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Official copy of register of title

Title number EGL106644

Edition date 11.01.2019

- This official copy shows the entries on the register of title on 22 NOV 2023 at 15:22:07.
- 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 22 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.

HAVERING

- 1 (25.09.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 40 Elm Park Avenue, Elm Park, Hornchurch, (RM12 4SW).
- 2 The land has the benefit of the following rights granted by the Conveyance dated 13 January 1936 referred to in the Charges Register:-

"TOGETHER ALSO with full right and liberty for the Purchaser and the Purchasers successors in title to use the sewers and drains pipes and electricity wires and mains now or hereafter constructed under the said road or roads or used in connection with the said dwellinghouse (in common with the Vendors and their successors in title and all other persons to whom a like grant has been or may hereafter be granted)."
- 3 The Conveyance dated 13 January 1936 referred to above contains the following provision:-

"IT IS FURTHER AGREED AND DECLARED by and between the parties that the Purchaser shall not by reason of these presents acquire any right or easement of light air or otherwise which would interfere with the unrestricted user (other than the covenant by the Vendors aforesaid) of any adjoining land belonging to the Vendors or their successors in title nor shall anything herein or in the Schedule hereto contained be construed to impose any restrictions whatsoever upon the user of the adjoining land of the Vendors or to create a building scheme."

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 (18.05.2000) PROPRIETOR: EILEEN WILLIAMS of 40 Elm Park Avenue, Elm Park, Hornchurch, Essex RM12 4SW.
- 2 (18.05.2000) The price stated to have been paid on 28 April 2000 was

B: Proprietorship Register continued

£79,995.

C: Charges Register

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

- 1 A Conveyance dated 24 October 1934 made between (1) Richard Costain Limited and (2) Taylor Walker & Company Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land in this title dated 13 January 1936 made between (1) Richard Costain Limited and (2) Robert James Renaut contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights reserved by the Conveyance dated 13 January 1936 referred to above:-

"EXCEPT AND RESERVED unto the Vendors and their successors in title free and uninterrupted passage and running of water and soil gas and electricity current from other parts of the Vendors' said estate through the sewers drains and watercourses pipes and electricity wires and mains which are or may at any time hereafter be in or under the land hereby conveyed.

Schedule of restrictive covenants

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

"the Vendors for the benefit of the three pieces or parcels of land thereby conveyed covenanted with the said Taylor Walker & Company Limited (but not so as to render the Vendors personall liable in damages for any breach thereof after they should have parted with all interest in the unsold portion of the said Elm Park Estate as thereafter mentioned or the part thereof in respect of which the breach occurs) That they would not carry on or usffer to be carried on upon the unsold portio of the said Elm Park Estate (of which the property hereby conveyed forms part) then owned or contracted to be purchased by the Vendors or any part thereof or in any buildings erected or to bwe 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 would not at any time thereafter 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 vicualler 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."
- 2 The following are details of the covenants contained in the Conveyance dated 13 January 1936 referred to in the Charges Register:-

"FOR the benefit of the Vendors' said estate now owned or contracted to be purchased by them and of every part thereof and so as to bind the property hereinbefore conveyed into whosoever hands the same may come (but so that the purchaser shall as regards any covenant restrictive of the user of the land hereinbefore conveyed be personally liable therefor so long only as the Purchaser if the owner of the said land or any part thereof in regard to which the breach occurs) the Purchaser hereby covenants with the vendors and their successors in title that the Purchaser and the persons deriving title under the Purchaser will observe and perform the stipulations and restrictions contained in the said First Schedule hereto.

The FIRST SCHEDULE before referred to:-

Schedule of restrictive covenants continued

STIPULATIONS AND RESTRICTIONS

1. No building other than one private dwellinghouse with suitable outbuildings shall be erected on the said land or any part thereof and such private dwellinghouse exclusive of outbuildings shall be of not less value than £3325.---such value to be the net first cost in material and labour of construction only estimated at the lowest current prices.
2. No building or erection shall be set up on the said land nearer to the road in front thereof than is indicated by the line marked "Building Line" or the frontage line of the dwellinghouse erected by the vendors.
3. The Purchaser will not carry on or suffer to be carried on in or upon the land hereby conveyed 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 required a licence for the sale of alcoholic liquors or for the profession of a medical practitioner physician or surgeon or carry on at or from the premises any business trade employment or pursuit.
4. No steam or other engine except a private motor-car or motor-bicycle belonging to the occupier of the said dwellinghouse shall at any time or times be erected or put upon the said land or any part thereof without the written consent of the Vendors.
5. All plans elevations and sections of any buildings (other than those erected by the Vendors) proposed to be erected (showing also drainage fencing and gates) and a general specification of the materials and construction of the said building shall be submitted to the Vendors or their architect for approval and a fee of £1.1s.0d paid therefor and until such plans and documents have been approved in writing by the Vendors or their architect no work in connection with the said building shall be commenced.
6. No clay or soil shall be removed from the land except such as may be necessary to be excavated for the purpose of erecting buildings thereon laying drains and gardening purposes.
7. The Purchaser shall maintain at the Purchaser's own expense good and sufficient boundary fences on the sides of the land as marked with a "T" on the plan within the boundary of the said land."

NOTE: No building line referred to was shown on the Conveyance Plan supplied on first registration. The Eastern boundary of the land in this title is marked T is referred to above.

End of register