



Official copy
of register of
title

Title number HP103271

Edition date 25.08.2015

- This official copy shows the entries on the register of title on 25 Aug 2015 at 11:50:14.
- 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 25 Aug 2015.
- 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 Land Registry Weymouth Office.

A: Property Register

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

HAMPSHIRE : RUSHMOOR

- 1 (01.10.1970) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 44 Saltram Road, Farnborough (GU14 7DX).
- 2 A Deed of Grant dated 18 April 1969 made between (1) James Farm Limited and (2) H.H. Hilder Limited relates to surface water drainage.

NOTE: Copy filed under HP74955.

- 3 A Deed of Grant dated 20 May 1970 made between (1) The British Railways Board (2) H.H. Hilder Limited and (3) The Urban District Council of Farnborough relates to the use of culverts under the railway line for surface water drainage.

NOTE: Copy filed under HP74955.

- 4 The land has the benefit of the following rights granted by the Conveyance dated 3 August 1970 referred to in the Charges Register:-

"TOGETHER WITH the rights and other matters set out in the Second Schedule hereto for the Purchaser and its successors in title owners or occupiers of the land hereby conveyed or any part thereof at all times and for all purposes connected with the use and enjoyment of the land hereby conveyed or any part thereof

THE SECOND SCHEDULE

(Rights included in the conveyance)

1.(a) The right to connect to and discharge water and soil through all foul water drains and sewers laid or to be laid in on over under or through the retained land in the approximate positions shown by the broken red lines on the plan connecting the land hereby conveyed to the pumping station and to and through the pumping station and the rising main foul sewer

(b) The right to connect to and discharge surface water from the land hereby conveyed through all drains and sewers laid or to be laid in on over under or through the retained land

(c)

A: Property Register continued

(d) The right to connect to and to discharge water through any land drains laid or to be laid in on over under or through the retained land

2. A right of way with or without vehicles to pass and repass:

(a) over the land shown coloured green and purple on the plan connecting the land hereby conveyed to the public highway known as Manor Road and

(b) over all roads and footpaths laid or to be laid on the retained land (whether or not on the said land coloured green and purple) until they shall have been adopted by the local authority PROVIDED that those entitled to exercise such rights shall cause no obstruction thereto

3. The right to connect to and to the passage of gas water and electricity (including telephone signals) through all mains pipes wires and cables laid for such purposes in on over under or through the retained land

4. The right to enter any part of the retained land to make all connections previously referred to in this Schedule and to undertake all works of constructions and maintenance which the Vendor shall be under an obligation to but shall fail to perform (the reasonable cost to the Purchaser of the undertaking of such works to be borne by the Vendor and recoverable as a debt) and to inspect maintain cleanse and renew all drains mains sewers pipes wires and cables laid in on over under or through the retained land and serving the land hereby conveyed.

THE Perpetuity period applicable to all rights granted excepted or reserved by this Conveyance shall be eighty years from the date hereof".

NOTE: The retained land lies to the north and west of the land in this title. No broken red lines were shown on the Conveyance Plan. The land coloured green and purple forms part of Ashdown Avenue and Chatsworth Road.

5 The Conveyance dated 3 August 1970 referred to above contains the following provision:-

"IT is hereby agreed and declared that the Purchaser shall not be entitled to any express or implied right of light or air or otherwise or to any easements other than those hereby or subsequently expressly granted which would restrict or interfere with the free use or enjoyment of the retained land or any part thereof for building or for any other purposes"

6 The land has the benefit of the following rights granted by the Transfer dated 12 October 1971 referred to in the Charges Register:-

"TOGETHER WITH the rights and easements specified in the First Schedule hereto

THE FIRST SCHEDULE above referred to

1. A right of way at all times and for all purposes connected with the use and enjoyment of the property hereby transferred over the roadways and on foot only over the footpaths on the Transferor's retained land capable of serving the property hereby transferred until those roadways and footpaths become part of the public highway

2. The right to the free passage of water soil gas and electricity through drains pipes wires and cables laid or to be laid for such use on under or over the Transferor's retained land serving the property hereby transferred

3. The right to enter upon any part of the Transferor's retained land to inspect cleanse repair and replace such drains pipes wires and cables upon giving reasonable notice of intention to exercise such right and making good all damage resulting therefrom.

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A: Property Register continued

The Perpetuity period applicable to all rights granted excepted or reserved by this Transfer shall be 80 years from the 3rd August 1970".

NOTE: The retained land lies to the north and west of the land in this title.

- 7 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 30 January 1976 referred to in the Charges Register.
- 8 The Transfer dated 30 January 1976 referred to above contains provisions as to light or air and boundary structures.

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 (25.08.2015) PROPRIETOR: CHARMAINE THERESA JONES of 44 Saltram Road, Farnborough GU14 7DX.
- 2 (25.08.2015) The price stated to have been paid on 11 August 2015 was £335,000.
- 3 (25.08.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 11 August 2015 in favour of Santander UK PLC referred to in the Charges Register.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 3 August 1970 made between (1) H.H. Hilder Limited (Vendor) (2) Old Broad Street Securities Limited (Mortgagee) and (3) Builders Amalgamated Co. Limited (Purchaser) contains covenants.

By a Deed dated 28 July 1972 made between (1) H.H. Hilder Limited (Covenantee) (2) Old Broad Street Securities Limited and (3) Parkside Homes Limited (Grantee) the said covenants were expressed to be released, the said Deed also contains covenants. Details of the covenants and of the terms of the release and of the covenants are set out in the schedule of restrictive covenants hereto.

- 2 The land is subject to the following rights reserved by the Conveyance dated 3 August 1970 referred to above:-

"EXCEPT AND RESERVING unto the Vendor in fee simple at all times and for all purposes connected with the use and enjoyment of the parts of the said Avenue Farm Estate retained by the Vendor ("the retained land") the rights and other matters set out in the Third Schedule hereto

THE THIRD SCHEDULE

(Rights excepted and reserved)

1. (a) The right to connect to and discharge water through all foul water drains and sewers laid or to be laid in on over under or through the land hereby conveyed and through the parts of the rising main foul sewer laid or to be laid on the land hereby conveyed.

(b) The right to connect to and discharge surface water from the retained land through all drains and sewers laid or to be laid in on over under or through the land hereby conveyed.

C: Charges Register continued

(c) The right to connect to and to discharge water through any land drains laid or to be laid in or over under or through the land thereby conveyed.

2. A right of way with or without vehicles to pass and repass over all roads and footpaths laid or to be laid on the land hereby conveyed PROVIDED that those entitled to such right shall cause no obstruction thereto.

3. The right to connect to and to the passage of gas water and electricity (including telephone signals) through all mains pipes wires and cables laid for such purposes in on over under or through the land hereby conveyed.

4. The right to enter any part of the land hereby conveyed to make all connections previously referred to in this Schedule and to inspect maintain cleanse and renew all drains mains sewers pipes wires and cables laid in on over under or through the land hereby conveyed and serving the retained land".

NOTE: The retained land lies to the north and west of the land in this title.

3 A Transfer of the land in this title and other land dated 12 October 1971 made between (1) Builders Amalgated Co. Limited (Transferor) and (2) Parkside Homes Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 The land is subject to the following rights reserved by the Transfer dated 12 October 1971 referred to above:-

"EXCEPT AND RESERVING the rights and easements specified in the Second Schedule hereto

THE SECOND SCHEDULE above referred to

Exceptions and Reservations in favour of the Transferor's retained land and for the Owner or Owners for the time being of any other land adjoining or nearby capable of benefitting therefrom which shall hereafter be vested in the Transferor or the said Armour House Development Group Limited.

1. (a) The right to the free passage of water soil gas and electricity through drains pipes wires and cables laid or to be laid in under or over the property hereby transferred and serving any part of the Transferor's retained land or such other land as aforesaid subject to the payment of a proportionate part of the cost of inspecting cleansing repairing and replacing such drains pipes wires and cables and

(b) To enter upon the property hereby transferred to lay inspect cleanse repair and replace such drains pipes wires and cables upon giving reasonable notice of intention to exercise the same and making good all damage resulting therefrom.

2. A right of way at all times and for all purposes connected with the use and enjoyment of the Transferor's retained land and such other land as aforesaid over the roadways and on foot only over the footpaths on the property hereby transferred capable of serving the Transferor's retained land and such other land as aforesaid until those roads and footpaths become part of the public highway".

NOTE: The retained land lies to the north and west of the land in this title.

5 A Conveyance of the land in this title and other land dated 2 July 1947 made between (1) Charles John Brake and others (Vendors) and (2) Brake Estates Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

6 A Conveyance of the land in this title and other land dated 17 September 1947 made between (1) Brake Estates Limited (Vendor) and (2) James Thomas Gaines (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

C: Charges Register continued

- 7 A Transfer of the land in this title dated 30 January 1976 made between (1) Costain Homes Limited and (2) John Henry Smith contains restrictive covenants.

NOTE: Original filed.

- 8 (25.08.2015) REGISTERED CHARGE dated 11 August 2015.
- 9 (25.08.2015) Proprietor: SANTANDER UK PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 3 August 1970 referred to in the Charges Register:-

"THE Purchaser for itself and its successors in title to and (so far as the covenants set out hereafter are restrictive) so as to bind the land hereby conveyed and every part thereof and for the benefit and protection of the retained land and every part thereof hereby covenants with the Vendor and its successors in title owners or occupiers of the retained land or any part thereof.

(a) to adhere absolutely to the road pattern and the main foul and surface water sewers pattern shown on the plan so far as it is contained within the perimeter of the land hereby conveyed and no variation shall be made thereto without the prior approval in writing of the Vendor and the local authority.

(b) not to construct more than eighty eight houses on the land hereby conveyed and to name its development on the land hereby conveyed "The Coppice Estate" or such other name or names as the Vendor shall approve in writing such approval not to be unreasonably withheld if such name or names shall not be likely to be confused with the name of any development of the Vendor in or near Farnborough.

(c) to comply in all respects with the conditions of any Planning Permissions Building Regulations and Byelaw Consents (except so far as they relate to details of house types) which have been granted in respect of the land hereby conveyed and the retained land copies of which have been supplied to the Purchaser prior to the date hereof.

(d) to erect no houses other than houses of two storeys on the land hereby conveyed or any part thereof such houses to be to the Purchaser's own design and on no account identical to the houses presently proposed to be erected by the Vendor on the retained land the plans of which have already been shown to the Purchaser.

(e) forwith to construct land drains on the land hereby conveyed to link up with the land drains which the Vendor proposes to construct on the retained land and which are to be constructed on the land shown edged red on the plan and so far only as necessary to serve the retained land in accordance with the land drainage plan drawing number 573 dated 15 December 1969 a copy of which has been supplied to the Purchaser prior to the date hereof PROVIDED that if the Purchaser shall fail to construct the said land drains as aforesaid the Vendor shall be entitled to enter upon the land hereby conveyed and carry out the said construction at the Purchaser's expense".

NOTE: No copy of the plan No. 573 referred to in paragraph (e) above is filed.

- 2 The following are details of the terms of release and covenants contained in the Deed dated 28 July 1972 referred to in the Charges Register:-

"The Covenantee as beneficial owner HEREBY RELEASES the Grantee and its successors in title and the restricted land and every part thereof from the said covenants contained in the principal deeds so far as the same affect the restricted land and are subsisting and capable of being enforced.

Schedule of restrictive covenants continued

The Covenantee HEREBY COVENANTS with the Grantee that notwithstanding anything by it made done executed or omitted or knowingly suffered it the Covenantee has full power to release the Grantee and its successors in title and the restricted land and every part thereof from the said covenants.

The Grantee for itself and its successors in title and (so far as the covenants set out hereinafter are restrictive) so as to bind the restricted land and every part thereof and for the benefit and protection of the Avenue Farm Estate and every part thereof HEREBY COVENANTS with the Covenantee and its successors in title owner or occupiers of the Avenue Farm Estate or any part thereof to observe and perform the covenants set out in the Second Schedule hereto

THE SECOND SCHEDULE

A. (i) To adhere absolutely to the main foul and surface water sewers pattern shown on the plan to the principal deeds so far as it is contained within the perimeter of the restricted land and no variation shall be made thereto without the prior approval in writing of the Covenantee and the Local Authority.

(ii) To adhere absolutely to the road pattern shown on the Estate plan so far as it is contained within the perimeter of the restricted land and no variation shall be made thereto without the approval in writing of the Covenantee and the Local Authority.

(iii) To forthwith construct land drains on the restricted land to link up with the land drains which the Company have laid on its adjoining property and which will link up with the land drains to be constructed on the Avenue Farm Estate and so far only as necessary to serve the Avenue Farm Estate in accordance with the land drainage plan of the Covenantee being Drawing Number 573 dated the 15th December 1969 a copy whereof has been supplied to the Grantee prior to the date hereof PROVIDED that if the Grantee shall fail to construct the said land drains as aforesaid the Covenantee shall be entitled to enter upon the restricted land and carry out the said construction at the Grantee's expense.

B. Not to construct more than eighty five houses on the restricted land and to name its development on such land "Parkside Chase Estate" or such other name or names as the Covenantee shall approve in writing such approval not to be unreasonably withheld if such name or names of any development of the Covenantee in or near Farnborough.

C. To comply in all respects with the conditions of any Planning Permissions Building Regulations and Bye-Law Consents.

D. To erect no houses other than houses of two storeys on the land edged blue on the Estate plan and of three storeys on the land edged red on the Estate Plan and in each case in accordance with Drawings signed by or on behalf of the Covenantee."

NOTE 1: The restricted land includes the land in this title

NOTE 2: No copy of Plan No 573 is filed

NOTE 3: The land in this title forms part of the land edged blue referred to.

3 The following are details of the covenants contained in the Transfer dated 12 October 1971 referred to in the Charges Register:-

"The Transferee HEREBY COVENANTS with the Transferor

(a) to observe and perform such of the covenants as are not merely restrictive in nature as are set out in Clause 4 of the Conveyance so far as they affect the property hereby transferred and are now capable of being enforced.

(b) for itself and its successors in title for the benefit of the Transferor's land remaining in the titles above mentioned (hereinafter referred to as "the Transferors retained land") and so as to bind the

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Schedule of restrictive covenants continued

property hereby transferred into whosoever hands the same may come not to construct more than 86 houses on the property hereby transferred.

NOTE 1: The Conveyance referred to is that dated 3 August 1970 referred to above

NOTE 2: The titles referred to above are HP74955 and HP74956.

4 The following are details of the covenants contained in the Conveyance dated 2 July 1947 referred to in the Charges Register:-

THE Company to the intent to bind the said several pieces or parcels of land in the hands of all persons by whom the same should for the time being be respectively owned or occupied thereby covenanted with the Vendors for the benefit of the estate and effects of the said Charles John Brake deceased that the Company would observe the said stipulations and covenants set forth in the said Second Schedule thereto PROVIDED ALWAYS that upon the Company ceasing to have any estate or interest in any part of the said several pieces or parcels of land thereby conveyed the Company should be thenceforth absolved from any personal liability for any breach of the said stipulations and covenants that might be thereafter committed in respect thereof.

THE SECOND SCHEDULE thereinbefore referred to

(a) No sand gravel stone chalk brick-earth or other substrata to be excavated or dug from the said piece of land except in the course of laying the foundations of the houses or outbuildings to be erected thereon or for use in erecting such buildings

(b) No traction engines to be used upon any roads (other than public roads) abutting upon or in any way forming an approach to the said piece of land

(c) To keep in repair half of the road and the footpath adjoining the said piece of land until the Parochial or other Public Authorities shall take upon themselves the repair of same.

(d) Not at any time to permit use or allow to be used on the said piece of land any wooden hut shed caravan or house on wheels adapted for or intended as a dwelling or sleeping room.

(e) Not to erect any building nearer the said road than twenty feet.

(f) Not to carry on permit to be carried on any noxious noisome or offensive trade business occupation or manufacture on the said piece of land.

5 The following are details of the covenants contained in the Conveyance dated 17 September 1947 referred to in the Charges Register:-

The Purchaser thereby covenanted with the Vendor for the benefit of the estate of which the land thereby conveyed forms part that he the Purchaser and his successors in title to the land thereby conveyed will at all times thereafter perform or observe as the case may be the said restrictive stipulations Provided that the Vendor or its successors in title may at any time release or vary any or all of the restrictive stipulations imposed on the land thereby conveyed or any restrictive conditions which may now or thereafter be imposed upon or land forming part of the same estate.

NOTE: The said restrictive stipulations are those referred to in the Conveyance dated 2 July 1947 referred to in the Charges Register.

End of register