



Official copy of register of title

Title number HP123436

Edition date 28.02.2022

- This official copy shows the entries on the register of title on 10 May 2022 at 13:00:00.
- 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 10 May 2022.
- 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 : NEW FOREST

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Shingle Bank Drive, Milford On Sea, Lymington.
- 2 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land tinted brown and tinted mauve on the filed plan dated 14 October 1977 made between (1) McCarthy & Stone (Developments) Limited (Transferor) and (2) Priordrive Limited (Purchasers):-

THE FIRST SCHEDULE before referred to
(Rights Granted)

(a) A right of way at all times in common with the Transferor and all others now or hereafter entitled to the like right with or without horses carts carriages motor cycles motor cars and other like vehicles over all other roads now constructed or to be constructed within twenty-one years from the date hereof on the Transferors adjoining land to the north west west and south west of the land hereby transferred and on foot only over and along all public pathways constructed thereon.

(b) The right (so far as the Transferor can grant the same and in common with all others now or hereinafter entitled to the like right) of free drainage and the passage and running of water soil gas electricity and other services and matters to or from the land hereby transferred in and through the drains pipes wires cables meters conduits tanks and other apparatus (as appropriate) now constructed or to be constructed within twenty-one years from the date hereof and lying in through over or under the adjoining and neighbouring land of the Transferor by means of which drainage and communication is designed to be had with the main drains and supplies of the right to enter upon the said adjoining and neighbouring land at all reasonable times for the purpose of inspecting the state and condition of the said drains pipes wires cables meters conduits tanks and other apparatus and repairing maintaining and replacing the same where necessary (those whereof are enjoyed by the Transferee in common with the owner or owners for the time being of the said adjoining or neighbouring land being so repaired at the joint expense of the Transferee and the owner

A: Property Register continued

or owners for the time being of the said adjoining or neighbouring land in fair proportions in case of dispute to be settled by the Transferors Surveyors acting in their professional capacity whose decision shall be final and binding upon the Transferee) but making good any damage done in the exercise of such right.

THE SECOND SCHEDULE before referred to:-
(Rights Reserved)

To the Transferor and its successors the owner or owners for the time being of the said adjoining or neighbouring land:-

(a) The right of free drainage and the passage and running of water soil gas electricity and other services and matters to and from the said adjoining and neighbouring land through and along the drains pipes wires cables meters conduits tanks and other apparatus (as appropriate) now constructed or to be constructed within twenty-one years from the date hereof in through over or under the said land hereby transferred and the right to enter upon the said land hereby transferred at all reasonable times for the purpose of laying or installing such drains pipes wires cables meters conduits tanks and other apparatus as the Transferor shall deem necessary or require and for the purpose of inspecting the state and condition thereof and repairing maintaining and replacing the same where necessary (those whereof are enjoyed in common as aforesaid being repaired maintained and replaced as aforesaid) but making good any damage done in the exercise of such right.

(b) A right of way with or without vehicles in common with all others now entitled or to be granted the like right over and along all roads now constructed or to be constructed within twenty-one years from the date hereof on the land hereby transferred and on foot only over and along all public pathways constructed thereon.

TOGETHER WITH the rights set out in the First Schedule hereto but except and reserved thereout unto the Transferor for the benefit of the Transferors adjoining land to the north west west and south west of the land hereby transferred and for the benefit of the Transferors land edged yellow on the plan annexed hereto the rights set out in the Second Schedule hereto."

NOTE: The land transferred referred to is that tinted brown and tinted mauve on the filed plan.

3 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

4 The land has the benefit of the following rights reserved by the Transfer dated 24 April 1978 referred to in the Charges Register:-

EXCEPT AND RESERVING unto the Transferor in fee simple for the benefit of its adjoining property known as Westover Cottage full and free right and liberty at all times hereafter and for all purposes connected with the present and every future use of the said property of the Transferor to go pass and repass with or without vehicles along the road way or drive included in the property hereby transferred and hatched red on the said plan annexed hereto SUBJECT to the Transferor or its successors in title contributing towards the up-keep and maintenance of the same ALSO EXCEPT AND RESERVING unto the Transferor and its successors the owner or owners for the time being of its adjoining or neighbouring land the right of free drainage and the passage and running of water soil gas electricity and other services and matters to and from the said adjoining and neighbouring land through and along the drains pipes wires cables meters conduits tanks and other apparatus (as appropriate) now constructed or to be constructed within twenty-one (21) years from the date hereof in through over or under the said property hereby transferred and the right to enter upon the said property at all reasonable times for the purpose of laying or installing such drains pipes wires cables meters conduits tanks and other apparatus as the Transferor shall deem necessary or require and for the purpose of inspecting the state and condition thereof and repairing maintaining and replacing the same where necessary (those

A: Property Register continued

whereof are enjoyed in common as aforesaid being repaired maintained and replaced as aforesaid) but making good any damage done in the exercise of such right.

NOTE: The roadway or drive hatched red referred to is the part of the roadway shown on the plan included in the said land edged and numbered HP130086 in green.

- 5 The land has the benefit of the following rights reserved by the Transfer dated 20 July 1979 referred to in the Charges Register:-

"subject to the matters specified in the Second Schedule hereto and EXCEPT AND RESERVING the easements and other rights specified in the Third Schedule hereto.

THE SECOND SCHEDULE

A) The rights of the Lessors and the Lessees (and all persons authorised by them) of the property known as Needles Point to the south of the land hereby transferred (being the land coloured brown and yellow and mauve and hatched blue on the filed plan of title number HP123436) to use for pedestrian purposes only the footpaths on the land hereby transferred.

B) The rights of the Lessors and Lessees (and all persons authorised by them) of the property known as Needles Point aforesaid to enter into and upon the land hereby transferred for the purpose of repairing and maintaining and carrying out alterations and other building works to those properties on Needles Point adjoining the land hereby transferred to persons exercising such right causing as little disturbance and making good any damage caused.

C) The rights of the lessors and lessees of those properties on Needles Point aforesaid adjoining the land hereby transferred of support and eavesdrop.

THE THIRD SCHEDULE

A) A right of way over the roadway hatched brown on the said plan but only until such time as the land edged green on the said plan is transferred to the Purchaser.

B) A right of access but only until time as the land edged green on the said plan is transferred to the Purchaser for the purpose of erecting dwellinghouses or other constructions on the land edged green on the said plan together with such rights of eavesdrop and support (including the right to construct the foundations and eaves protruding into the land hereby transferred) as may be necessary in the erection of such dwelling-houses or other construction.

C) The right of free drainage and the passage and running of water soil gas electricity and other services and matters to and from the adjoining and neighbouring land comprised in title number HP123436 retained by the Vendor through and along the drains pipes wires cables meters conduits tanks and other apparatus (as appropriate) now constructed or to be constructed within 21 years from the date hereof in through over or under the said land hereby transferred and the right to enter upon the said land hereby transferred at all reasonable times for the purpose of laying or installing such drains pipes wires cables meters conduits tanks and other apparatus as the Vendor shall deem necessary or require and for the purpose of inspecting the state and condition thereof and repairing maintaining and replacing the same where necessary (those whereof are enjoyed in common as aforesaid being repaired maintained and replaced as aforesaid) but making good any damage done in the exercise of such right.

D) A right of access with or without vehicles over such route as the Purchaser may reasonably designate on the land hereby transferred for the purpose of erecting a dwellinghouse on the land in the north east of Needles Point aforesaid intended to be known as Plot 8 Needles Point the Vendor making good any damage done in the exercise of such right PROVIDED HOWEVER that such right shall only be exercised before or at the same time as the Purchaser commences building operations on the

A: Property Register continued

adjoining land TOGETHER WITH such rights of eavesdrop and support (including the right to construct eaves and foundations protruding onto the land hereby transferred) as may be necessary in the construction of such dwellinghouse.

E) A pedestrian right of way for the Vendor and its Lessees of the flats to be constructed on land retained by it on the north west of the land hereby transferred over and along the footpath to be constructed by the Purchaser on the land hatched black on the said plan."

NOTE: The land hatched brown edged green and hatched black referred to is hatched yellow, hatched brown and hatched mauve on the filed plan respectively.

6 The land has the benefit of the following rights reserved by the Transfer dated 18 July 1980 referred to in the Charges Register:-

"subject to the matters specified in the Second Schedule hereto and EXCEPT AND RESERVING the easements and other rights specified in the Third Schedule hereto

THE SECOND SCHEDULE

A) The rights of the Lessors and the Lessees (and all persons authorised by them) of the property known as Needles Point to the south of the land hereby transferred (being the land coloured brown yellow and mauve and hatched blue on the filed plan of Title Number HP123436 to use for pedestrian purposes only the footpaths on the land hereby transferred.

THE THIRD SCHEDULE

A) The right of free drainage and the passage and running of water soil gas electricity and other services and matters to and from the adjoining and neighbouring land comprised in Title Number HP123436 retained by the Vendor through and along the drains pipes wires cables meters conduits tanks and other apparatus (as appropriate) now constructed or to be constructed within 21 years from the date hereof in through over or under the said land hereby transferred and the right to enter upon the said land hereby transferred at all reasonable times for the purpose of laying or installing such drains pipes wires cables meters conduits tanks and other apparatus as the Vendor shall deem necessary or require and for the purpose of inspecting the state and condition thereof and repairing maintaining and replacing the same where necessary (those whereof are enjoyed in common as aforesaid being repaired maintained and replaced as aforesaid) but making good any damage done in the exercise of such right.

B) A pedestrian right of way for the Vendor and its Lessees of the flats to be constructed on land retained by it on the north west of the land hereby transferred over and along the footpath to be constructed by the Purchaser on the land hatched black on the said plan."

NOTE: The land hatched black referred to is hatched mauve on the filed plan.

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 (28.02.2022) PROPRIETOR: WEST LONDON CITY LETS LIMITED (Co. Regn. No. 09214284) of 68 High Worple, Harrow HA2 9SZ.
- 2 (28.02.2022) The price stated to have been paid on 20 October 2021 was £7,000.
- 3 (28.02.2022) The Transfer to the proprietor contains a covenant to observe and perform the covenants contained within the registers of the

B: Proprietorship Register continued

title and of indemnity in respect thereof.

C: Charges Register

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

- 1 The estate road is subject to rights of way.
- 2 The land tinted blue on the filed plan is subject so far as affected thereby to the provisions of an Agreement as to drainage dated the 16 November 1898 and made between (1) William Cornwallis West of the one part and (2) Alexander Siemens of the other part.

NOTE: Copy (without plan) filed under P78633.
- 3 A Conveyance of the land edged blue on the filed plan dated 29 November 1930 made between (1) Herbert Cullan Heppenstall and Herbert Kelsey Clark and (2) Leslie Woodman and others contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 A Conveyance of the land edged blue on the filed plan dated 18 December 1931 made between (1) Herbert Cullin Heppenstall and Herbert Kelsey Clark (Vendors) and (2) Henry Blackall Noel Cortlandt Trotter (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 The land tinted pink yellow and hatched blue on the filed plan is subject to the following rights reserved by a Transfer thereof dated 19 March 1973 made between (1) Reginald Frederick Knowlson (Vendor) and (2) McCarthy and Stone Limited (Purchaser):-

"Excepting and Reserving unto the Vendor in fee simple for the benefit of the remainder of the land comprised in the above title the right to use for all proper purposes connected with the said remainder of the land any roadways footpaths sewers drains watercourses pipes cables wires or other channels or conductors now laid or hereafter during the period beginning with the date hereof and enduring for eighty years to be laid in under or over the land hereby transferred with power at any time or times to enter thereupon for the purpose of making connections with repairing renewing maintaining inspecting and cleansing the same and subject to and with the benefit of (i) an Agreement dated the 26th March 1963 between the Vendor of the one part and the Mayor Aldermen and Burgesses of the Borough of Lyminster of the other part relating to the maintaining of beach huts on the south western part of the land hereby transferred and (ii) the provisions and covenants contained in Clause 2 of a Deed and even date herewith made between the Vendor of the one part and the Purchaser of the other part and intended to be executed immediately after these presents."

NOTE: Copies of the Agreement dated 26 March 1963 and the Deed dated 19 March 1973 are filed under HP105519.

- 6 An Agreement dated 19 July 1976 affecting the land edged blue on the filed plan made between (1) McCarthy and Stone (Developments) Limited and (2) The District Council of New Forest contains covenants details of which are set out in the schedule of restrictive covenants hereto.

NOTE: A copy of the Agreement dated 26 March 1963 is filed under HP105519.

- 7 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered HP130086 in green on the filed plan dated 24 April 1978 made between (1) McCarthy and Stone (Developments) Limited (Transferor) and (2) Clarence Moore and Valerie Violet Moore (Transferees):-

TOGETHER WITH a right of way for all times and for all purposes with or without vehicles over and along the new road constructed or in the course of construction to the east of the property hereby transferred between the said property and Park Lane aforesaid SUBJECT to the Transferees and their successors in title contributing towards the

C: Charges Register continued

upkeep and maintenance thereof such contribution to be assessed by the Surveyor of the Transferor for the time being TOGETHER ALSO WITH a right of eavesdrop over the adjoining property of the Transferor known as Westover Cottage TOGETHER ALSO WITH the right at all reasonable times to enter that part of the adjoining land of the Transferor known as Westover Cottage upon which the property hereby transferred abutts to inspect maintain and replace any parts of any building on the property transferred which has been constructed in such a position that it can not be otherwise reasonably inspected maintained or replaced the person exercising such right causing as little damage as possible and making good all damage caused thereby.

- 8 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered HP158133 in green on the filed plan dated 20 July 1979 made between (1) McCarthy and Stone (Developments) Limited (Vendor) and (2) Severnbrook Investments Limited (Purchaser):-

"TOGETHER ALSO WITH the easements and other rights specified in the First Schedule hereto

THE FIRST SCHEDULE

A) A right of way at all times in common with the Vendor and all others now or hereafter entitled to the like right with or without horses carts carriages motor-cycles motorcars and other vehicles over the roadway coloured brown on the said plan until the said roadway shall be adopted by the Local Authority as a highway maintainable at public expense UNTIL such time as the said roadway shall be adopted as aforesaid the Purchaser shall contribute towards the cost of repair and maintenance of the same such contribution shall be agreed in joint consultation between the parties hereto but in case of dispute to be settled by the Vendor's surveyors acting in their professional capacity whose decision shall be final and binding upon the Purchaser. If the Purchaser shall cause any damage to the said roadway in the exercise of such right as aforesaid it shall make good the same at its own expense But if any dispute shall arise then it shall be agreed in joint consultation between the parties hereto or if agreement cannot be reached it shall be settled by the Vendors' Surveyors acting in their professional capacity as aforesaid.

B) The right (in common with all others now or hereinafter entitled to the like right) to connect to and enjoy rights of drainage and passage and running of water and soil through the foul and surface water drains running through the adjoining and neighbouring land of the Vendor and shown on the said plan annexed hereto.

C) Full right and liberty to connect to water telephone and gas supplies at the approximate positions marked "X" on the said plan and to lay mains pipes wires and cables under the adjoining and neighbouring land of the Vendor to the north in a position to be designated by the Vendor for the purpose of such supplies of water telephone and gas to or for the benefit of any houses or buildings now or hereafter within 21 years to be erected upon the property hereby transferred and for the purpose of connecting to inspecting cleansing repairing and maintaining any such mains pipes wires and cables to enter upon the said adjoining and neighbouring land to the north doing thereby as little damage as possible and making compensation for all damage done."

NOTE: Points marked X referred to are lettered X Y and Z on the filed plan. The roadway coloured brown referred to leads from the land hatched yellow on the filed plan into Park Lane.

- 9 The parts of the land affected thereby are subject to the rights granted by a Transfer of the land edged and numbered HP176964 in green on the filed plan dated 18 July 1980 made between (1) McCarthy and Stone (Developments) Limited and (2) Severnbrook Investments Limited (Purchaser) which rights are identical to those referred to in the Transfer dated 20 July 1979 referred to above.

Schedule of restrictive covenants

Title number HP123436

1 The following are details of the covenants contained in the Conveyance dated 18 December 1931 referred to in the Charges Register:-

"The Purchaser to the intent that this covenant shall be binding so far as may be on the owner for the time being of the hereditaments hereby assured but upon the Purchaser only so long as he is the owner of the same hereditaments or any part thereof hereby covenants with the Vendors that the Purchaser and his successors in title will at all times hereafter observe and perform the said restrictions and stipulations

The Second Schedule before referred to

1. Not to erect any building other than a fence or wall not exceeding 4 feet 6 inches in height on any part of the said piece of land between the road in front thereof and the first building line shown on the plan and not to erect any building other than one dwellinghouse between the first and second building lines shown on the plan

2. Within two calendar months after completion of his purchase to erect and at all times hereafter maintain good and substantial fences on the sides of the said piece of land marked "T" on the plan hereon within the boundary such fences not to exceed 6 feet in height

3. Not to erect on the said piece of land any buildings of any kind other than private dwellinghouses with appropriate offices and outbuildings and not more than one to each acre Each such dwellinghouse shall be detached and not exceed two storeys in height and of not less value (exclusive of garage and other buildings than £1000 In assessing at such value the actual cost in labour and materials only shall be taken into account and any question as to value shall be settled by the Architect for the time being of the Vendors to whom all vouchers necessary for this purpose shall be produced All dwellinghouses erected on the said piece of land shall be constructed of brick or stone or of concrete half timber work or breeze blocks (in which latter case they shall be rough cast) and roofed with tiles or Cornish graduated slates and shall be erected and completed in a good and workmanlike manner

4. Not to carry on or permit or suffer to be carried on on the said piece of land or any part thereof any club trade or business of any kind without the previous written consent of the Vendors first had and obtained and in particular not to permit the said land or any part thereof or any building or erection thereof to be at any times used for the carrying on of the business of an Auctioneer House Agent Land and Estate Agent Surveyor and Valuer or any or either of the same and not to commit or suffer to be done thereon anything which may be or grow to be a nuisance or annoyance or disturbance to the Vendors or to any adjoining owner lessee or occupier

5. Not to erect on the said piece of land any dwellinghouse or other building otherwise than in accordance with plans and elevations previously approved by Messrs Ravenscroft and Rooke Architects Milford-on-Sea or the Architect for the time being of the Vendors and not to commence any building thereon until such Architect shall have given a Certificate in writing of approval For ever such Certificate the Purchaser shall pay to the Architect a fee of One guinea

6. Not to excavate or remove from the said piece of land any gravel sand soil or other material except for the purpose of erecting buildings upon the same or in preparing or layout out gardens or for the construction of roads and paths to be formed thereover and not at any time to make manufacture or burn bricks tiles clay lime or other material on the said piece of land

7. Not to erect or allow to remain on the said piece of land any hut caravan shed house on wheels or other chattel adapted or intended for use as a dwellinghouse or sleeping apartment booth show swing or roundabout nor allow or permit gipsies or others to encamp thereon

8. The scheme or roads building lines and other matters shown on the Rockcliff Estate Plan and the building and other restrictions imposed upon the Purchaser shall not be binding on the Vendors who shall be entitled to vary or alter the same Provided that no building other than private dwellinghouses and outbuildings appurtenant thereto of not less

Schedule of restrictive covenants continued

value than £800 (exclusive of the land) shall be erected on the piece of land adjoining the land hereby conveyed on the West and coloured blue on the said plan hereon and in any sales by the Vendors of any portions of such land covenants similar to covenants 4 6 and 7 shall be imposed on the Purchasers of any such portions of the said land coloured blue except that the word "club" may be omitted from covenant Number 4 in such other Conveyances."

NOTE 1: The building lines referred to are set back 60 feet and 100 feet from Park Lane respectively

NOTE 2: No T marks were shown on the plan supplied.

2 The following are details of the covenants contained in the Agreement dated 19 July 1976 referred to in the Charges Register:-

"THE Developers hereby covenant with the Council (to the intent that each of the several covenants herein contained shall be binding on and enforceable against their successors in title) as follows:-

(a) that the public shall at all times have unrestricted use exclusively as a pedestrian public open space of the amenity land shown coloured hatched green on the plan aforementioned subject only to the terms of the said Agreement dated the Twenty-sixth day of March One thousand nine hundred and sixty-three

(b) that the land and the public open space last aforementioned shall be landscaped by the Developers in a manner to the reasonable satisfaction of the Council such landscaping to be carried out and completed during building work commencing on the first planting season following the building work commencement or before such later date as may be agreed between the parties hereto

(c) that the land which shall have been landscaped in accordance with the requirements of the covenant aforementioned shall thereafter be maintained by the Developers or management company to a reasonable standard as may be agreed with the local planning authority

PROVIDED ALWAYS that in the event of the Developers refusing or neglecting to carry out such landscaping or having carried out such landscaping failing to maintain it to the reasonable satisfaction of the Council the Council may at the expiration of Twenty-eight days' written notice to the Developers or management company themselves carry out and complete such works or any of them and may recover the costs thereof from the Developers or management company together with interest thereon at the Bank of England minimum lending rate plus two per cent from the date of demand until payment

PROVIDED FURTHER that the Developers and their successors in title shall in no way be responsible for maintaining any cliff that may be on the land or for preventing natural cliff erosion that may occur on the land

EACH of the several covenants in this agreement are expressed to be covenants to which Section 126 of the Housing Act 1974 applies."

NOTE: The land hatched green forms part of the land edged blue on the filed plan.

End of register