

Title Number : SY86359

This title is dealt with by HM Land Registry, Croydon 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.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 14 AUG 2019 at 16:00:39 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	: SY86359
Address of Property	: Morton House, Coombe Park, Kingston Upon Thames (KT2 7JB)
Price Stated	: £4,400,000
Registered Owner(s)	: ABDUKADYR KHABIBULA, AIBUBULA NUERMAIMAITI, AIBIBULA PALIWANMUHAIMAITI and REZI MALIYA of Morton House, Coombe Park, Kingston Upon Thames KT2 7JB.
Lender(s)	: None

## Title number SY86359

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 14 AUG 2019 at 16:00:39. 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.

#### KINGSTON UPON THAMES

- 1 (12.02.1953) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Morton House, Coombe Park, Kingston Upon Thames (KT2 7JB).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 3 February 1953 referred to in the Charges Register.
- 3 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.

### 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 (10.07.2015) PROPRIETOR: ABDUKADYR KHABIBULA, AIBUBULA NUERMAIMAITI, AIBIBULA PALIWANMUHAIMAITI and REZI MALIYA of Morton House, Coombe Park, Kingston Upon Thames KT2 7JB.
- 2 (10.07.2015) The price stated to have been paid on 12 June 2015 was £4,400,000.
- 3 (10.07.2015) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (10.07.2015) RESTRICTION: No disposition of the registered estate other than a charge 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 Coombe Park Limited of Springfield House, 23 Oatlands Drive, Weybridge, Surrey KT13 9LA by its secretary or its conveyancer that the provisions of Clause 5.3 of a deed of covenant dated 23 December 2006 made between (1) Coombe Park Limited and (2) Petan Properties Limited have been complied with.
- 5 (10.07.2015) 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.

### C: Charges Register

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

- 1 A Deed of Grant and Demise dated 18 September 1835 made between (1)

## C: Charges Register continued

William Knighton (2) John Charles Earl Spencer and (3) Samuel Smith and recited in a Deed of Confirmation dated 10 April 1855 made between (1) His Royal Highness George William Frederick Charles Duke of Cambridge and (2) Samuel Smith contains restrictive covenants.

By a Deed of Release and Mutual Covenants dated 14 May 1929 made between (1) Augustus Charles Frederick Fitzgeorge and (2) Sidney Edward Parkes the said covenants were expressed to be released and new covenants entered into. Details of the covenants, terms of the release and new covenants are set out in the schedule of restrictive covenants hereto.

- 2 A Conveyance dated 3 February 1953 made between (1) Genevieve Emily Parkes (2) Sidney Edward Parkes and (3) Phillip Sidney Runnalls contains restrictive covenants.

*NOTE: Copy filed.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed of Grant and Demise dated 18 September 1835 referred to in the Charges Register:-

The said Samuel Smith for himself his executors administrators and assigns do hereby covenant and agree with the said Sir William Knighton his heirs and assigns that he the said Samuel Smith his executors administrators or assigns shall not nor will without the consent in writing of the said Sir William Knighton his heirs and assigns for that purpose first had and obtained erect upon any part of the said piece or parcel of land hereby demised or intended so to be any buildings whatsoever other than and except the dwellinghouse and offices thereto and lodge as already severally commenced and now in the course of being erected as aforesaid and which are severally within three years from the date of these presents to be completed and any addition or additions to be made thereto so as to form an integral part or integral parts thereof respectively and other than and except any such ornamental or farm buildings (not exceeding twenty feet in height and no such building being nor being used as either a dwellinghouse or hop kiln or lime kiln) as shall be suitable or proper for the due and convenient enjoyment of the hereby demised premises as and for a villa with its pleasure ground gardens arable and pasture land which shall be at any time erected on the hereby demised premises and other than a lodge not to be erected (if at all) within thirty yards from that boundary of the said hereby demised piece or parcel of land which abuts on the private road first hereinbefore mentioned and any addition or additions thereto to be made so as to form an integral part or integral parts thereof and other than and except any one dwellinghouse with suitable offices to the same to be in lieu and substitution of the said messuage and offices now severally in the course of erection as aforesaid erected respectively either on the present sites of the last mentioned messuage and offices respectively or on any other sites to be chosen by the said Samuel Smith his executors administrators or assigns and any addition or additions to be made to and so as to form an integral part or integral parts of the said substituted messuage and offices and any two lodges to be respectively on the respective sites of such two lodges as aforesaid erected in lieu and substitution of the same two lodges and any addition or additions to be made to and so as to form an integral part or integral parts respectively of the said substituted lodges respectively it being hereby declared to be the true intention of the parties to these presents that nothing herein contained shall prevent the said Samuel Smith his executors administrators and assigns from pulling down and rebuilding (when and as often as to him or them shall seem meet) either on the same or on any other sites the dwellinghouse and offices for the time being erected on the said hereby demised piece or parcel of land or otherwise making alterations and improvements in the same dwellinghouse and offices nor from pulling down and erecting (when and as often as to him or them shall seem meet) on the same sites respectively the lodges for the time being erected on the sites in that behalf hereinbefore prescribed or otherwise making alterations and improvements in the same lodges nor from erecting from time to time such ornamental or farm

## Schedule of restrictive covenants continued

buildings as aforesaid (not being of the description aforesaid) the object of the present covenant or agreement being hereby declared to be to prevent the said Samuel Smith his executors administrators and assigns (except with such consent as aforesaid) from having upon any part of the hereby demised piece or parcel of land at one and the same time more than one such dwellinghouse as aforesaid with suitable offices for the same and such suitable and proper ornamental and farm buildings as aforesaid (not being of the description aforesaid) and more than two lodges for the same and having those lodges respectively built on any other sites than the sites in that respect aforesaid AND the said Samuel Smith for himself his heirs executors administrators and assigns doth hereby further covenant and agree with the said Sir William Knighton his heirs and assigns that he the said Samuel Smith his executors administrators or assigns shall not nor will at any time during the term hereby granted burn or cause or permit to be burnt by any person or persons whomsoever upon any part of the hereby demised piece or parcel of land any bricks whatsoever AND ALSO that he the said Samuel Smith his executors administrators or assigns shall not nor will use the powers and privileges hereinbefore granted to him and them of attaching and laying on to the hereinbefore excepted main and other pipes such pipe cocks and apparatus as aforesaid and thereby of obtaining such supply of water as aforesaid except within the limits and for the purposes within and for which respectively the same powers and privileges are thereinbefore expressed to be granted PROVIDED ALWAYS and it is hereby declared and agreed by and between the parties to these presents that in case and as often as at any time hereafter during the term hereby granted any buildings or building shall be erected upon the said hereby demised piece or parcel of land contrary to the covenant or agreement of the said Samuel Smith in that behalf hereinbefore contained Then and so often it shall and may be lawful for the said Sir William Knighton his heirs and assigns (he or they or his or their agent or surveyor having twenty eight clear days previously to the entry hereinafter mentioned given or caused to be given to the said Samuel Smith his executors administrators or assigns or left or affixed or caused to be left or affixed upon some part of the hereby demised premises a notice in writing under the hand of the said Sir William Knighton his heirs or assigns or his or their agent or surveyor of such erection upon the said hereby demised piece or parcel of land of such buildings or building as aforesaid) into and upon the said piece or parcel of land hereditaments and premises hereby granted and demised to enter and the same to hold occupy and enjoy and the rents issues and profits thereof to and for his and their own use and benefit to receive and take until the same buildings or building (as the case may be) shall be taken down and removed such possession when taken to be without impeachment of waste other than and except voluntary waste and the said Sir William Knighton his heirs and assigns in respect of such possession and perception of rents issues and profits not being subject to any account at law or in equity PROVIDED ALSO and it is hereby further declared and agreed by and between the parties to these presents that in case and as often as at any time hereafter during the term hereby granted any bricks shall be burnt upon any part of the hereby demised piece or parcel of land contrary to the covenant or agreement of the said Samuel Smith in that behalf hereinbefore contained Then and so often it shall and may be lawful for the said Sir William Knighton his heirs and assigns into and upon the said piece or parcel of land hereditaments and premises hereby granted and demised to enter and the same to hold occupy and enjoy and the rents issues and profits thereof to and for his own and their use and benefit to receive and take until he and they shall thereby or otherwise be fully paid for his and their own absolute use and benefit and without being accountable to any person or persons for the same or any part thereof either at law or in equity the full and clear sum of One hundred pounds of lawful money of Great Britain and Ireland in respect of every day and the full and clear sum of One hundred pounds of like lawful money in respect of every night during which or any part of which day or night bricks (be the quantity thereof great or small) shall have been so burnt and shall be (if at all) during such continuance of possession so burnt as hereinbefore is mentioned and such possession when taken to be without impeachment of or for any manner of waste (other than and except voluntary waste).

NOTE: The private road referred to is Ridings Road.

## Schedule of restrictive covenants continued

2 The following are details of the terms of the release and covenants contained in the Deed dated 14 May 1929 referred to in the Charges Register:-

1. The Trustees as Trustees thereby released and for ever discharged the lands coloured red and green on said plan from the burden of said covenants and rights of re-entry To the intent that such lands should be held by Mr. Parkes and the persons deriving title under him in same manner as if said covenants had never been imposed

2. For benefit of the Coombe Estate or the part thereof then remaining unsold and so as to bind said lands coloured red and green on said plan Mr. Parkes covenanted with the Trustees that he and persons deriving title under him would perform and observe the restrictions and stipulations contained in first schedule thereto but so that Mr. Parkes or other the owners for time being of said lands coloured red and green should be liable only in respect of breaches of such restriction and stipulations which should occur while he or they should be owner or owners of the lands or the part in respect of which any breach occurred.

THE FIRST SCHEDULE therein above referred to

### COVENANTS by MR. PARKES

1. No building shall be erected or used on any part of the lands coloured red and green respectively on the said plan (hereinafter in this schedule collectively called "the said lands") otherwise than for the purpose of a private dwellinghouse and stabling motor house and offices to be occupied therewith.

2. Not more than four dwellinghouses per acre shall be erected on the said lands.

3. The building line to the Portsmouth Road shall not be less than 60 feet and the building line to Ridings Road or the road being the continuation thereof upon which the land coloured green abuts shall not be less than 50 feet.

4. The minimum value of each house to be erected on the said lands (inclusive of offices and outbuildings) shall be £2500 in respect of a house erected on the land coloured red on the said plan and £2000 in respect of a house erected on the land coloured green on the said plan. The expression "minimum value of each house" shall mean in the case of a house built by contract the sum paid to the contractor in final settlement and in the case of a house not so built the amount of its first cost in material and labour of construction at current prices.

5. The elevations of all new buildings to be erected on the said lands and a full and sufficient description of the materials to be used in the construction thereof shall be submitted to the Architect and Surveyor for the time being of the Trustees for his approval. Such approval shall not be unreasonably withheld and the said Architect and Surveyor's decision shall be given within seven days of the delivery to him of such elevation and description of materials. If the said Architect and Surveyor shall not have given his decision within seven days he shall be deemed to have given his approval and time shall be of the essence in all respects. A copy of the elevation and description shall be given to the said Architect and Surveyor and he shall be paid a fee of three guineas forthwith on his decision being given.

6. If any dispute or difference shall at any time arise between the parties under clauses 4 and 5 of this schedule as to cost elevation or materials the same shall be referred to a surveyor to be agreed upon or failing agreement to be nominated by the President for the time being of the Surveyors Institution. The decision of such Surveyor shall be final and binding on both parties and the cost of any such reference shall be paid as he determines but the work of erection shall not be suspended during such reference.

7. No hut or shed hoarding advertisement caravan house on wheels or other chattel shall be erected made placed used or allowed to remain on the said lands and the Trustees may remove and dispose of any such

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## Schedule of restrictive covenants continued

erection or any such other thing and for the purpose may break or removed fences and forcibly enter upon the said lands and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto or to any fence.

NOTE: The land in this title was part of the land coloured red and green.

End of register

# H. M. LAND REGISTRY GENERAL MAP

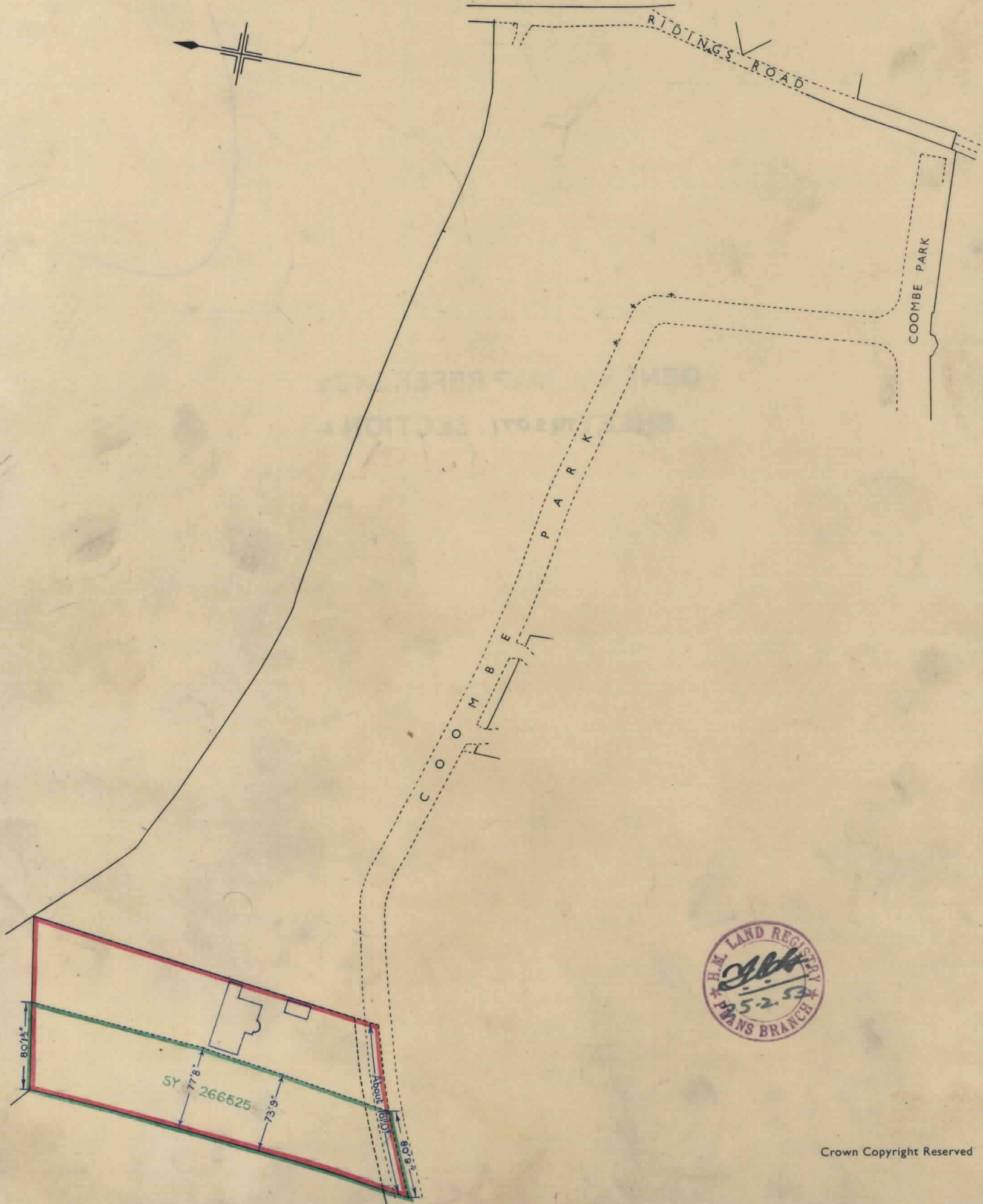
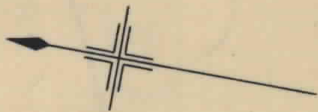
SURREY SHEET VII. 9 SECTION T

(N.G. PLAN TQ2071 S.E.)

Scale 1/1250

COOMBE PARISH

THE BOUNDARIES SHEWN BY DOTTED LINES HAVE BEEN PLOTTED FROM THE PLANS ON THE DEEDS AND ARE SUBJECT TO REVISION ON SURVEY.



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Filed Plan of Title No. SY 86359

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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: AGL42075

There is no application or official search pending against this title.

## A: Property Register

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

EALING

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Dawley House, 91-95 Uxbridge Road, Ealing, London (W5 5TH).

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title and other land dated 4 February 1994 made between (1) Asda Properties Limited (Transferor) (2) Langmill Resources Limited (Purchaser) and (3) Edinburgh Holdings Limited (Transferee):-

"the Retained Land"	means the land edged green on the Plan
"the Media" systems	means any drainage sewage and pumping gas mains and pipes wires water supply systems for supplying steam electrical supply systems like telephonic communication systems and other media on or serving the Retained Land or any media on the Retained Land (which shall be no less commodious than the media now existing) from time to time within 80 years from the date of this Transfer substituted for those now existing by the Transferor
"the Rights Reserved"	means the easements referred to in Part I of the First Schedule
"the Rights Granted" of	means the easements referred to in Part II of the First Schedule

THERE are reserved out of the Property as appurtenances to the Retained Land the Rights Reserved

THERE are granted as appurtenances to the Property the Rights Granted

### THE FIRST SCHEDULE

#### Part I

#### Exceptions and Reservations

1. All rights easements and quasi-easements over or against the Property belonging to or enjoyed in respect of any other part of the Retained Land.



## A: Property Register continued

2. Without prejudice to the generality of the foregoing the right of free passage and running of gas electricity water soil and telephone or any other service or supply from or to the Retained Land through the Media.

3. The right after reasonable prior written notice during normal business hours (except in emergencies) to enter upon the Property for the purposes of:-

(1) Inspecting maintaining repairing or renewing any Media and installing within the Property any new Media required in connection with the Retained Land.

(2) Carrying out any repairs renewals maintenance necessary inspections or alterations to the Retained Land the person or persons exercising such rights causing as little damage as possible and promptly making good any damage to the Property so caused and

(3) Compliance with the provisions of any enactment affecting the Retained Land.

4. The right to deal in any manner whatsoever with the Retained Land and to erect maintain rebuild or alter or suffer to be erected maintained rebuilt or altered thereon any buildings whatsoever whether or not such buildings shall diminish the light or air which may now or at any time hereafter be enjoyed for or in respect of the Property and the right at all times to underpin key into or use any wall or stucture including party walls or structues forming part of the Property.

5. All rights of support and protection heretofore enjoyed by the Retained Land over and against the Property.

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### THE FIRST SCHEDULE

#### Part II

#### RIGHTS GRANTED

1. All rights easements and quasi-easements over or against the Retained Land belonging to or enjoyed in respect of any other part of the Property.

2. Without prejudice to the generality of the foregoing the right of free passage and running of gas electricity water soil and telephone or any other service or supply from or to the Property through the service conduits and appliances serving the Retained Land.

3. The right after reasonable prior written notice during normal business hours (except in emergencies) to enter upon the Retained Land for the purposes of:-

(1) Inspecting maintaining repairing or renewing any of the aforementioned service conduits and appliances.

(2) Carrying out any repairs renewals maintenance necessary inspections or alterations to the Property the person or persons exercising such rights causing as little damage as possible and promptly making good any damage to the Retained Land so caused.

.....  
..

5. A right of way with or without vehicles (in fee simple) over that part of the adjoining Property hatched (for identification purposes only) green on the Plan".

NOTE 1: The retained land edged green referred to is shown edged and numbered 2 in blue on the title plan and the land hatched green referred to is hatched blue on the title plan.

## A: Property Register continued

NOTE 2: The land in this title comprises part of "the Property" referred to.

- 3 (11.10.2012) A Transfer of the land in this title dated 20 September 2012 made between (1) LSM Property Holdings Limited (in Liquidation) and (2) Balsamy Properties Limited contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

*NOTE: Copy filed.*

## 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 (11.04.2016) PROPRIETOR: AKA LONDON TRADING LIMITED (Co. Regn. No. 09847893) of Morton House, Coombe Park, Kingston Upon Thames KT2 7JB.
- 2 (11.04.2016) The price stated to have been paid on 29 February 2016 was £16,500,000 plus £3,300,000 VAT.
- 3 (11.04.2016) 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.

## C: Charges Register

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

- 1 A Conveyance of the land edged and numbered 1 in blue on the title plan dated 6 June 1930 made between (1) The Prudential Assurance Company Limited and (2) Thomas Alick Edwards contains restrictive covenants.

*NOTE 1: Copy filed under MX267179.*

The covenants in the said Conveyance were varied by a Deed of Variation dated 14 December 1960 made between (1) The Prudential Assurance Company Limited and (2) The Cavendish Land Company Limited and further varied by a Deed of Variation dated 2 October 1964 made between (1) The Prudential Assurance Company Limited and (2) Dawley House (Ealing) Limited.

*NOTE 2: Copies filed under MX267179.*

- 2 Agreement dated 29 September 1964 made between (1) Dawley House (Ealing) Limited and (2) County and Urban Properties (Ealing) Limited relates to the Boundary between the land in this title and 97 Uxbridge Road.

*NOTE: Copy filed under MX267179.*

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 22 NOV 2019 AT 13:47:26. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, TELFORD OFFICE.

TITLE NUMBER: TGL325270

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WANDSWORTH

- 1 (09.10.2009) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being 32 Ascensis Tower, Juniper Drive, London (SW18 1AY).

NOTE: Only the tenth floor flat is included in the title.

- 2 (09.10.2009) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 2 October 2009  
Term : 999 years from 1 November 2004  
Parties : (1) St George Battersea Reach Limited  
(2) Mubarak & Brothers Property Limited  
(3) Battersea Reach Estate Company Limited

- 3 (09.10.2009) The Lease prohibits or restricts alienation.

- 4 (09.10.2009) The registered lease dated 2 October 2009 grants the exclusive use of the balcony tinted blue on the title plan.

- 5 (09.10.2009) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE 1: The rights granted are included in the registration only in so far as they relate to the land comprised in title numbers TGL138943 and TGL130418 as at the date of the Lease.

NOTE 2: The rights granted by the registered lease are in part granted over title number TGL130418 first registered with possessory title on 18 March 1997 and are consequently not binding on any right or interest adverse to or in derogation of the title of the first registered proprietor of that title.

- 6 (09.10.2009) The landlord's title is registered.

## 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

## B: Proprietorship Register continued

- 1 (19.05.2016) PROPRIETOR: AIBIBULA PALIWANMUHAIMAITI of Morton House, Coombe Park, Kingston Upon Thames KT2 7JB.
- 2 (09.10.2009) RESTRICTION: No disposition of the registered estate (other than a charge) 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 Battersea Reach Estate Company Limited of Connaught House, Alexandra Terrace, Guildford, Surrey GU1 3DA or their conveyancer that the provisions of clauses 27.5 and 28 of Part One to the Eighth Schedule of the registered Lease have been complied with.
- 3 (19.05.2016) The price stated to have been paid on 9 May 2016 was £1,390,000.

## C: Charges Register

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

- 1 (09.10.2009) The land is subject to the covenants and conditions so far as they affect such land for the repair thereof and restrictive of building thereon contained in a License to Embank dated 18 November 1847 made between (1) The Mayor and Commonalty and Citizens of the City of London and (2) Daniel Watney referred to in a Conveyance dated 21 September 1906 made between Walter Charles Reid Watney and others (Vendors) (2) Meux's Brewery Company Limited (Purchasers) and (3) Horace Edward Golding and Robert Lewin Hunter (Mortgagees).

NOTE: No copy or Abstract of the said License has been supplied.

- 2 (09.10.2009) The Conveyance dated 21 September 1906 referred to above contains restrictive covenants which are expressed to be modified by an Agreement dated 27 January 1914 made between (1) Percy Alfred Watney, Harry Gordon Watney and Bertram Walter Archibald Watney (the Covenantees) (2) The Vacuum Oil Company (the Vacuum Company).

Details of the said covenants and modifications are contained in the Schedule of Restrictive Covenants hereto.

- 3 (09.10.2009) The land is subject to the rights and to the Vendor's Covenant contained in a Transfer dated 15 April 1937 of land adjoining the westerly boundary of the land in this title from Vacuum Oil Company Limited to The London County Council.
- 4 (09.10.2009) By a Deed dated 3 July 1951 executed by John Watney & Company Limited Stipulation 4 of the Stipulations contained in the Agreement dated 27 January 1914 referred to above was expressed to be released.

NOTE: No copy of the Deed referred to is held by Land Registry.

- 5 (09.10.2009) A Transfer of the freehold estate in the land in this title and other land dated 1 August 1990 made between (1) Charringtons Fuels Limited and (2) Guinness Plc contains covenants details of which are set out in the schedule of restrictive covenants hereto.

## Schedule of restrictive covenants

- 1 (09.10.2009) The following are details of the covenants contained in the Conveyance dated 21 September 1906 referred to in the Charges Register:-

"The Mortgagees and also as a separate covenant the Purchasers do hereby for themselves respectively and the persons deriving title under them respectively as owners and tenants of the said hereditaments covenant with the Vendors and the persons deriving title under them as owners of the Distillery Estate adjoining on the North and North East to the said land hereby conveyed or of any part thereof not at any time to raise or make any objection to the business of Distillers now carried on by the Vendors on the said Estate and also that no buildings

## Schedule of restrictive covenants continued

to be erected on the said land hereby conveyed shall be used for any offensive or dangerous trades business pursuit or occupation or for any purpose which may be or grow to be in any way a damage grievance or annoyance to the said Owners of the said Estate or which may tend to increase the risk of fire or the First Insurance premium or to depreciate or lessen the value of the said Estate known as The Distillery. PROVIDED that the Mortgagees shall not be liable in damages under this Covenant except for the acts and defaults of themselves or any of them PROVIDED NEVERTHELESS that the Purchasers shall be entitled to erect upon the said premises or any part thereof a Brewery and such other buildings as may be incidental to the manufacture of beer so long as the said Brewery and other buildings are erected in such manner and the business thereon carried on in such a way as not to jeopardise or affect the Licenses for the time being held in connection with the said distillery"

2 (09.10.2009) The following are details of the Material Clauses contained in the Agreement dated 27 January 1914 referred to in the Charges Register:-

"1. THE Covenantees will not object to the erection upon the said land of buildings and plant suitable for the business of the Vacuum Company namely the business of compounders and dealers in lubricating oils with storage tanks and cooperate subject only to the conditions hereinafter contained and provided that the said covenant shall remain in force and of full effect except so far as it is modified by this Agreement and that the buildings to be erected are erected in such manner and the business carried on thereon in such a way as not to jeopardize or affect the business carried on by the Covenantees and the licenses for the time being held in connection with the distillery.

2. THE Vacuum company shall not erect any buildings adapted for the storage of oil or timber within sixty feet of the boundary of the Distillery Estate or within such extended distance as any local or other authority or the "Royal" or other insurance company may insist upon without the consent in writing of the Covenantees.

3. THE Vacuum Company shall not use the land within sixty feet or other extended distance as aforesaid of the said boundary for the storage of oil timber or other inflammable material.

4. THE Vacuum Company shall not receive or store upon any part of the said premises any petrol or other spirit or light oils except such as may be used for driving the engines of motor lorries vans and cars.

5. THE Vacuum Company shall supply the Surveyor to the Covenantees with copies of the plans of their intended buildings and make all alterations therein which may reasonably be required by him to make such plans and the buildings to be erected comply with the terms of this Agreement.

6. THE Vacuum Company shall pay all the necessary charges of the said Surveyor incurred in the negotiation of this Agreement and in giving effect to the same also the costs of the Solicitors for the Covenantees relating thereto.

7. IN this Agreement the term "Covenantees" shall be deemed to include the Covenantees and the persons deriving title under them and "the Vacuum Company" shall be deemed to include their successors and assigns"

3 (09.10.2009) The following are details of the covenants contained in the Transfer dated 1 August 1990 referred to in the Charges Register:-

"The Transferee hereby covenants with the Transferor for the benefit and protection of the whole and every part of any other premises situate within five miles of the Property which at the date hereof is or which during the period of five years from the date hereof may be used owned or occupied by the Transferor as a fuel oils distribution depot or terminal or in respect of such lesser distance or shorter period as shall make the said other premises legally capable of benefitting therefrom or being protected thereby not for the said period of five years from the date hereof to use nor to allow nor

Title number TGL325270

## Schedule of restrictive covenants continued

permit the property or any part thereof to be used or occupied as a fuel oil distribution depot or terminal PROVIDED ALWAYS that this covenant shall not be enforceable against the Transferee if within the said period of five years it disposes of its interest in the Property as long as it shall have obtained a similar covenant from its successors in title"

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 22 NOV 2019 AT 14:23:10. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, CROYDON OFFICE.

TITLE NUMBER: SY257960

There is no application or official search pending against this title.

## A: Property Register

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

CROYDON

- 1 (01.12.1960) 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 east side of Auto Tricity, 226 Whitehorse Road, Croydon.
- 2 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.

## 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 (18.05.2016) PROPRIETOR: AKA LONDON TRADING LIMITED (Co. Regn. No. 09847893) of Morton House, Coombe Park, Kingston Upon Thames KT2 7JB.
- 2 (18.05.2016) The price stated to have been paid on 14 April 2016 for the land in this title and in titles SGL487646 and SY256545 was £1,320,000.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 22 NOV 2019 AT 14:27:15. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: EGL494095

There is no application or official search pending against this title.

## A: Property Register

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

HACKNEY

- 1 (11.10.2005) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 30 Stoke Newington Road, London (N16 7XJ).

## 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 (12.04.2016) PROPRIETOR: AKA LONDON TRADING LIMITED (Co. Regn. No. 09847893) of Morton House, Coombe Park, Kingston Upon Thames KT2 7JB.
- 2 (12.04.2016) The price stated to have been paid on 4 March 2016 for the land in this title and in EGL494096 was £2,250,000.
- 3 (12.04.2016) A Transfer of the land in this title and other land dated 4 March 2016 made between (1) Mehmet Unal Bay and Serpil Bay and (2) AKA London Trading Limited contains purchaser's personal covenants.

*NOTE: Copy filed.*

## C: Charges Register

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

- 1 (11.10.2005) A Conveyance of the land in this title and other land dated 25 March 1885 made between (1) William Amhurst Tyssen Amhurst (2) Charles Selby Bigge and John Mitford and (3) Joseph Dyke and James Miller contains the following covenants:-

"And the said Joseph Dyke and James Miller, do hereby for themselves jointly and each of them doth for himself his heirs and assigns hereby covenant with the said Charles Selby Bigge and John Milford and also as a separate covenant with the said William Amhurst Tyssen Amhurst.

.....  
..

that no trade or business shall at any time hereafter be carried on in or upon any part of the land hereinbefore appointed in the rear of the present houses situate in Stoke Newington Road aforesaid or in or upon any building to be erected thereon which shall be noxious noisome or



Title number EGL494095

## C: Charges Register continued

offensive or be a nuisance to or disturbance of the Lessees tenants or occupiers of premises forming part of the said Tyssen Amhurst Estate adjoining or near thereto."

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 22 NOV 2019 AT 14:18:54. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, WALES OFFICE.

TITLE NUMBER: AGL464044

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

BARNET

- 1 (20.12.2018) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being 424 Finchley Road, London (NW2 2HY).

NOTE: The premises are on the ground floor.

- 2 (20.12.2018) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE: The easements granted in clause 3.1(g) are included in the title only so far as they are capable of subsisting at law and relate to the land comprised in the landlord's title NGL413934 at the date of the grant of the lease.

- 3 (20.12.2018) A Conveyance of Nos. 422 and 424 Finchley Road dated 21 July 1926 made between (1) Hubert Archibald Thompson and (2) Thoams Throup contains the following exception and this registration takes effect subject thereto:-

"The walls at the rear and on the south eastern side of the property hereby conveyed being expressly excepted from this Conveyance"

- 4 (20.12.2018) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 7 October 1981 referred to in the Charges Register.

- 5 (20.12.2018) The Transfer dated 7 October 1981 referred to in the Charges Register contains a declaration as to the repair and maintenance of structures and an agreement and declaration as to party walls and the maintenance and repair of the roof.

- 6 (20.12.2018) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 17 December 2018  
Term : 15 years beginning on and including 17 December 2018 and ending on and including 16 December 2033  
Parties : (1) Basic Properties Limited  
(2) Taklamakan Ltd

- 7 (20.12.2018) The Lease prohibits or restricts alienation.

- 8 (20.12.2018) The landlord's title is registered.

Title number AGL464044

## 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 (20.12.2018) PROPRIETOR: TAKLAMAKAN LTD (Co. Regn. No. 10034546) of Flat 43, Grimthorpe House, Percival Street, London EC1V 0BS.
- 2 (20.12.2018) The price, other than rents, stated to have been paid on the grant of the lease was £30,000.

## C: Charges Register

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

- 1 (20.12.2018) A Transfer of the freehold estate in the land in this title and other land dated 7 October 1981 made between (1) Virginia Lodge Properties Limited and (2) Linda Stern contains restrictive covenants.

*NOTE: Copy filed under NGL413934.*

End of register