



**AUCTION PACK**  
**For**  
**Plot A Crete Road Folkstone**  
**CT18 7JH**

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 TT15116

Edition date 04.09.2019

- This official copy shows the entries on the register of title on 18 OCT 2022 at 12:44:37.
- 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 Oct 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 : FOLKESTONE AND HYTHE

- 1 (23.08.2002) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Plot A, Crete Road East, Folkestone.
- 2 (21.06.2013) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 15 March 2013 referred to in the Charges Register.
- 3 (21.06.2013) The Transfer dated 15 March 2013 referred to above contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

## 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 (04.04.2014) PROPRIETOR: JAYESH BHAGATSINGH SOLANKI of 131 Gladstone Road, London SW19 1QS.
- 2 (04.04.2014) The price stated to have been paid on 14 March 2014 was £120,000.
- 3 (04.04.2014) 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 (23.08.2002) A Conveyance dated 5 April 1920 made between (1) The Rt Hon Jacob Earl of Radnor (2) William Henry Perry Leslie and Frank Chaplin and (3) Alfred Charles Aird contains restrictive covenants but

## C: Charges Register continued

neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

- 2 (21.06.2013) A Transfer of the land in this title dated 15 March 2013 made between (1) Walter Mark Collins (Transferor) and (2) Dugal Brodie Millar (Transferee) contains restrictive covenants.

*NOTE: Copy filed.*

End of register

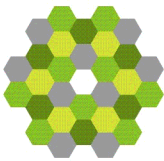
**These are the notes referred to on the following official copy**

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

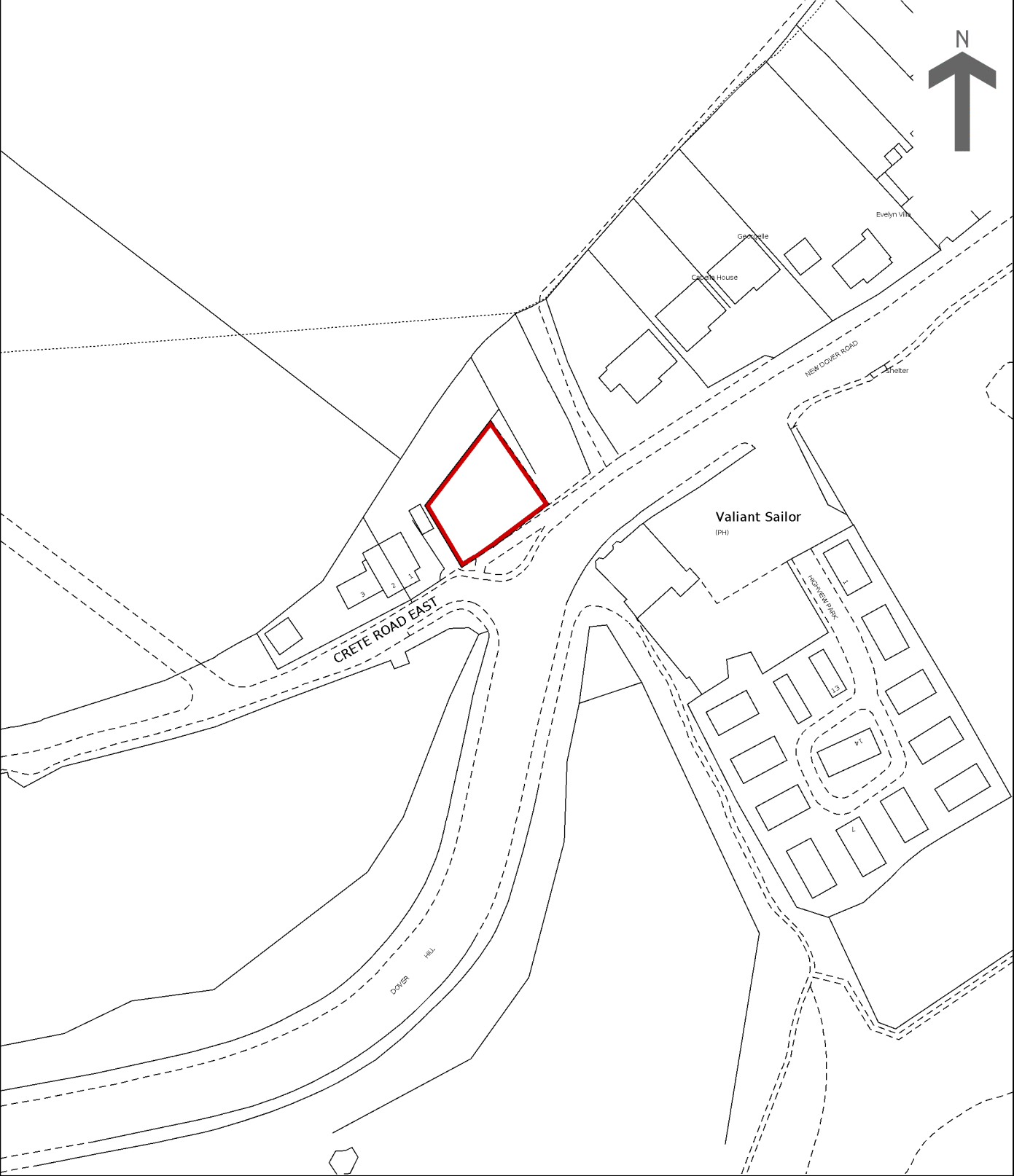
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 18 October 2022 shows the state of this title plan on 18 October 2022 at 12:44:37. 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 .



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20/4

COPIES OF THIS GRANT ARE NOT VALID UNLESS  
THEY BEAR THE IMPRESSED SEAL OF THE COURT  
**IN THE HIGH COURT OF JUSTICE**  
**Principal Registry of the Family Division**

BE IT KNOWN that **JAYESH KUMAR BHAGATSINGH SOLANKI**

of

died on the **31st** day of **October 2017**  
domiciled in **England and Wales** **INTESTATE**

AND BE IT FURTHER KNOWN that Administration of all the estate which by law devolves to and vests in the personal representative of the said deceased was granted by the High Court of Justice on this date to


**AYSE SOLANKI** of

and

**FATMA HATIPOGLU** of

It is hereby certified that it appears from information supplied on the application for this grant that the gross value of the said estate in the United Kingdom amounts to £2,081,560 and the net value of such estate amounts to £1,798,851

DATED the **28th** day of **February 2019**

  
**DISTRICT REGISTRAR / PROBATE OFFICER**

Extracted personally

ADMINISTRATION

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

Title Number TT15116

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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



# Land Registry

## Transfer of part of registered title(s)



# TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: Part of K843881
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Plot A, Crete Road, Capel-de-Ferne, Folksetone, Kent  The property is identified <input type="checkbox"/> on the attached plan and shown:  <input checked="" type="checkbox"/> on the title plan(s) of the above titles and shown: edged red
4	Date: 15 March 2013
5	Transferor: Walter Mark Collins  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Dugal Brodie Millar  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: 17 The Ridings Liss Hampshire GU33 7RP

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 - *Joint property ownership* and Practice Guide 24 - *Private trusts of land* for further guidance. These guides are available on our website [www.landregistry.gov.uk](http://www.landregistry.gov.uk)

<b>8</b>	<b>The transferor transfers the property to the transferee</b>
<b>9</b>	<b>Consideration</b>  <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): One hundred and twenty thousand     £120,000.00 pounds.  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate:
<b>10</b>	<b>The transferor transfers with</b>  <input checked="" type="checkbox"/> full title guarantee  <input type="checkbox"/> limited title guarantee  (a) The words "at his own cost" in section 2(1)(b) of the LPMFA 1994 are deleted and substituted by the words "at the cost of the person requiring compliance with this covenant"  (b) The covenants set out in sections 3 and 4(1)(b) of the LPMFA 1994 shall not extend to any breach of the Lease relating to the physical state or condition of the property.
<b>11</b>	<b>Declaration of trust. The transferee is more than one person and</b>  <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants  <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

## 12 Additional provisions

### Definitions

The following definitions apply.

**Accessway:** the private driveway forming part of the Property and the Retained Land and for illustrative purposes only is shown coloured brown on the Plan attached to this transfer.

**Charges:** the charges appearing at entry 1 of the charges register of title number K843881 as at 18 July 2012 at 11:13:42

**Contract for Sale:** the agreement between the Transferor and the Transferee for the Transferee to purchase the Property from the Transferor dated February 2013

**LPMPA 1994:** the Law of Property (Miscellaneous Provisions) Act 1994.

**Plan:** means the plan attached to this transfer

**Planning Permission:** the planning permission granted by the Shepway District Council numbered Y12/0394/SH dated 14 June 2012.

**Retained Land:** the freehold property at Plot B Crete Road, Capel-de-Ferne, Folkestone, Kent shown edged in green on the plan attached to this transfer and being the remainder of the land (excluding the Property) registered at HM Land Registry with title absolute under title number K843881

**Services:** heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those Services and their Service Media

**Service Media:** means any pipe drain culvert sewer flue duct trunk gutter wire cable optic fibre conduit channel and other medium for the passage or transmission of Services and all ancillary equipment or structures.

**Transferor:** means the transferor referred to in panel of this transfer and its successors in title and assigns

**Transferee:** means the transferee referred to in panel of this transfer and its successors in title and owners for the time being of the Property or any part of parts of the Property.

12.1 The disposition effected by this transfer is subject to:

(a) any matters discoverable by inspection of the Property before the date of the Contract for Sale;

(b) any matters which the Transferor does not and could not reasonably know about;

(c) any matters, other than the Charge, disclosed or

which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;

(d) any matters, other than the Charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 18 July 2012 at 11:13:42 under title number K843881;

(e) any notice, order or proposal given or made by a body acting on statutory authority; and

(f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;

12.2 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

12.3 The Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

12.4 The Transferee covenants, by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the charges registers of K843881 in so far as they are subsisting and capable of taking effect and keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

#### Rights granted for the benefit of the property

12.5 The following rights are granted and reserved to the Transferee the owners and occupiers of the Property from time to time (including the owners and occupiers for the time being of any dwellings to be erected on the Property) and all those authorised by it or them for the benefit of the Property in common with all others entitled to like rights from time to time:

a) a right of support from the Retained Land so far as the same is enjoyed at the date of this transfer

b) to divert realign or otherwise alter any Service Media within the Property which serves the Retained Land provided that the use of such Service Media and the transmission of Services to the Retained Land is not materially interrupted or diminished other than for brief temporary periods

c) to enter upon the Retained Land for the purposes of repairing maintaining any buildings or fences or other structures erected or to be erected on the Property and for such purposes to erect maintain use and dismantle scaffolding on the Retained Land making good any damage occasioned by the exercise of such right

d) To install within the route of the Accessway and thereafter use new Service Media for the benefit of the Property at positions to be agreed with the Transferor acting reasonably and for that purpose to enter upon so much of the Retained Land but no more of than is reasonably necessary provided the Transferor shall be entitled to alter the position and route of such connections from time to time at the cost of the Transferor so long as the exercise of the right set out in clause 12.6 and the transmission of the Services to the Property is not materially interrupted or diminished

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

#### Rights reserved for the benefit of other land

12.6 The following rights are reserved to the Transferor the owners and occupiers of the Retained Land from time to time (including the owners and occupiers for the time being of any dwellings to be erected on the Retained Land) and all those authorised by it or them for the benefit of the Retained Land in common with all others entitled to like rights from time to time:

a) Subject to the Transferor paying one half of the cost of maintenance and repair of that part of the Accessway within the Property, the right for the Transferor and those authorised by it or them in common with the Transferee and other persons having the same right to pass with or without vehicles over and along that part of the Accessway within the Property at all times for all purposes connected with the construction and subsequent use of the Transferor's Retained Land as a single private dwelling house but not for any other purpose but subject to any temporary interruption from construction maintenance or repair provided that such work is carried out as quickly as possible and ensuring adequate access is maintained.

b) to break open so much but no more of the Property as may be reasonably necessary and to make connections with any Service Media now or at any time in the future within the Property and for that purpose to enter upon so much but no more of than is reasonably necessary provided the Transferee shall be entitled to alter the position and route of such connections from time to time at the cost of the Transferee so long as the exercise of the right set

out in clause 12.6 (d) and the transmission of the Services to the Retained Land is not materially interrupted or diminished.

c) to break open and install in under over or through the Accessway any Service Media for the benefit of the Retained Land and each and every part of it and for such purposes to enter upon so much of the Accessway as is reasonably necessary and to temporarily interrupt the Accessway in order to do so causing as little inconvenience to the Transferee as possible.

d) to use the Service Media referred to in paragraphs 12.6 (b) and 12.6 (c) of this transfer for the passage of Services to and from the Retained Land and each and every part of it

e) to inspect cleanse maintain reinstall improve or renew the said Service Media referred to in paragraphs 12.6 (b) and 12.6 (c) if this transfer and for such purposes to enter upon so much of the Property and Accessway as is reasonably necessary

f) to enter onto so much of the Accessway as may be necessary for the purposes of carrying out the development of the Retained Land and the erection of any buildings and the foundations of such buildings forming part of such development and for such purposes to erect maintain use and dismantle scaffolding on the Property making good any damage occasioned by the exercise of such right

g) to enter upon the Property for the purposes of repairing maintaining any buildings or fences or other structures erected or to be erected on the Retained Land and for such purposes to erect maintain use and dismantle scaffolding on the Property making good any damage occasioned by the exercise of such right

h) to divert realign or otherwise alter any Service Media within the Retained Land which serves the Property provided that the use of such Service Media and the transmission of Services to the Property is not materially interrupted or diminished other than for brief temporary periods any that any new Service Media are as commodious as those altered

i) a right of support from the Property

j) at any time to erect or allow to be erected any buildings or other structures (and to alter any such buildings or other structures) now standing or hereafter to be erected on any part of the Retained Land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may hereafter be erected on to the Property

Include words of covenant.

#### **Restrictive covenants by the transferee**

12.7 The Transferee covenants with the Transferor so as to bind the Property and each and every part of it whoever may be the owner of it so that the benefit is annexed to each and every part of the Retained Land to observe and perform the following covenants and it is declared that the Transferee will not be liable for any breach of covenants after it has parted with all interest or possession of the Property:

- a) not to obstruct the Accessway except for any temporary works of construction or maintenance provided that such works shall be carried out as quickly as possible and ensuring adequate access is maintained.
- b) not to interfere with the Service Media which serves or in the future will serve the Retained Land subject to the rights for the Transferee to alter the position of any Service Media as referred to in clause 12.6 (h)
- c) not to do anything on the Property which is a nuisance or annoyance to the Transferor or its successors in title to the Retained Land and "nuisance or annoyance" means anything which materially affects the use or enjoyment of the Retained Land provided that, for the avoidance of any doubt, the development of the Property shall not be a breach of this covenant

Include words of covenant.

#### **Restrictive covenants by the transferor**

12. 8 The Transferor covenants with the Transferee so as to bind the Retained Land and each and every part of it whoever may be the owner of it so that the benefit is annexed to each and every part of the Property to observe and perform the following covenants and it is declared that the Transferor will not be liable for any breach of covenants after it has parted with all interest or possession of the Retained Land:

- a) not to obstruct the Accessway except for any temporary works of construction or maintenance provided that such works shall be carried out as quickly as possible and ensuring adequate access is maintained.
- b) not to do anything on the Retained Land which is a nuisance or annoyance to the Transferee or its successors in title to the Property and "nuisance or annoyance" means anything which materially affects the use or enjoyment of the Property provided that, for the avoidance of any doubt, the development of the Retained Land shall not be a breach of this covenant
- c) not to interfere with the Service Media which serves or in the future will serve the Property subject to the rights for the Transferor to alter the position of any Service Media as referred to in clause 12.5 (b)



Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

## Other

### **Covenants by the Transferee**

12.9 The Transferee will, at the joint expense of the Transferor, lay out the Accessway in accordance with the requirements of the conditions 9 and 10 of the Planning Permission in the following stages with half of all costs incurred by the Transferee in relation to the materials and construction of the Accessway at each stage being contributed by the Transferor on demand:

a) to construct a temporary accessway being of sub-base only across the Property (or if earlier the dwelling on the Retained Land) to connect to the Retained Land sufficient to allow access for workmen plant and machinery and construction traffic to undertake the development of the Property and the Retained Land.

b) Upon completion of the development of the dwelling on the Property to complete the final surface of the Accessway within the Property in accordance with condition 10 of the Planning Permission.

12.10 To comply with the provisions of the Planning Permission in so far as they apply to the Property and on or before occupation of the dwelling on the Property to lay out and complete the hardstanding Accessway and turning area coloured blue on the Plan within the Property as required by condition 9 of the Planning Permission.

12.11 Subject to a contribution from the Transferor of 50% of all costs to maintain repair clean renew and replace that part of the Accessway within the Property and any jointly used Service Media.

### **Covenants by the Transferor**

12.12 The Transferor covenants with the Transferee, for the benefit of the Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it, to pay to the Transferee and the Transferee's successors in title to the Property on written demand 50% of the costs properly incurred by the Transferee of keeping that part of the Accessway within the Property and any jointly used Service Media within the Property in good repair maintenance and condition.

12.13 At the request of the Transferee made at any time prior to completion of the development of the Property to grant any wayleaves or easements to relevant authorities or service providers in respect of Service Media provided that:

a) such wayleaves or easements shall not contain unduly onerous provisions which are unacceptable to the Transferor acting reasonably; and



b) such wayleaves or easements have first been approved by the Transferor (such approval not to be unreasonably withheld or delayed).

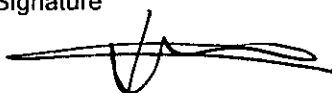
12.14 To comply with the provisions of the Planning Permission in so far as they apply to the Retained Land and before occupation of the dwelling on the Retained Land to lay out and complete the hardstanding Accessway and turning area coloured yellow on the Plan within the Retained Land as required by condition 9 of the Planning Permission.

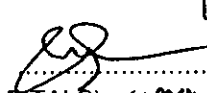
The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 - *Joint property ownership* and Practice Guide 24 - *Private trusts of land* for further guidance.

13 Execution

Signed as a deed by Walter Mark Collins in the presence of:

Signature 

Signature of witness   
Name (in BLOCK CAPITALS) SIMON GEORGE STEMPIKEN  
Address 39 ST MARGARET'S STREET, CANTERBURY, KENT  
CT1 2TX

Signed as a deed by Dugal Brodie Millar in the presence of:

Signature

Signature of witness .....  
Name (in BLOCK CAPITALS) .....  
Address .....

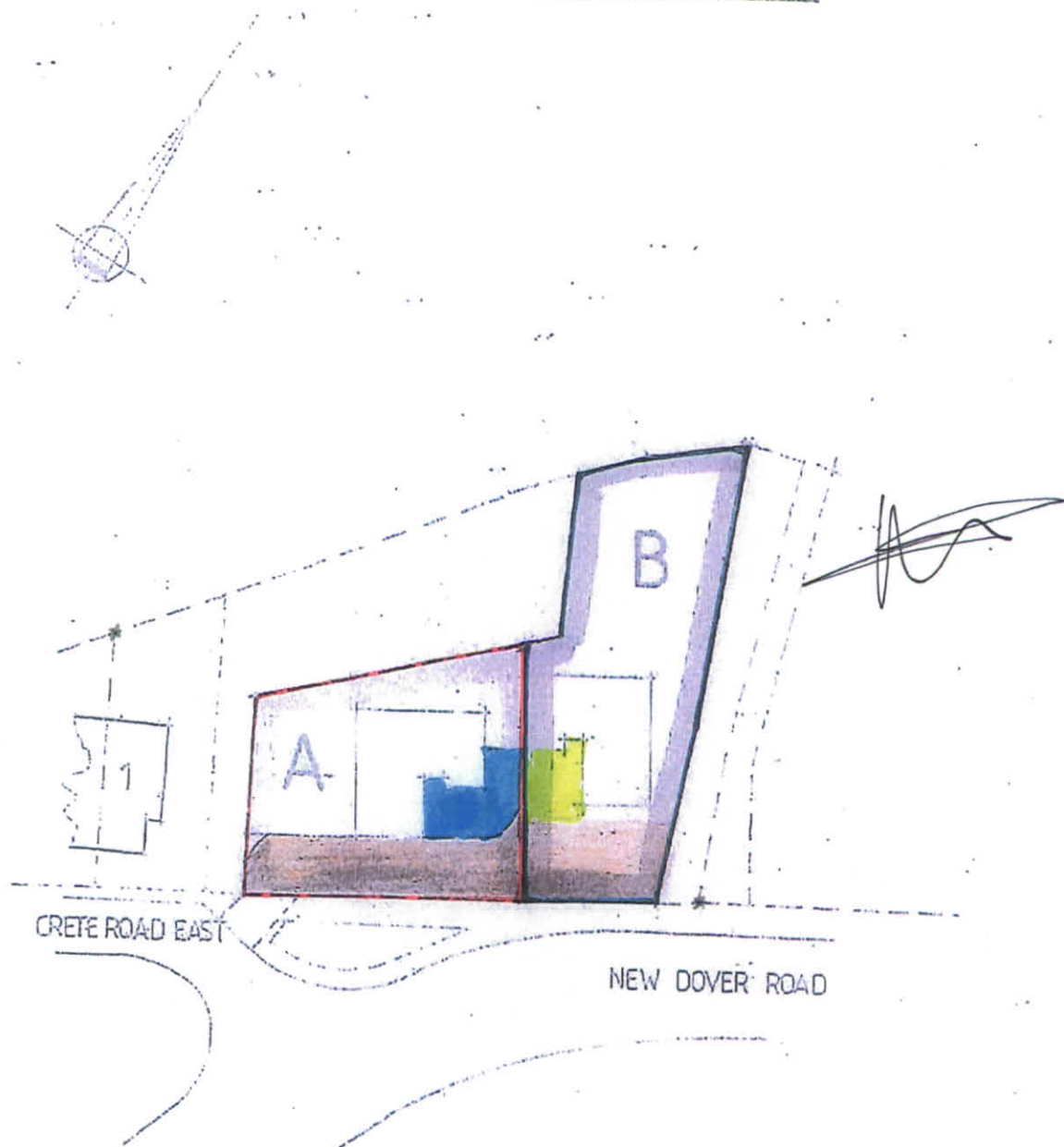
**WARNING**  
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

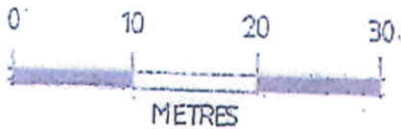


CAPEL-LE-FERNE KENT



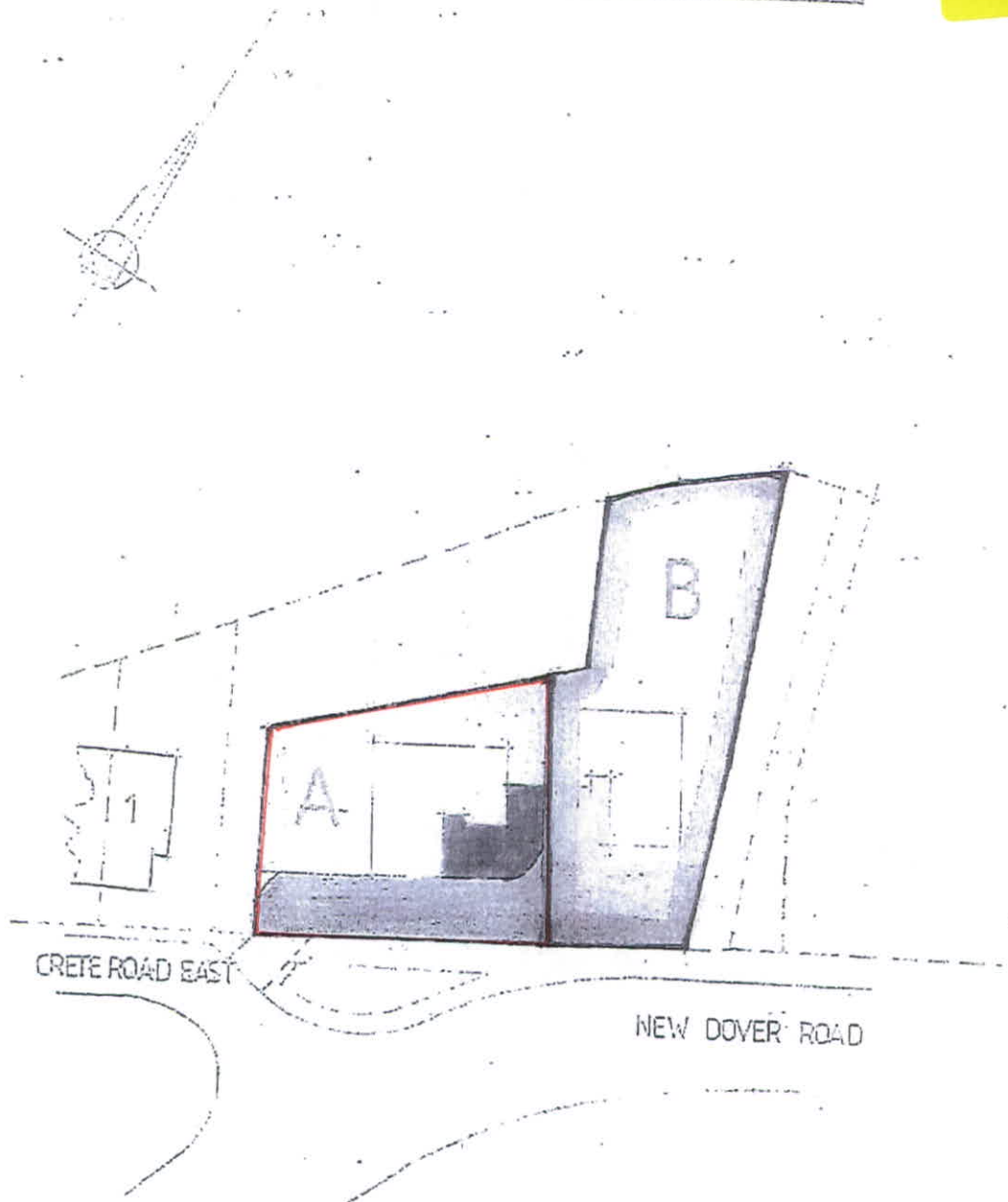
plot plan

Scale 1:500



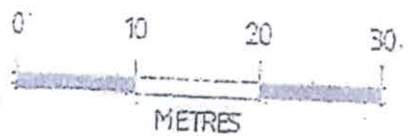
LEGEND

# CAPEL-LE-FERNE KENT



plot plan

Scale 1:500



LEGEND

*[Handwritten signatures and scribbles]*