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# Official copy of register of title

Title number SF341740

Edition date 24.07.2020

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- Issued on 20 Apr 2022.
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- 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.

STAFFORDSHIRE : SOUTH STAFFORDSHIRE

- 1 (31.08.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 20a The Avenue, Featherstone, Wolverhampton (WV10 7AT).
- 2 (31.08.1994) The mines and minerals are excepted.
- 3 (31.08.1994) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 27 April 1994 referred to in the Charges Register:-

"TOGETHER WITH the rights and easements specified in the First Schedule hereto for the benefit of the property over the adjoining or neighbouring property of the Transferors edged in green on the plan ("the Retained Land") EXCEPTING AND RESERVING unto the Transferors and their successors in title for the benefit of the Retained Land as specified in the Second Schedule hereto.

### THE FIRST SCHEDULE

#### Rights and Easements.

1. The right to the free passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires and cables watercourses gutters and other conducting media ("the services") now laid or constructed in on or under or which belong to the Retained Land and which serve the Property.
2. The right to enter after giving reasonable notice at all reasonable time (except in case of emergency) upon the Retained Land so far as may be necessary for the purpose of inspecting and cleaning maintaining repairing and renewing the buildings walls and other boundary structures on the property hereby transferred causing as little damage as possible.
3. The right of support and protection from the Retained Land.
4. The right to have the eaves verges gutters foundations downspouts flues and any other projections of the Property overhanging or underlying the Retained Land.

## A: Property Register continued

5. Subject to the rights of any tenant of the land hatched green on the plan annexed hereto the right for the Transferees and their successors in title to tie into and connect the Property and the Transferees' adjoining Property known as land adjoining 22 Featherstone Avenue aforesaid to that part of the Retained Land hatched green on the attached plan provided that the Transferors shall use their reasonable endeavours to procure the consent of any such tenant to such tying in and connection.

### SECOND SCHEDULE

#### Excepting and Reservations.

1. The right of the Transferors their successors in title and all persons authorised by the Transferors or them to pass and repass at all times and for all purposes over the service yard coloured yellow on the plan ("the Service Yard") and to use the Service Yard for loading and unloading vehicles and the storage of waste bins subject to those so using the Service yard paying a fair proportion of any costs incurred by the Transferees in connection with maintaining repairing cleaning or renewing the Service Yard.

2. The right for the Transferors and all persons authorised by the Transferors to pass and repass at all times on foot only and for all purposes over the area coloured blue on the said plan but not so as to restrict the Transferees right to park motor vehicles thereon.

3. The right to the free passage and running water soil gas electricity and other services through the services now laid or constructed in on or under the Property which serve the Retained Land.

4. The right to enter after giving reasonable notice at all reasonable times (except in the case of emergency) upon the Property so far as may be necessary for the purpose of inspecting cleaning maintaining repairing and renewing the buildings walls and other boundary structures on the Retained Land and the services causing as little damage as possible.

5. The right of support and protection from the Property and any building erected or in the course of erection thereon.

6. The right to have the eaves verges gutters foundations downspouts flues and any other projections of the property overhanging or underlying the Retained Land".

NOTE: The land edged in green on the plan referred to is edged and numbered 1, 2 and 3 in blue on the filed plan. The land hatched green on the plan referred to is edged and numbered 1 in blue on the filed plan.

4 (30.04.2015) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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 (11.08.2011) PROPRIETOR: LAZAROS DEMETRIOU LAZAROU and ANGELA LAZAROU of 48 Hillside Road, Sutton Coldfield B74 4DQ.
- 2 (11.08.2011) The price stated to have been paid on 27 July 2011 was £100,000.
- 3 (11.08.2011) 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.

## B: Proprietorship Register continued

4 (16.12.2013) The proprietor's address for service has been changed.

## C: Charges Register

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

1 (31.08.1994) A Conveyance of the land tinted pink on the filed plan and other land dated 26 October 1926 made between (1) The Rural District Council of Cannock and (2) Samuel William Harry Harper contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 (31.08.1994) A Conveyance of the land tinted brown on the filed plan and other land dated 21 February 1927 made between (1) The Rural District Council of Cannock (the Council) and (2) Alfred Perks and Henry Dominic Wilson (the Partners) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 (31.08.1994) The land is subject to the following rights granted by a Conveyance of 20 Featherstone Avenue dated 5 April 1991 made between (1) George Hewitt and Shirley Annette Hewitt (Vendors) and (2) Kundan Singh Bahia and Devinder Kaur (Purchasers):-

"Definitions:

In this Conveyance:

The Rights Granted means the rights set out in the Second Schedule.

TOGETHER WITH the Rights Granted.

SECOND SCHEDULE.

Rights Granted.

1. The right for the Purchaser and all persons authorised by the Purchaser to pass and repass at all times and for all purposes over the said service yard at the rear of the property subject to the Purchaser paying a fair proportion of any costs incurred by the Vendor in connection with maintaining repairing cleaning or renewing the said service area.

2. The right to the free passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires and cables watercourses gutters and other conducting media ("the Services") now laid or constructed in on or under or which belong to the Retained Land and which serve the property.

3. The right of support and protection from the Retained Land".

NOTE: The service yard referred to is edged and numbered 1 in yellow on the filed plan in so far as it falls within the land in this title. The land in this title falls within the retained land referred to.

4 (31.08.1994) The land is subject to the following rights granted by a Transfer of 29B South Crescent dated 10 April 1992 made between (1) George Hewitt and Shirley Annette Hewitt (Transferors) and (2) Sakhtawar Singh and Saljit Kaur (Transferees):-

"TOGETHER WITH the rights set out in the Schedule hereto.

THE SCHEDULE

Rights Granted.

1. The right for the Transferees and all persons authorised by the Transferees to pass and repass at all times and for all purposes over the service yard coloured yellow on the said plan at the rear of the property subject to the Transferees paying a fair proportion of any costs incurred by the Transferors in connection with maintaining repairing cleaning or renewing the said service area.

## C: Charges Register continued

2. The right to the free passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires and cables watercourses gutters and other conducting media ("the Services") now laid or constructed in on or under or which belong to the adjoining land of the Transferors and which serve the property.

3. The right of support and protection from the Transferors adjoining land including any party walls or structures now enjoyed for the purpose of supporting upholding and maintaining the property together with the right of entry onto the Transferors adjoining land upon seven days written notice or without such notice in the event of emergency only for the purposes of replacing renewing or otherwise remedying any failure to maintain the above rights of support and protection the person exercising such rights of entry causing as little inconvenience as possible to the Transferors and making good all damage so caused".

NOTE: The service yard coloured yellow on the plan referred to is edged and numbered 1 in yellow on the filed plan in so far as it falls within the land in this title.

5 (31.08.1994) A Transfer of land forming part of 22 Featherstone Avenue dated 5 May 1992 made between (1) George Hewitt and Shirley Annette Hewitt (Transferors) and (2) Kevin Yat Ping Tsang and Anne Yuk Lan Tsang (Transferees) contains covenants by the transferor details of which are set out in the schedule of restrictive covenants hereto.

6 (31.08.1994) The land is subject to the following rights granted by the Transfer dated 5 May 1992 referred to above:-

"TOGETHER with the rights and easements specified in the First Schedule hereto for the benefit of the property over the adjoining or neighbouring property of the Transferors edged in green on the plan ("the Retained Land")

### THE FIRST SCHEDULE

#### Rights and Easements.

1. The right for the Transferees and all persons authorised by the Transferees to pass and repass at all times and for all purposes over the service yard coloured yellow on the plan annexed hereto ("the service yard") and to use the service yard for loading and unloading vehicles and for the storage of waste bins subject to the Transferees paying a fair proportion of any costs incurred by the Transferors in connection with maintaining repairing cleaning or renewing the said service yard.

2. The right to the free passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires and cables watercourses gutters and other conducting media ("the Services") now laid or constructed in on or under or which belong to the Retained Land and which serve the property.

3. The right to enter after giving reasonable notice at all reasonable times (except in case of emergency) upon the Retained Land so far as may be necessary for the purpose of inspecting and cleaning maintaining repairing and renewing the buildings walls and other boundary structures on the property hereby transferred causing as little damage as possible.

4. The right of support and protection of the Retained Land".

NOTE: No land edged green was shown on the plan lodged on first registration. The service yard coloured yellow on the plan referred to is edged and numbered 1 in yellow on the filed plan.

7 (31.08.1994) A Transfer of the land in this title dated 27 April 1994 made between (1) George Hewitt and Shirley Annette Hewitt (Transferors) and (2) Kevin Yat Ping Tsang and Anne Yuk Lan Tsang (Transferees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

8 (30.04.2015) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

## C: Charges Register continued

The leases grant and reserve easements as therein mentioned.

### Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 26 October 1926 referred to in the Charges Register:-  

"The Purchaser as to the piece or parcel of land hereby assured and with intent to bind all persons in whom the said land shall for the time being be respectively owned or occupied but not so as to be liable under this covenant after he has parted with the said land hereby covenants with the Council as follows:-

  - (a) Not to erect on the said land any buildings other than of the type and size specified by the Council and according to plans to be approved by the Council's Surveyor.
  - (b) Not to carry on in or upon the said premises any thing which shall be a nuisance to the Council or their successors in title or the persons or person owning or occupying any of the land adjacent to or in the neighbourhood of the said land.
  - (c) To erect and for ever after maintain suitable fences dividing the land hereby conveyed from adjoining land of the Council"
- 2 The following are details of the covenants contained in the Conveyance dated 21 February 1927 referred to in the Charges Register:-  

"The Partners as to the piece or parcel of land hereby assured and with intent to bind all persons in whom the said land shall for the time being be respectively owned or occupied but not so as to be liable under this covenant after they have parted with the said land hereby covenant with the Council as follows:-

  - (a) Not to erect on the said piece or parcel of land any buildings other than permanent ones of the type and size specified by the Council and according to plans to be approved by the Councils' Surveyor.
  - (b) Not to carry on in or upon the said premises anything which shall be a nuisance to the Council or its successors in title or the person or persons owning or occupying any of the land adjacent to or in the neighbourhood of the land hereby conveyed.
  - (c) To fence off the land hereby agreed to be sold from the adjoining land of the Council with suitable fences to the satisfaction of the Council and for ever after maintain and keep the same in good and substantial repair and condition"
- 3 The following are details of the covenants contained in the Transfer dated 5 May 1992 referred to in the Charges Register:-  

"THE Transferors hereby jointly and severally covenant with the Transferees for the benefit and protection of the property hereby transferred and each and every part thereof and so as to bind the Retained Land into whosoever hands the same may come not to allow the Retained Land or any part thereof to be used for any purpose within Class A3 of the Town and Country (Use Classes) Order 1987"
- 4 The following are details of the covenants contained in the Transfer dated 27 April 1994 referred to in the Charges Register:-  

"THE Transferees hereby jointly and severally covenant with the Transferors for the benefit and protection of the Retained Land and each and every part thereof and so as to bind the Property into whosoever hands the same may come to observe and perform the covenants restrictions and stipulations set out in the Third Schedule.

7. THE Transferors hereby jointly and severally covenant with the Transferees for the benefit and protection of the Property hereby transferred and each and every part thereof and so as to bind the Retained Land into whosoever hands the same may come not to allow the Retained Land or any part thereof to be used for any purpose within

## Schedule of restrictive covenants continued

Class A3 of the Town and Country (Use Classes) Order 1987.

### THIRD SCHEDULE

#### Covenants Restrictions and Stipulations.

1. To forever maintain the Service Yard as a right of way and loading area and to clean maintain repair and renew the Service Yard in such manner and at such times as is necessary subject to the Transferors paying a fair proportion of the reasonable costs so incurred.

2. Not to do or permit or suffer to be done anything whereby any road driveway footpath or drain on the Retained Land shall be damaged made unfit for use or obstruct and to indemnify the Transferors in respect of any loss or damage so caused.

3. At all times to maintain that proportion of the Property coloured blue on the said plan as a forecourt.

4. For a period of five years from the date hereof not to use the Property:-

(a) For the sale storage supply or consumption of intoxicating liquors of any kind whatsoever which would require registration under the Licensing Act 1964 or any statutory modification or re-enactment thereof.

(b) For the sale of any type of food or foodstuffs specifically for consumption by pets or livestock".

NOTE: The service yard referred to is edged and numbered 1, 2 and 3 in yellow on the filed plan. The land coloured blue on the plan referred to is tinted blue on the filed plan.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.10.2014 Edged and numbered 1 in yellow (part of) and tinted brown (part of)	20A Featherstone Avenue	04.08.2014 From and including 4.8.2014 to and including 3.8.2029	SF600780

NOTE: The Lease comprises also other land.

End of register

**These are the notes referred to on the following official copy**

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# H.M. LAND REGISTRY

TITLE NUMBER

## SF341740

ORDNANCE SURVEY  
PLAN REFERENCE SJ9405

SECTION

Scale 1/500  
Enlarged from 1/1250

COUNTY STAFFORDSHIRE

DISTRICT

SOUTH STAFFORDSHIRE

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The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information

