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.

Applications are pending in  ${\tt HM}$  Land Registry, which have not been completed against this title.



# Official copy of register of title

### Title number SGL227938

Edition date 07.12.2021

- This official copy shows the entries on the register of title on 11 SEP 2023 at 11:23:43.
- 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 09 Jul 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.

### SUTTON

- The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 53 Central Road, Worcester Park, (KT4 8EB).
- The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 6 October 1976 made between (1) Andrew Stewart Perloff and Malcolm Lawrence Bloch and (2) A G Nunn & Co Limited.

NOTE: Original filed.

- 3 The Transfer dated 6 October 1976 referred to above contains a provision as to boundary structures.
- 4 (07.12.2021) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

# **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 (02.09.2021) I
- 2 (02.09.2021) The price stated to have been paid on 4 June 2021 was £1,050,000.
- 3 (02.09.2021) The Transfer to the proprietor contains a covenant to observe and perform the covenants charges, encumbrances, and restrictions contained or referred to in the Property and Charges Registers so far as they are subsisting and capable of taking effect and of indemnity in respect thereof.

# C: Charges Register

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

A Conveyance of the land in this title and other land dated 25 September 1894 made between (1) Edward Mulready Stone and Frederick William Stone (Vendors) and (2) William John Bennett (Purchaser) contains covenants.

By an Order of the Official Arbitrator dated 24 July 1936 the said covenants were modified.

By a Deed dated 18 March 1937 made between (1) James Henry Dyer (Mr Dyer) (2) Joseph Scott (Mr Scott) (3) Lucy Emily Lloyd (Mrs Lloyd) (4) Alfred John Hurley (Mr Hurley) (5) William George Wells (Mr Wells) and (6) Capital and Country Estates Limited (Company) one of the said covenants were expressed to be released. Details of the restrictive covenants and copies of the terms of the modifications and of the release are set out in the schedule of restrictive covenants hereto.

2 (07.12.2021) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

The leases grant and reserve easements as therein mentioned.

### Schedule of restrictive covenants

The following are details of the covenants contained in the Conveyance dated 25 September 1894 referred to in the Charges Register:-

COVENANT by Purchaser for himself his heirs executors administrators and assigns to the intent that the covenant might run with and bind the premises thereinbefore conveyed with the Vendors their heirs executors administrators and assigns that he would observe and perform the stipulations more particularly set forth in the Second Schedule thereto.

### THE SECOND SCHEDULE above referred to

- 1. Not to erect on the respective lots hereby conveyed any building nearer to the road in front thereof than the building line shewn on the said plan.
- 2. Forthwith on being called upon by the Vendors to make and afterwards maintain in good repair at the front and rear of the said lots and on the side thereof indicated by the mark "T" on the plan a substantial boundary fence or wall. The fence or wall next the said road shall not exceed four feet in height nor shall it be constructed or used as an advertising station or so as to be a nuisance or injury to the owners or occupiers of the adjoining property.
- 3. Not to do or allow any act or thing to be done in or upon the premises hereby conveyed which shall be a nuisance annoyance and disturbance or damage or injury to the owners or occupiers of the adjoining property.
- 4. All the said lots shall be used and occupied for the erection of private dwellinghouses only and for garden and pleasure grounds attached to as hereinafter mentioned. The dwellinghouse to be erected on each of any lot shall be erected in a position and according to plans and designs to be previously approved by the Surveyor for the time being of the Vendors (therein referred to as the said Surveyor) and not more than one house shall be erected on each lot.
- 5. No other building shall be erected on any lot than the building so authorised by the said Surveyor and no alterations in or addition to any authorised building shall be made without the consent in writing of the said Surveyor.
- 6. The houses to be erected on the respective lots shall be of the respective values following in first cost of labour and materials exclusive of outbuildings at the lowest current prices £200 each in case of a detached house and £350 in the case of a pair of semidetached houses in two or more contiguous lots.

### Schedule of restrictive covenants continued

- 7. No bricks timber or materials of any kind nor any soil or rubbish shall be deposited upon the road or footpath nor any obstruction caused to the free use of the roads and footpaths and no earth or gravel shall be dug out or removed other than such as may be required to be dug out or removed for foundations and for forming basement storey (if any) cellars drains ways or paths for or to any dwellinghouse or for laying out the gardens.
- 8. No trade or business whatsoever shall be carried on or permitted or suffered to be carried on upon any of the lots or in or upon any building thereon and no lot or any building theron shall be used as or for a school hospital or public institution nor otherwise than a private residence.
- 9. The said lots are conveyed subject to the reservation to the Vendors of the free running of water and soil from the adjoining lands of the Vendors NO part of the said lots shall at any time hereafter be formed or used or hereafter to be made or laid out by the Vendors or their assigns on the Stoneleigh Estate without the consent in writing first obtained.

NOTE: No "T" marks referred to in clause 2 above affect the boundaries of the land in this title.

- 2 The following are details of the Order of Official Arbitrator dated 24 July 1936 referred to in the Charges Register:-
  - "I being the Official Arbitrator selected by the Reference Committee to hear and determine the above Application, having heard the same, DO ORDER: subject to the payment, satisfaction or discharge of the Compensation hereinafter awarded THAT THE RESTRICTIONS affecting the abvoe-decribed property impsoed by the following Deeds of Conveyance on Sale, viz:-
  - 1. Dated the 25th day of September 1894 and made between Edward Mulready Stone and Frederick William Stone of the one part and William John Bennett of the other part.
  - 2. Dated the 24th day of September 1894 and made between the said Edward Mulready Stone and Frederick William Stone of the one part and Emma Bennett of the other part.
  - 3. Dated the 25th day of June 1894 and made between the said Edward Mulready Stone and Frederick William Stone of the one part and Richard Charles Fairhead of the other part BE AND THE SAME ARE HEREBY MODIFIED to the extent of permitting the erection of the said land of A RANGE OF BUILDING TO CONTAIN TWELVE AND NOT EXCEEDING TWELVE LOCK-UP RETAIL SHOPS WITH FLATS OVER THE SAME AND THE CONSTRUCTION OF A ROADWAY ALONG THE NORTH-EASTERN AND SOUTH-WESTERN SIDES OF THE SAID LAND TO GIVE ACCESS TO THE REAR OF THE SAID SHOPS subject to the following terms and conditions, viz:-
  - (a) The said building shall conform to the building line to Central Road prescribed by the Sutton and Cheam Corporation.
  - (b) The said building shall not exceed two storeys in height except that on or about the centre of the building the height may be increased to three storeys over one of the said Shops and these heights shall not extend for a greater distance than forty-two feet from the building line beyond which distance any building erected, including garages, shall only be used in connection with the Shop on which it abouts and shall not exceed twelve feet in height to the wall plate.
  - (c) No noisy noxious or offensive trade or business shall be carried on upon any portion of the said building and premises and no part of the footpath or forecourt in front of the said building shall be used for the display of goods, boards or articles of any description.
  - (d) The said Flats shall not exceed twelve in number and shall be self-contained and be for private occupation only and for not more than one family per Flat."  $\frac{1}{2} \int_{\mathbb{R}^n} \frac{1}{2} \left( \frac{1}{2} \int_{\mathbb{R}^n} \frac{1}$
  - NOTE 1: The Conveyance dated 25 September 1894 referred to in clause 1

### Title number SGL227938

### Schedule of restrictive covenants continued

above is mentioned in the Charges Register

NOTE 2: The Conveyance dated 24 September 1894 referred to in clause 2 above do not affect the land in this title

NOTE 3: The Conveyance dated 25 June 1894 referred to in clause 3 above do not affect the land in this Title.

3 The following are details of the Release contained in the Deed of Release dated 18 March 1937 referred to in the Charges Register:-

"In consideration of the sum of THREE HUNDRED AND FIFTY TWO POUNDS now paid by the Company to the said Objectors in manner following that is to say to Mr Dyer the sum of Sixty pounds to Mr Scott the sum of One hundred pounds to Mrs Lloyd the sum of Sixty pounds to Mr Hurley the sum Sixty Pounds and to Mr Wells the sum of Seventy two pounds (the receipt of which respective sums of Sixty pounds One hundred pounds Sixty pounds Sixty pounds and Seventy two pounds making together the said sum of Three hundred and fifty two pounds the said Objectors do hereby respectively acknowledge the said Objectors and each of them but to the extent only of their and such of their respective claims thereunder and right titles or interests therein and the claims rights titles or interests of their respective successors in title owners or occupiers for the time being of the said reidences and premises numbers 28, 34, 36, 38 and 42 Hampton Road aforesaid or any of them do hereby release and for ever discharge the company and their successors in title and the freehold lands and premises situate and known a numbers 47, 49, 53, 55, 57, 59, 63, 65, 67, 71 and 73 Central Road Cheam aforesaid and every part thereof from Condition (d) so far as the same restricts or purports to restrict the Company or their successors in title from using the said flats o any of them for other purposes than as self contained flats for private occu pation only but not further or otherwise TO THE INTENT that the Company and their successors in title may henceforth use the said lands and premises and every part thereof without objection action proceedings or claim by or on behalf of the said Objectors their and each of their succesors in title as though Condition (d) to the extent aforesaid had not been inserted in the said Order but this is not to extend to the using of the back walls of the flats for advertising purposes AND that the said Objectors and each of them their and each of their successors in title may henceforth be for ever barred from enforcing or endeavouring to enforce Condition (d) to the extent aforesaid and from making or attempting to make any claim thereunder or in respect thereof.

2. THE said Objectors and each of them hereby accept the said sum of Three hundred and fifty two pounds so paid to them as aforesaid in full satisfaction and discharge of the conditional payment of the said sum of Four hundred and forty pounds by the said order directed to be paid to them upon the condition and in the manner therein set out TO THE INTENT that the Company may be entitled to immediate repayment of the said sum of Four hundred and forty pounds out of Court and that the said Order shall henceforth remain in effect subject to the modification thereof in respect off Condition (d) hereinbefore made as though the direction therein contained for conditional payment to the said OBjectors of the said sum of Four hundred and forty pounds had lapsed."

NOTE 1: The Objectors referred to above are the parties of the first five parts  $\ \ \,$ 

NOTE 2: The Condition referred to in the first paragraph above is that referred to in the Order of Official Arbitrator dated 24 July 1936 set out above.

### Schedule of notices of leases

1

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
07.12.2021	53 Central Road (Ground	16.11.2021	SGL827350

# Schedule of notices of leases continued

Registration Property description Date of lease Lessee's date and term title

and plan ref.

1 (part of) Floor) A term of years starting

years starting on 15 November 2021 and ending on 15 November 2031

# 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.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 09 July 2024 shows the state of this title plan on 11 September 2023 at 11:23:43. 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.

# HM Land Registry Official copy of title plan

Title number **SGL227938**Ordnance Survey map reference **TQ2265NE**Scale **1:1250**Administrative area **Sutton** 



