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Official copy of register of title

Title number ST186123

Edition date 07.07.2010

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- This title is dealt with by Land Registry, Plymouth Office.

A: Property Register

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

SOMERSET : WEST SOMERSET

- 1 (09.02.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the north side of Long Street, Williton.
- 2 (27.05.1997) The Transfer dated 2 May 1997 referred to in the Charges Register contains the following provision:-

"Subject to and with the benefit of the agreements and declarations contained in the Fourth Schedule hereto

THE FOURTH SCHEDULE

Agreements and Declarations

It is agreed and declared as follows:-

1. The Transferee shall not acquire or be entitled (except as expressly granted by Deed) to any easement or right of light or air which would prejudice the free use or enjoyment of any adjoining or neighbouring land of the Transferor for building or other purposes and that any enjoyment of light or air by the Transferee from or over the adjoining or neighbouring land of the Transferor shall be deemed to be with the consent of the Transferor
2. All services now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of the land hereby transferred and of the retained land shall continue to be so used and enjoyed and shall be repaired and maintained at the fair and proportionate expense of the owner of the land entitled to use the same
3. The property forms part of the estate and the Transferor expressly reserves the right of making any alteration in the layout of the estate and in the number and area of the plots in the type of building and the special and general conditions of sale and to withdraw release vary or abandon in favour of the owner or owners from time to time of any part

A: Property Register continued

or parts of the retained land any special conditions or covenants restrictions stipulations and conditions entered into or to be entered into in any manner that it may seem desirable

4. The Transferor is entitled to modify waive or release any restrictions or stipulations imposed on any part of the retained land and nothing herein shall be taken as creating a building scheme for the estate or imposing any restrictions on the manner in which the Transferor may dispose of any other part of the retained land."

3 (16.03.2005) The land tinted green on the title plan has been removed from this title and separately registered.

4 (18.01.2006) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

5 (16.02.2011) The registered estate in this title has determined on disclaimer by the liquidator of the registered proprietor on 24 January 2011 pursuant to section 178 of the Insolvency Act 1986.

NOTE:-Copy disclaimer filed under ST54343.

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 (24.03.2003) PROPRIETOR: PLATINUM DEVELOPMENTS UK LIMITED (Co. Regn. No. 04604826) of Ifield House, Brady Road, Lyminge, Folkstone, Kent, CT18 8EY and care of David John Newall and Rosalind Jane Goode, 10 Stratton Street, Mayfair, London W1J 8JR and care of DLA Piper UK LLP, 3 Noble Street, London EC2V 7EE.

2 (24.03.2003) The price stated to have been paid on 14 February 2003 was £300,000.

Schedule of personal covenants

1 The following are details of the personal covenants contained in the Transfer dated 2 May 1997 referred to in the Proprietorship Register:-

"Subject to the covenants on the part of the Transferee for himself and his successors in title the owners and occupiers for the time being of the land hereby transferred and any part or parts thereof as are contained in the Third Schedule hereto

THE THIRD SCHEDULE

Part I

Positive Covenants by the Transferee

The Transferee for himself and his successors in title the owners and occupiers for the time being of the land hereby transferred and each and every part thereof hereby covenants with the Transferor and its successors in title the owners and occupiers for the time being of the retained land or any part or parts thereof as follows:-

1. That he will at all times insure and keep insured the estate road and footpaths amenity areas and street lights and (until adopted) the main sewers against loss or damage by fire storm aircraft property owner and public liability and such other risk (if any) as the Transferor shall from time to time think fit in some insurance office of repute or with Lloyds Underwriters in such sum as the Transferor shall from time to time think fit and whenever required produce to the Transferee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the estate road footpaths amenity areas or street lights or main sewers being damaged

Schedule of personal covenants continued

by any insured risk as soon as reasonably practicable lay out the insurance money in the repair rebuilding or reinstatement of the same

2. That he will keep in good and substantial repair and condition and clean maintain repair renew (as appropriate) the estate road and footpaths amenity areas and street lights

3. That he will so far as practicable keep the estate road and footpaths and amenity areas reasonably lighted

4. That he will maintain repair and renew and cleanse those services serving the estate falling within the estate road and footpaths and amenity areas."

C: Charges Register

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

1 (27.05.1997) A Transfer of the land in this title dated 2 May 1997 made between (1) Union Court (Somerset) Limited (Transferor) and (2) Peter Leonard Bate (Transferee) contains the following covenants:-

"Subject to the covenants on the part of the Transferee for himself and his successors in title the owners and occupiers for the time being of the land hereby transferred and any part or parts thereof as are contained in the Third Schedule hereto

THE THIRD SCHEDULE

Part II

Restrictive Covenants by the Transferee

The Transferee for himself and his successors in title to the land hereby transferred to any part or part thereof hereby covenants with the Transferor and its assigns to the intent that this covenant may bind the land hereby transferred and any part of it into whosoever hands it may come and to the intent that benefit of this covenant shall enure for the benefit and protection of the estate and any part or parts of it (other than the land hereby transferred) so far as it may be capable of being annexed to or assigned with the estate and any part or parts of it (but not so as to create any building scheme) as follows:-

.....
..

2. Not to use or permit to be used land hereby transferred or any buildings on it for the carrying on of any trade or business which is likely to cause a nuisance to anyone or to any neighbouring property

3. No clothes or washing of any description or other articles shall be dried outside the land hereby transferred except in the rear enclosed garden (if any) nor shall any be dried from the windows of the land hereby transferred

4. Not at any time to obstruct the estate road or footpaths

5. Not to keep dustbins on the land hereby transferred other than in a secure and tidy manner

6. Not to carry out any repair or maintenance of motor vehicles on any part of the land hereby transferred or on the estate road or any of the amenity areas

7. Not to use any parking space or driveway forming part of the land hereby transferred for any purpose other than for the parking of a private motor vehicle or small van or motor cycle in proper working order

8. Not to use any external part of the land hereby transferred or the

C: Charges Register continued

estate road footpaths or amenity areas for the storage of trade goods and materials nor for the storage of refuse or waste."

2 (17.08.2004) 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. Certain leases grant the exclusive right to use specified Patio and/or Terrace Area as more particularly described in the Schedule of Leases.

3 (02.11.2004) The land is subject for a term of 125 years from 25 December 2003 to the rights granted by leases out of title number ST54343 referred to in the schedule of leases thereof.

Each lease is referenced by edging and numbering in blue on the title plan.

4 (16.03.2005) The land is subject to the free and uninterrupted passage and running of water, foul and surface effluent, gas, electricity, telephone, telecommunications, television signals, data transmission and other services and supplies through all sewers, drains, pipes, gullies, gutters, ducts, mains, channels, wires, cables, conduits and flues and any other conducting media.

5 (16.03.2005) The common parts are subject to rights of user.

6 (16.03.2005) The estate roads are subject to rights of way.

7 (16.03.2005) The parts of the land effected thereby which adjoin the parts tinted green on the title plan are subject to rights (a) of support, shelter and protection and (b) of entry on to such adjoining parts for the purpose of repairing, maintaining, painting and rebuilding buildings and foundations erected or to be erected on or constructed under and next to the boundary of the parts tinted green.

8 (23.01.2006) UNILATERAL NOTICE affecting parking space 56 in respect of a Purchase Agreement dated 19 May 2005 made between (1) Platinum Developments UK Limited and (2) Joyce Victoria Neal and Graham Fredrick Neal.

9 (23.01.2006) BENEFICIARY: Victoria Neal and Graham Fredrick Neal care of Sarjeant & Sheppard of 150 Friar Street, Reading RG1 1HE (REF:Kh.Neal.997887)

10 (15.03.2006) UNILATERAL NOTICE affecting parking space 58 in respect of an Agreement for sale dated 12 October 2005 made between (1) Platinum Developments UK Limited and (2) Beth Jane De-Sousa.

NOTE: Copy filed under ST54343.

11 (15.03.2006) BENEFICIARY: Beth Jane De Sousa of Tamarind, Little Houndbeare Farm, Oak Road, Aylesbeare, Devon EX5 2DD.

12 (21.05.2007) 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. In addition certain leases grant the exclusive right to use specified Patio and/or Terrace Area as more particularly described in the Schedule of Leases.

13 (06.04.2009) By a Deed dated 24 March 2009 made between (1) Platinum Developments UK Limited (2) Platinum Management Services (UK) Limited and (3) Richard John Normile the terms of the lease dated 7 October 2004 of 15 Sir Gilbert Scott Court referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under ST239978.

Schedule of notices of leases

1	17.08.2004 1 (part of) : 2	10 Sir Gilbert Scott Court (First Floor Apartment) : Parking Space	11.06.2004 125 years from 25.12.2003	ST229123
2	02.11.2004 1 (part of)	5 Sir Gilbert Scott Court (Ground Floor Apartment)	01.10.2004 125 years from	ST231062

Schedule of notices of leases continued

			25.12.2003	
	NOTE: The lease comprises also other land			
3	20.01.2005 1 (part of):	9 Sir Gilbert Scott Court (Ground Floor Apartment):	09.12.2004 125 years from 25.12.2003	ST233058
	NOTE: The Lease comprises also other land			
4	16.02.2005 1 (part of):	8 Sir Gilbert Scott Court (Ground floor apartment)	18.06.2004 125 years from 25.12.2003	ST233743
	NOTE: The lease comprises also other land			
5	18.02.2005 1 (part of)	3 Sir Gilbert Scott Court(Ground Floor Apartment)	25.06.2004 125 years from 25.12.2003	ST233841
	NOTE: The Lease comprises also other land			
6	09.03.2005 1 (part of)	12 Sir Gilbert Scott Court (First Floor Apartment)	28.02.2005 125 years from 25.12.2003	ST234262
	NOTE: The Lease comprises also other land			
7	27.05.2005 Numbered 3 : 4 (part of) in blue	25 Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	03.05.2005 125 years from 25.12.2003	St236262
	NOTE: The Lease comprises also other land			
8	27.05.2005 Numbered 4 (part of) : 5 Apartment) in blue	26 Sir Gilbert Scott Court (First parking space	03.05.2005 25.12.2003	ST236263 Floor
	NOTE: The Lease comprises also other land			and 125
9	19.07.2005 1 (part of) :	18 Sir Gilbert Scott Court (First Floor Apartment) and parking space	17.06.2005 125 years from 25.12.2003	ST237514
	NOTE: The Lease comprises also other land			
10	27.07.2005 1 (part of): 7	22 Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	01.07.2005 125 years from 25.12.2003	ST237787
	NOTE: The lease comprises also other land			
11	02.08.2005 1 (part of): 8	6 Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	16.07.2004 125 years from 25.12.2003	ST237895
	NOTE:			
12	05.08.2005 1 (part of): 9: 10 and 11	2 Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	04.08.2004 125 years from 25.12.2003	ST238005
	NOTE:			
13	09.08.2005 12 (part of): 13	45 Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	01.07.2005 125 years from 25.12.2003	ST238088
	NOTE: The lease comprises also other land			
14	09.08.2005 1 (part of): 14	17 Sir Gilbert Scott Court (First Floor Apartment) and parking space	03.09.2004 125 years from 25.12.2003	ST238098
	NOTE: The lease comprises also other land			
15	18.08.2005 1 (part of): 15	19 Sir Gilbert Scott Court (Second Floor Apartment) and parking space	29.07.2005 125 years from 25.12.2003	ST238353
	NOTE: The lease comprises also other land			
16	19.09.2005 1 (part of): 16	The Chapel, Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	15.06.2005 125 years from 25.12.2003	ST239219

Schedule of notices of leases continued

17	21.09.2005 1 (part of)	4 Sir Gilbert Scott Court (Ground Floor Apartment)	10.06.2005 125 years from 25.12.2003	ST239290
	NOTE: The lease comprises also other land			
18	26.09.2005 1 (part of)	14 Sir Gilbert Scott Court (First Floor Apartment)	16.07.2004 125 years from 25.12.2003	ST239430
	NOTE: The lease comprises also other land			
19	13.10.2005 17	Parking space associated with 61 Sir Gilbert Scott Court	03.05.2005 125 years from 25.12.2003	ST239975
	NOTE: The lease comprises also other land			
20	13.10.2005 18	Parking space associated with 60 Sir Gilbert Scott Court	03.05.2005 125 years from 25.12.2003	ST239976
	NOTE: The lease comprises also other land			
21	13.10.2005 1 (part of): 32	15 Sir Gilbert Scott Court (First Floor Apartment) and parking space	07.10.2004 125 years from 25.12.2003	ST239978
	NOTE: See the entry in the Charges Register relating to a Deed of variation dated 24 March 2009. The said deed also rectified the extent of the land demised by the lease by substituting the plan in the lease so as to show the correct flat and parking space.			
22	17.10.2005 21 (part of): 22	46 Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	05.07.2005 125 years from 25.12.2003	ST240070
	NOTE: The lease comprises also other land			
23	04.11.2005 1 (part of): 23	11 Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	01.09.2004 125 years from 25.12.2003	ST240641
24	11.11.2005 24	Parking Space associated with 40 Sir Gilbert Scott Court	19.10.2005 125 years from 25.12.2003	ST240821
	NOTE: The lease comprises also other land			
25	24.11.2005 1 (part of): 25	7 Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	26.08.2004 125 years from 25.12.2003	ST241128
26	01.12.2005 1 (part of): 26	20 Sir Gilbert Scott Court (Second Floor Apartment) and parking space	03.10.2005 125 years from 25.12.2003	ST241359
27	23.12.2005 27	Parking Space associated with 42 Sir Gilbert Scott Court	16.11.2005 125 years from 25.12.2003	ST241948
	NOTE: The Lease comprises also other land			
28	11.01.2006 28	Parking Space associated with 39 Sir Gilbert Scott Court	15.12.2005 125 years from 25.12.2003	ST242268
	NOTE: The lease comprises also other land			
29	09.03.2006 1 (part of): 29	21 Sir Gilbert Scott Court (Second Floor Apartment) and parking space	07.12.2005 125 years from 25.12.2003	ST244051
30	12.04.2006 1 (part of): 30	16 Sir Gilbert Scott Court (Ground Floor Apartment) and parking space	11.03.2005 125 years from 25.12.2003	ST244949
31	21.05.2007 31	Parking Space associated with 38 Sir Gilbert Scott Court	08.09.2006 125 years from 25.12.2003	ST255901
	NOTE: The lease also includes other land			
32	24.05.2007 32	Parking Space associated with 37 Sir Gilbert Scott	05.02.2007 125 years from	ST256015

Schedule of notices of leases continued

		Court	25.12.2003	
	NOTE: The lease also includes other land			
33	06.04.2009	1 Sir Gilbert Scott Court	14.10.2004	ST276759
	1 (part of) :	(Ground Floor Apartment) :	125 years from	
	19	Parking Space	25.12.2003	
34	15.12.2009	23 Sir Gilbert Scott Court	23.10.2009	ST281869
	1 (part of):	(Second and Third Floor	125 years from	
	34	Apartment): Parking Space	25.12.2003	
	NOTE: The land in this lease is not discharged from the Charge dated 14 February 2003 referred to in the Charges Register.			
35	18.01.2010	Parking space associated	23.10.2009	ST282418
	35	with 41 Sir Gilbert Scott	125 years from	
		Court	25.12.2003	
	NOTE 1: The lease comprises also other land.			
	NOTE 2: The land in this lease is not discharged from the Charge dated 14 February 2003 referred to in the Charges Register.			
36	18.01.2010	43 Sir Gilbert Scott Court	23.10.2009	ST282437
	36 (part of):	(Ground Floor Apartment):	125 years from	
	37	Parking Space	25.12.2003	
	NOTE 1: The lease comprises also other land.			
	NOTE 2: The land in this lease is not discharged from the Charge dated 14 February 2003 referred to in the Charges Register.			
37	18.01.2010	44 Sir Gilbert Scott Court	23.10.2009	ST282442
	38 (part of):	(Ground Floor Apartment):	125 years from	
	39	Parking Space	25.12.2003	
	NOTE: The land in this lease is not discharged from the Charge dated 14 February 2003 referred to in the Charges Register.			
38	18.01.2010	47 Sir Gilbert Scott Court	23.10.2009	ST282444
	36 (part of),	(First Floor Apartment):	125 years from	
	38 (part of)	Parking Space	25.12.2003	
	and 40 (part			
	of): 41			
	NOTE 1: The lease comprises also other land.			
	NOTE 2: The land in this lease is not discharged from the Charge dated 14 February 2003 referred to in the Charges Register.			
39	18.01.2010	48 Sir Gilbert Scott Court	23.10.2009	ST282446
	36 (part of)	(Second Floor Apartment):	125 years from	
	and 38 (part	Parking Space	25.12.2003	
	of): 42			
	NOTE 1: The lease comprises also other land.			
	NOTE 2: The land in this lease is not discharged from the Charge dated 14 February 2003 referred to in the Charges Register.			
40	18.01.2010	49 Sir Gilbert Scott Court	23.10.2009	ST282448
	12 (part of),	(First Floor Apartment):	125 years from	
	21 (part of)	Parking Space	25.12.2003	
	and 43 (part			
	of): 44			
	NOTE 1: The lease comprises also other land.			
	NOTE 2: The land in this lease is not discharged from the Charge dated 14 February 2003 referred to in the Charges Register.			
41	18.01.2010	50 Sir Gilbert Scott Court	23.10.2009	ST282449
	12 (part of)	(Second Floor Apartment):	125 years from	
	and 21 (part	Parking Space	25.12.2003	
	of): 45			
	NOTE 1: The lease comprises also other land.			
	NOTE 2: The land in this lease is not discharged from the Charge dated 14 February 2003 referred to in the Charges Register.			

Title number ST186123

End of register