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Official copy of register of title

Title number BK233679

Edition date 21.04.2022

- This official copy shows the entries on the register of title on 31 MAR 2025 at 15:31:19.
- 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 31 Mar 2025.
- 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.

WOKINGHAM

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 7 Wiltshire Drive, Wokingham (RG40 1TQ).
- 2 The Transfer dated 1 June 1984 referred to in the Charges Register contains the following provision affecting the land edged blue on the filed plan.

"IT IS HEREBY AGREED AND DECLARED that the Transferees and their successors in title to the land hereby transferred shall not be or become entitled to:-

(a) Any right of light or air or other right or rights which would or might in any way prejudicially affect the free and unrestricted user by the Transferors and their successors in title of the Retained Land for building or other purposes

(b) Any right of access to or egress from the land hereby transferred over any part of the Retained Land."
- 3 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 8 August 1985 referred to in the Charges Register.

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 (02.09.1985) PROPRIETOR: JANE MARY OSWALD of 7 Wiltshire Drive, Wokingham RG40 1TQ.

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 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 modified. Details of the covenants and of the terms of the modification are set out in the schedule of restrictive covenants hereto.

- 2 The land edged blue and tinted yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 7 January 1922 referred to above:-

EXCEPT NEVERTHELESS AND RESERVING out of said Conveyance any right of light or air which would or might in any way prejudicially affect the free and unrestricted user of any adjoining or neighbouring property of Vendor or persons deriving title under him for building or other purposes

EXCEPT ALSO and reserving to Vendor his heirs and assigns free running of water and soil coming from any other lands or buildings contiguous or near to hereditaments thereby conveyed in or through drains and watercourses upon or under said hereditaments or which with approval of Vendor his successors in estate or assigns might be substituted for such existing drains or watercourses.

- 3 A Conveyance of the land lying to the north of the land in this title dated 30 August 1934 made between (1) Margaret Hughes and Archibald Cecil Hughes (Vendors) and (2) Mary Grenside and Margaret Edna Grenside (Purchasers) contains covenants by the Vendors details of which are set out in the schedule of restrictive covenants hereto.

NOTE 1: 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."

By a Deed dated 28 September 1953 made between (1) Arthur Maltby Pindar (2) Mildred Emily Mitchell (3) Margaret Grenside and Mary Grenside and (4) Leslie Daniel Slears the said covenants were expressed to be modified.

NOTE 2: Original filed under BK64048.

- 4 A Conveyance of the land edged blue on the filed plan and other land dated 18 January 1937 made between (1) Archibald Cecil Hughes and Albert Edgar Hall (Vendors) and (2) Mildred Emily Mitchell (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 5 A Conveyance of the land tinted pink on the filed plan and other land dated 31 May 1938 made between (1) Archibald Cecil Hughes and Albert Edgar Hall (Vendors) and (2) Mable Alice Hughes (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 6 A Conveyance of the land tinted blue 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.

- 7 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 the Conveyance dated 31 December 1943 referred to above were expressed to be released so far as affecting the land tinted blue on the filed plan in the following terms:-

C: Charges Register continued

"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."

- 8 A Transfer of the land tinted blue on the filed plan 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.
- 9 A Conveyance of the land tinted pink on the filed plan and other land dated 18 January 1982 made between (1) Arthur Maltby Pindar (Vendor) and (2) Luff Building Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

The said Conveyance is also expressed to release the covenants contained in the Deeds referred to in the First Schedule thereto which includes the Conveyance dated 7 January 1922 Deed of Variation dated 26 September 1934 and Conveyances dated 30 August 1934 and 31 May 1938 referred to above. Details of the terms of the release are set out in the schedule of restrictive covenants hereto.

- 10 The land tinted pink tinted blue tinted yellow on the filed plan is subject to the following rights granted by a Transfer of the land lying to the east of 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):-

"TOGETHER ALSO with the right to construct upon the land hereby transferred any building or buildings notwithstanding that the same may interfere with the access of light or air to any building now or within the perpetuity period hereinafter defined to be constructed upon the Luff Buildings retained land."

NOTE: The land tinted pink tinted blue tinted yellow on the filed plan forms part of The Luff Building retained land referred to.

- 11 By the Transfer dated 19 November 1982 referred to above the covenants contained in the Conveyance dated 7 January 1922 the Deed dated 26 September 1934 Conveyance dated 30 August 1934 and Conveyance dated 31 May 1938 referred to above were expressed to be released. Details of the terms of release are set out in the schedule of restrictive covenants hereto.
- 12 A Transfer of the land edged blue on the filed plan and other land dated 1 June 1984 made between (1) Derek Franklin Long and Kyra Long (Transferors) and (2) Luff Building Limited (Transferees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 13 The land edged blue on the filed plan is subject to the following rights reserved by the Transfer dated 1 June 1984 referred to above:-
- "EXCEPT AND RESERVING unto the Transferors and their successors in title for the benefit of the remainder of the land comprised in Title Number BK64068 and each and every part thereof (hereinafter called "the Retained Land") the right for the percolation of surface water from the Retained Land into and through all or any part of the land hereby transferred."
- 14 A Transfer of the land in this title dated 8 August 1985 made between (1) Luff Building Limited and (2) John Matthew Oswald and Jane Mary Oswald contains restrictive covenants.

NOTE: Original filed.

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

Schedule of restrictive covenants continued

following (that was to say)

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.....
..

(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 modification contained in the Deed dated 26 September 1934 referred to in the Charges Register:-

Mr Crutchley thereby released Executors and the Successors in title owners for time being of said land coloured pink and green and hatched black on said plan from obligations of said Restrictive Covenant so far as relating to number of houses to be built thereon but not further or otherwise

.....
..

2. For benefit of adjoining or neighbouring land of Mr Crutchley Executors thereby covenant with Mr Crutchley that they or persons deriving title under them would not erect more than such number of 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 on land coloured green on said plan as should be approved by Town Planning Authority or the Interim Development Authority under Town and Country Planning (General Interim Development) Order 1933 as case may be Provided however that plot of land for each house and outbuildings enjoyed therewith should have a frontage to main road of at least 74 feet

NOTE: The land in this title forms part of the land coloured green referred to.

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

The Vendors thereby covenant with the Purchasers 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 in this title forms part of the land coloured blue referred to.

- 4 The following are details of the covenants contained in the Conveyance dated 18 January 1937 referred to in the Charges Register:-

"The Purchaser hereby further covenants with the Vendors for the benefit and protection of the adjoining or neighbouring land of 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 restrictive or other covenants contained in the said Second Schedule hereto so far as regards the other part of their adjoining or neighbouring land or sell the same free therefrom

THE SECOND SCHEDULE above referred to

(being the covenants entered into by the Purchaser under this Conveyance)

1. Not to erect more than one private dwellinghouse on the property hereby conveyed such dwellinghouse to contain not less than four bedrooms with the usual offices outbuildings and appurtenances

Schedule of restrictive covenants continued

including a stable or garage for use in connection therewith

2. 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 other purpose than that of a private dwellinghouse

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

- 5 The following are details of the covenants contained in the Conveyance dated 31 May 1938 referred to in the Charges Register:-

The Purchaser further thereby covenants with the Vendor for the benefit and protection of their adjoining land and every part thereof that she would thenceforth and all times thereafter observe and perform the covenants mentioned in the first schedule thereto PROVIDED ALWAYS AND IT WAS THEREBY AGREED AND DECLARED that the Vendors reserve the right to vary the said restrictive or other covenants so far as regards the other part of their adjoining lands or to sell the same free therefrom

THE SCHEDULE REFERRED TO

1. Not to erect more than one private dwellinghouse on the property thereby conveyed such dwellinghouse to contain not less than 4 bedrooms with the usual offices and outbuildings and appurtenances including a stable or garage for use in connection therewith

2. No such dwellinghouse as aforesaid should be erected at the original cost of less than £1000 exclusive of outbuildings and the plans of such dwellinghouse and outbuildings should 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 thereby 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 other purpose than that of a private dwellinghouse

4. No sand or gravel to be excavated or dug from the property thereby conveyed except in the Course of laying the foundations of the House or outbuildings to be erected thereon.

- 6 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

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 not 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 dwellinghouses 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 lies to the east of the land in this title.

- 7 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 Albion 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."

- 8 The following are details of the covenants contained in the Conveyance dated 18 January 1982 referred to in the Charges Register:-

"THE Purchaser so as to bind the land hereby conveyed and every part thereof into whosoever hands the same may come and for the benefit and protection of the retained land of the Vendor shown edged blue on the said plan and every part thereof into whosoever hands the same may come for itself and its successors and assigns HEREBY COVENANTS with the Vendor to observe and perform the restrictive and other covenants contained in the Second Schedule hereto

THE SECOND SCHEDULE

(New covenants entered into by Purchaser)

1. Not to commence any building operations upon the land hereby conveyed without first erecting a close-boarded fence 6 feet in height supported by concrete posts set in concrete at suitable intervals along the western boundary of the land hereby conveyed

2. Within one month from the date hereof to erect (and forever thereafter maintain) the fence referred to in Clause 1 of this Schedule if building works as aforesaid do not commence within one month of the date of this Conveyance

3. Not to erect any building upon the land hereby conveyed other than detached or semi detached dwellinghouses with or without garages and necessary outbuildings

4. Not to use any dwellinghouse or other building to be erected on the land hereby conveyed or any part thereof for any other purpose than that of a private dwellinghouse

5. Not to do or suffer on the land hereby conveyed or any part thereof or in or upon any building to be erected thereon anything which shall be a nuisance damage or annoyance to the Vendor or his successors in title owner or owners for the time being of the Vendor's said retained land or any part thereof."

NOTE: The retained land edged blue referred to lies to the west of the land in this title.

- 9 The following are details of the terms of the modification contained in the Conveyance dated 18 January 1982 referred to in the Charges Register:-

"INSOFAR as the Vendor is entitled to the benefit of the covenants contained in the deeds set out in the Fourth Schedule hereto or any of them he hereby releases and discharges the Purchaser and its successors

Schedule of restrictive covenants continued

in title owners for the time being of the land hereby conveyed from such of the said covenants as may prevent the construction of detached or semi detached houses to such density as is permitted by the Local Planning Authority upon the land hereby conveyed or upon land forming part of Nos 23 25 27 31 and 33 Wiltshire Road Wokingham aforesaid."

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

"TRIDENT insofar as it may by virtue of this Transfer be entitled to the benefit of the covenants contained in the Deeds set out in the Second Schedule hereto affecting Luff Holdings land edged red and hatched blue on the plan or any of them releases and discharges Luff Holdings and Luff Building and their respective successors in title to Luff Holdings retained land and Luff Building retained land from such of the said covenants as may still be subsisting and capable of taking effect and which may prevent the construction of detached or semi detached houses or flats to such density as is permitted by the local planning authority upon the Luff Holdings retained land and Luff Building retained land or upon any other land forming part of Nos 23 25 27 31 and 33 Wiltshire Road Wokingham aforesaid

TRIDENT in so far as it shall by virtue of the Transfer be entitled to the benefit of the covenants contained in the said Deeds set out in the Second Schedule hereto affecting the Luff Building land edged red on the said plan or any of them releases and discharges Luff Building and Luff Holdings and their respective successors in title to the Luff Building retained land and the Luff Holdings retained land from such of the said covenants as may still be subsisting and capable of taking effect and which may prevent the construction of detached or semi detached houses or flats and garages to such density as is permitted by the Local Planning Authority upon the Luff Building retained land and the Luff Holdings retained land or upon any other land forming part of Nos 23 25 27 31 and 33 Wiltshire Road Wokingham."

NOTE: The land edged red and hatched blue and the land edged red referred to lies to the east of the land in this title.

- 11 The following are details of the covenants contained in the Transfer dated 1 June 1984 referred to in the Charges Register:-

"The Transferees HEREBY FURTHER COVENANT with the Transferors for the benefit and protection of the Retained land and so as to bind the land hereby transferred AND ALSO so as to bind the adjoining land of the Transferees comprised in Title Number BK194925 shown edged green on Plan Number 2 annexed hereto (hereinafter called "the Adjoining Land") into whosoever hands the same may come that the Transferees and their successors in title owner or owners for the time being of the land hereby transferred and of the Adjoining Land:-

(i) Will not erect or permit to be erected any buildings other than dwellinghouses (which expression shall include bungalows but not flats or maisonettes) not more than two storeys in height with ancillary garages and outbuildings on the land hereby transferred or the Adjoining Land

(ii) In particular not without prejudice to the generality of the foregoing will not erect or permit to be erected more than four dwellinghouses or parts of dwellinghouses on the land hereby transferred

(iii) Will not use or permit to be used any dwellinghouse erected on the land hereby transferred or the Adjoining Land otherwise than for the purpose of a private residence in the occupation of one household only

(iv) Will not do or permit or suffer to be done on the land hereby transferred or the Adjoining Land or in any building or buildings that may at any time be thereon any act or thing which shall be or may become a nuisance or annoyance to the owners or occupiers for the time being of the Retained Land or any other adjoining or neighbouring land."

Title number BK233679

Schedule of restrictive covenants continued

NOTE: The land tinted pink and tinted blue on the filed plan forms part of the land edged green referred to.

End of register