

Doc No LS/BWL/32/1/E

DATED 25<sup>th</sup> October 1999

BRITISH RAILWAYS BOARD

- to -

THE SOUTHERN MOTOR GROUP LIMITED

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Duplicate  
CONVEYANCE

- of -

freehold land at  
Lansdowne Road in the  
London Borough of Croydon

\_\_\_\_\_

Ref: T954/RJW/98/290

TERENCE JENNER  
British Railways Board  
Whittles House  
14 Pentonville Road  
London N1 9HF  
Solicitor to the Board

THIS CONVEYANCE dated the Twenty Fifth day of October One thousand nine hundred and ninety-nine is made BETWEEN the BRITISH RAILWAYS BOARD ("the Board") and THE SOUTHERN MOTOR GROUP LIMITED (Company Number 905101) of 22 Lansdowne Road Croydon CR0 2BD ("the Buyer")

1. IN this conveyance :

1.1 the following expressions shall where the context admits bear the following meanings :

1.1.1 "the Plan" means the plan number 3732 attached to this Conveyance

1.1.2 "the Property" means the two pieces of land of the Board at Lansdowne Road in the London Borough of Croydon containing an area of 85 square meters or thereabouts and shown coloured blue on the Plan

1.1.3 "the Buyer's Property" means the piece of land of the Buyer at Lansdowne Road in the London Borough of Croydon containing an area of 95 square meters thereabouts and shown coloured red on the Plan

1.1.4 "the Board's Retained Land" means the retained land of the Board shown edged in green on the Plan

1.1.5 "the Buyer's Retained Land" means the land comprised in a Conveyance by the Board to the Buyer and dated the Eighth day of November One thousand nine hundred and ninety six other than the land comprising the Buyer's Property

1.1.6 "the Demarcation Agreement" means an Agreement dated the First day of March One thousand nine hundred and ninety-six and made between the Board and Railtrack Plc for the purposes of identifying and/or defining the boundaries of



and rights and liabilities of the Property and other adjoining land belonging to the Board and Railtrack respectively

1.1.7 "the Purchase Price" means the sum of One pound (£1.00) together with value added tax (if applicable)

1.1.8 "the Relevant Matters" means :

1.1.81 the matters mentioned in the Demarcation Agreement

1.1.82 all exceptions reservations covenants provisions and other matters (if any) contained or mentioned in the deed specified in the Schedule below

1.1.9 "Accommodation Works Obligations" means any liability of the Board to provide maintain or renew any fencing or other works upon the Property for the accommodation of any adjoining lands arising by reason of the provisions of Section 68 of the Railways Clauses Consolidation Act 1845 or any other statutory provisions to the same or similar effect or by reason of any agreement or covenant made between the Board or their predecessors in title and the seller(s) of all or part of the Property to them

1.2 where the Buyer consists of two or more persons obligations and indemnities undertaken by the Buyer shall be with joint and several liability

2. THE Board acknowledge receipt from the Buyer of the Purchase Price for the Property

3. IN consideration of the transfer of the Buyer's Property to the Board of even date and of the Purchase Price the Board

- 3.1 convey their freehold estate in the Property to the Buyer with full title guarantee limited by the Relevant Matters TO HOLD it in fee simple subject as follows and
- 3.2 grant to the Buyer for the benefit of the Buyer's Retained Land the right in perpetuity at all reasonable times and on at least 48 hours prior written notice to the Board and the occupier of the Board's Retained Land or in case of emergency at any time to enter on such parts of the Board's Retained Land as are necessary and which do not comprise the site or structure of any building for the purposes of repairing, maintaining or renewing the building on the Buyer's Retained Land between the points marked C-D on the Plan Provided that in the exercise of this right as little damage and disturbance as possible shall be caused to the Board and the occupier of the Board's Retained Land and any damage caused to the Board's Retained Land shall be made good.
4. THERE are not included in this conveyance :
  - 4.1 any mines or minerals under the Property or any right of support from any mines or minerals whatsoever
  - 4.2 any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of the Retained Land (whether intended to be retained or to be sold by them)
  - 4.3 any right of access over the Retained Land except as expressly granted by this Conveyance
5. THERE are reserved out of the Property for the benefit of the Board's Retained Land

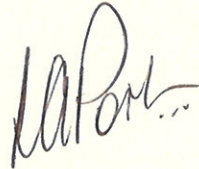
- 5.1 the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or afterwards to be erected on any part of the Board's Retained Land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property and any access of light and air over the Board's Retained Land shall be deemed to be enjoyed by the licence or consent of the Board and not as of right
- 5.2 the right of support from the Property for the Board's Retained Land
- 5.3 the right to have maintain repair cleanse use renew alter and remove any drains pipes wires cables and works on over or under the Property now used for the benefit of the Board's Retained Land
- 5.4 the right with or without workmen and equipment at all reasonable times to enter upon the Property for the purpose of exercising the right reserved by Clause 5.3 above subject to the Board giving reasonable prior written notice to the Buyer (save in the case of emergency) and forthwith making good all damage occasioned to the Property in the exercise of this right of entry
- 5.5 the right with or without workmen and equipment at all reasonable times to enter upon the Property for the purpose of inspecting maintaining repairing renewing altering or removing any fences walls railway banks abutment or retaining walls bridges and other works of the Board on the Board's Retained Land subject to the Board giving reasonable prior written notice to the Buyer (save in the case of emergency) and forthwith making good all damage occasioned to the Property in the exercise of this right of entry

6. THE Buyer :
    - 6.1 indemnifies the Board against any liability for Accommodation Works Obligations
    - 6.2 indemnifies the Board against any liability resulting from the breach or non-observance of the covenants provisions and conditions contained or referred to in the deed mentioned in the Schedule below insofar as they affect the Property and are capable of being enforced
  7. THIS conveyance is subject to and (where applicable) with the benefit of the Relevant Matters
  8. NEITHER the carrying on by the Board of their undertaking on the Board's Retained Land in exercise of their powers and subject to their statutory and common law obligations nor the grant by the Board of any permission properly given to use any railway facilities shall be treated as in derogation of grant by the Board under this Conveyance
  9. IT IS CERTIFIED that the transaction effected by this conveyance does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Sixty thousand pounds (£60,000)
- IN WITNESS of which this conveyance has been duly executed as a deed as dated above

THE SCHEDULE  
Documents mentioned in clause 1.1.3.2 above

<u>Railway Reference</u>	<u>Date</u>	<u>Nature</u>	<u>Parties</u>
7462	2nd July 1851	Conveyance	William Russell and Others (1) The London Brighton and South Coast Railway Company (2)

THE COMMON SEAL of the  
BRITISH RAILWAYS BOARD  
was affixed in the presence of : )  
)  
)



A PERSON AUTHORISED  
BY THE BOARD TO ACT  
INSTEAD OF THE SECRETARY

58652.

THE COMMON SEAL of THE  
SOUTHERN MOTOR GROUP LIMITED  
was affixed in the presence of : )  
)  
)

Director



Secretary

