 3 and 4 in blue on the filed plan is subject to rights to maintain and repair a gantry and ancillary rights of entry granted in a Deed dated 1 October 1956 made between (1) J Freimuller (Ship's-Stores) Limited and (2) The British Transport Commision.

NOTE: Copy filed under LN7508.

8 The land edged and numbered 12 in blue on the filed plan is subject to the following rights reserved by a Conveyance dated 12 July 1957 made between (1) The British Transport Commission and (2) J Freimuller (Ships Stores) Limited:-

"THERE is reserved to the Commission the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property hereby conveyed and any access of light and air over the adjoining land of the Commission shall be deemed to be enjoyed by the licence or consent of the Commission and not as of right"

9 A A Transf er of the land edged and numbered 13 in blue on the filed plan dated 8 August 1969 made between (1) British Railways Board and (2) Greater London Council contains covenants details of which are set out in the schedule of restrictive covenants hereto.

10 A Deed of Exchange of the land edged and numbered 14 and 15 in blue on the filed plan and other land dated 14 November 1977 made between (1) Greater London Council and (2) British Railways Board contains restrictive covenants.

NOTE: Copy filed under NGL317524.

11 The land edged and numbered 14 and 15 in blue on the filed plan is subject to the rights reserved by the Deed of Exchange dated 14 November 1977 referred to above.

12 Agreement for Lease of the land tinted brown on the filed plan and other land dated 13 December 1979 in favour of The London Music Hall Protection Society Limited for 99 years from 13 December 1979.

NOTE: Copy filed under 262023.

13 (13.07.2010) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

14 (05.03.2014) Part of the land edged and numbered 6 in blue on the title plan is subject from 1 February 2010 to 22 June 2040 to the rights granted by a Lease of Easements dated 4 February 2014 made between (1) Docklands Light Railway Limited and (2) Network Rail Infrastructure Limited.

NOTE: Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 25 March 1841 referred to in the Charges Register:-

Covenants by the purchaser:

That he the said John Ludon his heirs or assigns or any person or persons who may lawfully or equitably claim through or under him or them shall not nor will at any time hereafter cut into or in any manner interfere with any of the arches piers foundations drains sewers or works of any part or parts of the said London & Blackwall Railway Company or dig or cut into the concrete under or adjoining any of the piers of the arches of the said railway and shall not nor will under any circumstances or upon any plea whatsoever dig or cut into any part of the land or lands expressed and intended to be hereby conveyed or otherwise assured as aforesaid within the distance of 15 feet from any of the piers of the archways lower than the inside of the concrete under or adjoining any of such piers and further that he the said John Ludon his heirs or assigns or any person or persons whomsoever who may lawfully or equitably claim through or under him or them shall not nor will at any time erect or build or cause or permit or suffer to be erected or built upon the land and hereditaments expressed and intended to be hereby conveyed or otherwise assured as aforesaid or any part thereof any roof or other part of any erection or building higher than the under or lower side of the stone cornice over the arches of the said railway within the distance of 6 feet from the face of the brickwork of the said railway (save and except etc. specially referring to a particular property) And further that he the said John Ludon his heirs or assigns or any person or persons whomsoever who may lawfully or equitably claim through or under him or them shall not nor will at any time hereafter erect or build or cause or permit or suffer to be erected or built within a distance of 6 feet from the face of the brickwork of the said railway any chimney flue or vent to terminate if used in a dwellinghouse for domestic purposes at a lower level than 9 feet above the rails of the said railway exclusive of any chimney pot which may be placed thereon or to terminate if used for the purpose of any forge smithy steam engine or any manufacturing or trade purpose at a height of less than 20 feet above the level of the said rails exclusive of any chimney pot which may be placed thereon And further will not at any time hereafter close or stop up or cause or permit or suffer to be closed or stopped up any of the openings in any of the piers of the arches of the said railway adjoining any part of the lands or hereditaments expressed or intended to be thereby conveyed through which the water has to be conducted or discharged into the earth.

- 2 The following are details of the covenants contained in the Transfer dated 8 August 1969 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the property or any part thereof in whosoever hands the same may come the Council hereby covenants with the Board to observe and perform the obligations set out in the Fourth Schedule hereto

THE FOURTH SCHEDULE hereinbefore referred to
(Council's covenants)

(i) Not at any time while the Board's adjoining land is used for the purposes of their railway undertaking -

(a) without previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto (such approval not unreasonably to be withheld) and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose

to erect or add to any building or structures or to execute any works on any part of the property Provided that if within six months of the submission of detailed plans and sections to the Board the Board have neither approved them nor imposed any conditions as to foundation or otherwise the Board shall be deemed to have given their approval

Schedule of restrictive covenants continued

without imposing any such conditions

(ii) If any works which may be so approved or deemed to have been so approved are carried out they shall be carried out to the reasonable satisfaction of the Board

(iii) Forthwith to erect and at all times thereafter to maintain to the satisfaction of the Board fences of a design to be reasonably approved by the Board all along the northern boundary of the property PROVIDED that such fences need not be erected in those places where walls or buildings stand in lieu thereof

(iv) Not to work win or get or allow to be worked won or gotten such of the mines and minerals included in the sale as lie within fifty feet (50 feet) of the Board's railway viaduct"

Schedule of notices of leases

1	13.07.2010 Tinted brown and Edged and numbered 6 in blue (part of)	Land on the north side of Cable Street	17.06.2010 from and including 5 June 2009 to and including 23 June 2040	EGL574137
NOTE: The lease comprises also other land.				
2	02.09.2010 edged and numbered 14 and 15 in blue	land on the north side of Cable Street	25.06.2010 from 25th June 2010 to 31st October 2017	EGL576233
3	04.10.2011 tinted blue (part of)	land at Cable Street	15.06.2011 10 years from 15.6.2011	AGL241305

End of register