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Official copy of register of title

Title number BK480008

Edition date 02.11.2016

- This official copy shows the entries on the register of title on 07 SEP 2023 at 09:25:00.
- 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 07 Sep 2023.
- 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, 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 (02.11.2016) 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 77 Acorn Drive, Wokingham (RG40 1EQ).

NOTE: The flat is on the ground floor.

- 2 (02.11.2016) 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.

- 3 (02.11.2016) The land has the benefit of the following rights granted by the Transfer dated 11 June 2001 referred to in the Charges Register:-

"The Land is transferred TOGETHER WITH the right (in common with the Phase 1 Transferor the Phase 2 Transferor and Laing and all others entitled thereto and all persons to whom it or they may hereafter grant the like rights):-

(a) Of way as necessary to give access to and from the nearest public highway over and along the roadways and (on foot only) the footpaths intended to become public footpaths on the Estate

(b) To use for all reasonable purposes the drains and sewers and (so far as the Phase 1 Transferor and the Phase 2 Transferor can lawfully grant the same) the services and other conducting media in the Estate

(c) Of overhang of roofs gutters eaves and spouts and encroachment of foundations as may be appropriate over or under any adjoining land in the Estate for the benefit of the buildings on the Land

(d) To enter upon any adjoining or neighbouring land in the Estate after reasonable notice for the purpose of inspecting maintaining and repairing the buildings and other erections thereon so far as may be

A: Property Register continued

necessary causing as little damage and disturbance as possible and making good all damage to the reasonable satisfaction of the owner or occupier of the relevant land

(e) To use the Common Areas for the purposes for which the same are respectively intended

Provided that none of the said rights shall be exercised over any electricity substation site or gas governor."

NOTE: For definitions see Charges Register.

- 4 (02.11.2016) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 2 September 2016
Term : 99 years from 2 September 2016
Parties : (1) Home Group Limited
(2) Norman Harold Gawthrop
- 5 (02.11.2016) The Lease prohibits or restricts alienation.
- 6 (02.11.2016) 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

- 1 (02.11.2016) PROPRIETOR: NORMAN HAROLD GAWTHROP of 77 Acorn Drive, Wokingham RG40 1EQ.
- 2 (02.11.2016) The price, other than rents, stated to have been paid on the grant of the lease was £185,000.

C: Charges Register

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

- 1 (02.11.2016) A Conveyance of the freehold estate in the land in this title and other land dated 22 November 1888 made between (1) The Ecclesiastical Commissioners and (2) Alfred James Nicholson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (02.11.2016) A Conveyance of the freehold estate in the land in this title and other land dated 7 July 1986 made between (1) The Official Custodian For Charities (2) Sydney Wylie Samuelson and others (Trustees) and (3) Laing Homes Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (02.11.2016) A Transfer of the freehold estate in the land in this title and other land dated 11 June 2001 made between (1) Laing Homes Limited (Phase 1 Transferor) (2) Laing Land Limited and Laing Land Limited (Phase 2 Transferor) and (3) Warden Housing Association Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (02.11.2016) The land is subject to the following rights reserved by the Transfer dated 11 June 2001 referred to above:-

"THERE are excepted and reserved out of this Transfer:-

(a) Unto the Phase 1 Transferor the Phase 2 Transferor Laing and other the owners and occupiers for the time being of the remainder of the Estate and the Benefited Land and every part thereof and all others now or hereafter entitled thereto all rights:-

C: Charges Register continued

(i) of way drainage watercourse passage of gas electricity and other services and rights now or usually enjoyed or by the scheme of construction intended so to be through or from the Land and (except as expressly granted) any rights of light air or otherwise over any other part of the Estate or the Benefited Land or other adjoining or neighbouring land of the Phase 1 Transferor and/or the Phase 2 Transferor which would in any way restrict or hinder all or any of them from using or developing the same as it thinks fit and the right of the Phase 1 Transferor the Phase 2 Transferor and/or Laing to deviate alter or (subject to adequate alternative provision) stop up any sewer drain road or path in the Estate

(ii) equivalent to and on the same terms as those granted by Paragraphs (a) (b) (c) and (d) (for the properties intended to have the benefit thereof) of Clause 13.2 to this Transfer

(iii) (for the Phase 1 Transferor the Phase 2 Transferor and/or Laing only or as authorised by any or all of them) at any time within Eighty years from the date hereof ("the Perpetuity Period") to install connect to and/or use inspect maintain renew repair or alter any drains sewers services or other conducting media or apparatus as the Phase 1 Transferor the Phase 2 Transferor and/or Laing shall consider necessary in on or under the Land or part thereof whereon for the time being there shall not be any buildings with power to enter on the Land for all of the said purposes and any rights of entry by the Phase 1 Transferor and/or the Phase 2 Transferor to effect any works in connection with the fulfilment of any conditions or obligations relating to the development of the Estate or the Benefited Land and/or otherwise in connection with the development of adjoining or other parts of the Estate or the Benefited Land or other land (all rights of entry herein reserved being inclusive of the right to erect maintain and use scaffolding on the Land) the person exercising such rights causing as little damage and disturbance as possible and forthwith making good all damage to the reasonable satisfaction of the Transferee

(b) All such rights as may be required by any drainage services or other authority in connection with any sewers drains services and other conducting media and apparatus and the right of the Phase 1 Transferor and the Phase 2 Transferor and the Phase 2 Transferor and/or Laing to grant to such authorities during the Perpetuity Period all easements wayleaves licences rights and privileges needed in connection with the services usually provided or maintained by them."

Schedule of restrictive covenants

1 (02.11.2016) The following are details of the covenants contained in the Conveyance dated 22 November 1888 referred to in the Charges Register:-

And the Purchaser hereby covenants with the Commissioners their successors and assigns that the Purchaser his heirs and assigns and other the owner or owners for the time being of the land hereby conveyed and edged pink and coloured green on the said Plan shall not at any time hereafter erect or permit to be erected on the same land any buildings fronting to or facing the new road running along the south west side thereof other than private dwellinghouses with or without any stables coach house or other adjunct to a private house And also shall not use or permit to be used any such building fronting or facing the said last mentioned new Road otherwise than as a private dwellinghouse with or without any stables coach house or other adjunct to a private house And further that each and every such dwellinghouse shall be of the prime cost value of not less than Four hundred pounds And lastly that no building of any kind shall be erected on any portion of the said land hereby conveyed and edged with pink and coloured green on the said plan which lies between the last mentioned new road and the dotted black line marked Building line on the said plan And it is hereby declared and agreed by and between the said parties hereto that the covenants on the part of the Purchaser herein contained shall be considered and are intended to be not only personal covenants but also real covenants affecting and running with the said hereditaments hereby conveyed and every part thereof in the hands of every owner and occupier for the time being thereof.

Schedule of restrictive covenants continued

2 (02.11.2016) The following are details of the covenants contained in the Conveyance dated 7 July 1986 referred to in the Charges Register.

"THE Purchaser to the intent and so as to bind (as far as practicable) the property hereby conveyed and each and every part thereof into whosoever hands the same may come and to benefit and protect the Retained Land and each and every part thereof for itself and its successors in title hereby covenants with the Trustees and their assigns

(i) not to carry out any development works or carry on or permit or allow to be carried on any construction activities or use or allow or permit to be used any plant or machinery for construction or development purposes on the property or the Retained Land or any part or parts thereof so as to cause any annoyance interference or disturbance to the owners and occupiers of the Retained Land or any part or parts thereof except (but subject always to the provisions of sub-clause (ii) hereof) between the hours of 8 a.m. and 7 p.m. on Mondays to Fridays (inclusive) and 8 a.m. and 1 p.m. on Saturdays and not at all on Sundays, Christmas Day, Good Friday or any Bank or Public holiday

(ii) not to carry out any development on the Property or the Retained Land except in such manner as shall cause the minimum practicable annoyance disturbance or interference with the use and enjoyment of the Retained Land and each and every part thereof by the owners and occupiers thereof from time to time

(iii) not to exercise the right of entry onto the Retained Land except for the purposes aforesaid only and in such manner as shall cause the minimum practicable interference with the use and enjoyment of the Retained Land and each and every part thereof by the owners and occupiers thereof from time to time and to make good all damage caused to the Retained Land as soon as reasonably practicable

(iv) not without the approval of the Trustees to carry out on the Property or any part thereof any development other than two-storey flats and/or bungalows together with warden accommodation and all other ancillary accommodation and facilities for occupation only as retirement homes."

3 (02.11.2016) The following are details of the covenants contained in the Transfer dated 11 June 2001 referred to in the Charges Register:-

"THE Transferee HEREBY COVENANTS with the Phase 1 Transferor and the Phase 2 Transferor each as to its or their respective interests in the Land being transferred so as to bind the Land and each and every part thereof into whosoever hands the same may come:-

(a) (And as separate covenants with the Local Authority and Water Services Company in whose area the Land is situated) not to erect any building or structure whatsoever or any sewers or other drainage works intended for adoption (whether before or after adoption) or on or over land within Three metres measured horizontally from the centre line of any sewer without the written consent of the Water Authority in whose area the Estate is situated nor to obstruct access thereto on foot and with any necessary vehicles plant or equipment

(b) (And as separate covenants with British Gas Plc the relevant Electricity Board British Telecom Plc and the water supply and other statutory undertakers and service companies):-

(i) not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings fences walls or other erections One and one half metres either side of any service installations belonging to British Gas plc or to such Board British Telecom plc undertakers or companies

(ii) not to do or cause or permit to be done anything calculated or likely to cause damage or injury to or prevent or make more difficult access to any such service installations and to take all reasonable precautions to prevent such damage or injury and not to alter the level of cover over or reduce support for any such service installations

Schedule of restrictive covenants continued

(c) Not to use the Land other than as or incidental to single dwellings and not to use any parking space otherwise than for the parking of a private motor car or cycle

(d) Not to do or permit anything which may prejudice the open plan layout of the Estate or any visibility splay in the Land

(e) No trees or shrubs now standing or afterwards planted by the Phase 1 Transferor the Phase 2 Transferor or Laing on the Land shall within a period of Five years from the date hereof be cut down

(f) Not at any time do or suffer anything on the Land which may be or grow to be a nuisance detriment or annoyance to the Phase 1 Transferor the Phase 2 Transferor or Laing or the owners or occupiers of adjoining or neighbouring properties

(g) Within Five years of the date hereof no building or addition to any building shall be erected on the Land nor any alteration made to the elevation or architectural design of any building except with the previous written consent of the Phase 1 Transferor or the Phase 2 Transferor

(h) (To the intent that the Transferee and its successors in title shall only be liable under this covenant for acts personally undertaken not in respect of any third party over whom it shall have no control) no caravans or boats of any kind shall be parked or stored upon the Land

(i) (To the intent that the Transferee and its successors in title shall only be liable under this covenant for acts personally undertaken not in respect of any third party over whom it shall have no control) not to leave for more than Forty-eight hours any vehicle on the Estate which is not in a roadworthy condition or (in any circumstances) so as to cause a nuisance or annoyance to any other occupier on the Estate

PROVIDED ALWAYS THAT no building scheme shall be implied and the Phase 1 Transferor and the Phase 2 Transferor each reserve the right to alter modify release or dispense with the said covenants or those in any other transfer from them and of otherwise dealing with or developing the Estate or the Benefited Land or any other adjoining or neighbouring land in such manner as they shall in their uncontrolled discretion think fit

(j) (i) The Transferee for the purpose of affording to the Phase 1 Transferor in respect of Phase 1 and to the Phase 2 Transferor in respect of Phase 2 a full and sufficient indemnity HEREBY COVENANTS with the Phase 1 Transferor and the Phase 2 Transferor and as a separate covenant with Laing that the Transferee and the persons deriving title under it will at all times hereafter observe and perform the covenants and stipulations contained or referred to in the Registers of the said Titles and the matters referred to in Clause 13.4 and in the Schedule to this Transfer so far as the same relate to the Land and are enforceable and the covenants stipulations and obligations on the part of the developer (or of the Phase 1 Transferor or Phase 2 Transferor named herein howsoever defined) in the Leases referred to in Clause 13.4(a) hereto and will keep indemnified the Phase 1 Transferor and the Phase 2 Transferor and Laing against all actions costs claims and demands whatsoever in respect of any future breach non-observance or non-performance thereof or otherwise in respect of the Land

(ii) the Transferee so as to bind so far as the law allows the Land and each and every part thereof HEREBY COVENANTS with the Phase 1 Transferor and the Phase 2 Transferor so as to benefit the Estate and each and every part thereof capable of being benefited thereby not to dispose of the Land or any part or parts thereof without procuring that the disponee prior to each such disposal enters into a deed of covenant with the Phase 1 Transferor and/or the Phase 2 Transferor to observe and perform the matters referred to in Clause (j)(i) and the covenant in this Clause j(ii) such deed to be in the terms of Clauses (j) (i) and (j) (ii) (substituting a reference to the relevant transferee for the reference to the Transferee)

Schedule of restrictive covenants continued

THE SCHEDULE

1. (Clause 5) Substation Transfer dated 3rd November 1992 (see letter dated 13th August 1990)
2. In respect of the Phase 1 Agreement dated 21 February 1986 made between Sydney Wylie Samuelson and Ors (1) Wokingham District Council (2) and Berkshire County Council (3)
3. In respect of the Phase 2 Agreement as in 2 above and 6th April 1988 made between Laing Land Limited (1) Laing Homes Limited (2) and Wokingham District Council (3)
4. Deed of Grant dated 21 November 1986 made between Laing Land Limited (1) and Laing Homes Limited (2)
5. The Phase 1 Agreement
6. The Phase 2 Agreement

NOTE: The Transfer contains the following definitions:-

"THE PHASE 1 TRANSFEROR" "THE PHASE 2 TRANSFEROR" and "THE TRANSFEREE" shall include persons respectively deriving title under them

"THE LAND" shall mean where the context so admits the land forming part of the land comprised in the above mentioned Title Numbers and shown edged red on the plan annexed hereto ("the Plan") being Phase 1 and Phase 2 on the Estate and as to Phase 1 being part of the land and buildings on the north east side of Glebelands Road Wokingham Berkshire and as to Phase 2 being part of Glebelands Farm Glebelands Road Wokingham Berkshire together with the buildings erected thereon and appurtenant areas and such expression shall mean all and any part of the land hereby transferred as the context shall permit

"PHASE 1" shall mean the flats and bungalows and two warden's flats comprising Plots 1-99 (Plots 84 and 85 not built) with communal areas relating thereto being part of the Land

"PHASE 2" shall mean the flats and one warden's flat comprising Plot 101-134 (Plot 100 not built) with communal areas and appurtenant areas relating thereto being part of the Land

"THE PHASE 1 AGREEMENT" shall mean the Agreement dated 28 November 1986 made between Laing Homes Limited (1) and Warden Housing Developments Limited (2) ("Warden") relating inter alia to the transfer of Phase 1 to Warden

"THE PHASE 2 AGREEMENT" shall mean the Agreement dated 16 September 1988 made supplemental to the Phase 1 Agreement and made between Laing Homes Limited (1) Laing Retirement Homes Limited (2) and Warden (3) relating inter alia to the transfer of Phase 2 to Warden

"THE TRANSFER OF ENGAGEMENTS" shall mean the Transfer of Engagements made by Warden to the Transferee and dated 24th April 1998

"THE PHASE 1 TRANSFEROR" shall mean LAING HOMES LIMITED whose Registered Office is at Page Street, London, NW7 2ER.

"THE PHASE 2 TRANSFEROR" shall mean LAING LAND LIMITED whose Registered Office is at Page Street aforesaid and LAING HOMES LIMITED of Page Street aforesaid

"LAING" shall mean in respect of Phase 2 only LAING RETIREMENT HOMES LIMITED whose Registered Office is at Page Street aforesaid

"THE ESTATE" means the land now or formerly comprised in the above mentioned Title Numbers and the land now or formerly comprised in Title Number BK244211 being the non-Retirement homes development carried out by Laing Homes Limited as shown for illustrative purposes only on Plan Number 2 annexed

"THE BENEFITED LAND" means land adjacent to or adjoining the land or

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Schedule of restrictive covenants continued

buildings comprised in Title Numbers BK245790 BK154781 and BK244211 and such land as the Phase 1 Transferor and/or the Phase 2 Transferor may from time to time within the period of Twenty-one years from the date hereof acquire whether registered under the same title numbers or not as intended to have the benefit of all or any of the rights excepted and reserved by this Transfer PROVIDED THAT such rights may only be exercised in relation to the Benefited Land so far as authorised in writing by the Phase 1 Transferor and/or the Phase 2 Transferor

"THE COMMON AREAS" means those vehicular and pedestrian ways and other areas as are designated on the Plan and as are intended for use by occupiers of the Land in common with others.

End of register