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Official copy of register of title

Title number SY200700

Edition date 12.04.2022

- This official copy shows the entries on the register of title on 14 FEB 2024 at 16:17:33.
- 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 2024.
- 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.

CROYDON

- 1 (05.05.1958) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 119 Old Farleigh Road, South Croydon (CR2 8QD).
- 2 The Conveyance dated 20 February 1925 referred to in the Charges Register contains the following provision:-

But so that the Purchaser should not be entitled to any right of light or air which would restrict or interfere with the free user of any other part of the Estate either for building or other purposes.
- 3 (27.07.1998) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (07.09.1998) The land in this title and other land has the benefit of the following rights granted by a Deed dated 31 July 1998 made between (1) Meridian Land Limited (the Grantor) and (2) Milford Homes Limited (the Grantee):-

"The Grantor HEREBY GRANTS to the Grantee and its successors in title and owners and occupiers for the time being of the Blue Land in common with other persons similarly entitled so that the benefit shall run with the Blue Land and each and every part thereof:-

2.1 the right to pass and repass with and without vehicles over the Red Land at all times for the purpose of gaining access to and egress from the Blue Land and any property now constructed or to be constructed thereon

2.2 the right to make up the roadway known as Ravenshead Close situate on the Red Land so as to extend such roadway across the Blue Land such roadway to be made up and constructed to an adoptable standard by the Grantee and subject to the Grantee or its successors in title contributing the entire expenses of the costs of constructing and maintaining the said roadway until adopted by the local authority

2.3 the right to lay drains sewers electricity cables or other conducting media in under or over the Red Land to connect to any drains sewers electricity cables serving the Blue Land (subject to the Grantee making good to the reasonable satisfaction of the Grantor all damage

A: Property Register continued

caused to the Red Land) and thereafter the right of passage and drainage through any drains sewers electricity cables or other conducting media

2.4 the right to enter the Red Land at all times with and without workmen for the purpose of constructing renewing and repairing any roadway over the Red Land and/or any conducting media in under or over the Red Land and maintaining the same

3 RESTRICTIVE COVENANTS

The Grantee hereby covenants with the Grantor and its successors in title for the benefit of the Red Land and each and every part thereof to observe and perform the following restrictions and stipulations:-

3.1 Not to permit any other person anyone other than the owners and occupiers their visitors and invitees for the time being of the Blue Land to have access over or egress from the Red Land

3.1 Not to permit any other person other than owners and occupiers for the time being of the Blue Land to have any rights to use any of the conducting media now laid or within 80 years of the date hereof be laid under the Red Land

3.3 To indemnify and keep the Grantor indemnified against all costs damages expenses relating to the construction maintenance and adoption of any road to be constructed on the Red Land any any conducting media now laid or within 80 years of the date hereof to be laid in under or on the Red Land."

NOTE: The Blue Land referred to above is the land in this title and the land tinted pink on the filed plan. The Red Land referred to above is tinted brown 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 (12.04.2022) PROPRIETOR: ALBURY HOMES (SELSDON) LIMITED (Co. Regn. No. 13800461) of Penhurst House, 352-6 Battersea Park Road, London SW11 3BY.
- 2 (12.04.2022) The price stated to have been paid on 29 March 2022 was £750,000.
- 3 (12.04.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 March 2022 in favour of LendInvest Security Trustees Limited referred to in the Charges Register.
- 4 (12.04.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 March 2022 in favour of FPS Nominees 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 dated 20 February 1925 made between (1) Percy Portway Harvey (Vendor) and (2) William Jane Lane (Purchaser) contains covenants details of which are set out in the schedule of restrictive

C: Charges Register continued

covenants hereto.

2 By a Deed Poll dated 31 May 1934 under the hand and seal of Percy Portway Harvey the stipulations contained in the Conveyance dated 20 February 1925 referred to above were varied as therein mentioned. Details of such variations are set out in the schedule of restrictive covenants hereto.

3 (12.04.2022) REGISTERED CHARGE dated 29 March 2022.

NOTE: See the entry below altering the priority of this charge.

4 (12.04.2022) Proprietor: LENDINVEST SECURITY TRUSTEES LIMITED (Co. Regn. No. 08743617) of 8 Mortimer Street, London W1T 3JJ.

5 (12.04.2022) The proprietor of the Charge dated 29 March 2022 in favour of LendInvest Security Trustees Limited referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

6 (12.04.2022) REGISTERED CHARGE dated 29 March 2022.

NOTE: See the entry below altering the priority of this charge.

7 (12.04.2022) Proprietor: FPS NOMINEES LIMITED (Co. Regn. No. 8276385) of Old Barn House, High Road, Eastcote, Pinner HA5 2EW.

8 (12.04.2022) The priorities of the charges dated 29 March 2022 in favour of FPS Nominees Limited and 29 March 2022 in favour of LendInvest Security Trustees Limited referred to above have been altered by a Deed dated 29 March 2022.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 20 February 1925 referred to in the Charges Register:-

COVENANT by the Purchaser (with intent to bind the said hereditaments into whosoever hands the same may come but not so as to be personally liable after he or they should have parted with the land in respect of which any breach may occur) with the Vendor his heirs and assigns the owner or owners for the time being of Selsdon Park Estate to perform and observe the stipulations and restrictions contained in the Schedule.

THE SCHEDULE before referred to

1. No caravan or house on wheels other than poultry houses or other structures to be used in connection with the industries of poultry farming horticulture fruit growing or agriculture shall be placed on the property nor shall any temporary building or erection be placed or built thereon without the Vendor's consent in writing first\$ being obtained.

2. The property shall not be used for any purpose other than residential or what is generally termed agriculture Only one house may be erected upon each plot or each acre of a plot nor shall any act deed or thing be done or permitted to be thereon in or upon any building erected thereon which may be or grow to be an annoyance nuisance damage or disturbance to the Vendor or to the owner or tenant of any other portion of Selsdon Park Estate.

2a. For a period of seven years from the date hereof no part of the land hereby conveyed or any building erected thereon shall be used for the purpose of a hospital asylum nursing home where mental or infectious or contagious patients are taken prison cemetery or factory which by reason of noise smoke or smell shall amount to an actual nuisance or annoyance.

3. No building or erection shall be set up less than seventy five feet from the edge of the road next to any Plot.

Schedule of restrictive covenants continued

4. Each house erected on land with frontage upon the Sanderstead - Addington Road (plots 87 to 99 inclusive) shall be of the net prime cost for materials and labour of construction only of not less than £1000. Similarly houses with frontage upon Farley Road (plots 100 to 103a and 143a) shall each be of the net prime cost as defined above of not less than £850 and similarly houses erected upon Plots 104 to 112 and 113 to 117 (inclusive) fronting Farley Road on the East and Kingswood Way on the South respectively shall each be of the net prime cost of not less than £750. Materials used in the construction of the houses on the above mentioned frontages and Plots shall be as to the outside walls of brick stone or rough cast of an approved type and as to roofs of tiles made from natural clay or slates.

5. Before the erection of any house or buildings upon any plot plans for such house or building shall be submitted to and approved by the Vendor or his Surveyor and upon submission a fee of 10/6d shall be paid and as to Plots 87 to 117 and 143a inclusive a short specification of materials to be used shall accompany such Plan.

6. The Purchaser shall not within a period of two years from the date of this Conveyance cut down any trees now growing on the land except with the written consent of the Vendor or his Surveyor first having been obtained (such consent not to be unreasonably withheld in the case of timber required to be felled and removed for or in connection with the construction of a house and lay-out of garden). The Purchaser shall make good all damage occasioned by any such felling and removal but the Vendor shall be at liberty to make good any such damage in which case the Purchaser shall reimburse to the Vendor the cost occasioned thereby the amount to be assessed by the Surveyor to the Vendor whose certificate shall be final.

7. The Purchaser shall within one calendar month after being called upon so to do erect and for ever after maintain good and sufficient fences to the approval of the Vendor or his surveyor along the side or sides of the land purchased by him where the same are marked with a T on the Plan drawn hereon.

8. The cost of constructing repairing and maintaining any roadway and footpaths and any water or gas mains electric light cables sewers drains gutters or other works in connection therewith as the Vendor may think fit or the local authority may require shall be borne and contributed by the plottolders concerned in due proportion to their interest such proportion to be certified in writing by the Surveyor for the time being to the Vendor whose certificate shall be final and binding on both parties. All or any such amounts due from the Purchaser shall be payable on demand whether or no any such works shall have been begun in progress or completed.

9. Until the Plot is fenced in by the Purchaser the Vendor shall have the right to cultivate depasture and remove anything therefrom.

10. The above stipulations and restrictions shall run with the land into whosoever hands the same may come but the Vendor reserves the right to alter or waive all or any of the above stipulations and restrictions as to any Plot or Plots and also to vary the laying out of the Estate.

11. In these stipulations and restrictions the expression "the Vendor" shall (where applicable) include the Vendor his heirs executors administrators and assigns and the expression "the Purchaser" shall include the Purchaser his or her heirs executors administrators and assigns and if more than one of them and each of them and all persons deriving title under them respectively.

NOTE 1: With reference to clause 4 above, the land in this title was part of Plot 111

-NOTE 2: A T mark on the said plan referred to in clause 7 above affects the south-western boundary of the land in this title.

2 The following are details of the variations contained in the Deed Poll dated 31 May 1934 referred to in the Charges Register:-

Title number SY200700

Schedule of restrictive covenants continued

The said Percy Portway Harvey in consideration of the sum of £30 paid by the said William John Lane (receipt acknowledged) did thereby consent and agree that notwithstanding anything in the said stipulations contained the said William John Lane and his successors in title should be at liberty on the three plots Numbers 110, 111 and 112 belonging to him to erect not more than seven houses each house to have a frontage of not less than 50 feet to either Farleigh Road or Kingswood Way and as regards houses fronting Kingswood Way only, set back not less than 40 feet from the edge of the road being the modified building line for Kingswood Way.

AND he thereby altered and varied the said stipulations accordingly.

End of register