

Title Number : SGL369999

This title is dealt with by HM Land Registry, Croydon 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 18 MAY 2020 at 10:16:41 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	: SGL369999
Address of Property	: Scadbury Park Estate, Chislehurst
Price Stated	: Not Available
Registered Owner(s)	: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY of Bromley Civic Centre, Stockwell Close, Bromley BR1 3UH.
Lender(s)	: None

## Title number SGL369999

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 18 MAY 2020 at 10:16:41. 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.

#### BROMLEY

- 1 (08.04.1993) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Scadbury Park Estate, Chislehurst.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 The Conveyance dated 3 March 1983 referred to in the Charges Register contains the following provision:-

IT is hereby declared and agreed that the Council shall not become entitled to any right of light or air over the adjoining properties retained by the Vendors edged purple on the said plan.

NOTE: The properties edged purple referred to are edged blue on the filed plan.

- 3 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 4 The Transfer of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act, 1985, took effect with the benefit of and subject to the easements and other rights prescribed by paragraph 2 of Schedule 6 of the said Act.

- 5 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered SGL476811 in green on the title plan dated 3 November 1986 made between (1) The Mayor and Burgesses of the London Borough of Bromley (the Corporation) and (2) Terance Clive Pinder and others (Transferees):-

"Excepting and reserving unto the Corporation and their successors in title:-

a right of way for the Corporation and their successors in title at all times and for all purposes with or without vehicles from and to the public highway over and across the part of the property hatched red on the said plan and through the gateways at the points marked "A" and "B" on the said plan."

NOTE: The land hatched red is hatched brown on the title plan and the points marked A and B referred to are E and F on the title plan.

- 6 (20.07.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered SGL731988 in green on the title plan dated 12 July 2012 made between (1) The mayor and Burgesses of The London Borough of Bromley and (2) Anthony Leon Carew and Lisa Mary Carew.

NOTE: Copy filed under SGL731988.

## 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 (08.04.1983) PROPRIETOR: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY of Bromley Civic Centre, Stockwell Close, Bromley BR1 3UH.
- 2 (08.04.1983) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless made in accordance with the Local Government Act 1972 or some other Act or authority.
- 3 (02.06.1992) RESTRICTION: Except under an order of the registrar no transfer, lease or disposition by the proprietor of the land is to be registered without a certificate by the Solicitor for the applicant that Clause 8 of the Transfer dated 6 April 1992 referred to in the Charges Register has been complied with.

## C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2 The land is subject to all rights, easements quasi-rights and quasi-easements enjoyed thereover by the parts edged and numbered in green on the title plan.
- 3 The land tinted blue on the title plan is subject to rights of way.
- 4 The parts of the land affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of support.
- 5 A Conveyance of other land dated 7 January 1936 made between (1) Hugh Sydney Marsham-Townshend (Vendor), (2) Hugh Sydney Marsham-Townshend and John Marsham-Townshend and (3) J.W. Ellingham Limited (Purchaser) contains covenants by the vendor details of which are set out in the schedule of restrictive covenants hereto.
- 6 A Conveyance of the land in this title and other land dated 3 March 1983 made between (1) June Rankin and Clover Investment Co. Limited and (2) The Mayor and Burgesses of the London Borough of Bromley was expressed to be made subject to the following matters:-

"All rights and easements in the nature of light air drainage way and passage and other like privileges of a contiguous nature hitherto used and enjoyed by or over the adjoining properties retained by the Vendors edged purple on the said plan."

NOTE: The properties edged purple referred to are edged blue on the filed plan.

- 7 The land is subject to the following rights reserved by the Conveyance dated 3 March 1983 referred to above:-

THERE is excepted and reserved in fee simple to the Vendors and their successors in title the owners and occupiers for the time being of the adjoining properties retained by the Vendors edged purple on the said plan (a) the right to free and uninterrupted passage and running of water soil and gas and electricity from and to the said adjoining properties through the sewers drains and water courses gas and electricity pipes wires cables and meters which are now in under or over the property hereby conveyed with all easements rights and privileges necessary for repairing and reinstating the same subject to the Vendors making good all damage thereby caused to the property hereby conveyed and (b) such other easements and rights as would become appurtenant to such adjoining property by implication of law if the

## C: Charges Register continued

Vendors has sold it to another purchaser at the same time as they have sold the property to the Council subject in either case where the enjoyment of such services and other rights and easements are shared with the Council to the payment of a fair proportion of any expenses incurred by the Council in maintaining repairing or renewing the same.

THE Vendors hereby jointly and severally covenant with the Council that they will at all times hereafter contribute and pay on demand a fair proportion of the expense incurred by the Council in maintaining repairing and renewing any of the services and other easements and rights referred to in clause 2 hereof the enjoyment of which is shared with the Council.

- 8 A Transfer dated 6 April 1992 made between (1) The Mayor and Burgesses of the London Borough of Bromley and (2) Broomleigh Housing Association Limited contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.
- 9 (25.09.2012) The land is subject to the easements granted by a lease dated 18 September 2012 of the Training and Education in the Environment Centre for a term of 5 years from 18 September 2012.

*NOTE: Copy filed.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 7 January 1936 referred to in the Charges Register:-

(1) FOR the benefit of the land of the Vendor coloured green and hatched red respectively on the plan thereto or the part thereof for the time being remaining unsold and so as to bind the land thereby conveyed and the owners and occupiers thereof for the time being of the Purchaser thereby covenanted with the Vendor that the Purchaser and the persons deriving title under it would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations mentioned in the Fourth Schedule thereto.

(2) FOR the benefit of the land thereby conveyed and every part thereof and so as to bind the land of the Vendor coloured green and hatched red respectively on the plan thereto and the owners and occupiers thereof for the time being of the Vendor thereby covenanted with the Purchaser that the Vendor and all persons deriving title under him would thenceforth at all times thereafter observe and perform the said restrictions and stipulations mentioned in the Fourth Schedule thereto Proviso that the Vendor and his successors in title owners for the time being of the land coloured green and hatched red respectively on the plan or of so much thereof as for the time being remained unsold or undisposed of at the request of the Purchaser or its successors in title owners for the time being of the land thereby conveyed or so much thereof as for the time being remained unsold or undisposed of and the Purchaser and its successors in title owners for the time being of the land thereby conveyed or of so much thereof as for the time being remained unsold or undisposed of at the request of the Vendor or the persons deriving title under him owners for the time being of the land coloured green and hatched red respectively on the said plan or of so much as remained unsold might release or vary any of the said restrictions or stipulations affecting the land thereby conveyed or the land coloured green and hatched red respectively on the said plan as the case might be.

### THE FOURTH SCHEDULE

PARTICULARS OF RESTRICTIONS IMPOSED ON THE LAND HEREBY CONVEYED AND THE LAND OF THE VENDOR COLOURED GREEN ON THE PLAN HERETO

1. IN this Schedule "the said land" in regard to the covenants by the Purchaser hereinbefore contained means the land hereby conveyed and in regard to the covenants by the Vendor means the land coloured green on the plan hereto.
2. NO building erection or obstacle of any kind shall be erected or

## Schedule of restrictive covenants continued

placed within three feet of the boundary shown by a red verge line on the plan hereto of the land hereby conveyed (in this Schedule "the said land") except the fence to be erected upon the said boundary under the covenant by the Purchaser hereinbefore contained and cross fences therefrom to building plots.

3. NO asbestos tiles shall be used for the roofs of any building erected upon the said plan.

4. NO part of the land hereby conveyed shall be called Scadbury Park or bear any title incorporating the word "Scadbury" without the consent in writing of the Vendor.

5. NO clay or lime shall be burnt upon any part of the said land.

6. NO part of the said land shall at any time hereafter be used for the purpose of a manufactory mill pumping station gas-works for producing or supplying electric lighting or power (except such as shall be privately produced for use and consumption on the said land and building thereon) or for the purpose of a hospital for infectious diseases or asylum and no such manufactory mill pumping station gas-works works for producing or supplying electric lighting or power except as aforesaid and no such hospital or asylum shall at any time be erected opened or carried on upon the said land and no part of the said land or any building thereon shall be used for the purposes of an aerodrome or a racing track or a dirt track or for any offensive noisy or dangerous trade business or occupation.

7. In this Schedule the expression "the Vendor" shall include the successors in title of the Vendor hereinbefore named the owner or owners of the Scadbury Park Estate or the unsold part thereof for the time being.

NOTE 1: The parts of the land coloured green referred to in clause (1) above on the conveyance plan included in the title are tinted pink on the title plan. No part of the land hatched red is included in the title

NOTE 2: The boundaries between the points lettered A B C and D on the title plan abut upon the red verge line referred to in clause 2 above.

2 The following are details of the covenants contained in the Transfer dated 6 April 1992 referred to in the Charges Register:-

7. "THE Vendor covenants with the Purchaser for the benefit of the whole and every part of the property to observe and perform the stipulations conditions and covenants contained or referred to in the Sixth Schedule.

8. THE Vendor also covenants with the Purchaser in respect of any part of the Retained Land which comprises the accessways and/or utilities defined in the Sixth Schedule that the Vendor will not transfer or grant a lease thereof except to a person or persons who have first executed a Deed expressed to be made in favour of the Purchaser or their successors in title of the Property of any part thereof by which the person or persons covenant in the terms set out in Clause 7 and this Clause 8 and will not charge the whole of any part of the Property except to a person or persons who covenant with the Purchaser that no transfer will be made or lease granted under any power of sale or of leasing arising by virtue of the charge except to a person who has executed a Deed in the terms referred to above.

### THE SIXTH SCHEDULE

("Vendor's Covenants" - Clause 7)

The Vendor and its successors in title hereby covenant with the Purchaser and its successors in title from time to time and at all times hereafter well and substantially to light repair maintain cleanse and renew.

(a) All forecourts carriageways roads highways paths ways and passages affording access to or egress from the Property (hereinafter called

## Schedule of restrictive covenants continued

"the accessways") and

(b) All sewers drains watercourses pipes wires vents chimneys ducts shafts cables cisterns tanks gutters and all other conducting media or apparatus for the provision of foul and surface water drainage electricity gas water telephone heating ventilation air conditioning the passage of smoke and fumes and all other utilities and services serving the Property (hereinafter called 'the utilities')

situate in under or upon the Retained Land which now or any time within the Perpetuity Period shall pass to run to or from the Property until such time as the accessways and or the utilities shall become adopted by the appropriate public authority and maintainable at the public expense.

End of register