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# Official copy of register of title

Title number SH10925

Edition date 13.10.2015

- This official copy shows the entries on the register of title on 05 OCT 2020 at 16:09:50.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 05 Oct 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

## A: Property Register

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

HAMPSHIRE : HAVANT

- 1 (07.02.1995) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 310A, 310B London Road, Waterlooville (PO7 7DU).

NOTE: As to the part tinted blue on the title plan only the Fire Escape leading from the First Floor is included in the title.

- 2 (07.02.1995) The Deed of Grant dated 4 January 1972 referred to in the Charges Register contains a provision as to boundary structures.
- 3 (22.03.2002) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 26 February 2002 referred to in the Charges Register.
- 4 (13.10.2010) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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 (01.07.2013) PROPRIETOR: CHARTERHOUSE PROJECTS LLP (LLP Regn. No. OC378247) of 5 Balfour Place, Mount Street, London W1K 2AU.
- 2 (22.03.2002) RESTRICTION: Except under an order of the registrar no transfer or lease by the proprietor of the land is to be registered unless a certificate signed by a solicitor or licensed conveyancer has been furnished that clause 3.5 of the Transfer dated 26 February 2002 referred to in the Charges Register has been complied with.
- 3 (01.07.2013) The price stated to have been paid on 28 September 2012 was £550,000 plus VAT.
- 4 (01.07.2013) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register

## B: Proprietorship Register continued

and of indemnity in respect thereof.

- 5 (13.10.2015) 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 16 September 2015 in favour of Lucille Lanette De Savary referred to in the Charges Register.

## C: Charges Register

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

- 1 (07.02.1995) The land is subject to the rights granted by a Deed of Grant dated 4 January 1972 made between (1) Enid Alice Gauntlett and others and (2) Hampshire County Council.

*NOTE: Original filed under HP495948.*

- 2 (15.04.1996) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 13 March 1996 made between (1) Southern Electric PLC (Company) (2) Hailgrange Limited (Grantor) and (3) Bristol and West Building Society (Mortgagee):-

"In this Agreement the following definitions shall have the following meanings:-

"Arbitration" the decision of an independent person to be agreed upon by the parties or in the event of a failure to agree to be appointed upon the written request of either the Grantor or the Company by or on behalf of the President for the time being of the Institute of Arbitrators (or his deputy or nominee) and such independent person shall act as an arbitrator in accordance with the provisions of the Arbitration Acts 1950-1979

"Cable(s)" any electricity cable for the transmission and distribution of electricity

"Perpetuity Period" a period of twenty one years from the date of this Agreement

"Sub-Station" the electricity sub-station conveyed to the Company (then known as the Southern Electric Board) pursuant to the Conveyance as the same is shown for identification purposes only edged blue on the Plan

The Grantor hereby grants to the Company for the benefit of the Sub-Station and so as to bind the Property and each and every part thereof the New Rights

(the New Rights)

1. The right to retain the Cables in the positions shown coloured green, green hatched black and green cross hatched black on the Plan and the right to enter (upon prior reasonable notice in writing (save in the case of emergency) on such part or parts of the Property as shall be reasonably necessary in order to enable the Company to inspect maintain repair renew lay or relay any Cables provided always that the Company shall forthwith make good any damage caused to the Property in the exercise of this right to the reasonable satisfaction of the Grantor and the Company shall in exercising such right cause as little inconvenience and disruption to the Grantor and the occupiers for the time being of the Property as is reasonably possible

2. The free and uninterrupted right of passage of electricity supplies through the Cables PROVIDED that the Grantor shall have the right at any time during the Perpetuity Period to serve notice in writing upon the Company requiring the Company to vary the route of any Cables and (insofar as the Cables cannot be diverted outside the Property and subject to the Company's agreement to the revised route of the Cables (such agreement not to be unreasonably withheld or delayed) and upon completion of works necessary to carry out any such diversion ("the Diversion Works") the Rights granted in this Schedule shall

## C: Charges Register continued

automatically attach to the Cable or Cables in their new position and the Rights granted by this Schedule in respect of the route of the Cable or Cables in their former position shall automatically be determined and extinguished PROVIDED FURTHER that if the Grantor shall request a diversion of the route of such Cables and SUBJECT TO the Grantor reimbursing the Company in respect of the reasonable and proper costs incurred by the Company in carrying out the Diversion Works the following provisions shall have effect:-

2.1 the Grantor shall grant to the Company a licence without fee to enter upon such part of the Property as is necessary in order for the Company to carry out the Diversion Works

2.2 the Company shall as soon as reasonably practicable after receipt of notice from the Grantor commence the removal (insofar as is necessary) of the Cables from their former position or otherwise render such Cables situated in their former position dead

2.3 (insofar as shall be necessary and in positions as shall have been previously agreed between the parties or otherwise determined) to commence as soon as is reasonably practicable the Diversion Works in such position as shall have been agreed by the Company (such agreement not to be unreasonably withheld) provided that if there shall be a dispute as to the position of such alternative route of the Cables either party may refer the matter to Arbitration) and bring the same into use as soon as reasonably possible thereafter

2.4 for the avoidance of doubt the Company in carrying out the Diversion Works shall not be obliged to do anything which shall prejudice the continuity of an electricity supply to the Company existing consumers

2.5 the Company shall cause as little inconvenience and disruption to the owners and occupiers for the time being of the Property and each and every part thereof in carrying out the Diversion Works pursuant to the provisions of this proviso

2.6 to indemnify and keep indemnified the Grantor in relation to all costs claims demands actions and any other liabilities incurred by the Grantor as a result of the Company carrying out the Diversion Works except insofar as and to extent that any such liabilities have been occasioned by any wrongful act or neglect on the part of the Grantor or any servant or agent thereof acting within the scope of his employment

2.7 upon completion of the Diversion Works to forthwith make good to the reasonable satisfaction of the Grantor any damage caused thereby to the Property and each and every part thereof"

The said Deed also contains the following covenants by the grantor:-

"The Grantor with intent to bind the Property into whosoever hands the same may come and for the benefit and protection of the Company's statutory electricity undertaking and the Cables HEREBY COVENANTS with the Company to observe the Covenants

(The Covenants)

that the Grantor and those deriving title under it will not at any time hereafter save with the prior written consent of the Company which consent shall not be unreasonably withheld or delayed

(a) erect or construct any building wall fence or structure or plant any tree or deeprooted shrub over in or on the Cables either in their existing or in their diverted position or

(b) do or suffer to be done anything whereby the cover of soil over or the support of the Cables shall be altered or which may interfere with or prevent the free access to the Cables by the Company or render access to them more difficult or expensive or which may cause them damage"

NOTE: The property referred to includes the land in this title. The cables coloured green referred to are hatched blue on the title plan so far as they affect the land in this title and the cables coloured green

## C: Charges Register continued

hatched black and green cross hatched black referred to do not affect the land in this title. The substation edged blue referred to is tinted yellow on the title plan.

- 3 (22.03.2002) A Transfer of the land in this title dated 26 February 2002 made between (1) Sparkcharge Limited and Bidlock Limited and (2) London and City Retail Limited contains restrictive covenants.

*NOTE: Original filed.*

- 4 (13.10.2015) REGISTERED CHARGE dated 16 September 2015 affecting also title BK459596.
- 5 (13.10.2015) Proprietor: LUCILLE LANETTE DE SAVARY of Manor Hall, Chedworth Road, Withington, Cheltenham GL54 4BN.

End of register