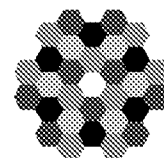


The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number **WSX148305**

Edition date **24.02.2006**

- This official copy shows the entries on the register of title on 18 FEB 2014 at 13:15:44.
- 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 18 Feb 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Durham Office.

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.

WEST SUSSEX : ARUN

- 1 (13.10.1989) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 2A, 63 South Terrace, Littlehampton, (BN17 5LG).

NOTE: As to the part tinted blue on the filed plan only the upper ground floor flat and garden store are included in the title.

- 2 Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 22 September 1989
 Term : 99 years from 25 March 1981
 Rent : £50 and as therein mentioned
 Parties : (1) Ian MacLeod Robertson
 (2) Cecily Enid Smith
- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 The lessor's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

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 (05.08.1996) PROPRIETOR: MALCOLM JOHN WERNHAM of Ground Floor Flat 2A, 63 South Terrace, Littlehampton, W Sussex.
- 2 (05.08.1996) The covenants implied under section 24(1)(a) of the Land Registration Act 1925 in the Transfer to the proprietor are modified.

C: Charges Register

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

- 1 A Conveyance of the freehold estate in the land in this title and other land dated 28 April 1902 made between (1) The Most Noble Henry Duke of Norfolk (2) The Right Honourable Marmaduke Francis Lord Herries Baron Herries and The Honourable Ralph Drury Kerr and (3) Walter Wallis contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 28 April 1902 referred to in the Charges Register:-

"Walter Wallis for himself and his assigns so as to bind so far as he legally can the assigns of the said premises but not so as to create any liability in himself his heirs executors or administrators after he shall have ceased to have any legal or beneficial interest in the said premises hereby covenants with the said Henry Duke of Norfolk and as a separate covenant with the person or persons from time being subject to the uses of the said Indenture of Settlement and any future resettlement or resettlements of such hereditaments that he the said Walter Wallis his heirs and assigns will not only during the life of the said Henry Duke of Norfolk and after his death during the life or lives of the person or persons now living or hereafter from time to time entitled to the hereditaments at Littlehampton aforesaid for the time being subject to the uses of the said Indenture of settlement or of any future Settlement or resettlements of such hereditaments but at all times hereafter perform and observe the several stipulations and provisions contained in the Schedule hereto in relation to the said premises

THE SCHEDULE referred to in the foregoing Indenture

1. THE messuages and all buildings erected on the pieces of ground conveyed by the foregoing Indenture shall at all times be kept in substantial repair

2. No other buildings than the messuages or buildings now standing on the said pieces of ground shall be erected on the same or any part thereof without the previous consent in writing of the said Henry Duke of Norfolk during his life or after his death of the person or persons now living or hereafter born for the time being entitled to possession or receipt of the rents and profits of the hereditaments at Littlehampton aforesaid for the time being subject to the uses of the said Indenture of Settlement recited in the foregoing Indenture or any future resettlement or resettlements of such hereditaments or his or their agent for the time being

3. The elevation of the said messuages and buildings shall not be altered without previous consent as aforesaid

4. In case of the said messuages and buildings or any or either of them or any part thereof being burnt down or damaged by fire or destroyed or damaged by violent tempest the same or the part or parts so burnt down destroyed or damaged shall be rebuilt or reinstated within twelve

Schedule of restrictive covenants continued

calendar months thereafter as near as may be to the former elevation according to plans to be submitted to and approved by and to the satisfaction of the said Henry Duke of Norfolk or other the person or persons aforesaid

5. In case the said messuages and buildings or any or either of them or the part or parts thereof so burnt down destroyed or damaged shall not be rebuilt or reinstated within 12 calendar months thereafter in accordance with the last preceding stipulation and provision the said Henry Duke of Norfolk or other the person or persons aforesaid shall have the option to be signified to the said Walter Wallis his heirs or assigns or left at or upon the said premises within six calendar months after the expiration of the said period of 12 calendar months by some writing signed by or on behalf of him or them or his or their agent for the time being of repurchasing the said pieces of ground and premises or one or more of them as the case may be for the sum of £176.9.0 as regards the said premises first described and a like sum as regards each of the premises secondly thirdly and fourthly described and in case of damage only such further sum as may be agreed upon as the value of the buildings remaining upon the said premises in their then damaged state or in case of difference as shall be settled as such value by arbitration under the stipulation or provision in that behalf hereinafter contained and upon payment of such repurchase money the same premises shall be reconveyed accordingly.

6. In case the said messuages and buildings or any or either of them or any part thereof shall become out of repair so as to be unfit for habitation it shall be lawful for the said Henry Duke of Norfolk or such other person or persons as aforesaid to give to the said Walter Wallis his heirs or assigns or leave at or upon the said premises a notice in writing requesting him or them to put the same in substantial repair and so as to fit for habitation within three calendar months after the giving or leaving of such notice and if the said notice shall not be fully complied with within three calendar months the said Henry Duke of Norfolk or other the person or persons aforesaid shall have the option to be signified as aforesaid by such notice of repurchasing the said pieces of ground and the messuages and buildings then standing thereon or either or any of them as the case may be for the sums or sum aforesaid and such further sum as may be agreed upon as the value of the said messuages and buildings or messuages and buildings in their then state of repair or in case of difference as shall be settled as such value by Arbitration under the stipulation or provision in that behalf hereinafter contained and upon payment of such repurchase money the said premises shall be reconveyed accordingly

7. In case the option referred to in the last two preceding stipulations and provisions shall be exercised the person or persons exercising the same shall pay the reasonable expenses of the said Walter Wallis his heirs and assigns in deducing the title to the premises (but to such extent only as such person or persons shall require) and of the execution of the conveyance in other respects the sale shall be treated as a sale within the third section of the Conveyancing and Law of Property Act 1881 or any statutory modification or extension thereof or substitution for the same for the time being and the said Walter Wallis his heirs or assigns shall be and he hereby declared that he and they will be Trustees for the purpose of giving effect to the said option of repurchase

8. In all cases of difference arising under these stipulations or provisions respectively the question in difference either as to value or otherwise shall be referred to two arbitrators one to be appointed by each party pursuant to and so as with regard to the mode and consequence of the reference to conform to the provisions in that behalf of the Arbitration Act 1889 or any statutory extension or modification or substitution for the same for the time being

9. No message or building on the said pieces of ground or any part thereof shall be used as a public or private Lunatic Asylum or for the residence of any person or persons being a patient or patients of any public or private Lunatic Asylum or of any person or persons having the control or care of any such patient or patients or having the control or care of any person or persons of unsound mind not being such patient or patients as aforesaid or for a Hospital Convalescent Home Hotel

Schedule of restrictive covenants continued

Public House or Beershop or for a Licensed Public Refreshment House or for any immoral purpose or for any noisome or offensive trade or business or for the display of any advertisement but shall be kept and used as a private residence only but this is not to prevent the said messuages and premises being let as Lodginghouses or Boarding houses or for Furnished Apartments or for the residence of a School Keeper or of a member of the legal or medical professions (including dentists) but no brass or other plate of a larger size than 24 inches by 12 inches is to be placed on any part of the said premises"

End of register