

GROUP THREE TRANSFER

COMPOSITE TRANSPER OF

(1) WHOLE AND PART OF LAND ALREADY REGISTERED AND

(2) LAND BEING TRANSFERRED UNDER RULE 72

H.M. LAND REGISTRY LAND REGISTRATION ACTS 1925-1988

THIS TRANSFER is made the

10th

day of

May

1994

BETWEEN: (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH
CROYDON of Town Hall Katherine Street Croy
CR9 1XY and

(2) CROYDON PROPERTIES LIMITED (registered in England No. 2902133) whose registered office is at 10 Norwich Street London EC4A 1BD

THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1 In this transfer and in any Schedule to it the follows words and expressions shall have the following meanings unless to context requires otherwise:

"Additional Consideration"

shall have the meaning ascribed thereto in the Agreement

"Agreement"

the agreement dated 4th May 1994 for the sale and purchase of the Property and other freehold and leasehold properties of the Transferor made between the Transferor (1) Croydon Land Limited (2) Croydon Land (No. 2) Limited (3) Croydon Properties Limited (4) Croydon Properties (No. 2) Limited (5) and







Croydon Land and Estates Limited (6)

"Schedule"

each schedule to this transfer

"Property"

the registered and unregistered freehold and the registered leasehold property and each and every part thereof brief details of which are set out in each Schedule and which is for the purpose of identification only shown edged red or coloured pink on the relevant Plan

"Code Number"

the code number allocated by the parties for ease of reference to any Property and set out in each Schedule

"Plan"

any plan annexed to this transfer

"Transferor"

the first named party to this transfer

"Transferee"

the second named party to this transfer

"Rights"

the rights if any granted by the Transferor to the Transferee set out in any Schedule

"Reservations"

the rights if any reserved by the Transferor set out in any Schedule

"Covenants"

the covenants if any given by the Transferee to the Transferor or the Transferor to the Transferee as the case may be set out in any Schedule

"Encumbrances"

(1) in relation to land which is registered any covenant obligation restriction or stipulation contained or referred to in the property register

(other than any Restriction) or charges register (other than any charge securing borrowing by the Transferor or any other financial charge) of the title to any Property and (2) in relation to land which is not registered any covenant obligation restriction or stipulation contained or referred to in the deeds and documents (if any) brief particulars of which are set out in any Schedule (other than any charge borrowing by the Transferor or any other financial charge) in so far as the same relate to the Property and are still subsisting and capable of taking effect

"Restriction"

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any land registry restriction in respect of the disposal of any Property and noted on the property register to the title to any Property

"Landlord's Covenants"

any covenant on the part of the landlord contained in any Lease in so far as the same relate to the Property and are still subsisting and capable of taking effect

"Lease"

any lease of any Property in respect of which the Transferor prior to this transfer is the person entitled to the reversion immediately expectant on the expiry or earlier ending of the term

1.2 In this transfer where the context so admits the singular shall include the plural and vice versa references to any gender shall include the other genders and the expressions "the Transferor" and "the Transferee" shall include their respective successors in title

- 1.3 The headings in this transfer are for convenience only and shall not affect its interpretation
- 1.4 Any consideration for this transfer shall be inclusive of any Value Added Tax thereon
- 1.5 Words and phrases defined in the Agreement shall bear the same meanings when used in this transfer

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2. <u>Transfer</u>

- 2.1 IN consideration of the payment set out and made by the Transferee on the dates referred to below the Transferor as beneficial owner transfers to the Transferee the Property pursuant to S.123 of the Local Government Act 1972 or where appropriate S.32 and S.33 of the Housing Act 1985 or other statutory provision
- 2.2 The Property is transferred together with the Rights
- 2.3 The Reservations are excepted and reserved from the transfer of the Property
- 2.4 The consideration for the Property shall be an apportioned part of the Purchase Price (and for the avoidance of doubt not the whole thereof) as set out in the Agreement and shall be paid on the following dates in the following manner:-
- 2.4.1 on the date of this transfer an apportioned part of the sum of £58,000,000 (receipt of which the Transferor acknowledges) and
- on the expiry of the Realisation Period or other date specified in the Agreement an apportioned part of the Additional Consideration the same being apportioned in the manner set out in the Agreement

3. Encumbrances

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The Transferee covenants with the Transferor by way of indemnity only to observe and perform from the date of this transfer the Encumbrances and to indemnify and keep indemnified the Transferor against any action claim loss expense or liability in respect of any non-observance or non-performance which shall occur after the date of this transfer

4. Covenants

The Transferee covenants with the Transferor by way of indemnity only that the Transferee shall at all times hereafter perform and observe the Covenants

5 Landlord's Covenants

- The Transferee covenants with the Transferor by way of indemnity only with effect from the date of this transfer to observe and perform the Landlord's Covenants and to indemnify and keep indemnified the Transferor against any action claim loss expense or liability in respect of non-observance or non-performance which shall occur after the date of this transfer
- 5.2 The Transferor shall indemnify and keep indemnified the Transferee against any action claim loss expense or liability in respect of any non-observance or non-performance of the Landlord's Covenants which shall have occurred prior to the date of this transfer

6. Options

- 6.1 The provisions contained in any Schedule under the section headed "Covenants" relating to the option of the Transferor to reacquire part of a Property for the consideration set out therein shall have effect
- 6.2 The Transferor and the Transferee hereby apply to the Chief Land Registrar to enter a notice on the relevant charges register in

respect of any option referred to in Clause 6.1 above

7. Observance of leasehold covenants (if any) by Transferes as tenant

During the term created by any registered lease transferred to the Transferee under transfer the Transferee shall pay the rent thereby reserved and perform and observe the covenants conditions and agreements on the part of the tenant contained therein

8. Restrictions

The Transferor hereby declares that this transfer is made in a manner so as to satisfy any Restriction and covenants with the Transferee that it shall produce to H.M. Land Registry evidence in all respects satisfactory to the Registry to this effect

9. Local Authority Duties etc

Nothing contained in this transfer shall be deemed to amend abridge abrogate curtail or affect any of the Transferor's powers rights duties or obligations as a local authority

10. Acknowledgement for Production

To the extent the Transferor retains original title deeds and documents of which the sale of a Property comprises part the Transferor shall produce the same to the Transferee for inspection upon demand and undertakes to keep the same at all times safe and in good condition

11. <u>Declaration</u>

It is hereby agreed and declared that the covenants which are implied by reason of the Council assigning and being expressed to assign as beneficial owner or implied by Section 24(1)(a) of the Land Registration Act 1925 shall not be deemed to imply that the tenant's covenants contained in any registered lease hereby transferred to the

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Transferee relating to the repair and decoration of the Property have been observed and performed up to the date hereof

12. Deed

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This transfer is intended to be and is delivered as a deed on the date first above written

Schedules of Properties in Code Number order

PROPERTIES OWNED BY CROYDON PROPERTIES LIMITED

CODE NO	PROPERTY
4	115 Brighton Road, Purley
5	115A Brighton Road, Purley
6	115A Brighton Road, Purley
8	Land R/O 28/26A Sanderstead Road, South Croydon (Industrial Letting)
12	2/8 Altyre Road Croydon
13	Coomber Way, Beddington (2 lettings)
25	Beddington Lane, Beddington
46	68/70 Windmill Road, Croydon
47	70 Windmill Road, Croydon
48	80/94 Windmill Road, Croydon
49	7 Imperial Way, Croydon
50	8 Imperial Way, Croydon
51	9 Imperial Way, Croydon
52	10 Imperial Way, Croydon
53	11 Imperial Way, Croydon
54	15 Imperial Way, Croydon
55	Vulcan Way, New Addington (2 lettings)
56	Vulcan Way, New Addington
57	Vulcan Way, New Addington
58	Vulcan Way/King Henry's Drive, New Addington
59	Vulcan Way, New Addington
60	Vulcan Way/King Henry's Drive, New Addington
61	Vulcan Way, New Addington
62	Vulcan Way, New Addington
63	Rutland Works, Vulcan Way, New Addington (2 lettings)
64	St Florians Works King Henry's Drive New Addington
65	King Henry's Drive, New Addington
66	King Henry's Drive, New Addington
67	King Henry's Drive, New Addington
68	King Henry's Drive, New Addington
70	45/49 Union Road, Croydon
74	6 Aurelia Road & r/o 3-17 Brading Rd, Thornton Heath
80	Land 31/35 Osborne Road, Thornton Heath

CODE NO	PROPERTY
81	Tamworth Road, Croydon (2 lettings)
63	Land 62/68 Milton Avenue, Croydon
84	Land 1/19 Milton Avenue, Croydon
118	47/49 Westow Street, Upper Norwood
121	98 High Street, Thorton Heath
122	100 High Street, Thornton Heath
123	102 High Street, Thornton Heath
124	104 High Street, Thornton Heath
125	106 High Street, Thornton Heath
126	25 South End, Croydon
127	27 South End, Croydon
128	29 South End, Croydon
129	31 South End, Croydon
130	33 South End, Croydon
131	35 South End, Croydon
132	37 South End, Croydon
133	39A/41A South End, Croydon
134	39/41 South End, Croydon
135	15/33 High Street, Purley
138	Brigstock Road, Thornton Heath
139	278/312 Old Lodge Lane, Kenley
140	923B Brighton Road, Purley
141	87 Limpsfield Road, Sanderstead
142	Chateau Napolean, Coombe Road
160	114 Headley Drive, New Addington
161	116 Headley Drive, New Addington
162	118 Headley Drive, New Addington
163	120 Headley Drive, New Addington
164	122 Headley Drive, New Addington
165	117A Headley Drive, New Addington (Doctor's Surgery)
176	23 Broom Road, Shirley (Doctor's Surgery)
187	"The Bunkers Knob" Fieldway, New Addington (Public House)
188	95 Calley Down Crescent, New Addington
189	97 Calley Down Crescent, New Addington
190	99 Calley Down Crescent, New Addington

CODE_NO	PROPERTY
191	101 Calley Down Crescent, New Addington
192	103 Calley Down Crescent, New Addington
193	105 Calley Down Crescent, New Addington
194	Croydon Park Hotel, Altyre Road, Croydon
195	12 Altyre Road, Croydon
199	Snooker Hall, Imperial Way, Waddon
206	Adj 84/146 Mayday Road, Thornton Heath
209	Victory Place, Upper Norwood
211	Chipstead Valley Road, Coulsdon
212	89 Waddon Way, Waddon
213	Shaftesbury School, Purley
216	Depot Meadow Stile (Croydon)
219	1A Castle Hill Avenue, New Addington (Doctor's Surgery)
225	Adj 25 Croham Road, South Croydon
237	68 Park Lane, Croydon (2 lettings)
238	70 Park Lane, Croydon
239	72/74 Park Lane, Croydon
240	4/20 Edridge Road, Croydon (Subject to licence to use as car park by Council employees)

Code Numbers 4, 5 and 6

County and District : Greater London - Croydon

Title Number : Z347Z

Property : 115 and 115A Brighton Road (as the same

was vested in the Transferor pursuant to the provisions of the London Authorities

(Property, etc.) Order 1964)

Rights

None.

Reservations

None.

Covenants

- 1. If at any time within ten (10) years after the date of this Transfer the Council wishes to repurchase the part of the Property hatched black on the Plan attached hereto ("the Option Land") then at the Council's expense the Transferee shall transfer the Option Land to the Council with vacant possession save in respect of any leasehold or other occupational interests existing at that time according to the following procedure and on the following terms:-
 - (1) The Council shall serve a written notice on the Transferee stating its wish to repurchase the Option Land
 - (ii) No purchase price shall be payable for the Option Land
 - (iii) The sale of the Option Land to the Council shall take place within thirty (30) Working Days (as defined in the National

Conditions of Sale 20th Edition) ("the National Conditions") after the Council has served a notice on the Transferee requiring the sale of the Option Land and the National Conditions shall apply to such sale

PROVIDED THAT the Council may not serve the written notice on the Transferee until:-

(a) it has entered into binding contracts for the acquisition of all leasehold or other occupational interests affecting the Option Land;

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- (b) it has resolved to acquire the Option Land for highway improvements and has all necessary authority to proceed with such works; and
- (c) it has all necessary finance available and intends to commence the relevant highway improvements in the immediate future following completion of the acquisition of the Option Land
- If as a result of the Council exercising its option in respect of the Option Land any existing right of access to or from the Property or any existing rights for services will thereby be affected then in the transfer of the Option Land to the Council the Council shall grant to the Transferee its servants tenants and licensees such satisfactory rights of access to the Property as may be necessary to gain access to and egress from the Property at all times with or without vehicles until such rights of access are available over land adopted for highway purposes and such satisfactory rights for the free flow of water soil or other services as exist at the date of the transfer to or from the remainder of the Property until such rights are available through services adopted for public use

Code Number 8

Legal Description of the Property

The freehold land known as land to the rear of 28 and 28A Sanderstead Road shown for the purpose of identification only coloured pink on the Plan (if any) annexed to this Schedule and comprised in a conveyance dated 2nd February 1926 and made between the Guardians of the Poor of the Croydon Union (1) and The Mayor Aldermen and Burgesses of the Borough of Croydon (2)

Rights

None.

Reservations

None -

Covenants

None.

Encumbrances

Code Number 12

County and District ::

Greater London - Croydon

Title Number

SY210096, SY285380, SY218950, SY263292,

SGL137495, SY300728, SY42506

Property

: 2-8 Altyre Road

Rights

None.

Reservations

None.

Covenants

Code Number 13A

Legal Description of the Property

The freehold land known as land at Coomber Way, Beddington shown for the purpose of identification only coloured pink on the Plan annexed to this Schedule and comprised in a conveyance dated 30 April 1937 and made between British Portland Cement Manufacturers Limited (1) and The Mayor Aldermen and Burgesses of the Borough of Croydon (2)

Rights

None:

Reservations

None.

Covenants

None.

Encumbrances

Date	nochweur	Parties
30.04.1937	Conveyance	British Portland Cement Manufacturers Limited (1) London Borough of Croydon (2)
14:02.1975	Deed of Variation of Covenants	-Associated Portland Cement Manufacturers Limited (1) London Borough of Croydon (2)

Code Number 13B

Legal Description of the Property

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The freehold land known as land at Coomber Way shown for the purpose of identification only coloured pink on the Plan (if any) annexed to this Schedule and comprised in a conveyance dated 30 April 1937 and made between British Portland Cement Manufacturers Limited (1) and The Mayor Aldermen and Burgesses of the Borough of Croydon (2)

Rights

None.

Reservations

None.

Covenants

None -

Encumbrances

Date	<u>Document</u>	Parties
30.04.1937	Conveyance	British Portland Cement Manufacturers Limited (1) London Borough of Croydon (2)
14.02.1975	Deed of Variation of Covenants	Associated Portland Cement Manufacturers Limited (1) London Borough of Croydon (2)

Code Number 25

Legal Description of the Property

The freehold land known as 40 Beddington Lane shown for the purpose of identification only coloured pink on the Plan annexed to this Schedule and being part of the land comprised in a conveyance dated 15 August 1881 and made between Joseph Henry Shorthouse (1) and The Local Board of Health for the District of Croydon (2).

Rights

None.

Reservations

None.

Covenants

None.

Encumbrances

Date	Document	<u>Parties</u>
22.02.1983	Deed of Grant	The Transferor (1) South Eastern Electricity Board (2)
22.02.1983	Deed of Grant	The Transferor (1) Central Electricity Generating Board (2)

Code Numbers 46 and 47 (part)

County and District : Greater London - Croydon

Title Number : SY36370 (part)

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Property : 68 Windmill Road (part only shown

coloured pink on the Plan annexed to

this Schedule)

Rights

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such on the Plan annexed to this Schedule and thereon edged blue or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and identified as such on the Plan attached to this Schedule and thereon edged blue and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

None:

Code Numbers 46 and 47 (part)

Legal Description of the Property

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The freehold land with Buildings situate at and known as 68/70 Windmill Road, Croydon shown for the purpose of identification only coloured pink on the Plan annexed to this Schedule and comprised in a Conveyance dated 14 November 1938 and made between Commander V Buckland (1) and the Mayor Aldermen and Burgesses of the Borough of Croydon (2)

Rights

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such on the Plan annexed to this Schedule and thereon edged blue or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and identified as such on the Plan attached to this Schedule and thereon edged blue and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

None.

Encumbrances

Code Number 48 (part)

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County and District

Greater London - Croydon

Title Number

SY38042, SY39878, SY38870 (part)

Property

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- (i) 82 Windmill Road
 - (ii) 90 Windmill Road
 - (iii) Land at the back of 92 and 92A
 Windmill Road (part only shown
 coloured pink on the Plan annexed
 to this Schedule)

Rights

None.

Reservations

None.

Covenante

Code Number 48 (part)

Legal Description of the Property

The freehold land with Buildings situate at 80, 84, 86, 88, 92 and 94 Windmill Road, Croydon shown for the purpose of identification only coloured pink on the Plan (if any) annexed to this Schedule and comprised in a Conveyance dated 25 January 1937 and made between South Suburban Co-Operative Society (1) and London Borough of Croydon (2), a Conveyance dated 1 May 1937 and made between Mrs L Sayer (1) and London Borough of Croydon (2), a Conveyance dated 14 June 1937 and made between J Milligan (1) and London Borough of Croydon (2) and a Conveyance dated 19 December 1938 and made between C and D Weightman (1) and London Borough of Croydon (2)

Rights

None.

Reservations

None.

Covenants

None.

Encumbrances

Code Numbers 49, 50, 51, 52, 53 and 54

County and District : Greater London - Croydon and Sutton

Title Number : SGL11341 (part)

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Property : Land lying to the west of Purley Way

shown separately coloured purple, green, blue, yellow, orange and pink respectively on the Plan annexed to this

Schedule

Rights

The free flow of water soil or other services to or from part of the Property known as 7 Imperial Way through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such edged blue on the Plan annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferes and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the part of the Property known as 7 Imperial Way to deal in any manner whatsoever with the land retained by the Transferor and identified as such by blue edging on the Plan attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times

hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in the part of the Property known as 7 Imperial Way or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

Code Numbers 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67 and 68

County and District : Greater London - Croydon

Title Number : SY52142

Property : Land situate at Addington

Righta

No. 57 only

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The free flow of water soil or other services to or from that part of the Property identified on the Plan as Parcel No. 57 through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such by blue edging on the Plan annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof.

Reservations

No. 57 only

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of that part of the Property identified on the Plan as Parcel No. 57 to deal in any manner whatsoever with the land retained by the Transferor and identified as such on the Plan attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings

whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon.

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in that part of the Property identified on the Plan as Parcel No. 57 or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof.

Covenants

Code Number 70

County and District :

Greater London - Croydon

Title Number

SY40148

Property

45, 47 and 49 Union Road

Rights

None.

Repervations

None.

Covenants

Code Number 74

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County and District

Greater London - Croydon

Title Number

SY49467 and SY40561 (part)

Property

Land and buildings on the south east side of Aurelia Road and land lying to the west of Brading Road and south of Lavender Road shown coloured pink on the

Plan

Rights

None.

Reservations

None.

Covenante

None.

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Code Number 80

County and District : Greater London - Croydon

Title Number

: SY42912

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Property

Land on the south west side of Osborne

Road

Rights

None.

Reservations

None.

Covenants

Code Number 81

Legal Description of the Property

The freehold land known as 59/61 Tamworth Road Croydon shown for the purpose of identification only coloured pink on the Plan annexed to this Schedule and comprised in a conveyance dated 24 December 1935 made between Mariette Cleveland Forsyth and others (1) and The Mayor Aldermen and Burgesses of the Borough of Croydon (2), a conveyance dated 11 November 1936 made between W.S. Hover (1) and The Mayor Aldermen and Burgesses of the Borough of Croydon (2), a conveyance dated 15 June 1936 made between Amy Drake (1) and The Mayor Aldermen and Burgesses of the Borough of Croydon (2) and a conveyance dated 15 June 1936 made between Ada Elizabeth Buckfield and Amy Drake (1) and The Mayor Aldermen and Burgesses of the Borough of Croydon (2).

Rights

None.

Reservations

None.

Covenants

None.

Encumbrances

Code Number 83

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County and District :

Greater London - Croydon

Title Number

SY55337, SY55750, SY55664 and SY57380

Property

4 to 26 (even) and part 28 Milton Avenue

Rights

None.

Reservations

None.

Covenants

None -

Code Number 84

County and District : Greater London - Croydon

Title Number

SY57764

Property

1 to 17 (odd) and Part 19 Milton Avenue

Righte

None.

Reservations

None.

Covenants

Code Number 109 (part)

County and District

Greater London - Croydon

Title Number

SY41931

Property

Land at corner of Crown Hill and North

End

Rights

- None

Reservations

None.

Covenants

Code Number 118

County and District : Greater London - Croydon

Title Number

SGL154986 (part)

Property

47 and 49 Westow Street shown coloured pink on the Plan annexed to this

Schedule

Rights

None.

Reservations

None -

Covenants

Code Numbers 121, 122, 123, 124 and 125

County and District : Greater London - Croydon

Title Number : SY62865 (part)

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Property : 96, 98, 100 and 102 and 104 (now known

as 98, 100, 102, 104 and 106) High Street, Thornton Heath shown coloured pink on the Plan annexed to this

Schedule

Rights

- The right for the Transferee its successors in title the owners and occupiers for the time being of the Property and all persons authorised by the Transferee or any of them at all times by day and night in common with the Council and others having a like right to pass and repass on foot and by vehicles over and along the access road shown coloured brown on the Plan and to load and unload vehicles thereon and on the adjoining car park provided that such user does not interfere with the free use of the car park by members of the public
- 2. The right for the Transferee its successors in title the owners and occupiers for the time being of 98 High Street, Thornton Heath during the term created by the Agreement for Lease of 98 High Street dated 29th July 1992 made between the Council (1) and Hussein Alibhai (2) (including any statutory continuation or renewal thereof) to park free of charge one vehicle in the adjoining car park provided that such user does not interfere with the free use of the said car park by members of the public
- 3. The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such on the Plan annexed to this Schedule or substituted

therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

- 1. Subject to the rights granted to the Transferee herein full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and identified as such on the Plan attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon
- The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

Code Numbers 133 and 134

County and District : Greater London - Croydon

Title Number : SY249 (part)

Property : 39-41 and 39A-41A South End together

with the roadway to the rear all of which property is shown coloured pink in part hatched black on the Plan annexed

to this Schedule

Rights

The right at all times with or without vehicles to pass and repass over and along the roadway shown coloured brown on the plan annexed hereto for all purposes in connection with the beneficial use and occupation of the Property

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such on the Plan annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferes and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

The right at all times with or without vehicles to pass and repass over and along the roadway shown coloured pink and hatched black on the Plan annexed hereto in connection with the beneficial use and ownership of the retained land.

Code Numbers 135 and 140

County and District : Greater London - Croydon

Title Number : SGL68875 and SGL314133

Property : 15-33 High Street and 923, 923A and

923B Brighton Road, Purley

Rights

None.

Reservations

None.

Covenants

Code Number 138

County and District : Greater London - Croydon

Title Number : SGL272818

Property : 2 and 6 to 34 Brigstock Road and land on

the south west side of Parchmore Road,

Thornton Heath

Rights

None.

Reservations

None.

Covenants

The Transferee covenants that it will use all reasonable endeavours to enforce Clause 2(38) of the Lease referred to in Entry 8 of the Charges Register of title number SGL272818 (as varied by the Deed referred to in Entry 11 of the Charges Register) for the benefit of the Transferor as lessee pursuant to the underlease dated 23rd September 1988 made between Tesco Holdings Limited (1) and The Mayor and Burgesses of the London Borough of Croydon (2) and the Transferor and the Transferee hereby apply to the Chief Land Registrar to enter a restriction on the Proprietorship Register that no further transfers of the property comprised in the title may be made without a deed of covenant being provided to the Council (or its successors in title) for so long as the underlease remains in existence

Code Number 139

County and District

Greater London - Croydon

Title Number

SY45640 (part)

Property

278/312 Old Lodge Lane, Purley and land and buildings at Old Lodge Lane, Purley shown coloured pink on the Plan annexed to this Schedule

Rights

None.

Reservations

None.

Covenants

Code Number 141

County and District : Greater London - Croydon

Title Number : SY61832

Property : 87 Limpsfield Road, Sanderstead

Rights

1. A right at all times together with the Transferor and all others having the like right at all times by day or night to pass and repass along over and upon the roadway shown coloured brown on the Plan No. 4310076 attached to this Schedule with or without vehicles of any description for all purposes in connection with the use and enjoyment of the Property subject to a contribution from the Transferee from time to time of a fair proportion according to use of the costs of keeping the roadway in repair cleansed and lighted the proportion in case of difference to be determined by a single arbitrator appointed under the Arbitration Acts 1950-1979

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such and shown edged blue on the Plan annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property subject to the right of way hereinbefore granted to deal in any manner whatsoever with the land retained by the Transferor and identified as such and shown edged blue on the Plan attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

The Transferor hereby covenants with the Transferee to keep the roadway shown coloured brown on the Plan No. 4310076 annexed to this Schedule in good and substantial repair and condition

Code Number 142

County and District : Greater London - Croydon

Title Number : SY53129 (part) and SY63638

Property : Coombe Wood House, Coombe Lane shown

coloured pink on the Plan annexed to

this Schedule

Rights

None.

Reservations

None.

Covenants

Code Numbers 160, 161, 162, 163 and 164

County and District : Greater London - Croydon

Title Number : SGL297569 (part)

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Property 114, 116, 118, 120, 122 Headley Drive,

New Addington shown coloured pink on the

Plans annexed to this Schedule

Rights

- 1. The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof
- 2. The right to pass and repass with or without vehicles over and along the garage compound and yard at the rear of the Property for the purposes only of making deliveries to or collections from the rear of the Property and of escape in case of emergency.

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or

any building for the time being thereon

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee producing that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

Code Number 165

County and District : Greater London - Croydon

Title Number : SGL154760 (part)

Property : 117A Headley Drive, New Addington shown

coloured pink on the Plan annexed to

this Schedule

Rights

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such on the Plan annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and identified as such on the Plan attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

<u>Covenants</u>

Not to use the Property or any part of it except as regards the ground floor of the main building as a doctor's or dentist's surgery, as regards the front floor of the main building as a doctor's, dentist's or staff living accommodation and as regards any other buildings or structures on the Property and any part not built on for purposes ancillary to the aforementioned uses nor allow anyone else to do so provided that this covenant shall be of effect only for so long as there exists no other competing use within the vicinity

Code Number 176

County and District : Greater London - Croydon

Title Number : SGL541394 (part)

Property : 23 Broom Road, Shirley shown coloured

pink on the Plan annexed to this

Schedule

Rights

- The right for the Transferee its successors in title the owners and occupiers for the time being of the Property and all persons authorised by the Transferee or any of them at all times by day and night in common with the Council and others having a like right (i) to pass and repass on foot and by vehicle over and along the access road shown coloured brown on the Plan leading to and from Lilac Gardens and (ii) to pass and repass on foot only over and along the footpaths shown coloured brown on the Plan leading to and from Broom Road subject to the Transferee contributing a fair and reasonable proportion (according to use) of all payments costs and expenses incurred by or on behalf of the Council in maintaining the said access road and footpath
- 2. The right for the Transferee its successors in title the owners and occupiers for the time being of the Property in favour of the Property, to lay and thereafter maintain at the Transferee's expense in the approximate positions shown by broken red and blue lines respectively on the plan annexed to the Lease dated 13th March 1962 made between The Mayor Aldermen and Burgesses of the Borough of Croydon and John Charles Roddick (2) surface waste and foul water drains (with necessary manholes thereon as shown on the said plan) to connect with the existing or intended drains owned by the Council and the right to enter upon the Retained Property for the purpose of laying and subsequent maintenance repair renewal and inspection of the said drains the Transferee at its own expense making good to the Council's

reasonable satisfaction any damage or disturbance arising out of the exercise of such rights and paying to the Council on demand from time to time a reasonable proportion of the cost of maintenance of that part of the existing foul water drain belonging to the Council situated between the points marked "M" and "N" in red on the plan annexed to the Lease

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other the owner or owners occupier or occupiers for the time being of the Property subject to the rights herein granted to the Transferee to deal in any manner whatsoever with any of the Retained Property or any land belonging to the Council adjoining opposite or near to the Property and to erect or maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

2. The free flow of water soil or other services to or from any adjoining or neighbouring land of the Council through any drains channels watercourses pipes wires or cables now existing in the Property or substituted therefor by the Transferee and the right for the Council and all others authorised by it (on giving prior written notice except in an emergency) to enter the Property for the maintenance repair renewal or removal thereof the persons exercising such right making good all damage occasioned by the exercise thereof

Covenants

1. To maintain all the boundary fences and gates along the boundaries of the Property (excluding only the northern boundary between the points marked "A" and "F" on the plan annexed to the Lease) in good condition

2. Not to use the Premises or any part of it except as a private dwelling house and dentists' surgery nor allow anyone else to do so provided that this covenant shall be of effect only for so long as there exists no other competing use within the vicinity

Code Number 187

County and District : Greater London - Croydon

Title Number : SGL275755 (part)

Property : "The Bunker's Knob" Public House,

Fieldway, New Addington shown coloured

pink on the Plan annexed to this

Schedule

Rights

1. If the road or way hereinafter mentioned is not adopted for the Transferee its tenants servants and licensees in common with the Corporation and all other persons having a like right with or without vehicles at all times for all purposes connected with the use of the Property but not for any other purpose to pass and repass to and from the Property or any part thereof over and along the road or way shown coloured brown on the Plan subject to payment on demand of a fair proportion (to be ascertained by the Council's Borough Engineer for the time being) of the expense of maintaining and keeping the same in repair

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The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

- 1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon
- 2. The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

Code Numbers 188, 189, 190, 191, 192 and 193

County and District : Greater London - Croydon

Title Number : SGL215719 (part)

Property : 95-105 (odd) Calley Down Crescent shown

coloured pink on Plan 1 annexed to this

Schedule

Rights

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such and shown hatched black on Plan 2 annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and identified as such and shown hatched black on Plan 2 attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

Code Number 194

SY45867,

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County and District

Greater London - Croydon

Title Number

SY236402, SY237694

and

SGL195614 (part)

Property

Croydon Park Hotel, 7 Altyre Road shown

coloured pink and green on the Plan

annexed to this Schedule

Rights

None.

Reservations

None.

Covenants

Code Number 195

County and District : Greater London - Croydon

Title Number : SY47391

Property : 12 Altyre Road

Rights

None.

Reservations

None.

Covenante

Code Number 199

County and District : Greater London - Croydon

Title Number : SGL70205 (part)

Property : Land on the west side of Purley Way

shown coloured pink on Plan 1 annexed to

this Schedule

Rights

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such as shown hatched black on Plan 2 on the Plan annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other the owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and identified as such as shown hatched black on Plan 2 on the Plan attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in the Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferor procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

Code Number 206

Legal Description of the Property

The freehold land being land adjoining 84/146 Mayday Road, Croydon shown for the purpose of identification only coloured pink on Plan 1 (if any) annexed to this Schedule and being part of the land comprised in a conveyance dated 4 February 1896 and made between George John Allen (1) and The Guardians of the Poor of the Union of Croydon (2)

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Rights

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such and shown hatched black on Plan 2 annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof.

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and identified as such and shown hatched black on Plan 2 attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon.

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof.

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Covenants

None.

Encumbrances

Code Number 209

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County and District

Greater London - Croydon

Title Number

SY89371, SY39644, SY39765 and SY47518

Property

Land and buildings at Victory Place, Upper Norwood shown coloured pink on the Plan annexed to this Schedule together with such right and title as may exist to the area shown coloured yellow on the Plan annexed

Rights

None.

Reservations

None.

Covenants

Code Number 211

Legal Description of the Property

The freehold land at the junction of Chipstead Valley Road and Lion Green Road, Coulsdon shown for the purpose of identification only coloured pink on the Plan annexed to this Schedule and vested in the Transferor by virtue of a scheme made by the Greater London Council and confirmed on 28th March 1969 by the Minutes of Housings and Local Government in exercise of his powers under Article 9(2) of the London Authorities (Property, etc.) Order 1964 and of all other powers enabling him in that behalf.

Rights

None.

Reservations

None:

Covenants

None.

Encumbrances

<u>Date</u>	<u>Pocument</u>	<u>Parties</u>
08.08.1678	Conveyance	Joseph Tucker (1) Richard Henry Wyatt (2)
08.09.1878	Covenant	Joseph Tucker (1) Richard Henry Wyatt (2)
13.11.1683	Conveyance	William Thornely and William Arthur Smith (1) Jemima Durning Smith, Edwin Lawrence and Edith Jane (2) Richard Henry Wyatt (3)

<u>Date</u>	Document	<u>Parties</u>
18.05.1967	Deed	Minister of Health (1) Greater London Council (2) Her Majesty's Postmaster General (3)
18.05.1967	Licence	Greater London Council (1) Her Majesty's Postmaster General

Code Number 212

Legal Description of the Property

The freehold land known as 89 Waddon Way shown for the purpose of identification only coloured pink on the Plan annexed to this Schedule and being part of the land comprised in a conveyance dated 15 January 1931 and made between The Ecclesiastical Commissioners for England (1) and The Mayor Aldermen and Burgesses of the Borough of Croydon (2)

Rights

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such and shown edged blue on the Plan annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof.

Reservations

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and identified as such and shown edged blue on the Plan attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon.

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof.

Covenants

None.

Rncumbrances

Date	Document	Parties
05.11.1896	Indenture	The Ecclesiastical Commissioners for England (1) The Transferor (2)
09.02.1899	Indenture	The Ecclesiastical Commissioners for England (1) The Transferor (2)
15.01,1931	Conveyance	The Ecclesiastical Commissioners for England (1) The Transferor (2)

Code Number 213

Legal Description of the Property

The freehold land known as Shaftesbury School, Godstone Road, Purley shown for the purpose of identification only coloured pink and in part hatched black on the Plan annexed to this Schedule and comprised in a conveyance dated 13 August 1913 and made between Edward Kenneth Wilson and others (1), Montague George Dashwood and another (2) Sir Joseph Lawrence (3) and The County Council of the Administrative Council of Surrey (4) and subject to the right of way contained in a conveyance dated 30th July 1956 made between the County Council of the Administrative County of Surrey (1) and the South Eastern Electricity Board (2)

Rights

None.

Reservations

None.

Covenants

- If at any time within ten (10) years after the date of this Transfer the Council wishes to repurchase the part of the Property hatched black on the Plan attached hereto ("the Option Land") then at the Council's expense the Transferee shall transfer the Option Land to the Council with vacant possession save in respect of any leasehold or other occupational interests existing at that time according to the following procedure and on the following terms:-
 - (i) The Council shall serve a written notice on the Transferee stating its wish to repurchase the Option Land

- (ii) No purchase price shall be payable for the Option Land
- (iii) The sale of the Option Land to the Council shall take place within thirty (30) Working Days (as defined in the National Conditions of Sale 20th Edition) ("the National Conditions") after the Council has served a notice on the Transferee requiring the sale of the Option Land and the National Conditions shall apply to such sale

PROVIDED THAT the Council may not serve the written notice on the Transferee until:-

- (a) it has entered into binding contracts for the acquisition of all leasehold or other occupational interests affecting the Option Land;
- (b) it has resolved to acquire the Option Land for highway improvements and has all necessary authority to proceed with such works; and
- (c) it has all necessary finance available and intends to commence the relevant highway improvements in the immediate future following completion of the acquisition of the Option Land
- 2. If as a result of the Council exercising its option in respect of the Option Land any existing right of access to or from the Property or any existing rights for services will thereby be affected then in the transfer of the Option Land to the Council the Council shall grant to the Transferee its servants tenants and licensees such satisfactory rights of access to the Property as may be necessary to gain access to and egress from the Property at all times with or without vehicles until such rights of access are available over land adopted for highway purposes and such satisfactory rights for the free flow of water soil or other services as exist at the date of the transfer to or from the remainder of the Property until such rights are available through services adopted for public use

Encumbrances

Date	Document	Parties
13.08.1913	Conveyance	Edward Kenneth Wilson, Edward Arthur Lycett Green and Robert George Vivian Duff (1) Montague George Dashwood and Henry Thomas Alexander Dashwood (2) Sir Joseph Lawrence (3) The County Council of the Administrative County of Surrey (4)
02.11.1950	Conveyance	The County Council of the Administrative County of Surrey (1) The South Eastern Electricity Board (2)
04.12.1954	Conveyance	The County Council of the Administrative County of Surrey (1) Coulsdon and Purley Urban District Council (2)
30.07.1958	Conveyance	The County Council of the Administrative County of Surrey (1) The South Eastern Electricity Board (2)
12.07.1993	Letter agreeing amended insurance arrangements	Council to Shaftesbury Independent School
29.11.1993	Letter consenting to alterations	Council to Shaftesbury Independent School

Code Number 216

County and District : Greater London - Croydon

Title Number : SY1985 (part)

Property : Land fronting Meadow Stile shown

coloured pink on the Plan annexed to

this Schedule

Rights

None.

Reservations

None.

Covenanta

Code Number 219

County and District : Greater London - Croydon

Title Number : SGL264073 (part)

Property : 1A Castle Hill Avenue, New Addington

shown coloured pink on the Plan annexed

to this Schedule

Rights

The free flow of water soil or other services to or from the Property through any drains channels watercourses pipes wires or cables now existing in the land to be retained by the Transferor and identified as such on the Plan annexed to this Schedule or substituted therefor by the Transferor and the right for the Transferee and all others authorised by it (on giving reasonable prior written notice except in an emergency) to enter onto the land referred to above for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Reservations

Full and free right and liberty without obtaining the consent of or making any compensation to the Transferee or other owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with the land retained by the Transferor and identified as such on the Plan attached to this Schedule and to erect or maintain or permit to be erected or maintained on that land any buildings whatsoever Provided That such buildings shall not materially affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

The free flow of water soil or other services to or from the land retained by the Transferor referred to above through any drains channels watercourses pipes wires or cables now existing in Property or substituted therefor by the Transferee and the right for the Transferor and all others authorised by it (on giving reasonable prior notice except in an emergency) to enter the Property for the maintenance repair and renewal thereof the Transferee procuring that the persons exercising such right shall make good forthwith all damage occasioned by the exercise thereof

Covenants

- 1. To erect within 6 months of the date hereof and thereafter to maintain a good and sufficient fence in good repair along the boundaries of the Property marked "T" on the Plan annexed to this Schedule
- 2. Not to use the Property or any part of it except as (i) a doctor's or dentist's surgery with staff living accommodation or (ii) a private dwellinghouse nor allow anyone else to do so provided that (in relation to use as a doctor's or dentist's surgery with staff living accommodation) this covenant shall be of effect only for so long as there exists no other competing use within the vicinity

Code Number 225

Legal Description of the Property

The freehold land known as land at Croham Road shown for the purpose of identification only coloured pink on the Plan annexed to this Schedule and being part of the land comprised in a conveyance dated 2 April 1938 and made between The Southern Railway Company (1) and The Mayor Aldermen and Burgesses of the Borough of Croydon (2) ("the Conveyance")

Rights

None.

Reservations

None.

Covenants

None.

Encumbrances

The Conveyance:

Code Number 237

County and District

Greater London - Croydon

Title Number

SY44294 and SY174991

Property

68 Park Lane and roadway at rear leading

to Edridge Road

<u>Rights</u>

:

None.

Reservations

None.

Covenants

None.

Code Numbers 238 and 239

Legal Description of the Property

The freehold land known as 70 to 74 (even) Park Lane Croydon being the property comprised in a Conveyance dated 13th September 1938 made between L S Rogers (1) and the Mayor Aldermen and Burgesses of the London Borough of Croydon (2) and a further conveyance dated 4th October 1938 made between Charles Albert Sedgwick (1) and the Mayor Aldermen and Burgesses of the Borough of Croydon (2)

Rights

None.

Reservations

None.

Covenants

None.

Encumbrances

Date	Document	<u>Parties</u>
08.10.1894	Conveyance	W G Penn (1) H T Mennell and R Ryley (2)
10.12.1894	Conveyance	W G Penn (1) F Hanscomb and W Smith (2)
27.08.1898	Conveyance	C Hussey (1) J M Newnham (2)
21.12.1894	Conveyance	W G Penn (1) J Jones (2)

Code Number 240

:

County and District

Greater London - Croydon

Title Number

SGL160256, SGL312478, SY65245, SY221525, SGL71830, SGL58002, SGL104573, P16318 and SY45258 together with all the right, title and interest of the Council in the land shown coloured black on the Plan

attached

Property

4, 6, 8, 10, 12, 14, 16, 18 and 20 Edridge Road

Rights

None.

Reservations

None.

Covenants

None.

THE COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CROYDON was)
hereunto affixed in the)
presence of:-

hullus
Authorised officer



Deal Register No. 30416.....

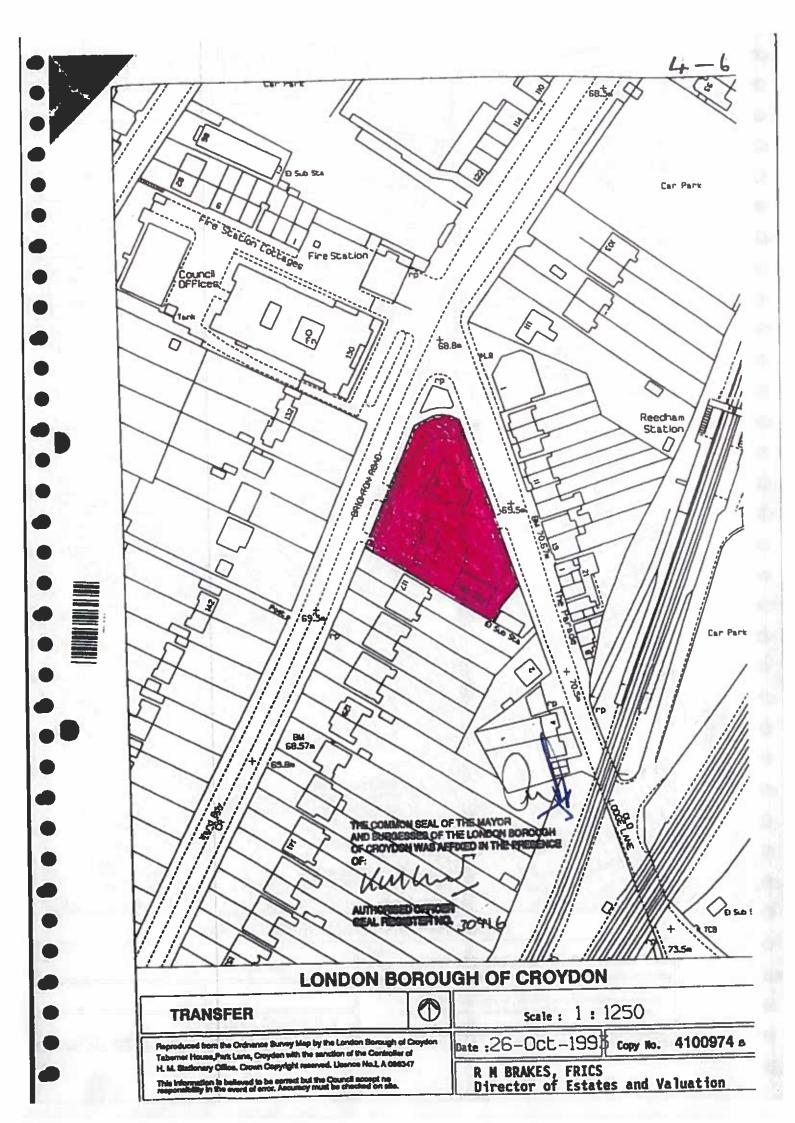
THE COMMON SEAL of CROYDON
PROPERTIES LIMITED was
hereunto affixed in the
presence of:-

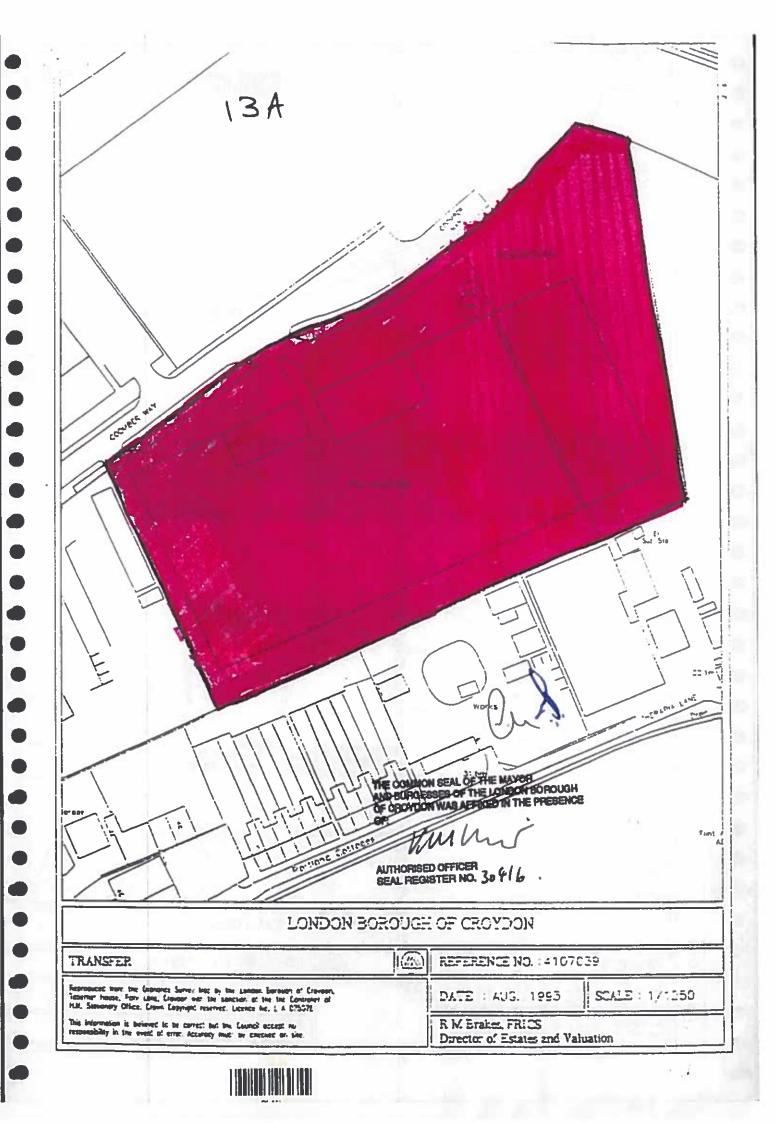
Director

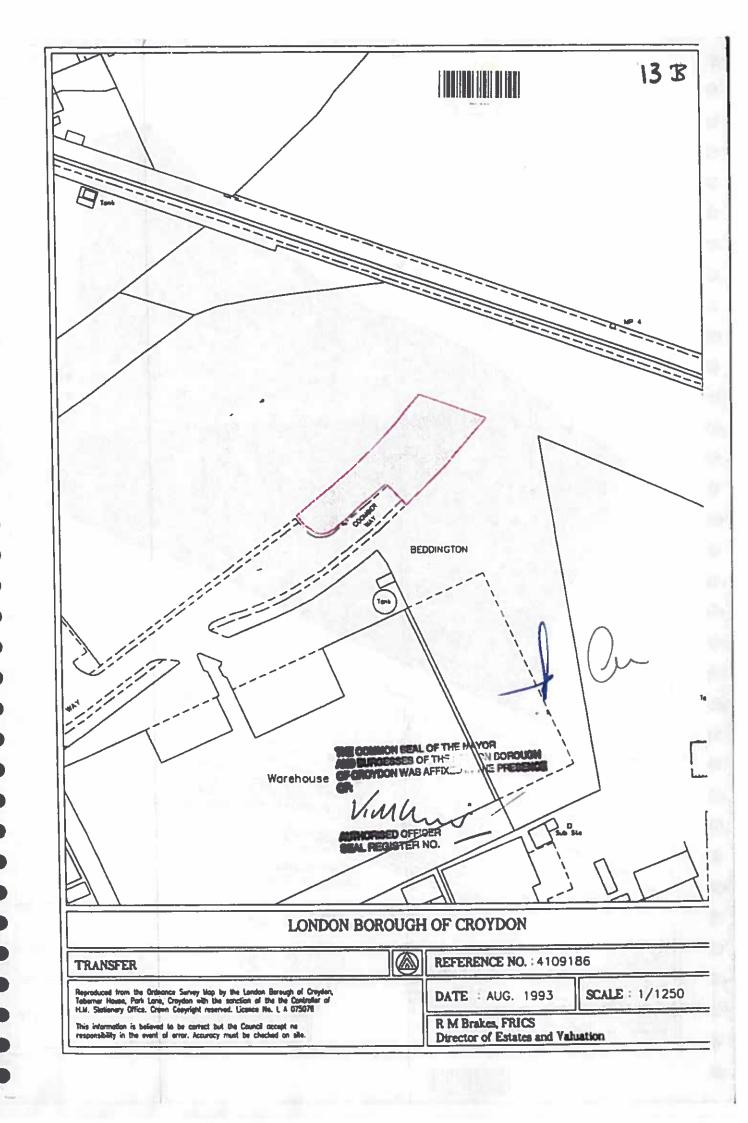
Secretary

[00088842]

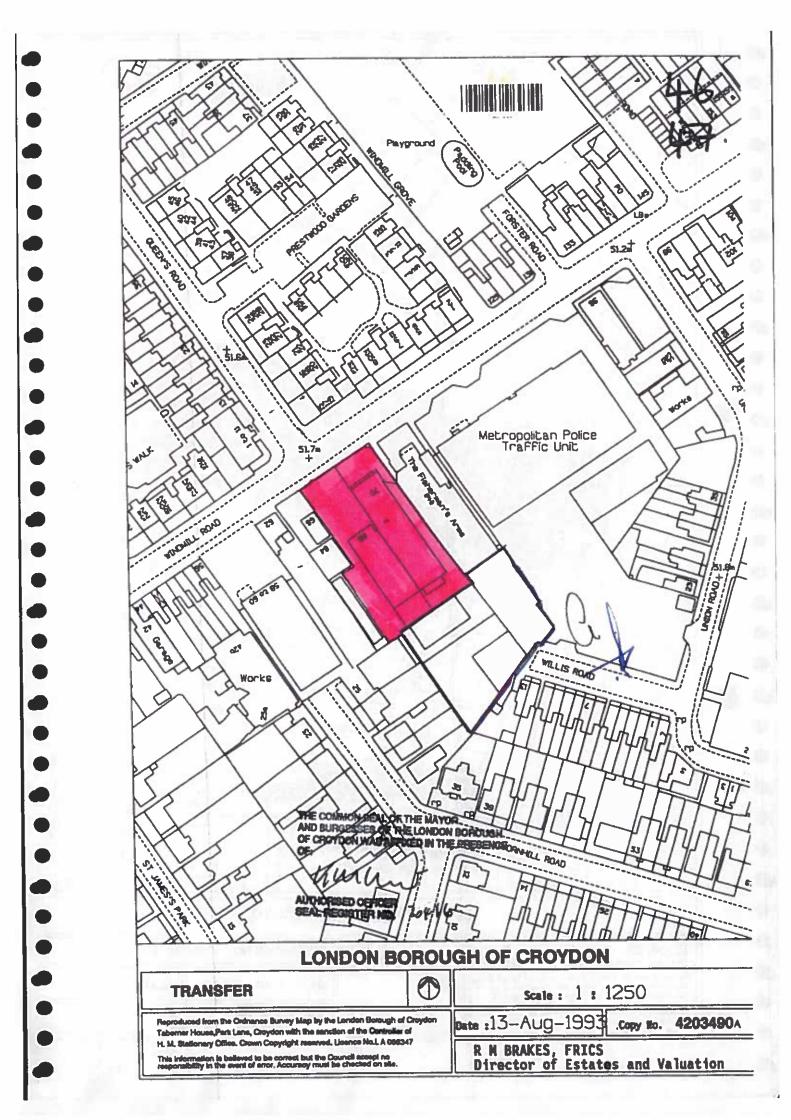










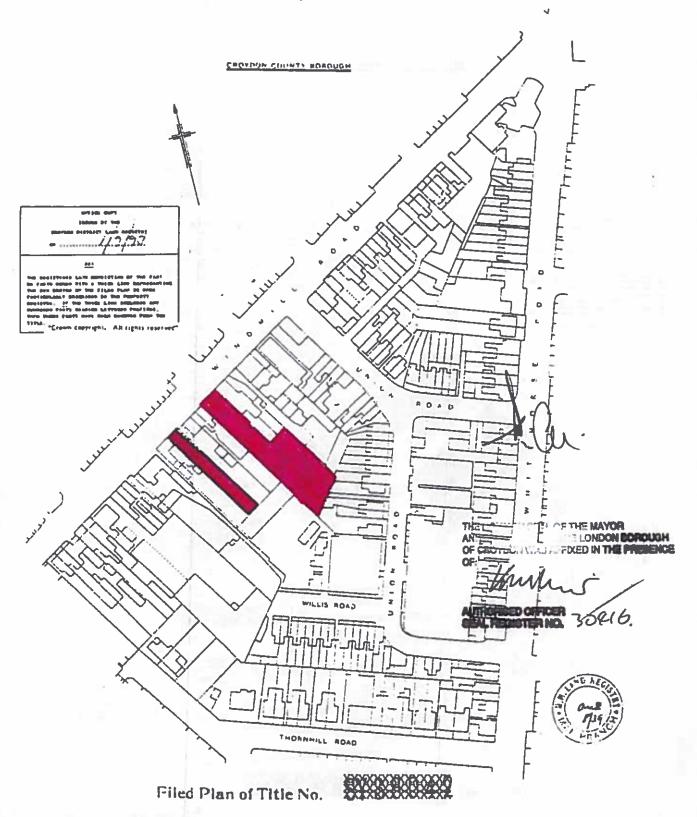


H. M. LAND REGISTRY GENERAL MAP

SURREY SHEET XIV 6. SECTION AT



icale 1/1250 Enlarged from 1/2500



No freehold title shown to area hatched green

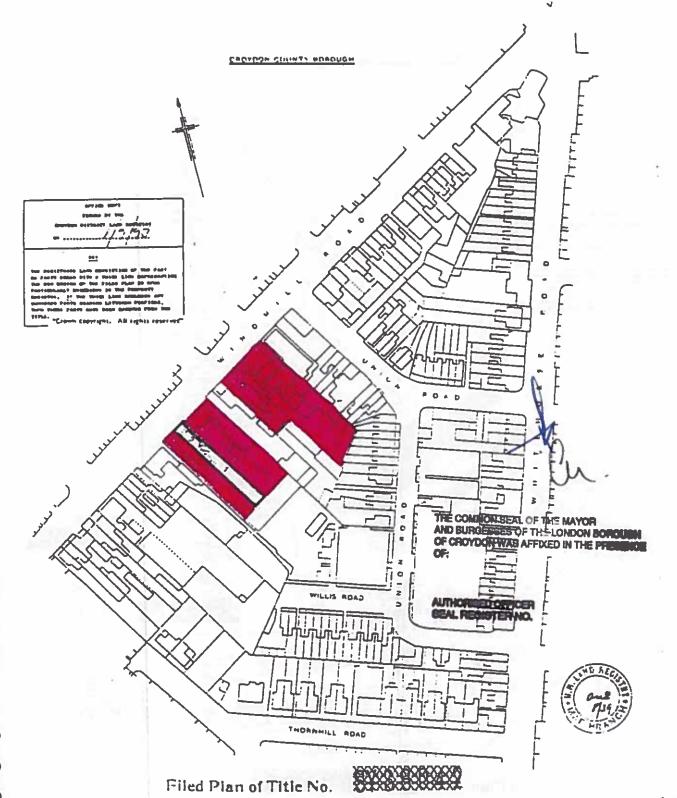
Regulated land 5738042 5734878 and 6738870 (part)

H. M. LAND REGISTRY GENERAL MAP

SURREY SHEET XIV 6. SECTION AT

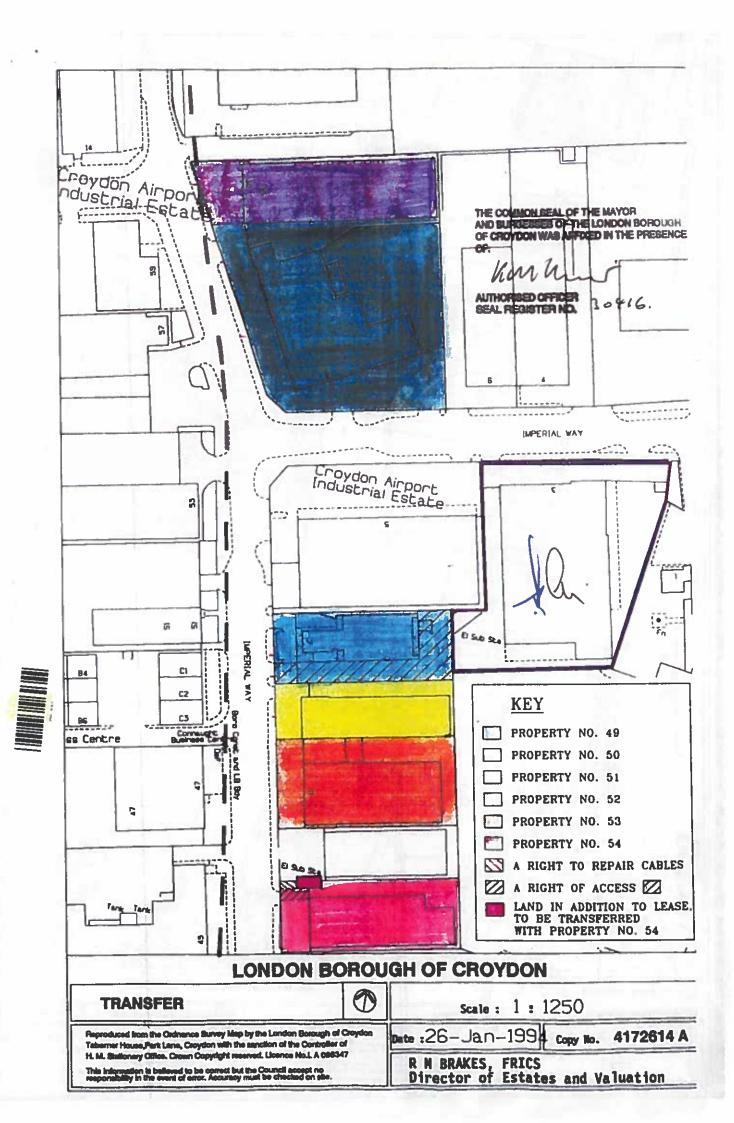
1/1250 Enircond from 1/2500

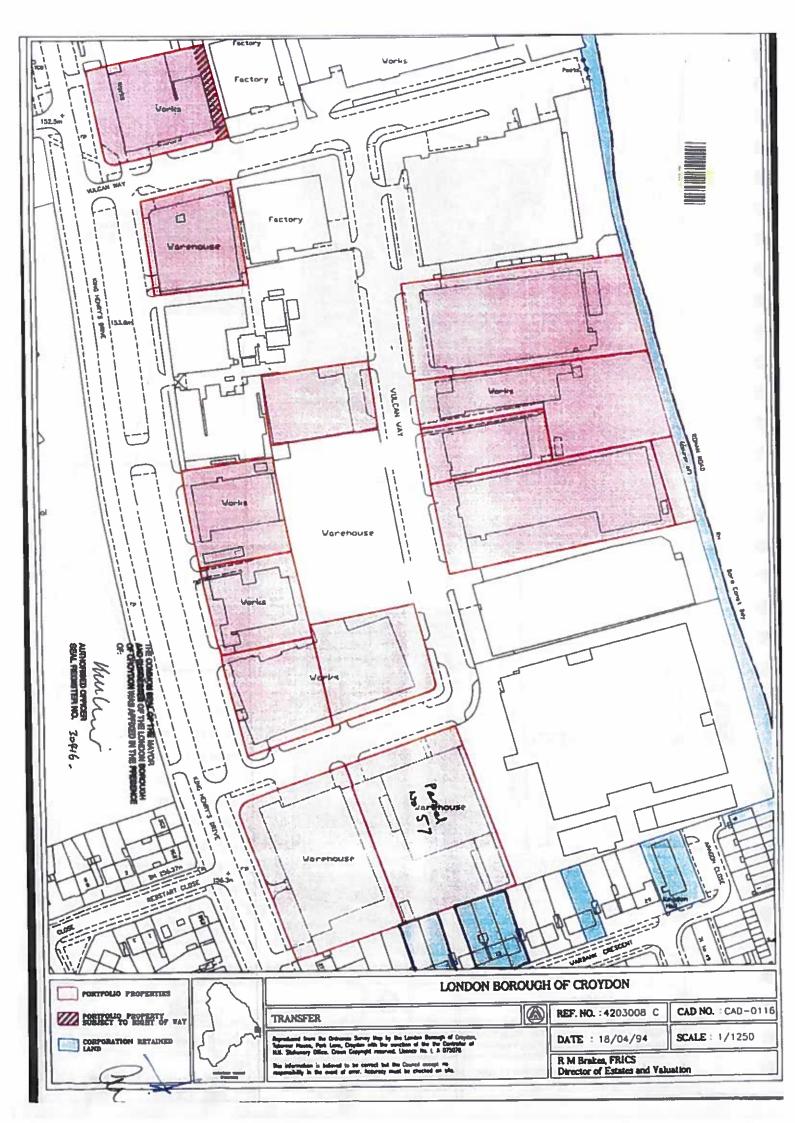




No freehold title shown to area hatched green

80,84,86,92+94 Direlmi Unregistered land Na



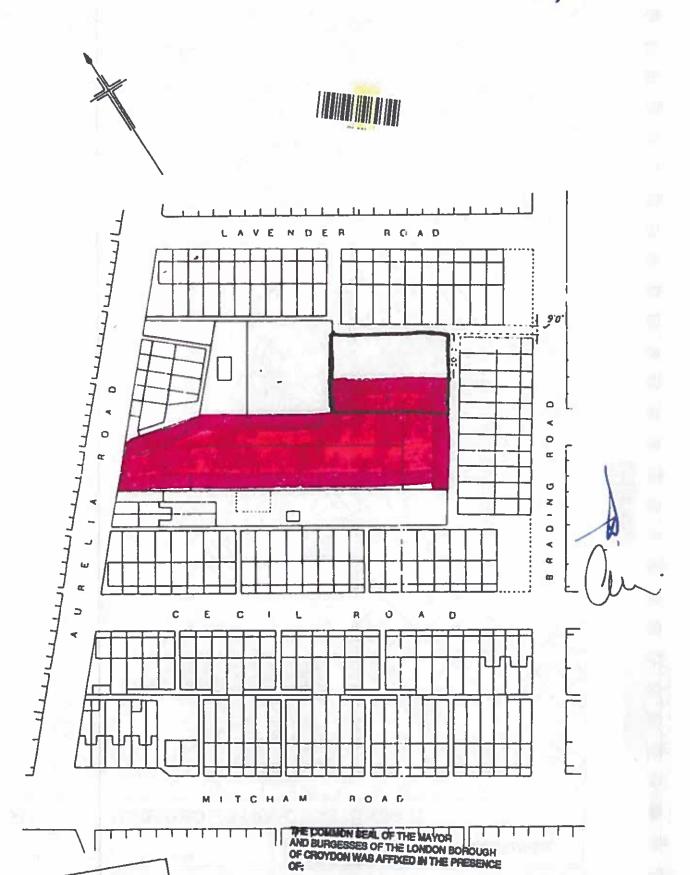


Scale 1250 Enlarged from 1500

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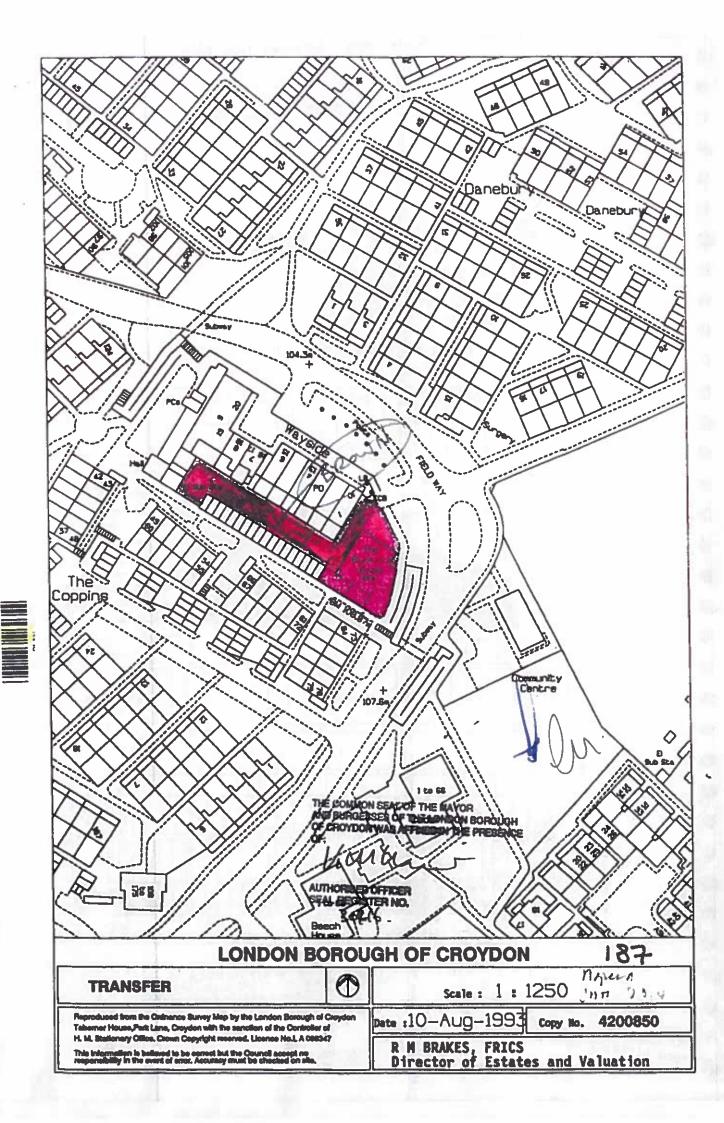


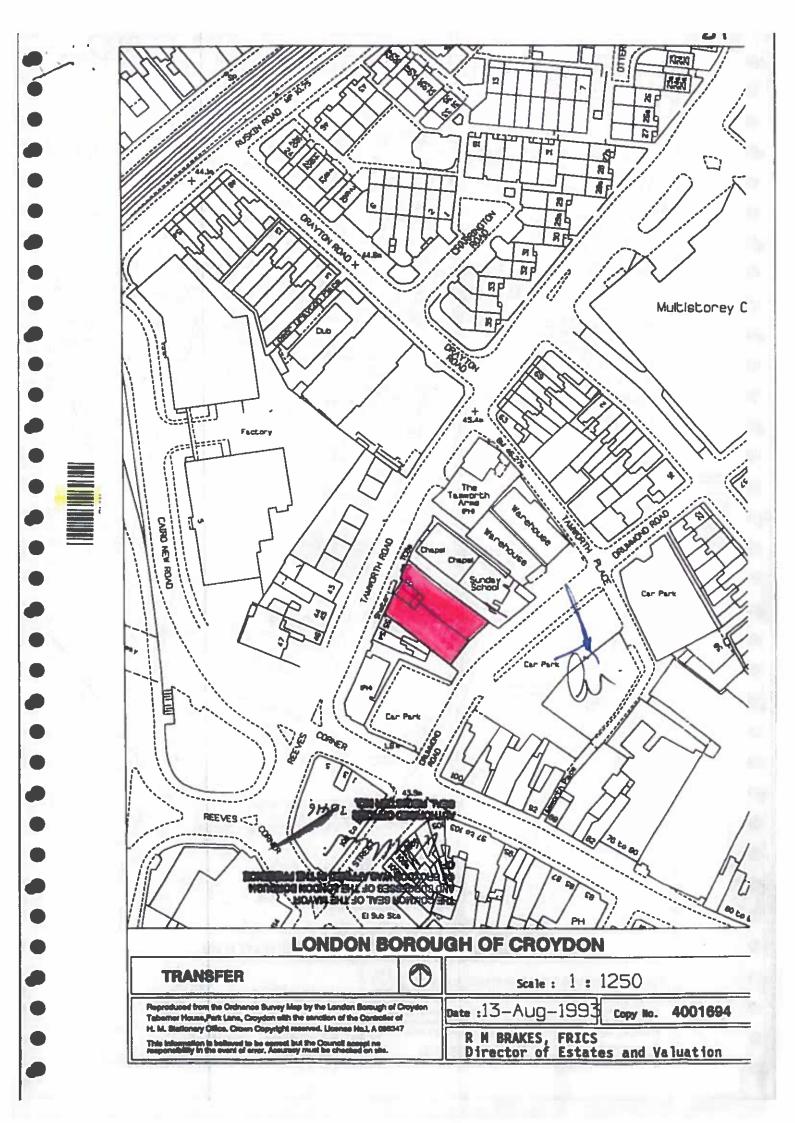
FICE CONY ISSUED BY THE TOYUON DISTRICT LAND REGISTRY

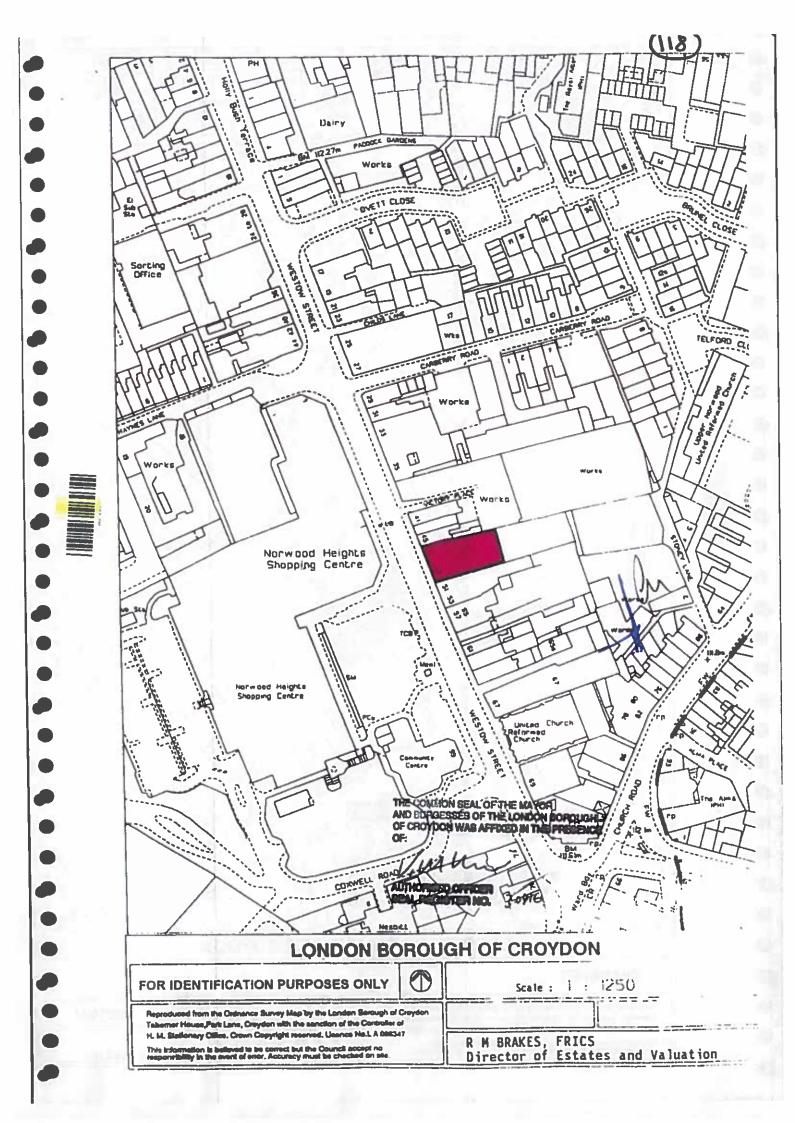
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CODE NOS: 121/125 Sarting OFFICE Public Baths Public Baths Car Park Crown Building Salvation HIGH STREET Works **LONDON BOROUGH OF CROYDON TRANSFER** Scale: 1:1250 Date :16-Aug-1993 Copy No. 4620125 duced from the Ordnance Survey Map by the Landon Borough of Croydon or House,Park Lane, Croydon with the senction of the Core H. M. Stationary Office, Crown Copyright reserved. Licence No.L A 088347 R M BRAKES, FRICS Director of Estates and Valuation This information is believed to be correct but the Council accept no responsibility in the event of error, Accuracy must be checked as site



CODE NOS: 121/125 (RETAIN ED PROPERT Sarting Office Baths Baths Crown Building Salvation HIGH STREET Army Citadel LONDON BOROUGH OF CROYDON TRANSFER Scale: 1:1250 d from the Ordnance Survey Map by the London Borough of Cro Date :16-Aug-1993 Copy No. 4620125 ner House,Park Lane, Croydon with the sanction of the Controller of H. M. Stationery Office. Crown Copyright reserved. Licence No.L A 086347 R M BRAKES, FRICS Director of Estates and Valuation This information is believed to be correct but the Council accept no responsibility in the event of error. Accuracy must be checked on site

