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Official copy of register of title

Title number BK324735

Edition date 07.07.2021

- This official copy shows the entries on the register of title on 27 APR 2023 at 12:03:38.
- 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 27 Apr 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.

WEST BERKSHIRE

- 1 (08.07.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 44 Lamden Way, Burghfield Common, Reading (RG7 3LZ).
- 2 A Conveyance of the land in this title and other land dated 25 April 1952 made between (1) Millicent Burnaby-Atkins (Vendor) (2) Doris Kathleen Upperton (Purchaser) and (3) George William Marshall (Sub-Purchaser) contains the following provision:-

IT WAS THEREBY AGREED AND DECLARED

(a) That nothing should be done on land thereby conveyed which would cause any obstruction to the access of light or air passing through any of the windows of any buildings then standing on the adjoining properties known as "The Poplars" and Essex Farm respectively shown on said plan.

(b) That Sub-Purchaser and his sequels in right should not claim by reason of Conveyance to him of property thereby conveyed nor should he or they acquire as against the Purchaser or her sequels in right any right to access of light or air over the said adjoining properties known as "The Poplars" and Essex Farm aforesaid to or for any buildings or erections then built or thereafter to be built or any access or use of light or air to or for such buildings or erections or any additions thereto should so far as regards the Sub-Purchaser or his sequels in right be deemed permissive and enjoyed by consent thereunder so as to prevent the Sub-Purchaser or his sequels in right from having any legal or equitable right or claim or remedy against the Purchaser or her sequels in right in respect of any obstruction or detriment to such access or use of light or air."
- 3 The land has the benefit of the following rights granted by a Deed dated 12 September 1960 made between (1) Elsie Lavinia Emmett (Grantor) (2) The Co-Operative Permanent Building Society (Society) and (3) Archie Stott (Grantee):-

"Full right and liberty forthwith to lay down one iron pipe not exceeding three quarters of an inch in bore of such strength and so constructed as not to permit the escape of any water passing through

A: Property Register continued

the same within and under the said premises of the Grantor from the main supply in the road on which the said premises abut to the point marked 'A' on the said plan such pipe to be laid at such a depth from the surface as will protect the pipe from frost and secure the same against any agricultural operations connected with the surface TOGETHER with full right and liberty to receive from the main supply (subject to payment of the charges leviable by the Water Board) and convey through the said pipe to the said adjoining property of the Grantee such an amount of water as may be required for domestic purposes with liberty from time to time to inspect take up cleanse repair remove and replace the said pipe or any part thereof entering upon the said premises of the Grantor for the purpose doing as little damage as possible to the said premises and making compensation for all damage that may be done."

NOTE: The said premises referred to are shown by pink tinting on the filed plan and the point 'A' has been reproduced on the filed plan.

- 4 (09.11.1992) The land has the benefit of the rights granted by a Deed dated 30 September 1992 made between (1) Easedene Limited and (2) Westbury Homes (Holdings) Limited.

NOTE: Original filed under BK305466.

- 5 (07.10.1994) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 18 August 1994 referred to in the Charges Register.
- 6 (07.10.1994) The Transfer dated 18 August 1994 referred to above contains a provision as to light or air.
- 7 (04.09.2018) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (01.10.1999) PROPRIETOR: RAYMOND NORMAN SHAW and KAREN PATRICIA SHAW of 44 Lamden Way, Burghfield Common, Reading RG7 3LZ.
- 2 (01.10.1999) 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.
- 3 (22.08.2018) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 15.1 of a Deed dated 21 August 2018 and made between Ian Cheshire and Peter Michael Russell and Shinaine Kathleen Wykes and Ian Russell and Hugh Russell and Raymond Norman Shaw and Karen Patricia Shaw (1) and Crest Nicholson Operations Limited (2) have been complied with or that they do not apply to the disposition.
- 4 (04.09.2018) RESTRICTION: No disposition of the part of the registered estate shown tinted blue on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 15.1 of a Co-Operation Agreement dated 20 August 2018 and made between (1) Peter Michael Russell and Others (2) Ian David Cheshire and (3) Raymond Norman Shaw and Karen Patricia Shaw have been complied with or that they do not apply to the disposition.
- 5 (06.04.2020) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

B: Proprietorship Register continued

- 6 (07.07.2021) RESTRICTION: No disposition of the part of the registered estate shown edged blue on the title plan by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by T A Fisher & Sons Limited (Co. Regn. No. 2582252) of Theale Court, 11-13 High Street, Theale, Reading, Berkshire, RG7 5AH or their conveyancer.

C: Charges Register

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

- 1 The land is subject to rights of entry for the purpose of cleansing, repairing and maintaining the septic tank, pipes and irrigation trenches situated on the land lying to the north of the land in this title.
- 2 (21.01.1993) A Transfer of other land lying to the south west of the land in this title dated 19 January 1993 made between (1) Westbury Homes (Holdings) Limited (Westbury) and (2) Westbuild (Oxford) Limited (Westbuild) grants a rentcharge in the following terms:-
- 3.1 Westbuild hereby grants to Westbury in fee simple a perpetual yearly estate rentcharge (hereinafter called "the Rentcharge") of one pound (£1.00) to be forever charged upon and issuing out of the land shown edged red on the plan annexed hereto numbered 2 (being the land comprised in Title BK86223) and payable annually on the 1st January free from all deductions (the first payment (apportioned as appropriate) to be made on the 1st January 1993)
- 3 (21.01.1993) The Transfer dated 19 January 1993 referred to above also contains the following covenants:-
- Westbuild (for itself and its successors in title proprietors or occupiers for the time being of the whole or any part or parts of the said land edged red hereby covenants with Westbury for the benefit of the proprietor for the time being of the Rentcharge and for the benefit of the proprietor for the time being of the land comprised in Title BK305466 (disregarding for this purpose any effect of any future dedication of such land as a public highway) not to erect on the said land edged red any building access to which is obtained across the land comprised in Title BK305466 other than six dwellinghouses and buildings ancillary thereto and other than sheds barns and/or stables Provided always that Westbuild and its successors in title the proprietors for the time being of the whole or any part or parts of the said land edged red shall be entitled to build further dwellinghouses and buildings ancillary thereto upon payment to Westbury or other the proprietor for the time being of the Rentcharge and other the proprietor for the time being of the land comprised in Title BK305466 of a sum in respect of each such dwellinghouse as is equal to Ten thousand pounds (£10,000.00) multiplied by A/B where:
- A = the Nationwide House Price Index (All Properties) for the quarter last published before the erection of the said dwellinghouse and
- B = the said Index for the quarter last published prior to the date hereof
- and for the avoidance of doubt it is hereby agreed and declared that if the Rentcharge and the land comprised in Title BK305466 shall be in separate ownership the said sum shall be paid to the proprietor for the time being of the Rentcharge and the proprietor for the time being of the land comprised in Title BK305466 jointly.
- NOTE: The Rentcharge referred to is registered under title no. BK314030 and the land edged red referred to comprises the land in this title and other land.
- 4 (15.09.1993) An Agreement dated 13 September 1993 made between (1) Westbuild (Oxford) Limited and (2) Newbury District Council relates to the development of the land in this title and other land and contains restrictive covenants.

Title number BK324735

C: Charges Register continued

NOTE: Copy filed under BK86223.

- 5 (07.10.1994) A Transfer of the land in this title dated 18 August 1994 made between (1) Westbuild (Oxford) Limited (Transferor) and (2) Martin Jeffrey Victor Smith and Hazel Smith contains restrictive covenants.

NOTE: Original filed.

End of register