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Official copy of register of title

Title number EGL290983

Edition date 08.11.2017

- This official copy shows the entries on the register of title on 30 NOV 2023 at 13:38:41.
- 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 30 Nov 2023.
- 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, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

HAVERING

- 1 (04.11.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 12 Boulter Gardens, Rainham (RM13 7QD).

NOTE: As to the part tinted blue on the title plan only the ground floor flat and store are included in the title.

- 2 (04.11.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 19 August 1991
 Term : 125 years from 13 September 1982
 Rent : £10 and service charge
 Parties : (1) The Mayor and Burgesses of the London Borough of Havering
 (2) Pearl Mary Ann Sexton
- 3 (04.11.1991) The above mentioned Lease is made pursuant to Part V of the Housing Act, 1985 and the land has the benefit of and is subject to the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.
- 4 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.
- 5 (17.09.2009) The landlord's title is registered.

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 (08.11.2017) PROPRIETOR: ALFRED DEREK DIABLE and EMILY-LOUISE MITCHELL of 12 Boulter Gardens, Rainham RM13 7QD.
- 2 (08.11.2017) The price stated to have been paid on 22 August 2017 was £260,000.
- 3 (08.11.2017) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (08.11.2017) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (08.11.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 22 August 2017 in favour of National Westminster Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (04.11.1991) A Conveyance of three plots of land at the junctions of Elm Park Avenue and St Nicholas Avenue and Warren Drive and Abbs Cross Land and in Southend Road respectively dated 24 October 1934 made between (1) Richard Costain Limited (Vendors) and (2) Taylor Walker & Company Limited (Purchaser) contains covenants by the Vendor details of which are set out in the Schedule of restrictive covenants hereto.
- 2 (04.11.1991) A Deed of Covenant and Agreement dated 25 January 1938 made between (1) Richard Costain Limited (Covenantors) and (2) Donald Alfred Fairfax (Covantee) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 3 (08.11.2017) REGISTERED CHARGE dated 22 August 2017.
- 4 (08.11.2017) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.

Schedule of restrictive covenants

- 1 The following are details of the Vendors covenants contained in the Conveyance dated 24 October 1934 referred to in the Charges Register.

"For the benefit of the said three pieces or parcels of land hereby conveyed the Vendors for themselves and their successors in title hereby covenant with the Purchasers and their successors in title but not so as to render the Vendors personally liable in damages for any breach thereof after they shall have parted with all interest in the unsold portion of the said Elm Park Estate as hereinafter mentioned or the part thereof in respect of which the breach occurs

(a) That they will not carry on or suffer to be carried on upon the unsold portion of the said Elm Park Estate (with the exception of the pieces or parcels of land coloured brown and yellow on the said Plan) now owned or contracted to be purchased by them which Estate is for the purpose of identity only edged with green on the said Plan hereto annexed or any part thereof or in any buildings erected or to be erected thereon the trade or business of a Licensed Victualler or seller of beer wine or spirits or allow the same to be used as a Club where alcoholic liquors are consumed or for any other purpose which may require a licence for the sale of alcoholic liquors and that they will not at any time hereafter sell or lease any part of the said unsold portion of the Elm Park Estate without requiring the Purchaser or Lessee thereof to covenant not to carry on or suffer to be carried on in or upon the land so sold conveyed or demised the trade or business of a licensed Victualler or seller of beer wine or spirits or allow the

Schedule of restrictive covenants continued

same to be used as a Club where alcoholic liquors are consumed or for any other purpose which may require a licence for the sale of alcoholic liquors

(b) That whenever any breach of the covenants entered into by the several Purchasers of the Lots on the said Elm Park Estate prior to the date hereof or to be entered into by any Purchaser or Lessee of any part of the said unsold portion of the said Elm Park Estate as aforesaid occurs the Vendors will at the request and cost of the Purchasers take and prosecute all such proceedings as may be necessary or expedient for enforcing the performance of the said covenants and will permit the Purchaser to commence and prosecute such proceedings in the names of the Vendors or otherwise the Purchasers however to indemnify the Vendors and their successors in title against all costs damages and expenses in respect of any such proceedings."

NOTE: The land in this title does not fall within the land coloured brown and yellow referred to. The land in this title falls within the land edged green referred to.

- 2 The following are details of the covenants contained in the Deed of Covenant and Agreement dated 25 January 1938 referred to in the Charges Register.

"THE Covenantors (with intent and so as to bind so far as practicable the property edged blue on the plan annexed hereto (except such parts as have already been sold or contracted to be sold by the Covenantors) into whosoever hands the same may come and to benefit and protect the said property known as Fairfax House and the property to be purchased by the Covenantee as hereinbefore mentioned but not so as to render the Covenantors liable for any breach of covenant committed after they shall have parted with all interest in the property in respect of which such breach shall occur) hereby covenant with the Covenantee that the Covenantors will not at any time hereafter carry on or suffer to be carried on upon the said property edged blue on the plan annexed hereto except such parts as have already been sold or contracted to be sold by the Covenantors or any part thereof or in any building erected or to be erected thereon the profession of a Dentist or Dental Surgeon and that the Covenantors will not at any time hereafter sell or lease any part of the said property edged blue on the said plan (except such parts as have already been sold or contracted to be sold by the Covenantors) without requiring the Purchaser or Lessee thereof to covenant not to carry on or suffer to be carried on in or upon the land so sold conveyed or demised the profession of a Dentist or Dental Surgeon."

NOTE: The Fairfax House referred to was in Timmins Avenue, Elm Park. The property to be purchased referred to fell within the Elm Park Estate. The land in this title falls within the land edged blue referred to.

End of register