

Title Number : HD81772

This title is dealt with by HM Land Registry, Leicester Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 28 SEP 2019 at 17:01:33 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: HD81772
Address of Property	: 36 South Approach, Northwood (HA6 2ET)
Price Stated	: £640,000
Registered Owner(s)	: NICHOLAS ADAMOU and CAROLINE ADAMOU of 36 South Approach, Northwood, Hertfordshire HA6 2ET.
Lender(s)	: TSB Bank PLC SOTIRIS ADAMOU VASOS ADAMOU

Title number HD81772

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 28 SEP 2019 at 17:01:33. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title.

HERTFORDSHIRE : THREE RIVERS

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 36 South Approach, Northwood (HA6 2ET).

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 (24.10.2001) PROPRIETOR: NICHOLAS ADAMOUC and CAROLINE ADAMOUC of 36 South Approach, Northwood, Hertfordshire HA6 2ET.
- 2 (24.10.2001) The price stated to have been paid on 21 September 2001 for the land in this title and in title HD7411 was £640,000.
- 3 (24.10.2001) 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.
- 4 (26.07.2006) RESTRICTION: No disposition of the registered estate is to be registered without a certificate signed by the applicant for registration or his conveyancer that written notice of the disposition was given to HFC Bank Limited (Co. Regn. No. 1117305) at Restons Solicitors Limited of Arpley House, 59 Wilson Patten Street, Warrington, Cheshire WA1 1NF being the person with the benefit of Interim charging order on the beneficial interest of Nicholas Adamou made by the Uxbridge County Court on 18 July 2006 Court reference 6XC93443.
- 5 (31.07.2006) RESTRICTION: No disposition of the registered estate is to be registered without a certificate signed by the applicant for registration or his conveyancer that written notice of the disposition was given to Nationwide Building Society at Kings Park Road, Moulton Park, Northampton NN3 6NW being the person with the benefit of an interim charging order on the beneficial interest of Nicholas Adamou made by the Cardiff County Court on 7 July 2006 court reference 6JL55763.
- 6 (01.08.2006) RESTRICTION: No disposition of the registered estate is to be registered without a certificate signed by the applicant for registration or his conveyancer that written notice of the disposition was given to The Royal Bank of Scotland Plc (Scot Co. Regn. No. SC90312) at Direct Line Financial Services at 339 Southbury Road, Enfield, Middx EN1 1TW (REF: 7750250780167 352) being the person with the benefit of an interim charging order on the beneficial interest of Nicholas Adamou made by the Watford County Court on 12 July 2006 claim number 6JM21558.
- 7 (16.11.2009) RESTRICTION: No disposition of the registered estate, other than a disposition by the proprietor of any registered charge registered before the entry of this restriction, is to be registered without a certificate signed by the applicant for registration or their

B: Proprietorship Register continued

conveyancer that written notice of the disposition was given to MBNA Europe Bank Ltd (Co. Regn. No. 02783251) at Restons Solicitors Limited, Trinity Chambers, 800 Mandarin Court, Centre Park, Warrington, WA1 1GG, being the person with the benefit of an interim charging order on the beneficial interest of Caroline Adamou made by the Watford County Court on 6 November 2009 (Court reference 9X085936).

C: Charges Register

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

- 1 A Transfer of the land in this title and other land dated 28 November 1929 made between (1) Moor Park Limited (Vendors) and (2) Harold Andrew Caesar (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (22.10.2003) REGISTERED CHARGE dated 2 October 2003 affecting also title HD7411.
- 3 (17.10.2013) Proprietor: TSB BANK PLC (Scot. Co. Regn. No. SC095237) of Mortgages, P.O. Box 2230, Barnett Way, Barnwood, Gloucester GL3 9ED.
- 4 (07.09.2006) REGISTERED CHARGE dated 13 October 2005 affecting also title HD7411.
- 5 (07.09.2006) Proprietor: SOTIRIS ADAMOU and VASOS ADAMOU of 65 Winchendon Road, Fulham, London SW6 5DH.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 28 November 1929 referred to in the Charges Register:-

"THE Purchaser to the intent and so that the negative stipulations hereinafter contained shall be binding on the land hereby transferred into whosoever hands the same may come but not so as to render the Purchaser personally liable in damages for any breach of any negative stipulations occurring after he shall have parted with all interest in the premises in respect of which such breach shall occur doth hereby for himself and his assigns covenant with the Vendors and their assigns the owner or owners for the time being of the protected lands (which expression has the meaning given to it in the Third Schedule hereto) that the Purchaser and the persons deriving title under the Purchaser will at all times hereafter in relation to the land hereby transferred observe and perform the stipulations and regulations contained in the Third and Fourth Schedules hereto. PROVIDED ALWAYS that if and whenever before the expiration of Twenty-one years from the death of the last survivor of such of the following persons as were living on the 1st day of January last preceding the date of this instrument namely the Purchaser and the descendants of Her late Majesty Queen Victoria the protected land (as so defined) or any part thereof (not being the Vendors' estate as defined in the Third Schedule hereto) shall be sold or leased by the registered proprietor or proprietors of the Vendors' estate (as so defined) then the benefit of and the right to enforce the said negative stipulations shall not pass to the then purchaser or purchasers lessee or lessees by implication of law or equity except and so far only as such benefit and right shall be expressly assigned.

THE THIRD SCHEDULE above referred to.

Negative Stipulations to be Observed by the Purchaser.

1. In this Schedule the following expressions shall have the following meanings namely:-

"The said Land" shall mean the land above transferred.

"The Plan" shall mean the plan referred to in the above instrument of transfer.

Schedule of restrictive covenants continued

"The Protected Lands" shall mean all the lands (except the said land) comprised in the registered titles Nos. 12207, 12208, 15266, 19717, 19718, 19721, P38749 to P38760 inclusive, P39256, P39257, P39259 and P39260 in the Counties of Hertford and Middlesex under which immediately before the execution of the above Instrument of Transfer the Vendors were registered as proprietors with an absolute title whether subject to or free from incumbrances or leases.

"The Vendors' Estate" shall mean all so much as may from time to time remain of the protected lands after deduction therefrom of all such portions of the protected lands as may from time to time have been conveyed away by the Vendors or their assigns otherwise than by a conveyance en bloc of the entirety of the Vendors' estate and otherwise than by way of lease or mortgage.

"The Owner" shall mean the registered proprietor or proprietors from time to time of the Vendors' estate.

"The agent of the Owner" shall mean the architect surveyor or other duly authorised agent of the Owner.

2. The Purchaser shall be entitled (subject to restrictions as to plans site cost etc. hereinafter contained) to erect on the said land dwellinghouses only with or without offices outbuildings and stables or garage and also the walls or fences the erection of which is undertaken by the Purchaser. But no stable shall be erected without and save in strict accordance with the previous consent in writing of the Owner or of the agent of the Owner nor shall any part thereof be within 40 feet from any part of the dwelling-house. Subject as aforesaid no building or erection of any sort whatsoever may be erected on the said land nor any caravan, house on wheels, hut or other movable form of habitation shall be permitted thereon without and save in strict accordance with the previous consent in writing of the Owner or of the agent of the Owner. The dwellinghouses to be erected shall as regards plot A on the plan have a frontage to the said road of not less than 80 feet and a selling value of not less than £2,000. As regards plot A1 a frontage of 60 feet and a selling value of not less than £1750. And as regards the plots A2 a frontage of 45 feet and a selling value of not less than £1400.

3. The total superficial area covered by the buildings on the said land shall never exceed one quarter of the superficial area of the said land without and save in strict accordance with the previous consent in writing of the Owner or the agent of the Owner.

4. Without and save in strict accordance with the previous consent in writing of the Owner or the agent of the Owner no part of any building shall be erected within or project over any building line shewn on the plan or within 5'0" of any fence erected for the purpose of dividing the land into separate plots.

5. Every building erected on the said land shall be executed in the most substantial and workmanlike manner with sound materials of good quality and shall conform to the under-mentioned stipulations viz:-

(1) All half timber work (if any) used in the elevations must be properly constructed and framed together and not be sham, the timber to be of oak or other hard wood and left from the saw or adze. The main members are not to be less than 4 inches in thickness and framed and pinned with oak or other hard wood pins.

(2) All external walls of buildings that are treated with distemper or other colouring matter are to be re-distempered or re-coloured in the spring of every third year from the completion of the erection of the building on the said land.

(3) Yellow bricks are not to be used in elevations except a few if so desired in multicoloured brickwork.

(4) Glazed bricks are not to be used in face work. Patent bricks must not be used until submission to the Owner or agent of the Owner and the approval in writing of the Owner or agent of the Owner first being

Schedule of restrictive covenants continued

obtained.

(5) Terra-cotta or patent stone are not to be used in elevations without the previous consent in writing of the Owner or agent of the Owner.

(6) Purple slates or any type of slate or tile substitute are not to be used for roofs.

(7) Lead for external work is not to weigh less than 5 lbs. per square foot.

6. No building or other erection shall be erected or commenced to be erected on the land save in strict accordance with plans and specifications thereof prepared by an architect previously submitted to and approved in writing by the agent of the Owner in accordance with the following provisions.

7. The plans and specification to be submitted in duplicate to the Owner are:-

(A) A Block plan of the said land to a scale of 1/500th showing the position of the buildings outbuildings offices drains sewers and connections with sewers roads drives and fences or hedges.

(B) Complete plans of each floor of each building with elevations on every side and such sections as may be necessary to explain the character of the building and to shew the nature of the foundations footing of walls and dimensions of timbers to be drawn to a scale not less than 8 feet to 1 inch.

(C) A building specification sufficient properly to describe every building and the character and quality of the materials to be used and the works to be executed.

Linen copies of such plans are to be provided by the Purchaser and when approved by the agent of the Owner shall be signed by the agent of the Owner and by or on behalf of the Purchaser and be retained by the agent of the Owner. Approval of plans and specification by or on behalf of the Owner shall not involve any responsibility therefor or in respect of any defect therein or for the method of construction or stability of the building.

8. The Purchaser shall in the course of every building operation take all reasonable care to prevent unnecessary damage to the roads on the protected lands and in particular shall protect and maintain free from injury existing trees and hedgerows on or adjacent to the said land and the margins of any road or roads adjacent thereto. In default of the Purchaser taking all such reasonable care as aforesaid the Purchaser shall make good all damage caused by such default the amount of such damage to be settled by the agent of the Owner whose decision shall be final and binding both on the Owner and on the Purchaser and to be payable by the Purchaser to the Owner on demand. Where in order to obtain access to the said land the Purchaser has to cross any footway or margin which shall have been already formed the Purchaser shall before commencing any building operations provide at the Purchaser's own expense a sleeper or other wooden track across the same to the satisfaction of the agent of the Owner and shall make good all damage caused by the laying maintenance and use thereof.

9. Without the previous consent in writing of the agent of the Owner or except so far as may be necessary or proper for the performance of the works consented to by the owner or for the laying out of any garden or tennis lawn no sand earth clay loam or gravel shall be dug and no tree (exceeding 6 inches in diameter) or boundary hedge (below 4 feet 6 inches in height) on or adjacent to the said land shall be cut down or lopped.

10. The Purchaser shall at the Purchaser's own expense in the erection and execution of every house or other work comply in all respects with any building and other Acts applicable and with the regulations of the local authorities.

Schedule of restrictive covenants continued

11. The agent of the Owner may at all reasonable times enter upon the said land and house and works and view the state and progress of the house and works and the materials used and intended for use therein and the agent of the Owner shall be entitled (if he shall deem it necessary so to do) to condemn any materials proposed to be used in building.

12. No building shall at any time be erected on the said land in extension of or addition to or substitution for any building at any time existing thereon nor shall any alteration be made in any of the elevations or exterior portions of any such building from time to time existing except on the site and in accordance with plans and elevations which shall have been previously approved by the agent of the Owner and any building erected or altered without such previous approval or otherwise in breach of any of the stipulations of this schedule shall forthwith be pulled down or restored as the case may be upon the demand in writing of the agent of the Owner.

13. The land and the buildings thereon may be used for a private dwelling houses only or for any other purpose authorised in writing by the Owner. Subject as aforesaid, the said land and the buildings thereon shall not nor shall any part or parts thereof respectively be used for the purpose of any trade manufacture or business of any description or anything in the nature thereof or having the appearance thereof or for the reception of private patients or as an asylum hospital or charitable institution or for the purpose of any public body or society or as a church chapel school or mission hall or as a place of public amusement or resort or in or for any illegal or immoral or noisy or noisome purpose or manner and (subject as aforesaid) no building is to be used for any purpose save that of a private dwelling house of one single family or party or of an outbuilding stable or garage for a private dwelling house on the said land and so much of the said land as is not built on shall only be used as the private garden or yard of a private dwelling house. In particular (subject as aforesaid) no building is to be divided into or used as separate tenements or maisonettes or flats. Provided always that nothing in this stipulation contained shall prevent private rooms over any garage or stable being used for the residence of a chauffeur or coachman with or without any family of his.

14. No act or thing whatsoever shall be done or suffered to be done in or upon the said land or any building thereon nor shall any animal or bird be kept thereon which may be or tend to become a nuisance annoyance offence danger or injury to any land or buildings forming part of or on the protected lands and adjacent or near to the said land or to the occupiers of any such land or building or which may tend to deteriorate the value of any such land or building or the value of the Owner's estate or the protected lands as a building estate or residential property. No wireless pole or other aerial support shall be erected or maintained in the front garden or forecourt of any dwelling house on the said land.

15. Except with the previous consent in writing of the Owner no sign notice or advertisement shall be exhibited on or from the said land or any building thereon or any wall fence or gate thereon except the usual notice as to the name of the house or the number in and name of the street and as to the sale or letting of the land or house thereon.

16. The Owner may from time to time release or vary all or any of the stipulations contained in this schedule but no stipulation may be varied with respect to any land burdened therewith except with the consent in writing of the registered proprietor from time to time of such land.

17. No building alteration or addition erected or made in breach of any of the foregoing stipulations shall be allowed to remain without the written consent of the Owner or the agent of the Owner.

THE FOURTH SCHEDULE above referred to.

Positive Stipulations to be Observed by the Purchaser

1. The Purchaser within twelve months from the date of the above transfer shall (1) erect a fence of a type and pattern to be previously

Schedule of restrictive covenants continued

approved by the Owner or agent of the Owner on the Purchaser's side of and along the whole of every boundary marked T on the plan and also along the frontage of the said land to the road (2) plant and maintain a hedge of evergreen shrubs or beech on the Purchaser's side of and along the whole of every boundary marked T and also along the frontage (3) shall not prevent the hedges reaching the height of 4 feet 6 inches and shall (after they have reached that height) at all times maintain such hedges at a height between 4 feet 6 inches and 6 feet.

2. The Purchaser shall within 6 months after completion of the initial buildings to be erected on the said land make good to the reasonable satisfaction of the Owner all damage done to the roadway and ground by the cutting of trenches in exercise of the rights granted by paragraph 2 of the First Schedule or by or resulting from any building operations upon the said land.

3. Forthwith upon the erection of a garage upon the said land the Purchaser shall construct a drive from the front boundary of the said land across the footway to a specification previously approved of by the Owner or agent of the Owner.

4. Until any road adjoining the land transferred or (if the land transferred adjoins two roads) the road to which the land transferred has the larger frontage is taken over by the local authority the Purchaser shall pay to the owner or owners from time to time of such road on the 29th day of September in every year by way of contribution to the maintenance of such road during such year the sum of 6d. for every foot of the frontage of the land transferred to such road, and such annual sum shall be deemed to accrue from day to day and to be apportionable in point of time accordingly.

5. Upon the local authority taking over any road adjoining the land transferred the Purchaser will bear and pay the sums payable to the local authority in respect of the said land on such taking over and for all the purposes of the above written instrument and all schedules thereto the property shall be deemed to adjoin a road notwithstanding any intermediate grass margin or pathway.

NOTE 1: The land in this title referred to in Schedule 3 Clause 2 formed part of Plot A1

NOTE 2: The building line referred to in Schedule 3 Clause 4 are set back 25 feet from South Approach and 5 feet from the rear boundary of the land in this title

NOTE 3: The 'T' marks referred to in Schedule 4 Clause 1 affect the North-Eastern and South-Western boundaries of the land in this title

NOTE 4: Paragraph 2 of the First Schedule as referred to in Schedule 4 Clause 2 was cancelled from the Transfer.

End of register