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Official copy of register of title

Title number BK342909

Edition date 02.06.2020

- This official copy shows the entries on the register of title on 18 JUL 2022 at 12:33:05.
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- Issued on 18 Jul 2022.
- 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 (12.05.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 9, 10, 11, 12, 15 and 17 The Glebe, Aldworth, (RG8 9SH).
- 2 (12.05.1997) The land has the benefit of the rights granted by but is subject to the rights reserved by the first Transfer dated 7 March 1997 referred to in the Charges Register.
- 3 (12.05.1997) The Transfer dated 7 March 1997 referred to above contains a provision as to light or air.
- 4 (12.05.1997) The land in this title has the benefit of the following rights granted by a Deed dated 7 March 1997 made between (1) Sovereign Housing Association Limited (Grantor) (2) National Westminster Bank PLC (Mortgagee) and (3) English Villages Housing Association Limited (Grantee):-

"The Grantor with full title guarantee hereby grants to the Grantee and its successors in title the Mortgagee hereby confirms unto the Grantee and its successors in title owners or occupiers for the time being of the Red Land and each and every part thereof and their under-tenants and servants and all persons authorised by them in common with the Grantor and its successors in title owners or occupiers for the time being of the Blue Land and all persons authorised by it

(i) Full right and liberty to pass and repass at all times and for all purposes with or without vehicles over and along the Blue Land for the purpose of gaining access to and egress from the Red Land subject to the Grantee and its successors in title paying a fair proportion of the expense of keeping the same in a proper order and repair until the same shall be adopted by the local highway authority

(ii) Full right and liberty to construct place and lay at any time or times hereof (provided that the same shall be laid within the period of eighty years from the date hereof which shall be the Perpetuity Period applicable hereto) any drains sewers cables pipes conduits poles wires including any ancillary equipment necessary for the supply of water electricity telephone telecommunications and other services for the disposal of surface water drainage (hereinafter called 'the Service

A: Property Register continued

Installations') in through under or over the Blue Land to enable connections of the same with the existing service installations in the adjoining highway

(iii) Full right and liberty to use the Service Installations passing through on under or over the Blue Land for the passage or conveyance of surface water drainage electricity telephone telecommunications and other services running from the property and each and every part thereof together with any necessary rights of entry for the purpose of repairing maintaining laying and renewing the same and making connections therewith Subject to the Grantee and its successors in title making good all damage caused to the surface of the Blue Land until the same shall be adopted by the local authority

(iv) Such rights of access to and entry upon the Blue Land for the purpose of construction installation completion maintenance and repair of the Blue Land as may be necessary and the service installations

(v) Full right and liberty to carry out any works to the Blue Land to enable the same to be made up to a standard of construction to enable the Blue Land to be offered to the local highway authority for adoption at the maintainable public expense

TO HOLD the said rights and liberties hereby granted under the Grantee in fee simple

GRANTORS COVENANTS

The Grantor and its successors in title hereby covenants with the Grantee and its successors in title that they will if requested so to do by the Grantee enter into any Agreements that may be required by the Statutory Authorities under any appropriate Section of the Highways Act 1980 and Section 104 of the Water Industry Act 1991 in relation to the proposed adoption of the Blue Land and the adoption of the service installations laid therein or laid thereunder in relation to the service installations."

NOTE: The Red Land referred to includes the land in this title. The Blue Land referred to is the part of The Glebe shown coloured violet on the plan to the Transfer dated 7 March 1997 referred to above.

- 5 (12.05.1997) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer of the land in this title dated 7 March 1997 referred to in the Charges Register.
- 6 (23.12.1997) The filed plan has been amended.
- 7 (28.04.1998) The land edged and lettered A in red on the filed plan added to the title on 28 April 1998.
- 8 (28.04.1998) The land edged and lettered A in red on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 7 March 1997 referred to in Entry No. 5 above.

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 (02.06.2020) PROPRIETOR: STONEWATER (2) LIMITED (Registered Society No. 19412R) of Suite C, Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester LE8 6EP.
- 2 (02.06.2020) A Transfer of the land edged and lettered A in red on the title plan dated 4 March 1998 made between (1) Newbury District Council (Transferor) and (2) James Butcher Housing Association Limited (Transferee) contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

B: Proprietorship Register continued

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

- 3 (02.06.2020) 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.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 4 March 1998 referred to in the Proprietorship Register:-

"The Transferor hereby covenants with the Transferee to erect and hereafter maintain a 1.8 metres high close boarded fence between the points marked K and L on the plan annexed hereto."

NOTE: The points K and L are reproduced on the filed plan.

C: Charges Register

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

- 1 (12.05.1997) A Conveyance of the land in this title and other land dated 2 July 1938 made between (1) The Reverend Percy Bone (Vendor) (2) Ecclesiastical Commissioners for England (Commissioners) (3) The Master Fellows & Scholars of the College of St John the Evangelist in University of Cambridge (Patrons) and (4) The Right Honourable Edward Mauger Baron Iliffe (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 2 (12.05.1997) A Transfer of the land in this title and other land dated 7 March 1997 made between (1) Newbury District Council and (2) English Villages Housing Association Limited contains restrictive covenants.

NOTE: Original filed under BK342907.

- 3 (12.05.1997) An Agreement dated 7 March 1997 made between (1) Aldworth Parish Council (2) English Villages Housing Association and (3) Newbury District Council contains covenants pursuant to Section 106 of the Town and Country Planning Act 1990.

NOTE: Copy filed under BK342907.

- 4 (12.05.1997) A Transfer of the land in this title dated 7 March 1997 made between (1) English Villages Housing Association Limited and (2) The James Butcher Housing Association Limited contains restrictive covenants.

NOTE: Original filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 2 July 1938 referred to in the Charges Register:-

COVENANT by Purchaser to intent and so as to bind as far as practicable the said hereditaments into whosoever hands the same may come and so as to ensure for the benefit and protection of the neighbouring property then forming part of the gelbe lands belonging to said Vicarage thereby covenants with Vendor and also by way of separate covenant with commissioners as followed:-

1. THAT he would not without previous consent in writing of Vendor erect or suffer to be erected any buildings whatsoever other than private dwellinghouses each of minimum prime cost for selling purposes of £700 with usual offices thereto.

Schedule of restrictive covenants continued

2. NO buildings erected on said land should be used for any purpose other than that of a private dwellinghouse or for agricultural purposes.

3. HE would not do or suffer to be done on said hereditaments or in or upon any building for time being thereon any act matter deed or thing which should or might be or become a nuisance damage annoyance or disturbance to the Vendor or to Minister conducting or congregation attending Divine Worship in Parish Church of Aldworth or churchyard surrounding same or to owner or occupier for time being of Vicarage premises shown on said plan or any adjoining or neighbouring property.

4. THE Vendor should have power without obtaining any consent for or making compensation to Purchaser to deal as Vendor might think fit under the Ecclesiastical Leasing Acts or otherwise with any adjoining opposite or neighbouring hereditaments then forming part of the glebe lands belonging to said Vicarage and to erect or suffer to be erected thereon any buildings whatsoever whether such buildings should or should not affect or diminish the light or air which might then or at any time or times thereafter be enjoyed by Purchaser or other the owner or occupier for time being of hereditaments thereby conveyed or any part thereof.

End of register