

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

Title Number SGL511200

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

We hereby certify this to be a true copy of the original

Books  
12 Upper Green East  
Letcham St

CROY DLR  
12 APR 1988  
RECEIVED F

(Rule 72)

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

TRANSFER OF PART IMPOSING FRESH RESTRICTIVE COVENANTS

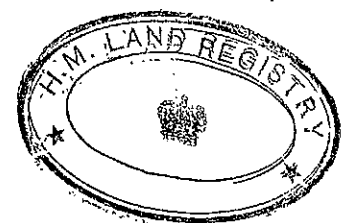
LONDON BOROUGH: MERTON

TITLE NO.

PROPERTY: 3 NEW CLOSE MERTON SW19

DATE 29th FEBRUARY 1988

copy  
7  
JD  
OFFICE COPY



SGL 51 1200

1. IN CONSIDERATION OF TWENTY THOUSAND THREE HUNDRED AND EIGHTY POUNDS (£20,380) the price agreed to be that payable under Part V of the Housing Act 1985 and Part 1 of the Housing and Planning Act 1986 the receipt whereof is hereby acknowledged and so as to give effect (pursuant to a notice given under Section 122 of the said 1985 Act) to the right to buy conferred by the said 1985 Act WE THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON of Crown House London Road Morden Surrey SM4 5DX (hereinafter called "the Corporation") as Beneficial Owner hereby transfer to LYDIA CAWLEY of 3 NEW CLOSE MERTON SW19 (hereinafter called "the Purchaser") ALL THAT piece or parcel of land situate in the London Borough of Merton together with the messuage or dwellinghouse and buildings erected thereon or on some part thereof and numbered and known as 3 NEW CLOSE SW19 in the London Borough of Merton as the same is shown on the plan attached hereto and thereon coloured pink being part of the land (comprised in a Conveyance dated the 15th day of January 1936 and made between SARAH CLARKSON (1) SARAH CLARKSON and THOMAS MATHIAS CLARKSON (2) and THE MAYOR ~~AND~~ ALDERMEN AND BURGESSES OF THE BOROUGH OF MITCHAM (3) (hereinafter called "the said premises") TOGETHER WITH the rights and privileges set out in the First Schedule hereto EXCEPT AND RESERVING unto the Corporation the rights and privileges set out in the Second Schedule hereto

2. THE Purchaser for himself and his successors in title hereby covenant with

L09AXK

the Corporation that if within three years from the date hereof there shall be a disposal (meaning a conveyance of the freehold or the grant of a lease or sub-lease whether in any such case of the whole or part of the said premises hereby conveyed for a term of more than twenty-one years otherwise than at a rack rent (not being a mortgage term) but not including a disposal pursuant to an order under S.24 of the Matrimonial Causes Act 1973 or S.2 of the Inheritance (Provision for Family and Dependants) Act 1975 and not a vesting in a person taking under a will or on an intestacy) the purchaser or his successors in title will pay to the Corporation on demand the sum of £30570 reduced by one-third of that amount of £30570 for each complete year which shall elapse between the date of this transfer and the date of disposal PROVIDED NEVERTHELESS that if there shall be more than one such disposal the Corporation shall be entitled to demand payment only on the first one

3. THE Purchaser hereby covenants with the Corporation for the benefit of the adjoining and neighbouring land of the Corporation and to the intent and so as to bind the said premises hereby transferred into whosoever hands the same may come but not so as to render the Purchaser liable in damages for any breach of covenant after he shall have parted with all interest in the said premises hereby transferred that he the Purchaser will observe and perform the stipulations and restrictions set out in the Third Schedule hereto PROVIDED that nothing herein contained shall be deemed to imply the existence of a Building Scheme or to prevent the Corporation from selling free from all or any of the said stipulations any part of the lands of the Corporation adjoining or in the neighbourhood of the said premises hereby transferred

4. THE Purchaser shall observe and perform the restrictions covenants and stipulations (if any) (contained or referred to in the said Conveyance) so far as the same relate to the said premises and are still subsisting and capable of taking effect; and shall indemnify and keep indemnified the Corporation

from and against all actions claims and demands arising from any future breach or non-observance thereof

5. IT IS HEREBY AGREED and DECLARED as follows:-

(a) the walls of the dwellinghouse on the said premises hereby transferred used in common with the adjoining dwellinghouses shall be deemed to be party walls for the joint and common purposes of the said dwellinghouse on the said premises hereby transferred and of the adjoining dwellinghouse

(b) the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of the adjoining or neighbouring property of the Corporation for building or other purposes

(c) the access and user of light and air to and for the said premises sold and to or for the dwellinghouse erection or building for the time being erected and standing thereon from and over the adjoining property of the Corporation is enjoyed with the express consent of the Corporation and the Corporation and its successors in title owners or occupiers of the said adjoining property of the Corporation may from time to time and at any time interfere with or destroy any access of light and air to the said premises and the said dwellinghouse erections or other buildings by erecting new buildings or altering existing buildings on the said adjoining property of the Corporation without any formal revocation of such consent

(d) all expenses to be incurred by the Corporation or the Purchaser jointly and severally under Section 9 of the Metropolitan Water Board Act 1932 in respect of the repair and maintenance of any common service pipe shall as between the Corporation and the Purchaser be apportioned as to the proportionate share thereof to be paid in respect of each house supplied by the said common service pipe and such apportioned expenses shall be borne and paid by the Corporation or the Purchaser (as the case may be) accordingly and if the Corporation shall sell or dispose of their adjoining property or any

part thereof or if the Purchaser shall do likewise with the property the Corporation or the Purchaser (as the case may be) will procure the Purchaser or Assignee thereof to enter into a covenant in the terms hereof

6. THE Corporation hereby applies to the Chief Land Registrar for the entry and the Purchaser hereby consents to the entry on the Register of the title of the said premises hereby transferred of a notice of the statutory charge created by Clause 2 hereof

7. IN this transfer except where the context does not so permit the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa and where there is more than one purchaser all the conditions and obligations entered into by such persons shall be joint and several

8. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty Thousand Pounds (£30,000)

#### THE FIRST SCHEDULE

##### Rights and Privileges Transferred

The free and uninterrupted passage and running of water (including domestic water supply) and soil in common with the Corporation and all other persons entitled thereto by and through the channels drains pipes and sewers in or under the neighbouring land of the Corporation Subject to the Purchaser and his successors in title paying a fair proportion of the expense of repairing and maintaining the said channels drains pipes and sewers

#### THE SECOND SCHEDULE

##### Exceptions and Reservations

For the benefit of the adjoining property free and uninterrupted passage and running of water (including domestic water supply) and soil from and to the

L09AXK

other buildings and land of the Corporation adjoining the said premises through the sewers drains and water courses which are now or may within a period of 80 years from the date of the transfer to the Purchaser be in or under the said premises with all easements rights and privileges proper for repairing maintaining and reinstating the same and such rights of light and air for the benefit of the adjoining property of the Corporation as it would be entitled to if the property sold 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 or the Rights of Light Act 1959

#### THE THIRD SCHEDULE

##### Stipulations

1. The Purchaser shall for ever maintain the boundary walls fences or hedges on the sides of the said premises which are marked "T" on the said plan of such height and design as the Corporation shall approve AND if the Purchaser shall make default in maintaining such walls fences or hedges within twenty-one days after notice in writing so to do shall have been given to them by the Corporation the Corporation shall be at liberty to repair the same at the expense of the Purchaser who shall repay the amount thereof on demand
2. The said premises shall not at any time be used otherwise than for the purpose of a private dwellinghouse and no spiritous or fermented liquors shall be sold in or upon any part thereof and no trade manufacture or business or institution of any kind or operations of a noisome offensive dangerous or noisy kind shall be carried on in or upon the same nor shall anything be done thereon which may be or grow to be a nuisance damage grievance or annoyance to the Corporation its successors and assigns or their tenants or to the owners or tenants of any adjoining property or the neighbourhood or which may tend to depreciate or lessen the amenities or value of the estate of the Corporation

or any part thereof as residential property only

3. Not to alter the exterior of the dwellinghouse nor the design character or elevation thereof without the consent in writing of the Corporation in its capacity as owner of the adjoining land and not as local planning authority

4. Not to make any alterations in or additions to the said dwellinghouse or other buildings and not to erect or suffer to be erected any building or other structure which will or may interfere with access of light or air to any dwellinghouse

5. To maintain the said channels pipes drains and sewers

SIGNED SEALED AND DELIVERED by the )

Purchaser in the presence of: ) Mrs. L. Bourley.

Name: JPS Hunt  
Address: 2a Upper Green Park  
Mickham  
Surrey

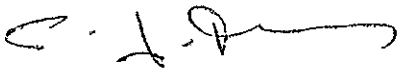
Description or

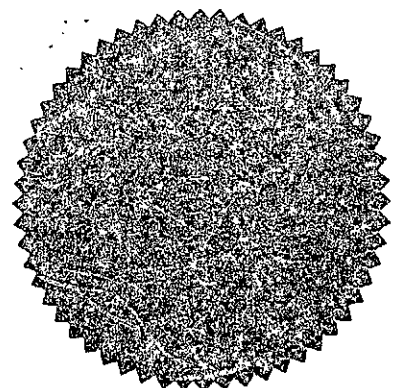
Occupation

THE COMMON SEAL OF THE MAYOR AND )

BURGESSES OF THE LONDON BOROUGH OF MERTON)

was hereunto affixed in the presence of: )

  
ASSISTANT CHIEF EXECUTIVE  
(LEGAL SERVICES) AND  
SOLICITOR TO THE COUNCIL



L09AXK

DATED 29th FEBRUARY 1988

THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF MERTON

- and -

MRS. L. CAWLEY

T R A N S F E R

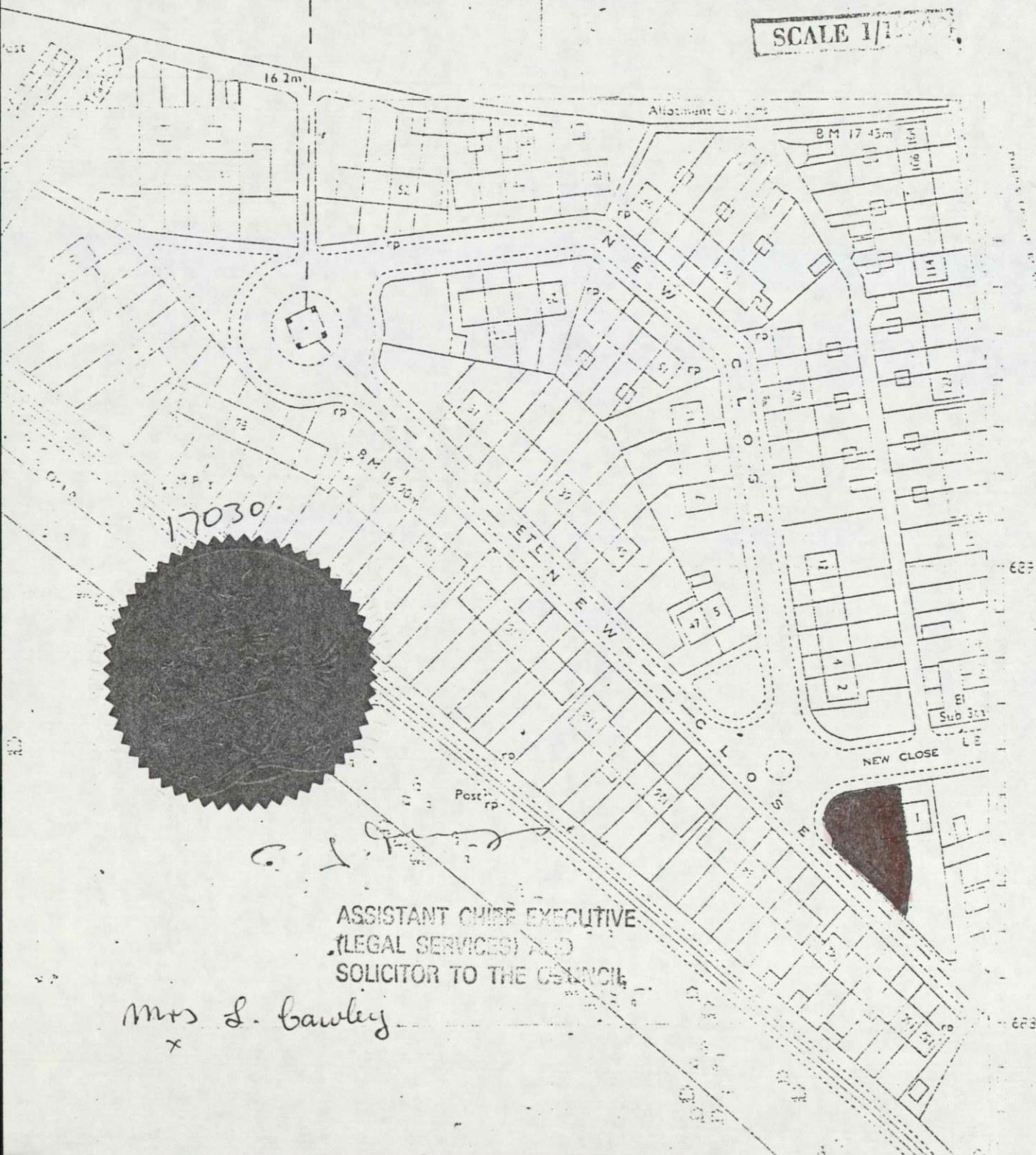
of 3 NEW CLOSE, SW19  
in the London Borough of  
Merton

Ref: JD/PR/HSG.31/4366

L09AXK



SCALE 1/



ASSISTANT CHIEF EXECUTIVE  
(LEGAL SERVICES) AND  
SOLICITOR TO THE COUNCIL.

Mrs L. Bawley