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P. D. C.
£30,000.

H.M. - LAND-REGISTRY
LAND-REGISTRATION-ACTS-1925-TO-1971
RULE-72-OF-THE-LAND-REGISTRATION-RULES-1925

10
P.D.
STEV. DIR
03 DEC 1986
RECEIVED

COUNTY: ESSEX
DISTRICT: BRENTWOOD
PROPERTY: 31 WESTERN ROAD
DATE: 10th November 1986

1. PURSUANT to the provisions of Part V of the Housing Act 1985 and in consideration of TWENTY-THREE-THOUSAND-POUNDS-(£23,000.00) BRENTWOOD-DISTRICT-COUNCIL of Council Offices Ingrave Road Brentwood Essex CM15 8AY (hereinafter called "the Council") as beneficial owner hereby transfers to FRANCIS-JOSEPH-MULLIN-AND-JOYCE-VERA MULLIN of 31 Western Road Brentwood in the County of Essex (hereinafter called "the Purchaser") the land and premises more particularly described in the First Schedule hereto (hereinafter called "the property")

2. The property is hereby transferred TOGETHER-WITH the rights but SUBJECT-TO the exceptions and reservations contained in the Second Schedule hereto

3. The Purchaser hereby covenants with the Council to observe and perform the stipulations set out in Part I of the Third Schedule hereto to the intent and so as to bind the property into whosoever hands the same may come and to benefit the adjoining and neighbouring property of the Council described in Part II of the Third Schedule hereto

4. The Purchaser hereby covenants with the Council to repair and keep in good repair and condition the boundary walls or fences indicated by a "I" mark within the boundary on the plan annexed hereto to the satisfaction of the Director of Housing for the time being of the Council

5. It is hereby agreed and declared that the Purchaser shall not be entitled to any easement or right of light or air or otherwise which would restrict or interfere with the free use of any neighbouring or adjoining property of the Council for building or other purposes and that the access and user of light and air to and for the property and to and for any dwellinghouse erection or building for the time being erected and standing thereon from and over the neighbouring or adjoining property of the Council is enjoyed under the express consent of the Council and the Council and its successors in title the owners or occupiers of the said neighbouring or adjoining property of the Council may from time to time and at any time



interfere with or destroy the access of light and air to the property and any erections thereon by erecting new buildings or altering existing buildings on the said neighbouring or adjoining property of the Council without any formal revocation of such consent

6. Where any repairs to the gutters and roofs of any adjoining property are of such a nature that the same require to be repaired jointly with the property hereby transferred then such repairs shall be carried out at the equally shared expense of the Transferee and the Council or adjoining owner as the case may be

7. The Purchaser for himself and his successors in title hereby covenants with the Council to the intent that this covenant shall bind the property into whosoever hands the same may come for the period hereinafter mentioned that pursuant to the provisions of Section 8 of the Housing Act 1980 if within a period of Five years (5) from the date hereof the Purchaser shall dispose of the property or any part thereof either by way of transfer of the freehold or by the grant of a Lease for a term of more than Twenty-one Years (21) otherwise than at a rack rent including an option for a transfer of the freehold or the grant of a Lease (hereinafter called "the further disposal") the Purchaser shall pay to the Council on demand the sum of TWENTY-FIVE THOUSAND POUNDS-(£25,000.00) (being the discount allowed to the Purchaser on the execution hereof) but reduced by Twenty per centum (20%) for each complete year which elapses after the date hereof and before the further disposal PROVIDED THAT if there is more than one further disposal during the said period of Five Years (5) the liability to repay the discount shall arise only on the first of them AND-PROVIDED-FURTHER that a disposal in pursuance of an Order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 or a vesting in a person taking under a Will or on an intestacy is not a disposal falling within this covenant

8. IT IS HEREBY-AGREED-AND-DECLARED-as-follows:-

- (1) The following provisions of this Clause shall have effect only where two or more persons are referred to in Clause 1 hereof as "the Purchaser"
- (2) Any liability under this Deed on the part of the Purchaser whether arising under a covenant or otherwise shall be treated as a liability on the part of all such persons jointly and severally

(3) As between such persons it is hereby declared that they shall stand possessed of the land hereby transferred upon trust to sell the same or any part thereof (with full power to postpone the sale) and to stand possessed of the net proceeds of sale and of the net rents and profits until sale upon trust for themselves as beneficial joint tenants

9. IT-IS-HEREBY-CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds THIRTY-THOUSAND-POUNDS-(£30,000)

FIRST-SCHEDULE
(Property-transferred)

ALL-THAT freehold property together with the dwellinghouse erected thereon or on some part thereof and known as 31 Western Road Brentwood shown coloured pink and pink hatched black on the plan annexed hereto

SECOND-SCHEDULE
PART-I--RIGHTS-GRANTED

(1) The right of free passage and running of gas electricity or other illuminant or source of power heat water and soil from and to the property through all electric mains appliances cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which are or at any time hereafter may be in under over or upon the neighbouring or adjoining premises of the Council or (insofar as the Council can grant such rights in respect thereof) formerly of the Council SUBJECT-TO the Purchaser cleansing repairing renewing and relaying as appropriate and when necessary all such cisterns tanks sewers drains gutters pipes wires cables ducts and conduits as aforesaid and bearing in equal proportions with the owners and occupiers of the neighbouring or adjoining premises using the same the costs charges and expenses thereof

(2) The right to enter with or without workmen at all reasonable times and upon giving reasonable notice upon the said neighbouring or adjoining premises for the purpose of inspecting cleansing repairing renewing and relaying the said cisterns tanks sewers drains gutters pipes wires cables ducts and conduits SUBJECT-TO the Purchaser making good all damage occasioned

(3) A right of way on foot only but with or without perambulators

over the land coloured blue hatched black on the plan annexed hereto for the Purchaser or Owners or Occupiers of the land hereby transferred

- (4) All other rights in the nature of easements or quasi easements now or usually enjoyed by or in respect of the property over the said neighbouring or adjoining premises

PART-II--EXCEPTIONS-AND-RESERVATIONS

- (1) The right of free passage and running of gas electricity or other illuminant or source of power heat water and soil from and to the neighbouring or adjoining premises of the Council through all electric mains appliances cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which are or at any time hereafter may be in under over or upon the property hereby transferred SUBJECT TO the Council and such others as aforesaid cleansing repairing renewing and relaying as appropriate and when necessary all such cisterns tanks sewers drains gutters pipes wires cables ducts and conduits as aforesaid and bearing in equal proportions with the owners and occupiers of the property and of the adjoining or neighbouring premises using the same the costs charges and expenses thereof
- (2) The right to enter with or without workmen at all reasonable times and upon giving reasonable notice upon the property for the purpose of inspecting cleansing repairing renewing and relaying the said cisterns tanks sewers drains gutters pipes wires cables ducts and conduits SUBJECT TO the Council making good all damage occasioned by or in connection with the exercise of the said right
- (3) EXCEPTING-AND-RESERVING unto the relevant statutory undertakers the right to lay maintain inspect renew use alter and remove under over or attached to the property any sewers pipes cables or other public utility services conductors serving or intended to serve adjoining premises and to enter on so much of the property and break-up the surface thereof so far as necessary from time to time for the purpose of laying relaying repairing maintaining altering and removing the said sewers and pipes cables and other public utility services conductors SUBJECT TO the relevant statutory undertakers making good all damage caused in exercise of such right
- (4) A right of way on foot only but with or without perambulators over the land coloured pink hatched black on the plan annexed hereto for the Owners or Occupiers of the neighbouring or

adjoining premises

- (5) All other rights in the nature of easements or quasi easements now or usually enjoyed by or in respect of the property over the said neighbouring or adjoining premises over the property

THIRD-SCHEDULE
(PART-I--STIPULATIONS)

- (a) No trade or business shall be carried on upon the property or any part thereof nor shall the same be used otherwise than as a private dwellinghouse and curtilage
- (b) No advertisement shall be displayed or permitted to be displayed and no shed outhouse advertisement board or hoarding or any other structure of any kind whether temporary or permanent shall be erected on the property or any part thereof nor shall any structural alterations in or additions to any building situate thereon be made without the previous consent in writing of the Council and if any such consent be obtained the Purchaser will carry out all subsequent works to the satisfaction of the Director of Housing for the time being of the Council
- (c) Not to do or keep or suffer to be done or kept on the property or any part thereof any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Council or to the occupiers or owners of the adjoining and neighbouring premises of the Council referred to in Part II of this Schedule or which may tend to lessen or depreciate the value of the said premises

PART-II-(Property-of-the-Council-benefited)

The Council's Western Road Housing Estate

THE COMMON SEAL OF THE BRENTWOOD
DISTRICT-COUNCIL was hereunto
affixed in the presence of:-

Robert Mather
CHAIRMAN OF THE COUNCIL

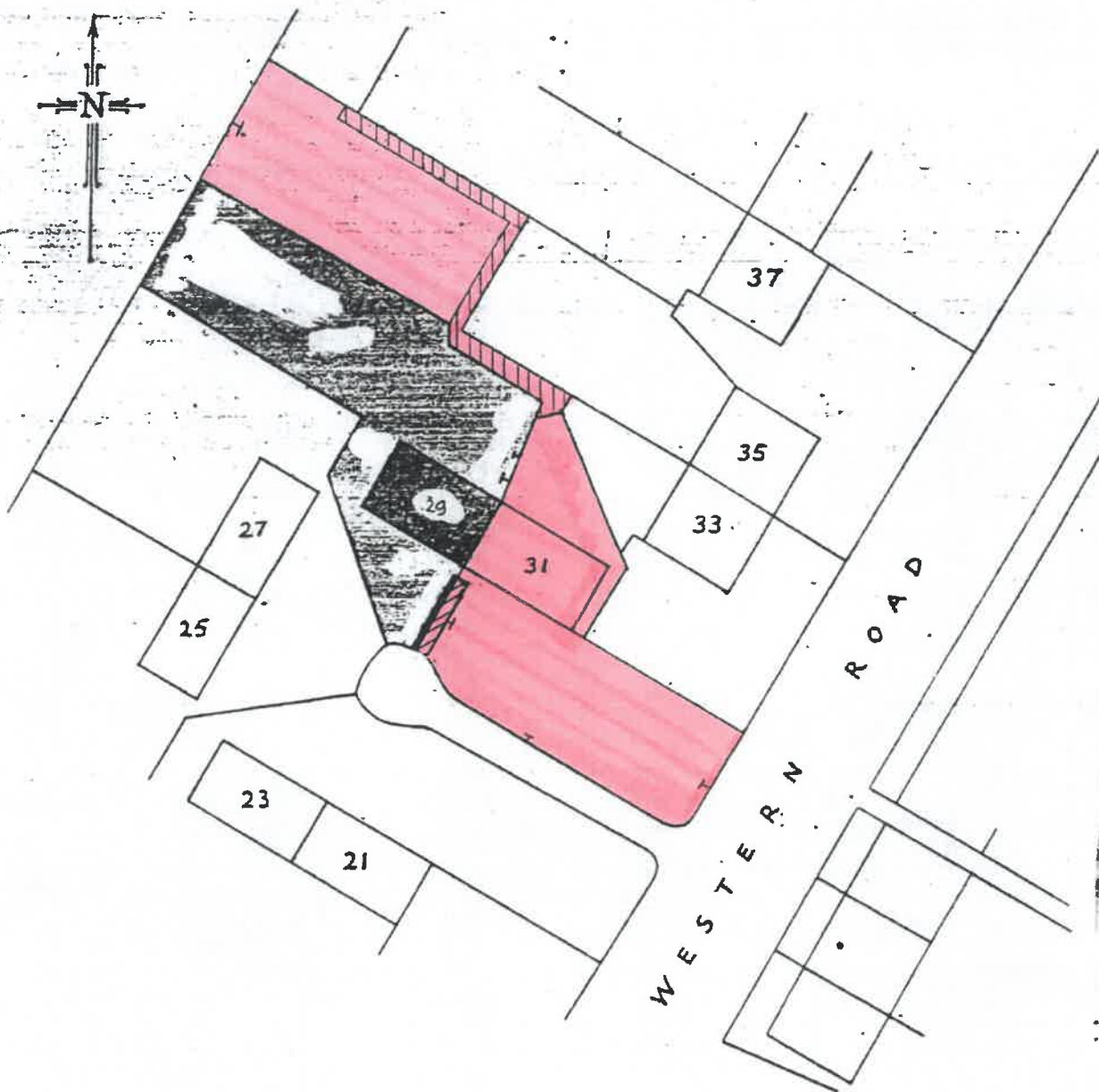
Francis Joseph Mullin
ASSISTANT-CLERK OF THE COUNCIL



Francis Joseph Mullin
SIGNED-SEALED-AND-DELIVERED by the
FRANCIS-JOSEPH-MULLIN-AND
JOYCE-VERA-MULLIN

in the presence of:-

J. Mullin
J. Mullin
Francis Joseph Mullin
Joyce Vera Mullin



BRENTWOOD DISTRICT COUNCIL
 HOUSING DIRECTORATE
 INGRAVE ROAD
 BRENTWOOD ESSEX CM15-8AY
 TEL BRENTWOOD 228060
 21 WESTERN RD
 DRWG N^o 67/86
 SCALE 1:500
 DRAWN CA.
 DATE 13.6.86.

Calphathor
J. Miller *James* *Barry*
J. Miller



