

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

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 14 February 2022 shows the state of this title plan on 14 February 2022 at 16:12:22. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Croydon Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

# H.M. LAND REGISTRY

TITLE NUMBER

## SGL 400977

ORDNANCE SURVEY  
PLAN REFERENCE

TQ 2865 NE, TQ 2866 SE

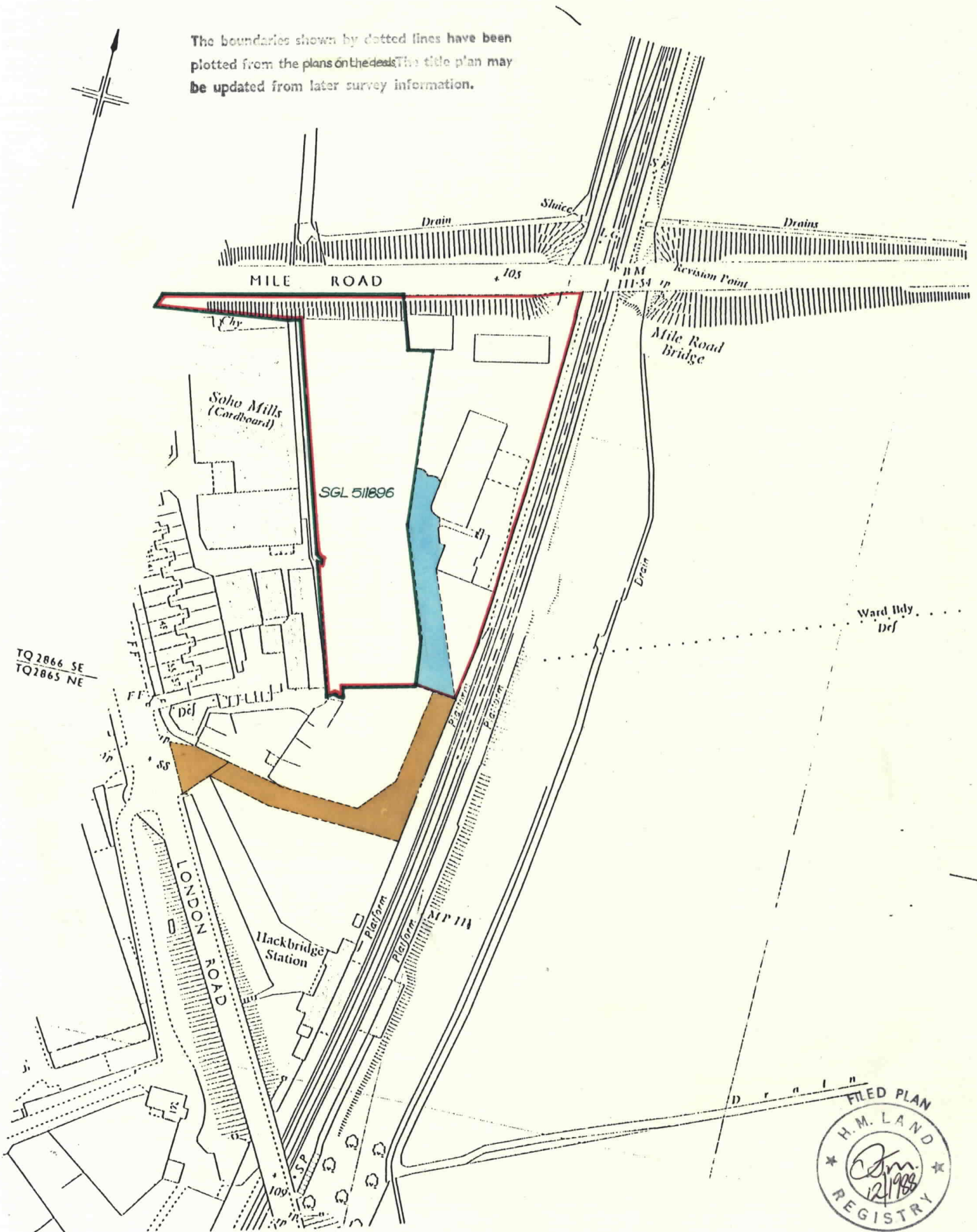
Scale  
1/1250

GREATER LONDON

BOROUGH OF SUTTON

© Crown Copyright

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



TQ 2866 SE  
TQ 2865 NE

Ward Bdy.  
Def

FILED PLAN  
H.M. LAND  
REGISTRY  
12/1/98

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number SGL400977

Edition date 30.09.2020

- This official copy shows the entries on the register of title on 14 FEB 2022 at 16:12:38.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 14 Feb 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

## A: Property Register

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

SUTTON

- 1 (16.04.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being being land on the south side of Mile Road, Hackbridge.
- 2 The land has the benefit of the following rights granted by the Conveyance dated 14 March 1984 referred to in the Charges Register:-  
  
THE Board hereby grant to the Purchasers in fee simple a right of way to the Purchasers and their successors in title (in common with the Board and all others so entitled) with or without vehicles and for all purposes over the roadway shown coloured brown on the plan annexed hereto ("the right of way") subject to the covenants on the part of the Purchasers in respect of the right of way hereinafter contained PROVIDED THAT the Board reserve the right of vary or alter the route of the way or substitute an alternative right of way after consultation with the Purchasers PROVIDED FURTHER THAT any such substituted right of way shall be no less convenient or commodious and any such alteration variation or substitution shall be at the expense of the Board.  
  
NOTE: The land coloured brown on the Conveyance plan is tinted brown on the title plan.
- 3 The said Conveyance contains the following exceptions:-  
  
Except and Reserving unto the Board the sewers drains and other works of the Board Situtate under the property and as mentioned in Clause 3 hereof.  
  
THERE are not included in the Conveyance:-  
  
(i) Any mines or minerals under the property hereby conveyed or any right of support form any mines or minerals whatsoever.  
  
(ii) Any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

The sewers, drains and other works and mines and minerals referred to

## A: Property Register continued

are excluded from the title.

- 4 The land has the benefit of the following rights reserved by the Transfer dated 31 March 1988 referred to in the Charges Register:-

Except and Reserving the rights and easements (subject to the payment of a fair contribution according to user of the costs of maintenance repair and replacement thereof) set out in the Second Schedule hereto.

### THE SECOND SCHEDULE

The right of use all sewers drains water courses wires cables and other services laid or passing through under or over the land hereby transferred with the right to enter thereon with workmen and equipment for the purpose of inspecting maintaining repairing or replacing the same or any of them.

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

## 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 (30.09.2020) PROPRIETOR: STEPHEN JOHN DENNIS BYFIELD also known as STEPHEN JOHN BYFIELD and LORRAINE SHARON BYFIELD of 50 Kingscroft Road, Banstead SM7 3LY.
- 2 (13.06.2003) The price stated to have been paid on 12 May 2003 was £855,000.
- 3 (30.09.2020) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (30.09.2020) 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 24 September 2020 in favour of Cambridge & Counties Bank Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 A Conveyance of the land in this title dated 14 March 1984 made between (1) British Railways Board (Board) and (2) Starr (Fuel Oils) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Conveyance dated 14 March 1984 referred to above:-

There are reserved to the Board

(i) The right at any time to erect at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property hereby conveyed and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right.

## C: Charges Register continued

(ii) The right of support from the property hereby conveyed for the adjoining property of the Board.

(iii) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property hereby conveyed now used for the benefit of the adjoining property of the Board.

(iv) Full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property hereby conveyed for the purpose of exercising the right reserved by paragraph (iii) of this sub-clause.

(v) full right and liberty for the Board and their Successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railways banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land including all such rights as may be required to maintain the Bridge.

The Board making good any damage to the property occasioned by the exercise of the rights of entry reserved by paragraphs (iv) and (v) of this sub-clause.

3 A Transfer of the land edged and numbered SGL511896 in green on the filed plan dated 31 March 1988 made between (1) Starr (Fuels Oils) Limited and (2) William Whitcombe Flowitt contains covenants by the Transferor details of which are set out in the schedule hereto.

4 The land is subject to the following rights granted by the Transfer dated 31 March 1988 referred to above:-

TOGETHER WITH the rights and easements (Subject to the payment of a fair contribution according to user of the costs of maintenance repair and replacement thereof as the case may be) set out in the First Schedule hereto.

### THE FIRST SCHEDULE

(1) A right of way in fee simple for the Transferee and his successors in title in common with the Transferors and all others entitled thereto with or without vehicles and for all purposes over the roadway coloured brown on the filed plan of the said title Subject to the covenants and provisos set out in the Property Register of the said title.

(2) A right of way in fee simple for the Tranferee and his successors in title and others authorised by him or them in common with the Transferors and their successors in title and others authorised by them with or without vehicles and for all purposes over the land coloured green on the said plan Provided that the Tranferors reserve the right (after giving not less than three months notice to the Transferee with full details thereof) to vary or to alter the route of the special right of way subject to any substituted right of way being as wide and as reasonably covenant as the original right of way and subject to any such variation or alteration being at the expense of the Transferors.

(3) The right to use all sewers drains water courses wires cables and other services laid or passing through under or over the remainder of the land comprised in the said title with the right to enter thereon with workmen and equipment for the purpose of inspecting maintaining repairing or replacing the same or any of them.

NOTE: The land coloured green referred to above is tinted blue on the filed plan.

5 (18.07.2001) By a Deed dated 3 April 2000 made between (1) William Whitcombe Flowitt and (2) Totalfina Great Britain Limited and by a Deed dated 26 March 2001 made between (1) Calor Gas Limited and (2) TotalFina Elf UK Limited the covenants by the Transferor contained in the Transfer dated 31 March 1988 referred to above were expressed to be released.

## C: Charges Register continued

*NOTE: Copy filed.*

- 6 (18.07.2001) The Deed dated 26 March 2001 referred to above contains restrictive covenants by the transferor.
- 7 (30.09.2020) REGISTERED CHARGE dated 24 September 2020 affecting also title SGL558481.
- 8 (30.09.2020) Proprietor: CAMBRIDGE & COUNTIES BANK LIMITED (Co. Regn. No. 07972522) of Charnwood Court, 5b New Walk, Leicester LE1 6TE.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 14 March 1984 referred to in the Charges Register:-

FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their Successors in title owners for the time being of the property hereby conveyed or any part thereof in whosoever hands the same may come the Purchasers covenant with the Board as follows:-

(1) Not at any time to build or erect any structure on the property within 2 metres of the lineside fence.

(2) Not any time

(a) Without previously submitting detailed plan and sections thereof to the Board and obtaining their approval thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose.

(c) without undertaking to pay the supervision costs of the Board's Engineer

to erect or add any building or structure or to execute any works on any part of the property hereby conveyed.

(3) To maintain to the satisfaction of the Board fences on all boundaries except these fronting the railway line.

(4) To pay a fair proportion according to user to be determined by the Surveyor for the Board of the costs of maintaining and repairing the right of way PROVIDED THAT the board shall not thereby be deemed to be under an obligation to maintain the roadway except to a standard suitable for its own purposes.

(ii) Not to park any vehicle or vehicles on the right of way nor do anything thereon so as to obstruct or impede the passage thereover of anyone entitled to use the same.

(5) Not to obstruct or impede the culvert running under the property

(6) To direct all surface water away from the Board's adjoining railway line

- 2 The following are details of the covenants contained in the Transfer dated 31 March 1988 referred to in the Charges Register:-

The Transferors hereby covenant with the Transferee so as to benefit the land hereby transferred or any part or parts thereof and so far as to bind the remainder of the land comprised in the said title into whosoever hands the same may come but not so as to render the Transferees personally liable in damages for any breach after they shall have parted with all interest in the remainder of the land comprised in the said title that they will not use or permit to be used the land hereby transferred or any part thereof as or for the business of a Builders' Merchant.

Title number SGL400977

End of register



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number SGL558481

Edition date 06.04.2018

- This official copy shows the entries on the register of title on 14 FEB 2022 at 16:12:12.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 14 Feb 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

## A: Property Register

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

SUTTON

- 1 (16.04.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the South side of Mile Road, Hackbridge.
- 2 The land has the benefit of the following rights granted by the Conveyance dated 14 March 1984 referred to in the Charges Register:-  
  
THE Board hereby grant to the Purchasers in fee simple a right of way to the Purchasers and their successors in title (in common with the Board and all others so entitled) with or without vehicles and for all purposes over the roadway shown coloured brown on the plan annexed hereto ("the right of way") subject to the covenants on the part of the Purchasers in respect of the right of way hereinafter contained PROVIDED THAT the Board reserve the right of vary or alter the route of the way or substitute an alternative right of way after consultation with the Purchasers PROVIDED FURTHER THAT any such substituted right of way shall be no less convenient or commodious and any such alteration variation or substitution shall be at the expense of the Board.  
  
NOTE: The land coloured brown on the Conveyance plan is tinted brown on the filed plan.
- 3 The said Conveyance contains the following exceptions:-  
  
Except and Reserving unto the Board the sewers drains and other works of the Board Situtate under the property and as mentioned in Clause 3 hereof.  
  
THERE are not included in the Conveyance:-  
  
(i) Any mines or minerals under the property hereby conveyed or any right of support form any mines or minerals whatsoever.  
  
(ii) Any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

The sewers, drains and other works and mines and minerals referred to

## A: Property Register continued

are excluded from the title.

- 4 The land has the benefit of the following rights granted by the Transfer dated 31 March 1988 referred to in the Charges Register:-

TOGETHER WITH the rights and easements (subject to the payment of a fair contribution according to user of the costs of maintenance repair and replacement thereof as the case may be) set out in the First Schedule hereto

### THE FIRST SCHEDULE

(1) A right of way in fee simple for the Transferee and his successors in title in common with the Transferors and all others entitled thereto with or without vehicles and for all purposes over the roadway coloured brown on the filed plan of the said title Subject To the covenants and provisos set out in the Property Register of the said title

(2) A right of way in fee simple for the Transferee and his successors in title and others authorised by him or them in common with the Transferors and their successors in title and others authorised by them with or without vehicles and for all purposes over the land coloured green on the said plan Provided That the Transferors reserve the right (after giving not less than three months notice to the Transferee with full details thereof) to vary or to alter the route of the special right of way subject to any substituted right of way being as wide and as reasonably convenient as the original right of way and subject to any such variation or alteration being at the expense of the Transferors

(3) The right to use all sewers drains water courses wires cables and other services laid or passing through under of over the remainder of the land comprised in the said title with the right to enter thereon with workmen and equipment for the purpose of inspecting maintaining repairing or replacing the same or any of them

NOTE: The Roadway coloured brown referred to above is tinted brown and the land coloured green referred to above is tinted blue on the filed plan.

- 5 (09.07.1992) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title dated 24 February 1992 made between (1) William Whitcombe Flowitt (transferor) and (2) Calor Gas Limited (transferee):-

"TOGETHER with the right (in common with the Transferor and his successors in title) for the Transferee of passage of water and soil through the drain pumping chamber and ancillary apparatus from the south western corner of the land hereby transferred across the adjoining land retained by the Transferor ("the retained land") to the existing drain lying under the access road to the property which said access road is shown tinted blue on the filed plan of the title above mentioned subject to paying a proportionate part of the expense of maintaining repairing and replacing the said drain pumping chamber and ancillary apparatus.

THE PROPERTY is transferred SUBJECT TO the benefit in favour of the adjoining retained land of the Transferor of all privileges in the nature of light air drainage way and passage and other like privileges of a continuous nature hitherto used and enjoyed by or over the land hereby transferred and any land retained by the Transferor and such rights of light and air for the benefit of the property hereby transferred and such adjoining property were in separate ownership and indefeasible rights of light and air as at present enjoyed in respect of such adjoining property had been acquired under the Prescription Act 1832.

THE TRANSFEE shall have such rights over the said land retained by the Transferor as the Transferee would have had over the said retained land if the Transferee and the Transferor were two separate buyers to whom the Transferor had made simultaneous transfers of the property hereby transferred and of the retained land."

NOTE: The land tinted blue referred to is tinted brown and tinted blue

## A: Property Register continued

on the filed plan.

## 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 (14.11.2006) PROPRIETOR: STEPHEN JOHN BYFIELD and LORRAINE SHARON BYFIELD of 50 Kingscroft Road, Woodmansterne, Surrey SM7 5LY and care of Graff & Redfern, 3a Spring Terrace, Richmond, Surrey TW9 1LP and of Station Depot, London Road, Hackbridge, Surrey SM6 7BJ.
- 2 (14.11.2006) The price stated to have been paid on 15 September 2006 was £740,000, plus VAT of £129,500.
- 3 (14.11.2006) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (14.11.2006) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (30.09.2020) 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 24 September 2020 in favour of Cambridge & Counties Bank Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 A Conveyance of the land in this title dated 14 March 1984 made between (1) British Railways Board (Board) and (2) Starr (Fuel Oils) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Conveyance dated 14 March 1984 referred to above:-

There are reserved to the Board

(i) The right at any time to erect at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property hereby conveyed and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right.

(ii) The right of support from the property hereby conveyed for the adjoining property of the Board.

(iii) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property hereby conveyed now used for the benefit of the adjoining property of the Board.

(iv) Full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property hereby conveyed for the purpose of exercising the right reserved by paragraph (iii) of this sub-clause.

## C: Charges Register continued

(v) full right and liberty for the Board and their Successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railways banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land including all such rights as may be required to maintain the Bridge.

The Board making good any damage to the property occasioned by the exercise of the rights of entry reserved by paragraphs (iv) and (v) of this sub-clause.

3 A Transfer of the land in this title and other land dated 31 March 1988 made between (1) Starr (Fuel Oils) Limited and (2) William Whitcombe contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 The land is subject to the following rights reserved by the Transfer of the land in this title and other land dated 31 March 1988 referred to above:-

Except and Reserving the rights and easements (subject to the payment of a fair contribution according to user of the costs of maintenance repair and replacement thereof) set out in the Second Schedule hereto

### THE SECOND SCHEDULE

The right to use all sewers drains water courses wires cables and other services laid or passing through under or over the land hereby transferred with the right to enter thereon with workmen and equipment for the purpose of inspecting maintaining repairing or replacing the same or any of them.

5 (14.11.2006) A Transfer of the land in this title dated 15 September 2006 made between (1) Calor Gas Limited and (2) Stephen John Byfield and Lorraine Sharon Byfield contains restrictive covenants.

*NOTE: Copy filed.*

6 (14.11.2006) ENTRY CANCELLED on 30 September 2020.

7 (06.04.2018) ENTRY CANCELLED on 30 September 2020.

8 (30.09.2020) REGISTERED CHARGE dated 24 September 2020 affecting also title SGL400977.

9 (30.09.2020) Proprietor: CAMBRIDGE & COUNTIES BANK LIMITED (Co. Regn. No. 07972522) of Charnwood Court, 5b New Walk, Leicester LE1 6TE.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 14 March 1984 referred to in the Charges Register:-

FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their Successors in title owners for the time being of the property hereby conveyed or any part thereof in whosoever hands the same may come the Purchasers covenant with the Board as follows:-

(1) Not at any time to build or erect any structure on the property within 2 metres of the lineside fence.

(2) Not any time

(a) Without previously submitting detailed plan and sections thereof to the Board and obtaining their approval thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose.

(c) without undertaking to pay the supervision costs of the Board's

## Schedule of restrictive covenants continued

Engineer

to erect or add any building or structure or to execute any works on any part of the property hereby conveyed.

(3) To maintain to the satisfaction of the Board fences on all boundaries except these fronting the railway line.

(4) To pay a fair proportion according to user to be determined by the Surveyor for the Board of the costs of maintaining and repairing the right of way PROVIDED THAT the board shall not thereby be deemed to be under an obligation to maintain the roadway except to a standard suitable for its own purposes.

(ii) Not to park any vehicle or vehicles on the right of way nor do anything thereon so as to obstruct or impede the passage thereover of anyone entitled to use the same.

(5) Not to obstruct or impede the culvert running under the property

(6) To direct all surface water away from the Board's adjoining railway line

2 The following are details of the covenants contained in the Transfer dated 31 March 1988 referred to in the Charges Register:-

The Transferee hereby covenants with the Transferors so as to benefit the remainder of the land comprised in the said title or any part or parts thereof and so far as to bind the land hereby transferred into whosoever hands the same may come but not so as to render the Transferee personally liable in damages for any breach after he shall have parted with all interest in the land hereby transferred that he will not use or permit to be used the land hereby transferred or any part thereof as an oil storage depot.

NOTE: The title referred to is SGL400977.

## End of register

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

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 14 February 2022 shows the state of this title plan on 14 February 2022 at 16:12:39. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Croydon Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

# H.M. LAND REGISTRY

TITLE NUMBER

## SGL 558481

ORDNANCE SURVEY  
PLAN REFERENCE

COUNTY SHEET  
GREATER LONDON

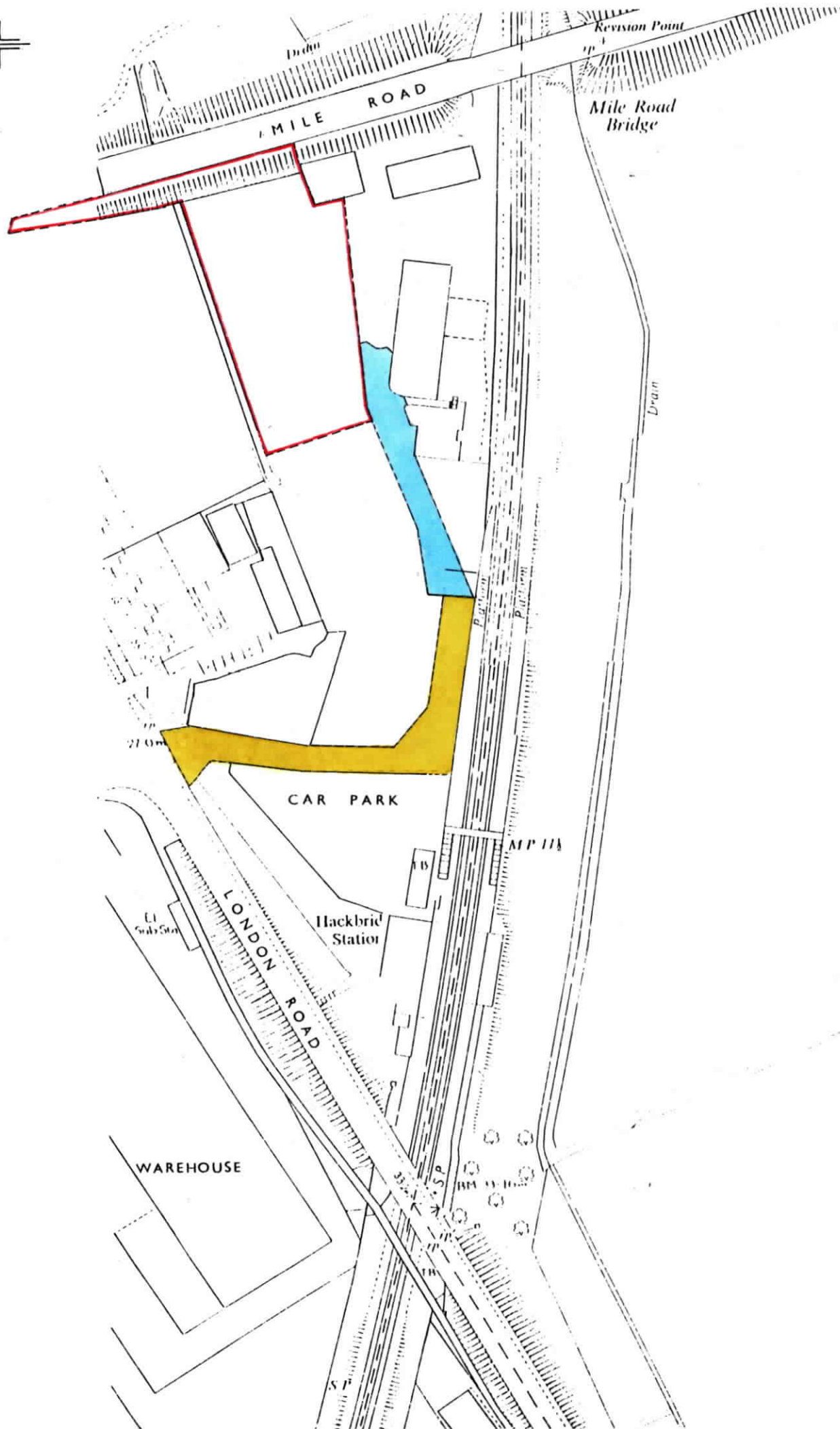
NATIONAL GRID  
TQ 2865 NE  
TQ 2866 SE

SECTION

Scale: 1/1250

BOROUGH OF SUTTON

© Crown Copyright





The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number SGL511896

Edition date 26.03.2015

- This official copy shows the entries on the register of title on 16 MAR 2022 at 09:11:09.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Mar 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

## A: Property Register

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

SUTTON

- 1 (16.04.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Mile Road, Hackbridge.
- 2 The land has the benefit of the following rights granted by the Conveyance dated 14 March 1984 referred to in the Charges Register:-  
  
THE Board hereby grant to the Purchasers in fee simple a right of way to the Purchasers and their successors in title (in common with the Board and all others so entitled) with or without vehicles and for all purposes over the roadway shown coloured brown on the plan annexed hereto ("the right of way") subject to the covenants on the part of the Purchasers in respect of the right of way hereinafter contained PROVIDED THAT the Board reserve the right to vary or alter the route of the right of way or substitute an alternative right of way after consultation with the Purchasers PROVIDED FURTHER THAT any such substituted right of way shall be no less convenient or commodious and any such alteration variation or substitution shall be at the expense of the Board.  
  
NOTE: The land coloured brown on the Conveyance plan is tinted brown on the title plan.
- 3 The Conveyance dated 14 March 1984 referred to above contains the following reservations:-  
  
Except and Reserving unto the Board the sewers drains and other works of the Board situate under the property and as mentioned in Clause 3 hereof  
  
THERE are not included in the Conveyance:-  
  
(i) any mines or minerals under the property hereby conveyed or any right of support from any mines or minerals whatsoever  
  
(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

## A: Property Register continued

The sewers, drains and other works and mines and minerals referred to are excluded from the title.

- 4 The land has the benefit of the following rights granted by the Transfer dated 31 March 1988 referred to in the Charges Register:-

TOGETHER WITH the rights and easements (subject to the payment of a fair contribution according to user of the costs of maintenance repair and replacement thereof as the case may be) set out in the First Schedule hereto

### THE FIRST SCHEDULE

(1) A right of way in fee simple for the Transferee and his successors in title in common with the Transferors and all others entitled thereto with or without vehicles and for all purposes over the roadway coloured brown on the title plan of the said title Subject To the covenants and provisos set out in the Property Register of the said title.

(2) A right of way in fee simple for the Transferee and his successors in title and others authorized by him or them in common with the Transferors and their successors in title and others authorized by them with or without vehicles and for all purposes over the land coloured green on the said plan Provided That the Transferors reserve the right (after giving not less than three months notice to the Transferee with full details thereof) to vary or to alter the route of the special right of way subject to any substituted right of way being as wide and as reasonably convenient as the original right of way and subject to any such variation or alteration being at the expense of the Transferors

(3) The right to use all sewers drains water courses wires cables and other services laid or passing through under of over the remainder of the land comprised in the said title with the right to enter thereon with workmen and equipment for the purpose of inspecting maintaining repairing or replacing the same or any of them.

NOTE: The Roadway coloured brown referred to above is tinted brown and the land coloured green referred to above is tinted blue on the title plan.

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

- 6 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered SGL558481 in green on the title plan dated 24 February 1992 made between (1) William Whitcombe Flowitt (transferor) and (2) Calor Gas Limited (Transferee):-

"TOGETHER with the right (in common with the Transferor and his successors in title) for the Transferee of passage of water and soil through the drain pumping chamber and ancillary apparatus from the south western corner of the land hereby transferred across the adjoining land retained by the Transferor (" the retained land") to the existing drain lying under the access road to the property which said access road is shown tinted blue on the title plan of the title above mentioned subject to paying a proportionate part of the expense of maintaining repairing and replacing the said drain pumping chamber and ancillary apparatus.

THE PROPERTY is transferred SUBJECT TO the benefit in favour of the following retained land of the Transferor of all privileges in the nature of light air drainage way and passage and other like privileges of a continuous nature hitherto used and enjoyed by or over the land hereby transferred and any land retained by the Transferor and such rights of light and air for the benefit of the said land retained by the Transferor as he would be entitled to if the property hereby transferred and such adjoining property were in separate ownership and indefeasible rights of light and air as at present enjoyed in respect of such adjoining property had been acquired under the Prescription Act

## A: Property Register continued

1832.

THE TRANSFEREE shall have such rights over the said land retained by the Transferor as the Transferee would have had over the said retained land if the Transferee and the Transferor were two separate buyers to whom the Transferor had made simultaneous transfers of the property hereby transferred and of the retained land."

NOTE: The land tinted blue referred to is the land tinted blue on the title plan.

## 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 (26.03.2015) PROPRIETOR: PIO MORREALE and LESLEY IRENE MORREALE of 10 The Ridgway, Sutton SM2 5JY.
- 2 (26.03.2015) The price stated to have been paid on 19 March 2015 was £2,000.

## C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 14 March 1984 made between (1) British Railways Board (Board) and (2) Starr (Fuel Oils) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Conveyance dated 14 March 1984 referred to above:-  
  
There are reserved to the Board  
  
(i) the right at any time to erect at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property hereby conveyed and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right  
  
(ii) the right of support from the property hereby conveyed for the adjoining property of the Board  
  
(iii) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property hereby conveyed now used for the benefit of the adjoining property of the Board  
  
(iv) full right and liberty for the Board and their Successors in Title with or without workmen and equipment at all reasonable times to enter upon the property hereby conveyed for the purpose of exercising the right reserved by paragraph (iii) of this sub-clause  
  
(v) full right and liberty for the Board and their Successors in Title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land including all such rights as may be required to maintain the Bridge the Board making good any damage to the property occasioned by the exercise of the rights of entry reserved by paragraphs (iv) and (v) of this sub-clause.

## C: Charges Register continued

3 A Transfer of the land in this title dated 31 March 1988 made between (1) Starr (Fuel Oils) Limited and (2) William Whitcombe contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 The land is subject to the following rights reserved by the Transfer dated 31 March 1988 referred to above:-

Except and Reserving the rights and easements (subject to the payment of a fair contribution according to user of the costs of maintenance repair and replacement thereof) set out in the Second Schedule hereto

### THE SECOND SCHEDULE

The right to use all sewers drains water courses wires cables and other services laid or passing through under or over the land hereby transferred with the right to enter thereon with workmen and equipment for the purposes of inspecting maintaining repairing or replacing the same or any of them.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 14 March 1984 referred to in the Charges Register:-

FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in Title owners for the time being of the property hereby conveyed or any part thereof in whosoever hands the same may come the Purchasers covenant with the Board as follows:-

(1) Not at any time to build or erect any structure on the property within 2 metres of the lineside fence

(2) Not any time

(a) without previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose

(c) without undertaking to pay the supervision costs of the Board's Engineer to erect or add to any building or structure or to execute any works on any part of the property hereby conveyed

(3) To maintain to the satisfaction of the Board fences on all boundaries except these fronting the railway line

(4) To pay a fair proportion according to user to be determined by the Surveyor for the Board of the costs of maintaining and repairing the right of way PROVIDED THAT the Board shall not thereby be deemed to be under an obligation to maintain the roadway except to a standard suitable for its own purposes

(ii) Not to park any vehicle or vehicles on the right of way nor do anything thereon so as to obstruct or impede the passage thereover of anyone entitled to use the same

(5) Not to obstruct or impede the culvert running under the property

(6) To direct all surface water away from the Board's adjoining railway line.

2 The following are details of the covenants contained in the Transfer dated 31 March 1988 referred to in the Charges Register:-

The Transferee hereby covenants with the Transferors so as to benefit the remainder of the land comprised in the said title or any part or parts thereof and so far as to bind the land hereby transferred into whosoever hands the same may come but not so as to render the

Title number SGL511896

## Schedule of restrictive covenants continued

Transferee personally liable in damages for any breach after he shall have parted with all interest in the land hereby transferred that he will not use or permit to be used the land hereby transferred or any part thereof as an oil storage depot.

End of register

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

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 16 March 2022 shows the state of this title plan on 16 March 2022 at 09:11:08. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Croydon Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY

TITLE NUMBER

SGL 511896

ORDNANCE SURVEY  
PLAN REFERENCE

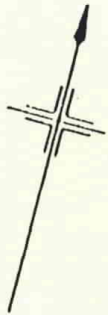
TQ 2865 NE, TQ 2866 SE

Scale  
1/1250

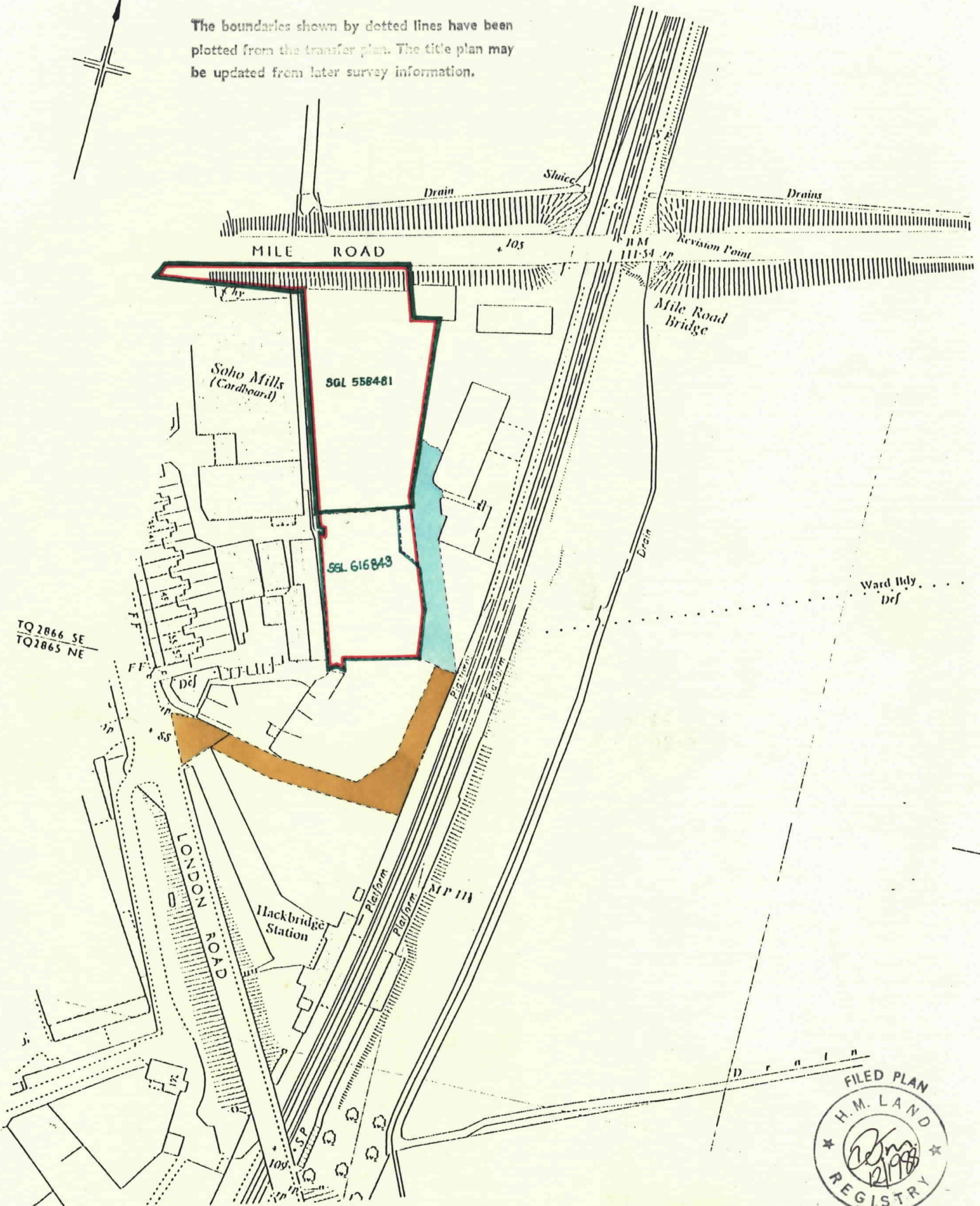
GREATER LONDON

BOROUGH of SUTTON

© Crown copyright



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





The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number SGL616843

Edition date 12.06.2014

- This official copy shows the entries on the register of title on 14 FEB 2022 at 16:12:28.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 14 Feb 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

## A: Property Register

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

SUTTON

- 1 (16.04.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the south east of Mile Road, Wallington.
- 2 The land has the benefit of the following rights granted by the Conveyance dated 14 March 1984 referred to in the Charges Register:-  
  
THE Board hereby grant to the Purchasers in fee simple a right of way to the Purchasers and their successors in title (in common with the Board and all others so entitled) with or without vehicles and for all purposes over the roadway shown coloured brown on the plan annexed hereto ("the right of way") subject to the covenants on the part of the Purchasers in respect of the right of way hereinafter contained PROVIDED THAT the Board reserve the right to vary or alter the route of the right of way or substitute an alternative right of way after consultation with the Purchasers PROVIDED FURTHER THAT any such substituted right of way shall be no less convenient or commodious and any such alteration variation or substitution shall be at the expense of the Board.  
  
NOTE: The land coloured brown on the Conveyance plan is tinted brown on the filed plan.
- 3 The Conveyance dated 14 March 1984 referred to above contains the following reservations:-  
  
Except and Reserving unto the Board the sewers drains and other works of the Board situate under the property and as mentioned in Clause 3 hereof  
  
THERE are not included in the Conveyance:-  
  
(i) any mines or minerals under the property hereby conveyed or any right of support from any mines or minerals whatsoever  
  
(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

## A: Property Register continued

The sewers, drains and other works and mines and minerals referred to are excluded from the title.

- 4 The land has the benefit of the following rights granted by the Transfer dated 31 March 1988 referred to in the Charges Register:-

TOGETHER WITH the rights and easements (subject to the payment of a fair contribution according to user of the costs of maintenance repair and replacement thereof as the case may be) set out in the First Schedule hereto

### THE FIRST SCHEDULE

(1) A right of way in fee simple for the Transferee and his successors in title in common with the Transferors and all others entitled thereto with or without vehicles and for all purposes over the roadway coloured brown on the filed plan of the said title Subject To the covenants and provisos set out in the Property Register of the said title.

(2) A right of way in fee simple for the Transferee and his successors in title and others authorized by him or them in common with the Transferors and their successors in title and others authorized by them with or without vehicles and for all purposes over the land coloured green on the said plan Provided That the Transferors reserve the right (after giving not less than three months notice to the Transferee with full details thereof) to vary or to alter the route of the special right of way subject to any substituted right of way being as wide and as reasonably convenient as the original right of way and subject to any such variation or alteration being at the expense of the Transferors

(3) The right to use all sewers drains water courses wires cables and other services laid or passing through under of over the remainder of the land comprised in the said title with the right to enter thereon with workmen and equipment for the purpose of inspecting maintaining repairing or replacing the same or any of them.

NOTE: The Roadway coloured brown referred to above is tinted brown and the land coloured green referred to above is tinted blue on the filed plan.

- 5 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land adjoining the northern boundary of the land in this title dated 24 February 1992 made between (1) William Whitcombe Flowitt (Transferor) and (2) Calor Gas Limited (Transferee):-

"TOGETHER with the right (in common with the Transferor and his successors in title) for the Transferee of passage of water and soil through the drain pumping chamber and ancillary apparatus from the south western corner of the land hereby transferred across the adjoining land retained by the Transferor (" the retained land") to the existing drain lying under the access road to the property which said access road is shown tinted blue on the filed plan of the title above mentioned subject to paying a proportionate part of the expense of maintaining repairing and replacing the said drain pumping chamber and ancillary apparatus.

THE PROPERTY is transferred SUBJECT TO the benefit in favour of the following retained land of the Transferor of all privileges in the nature of light air drainage way and passage and other like privileges of a continuous nature hitherto used and enjoyed by or over the land hereby transferred and any land retained by the Transferor and such rights of light and air for the benefit of the said land retained by the Transferor as he would be entitled to if the property hereby transferred and such adjoining property were in separate ownership and indefeasible rights of light and air as at present enjoyed in respect of such adjoining property had been acquired under the Prescription Act 1832.

THE TRANSFEE shall have such rights over the said land retained by the Transferor as the Transferee would have had over the said retained

## A: Property Register continued

land if the Transferee and the Transferor were two separate buyers to whom the Transferor had made simultaneous transfers of the property hereby transferred and of the retained land."

NOTE: The land tinted blue referred to is the land tinted blue on the filed plan.

## 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 (10.04.2000) PROPRIETOR: TRIESTE PROPERTIES LIMITED (Co. Regn. No. 2042536) of 11 Beeches Avenue, Carshalton, Surrey SM5 3LB.
- 2 (10.04.2000) The price stated to have been paid on 3 April 2000 was £210,000.

## C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 14 March 1984 made between (1) British Railways Board (Board) and (2) Starr (Fuel Oils) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Conveyance dated 14 March 1984 referred to above:-

There are reserved to the Board

  - (i) the right at any time to erect at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property hereby conveyed and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right
  - (ii) the right of support from the property hereby conveyed for the adjoining property of the Board
  - (iii) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property hereby conveyed now used for the benefit of the adjoining property of the Board
  - (iv) full right and liberty for the Board and their Successors in Title with or without workmen and equipment at all reasonable times to enter upon the property hereby conveyed for the purpose of exercising the right reserved by paragraph (iii) of this sub-clause
  - (v) full right and liberty for the Board and their Successors in Title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land including all such rights as may be required to maintain the Bridge the Board making good any damage to the property occasioned by the exercise of the rights of entry reserved by paragraphs (iv) and (v) of this sub-clause.
- 3 A Transfer of the land in this title and other land dated 31 March 1988 made between (1) Starr (Fuel Oils) Limited and (2) William Whitcombe contains covenants details of which are set out in the schedule of

## C: Charges Register continued

restrictive covenants hereto.

- 4 The land is subject to the following rights reserved by the Transfer dated 31 March 1988 referred to above:-

Except and Reserving the rights and easements (subject to the payment of a fair contribution according to user of the costs of maintenance repair and replacement thereof) set out in the Second Schedule hereto

### THE SECOND SCHEDULE

The right to use all sewers drains water courses wires cables and other services laid or passing through under or over the land hereby transferred with the right to enter thereon with workmen and equipment for the purposes of inspecting maintaining repairing or replacing the same or any of them.

- 5 (03.06.2014) The land is subject to the easements granted by a lease dated 14 January 2014 of Land and Warehouse at Station Depot, London Road for a term commencing on and including 14 January 2014 and ending on and including 13 January 2019 and by a lease dated 14 January 2014 of the same demise for a term beginning on and including 14 January 2014 and ending on and including 12 January 2019.

*NOTE: Copies filed.*

- 6 (03.06.2014) UNILATERAL NOTICE in respect of a Lease of Land and Warehouse at Station Depot, London Road dated 14 January 2014 made between (1) Trieste Properties Limited and (2) Vantage Property Company LLP for a term beginning on and including 14 January 2014 and ending on and including 13 January 2019.

*NOTE: Copy filed.*

- 7 (03.06.2014) BENEFICIARY: Vantage Property Company LLP (Co. Regn No. OC386839) of Leytonstone House, 1 Hanbury Drive, Leytonstone, London E11 1GA.

- 8 (03.06.2014) UNILATERAL NOTICE in respect of a Lease of Land and Warehouse at Station Depot, London Road dated 14 January 2014 made between (1) Vantage Property Company LLP and (2) Mattison Scaffolding Limited for a term beginning on and including 14 January 2014 and ending on and including 12 January 2019.

*NOTE: Copy filed.*

- 9 (03.06.2014) BENEFICIARY: Mattison Scaffolding Limited (Co. Regn. No. 06980311 of Leytonstone House, 1 Hanbury Drive, Leytonstone, London E11 1GA.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 14 March 1984 referred to in the Charges Register:-

FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in Title owners for the time being of the property hereby conveyed or any part thereof in whosoever hands the same may come the Purchasers covenant with the Board as follows:-

(1) Not at any time to build or erect any structure on the property within 2 metres of the lineside fence

(2) Not any time

(a) without previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose

## Schedule of restrictive covenants continued

(c) without undertaking to pay the supervision costs of the Board's Engineer to erect or add to any building or structure or to execute any works on any part of the property hereby conveyed

(3) To maintain to the satisfaction of the Board fences on all boundaries except these fronting the railway line

(4) To pay a fair proportion according to user to be determined by the Surveyor for the Board of the costs of maintaining and repairing the right of way PROVIDED THAT the Board shall not thereby be deemed to be under an obligation to maintain the roadway except to a standard suitable for its own purposes

(ii) Not to park any vehicle or vehicles on the right of way nor do anything thereon so as to obstruct or impede the passage thereover of anyone entitled to use the same

(5) Not to obstruct or impede the culvert running under the property

(6) To direct all surface water away from the Board's adjoining railway line.

2 The following are details of the covenants contained in the Transfer dated 31 March 1988 referred to in the Charges Register:-

The Transferee hereby covenants with the Transferors so as to benefit the remainder of the land comprised in the said title or any part or parts thereof and so far as to bind the land hereby transferred into whosoever hands the same may come but not so as to render the Transferee personally liable in damages for any breach after he shall have parted with all interest in the land hereby transferred that he will not use or permit to be used the land hereby transferred or any part thereof as an oil storage depot.

End of register

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

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 14 February 2022 shows the state of this title plan on 14 February 2022 at 16:13:14. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Croydon Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

# H.M. LAND REGISTRY

TITLE NUMBER

## SGL 616843

ORDNANCE SURVEY  
PLAN REFERENCE

COUNTY SHEET  
GREATER LONDON

NATIONAL GRID SECTION  
TQ 2865 NE  
TQ 2866 SE

Scale: 1/1250

BOROUGH OF SUTTON

© Crown Copyright.

