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The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 304 Burnt Oak Lane, Sidcup (DA15 8LN).

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2

The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 14 December 1932 referred to in the Charges Register:-

"TOGETHER with a right of way at all times and for all purposes with or without vehicles or animals over and along the piece of land coloured brown on the said plan in common with the Vendor and all others now or at any time hereafter entitled to the like right AND ALSO TOGETHER with the free passage and running of water and soil from the property hereby conveyed through the combined system of drainage laid partly under the adjoining property AND TOGETHER ALSO with the full right for the Purchaser and his successors in title to use the road on which the said piece of land abuts and the sewers under the same in common with the Vendor and his successors in title and all other persons in whom a like right has been or may hereafter be granted ..... SUBJECT to the rights of the owners and occupiers of the adjoining property to the free passage and running of water and soil through the sewers and drains under the premises hereby conveyed ..... EXCEPT AND RESERVING a right of way to the Vendor and all others now or at any time hereafter entitled to the like right in common with the Purchaser and his successors in title at all times and for all purposes with or without vehicles and animals over and along the piece of land tinted green on the said plan".

NOTE: The lands tinted brown and green referred to above are tinted brown and tinted blue respectively on the title plan.

3

The Conveyance dated 14 December 1932 referred to above contains the following provision:-

"PROVIDED that the Purchaser and his successors in title shall not be entitled to any right of access of light or air to buildings erected on the land hereby conveyed which would restrict or interfere with the free user of any other part of the Vendor's said estate for building or any other purpose"

### **B: Proprietorship Register**

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

**Class of Title:** Title absolute

**Entry number**    **Entry date**

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1	2022-05-16	PROPRIETOR:   of 304 Burnt Oak Lane, Sidcup, DA15 8LN.
2	2022-05-16	The price stated to have been paid on 8 April 2022 was £415,000.

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### **C: Charges Register**

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

**Class of Title:** Title absolute

**Entry number**    **Entry date**

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1		A Conveyance of the land in this title dated 14 December 1932 made between (1) Charles Richard Leech (Vendor) and (2) John Jennings (Purchaser) contains covenants details of which
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are set out in the schedule of restrictive covenants hereto.

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2                    2022-05-16            REGISTERED CHARGE dated 8 April 2022.

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3                    2022-05-16            Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

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4                    The following are details of the covenants contained in the Conveyance dated 14 December 1932 referred to in the Charges Register:-

"FOR the benefit of any land of the Vendor for the time being remaining unsold and forming part of the said "Burnt Oak Estate" and so as to bind the property hereby conveyed the Purchaser hereby covenants with the Vendor and his successors in title owner or owners for the time being of the said "Burnt Oak Estate" that the Purchaser and the persons deriving title under him will henceforth at all times hereafter observe and perform the restrictions and stipulations set forth in the said First Schedule PROVIDED that the Purchaser or other the owner or owners for the time being of the property hereby conveyed shall as regards any of the restrictions and stipulations which are restrictive of the user of the land be liable only in respect of the breaches which occur while he or they shall respectively be the owner or owners of the land or of the part thereof in respect of which any breach occurs.

THE FIRST SCHEDULE above referred to

1. The Purchaser shall for ever hereafter at his own expense properly maintain a good and sufficient fence on the side or sides of the property hereby assured marked "T" on the plan drawn hereon in good and substantial repair and

condition.

2. No building or erection shall be set up on the property nearer to the road in front of the property hereby assured or any part thereof than is indicated by the building line marked on the said plan except porches or bay windows without the licence in writing of the Vendor or his successors in title.

3. No trade manufacture or business of any kind shall be carried on upon any part of the property without such licence as aforesaid and the property shall not be used for any inn or tavern or for the sale of beer, wines or spirits. And the Purchaser will not place or allow to be placed any show board placard or brass plate for business purposes on any part of the said property but will except with such licence as aforesaid use and occupy the same as and for a private dwelling-house only.

4. The Purchaser will not make any alteration in or addition to the height sides front back roof walls timbers or elevation of the dwelling-house hereby assured or the yard or garden wall or fences thereof without such licence as aforesaid.

5. The Purchaser will not do or permit to be done any act or thing in or upon the said premises which shall or may be or grow to the annoyance, nuisance, damage or disturbance of the Vendor or his assigns or his or their tenants.

6. The Purchaser will use the garden belonging to the said dwelling-house and premises as a garden only and will not convert the same to any other use whatsoever.

7. Nothing herein contained shall operate to impose any restrictions on the manner in which

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the Vendor or the persons deriving title under him may deal with the whole or any part of the said Estate for the time being remaining unsold or undisposed of'.

NOTE 1: The T marks referred to in Paragraph No' d 1 above affect the North-East and South-East boundaries of the land in this title not including the passageway at the rear

NOTE 2: The building line referred to in Paragraph No' 2 above is the line of existing buildings.