

Title Number : K832774

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 11 NOV 2021 at 12:54:14 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	: K832774
Address of Property	: Land at Newtown Works, Ashford
Price Stated	: Not Available
Registered Owner(s)	: QUINN ESTATES NEWTOWN WORKS LIMITED (Co. Regn. No. 11619756) of The Cow Shed, Highland Court Farm, Bridge, Canterbury CT4 5HW.
Lender(s)	: Alexandr Prisyazhnyuk U And I Finance Plc PP Property Finance Bridging Limited

Title number K832774

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 11 NOV 2021 at 12:54:14. 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 : ASHFORD

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Newtown Works, Ashford.
- 2 (09.12.1994) The Transfer scheme dated 9 May 1994 of British Railways Board in favour of European Passenger Services Limited contains the following provision:-

"Wherever Land of the Board is to be in part transferred to EPS by this Transfer Scheme and in part retained by the Board then, save as expressed in any agreement or instrument which is to be entered into between the Board and EPS pursuant to Clause 14, no easement, servitude or other real rights, burdens or conditions, liability, right, advantage or privilege of whatsoever kind shall by virtue of this Transfer Scheme be treated as having been granted or reserved to the Board or EPS in respect of any part or parts of such Land whether under the provisions of section 62 of the Law of Property Act 1925 or under the rule of law known as the rule in Wheeldon v Burrows or otherwise howsoever."
- 3 (06.01.2000) There are excluded from this registration the mines and minerals excepted by the Demarcation Agreement dated 7 May 1996 referred to in the Charges Register.
- 4 (06.01.2000) The Demarcation Agreement dated 7 May 1996 referred to above contains a provision as to light or air.
- 5 The Transfer dated 7 May 1996 referred to in the Charges Register is expressed to grant the following rights:-

"together with the Rights which may be exercised by the Transferee or anyone authorised by the Transferee to exercise the same.

Rights: the rights set out in the Second Schedule to this Transfer

THE SECOND SCHEDULE

1. The right to use the sewer shown by a yellow line on the attached plan for the Transmission of surface water from such part or parts of the Property as the same may serve or be capable of serving and whether the Property is in its current state and condition or as it may be used or developed for any purpose or purposes from time to time to include the right to make connections to the same at such point or points as shall be required by the Transferee

2. The right of access on to such parts of the Retained Land or such other land owned by the Transferor as may be required for the inspection maintenance repair renewal and replacement of the sewer referred to in paragraph 1 above such right being a right capable of exercise with or without vehicles and equipment."

NOTE: Copy plan filed.

- 6 (12.06.2003) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 7 (12.06.2003) The land has the benefit of the following rights reserved

A: Property Register continued

by a Transfer of the land edged and numbered K856325 in green on the filed plan dated 9 June 2003 made between (1) Kier Property Developments Limited and (2) Ashford Borough Council:-

"13.2 Exceptions

The Exceptions are reserved out of the Property for the benefit of each and every part of the Retained Land

Schedule

Exceptions and Reservations

1. The right to the free and uninterrupted passage and running of any Services to and from the Retained Land through all the Service Media which may now or in the future during the Perpetuity Period be laid in or under or over the Property by the Transferor and its successors in title
2. All requisite rights of entry upon the Property upon giving reasonable notice (but without notice in the case of emergency) for the purposes of laying renewing or making connections to and repairing and maintaining the connections to the Service Media PROVIDED THAT
 - 2.1 in the exercise of such rights the Transferor shall cause as little inconvenience and damage as possible and shall make good any damage so caused as soon as practicable; and
 - 2.2 the Transferor shall obtain the approval of the Transferee to the design and specification of the Service Media (such approval not to be unreasonably withheld)
3. Any easement or right of light air or support or other easement or right that would restrict or interfere with the free use by the Transferor (or its successors in title) or any person deriving title under it for building or any other purpose on the Retained Land (whether intended to be retained or sold)
4. The right at any time to erect or suffer to be erected any buildings or other structures and to alter any building or other structure now standing or afterwards to be erected on any part of the Retained Land and in such a manner as to obstruct or interfere with the passage of light or air to any part of the Property and any access of light and air over the Retained Land shall be deemed to be enjoyed by the licence and consent of the Transferor and not as of right"

The Transfer contains the following definitions:-

"13.1 Definitions and Interpretation

In this Transfer

13.1.1 "Exceptions" means the exceptions and reservations to the Transferor set out in the Schedule to this Transfer

13.1.2 "Perpetuity Period" means the period of 80 years from the date of this Transfer

13.1.3 "Plan" means the Plan annexed to this Transfer

13.1.4 "Property" means the land edged red on the Plan

13.1.5 "Retained Land" means the land and buildings known as the Old Railway Works Newton Road Ashford Kent TN24 0PN being that part of the land comprised in title number K832774 not comprised in the Property

13.1.6 "Service Media" means the sewers drains watercourses wires cables and other conducting media

13.1.7 "Services" means the services of water and soil gas and electricity and other services"

A: Property Register continued

NOTE: The Property referred to above is the land in title K856325.

- 8 (07.12.2010) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered K975349 in green on the title plan dated 19 November 2010 made between (1) Kier Property Developments Limited and (2) Network Rail Infrastructure Limited .

NOTE: Copy filed under K975349.

- 9 (30.12.2013) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 12 December 2013 referred to in the Charges Register.
- 10 (25.07.2016) The land has the benefit of any legal easements rights reserved by but is subject to any rights granted by the Transfer dated 21 July 2016 referred to in the Charges Register.

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 (11.01.2019) PROPRIETOR: QUINN ESTATES NEWTOWN WORKS LIMITED (Co. Regn. No. 11619756) of The Cow Shed, Highland Court Farm, Bridge, Canterbury CT4 5HW.
- 2 (30.12.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of Paragraph 18(c) of the transfer dated 12 December 2013 referred to in the Charges Register have been complied with or that they do not apply to the disposition.
- 3 (25.07.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of Paragraph 18(c) of the transfer dated 21 July 2016 referred to in the Charges Register have been complied with or that they do not apply to the disposition.
- 4 (11.01.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 6.1 of the fourth schedule of an Agreement for Sale dated 6 December 2018 made between (1) Kier Property Developments Limited (2) Quinn Estates Newton Works Limited and (3) Quinn Investments Limited have been complied with or that they do not apply to the disposition.
- 5 (11.01.2019) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 6 (11.01.2019) A Deed of Covenant dated 20 December 2018 made between (1) Quinn Estates Newton Works Limited and (2) Town and Country Housing Group contains purchaser's personal covenants.

NOTE: Copy filed.

- 7 (11.01.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 20 December 2018 in favour of Alexandr Prisyazhnyuk referred to in the Charges

B: Proprietorship Register continued

Register or their conveyancer.

- 8 (11.01.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 20 December 2018 in favour of U And I Finance Plc referred to in the Charges Register or their conveyancer or written confirmation from such proprietor or conveyancer that such disposition is permitted under the terms of the charge.
- 9 (04.01.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 20 October 2020 in favour of PP Property Finance Bridging Limited referred to in the Charges Register.

C: Charges Register

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

- 1 (09.12.1994) By a Conveyance dated 4 April 1846 made between (1) The Right Honourable Henry Earl of Thanet (2) The Right Honourable Elizabeth Tufton and (3) The South Eastern Railway Company the land edged and numbered 1 in blue on the filed plan and other land was conveyed subject as follows:-

"Free from all former and other gifts grants bargains sales jointures dowers mortgages rents settlements executions extents estates titles liens charges and incumbrances whatsoever had made done committed permitted or suffered by me the said Henry Earl of Thanet or by any of my said Ancestors kindred or Testators my predecessors in title or any person or persons claiming by from through under or in trust for me him them or any of them (except the several rent charges in lieu of tithes which have been apportioned on the said several pieces or parcels of land hereby conveyed or intended so to be jointly and together with other parts of the said farm called East Stour Farm a fair proportion of which rent charges it is hereby agreed shall be apportioned on the said hereditaments and premises hereby conveyed and be henceforth charged on and paid by the said Company and their successors and assigns for and in respect of the same premises)"

NOTE: No further particulars of the rent charges were provided on first registration.

- 2 (09.12.1994) The land is subject to the provisions of an Agreement dated 21 September 1983 made between (1) British Railways Board and (2) British Rail Engineering Limited so far as they subsist and affect the land edged and numbered 2 in blue on the filed plan.

NOTE: Copy filed under K585118.

- 3 (06.01.2000) A Demarcation Agreement dated 7 May 1996 made between (1) European Passenger Services Limited and (2) Railtrack PLC contains restrictive covenants.

NOTE: Copy filed under K745424.

- 4 (06.01.2000) The land is subject to the rights granted by the Demarcation Agreement dated 7 May 1996 referred to above.
- 5 (21.11.2001) The land is subject to the following rights reserved by a Transfer which includes the land in this title dated 7 May 1996 made between (1) European Passenger Services Limited (Transferor) and (2) John Laing Developments Limited (Transferee):-

"EXCEPTIONS

C: Charges Register continued

There are not included in this Transfer:

3.1 any easement or right of light or air or support or other easement or right which would restrict or interfere with the free use by the Transferor (or their successors) or any person deriving title under them for building or any other purpose on the Retained Land (whether intended to be retained or to be sold by them)

3.2 any rights over the Retained Land except as herein expressly granted

RESERVATIONS

There are reserved out of the Property for the benefit of the Retained Land

4.1 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 their adjoining 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 Retained Land shall be deemed to be enjoyed by the licence or consent of the Transferor and not as of right

4.2 the right of support from the Property for the Retained Land

4.3 Subject to Clause 6 the right with or without workmen and equipment at all reasonable times after giving reasonable prior notice in writing (save in an emergency) to enter upon the Property for the purpose of inspecting maintaining repairing renewing altering or removing any fences walls and other works of the Transferor on the Retained Land but only where such inspection maintenance repair renewal alteration or removal cannot reasonably be carried out without such entry

4.4 Subject to Clause 6 a right of way with or without vehicles at all times and for all purposes over and along that part of the Property shown hatched brown together with the right at any time during the period of 80 years from the date of this Transfer (such being the perpetuity period applicable to this Transfer) to install any conducting media in such land subject to the Transferee approving the location design and depth of such conducting media and subject also to the right for the Transferee to connect into the same subject to sufficient surplus capacity being available and subject to the Transferee paying a fair share according to user of the proper costs of the Transferor in maintaining repairing and renewing the conducting media to which connection is made

4.5 Subject to Clause 6 a right to enter onto the Property for the purpose of inspecting maintaining repairing renewing altering or removing the building shown cross hatched green on the plan annexed hereto."

Clause 6 referred to is as follows:-

"6. TRANSFEROR'S COVENANTS

6.1 The Transferor covenants with the Transferee and its successors in title to the Property and each and every part of it that in the exercise of the rights reserved by Clauses 4.3 and 4.4 it will cause as little inconvenience and damage as possible and will make good as soon as reasonably practicable all damage caused to the Property in the exercise of such rights to the reasonable satisfaction of the Transferee

6.2 The Transferor warrants to the Transferee that neither it nor its statutory predecessors in title have so far as any mines and minerals in the Property were acquired by them disposed of any of them nor granted any right to any party to work or remove the same

6.3 The Transferor covenants with the Transferee that it shall not work or remove the mines and minerals in the Property and shall not

C: Charges Register continued

dispose of the right to do so to any other party nor authorise any party to work or remove the same."

NOTE: The land hatched brown referred to above is tinted pink on the filed plan and the building cross hatched green referred to above is edged and numbered 3 in blue on the filed plan.

6 (21.11.2001) By the Transfer dated 7 May 1996 referred to above the land was conveyed subject as follows:-

"This Transfer is subject tothe Relevant Matters

Relevant Matters:

.....
..

the rights of the relevant electricity undertakers in their cables and apparatus at the Property."

NOTE: The Property referred to above includes the land in this title.

7 (31.01.2007) The parts of the land affected thereby are subject to the rights granted by a Transfer of the land edged and numbered K916489 in green on the title plan dated 26 January 2007 made between (1) Kier Property Developments Limited (2) CTRL (UK) Limited and (3) The Secretary of State for Transport.

NOTE: Copy filed under K916489.

8 (30.11.2010) A Deed of Variation dated 19 November 2010 made between (1) Kier Property Developments and (2) Network Rail Infrastructure Limited supplemental to the Demarcation Agreement dated 7 May 1996 referred to above.

NOTE: Copy filed under K585118.

9 (30.12.2013) A Transfer which included the land edged and numbered TT20894 in green on the title plan dated 12 December 2013 made between (1) Kier Property Developments Limited and (2) Town and Country Housing Group contains restrictive covenants by the the transferor.

NOTE: Copy filed under TT20894.

10 (25.07.2016) A Transfer of the land edged and numbered TT53283 in green on the title plan dated 21 July 2016 made between (1) Kier Property Developments Limited and (2) Town and Country Housing Group contains restrictive covenants by the the transferor.

NOTE: Copy filed under TT53283.

11 (11.01.2019) REGISTERED CHARGE dated 20 December 2018.

NOTE: See the entry below altering the priority of this charge.

12 (11.01.2019) Proprietor: ALEXANDR PRISYAZHNYUK of The Halt, Tyler Hill Road, Tyler Hill, Canterbury CT2 9LU.

13 (11.01.2019) REGISTERED CHARGE dated 20 December 2018.

NOTE: See the entry below altering the priority of this charge.

14 (11.01.2019) Proprietor: U AND I FINANCE PLC (Co. Regn. No. 06325803) of 7a Howick Place, London SW1P 1DZ.

15 (04.01.2021) REGISTERED CHARGE dated 20 October 2020 affecting also title TT90570.

NOTE: See the entry below altering the priority of this charge.

16 (04.01.2021) Proprietor: PP Property Finance Bridging Limited (Co. Regn. No. 10609498) of Cunard House, 9 Berkeley Street, London W1J 8DW.

17 (04.01.2021) The proprietor of the Charge dated 20 October 2020 referred to above is under an obligation to make further advances.

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C: Charges Register continued

These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

18 (04.01.2021) The priorities of the charges dated 20 October 2020 and 20 December 2018 in favour of Alexandr Prisyazhnyuk and in favour of U AND I Finance Plc referred to above have been altered by a deed dated 20 October 2020.

End of register