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# Official copy of register of title

Title number EGL112367

Edition date 15.08.2018

- This official copy shows the entries on the register of title on 17 JAN 2022 at 17:07:54.
- 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 17 Jan 2022.
- 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 (01.04.1982) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 19 Derwent Way, Hornchurch (RM12 5HP).

NOTE: As to the part tinted blue on the filed plan, only the first floor flat is included in the title.

- 2 (01.04.1982) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 15 March 1982  
 Term : 125 years from 15 March 1982  
 Rent : £10  
 Parties : (1) The Mayor and Burgesses of The London Borough of Havering  
 (2) Edwin Mead and Joyce Vera Mead

- 3 The registered Lease is made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 and the land has the benefit of and is subject to the easements and rights specified in paragraph 2 of Schedule 2 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.

## 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

## B: Proprietorship Register continued

- 1 (15.08.2018) PROPRIETOR: GORDON ALFRED FAREY and ANN ELLEN FAREY of Oakwood Manor, 4 Oakwood Chase, Hornchurch RM11 3JT and LESLIE ERNEST WILLIAM FAREY and EDITH ANNE FAREY of 7 Coltishall Road, Hornchurch RM12 6NY.
- 2 (06.03.2012) The price stated to have been paid on 16 February 2012 was £140,000.
- 3 (06.03.2012) 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 (06.03.2012) A Transfer to a former proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (06.03.2012) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to a former proprietor is modified.
- 6 (15.08.2018) 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.

## C: Charges Register

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

- 1 A Conveyance of three plots of land at the junctions of Elm Park Avenue and St Nicholas Avenue and Warren Drive and Abbs Cross Lane 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 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 (01.04.1982) A charge having the priority specified in section 8 of the Housing Act 1980 to secure the liability under the covenant to repay discount contained in the lease under which the land is held.

## 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

## Schedule of restrictive covenants continued

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 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