
Dated: [22 April 2020]

REPORT ON TITLE

relating to property known as Land at Kings Passage and Land on the south-west side of Kings Road, London

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REPORT ON TITLE

To: G L Hearn Limited (the "**Addressee**" and in this Certificate "you" and Addressee have the same meaning).

Land at Kings Passage and land on the south-west side of Kings Road, London registered under title number AGL497263 shown edged red on Plan 1 (the "**Property**")

Plan 1



1. RELIANCE ON THIS REPORT

- 1.1 This Report is addressed to and is intended solely for the benefit of the Addressee for the purpose of advising its client on the potential redevelopment of the Property for residential purposes (the "**Intended Purpose**"). It may not be relied on by any other person or used for any other purpose. The giving of this Report does not create any retainer with the Addressee.
- 1.2 This Report is given subject to the assumptions and qualifications detailed in **Schedule 1**.
- 1.3 This Report may be disclosed to a third party, but it cannot be relied on by that party.

- 1.4 Only an Addressee may bring a claim under this Report (whether as principal or agent).
- 1.5 We acknowledge that you are entitled to rely on the statements contained in this Report even if any document or matter contained or referred to in them is in the public domain.
- 1.6 You agree that:
- 1.6.1 if a claim would properly lie against another party involved in the Intended Purpose or the preparation or approval of this Report and that party has limited or excluded its liability in respect of the claim, then our liability is not to be increased by that limitation or exclusion. Our liability is to be calculated as if there were no such limitation or exclusion;
 - 1.6.2 no individual member, partner (other than in the case of a partner in a general partnership in his/her capacity as a partner), director, shareholder, consultant or employee of this firm owes you any personal duty of care, and that you will not bring any claim whether in contract, tort, under statute or otherwise against any such individual;
 - 1.6.3 any legal proceedings arising from or in connection with this Report must be formally commenced within one year from the date of this Report; and
 - 1.6.4 the aggregate liability of this firm, its partners and/or employees for any damage, liability, loss, cost, claim or expense arising out of or in connection with this Report and a report on title relating to property known as Land Adjacent to 73 Kings Road, Leytonstone E11 1AU dated 22 November 2019 is not to exceed the total sum of £5,000,000, whether the liability arises in contract, tort, under statute or otherwise.

but the provisions of this **clause 1.6** do not exclude or limit liability for fraud or dishonesty.

2. **SCOPE**

- 2.1 We have:
- 2.1.1 examined and considered the official copies of title number AGL497263 provided by the Addressee and reported on in **Schedule 2**; and
 - 2.1.2 considered the results of the searches made by us or disclosed to us as referred to in **Schedule 3**.
- 2.2 The information given in this Report arises solely from our examination and consideration of the materials referred to in this **clause 2.1**.

SCHEDULE 1

Assumptions, qualifications and applicable law

1. Assumptions and qualifications

- 1.1 We have not inspected the Property, nor have we made any enquiries of any occupiers of the Property.
- 1.2 Save as is otherwise disclosed in this Report, we have not investigated any documents beyond those listed in **Clause 2.1**.
- 1.3 This Report does not consider any environmental or flood assessments, audits, surveys or other reports relating to the Property, nor other reports or surveys relating to the physical state and condition of the Property.
- 1.4 We give no opinion on the capital or rental value of the Property.
- 1.5 We make no statement as to the physical state and condition of the Property.
- 1.6 Save as is otherwise disclosed in this Report, where information has been provided to us by the Addressee, we do not accept responsibility for it, but our investigations have given us no reason to doubt the accuracy of that information.

2. Applicable Law

This Report is limited to English law as applied by the Courts of England and Wales as at the date of this Report and is given on the basis that it will be governed by and construed in accordance with English law.

SCHEDULE 2

The Property and disclosures

Brief description:	Land at Kings Passage and land on the south-west side of Kings Road, London registered under title number AGL497263 shown edged red on Plan 1.
Tenure:	Freehold.
Registered title number:	AGL497263.
Quality of title:	Absolute, being the best class of title available.
Documents of title	<p>The land shaded blue on Plan 1 is subject to a lease between (1) The Mayor and Burgesses of the London Borough of Waltham Forest (the "Landlord") and (2) The Grand Priory of the Most Venerable Order of the Hospital of St John of Jerusalem (the "Tenant") dated 30 October 1985 for a term of 99 years from February 1981 (the "Lease").</p> <p>The Lease was varied by a deed of variation dated 5 February 1992 (the "Deed of Variation"). The Deed of Variation has been provided to us by the Addressee but does not appear on the title register to title number AGL497263.</p>
Other matters and Disclosures	<p>The Property is subject to a number of covenants included in an indenture between (1) Peter Gold and (2) the Local Board for the District of Leyton (the "Board") dated 6 July 1882. The Board covenants as follows on behalf of itself, its successors in title and assigns with Peter Gold, his heirs and assigns and separately with any persons to whom land that was formerly part of the Fillebrook Estate and land lying near to the "Plots of Land" has been conveyed. It is not clear exactly where the Fillebrook Estate or the Plots of Land are situated.</p> <ul style="list-style-type: none">a) To build and maintain a boundary fence next to Hallwood Road, the proposed New Road and Queens Road and on the sides of the "Plots of Land". It is assumed that the reference to "Hallwood Road" is a typo and should read "Wallwood Road". The official copies state that the sides of the Plots of Land are on the North Western boundary of the land in this title.b) To repair the footpaths and parts of the road conveyed or pay a proper proportion of the cost of such repairs to Peter Gold, his heirs and assigns, as determined by their surveyor.c) Not to build houses below the value of £350 on lots with frontages to Wallwood Road and not to build houses below the value of £230 on lots with frontages to Queens Road, based on the cost of materials and labour being estimated at the lowest current prices.d) Not to erect a building on the "Plots of Ground" without first getting written approval from Peter Gold, his heirs and assigns for the front elevation of the building. Again it is not clear where the Plots of Ground are situated. It should be possible to procure insurance to cover the risk of breaching this covenant.

- e) Not to erect a pub, beer shop or other shop, warehouse, workshop or factory on the Plots of Land.
- f) Not to trade or manufacture or fix or place operative machinery on the Plots of Land.
- g) Not to carry out the trade of an innkeeper, victualler or retailer of wine spirits on the Plots of Land.

The obligations at a) and b) above are positive covenants. As the official copies does not include an indemnity covenant these will not run with the land.

The Deed of Variation grants the Tenant the ability to pass and repass through the centre ambulance garage via the rear access situated between 73 and 75 Kings Road Leytonstone London E11 (being the part of the Property shown edged red on Plan 2 below) on election days where the lease premises are being used as a polling station. Such rights will only be granted where the Landlord has given the Tenant at least four weeks' written notice confirming the date that the lease premises will be used for this purpose. The Landlord indemnifies the Tenant against all loss relating to the use of the premises as a polling station.

We understand that ambulances are being parked by the Tenant on the part of the Property shown edged red on Plan 2 below, but have not been provided with any documents that grant the Tenant the right to do so.

The Property includes highway maintainable at public expense.

Plan 2



SCHEDULE 3

Searches and enquiries

1. Replies to Law Society CON 29 Enquiries of the local authority (2016) dated 13 November 2019 revealed the following details. The search area is shown edged red on Plan 3 below. A search against the whole of the Property may reveal further information. We have not reviewed the planning charges revealed by the search result.
 - 1.1 The search area is the subject of a Smoke Control Order dated 1 October 1975.
 - 1.2 Planning permission has been granted for a single storey rear extension which would extend beyond the rear wall of the "existing dwelling" with a maximum height of 3.55m and an eaves height of 2.2m. As the search area is currently not built upon, it is assumed that this relates to the house at 73 Kings Road.
 - 1.3 Buildings regulations approval has been given to lower a small area of floor, move a WC and form an opening in a spine wall. As the search area is currently not built upon, it is assumed that this relates to the house at 73 Kings Road.
 - 1.4 Kings Road (shown on Plan 1) is a highway maintainable at public expense.
 - 1.5 A direction has been given restricting permitted development but no further details are provided.
 - 1.6 A local Community Infrastructure Levy ("**CIL**") took effect on 15 May 2014. CIL is payable in developments which involve the creation of a new dwelling.

Plan 3

