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Official copy of register of title

Title number BK211224

Edition date 06.01.2009

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- Issued on 06 Jun 2024.
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- This title is dealt with by HM Land Registry, Gloucester 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.

WOKINGHAM

- 1 The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 5, Marlborough Court, Wiltshire Drive.

NOTE 1: As to the part tinted pink on the filed plan the first and second floors are included in the title.

NOTE 2: As to the part tinted blue only the first floor is included in the title.
- 2 (12.10.1984) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 13 July 1983
Term : 99 years from 1 May 1983
Rent : £60 subject to review and additional rents
Parties : (1) Trident Construction Limited
(2) Wiltshire Drive (Wokingham) Management Co Limited
(3) Herbert George Ernest Hills and Isabella Hills
- 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 Lessor's title registered under BK223266.
- 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 (20.06.1991) PROPRIETOR: STEPHEN JOHN TAYLOR of 5 Marlborough Court, Wiltshire Drive, Wokingham, Berks.
- 2 (20.06.1991) 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 7 January 1922 made between (1) Percy Edward Crutchley (Vendor) (2) Julia Crutchley and Caroline Crutchley and (3) Edwin Cecil Hughes (Purchaser) contains covenants. By a Deed dated 26 September 1934 made between (1) Percy Edward Crutchley (Mr Crutchley) and (2) Margaret Hughes and Archibald Cecil Hughes (Executors) the said covenants were expressed to be release and further covenants imposed. Details of the covenants and of the terms of the release and of the further covenants are set out in the schedule of restrictive covenants hereto.

- 2 A Conveyance of the freehold estate in other land dated 30 August 1934 made between (1) Margaret Hughes and Archibald Cecil Hughes (Vendors) and (2) Margaret Grenside and Mildred Emily Grenside (Purchasers) contains covenants by the Vendors affecting the land numbered 1 on the filed plan details of which are set out in the schedule of the restrictive covenants hereto.

NOTE: By a Deed dated 13 December 1934 made between (1) the said Purchasers and (2) Archibald Cecil Hughes and Albert Edgar Hall the last word of the said covenants was expressed to be varied to read "dwellinghouses"

- 3 A Conveyance of the freehold estate in the land numbered 1 on the filed plan and other land dated 31 December 1943 made between (1) Archibald Cecil Hughes and Albert Edgar Hall (Vendors) and (2) Leslie Daniel Sears (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 4 By a Deed dated 11 August 1978 made between (1) Wokingham District Council and (2) E C Hughes Limited the covenants contained in the Conveyance dated 7 January 1922 and Deed dated 26 September 1934 referred to above and in the Conveyance dated 31 December 1943 referred to above were expressed to be released in the following terms:-

"The Council hereby releases the Company and its successors in title and the land and every part thereof from the said covenants so far as the same are subsisting and capable of being enforced."

- 5 A Transfer of the freehold estate in the land in this title and other land dated 23 October 1978 made between (1) E C Hughes Limited and (2) Luff Holdings (Wokingham) Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 6 By a Transfer of the freehold estate in the land in this title and other land dated 19 November 1982 made between (1) Luff Holdings (Wokingham) Limited (Luff Holdings) (2) Luff Building Limited (Luff Building) and (3) Trident Construction Limited (Trident) such of the covenants and stipulations to which the land may be subject were expressed to be released. Details of the terms of release are set out in the schedule of restrictive covenants hereto.

- 7 The land is subject to the following rights reserved by the Transfer dated 19 November 1982 referred to above:-

"EXCEPT AND RESERVING in favour of Luff Holdings in respect of Luff Building retained land and in respect of Luff Holdings retained land

C: Charges Register continued

the rights set out in the First Schedule hereto

THE FIRST SCHEDULE

.....
..

3. The right to make full and free use of all sewers storm water drains gas pipes water mains electricity and telephone cables now or within the said perpetuity period hereafter to be laid upon any part of the land edged red and the land edged red and hatched blue

4. The right to construct upon any part of the land edged red and the land edged red and hatched blue such conducting media as are described in the previous clause of this Schedule in order to connect the said services to the Luff Holdings retained land the Luff Building retained land

5. In the exercise of any of the rights above mentioned Luff Holdings of Luff Building or other person or persons exercising such rights shall cause thereby as little damage as possible to the land edged red and the land edged red and hatched blue and shall make good to the reasonable satisfaction of Trident any damage in fact caused

6. The right for Luff Holdings or Luff Building to construct upon their respective areas of retained land any building or buildings notwithstanding that the same may interfere with the access of light or air to any buildings now or within the said perpetuity period hereafter to be constructed upon the land edged red and the land edged red and hatched blue."

NOTE: The land edged red and the land edged red and hatched blue referred to includes the land in this title. The Luff Building and Luff Holdings retained land referred to lies to West and East of the land in this title.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 7 January 1922 referred to in the Charges Register:-

COVENANT by Purchaser for himself and his assigns with Vendor in manner following (that was to say)

(i) That Purchaser or persons deriving title under him would from time to time pay said appertained tithe rent charge of £1 3 8 and would keep Vendor his heirs and assigns indemnified against same and all claims costs and expenses in respect thereof

.....
..

(iii) That the Purchaser or persons deriving title under him would not erect any further buildings on the said hereditaments thereby conveyed than those then standing thereon except (a) stabling (b) not more than six private dwellinghouses with not less than 4 bedrooms each with the usual offices outbuildings and appurtenances including a stable or garage for use in connection therewith.

2 The following are details of the terms of the terms of modification and further covenants contained in the Deed dated 26 September 1934 referred to in the Charges Register:-

IT WAS WITNESSED as follows:-

1. release by Mr Crutchley of Executors and their successors in title owners for time being of said land coloured pink and Green and hatched black on the said plan from the obligations of the said Restrictive covenant so far as relating to the number of houses to be built thereon but not further or otherwise.

2. For the benefit of adjoining or neighbouring land of Mr Crutchley

Schedule of restrictive covenants continued

the Executors thereby covenants with Mr Crutchley that they or persons deriving title under them would not erect more than such number or private dwellinghouses with not less than four bedrooms each with the usual offices outbuildings and appurtenances including a stable or garage for use in connection therewith on the land coloured green on the said plan as shall be approved by the Town Planning Authority or the Interim Development Authority under the Town and Country Planning (General Interim Development) Order 1933 as the case may be Provided that the plot of land for each house and the outbuildings enjoyed therewith should have a front to the Main road of as least seventy four feet

3. Nothing therein contained should prejudice or affect right of the said Leslie Daniel Sears or persons deriving title under him to erect on the land comprised in said Conveyance of 9th July 1932 such number of houses as the said Leslie Daniel Sears might have erected thereon immediately after the execution of the said last mentioned Conveyance without committing a breach of the Covenant as to the number of houses permitted by said restrictive covenants.

NOTE 1: The land in this title formed part of the land coloured pink and green and hatched black referred to in clause 1 above

NOTE 2: The land numbered 2 on the filed plan forms part of the land comprised in the Conveyance dated 9 July 1932 referred to in clause 3 above.

3 The following are details of the covenants contained in the Conveyance dated 30 August 1934 referred to in the Charges Register:-

The Vendors hereby covenant with the Purchaser not to carry on or permit to be carried on upon the land coloured Blue on the said plan or in any building to be erected thereon any trade or business whatsoever or permit the same to be used for any other purpose than that of a private dwellinghouse.

NOTE: The land numbered 1 on the filed plan formed part of the land coloured blue referred to above.

4 The following are details of the covenants contained in the Conveyance dated 31 December 1943 referred to in the Charges Register:-

"For the benefit and protection of the adjoining or neighbouring land of the Vendors and every part thereof known as the Norreys Barn Estate as shown on the annexed plan and thereon edged with green the Purchaser hereby covenants with the Vendors to observe and perform the stipulations set out in the Second Schedule hereto PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the Vendors reserve the right to vary the said stipulations et out in the Second Schedule hereto so far as regards the other part of their said adjoining or neighbouring land or to sell the same freetherefrom

THE SECOND SCHEDULE above referred to

(Being the stipulations entered into by the Purchaser under this Conveyance)

1. Not to erect more than two private dwellinghouse on the property hereby conveyed the plot of land on which each such dwellinghouse is built to have a frontage to Wiltshire Road aforesaid of not less than seventy four feet and each such dwellinghouse to contain less than four bedrooms with the usual offices outbuildings and appurtenances including a stable or garage for use in connection with each such dwellinghouse.

2. No such dwellinghouse as aforesaid shall be erected at the original cost of less than one thousand pounds exclusive of outbuildings and the plans of such dwellinghouse and outbuildings shall be submitted to the Vendors for their approval before building is commenced.

3. Not to carry on or permit to be carried on on the property hereby conveyed or any part thereof or in any building to be erected thereon any trade or business whatsoever or permit the same to be used for any

Schedule of restrictive covenants continued

other purpose than that of a private dwellinghouse.

4. No sand or gravel to be excavated or dug from the property hereby conveyed except in the course of laying the foundations of the houses or outbuildings to be erected thereon."

NOTE: The land edged green referred to above lies to the North East and South East of the land in this title.

- 5 The following are details of the covenants contained in the Transfer dated 23 October 1978 referred to in the Charges Register:-

"The Transferee further covenants with the Transferor to the intent that the burden of this covenant may run with and bind the land hereby transferred and every part thereof and that the benefit thereof may be annexed to and run with each and every part of the Transferor's premises shortly described as Albiton Works, Wiltshire Road, Wokingham that the Transferee and its successors in title shall not carry on the business of a building Company upon the land hereby transferred but this covenant shall cease to have effect in the event that the Transferee shall be unable within two years of the date hereof to obtain consent for the development of the said land for industrial or residential purposes and the Transferee shall use its best endeavours to obtain such consent as quickly as possible."

- 6 The following are details of the terms of release contained in the Transfer dated 19 November 1982 referred to in the Charges Register.

"Luff Holdings and Luff Building hereby release and discharge Trident and its successors in title to the land edged red and hatched blue from such of the covenants and stipulations to which that said land may be subject so far as the same are still subsisting and capable of taking effect and affect the land edged red and hatched blue on the plan.

Luff Building and Luff Holdings hereby release and discharge Trident and its successors in title to the land edged red from the restrictive covenants and stipulations to which that said land may be subject so far as the same are still subsisting and capable of taking effect and affect the land edged red on the plan."

NOTE: The land edged red and hatched blue and the land edged red referred to above include the land in this title.

End of register