

stry of part of registered title(s)



SEQ154

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: TGL256425
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>19 Spa Road, London, SE16 (but not including the Memorials as hereinafter defined) ^{35A}</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 12 December 2012
5	<p>Transferor:</p> <p>The Mayor and Burgesses of the London Borough of Southwark</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Bath House Lofts Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08198876</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Mill House 8 Mill Street London SE1 2BA</p>

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): FOUR MILLION THREE HUNDRED AND FIFTY THOUSAND POUNDS (£4,350,000.00) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee 10.1 The covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters which would be revealed by searches and enquiries of public records or matters which would be revealed by an inspection or survey of the Property ; and 10.2 The covenant set out in Section 2(1)(b) of the aforesaid Act shall not extend to any action required of the Transferor unless the Transferee pays the Transferor's costs
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions 12.1 Definitions: 12.1.1 'Exempt Disposal' has the meaning given to it in the Agreement dated 24 November 2011 and made between the Transferor (1) and Hollybrook Limited (2) 12.1.2 'the Adjoining Property' means: <ul style="list-style-type: none"> (a) the remainder of the property in title number TGL256425 (b) the properties known as 15 and 17 Spa Road (c) the land and property lying to the north of the property shown edged green on the plan 12.1.3 'service media' means drains gutters pipes wires and cables 12.1.4 'The Memorials' means the two plaques situate in the Property, one being a brass plaque mounted on a wooden board listing the Mayors of Bermondsey

situate on the upstairs landing and the other being a brass plaque mounted on a wooden board listing those on whom the honorary freedom of Bermondsey was bestowed for eminent service which is situate on the main staircase wall

- 12.2 Reference to the 'the Transferor' and the 'the Transferee' shall where the context so admits be deemed to include reference to their successors in title
- 12.3 Reference to the "Property" and the "Adjoining Property" shall be deemed to include reference to all or any part or parts thereof respectively
- 12.4 Words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and vice versa and words importing persons shall include companies and/or corporations and vice versa and where the Transferee consists of two or more persons all covenants and obligations by the Transferee shall be deemed to be entered into by such persons jointly and severally
- 12.5 Rights and easements granted to the Transferee are granted also to those authorised by the Transferee but where applicable in common with the Transferor and all others having the like or similar right
- 12.6 Rights excepted and reserved to the Transferor are excepted and reserved also in favour of the owner or owners for the time being of the Adjoining Property and any part or parts thereof capable of being benefitted and all persons authorised by it or them and where appropriate the statutory undertakers service companies or similar in respect of the services usually provided by them and all other persons having the like or similar right and the Transferee shall if required grant to any statutory undertaker service company or similar such easements as they require in connection with the provision and maintenance of such services.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

13 Rights granted to the Transferee for the benefit of the Property

- (A) The free and uninterrupted passage and running of water soil gas telecommunications and electricity over through and along all service media now or hereafter laid or installed in or under the Adjoining Property to and from the Property with the right for the Transferee, its successors in title tenants or occupiers and their respective agents employees and contractors to enter on the Adjoining Property for the purposes of inspecting repairing cleansing maintaining altering and connecting to the service media now or hereafter laid or installed in or under the Adjoining Property within the period of eighty years from 11 May 2011 as may be necessary or expedient subject to their making good all damage caused by such entry except in so far as such entry may be necessitated by any default of the Transferee
- (B) The full right and liberty at all times hereafter to have the Property supported upheld and maintained

- (C) by the Adjoining Property
The right at any time to build or alter add or extend or redevelop the Property notwithstanding any interference with the access of light or air to the Adjoining Property or any part thereof and provided that this right does not prevent any redevelopment of the Adjoining Property
- (D) The full right and liberty (on reasonable prior notice to the Transferor) at all times hereafter to enter the Adjoining Property (but excluding 15 Spa Road London SE16) with or without workmen in order to carry out works of maintenance repair renewal replacement alteration and redevelopment to any of the building walls fences or other boundary features standing on or within the period of eighty years from 11 May 2011 to be built on the Property provided that the Transferee promptly makes good any damage caused thereby
- (E) Full right and liberty on reasonable prior notice to access the manhole and service media within such manhole situate on the access way lying to the north of the Property in the approximate position shown marked with an 'X' on the plan attached to this transfer in order to inspect maintain repair and connect into the service media lying within the manhole PROVIDED THAT the Transferee promptly makes good to the reasonable satisfaction of the Transferor any damage caused thereby
- (F) A right of way at all times on foot and for cars cycles motor bikes and/or small commercial vehicles for the purposes of access to and egress from the Property only over the accessway lying to the north of the Property shown coloured brown on the Plan

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

14 Rights reserved for the benefit of other land

The following rights over the Property are reserved in favour of the Adjoining Property:

- (A) The free and uninterrupted passage and running of water soil gas telecommunications and electricity over through and along all service media now or hereafter laid or installed in or under the Property to and from the Adjoining Property with the right for the Transferor, its successors in title tenants or occupiers and their respective agents employees and contractors to enter on the Property for the purpose of inspecting repairing cleansing maintaining altering and connecting to the service media now or hereafter laid or installed in or under the Property as may be necessary or expedient subject to their making good all damage caused by such entry except in so far as such entry may be necessitated by any default of the Transferee
- (B) The full right and liberty at all times hereafter to have the Adjoining Property supported upheld and maintained by the Property and soil (if any) included in this transfer
- (C) The right at any time to build or alter add or extend or redevelop the Adjoining Property notwithstanding any interference with the access of light or air to the Property or any part thereof

(D) The full right and liberty at all times hereafter to enter the Property with or without workmen in order to carry out works of maintenance repair renewal replacement alteration and redevelopment to any of the buildings walls fences or other boundary features standing on or to be built on the Adjoining Property

AND the following rights are reserved in favour of the properties situate at 15 and 17 Spa Road London SE16 and each and every part of them:

(E) In favour of the property situate at and known as 17 Spa Road London SE16 the right for the period of two years from the date of this transfer to retain and use the roof and its gutters eaves spouts and drainpipes of the building situate upon 17 Spa Road at the date of this transfer which project into the airspace of the Property for including the right for any rainwater collecting in the eaves drainpipes gutters or conduits to discharge onto the Property and the right for the owner and occupier for the time being of 17 Spa Road and those authorised by it to enter on that part of the Property which adjoins 17 Spa Road and which is not built upon with or without equipment in order to maintain inspect repair remove and replace the aforesaid building PROVIDED THAT reasonable notice of entry is given to the Transferee (save in the case of emergency) and provided further that the person so entering promptly makes good any damage caused by such entry

(F) In favour of the property situate at and known as 15 Spa Road London SE16 the rights and easements granted over the Property to the tenant under the terms of the lease of 15 Spa Road London SE16 dated 26 June 2009 made between the Mayor and Burgesses of the London Borough of Southwark (1) and Rokpa Trust (2) as varied by a Deed of Variation dated 15 October 2009

Include words of covenant.

15 Restrictive covenants by the transferee

The Transferee covenants with the Transferor as follows:

Not to use or permit or suffer to be used that part of the Property for any illegal immoral or improper purpose and not to do or permit or suffer to be done any act or thing in or upon that land or any part of it which may be or grow to be a nuisance or annoyance to the Transferor or any occupiers of the Adjoining Property and to pay all costs charges and expenses of abating any such nuisance annoyance or improper purpose provided that this covenant shall not prevent the redevelopment of the Property.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

16 Restrictive covenants by the transferor

17 Other

17.1 The Transferee hereby acknowledges and declares that:

17.1.1 no right of light or air over or against the Adjoining Property is conferred by this Transfer

17.1.2 Any and all existing rights of light and air benefitting the Property over the remainder of title number TGL 256425 and the Adjoining Property shall be extinguished

17.2 It is declared and agreed that the operation of ss62(1) and (2) Law of Property Act 1925 in relation to this transfer is qualified so as not to include any lights, liberties, privileges, easements, rights and advantages over or in respect of the Adjoining Property. No easement or other such right for the enjoyment of the Property over the Adjoining Property is created otherwise than by express grant in this transfer.

17.3 Except in the case of an Exempt Disposal the Transferee covenants with the Transferor not to dispose any interest in the Property or any part of it without ensuring that the Transferee first enters into a deed of covenant with the Transferor as required by and in the form prescribed in the Agreement dated 24 November 2011 made between the Transferor (1) and Hollybrook Limited (2) and the Transferor and the Transferee hereby apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of the Property in Form L as follows:

"No disposition of the whole of the registered estate by the Proprietor of the registered estate or the proprietor of any registered charge is to be registered without a certificate signed by the London Borough of Southwark or its solicitors or by the solicitors for the time being of the Transferee that either (i) the terms of an Agreement dated 24 November 2011 made between the Mayor and Burgesses of the London Borough of Southwark (1) and Hollybrook Limited (2) have been compiled with; or (ii) that the disposition is an Exempt Disposal as defined in that Agreement".

17.4 The Transferee for itself and on behalf of its successors in title covenants with the Transferor by way of indemnity only to observe and perform the charges covenants agreements restrictions stipulations provisions conditions and encumbrances contained or

referred to in the property and charges register of Title Number TGL256425 in so far as they relate to the Property and in so far as they are subsisting and taking effect and the covenants rights agreements restrictions stipulations provisions conditions and obligations on the part of the landlord contained in the lease of 15 Spa Road London SE16 dated 26 June 2009 made between the Mayor and Burgesses of the London Borough of Southwark (1) and Rokpa Trust (2) as varied by a Deed of Variation dated 15 October 2009 in so far as they affect the Property and will keep the Transferor indemnified against all proceedings costs claims and expenses arising from any failure to do so.

- 17.5 The Memorials are excluded from the transfer of the Property and the property in them and the title to them shall remain in the Transferor and any successor local authority or body
- 17.6 It is agreed between the parties that the Memorials shall remain in situ within the Property (as they form part of the listing of the Property) until such time as the Transferor shall request otherwise having given not less than 20 working days notice in writing to the Transferee
- 17.7 The Transferee covenants with the Transferor in respect of the Memorials as follows:
 - 17.7.1 Not to remove the Memorials from their current location within the Property unless such removal is required because of works necessary to the Property and is
 - 17.7.2 permitted under Town & Country Planning legislation
 - 17.7.3 To use reasonable endeavours to keep them clean and dusted and to protect them from damage
 - 17.7.4 In the event of damage to forthwith inform the Transferor
 - 17.7.5 On any transfer of the Property (or any part thereof which includes those parts of the Property wherein the Memorials are situated) to ensure that the transferee enters into covenants with Transferor with regard to the Memorials in the same form mutatis mutandis as the covenants in this clause 17.7
 - 17.7.6 Subject to the Transferor being responsible for the reasonable costs thereof (if any) to permit the Transferor access to the Memorials (on reasonable prior written notice) in order that it may carry out any necessary repair and maintenance work to them
 - 17.7.7 Subject to the Transferor being responsible for the reasonable costs thereof (if any) to permit the Transferor access to the Memorials (on reasonable prior written notice) for the purpose of inspection of the same or in order to show the same to members of the public PROVIDED THAT such access is limited to no more than 5 times in any calendar year and to no more than 2 members of the public accompanied by an officer of the Transferor at any one time

17.8 The Transferor covenants with the Transferee to make good any damage caused by the Transferee's removal of the Memorials from the Property

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

18 Execution

The Common Seal of **THE
MAYOR AND BURGESSES
OF THE LONDON BOROUGH
OF SOUTHWARK** was hereunto
affixed in the presence of:

Authorised Signatory:



Signed as a deed by
BATH HOUSE LOFTS LIMITED
acting by two directors or
a director and its secretary:

Director

Director/Secretary

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



TITLE.

19 Spa Road, SE16 3SA.



DRAWING No. LBS_2646

DRAWN BY. MMANKTELOW
Property Division

DATE. 8/11/2011

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