

Title Number : K629863

This title is dealt with by HM Land Registry, Nottingham Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 15 JUN 2018 at 10:40:34 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: K629863
Address of Property	: 1-20 Marlborough Court and 1-36 Pensand House, South Road, Hythe (CT21 6HH)
Price Stated	: Not Available
Registered Owner(s)	: CHELSEA PORTFOLIO LIMITED (Co. Regn. No. 3168996) of 7 (J) Gloucester Park Apartments, Kensington, London SW7 4LL.
Lender(s)	: Habib Bank Zurich Plc

Title number K629863

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 15 JUN 2018 at 10:40:34. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title.

KENT : SHEPWAY

- 1 (10.07.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1-20 Marlborough Court and 1-36 Pensand House, South Road, Hythe (CT21 6HH).
- 2 A Conveyance of the land in this title dated 29 May 1987 made between (1) Shepway District Council and (2) Kenlee Limited (Purchaser) contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Purchaser and its successors in title shall not by virtue of this deed acquire any right of light or air which would prejudice the free use and enjoyment of light or air had by the purchaser or its successors in title from or over any adjoining land of the Council shall be deemed to be had by the consent (hereby given) of the Council."

B: Proprietorship Register

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

Title absolute

- 1 (03.12.1996) PROPRIETOR: CHELSEA PORTFOLIO LIMITED (Co. Regn. No. 3168996) of 7 (J) Gloucester Park Apartments, Kensington, London SW7 4LL.
- 2 (09.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 September 2015 in favour of Habib Bank Zurich Plc referred to in the Charges Register.

C: Charges Register

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

- 1 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered K678381 in green on the title plan dated 6 October 1989 made between (1) Larchimage (Lympne Industrial Estate) Limited (Vendor) and (2) The South Eastern Electricity Board (Board):-

"TOGETHER with the rights and liberties set out in the First Schedule hereto such of those rights and liberties as relate to electric lines being held by the Board as appurtenant to its undertaking.

THE FIRST SCHEDULE

(Rights Granted)

C: Charges Register continued

(a) Full right and liberty for the Board and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes over and along the brown land and the blue land

(b) Full right and liberty for the Board to open gates or doors installed in the north eastern boundary of the pink land outwards over the brown land.

(c) Full right and liberty for the Board to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter re-lay renew supplement inspect examine test and remove) electric lines under the brown land and the yellow land including (but not so as to limit the generality of the foregoing grant) through the ducts therefore and to break up the respective surfaces thereof so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the adjoining land."

The said Transfer also contains the following covenants by the Vendor:-

(Covenants by the Vendor)

First Part

(a) Forthwith at the Vendor's own expense and to the satisfaction of the Board to lay ducts (complying in all respects with the requirements of the Board) to carry electric lines under those parts of the yellow land which are also hatched black on the plan.

(b) Not to interfere with or obstruct or permit or suffer to be interfered with or obstructed the free flow of air to from and through the ventilators in the doors and in the sub station enclosure in particular

Second Part

The covenants in this part of this Schedule are entered into with the intent and so as to bind the brown land and the yellow land and every part thereof and also all land comprised in the above mentioned Title which is within 1.5 metres of the brown land and/or the yellow land and every part thereof into whosoever hands the same respectively may come and to benefit and protect the rights and liberties hereby granted to the Board

(a) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by the Board in the exercise of the rights and liberties hereby granted or the said ducts

(b) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the brown land and/or the yellow land in such a manner as to render the laying of an electric line thereunder or access to any electric line retained or laid thereunder or access to each end of the said ducts impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that nothing in this present covenant contained shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the brown land and/or the yellow land which forms the site of an intended or existing road or footpath or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties hereby granted

(c) Without prejudice to the generality of paragraph (b) of this part of this Schedule not to erect or permit or suffer to be erected any building or structure (other than such as are shown on the plan and then only provided that the covenant in paragraph (a) of the First Part of this Schedule shall have previously been fully complied with) not to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the brown land and/or the yellow land."

NOTE: The brown, blue and yellow lands referred to are hatched blue,

C: Charges Register continued

tinted blue and hatched brown respectively on the filed plan. The pink land is the land transferred

- 2 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
NOTE: Each Lease is referenced by numbering on supplementary plans numbered 1 and 2 to the filed plan unless otherwise stated in the Schedule of Leases.
- 3 (09.10.2015) REGISTERED CHARGE dated 30 September 2015 affecting also other titles.

NOTE: Charge reference K629863.
- 4 (01.04.2016) Proprietor: HABIB BANK ZURICH PLC (Co. Regn. No. 8864609) of Habib House, 42 Moorgate, London EC2R 6JJ.
- 5 (09.10.2015) The proprietor of the Charge dated 30 September 2015 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

1	30.07.1992 1 (part of) and 2	Third Floor Flat 37 and Parking Space 37	15.05.1992 125 years from 15.5.1992	K717676
2	30.07.1992 3 (part of) and 4	Third Floor Flat 40 and Parking Space 40	15.05.1992 125 years from 15.5.1992	K717677
3	30.07.1992 5 (part of) and 6	Third Floor Flat 42 and Parking Space 42	15.05.1992 125 years from 15.5.1992	K717678
4	30.07.1992 7 (part of) and 8	Third Floor Flat 44 and Parking Space 44	15.05.1992 125 years from 15.5.1992	K717679
5	30.07.1992 7 (part of) and 9	Fourth Floor Flat 52 and Parking Space 52	15.05.1992 125 years from 15.5.1992	K717680
6	30.07.1992 10 (part of) and 11	Ground Floor Flat 1 and Parking Space 1	15.05.1992 125 years from 15.5.1992	K717681
7	30.07.1992 1 (part of) and 12	First Floor Flat 21 and Parking Space 21	15.05.1992 125 years from 15.5.1992	K717682
8	30.07.1992 13 (part of) and 14	First Floor Flat 22 and Parking Space 22	15.05.1992 125 years from 15.5.1992	K717683
9	30.07.1992 15 (part of) and 16	First Floor flat 23 and Parking Space 23	15.05.1992 125 years from 15.5.1992	K717684
10	30.07.1992 3 (part of) and 17	First Floor Flat 24 and Parking Space 24	15.05.1992 125 years from 15.5.1992	K717685
11	30.07.1992 18 (part of) and 19	First Floor Flat 27 and Parking Space 27	15.05.1992 125 years from 15.5.1992	K717686
12	30.07.1992 5 (part of) and 20	First Floor Flat 26 and Parking Space 26	15.05.1992 125 years from 15.5.1992	K717687
13	30.07.1992 21 (part of)	First Floor Flat 19 and Parking Space 19	15.05.1992 125 years from	K717688

Schedule of notices of leases continued

	and 22		15.5.1992	
14	30.07.1992 21 (part of) and 23	Ground Floor Flat 17 and Parking Space 17	15.05.1992 125 years from 15.5.1992	K717689
15	30.07.1992 24 (part of) and 25	First Floor Flat 13 and Parking Space 13	15.05.1992 125 years from 15.5.1992	K717690
16	30.07.1992 24 (part of) and 26	Ground Floor Flat 11 and Parking Space 11	15.05.1992 125 years from 15.5.1992	K717691
17	30.07.1992 27 (part of) and 28	Ground Floor Flat 7 and Parking Space 7	15.05.1992 125 years from 15.5.1992	K717692
18	30.07.1992 10 (part of) and 29	First Floor Flat 3 and Parking Space 3	15.05.1992 125 years from 15.5.1992	K717693
19	30.07.1992 3 (part of) and 30	Second Floor Flat 32 and Parking Space 32	15.05.1992 125 years from 15.5.1992	K717694
20	30.07.1992 15 (part of) and 31	Second Floor Flat 31 and Parking Space 31	15.05.1992 125 years from 15.5.1992	K717695
21	30.07.1992 7 (part of) and 32	First Floor Flat 28 and Parking Space 28	15.05.1992 125 years from 15.5.1992	K717696
22	30.07.1992 1 (part of) and 33	Second Floor Flat 29 and Parking Space 29	15.05.1992 125 years from 15.5.1992	K717697
23	30.07.1992 35 (part of) and 34	First Floor Flat 25 and Parking Space 25	15.05.1992 125 years from 15.5.1992	K717698
24	30.07.1992 7 (part of) and 36	Second Floor Flat 36 and Parking Space 36	15.05.1992 125 years from 15.5.1992	K717699
25	30.07.1992 37 (part of) and 38	Ground Floor Flat 2 and Parking Space 2	15.05.1992 125 years from 15.5.1992	K717700
26	30.07.1992 37 (part of) and 39	First Floor Flat 4 and Parking Space 4	15.05.1992 125 years from 15.5.1992	K717701
27	30.07.1992 40, 41 and 42	Second Floor Flat 5, Parking Space 5 and Parking Space 57	15.05.1992 125 years from 15.5.1992	K717702
28	30.07.1992 43 (part of)	Ground Floor Flat 6	15.05.1992 125 years from 15.5.1992	K717703
29	30.07.1992 44	Parking Space 6	15.05.1992 125 years from 15.5.1992	K717704
30	30.07.1992 46, 47, and 48	Second Floor Flat 10, Parking Space 10 and Parking Space 58	15.05.1992 125 years from 15.5.1992	K717705
31	30.07.1992 49 (part of) and 50	Ground Floor Flat 12 and Parking Space 12	15.05.1992 125 years from 15.5.1992	K717706
32	30.07.1992 49 (part of) and 51	First Floor Flat 14 and Parking Space 14	15.05.1992 125 years from 15.5.1992	K717707

Schedule of notices of leases continued

33	30.07.1992 52, 53 and 54	Second Floor Flat 15, Parking Space 15 and Parking Space 59	15.05.1992 125 years from 15.5.1992	K717708
34	30.07.1992 55 (part of) and 56	Ground Floor Flat 16 and Parking Space 16	15.05.1992 125 years from 15.5.1992	K717709
35	30.07.1992 55 (part of) and 57	First Floor Flat 18 and Parking Space 18	15.05.1992 125 years from 15.5.1992	K717710
36	30.07.1992 58, 59 and 60	Second Floor Flat 20, Parking Space 20 and Parking Space 60	15.05.1992 125 years from 15.5.1992	K717711
37	30.07.1992 1 (part of) and 61	Fourth Floor Flat 45 and parking 45	15.05.1992 125 years from 15.5.1992	K717712
38	30.07.1992 15 (part of) and 62	Third Floor Flat 39 and Parking Space 39	15.05.1992 125 years from 15.5.1992	K717713
39	30.07.1992 13 (part of) and 63	Second Floor Flat and Parking Space 30	15.05.1992 125 years from 15.5.1992	K717714
40	30.07.1992 15 (part of) and 64	Fourth Floor Flat 47 and Parking Space 47	15.05.1992 125 years from 15.5.1992	K717715
41	30.07.1992 5 (part of) and 65	Fourth Floor Flat 50 and Parking Space 50	15.05.1992 125 years from 15.5.1992	K717716
42	30.07.1992 3 (part of) and 66	Fourth Floor Flat 48 and Parking Space 48	15.05.1992 125 years from 15.5.1992	K717717
43	30.07.1992 5 (part of) and 67	Second Floor Flat 34 and Parking Space 34	15.05.1992 125 years from 15.5.1992	K717718
44	15.10.1993 27 (part of) and 68	First Floor Flat 9 Marlborough Court and Parking Space 9	29.06.1993 125 years from 15.5.1992	K731820

End of register