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- This official copy shows the entries on the register of title on 27 MAY 2022 at 16:31:06.
- 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 27 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, Nottingham Office.

## A: Property Register

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

KENT : TUNBRIDGE WELLS

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the west of Mount Pleasant Road, Tunbridge Wells.

NOTE: The tunnel beneath the land hatched blue on the title plan is excluded from the title.

- 2 The land edged and numbered 1 in blue on the title plan has the benefit of the following rights granted by a Conveyance thereof dated 5 November 1971 made between (1) John Roland Chandley Mew (Vendor) and (2) The Customs Annuity And Benevolent Fund Incorporated (Purchaser):-

"TOGETHER ALSO WITH the right (in common with all others so entitled) for the Purchaser and its successors in title owner or owners for the time being of the said piece of land and all persons authorised by it or them with or without vehicles to pass and repass over and along the roadway coloured brown on the said plan and to construct accesses thereto from the said piece of land hereby conveyed subject to the payment of a fair proportion according to user of the costs and expenses of maintaining repairing relaying or renewing the said roadway such proportion to be determined by the Surveyor for the time being of the owner of such roadway."

NOTE: The roadway coloured brown is tinted brown on the title plan.

- 3 The Conveyance dated 5 November 1971 referred to above is expressed to grant the following rights:-
 

"TOGETHER ALSO WITH the right so far as the Vendor can grant the same to pass and repass over and along the private roads known as Lonsdale Gardens and Clanricarde Road Tunbridge Wells aforesaid with or without motor vehicles subject to the payment of a fair proportion of the costs of maintaining repairing and relaying and renewing the said private roads."

- 4 (08.09.2016) A new title plan based on the latest revision of the Ordnance Survey Map showing the land added to the title by edging and numbering 2 to 7 (inclusive) in blue has been prepared.

- 5 The land edged and numbered 6 in blue on the title plan has the benefit

## A: Property Register continued

of the rights granted by but is subject as mentioned in the Conveyance dated 31 January 1900 referred to in the Charges Register in the following terms:-

"Together also with the right of user in the ordinary manner and for all ordinary purposes (including the right of drainage thereunder) of Clanricarde Road and Lonsdale Gardens and all other roads on the Estate of which the hereditaments hereby conveyed form part And (until the Bank coloured yellow in the said Plan is removed pursuant to the covenant in that behalf hereinafter contained) together also with the right of way over the same for all purposes to enable the Purchaser and her successors in title to derive the full benefit and advantage of the right of user of the said roads hereinbefore conveyed.

Subject to the right of the South Eastern Railway Company to maintain the existing Tunnel near the Mount Pleasant Road frontage (so far as the same is now enforceable) created by an Indenture made the twentieth day of March One thousand eight hundred and forty seven between Thomas Thomson of the first part Arthur Dyott Thomson of the second part and the South Eastern Railway Company of the third part.

### Explanatory Notes

1. The Purchaser is to retain the existing right to hang the entrance gate to the brick pier at point A on plan.

2. The Vendors retain a strip of land about 4 inches wide along the western boundary commencing at Point A and running towards the south as indicated by the dotted line and darker coloured thereby including the whole of the piers of this boundary wall subject to the above right. The Vendors also retain the right to the cornice and eaves to their building marked B projecting as now over the land of the purchaser to the extent of about 16 inches.

3. The extreme Western boundary includes the hedge as indicated the Vendors retaining the right of user of the brick pier.

4. The Vendors reserve such right of drainage as may now exist through the land conveyed with access in respect thereof to the manhole adjacent to the Building marked B until the same is altered or diverted by mutual consent."

NOTE: The points A and B referred to are shown marked A and B in mauve on the title plan and the land coloured yellow is shown hatched brown on the title plan.

- 6 The land edged and numbered 5 and 7 in blue on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 11 October 1926 referred to in the Charges Register:-

"Subject to the right of the Southern Railway Company to maintain the existing Tunnel near the Mount Pleasant Road frontage created by an Indenture made the twentieth day of March One thousand eight hundred and forty seven between Thomas Thomson of the first part Arthur Dyott Thomson of the second part and the South Eastern Railway Company of the third part.

Together also with full rights of way at all times and for all purposes for the Purchaser over and along the roadway situate in the rear of the said demised premises and known as Clanricarde Road and the continuations thereof and into Mount Pleasant Road Except and reserving unto the Vendors and their successors in title the free and uninterrupted passage and running of water and soil from the buildings and land of the Vendors and their tenants adjoining or near to the said premises through the drains sewers and watercourses which are now or may hereafter be in or under the said premises and also the right for the Vendors and their tenants to enter at reasonable times upon the said premises for the purpose of altering or repairing any adjoining property the Vendors making good all damage occasioned thereby."

- 7 (20.09.2001) The land edged and numbered 4 in blue on the title plan and the ground and first floors and rear access of the land edged and

## A: Property Register continued

numbered 3 in blue on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 9 May 1960 referred to in the Charges Register:-

"TOGETHER with the benefit of such rights as are enjoyed by the Vendors to pass and repossess over and along the Private Road known as Lonsdale Gardens and Clanricarde Road being the means of access from the Public Road known as Mount Pleasant aforesaid to the rear of number 41 Mount Pleasant aforesaid with or without motor vehicles but subject to the payment of a fair proportion to be determined by the Vendors Surveyor for the time being whose determination shall be final and binding towards the cost of maintaining repairing relating or renewing the said private roads known as Lonsdale Gardens and Clanricarde Road TOGETHER ALSO with the right to pass with or without vehicles (in common with all others entitled or become entitled to the like right) over and along the service road recently made by the Vendors to Clanricarde Road aforesaid to the approximate rear of number 41 Mount Pleasant aforesaid and the adjoining shop the approximate position of such service road is shown on the said plan attached hereto and thereon coloured brown subject to the payment of a fair proportion to be determined by the Surveyor for the time being of the owners of the soil of the said service road whose decision shall be final and binding and the expense paid or payable in respect of maintaining repairing relaying or renewing the said service road AND TOGETHER FURTHER with the benefits and reservations of a right of support and way water and drainage reserved out of a Conveyance dated twenty-fourth day of June One Thousand nine hundred and fifty-seven of the property known as numbers 33 35 37 and 39 Mount Pleasant aforesaid and made between the Vendors of the first part Herbert Hyman Gluckman of the second part and Co-Operative Insurance Society Limited of the third part excepting unto the owner or owners for the time being of the adjoining or neighbouring Properties known as Clanricarde House and all parts thereof and known as Numbers 33 35 37 and 39 Mount Pleasant Tunbridge Wells aforesaid all such rights easements quasi rights and quasi easements of support right overhang and any privileges benefits and rights in the nature of easements at the present time existing as though the property hereby conveyed and the said adjoining or neighbouring properties had heretofore belonged to different owners and such rights and easements quasi rights and quasi easements and privileges had been acquired by prescription."

*NOTE 1: Copy plan filed under K830127.*

NOTE 2: The Conveyance dated 24 June 1957 referred to above was not supplied on first registration.

- 8 (04.03.1999) A Deed dated 22 February 1999 made between (1) David George White, Roger Frederick Joye and Anthony Ivor Rose and (2) Kenneth Edgar Reeves, Andrew James Macdonald Brown, Eric Nicholas Benson and Deborah Frances Flute is expressed to grant rights of way and drainage for the benefit of the land edged and numbered 2 on the title plan and the part above the ground and first floors and rear access of the land edged and numbered 3 on the title plan.

- NOTE: Copy filed under K766853.

- 9 (16.11.2016) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (11.05.2016) PROPRIETOR: PRIME FINANCE (TUNBRIDGE WELLS) S.A.R.L (incorporated in Luxembourg) of 61 Avenue De La Gare, 4th Floor, L-1611, Luxembourg and care of Farrer & Co LLP, 66 Lincoln's Inn Fields, London WC2A 3LH.

## B: Proprietorship Register continued

- 2 (11.05.2016) 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.
- 3 (04.07.2018) The proprietor's address for service has been changed.

## C: Charges Register

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

- 1 The land edged and numbered 1 in blue on the title plan is subject to the rights granted by a Deed of Grant and Conveyance dated 20 March 1847 made between (1) Thomas Thomson and Arthur Dyott Thomson and (2) The South Eastern Railway Company.

*NOTE: Copy Abstract Extract filed.*

- 2 The land edged and numbered 1 in blue on the title plan is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 23 April 1954 made between (1) Sarah Sanders (Vendor) and (2) Messieurs W. Goodacre And Co. Limited (the company):-

EXCEPT AND RESERVING unto the Vendor and her successors in title the free and uninterrupted passage and running of water and soil from the buildings and land of the Vendor and her tenants adjoining or near to the said premises through the sewers drains and watercourses which are now or may thereafter be in or under the said premises.

- 3 A Conveyance of the land edged and numbered 6 in blue on the title plan and other land dated 31 January 1900 made between (1) Daniel Neale Howell (First Mortgagee) (2) Edwin Low (Second Mortgagee) (3) Victor Howard Low and William Popplewell Bloxam (Vendors) and (4) Mary Emily Fanny Bisshopp (Purchasers) contains the following covenants:-

"AND the Purchaser doth hereby covenant with the Vendors

TO contribute a rateable proportion of the expense of maintaining the said Roads until the same shall be taken to by the Parish such proportion to be according to the frontage of part of the said hereditaments to Clanricarde Road."

- 4 A Conveyance of the land edged and numbered 5 and 7 in blue on the title plan and other land dated 11 October 1926 made between (1) Frank Tiernay and Cyprian Charles Oswald Whiteley (Vendors) and (2) Emily Gertrude Brackett (Purchaser) contains the following covenants:-

"The Purchaser for herself her heirs and assigns to the intent and so as to bind (so far as practicable) the property and premises hereby assured into whosoever hands the same may come and to benefit and protect the Belvedere Park Estate aforesaid of which the said land forms part but not so as to render the Purchaser personally liable in damages for any breach of covenant committed after she shall have parted with all interest in the premises in respect of which such breach shall occur hereby covenants with the Vendors and each of them that she the Purchaser and all persons deriving title under her will henceforth perform and observe the restrictive and other covenants set forth in the Second Schedule thereto.

THE SECOND SCHEDULE before referred to

(1) Not to erect any new buildings on the property or make any material alteration in the external construction or elevation of the existing dwellinghouse without the license in writing of the Vendors or their successors in title first obtained.

(2) To observe the existing building lines in Mount Pleasant Road and Clanricarde Road.

(3) To pay and contribute a rateable or due proportion of the expenses of repairing and cleansing all ways roads pavements sewers drains pipes watercourses party walls or fences or other conveniences which shall belong to or be used for the said premises or any additional buildings

## C: Charges Register continued

which may be erected as aforesaid in common with other premises near adjoining thereto such proportion in case of difference to be settled by the Surveyor for the time being of the Vendors to be paid to the Vendors on demand.

(4) Not to do or suffer to be done in or upon the said premises any act or thing which shall or may be or become a nuisance damage or annoyance to the Vendors or their tenants or other occupiers of any of the adjoining houses or the neighbourhood but use the same as a private dwellinghouse or private flats only or a private dwellinghouse or private flats with the necessary chambers or offices attached for carrying on and exercising the practice and profession of a Barrister-at-Law Solicitor Architect Physician Surgeon or Surgeon Dentist or any other similar practice or profession."

- 5 By a Deed dated 19 May 1930 made between (1) Emily Gertrude Brackett (1) and Sarah Saunders (2) the covenants contained in the Conveyance dated 11 October 1926 referred to above were expressed to be released.

*NOTE: Copy filed under K746455.*

- 6 A Conveyance of the land edged and numbered 5, 6 and 7 in blue on the title plan dated 28 October 1935 made between (1) Joseph Osborn Fairbrother (Vendor) and (2) The Mayor Commonalty and Citizens of London Governors of the Possession revenues and goods of the Hospital of Edward King of England the Sixth of Christ Bridewell and Saint Thomas the Apostle as Governors of Christ's Hospital (Christ's Hospital) contains the following covenants:-

"Christ's Hospital 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 Christ's Hospital only so long as they are the owners of the same hereditaments and with the object and intention of affording to the Vendor and his estate a full and sufficient indemnity but not further or otherwise hereby covenant with the Vendor that Christ's Hospital and their successors in title will at all times hereafter observe and perform the restrictive and other covenants contained in the said Deed of Release and Arrangement dated the nineteenth day of May One thousand nine hundred and thirty and also the restrictions and stipulations set forth in the Third Schedule hereto and keep the Vendor and his estate and effects fully indemnified against all actions proceedings costs damages claims and demands whatsoever on account thereof.

THE THIRD SCHEDULE above referred to

### Restrictive Covenants

(1) To contribute as appurtenant to the premises coloured pink on the said plan a rateable proportion of the expense of maintaining Clanricarde Road (sometimes called Clanricarde Gardens) and Lonsdale Gardens aforesaid and all other roads on the Estate of which the said hereditaments coloured pink formerly formed part until the same shall be taken over by the Local Authority such proportion to be according to the frontage of the said hereditaments coloured pink to Clanricarde Road aforesaid and to indemnify the Vendor in respect thereof."

- 7 (31.10.1996) The land edged and numbered 2 in blue on the title plan and the part above the ground and first floors and rear access of the land edged and numbered 3 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 18 August 1954 made between (1) Sarah Sanders (Vendor) and (2) Border Properties Limited (Company):-

Except and Reserving unto the Vendor and her successors in title the free and uninterrupted passage and running of water and soil from the buildings and land of the vendor and her tenants adjoining or near to the said premises through the sewers drains and watercourses which were then or might thereafter be in or under the said premises And also the right for the Vendor and her tenants to enter at reasonable times upon the said premises for the purpose of altering or repairing any adjoining property she and they making good all damage occasioned thereby.

## C: Charges Register continued

8 (20.09.2001) By a Conveyance of the land edged and numbered 4 in blue on the title plan and the ground and first floors and rear access of the land edged and numbered 3 in blue on the title plan dated 9 May 1960 made between (1) Border Properties Limited (Vendor) and (2) The Royal National Pension Fund For Nurses (Purchaser) the land was conveyed subject as follows:-

"Subject to:-

(1) The right of British Railways of making and maintaining a tunnel under the property hereby conveyed as more particularly granted or described in as Indenture dated the Twentieth day of March One Thousand eight hundred and forty-seven and made between Thomas Thomson of the first part Arthur Dyott Thomson of the second part and the South-Eastern Railway Company of the third part."

NOTE: The Indenture dated 20 March 1847 was not supplied on first registration.

9 (15.01.2004) Until 30 March 2032 the land tinted pink on the title plan is subject to such liability (if any) as may affect it by reason of restrictive covenants contained in a Transfer of part of the land in this title dated 30 March 1972 made between (1) Essoldo (Cinemas) Limited and (2) The Classic Cinemas Limited.

*NOTE: Copy filed under K277888.*

10 (15.01.2004) Until 12 May 2033 the land tinted pink on the title plan is subject to such liability (if any) as may affect it by reason of restrictive covenants contained in a Transfer of part of the land in this title dated 1 December 2000 made between (1) ABC Cinemas Limited and (2) Grange Estates Limited.

*NOTE: Copy filed under K277888.*

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

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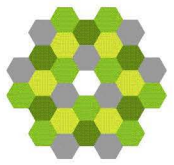
This official copy is issued on 27 May 2022 shows the state of this title plan on 27 May 2022 at 16:31:06. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Nottingham Office .



# HM Land Registry

## Official copy of title plan

Title number **K372657**  
Ordnance Survey map reference **TQ5839SW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Kent : Tunbridge Wells**



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