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## Title register for:

#### 100 Okehampton Crescent, Welling, DA16 1DA (Freehold)

Title number: SGL76950

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#### Register summary

Title number	SGL76950
Registered owners	
	100 Okehampton Crescent, Welling, Kent DA16 1DA
Last sold for	£330,000 on 16 November 2007

## **A:** Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date	
1	1969-02-24	BEXLEY
		The Freehold land shown edged with red on the plan of the above title filed at the Registry and

	being 100 Okehampton Crescent, Welling (DA16 1DA).
2	The Conveyance dated 14 March 1938 referred to in the Charges Register contains the following provision:-
	"PROVIDED ALWAYS AND IT IS HEREBY DECLARED that the Purchasers and their successors in title shall not be entitled to any right of light or air which would in any manner diminish or interfere with the free and unrestricted user of any adjoining property now belonging to the Vendor either for building or any other purpose and the assurance hereinbefore contained shall not be deemed or construed to imply the grant of any such right."

# **B: Proprietorship Register**

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

Class of Title: Title absolute

Entry number	Entry date	
1	2008-02-04	PROPRIETOR: of 100 Okehampton Crescent, Welling, Kent DA16 1DA.
2	2008-02-04	The price stated to have been paid on 16 November 2007 was £330,000.
3	2008-02-04	RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 16 November 2007 in favour of Bank of Scotland PLC referred to in the Charges Register.

# C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date	
1		A Conveyance of the land in this title and other land dated 16 December 1936 made between (1) Henry Joseph D'Avigdor-Goldsmid (Vendor) (2) Charles John Stewart Harper and Montague Wheeler (Trustees) and (3) John Stevens, Oliver George Stevens and William John Stevens (Purchasers) 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 14 March 1938 made between (1) Oliver George Stevens and William John Stevens (Vendors) and (2) Joseph Alexander Bulpitt (Purchaser) contains covenants details of which are set out in the Schedule hereto.
3	2008-02-04	REGISTERED CHARGE dated 16 November 2007.
4	2008-02-04	Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Birmingham Midshires Division, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.
5		The following are details of the covenants contained in the Conveyance dated 16 December 1936 referred to in the Charges Register.
		The Purchaser so that this covenant should run with and affect the property thereby conveyed and with the intent to bind themselves and their respective successors in title or other the person or

person in whom the fee simple of and in the said property should for the time being be vested but on the Purchasers only so long as they were the owners or occupiers of the said property or some part thereof did thereby covenant with the Vendor or other the person or persons for the time being entitled to the possession or receipt of the rents and profits of the Vendor's said Plumstead Estate and also as a separate covenant with the Trustees or other the Trustees or Trustee for the time being of the said Second Compound Settlement for the purposes of the Settled Land Act 1925 that they the Purchasers and their respective successors in title or such person or persons as aforesaid should and would observe perform and keep the stipulations restrictions and conditions set out in the First Schedule thereto.

#### THE FIRST SCHEDULE above referred to

- (a) THE Purchaser shall make all arrangements with the Agricultural or other Tenants of the property hereby assured as to temporarily fencing such portions of the land as they may wish to enclose but the boundaries shown by "T" marks on the plan annexed hereto shall be permanently fenced and at all times maintained to the satisfaction of the Vendor's Surveyors
- (b) Subject as hereinafter mentioned no building shall at any time be erected on the property or any part thereof other than detached or semi-detached private dwellinghouses not bungalows with offices and out-buildings appropriate and suitable for occupation with such private dwellinghouse previously erected and such blocks of dwellinghouses (other than detached or semi-detached) as shall be approved by the Vendor's Surveyor and the Local Authority or likely body and all such private dwellinghouses and outbuildings shall be erected and completed by the Purchasers

at their own expense. No house shall be of less value than £350 each and the value of a house shall be taken at its first cost in materials and labour of construction only estimated at the lowest current prices But the Purchasers shall be at liberty (subject to the consent of the Bexley Council or other Local Authority) to erect a limited number of shops or other small business premises the number and position thereof to be previously approved of by the Vendor's Surveyor whose fees for such approval shall be paid by the Purchasers as mentioned in clause (c) hereinafter contained.

- (c) Such dwellinghouses shall not at any time be used for any purpose other than as private dwellinghouses or the professional residence of a Solicitor Architect Medical Practitioner or Dentist duly registered with British Qualifications and no manufacture trade or business of any description shall at any time be carried on upon the property or any part thereof (except as hereinbefore provided) nor shall the property or any part thereof respectively or any building or other erection thereon or any of the fences thereof at any time be used for advertising purposes. Before commencing the development of the land or the erection of any buildings the Purchasers shall submit a "layout" scheme of development and also drawings of each type of house or (where permitted) shop or other small business premises for the approval in writing of the Vendors Surveyor such approval not to be unreasonably or vexatiously withheld and the Purchasers shall pay to such Surveyor his fees amounting to £3.3s.0d. in respect of each type of house or shop or other small business premises approved by him.
- (d) The Purchasers shall at their own expense and within two years from the date hereof make and form to the satisfaction of the Vendor's Surveyor the roads 40 feet in width approximately in the

positions shown by the colour brown on the said plan annexed hereto between the points marked "A" to "B" and "B" to "C" thereon such roads to be properly gravelled with a gravelled footpath on each side thereof (but not including curbing and channelling) together with such main sewers or drains under such roads (the depth and size of the sewer under the part of the roads between the road marked "A" to "B" and "B" to "C" to be previously approved by the Vendor's Surveyor) including the necessary extensions to connect with any existing sewers or any sewer which shall be made or which the said Surveyor or the District Council or other competent authority shall require to be made and shall obtain the approval thereof of such District Council, or other competent authority and will when necessary and until such roads and sewers shall be taken over by the said District Council keep in repair the roads and footpaths and maintain the sewer and drains there under to the reasonable satisfaction of the said Surveyor PROVIDED that if the Purchasers shall fail to make or complete the said roads and sewers as hereinbefore provided within the time aforesaid or shall not proceed with the works with proper diligence then the Vendor and all others authorised by him shall be at liberty (through under no obligation to do so) to re-enter on the property and resume possession thereof in order to complete or cause to be completed at the expense of the Purchasers the said roads and sewers and until repayment by the Purchasers the amount so expended shall be a charge upon the property in favour of the Vendor.

- (e) Nothing shall at any time be done on the property or any part thereof which shall be or become a danger nuisance or annoyance to the adjoining or neighbouring property or to the owners or occupiers thereof for the time being.
- (f) The Purchasers shall not excavate or carry away

from the property any sand gravel brick-earth stone chalk ballast or soil excepting such as may be necessary in connection with the construction of sewers or the future erection of buildings on this land by the Purchasers and such gravel and other materials shall be used in connection with the erection of such buildings and except that the Purchasers may excavate and remove clay and brick-earth from that portion of the property which is hatched in green on the said plan annexed hereto and which contains an area of 22" acres or thereabouts but the Purchasers shall not during the progress of any works or afterwards burn bricks or cement or create or allow any unnecessary nuisance on the property.

- (g) Nothing herein contained shall operate to impose any restrictions on the manner in which the Vendor or his successors in title under the Settlement or the Trustees or other the Trustees or Trustee for the time being of the Settlement Estate Owner or Owners for the time being of the said Goldsmid Plumstead and East Wickham Estates or the part thereof for the item being remaining unsold may deal with the whole or any part of the said Estate for the time being remaining unsold or in any way prevent him them or any of them from altering varying or waiving these restrictions and stipulations in respect of any other part or parts of the said Estate to such extent and in such manner as he or they may think fit.
- (h) These restrictions and stipulations are subject to the rules byelaws and regulations of the Local Public Authorities and to the provisions of any general or Local Acts of Parliament and in particular to the requirements of the Bexley or other Local Council's Town Planning Scheme.

NOTE 1: The "T" mark referred to in Clause (a) above does not affect any boundary of the land in

this title

NOTE 2: The land in this title does not adjoin the roads referred to in Clause (d) above

NOTE 3: The land in the title does not form part of the land hatched in green referred to in Clause (f) above.

The following are details of the covenants contained in the Conveyance dated 14 March 1938 referred to in the Charges Register.

"The Purchaser to the intent and so as to bind (so far as practicable) the property hereby conveyed into whosoever hands the same may come hereby covenants with the Vendors that the Purchaser and all persons deriving title under him will henceforth observe and perform the said restrictions and stipulations set out in the Schedule hereto Provided that the Purchaser and all persons deriving title under him shall not be personally liable for any breach of covenant committed after he or they shall have parted with all interest in the property in respect of which such breach shall occur.

#### THE SCHEDULE above referred to

- 1. THE Purchaser shall for ever maintain and keep in good repair substantial boundary fences or walls along the sides and rear of the said land. No such fence or boundary wall shall exceed six feet in height.
- 2. THE Purchaser shall indemnify the Urban District Council of Bexley (called the Council) from and against the costs and expenses of cleansing flushing maintaining and repairing the said drains and against all actions proceedings claims and demands arising either from the same not being

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properly cleansed flushed maintained and repaired or from any other cause whatsoever and will permit the Surveyor of the Council or Inspector of Nuisances to enter the said premises with or without assistants and workmen and cause the ground to be opened and examine the said drains and if the said drains or any part thereof shall on examination appear to require cleansing flushing mantaining amendments or repair the same shall on notice in writing being given by the Council to the Purchaser or to the occupier or occupiers for the time being of the said premises or any part thereof be forthwith cleansed flushed amended or repaired by or at the expense of the Purchaser to the satisfaction of the said Surveyor or Inspector of Nuisances and if the Purchaser shall fail to execute such works it shall be lawful for the Council if they think fit to execute such works and the Purchaser shall forthwith on demand repay to the Council the expenses incurred by them in so doing together with interest thereon at Five pounds per centum per annum from the date of such demand until payment.

- 3. NO hoarding for the display of advertisement or otherwise shall be erected upon any part of the said land or upon any building thereon and no part of the premises shall be used as an advertisement station for the display of boards posters or notices not relating solely to the selling or letting thereof.
- 4. NO messuage or other building erected on the said land or any part thereof shall be used for any purpose other than that of a private dwellinghouse. No profession trade business or manufacture shall be carried on upon any part of the said land or in any buildings erected or to be erected thereon. Nothing shall be suffered permitted or committed on the said land or any part thereof which is or may be or shall grow to be in any way a nuisance or annoyance to the Vendors or their tenants or the

occupiers of the adjoining or neighbouring property nor anything which tends to or may tend to depreciate the value of the adjoining or neighbouring property as a private residential estate or otherwise.

5. POWER is reserved to the Vendors and the owner or owners for the time being of Stevens No. 6 Estate to alter modify release or dispense with these restrictions and stipulations or any of them and of dealing or developing the remainder of the said estate independently of and free from the said restrictions and stipulations or any of them.