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Title Number SGL523892

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SGL523992 SEQ94

TRANSFER OF PART

CROY DLR
14 DEC 1988
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H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1986

| | | |
|---|---|---|
| London Borough | - | Bexley |
| Title Number | - | SGL 188756 |
| Property | - | 90 Holstein Way<br>Thamesmead<br>Erith<br>Kent DA18 4DL |

Dated 5th day of December One thousand nine hundred and eighty-eight

1. **IN CONSIDERATION** of TWENTY THOUSAND TWO HUNDRED AND FIFTY POUNDS (£20,250) paid to **THAMESMEAD TOWN** of Harrow Manor Way, Thamesmead, London SE2 9XH ("TT" which expression shall where the context allows include its successors in title) by **MAUREEN LAMBERT** of 90 Holstein Way aforesaid ("the Transferee" which expression shall where the context allows include her successor in title) the receipt of which is hereby acknowledged and pursuant to the provisions of Part V of the Housing Act 1985 ("the Housing Act") as applied by Article 3 of the Local Government Reorganisation (Preservation of Right to Buy) Order 1986 ("the Order") as Beneficial Owner transfers to the Transferee the land ("the Property") described above and hatched black on the accompanying plan and numbered "1" thereon being part of the land comprised in the title above referred to

**TOGETHER WITH** the rights referred to expressly in the First Schedule hereto

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**EXCEPT AND RESERVED**

(a) for the benefit of all adjoining and neighbouring land and premises and all land now belonging to TT

(i) the easements and rights referred to expressly in the Second Schedule hereto and all other existing easements quasi-easements rights or privileges over or in relation to the Property now enjoyed with such adjoining and neighbouring land and premises and

(ii) the right to connect to any existing or future sewers drains pipes wires and cables now passing or prior to the expiry of eighty years from the date hereof which shall be the perpetuity period for the purposes of this Transfer ("the Perpetuity Period") to pass in through under or over the Property and after such connection to use the said adjoining and neighbouring land and premises and

(iii) the right to enter upon the Property for the purpose of the inspection of and executing works of repair maintenance and replacement of walls sewers drains pipes cables or other apparatus in connection with the enjoyment of the easements rights or privileges hereinbefore reserved the persons exercising such right making good any damage thereby occasioned and

(b) the right for TT and its successors in title to enter from time to time upon the Property with or without workmen plant and materials

(i) for the purpose of constructing reconstructing adding to altering inspecting

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maintaining and repairing any building now or within the Perpetuity Period on the land adjoining the Property and

(ii) for any purposes connected with the development within the Perpetuity Period of any adjoining or neighbouring land of TT in so far as such purposes cannot reasonably be carried out without such entry as aforesaid (in both cases giving reasonable previous notice of intention to enter upon the Property to the owner or occupiers of the Property and making good to their reasonable satisfaction any damage occasioned by such entry

**AND SUBJECT** to all existing rights privileges easements and quasi-easements in over or under the Property and covenants affecting the same in addition to those contained in this Transfer

2. **IT IS HEREBY DECLARED AND AGREED** by and between the parties hereto

(A) that TT shall have power at all times without obtaining any consent from or making any compensation to the Transferee to deal as TT may think fit with any land or buildings adjoining opposite or near to the Property and to erect or suffer to be erected on any adjoining opposite or neighbouring land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time hereafter be enjoyed by the Transferee or other owners tenants or occupiers of the Property or any part thereof

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(B) that any access of light or air now or hereafter enjoyed over any part of the said adjoining or neighbouring land by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of TT and not as of right

(C) that there is expressly excepted from this Transfer any right to the free passage of light or air through any windows or openings in any building now standing or hereafter to be erected on any part of the Property and

(D) that the Transferor may at any time release vary or modify any of the stipulations contained in clause 3

(E) that such of the walls and fences ("the Party Walls") separating the buildings (including internal division walls) and dividing the Property from adjoining land now or formerly of TT and for which the responsibility for maintenance is not provided for expressly by this Transfer or in any other deed to which TT is a party or the provisions of which are binding on TT are hereby declared to be party walls and repairable and maintainable at the joint and equal expense of the Transferee and the respective owners of the adjoining land

[(F) that this Transfer shall not be deemed to include and shall not operate to transfer any easements quasi-easements rights or privileges over or in relation to any communal walkway whether at ground or first floor level or any staircase leading thereto adjoining or adjacent to the Property hereby transferred which might by implication of law pass by this Transfer]

3. THE Transferee for the Transferee and the successors in title of the Transferee hereby covenants

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with TT **TO THE INTENT** that this covenant shall bind the Property into whosesoever hands the same may come for the benefit of so much of the remainder of Thamesmead ("Thamesmead") as for the time being remains vested in TT or any part or parts thereof or such parts thereof as may hereafter be sold by TT with the benefit of this covenant that the Transferee or the successors in title of the Transferee will observe and perform the following restrictions and conditions

(A) (i) Not to use the Property other than as a private dwellinghouse subject nevertheless to the number of persons occupying the Property not exceeding the permitted number as specified in Part X of the Housing Act 1985

(ii) Not to do or permit to be done on the Property any act or bring or allow to remain on the Property or any part thereof any thing which may be or grow to be a nuisance or annoyance to the occupiers of Thamesmead or to obstruct the roads or footpaths on Thamesmead or which may tend to depreciate the value of the adjoining or neighbouring properties and land and without lessening the effect of the foregoing provisions of this sub-clause not to use or permit to be used for residential purposes any caravan at any time parked on any part of the Property

(iii) Not to permit or suffer the Property to become in a dangerous state or condition or decoratively or structurally dilapidated

(iv) Not to cut down remove top lop or otherwise interfere with any ornamental or other trees or saplings now growing on the Property unless in the opinion of the local authority the said trees

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interfere with the reasonable enjoyment of the property or any adjoining property or unless the said trees have become dangerous or are likely to cause damage to the Property or to any adjoining property

(v) Not without the written consent of TT first obtained to erect or permit to be erected on the Property or any part thereof any outdoor television or radio receiving aerial

(vi) Not to remove from the Property or interfere with any fixture fitting electrical installation or television/radio apparatus or fitting installed fixed or fitted in connection with any television and radio relay service provided by TT or any person authorised by it to dwellings on Thamesmead

(B) (i) To contribute and pay to TT on demand from time to time a fair proportion of all fees expenses and costs of repairing maintaining replacing removing and cleansing (including the fees expenses and costs of TT's employees and agents in connection therewith):

(a) all roads footpaths or access ways sewers drains pipes cables or other apparatus on the estate ("the Estate") shown edged with a thick black line on the accompanying plan ("Plan No. 2") and numbered "2" thereon; and

(b) the landscaped and communal areas on the Estate which are maintained from time to time by TT including the grass trees shrubs plants and other vegetation thereon and equipment used therein or in connection therewith

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such proportion to be agreed between the Transferee and TT or in the case of dispute determined by TT or such qualified person (who may be one of its own officers) as TT may appoint

(ii) To maintain and as often as occasion may require renew the walls and/or fences situate along the boundary/ies of the Property shown marked "T" within the boundary/ies on the plan hereunto annexed

(iii) To contribute and to pay on demand from time to time a fair proportion of all expenses incurred by TT or other owner or owners of adjoining or neighbouring houses in respect of repair maintenance or replacement of the Party Walls and other drains pipes sewers and other apparatus on the Estate the benefit of which is shared with others

4. **PURSUANT** to the provisions of Part V of the Housing Act as applied by the Order the Transferee for the Transferee and the Transferee's successors in title hereby covenants to pay to TT on demand the amount specified in Clause 5 hereof if within a period of three years from the date hereof there is a relevant disposal as defined in Section 159 of the Housing Act which is not an exempted disposal as defined in Section 160 of the Housing Act but if there is more than one such disposal then only on the first of them

5. **THE** amount payable under Clause 4 shall be TWENTY FOUR THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£24,750) but reduced by one-third of that sum for each complete year which elapses after the date hereof and before the disposal

6. **THE** Transferee for the Transferee and the successor in title of the Transferee hereby covenants with TT

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(a) To take from TT a supply of heating and hot water [and bulk gas] at such times and to such standard and temperature as TT shall from time to time determine TT being under no liability whatsoever for the failure of such supply from any cause

(b) To pay TT therefor subject as hereinafter provided according to the scale of charges for the time being in force applicable to tenants of TT in respect of four roomed houses on the said Estate and such other charges therefor as may from time to time be authorised by TT such charges to be paid in advance at such intervals as the Transferee and TT may mutually agree and in default of such agreement monthly in advance on the first day of each calendar month the first proportionate charge to be made from the date hereof to the last day of the present month

(c) Not without the previous consent in writing of TT (which if given shall be subject to such terms and conditions as TT shall think fit) to alter add to disconnect or interfere with any of the circuits installed within the Property or to instal any independent or additional circuit in the Property for heating or for the supply of hot water [and bulk gas]

(d) That the supply of heat hot water [and bulk gas] shall be used for domestic purposes only and confined to the needs of the Transferee's own household

(e) Not to waste or misuse the supply of heat hot water [and bulk gas]

(f) That TT shall be at liberty by their agents or workmen to enter the Property to inspect the heating

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hot water circuits [and bulk gas installations] and to execute any repairs thereto and if necessary to alter renew or remove the ducts-mains and other plant belonging to TT in the Property that is to say all equipment up to and including but not extending beyond the stop valve on the mains supplying the Property subject to

(i) obligations to reinstatement of the Property and to pay compensation for loss or damage and

(ii) except in the case of emergencies the giving of reasonable notice

(g) That works of maintenance and repair in connection with the heating circuits within the Property and which from the date hereof will belong to the Transferee shall be carried out by TT at the cost of the Transferee the cost thereof to be recoverable by TT as a civil debt

(h) That in the event of default in payment by the Transferee of the charge referred to in (b) above and/or of the cost of works of maintenance and repair referred to in (g) above TT may shut off the supply of heat water [and bulk gas] until such payment is made by the Transferee and the cost of such disconnection and reconnection shall be borne by and be recoverable from the Transferee

7. IN the event of disposal of the Property to any person other than TT either by way of sale deed of exchange deed of gift lease or by any other means whatsoever the Transferee will include in the document of Transfer a provision that his successor in title will enter into a deed of covenant in similar terms to the foregoing provisions of clauses 3 [and 6] hereof with TT and that any successor in title will undertake that on any other subsequent transfer of the Property to any person

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other than TT a similar provision and undertaking will be included in the subsequent documents or transfer

8. **WHERE** the Transferee is more than one person the Transferee shall stand possessed of the Property upon trust to sell the same with power and discretion to postpone any such sale and shall stand possessed of the net proceeds of sale after payment of expenses and of the net rents and profits of the premises until sale after payment of rates costs of insurance repairs and other outgoings in trust for the Transferee as joint tenants beneficially and the Transferee declares that the survivor of them can give a valid receipt for capital money arising on a disposition of the Property

9. **TT** hereby applies to the Registrar to enter on the Register a notice of the exceptions and reservations declarations and covenants hereinbefore referred to whether in favour of TT or otherwise

10. **IF** this Transfer is made to or the Property shall hereafter vest in more than one person the expression "the Transferee" shall refer to each and every one of such persons and the covenants by the Transferee herein contained shall be deemed to be made both jointly and severally by such persons

[11. **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)]

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## THE FIRST SCHEDULE

(Rights Granted)

The right for the Transferee:

1. AT all times hereafter by day or night for all purposes connected with the use and enjoyment of the Property as a private residence but not for any other purpose whatsoever to pass and repass with or without vehicles over such of the roads owned by TT on the Estate and on foot only along such of the footpaths owned by TT on the Estate until such roads and footpaths are adopted as highways or public footpaths maintainable at the public expense

2. TO the free passage and running of water soil gas and electricity and other services from and to the Property through over and along the sewers drains culverts channels pipes watercourses gutters mains wires cables ducts flues and soakaways which are now or may hereafter within the Perpetuity Period be laid in upon or under the adjoining and neighbouring parts of the Estate

3. WITH or without workmen and necessary materials after giving reasonable notice of his intention so to do to TT or the owner or occupier of the adjoining parts of the Estate to enter from time to time upon adjoining parts of the Estate for the purpose of inspecting repairing altering improving cleaning or rebuilding any part of the Property and the buildings or other erections erected thereon or the conduits serving the same (insofar as such inspection repair alteration improvement cleaning or rebuilding as aforesaid cannot reasonably be carried out without such entry) and to make good forthwith to the reasonable satisfaction of TT or other owner or occupier

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of such adjoining parts of the Estate any damage arising directly or indirectly out of the exercise of such right

4. TO have the eaves verges and gutters of buildings erected on the Property overhanging the Estate and with or without workmen and necessary materials to enter on the Estate during reasonable hours in the daytime for the purpose of repairing altering improving or renewing such eaves verges and gutters making good forthwith all damage to the reasonable satisfaction of TT or other owner or occupier of the adjoining parts of the Estate arising directly or indirectly out of the exercise of such right

5. TO lateral and subjacent support and protection for the Property by and from adjoining parts of the Estate and any buildings erected on them or to be erected on them during the Perpetuity Period

## THE SECOND SCHEDULE

(hereinbefore referred to)

The right for TT and all persons authorised by it

(a) To retain all wires cables poles brackets fixtures fittings repeater kiosks and other similar equipment in on over along affixed to and/or against the Property for the diffusion of messages broadcast programmes and entertainments (including television programmes) broadcast from any authorised broadcasting station and

(b) To instal place erect fit attach fix use renew inspect repair maintain or remove such wires cables poles brackets fixtures fittings repeater kiosks and other similar equipment together with the right of

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entry on the Property for the purpose of exercising such rights of TT or such other persons as aforesaid making good at their own expense and as soon as reasonably possible all damage occasioned thereby to the reasonable satisfaction of the Transferee

(c) to have the eaves verges and gutters of buildings erected or to be erected on the Estate or on any land now or formerly of TT adjoining adjacent to or neighbouring the Estate or on any part thereof overhanging the Property and to construct and maintain the foundations of any such building in and on the Property and with or without workmen and necessary materials to enter on the Property during reasonble hours in the daytime for the purpose of constructing repairing altering improving or renewing such eaves verges and gutters and such foundations making good all damage thereby occasioned

(d) to erect on or affix to the Property or any building erected thereon such sign or signs as TT or the local highway or other relevant authority shall require and to enter on the Property during reasonable hours in the daytime to erect affix inspect repair or replace such sign or signs making good forthwith all damage thereby occasioned

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THE COMMON SEAL of )
THAMESMEAD TOWN )
was hereunto affixed in )
the presence of: )

Authorised Director

Secretary/~~Authorised Director~~

SIGNED SEALED and DELIVERED )
by the above-named MAUREEN )
LAMBERT in the presence of: )

x Mrs Lambert

x Witness x Mrs A. Wilson

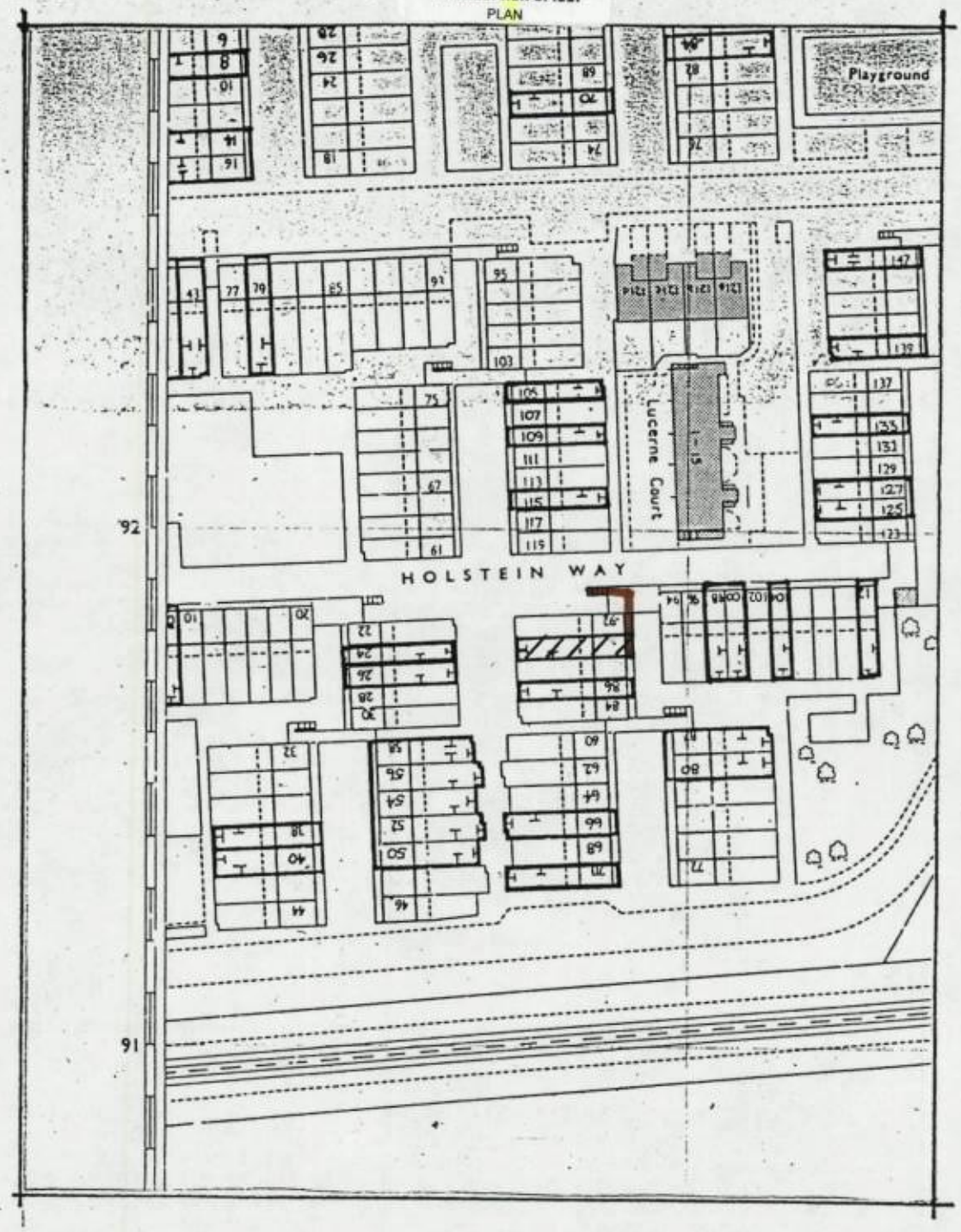
x Witnesses' address x 90, Hanstein Way
THAMESMEAD
Erith Kent DA18 4DL

x Witnesses occup x Project S/Clerk Of Works

0607T

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# LOCATION PLAN 90 HOLSTEIN WAY




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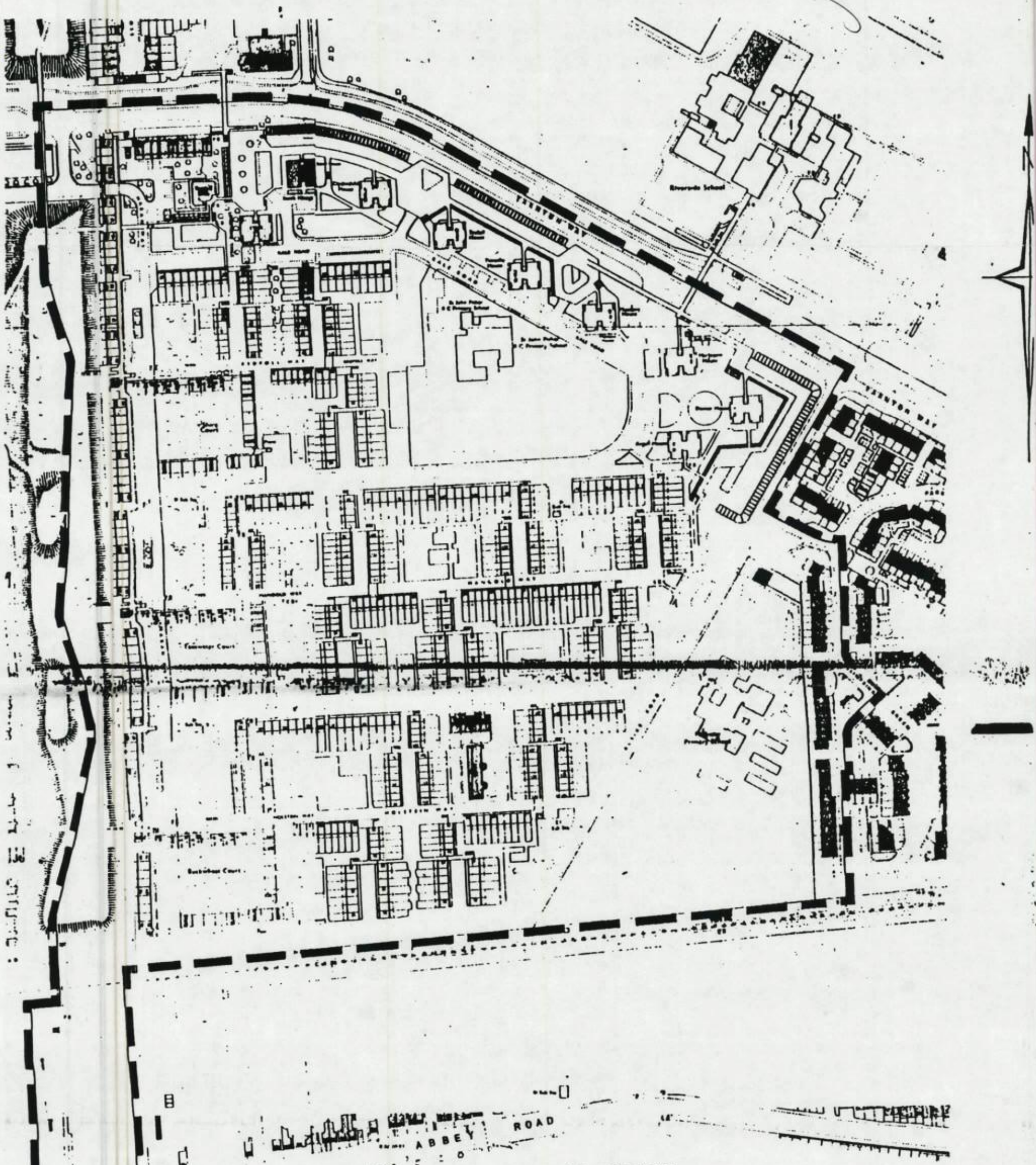
This map is for identification purposes only and should not be relied upon for accuracy.

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|---|---|
| SCALE | 1/1250 |
| DATE | JAN 88 |

COBBS
PORTER COBB & PRALL

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# THAMESMEAD
## Community Area No. 8




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Extent of Community Area No. 8

s
Boundaries based on Thamesmead Community Areas plan, undated,
e 1/7000, supplied by TTL/HK/HS/RTB, Sept. 1987.
Extent of the Community Area shown is based on the
dential Areas and Open Spaces indicated on the Thamesmead
n Street Map (2nd edition), scale 1/7000, dated 1986

LRB Property Services D
Technical Services Support B
Plans/Survey Group

| Ref. PS/TSP/3 Telephone 01-633 3 | | | |
|---|---|---|---|
| Surveyor | Draughtsman | | Checked |
| | PJS | | BW |
| Scale. 1/2500 | | Date. 13 Oct 1 | |

Plan Nº 4879/88

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