

Title Number : SGL556780




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REGISTER EXTRACT

Title Number	: SGL556780
Address of Property	: 2 Scadbury Park Cottages, Scadbury, Chislehurst (BR7 6LS)
	
	
	

Title number SGL556780

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A: Property Register

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

BROMLEY

- 1 (08.04.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 2 Scadbury Park Cottages, Scadbury, Chislehurst (BR7 6LS).
- 2 The land has the benefit of the rights of way over the land coloured orange hatched black on the supplemental plans marked A to the Transfer dated 6 April 1992 referred to above.

NOTE: Original plans filed.

- 3 (02.06.1992) By transfers of adjacent or neighbouring land pursuant to chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of but is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.
- 4 (02.06.1992) The land has the benefit of the rights granted by but is subject as mentioned in the Transfer dated 6 April 1992 referred to in the Charges Register in the following terms:-

THE Property is transferred:-

subject to such rights (if any) granted and with the benefit of such rights (if any) reserved by the transfers of any adjoining or neighbouring land previously sold by the Vendor or its predecessors in title

Subject to and with the benefit of full free and uninterrupted rights of access and use for the benefit of any adjoining or neighbouring land of the Vendor and of the Property over or in respect of existing accessways and utilities in on over or under or serving the said land of the Vendor or the Property at the date hereof together with the mutual obligation to contribute to the costs of works of cleansing maintenance repair and replacement in proportion to respective usage and the right to enter onto the land of the other party to carry out such works making good as soon as reasonably practicable any damage thereby caused

"Accessways" and "utilities" have the meanings ascribed to them in the Sixth Schedule hereto.

NOTE 1: The rights expressed to be granted in respect of existing accessways and utilities serving the said land of the vendor or the property are included in this registration only in so far as the vendor has power to grant the same

NOTE 2: The Sixth Schedule referred to is set out in the Schedule of personal covenants hereto.

- 5 (02.06.1992) The land has the benefit of the following rights granted by the Transfer dated 6 April 1992 referred to in the Charges Register:-

1. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the Property or any part thereof through

A: Property Register continued

and along all sewers mains pipes drains wires cables conduits and other conducting media and all apparatus appertaining thereto (hereinafter referred to as "the Service Conduits") which are now or may hereafter be in through or under or over the Retained Land (insofar as the same serve the Property or any part thereof) either alone or jointly or in common with the Vendor and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Purchaser or its successors in title bearing paying and contributing together with such other persons (including the Vendor and its successors in title) a proper and reasonable proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits together with a right of entry on to the Retained Land with or without workmen materials and appliances upon not less than 7 days prior written notice (except in case of emergency) for the purpose of connecting inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Purchaser or its successors in title making good as soon as reasonably practicable at its his or their own expense any damage occasioned by such entry) PROVIDED ALWAYS this will include the right to make further connections and laying new drains or sewers necessary for any increased flow from time to time

2. The free and uninterrupted right for the Purchaser and its successors in title the owner or owners for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Vendor and all other persons to whom a like right has been or may hereafter be granted to pass and repass over and along the roads (with or without motor vehicles of all types and description) and footways forming part of the Retained Land

3. The right to the unimpeded access and enjoyment of light and air to all the windows in the buildings upon the Property and each and every part thereof now existing and to any buildings to be erected upon the Property or any part thereof within the period of eighty years calculated from the date hereof ("the Perpetuity Period")

4. The full right of subjacent and lateral support from the Retained Land for the benefit of the Property and each and every part thereof.

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 (18.01.2018) PROPRIETOR: [REDACTED]
(Registered Society No. [REDACTED]
[REDACTED] and of [REDACTED])
- 2 (21.10.2011) A Transfer to a former proprietor contains a covenant of indemnity in respect of the covenants referred to in the Charges Register.
- 3 (21.10.2011) A Transfer to a former proprietor dated 6 April 1992 made between (1) The Mayor and Burgesses of the London Borough of Bromley (Vendor) and (2) Broomleigh Housing Association Limited (Purchaser) contains vendor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 4 (02.06.1992) RESTRICTION: Except under an order of the Registrar no disposition by the proprietor of the land (except an exempt disposal as defined by section 81(8) Housing Act 1988) is to be registered without the consent of the Secretary of State to that disposition made under the provisions of section 133 of that Act.
- 5 (02.06.1992) RESTRICTION: Except under an order of the registrar no

B: Proprietorship Register continued

disposition of a qualifying dwellinghouse (except to a qualifying person or persons) is to be registered without the consent of the Secretary of State given under section 171D(2) of the Housing Act 1985 as applied by the Housing (Preservation of Right to Buy) Regulations 1989.

- 6 (13.12.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 November 2016 in favour of Prudential Trustee Company Limited referred to in the Charges Register or their conveyancer.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 6 April 1992 referred to in the Proprietorship Register:-

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

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 passages affording access to or egress from the Property (hereinafter called "the accessways") and

(b) all sewers drains watercourses pipes wires vents chimneys ducts shafts cables cistern 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 at any time within the Perpetuity Period shall pass or 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.

C: Charges Register

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

- 1 A Conveyance of other land dated 7 January 1936 affecting the land in this title and other land made between (1) [REDACTED] contains covenants by the Vendor Details of which are set out in the schedule of restrictive covenants hereto.
- 2 (02.06.1992) The dwellinghouse comprised in this title is the subject of a preserved Right to Buy in favour of qualifying persons as determined by Section 171A-H of the Housing Act 1985 as applied by the Housing (Preservation of Right to Buy) Regulations 1989.
- 3 (02.06.1992) A Transfer of the land in this title and other land dated 6 April 1992 made between (1) [REDACTED]

C: Charges Register continued

Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 (02.06.1992) The land is subject to the following rights reserved by the Transfer dated 6 April 1992 referred to above:-

1. The full right of subjacent and lateral support from the Property for the benefit of the Retained Land

2. The right to enter upon the Property with or without workmen materials and appliances upon not less than seven days prior written notice (except in case of emergency) for the purpose of repairing and or maintaining all or any buildings now erected (or to be erected within the Perpetuity Period) on the Retained Land and also to construct or lay on over or under the same Service Conduits which serve the Retained Land or any building or buildings erected or to be erected within the Perpetuity Period either alone or jointly or in common with the Property or any part thereof (the Vendor or the Vendor's successors in title exercising such rights making good as soon as reasonably practicable any damage caused thereby)

3. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the Retained Land through and along the Service Conduits which are now or may hereafter be in through or over or under the Property (insofar as the same serve the Retained Land or any part thereof) either alone or in common or jointly with all other persons who are now or may hereafter be entitled to connect with or use the same or any of them (the Vendor or its successors in title or other persons as aforesaid paying and contributing together with the Purchaser or its successors in title a proper and reasonable proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits together with the right to enter onto the Property with or without workmen materials and appliances for the purpose of connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits the Vendor its successors in title or other person or persons as aforesaid making good as soon as reasonably practicable at its his or their own expense any damage occasioned by such entry PROVIDED ALWAYS this will include the right to make further connections and laying new drains or sewers necessary for any increased flow from time to time.

4. The right at all times and for all reasonable purposes connected with the use and enjoyment of any part of the Retained Land in common with the Purchaser and its successors in title to pass and re-pass over and along all footways and accessways (if any) now forming part of the Property the Vendor or the Vendor's successors in title bearing paying and contributing together with the Purchaser or its successors in title a proper and reasonable proportion (as shall be determined by the Purchaser's Surveyor) of the cost of repairing and maintaining the said footways and accessways (if any)

5. The right to deal with any of the Retained Land in any manner whatsoever.

6. The right to the unimpeded access and enjoyment of light and air to all windows in the buildings upon the Retained Land now existing and to any buildings to be erected upon the Retained Land within the Perpetuity Period.

5 (13.12.2016) REGISTERED CHARGE dated 29 November 2016 affecting also other titles.

NOTE: Charge reference SGL557569.

6 (13.12.2016) Proprietor: [REDACTED]

7 (13.12.2016) The proprietor of the Charge dated 29 November 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section

C: Charges Register continued

49(3) Land Registration Act 2002.

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 lands 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 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 lands of the Vendor coloured green and hatched red respectively on the plan thereto and the owners and occupiers thereof for the time being 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 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 planas 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 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 called "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 land.
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 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-

Schedule of restrictive covenants continued

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 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: No part of the land coloured green or hatched red in the Conveyance Plan is included in the land in this title

NOTE 2: The red verge line referred to does not effect the land in this title.

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

THE Purchaser covenants with the Vendor for the benefit of the whole and every part of the Retained Land to observe and perform the covenants set out in the Fifth Schedule but the Purchaser and the persons deriving title under it shall not be personally liable in damages under this covenant once they cease to have an interest in the Property or any part thereof

THE FIFTH SCHEDULE

("Purchaser's Covenants" - Clause 5)

1. Not to do or keep or suffer to be done or kept on the Property or any part thereof any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Vendor or its successors in title the owners or occupiers of the Retained Land.

2. Forever hereafter to maintain good and sufficient boundary fences along such boundaries of the Property as shall be marked with a 'T' on the plan or plans (if any) annexed hereto.

NOTE 1: The Transfer contains the following provision:-

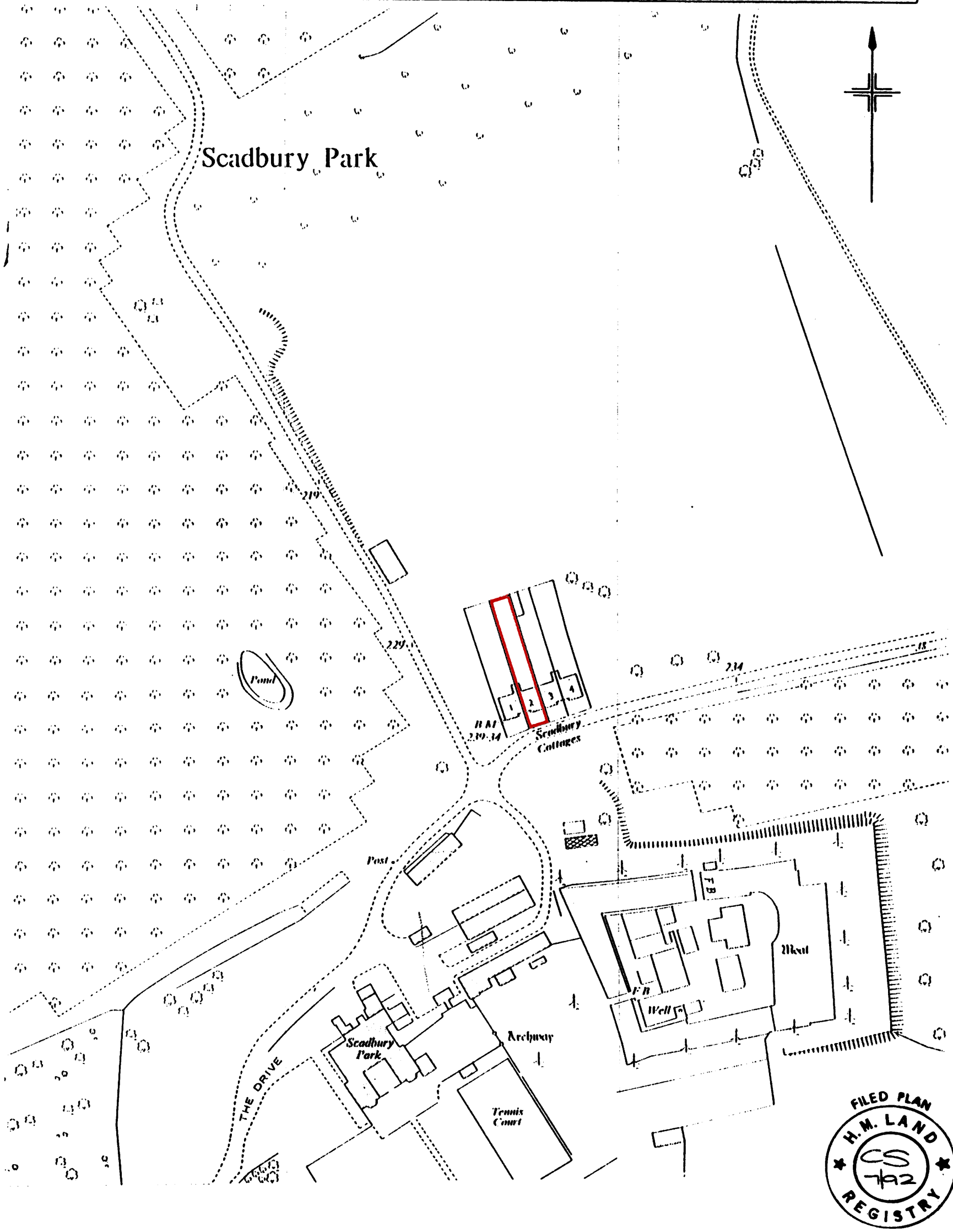
All covenants by the Purchaser are expressed to be pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

NOTE 2: The 'T' marks referred to in clause 2 of the schedule above were not shown on the transfer plan

NOTE 3: The retained land referred to compris that remaining in title number SGL369999 and all other land in the ownership of the Vendor adjoining or neighbouring land transferred to the Purchaser by this Transfer being roadways, footpaths, amenity land and park land.

End of register

H.M. LAND REGISTRY		TITLE NUMBER
		SGL556780
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET
	GREATER LONDON	
Scale: 1/1250		NATIONAL GRID
BOROUGH OF BROMLEY		TQ 4570 SE
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