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**Official copy
of register of
title**

Title number HP184778

Edition date 18.12.2019

- This official copy shows the entries on the register of title on 14 JAN 2020 at 11:38:00.
- 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 14 Jan 2020.
- 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, Weymouth 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.

HAMPSHIRE : BASINGSTOKE AND DEANE

- 1 (13.02.1981) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the east of Cufaude Lane, Chineham.
- 2 The land has the benefit of the following rights granted by the Conveyance dated 1 March 1979 referred to in the Charges Register:-

"TOGETHER WITH

(a) a right of way at all times and for all purposes with or without vehicles over and along all roads and footpaths constructed or to be constructed by the Vendor or its successors in title the owners and occupiers for the time being on the land edged green and blue on the said plan the Sub-Purchaser or its successors in title paying a fair proportion of the cost of repairing and maintaining the said roads and footpaths and

(b) the right to the free and uninterrupted passage and running of water soil gas electricity and all other services through all sewers drains wires pipes and cables laid or constructed or to be laid or constructed through over or under the land edged green and blue on the said plan by the Vendor or its successors in title the owner and occupiers for the time being thereof the Sub-Purchaser or its successors in title paying a fair proportion of the cost of repairing and maintaining the said sewers drains pipes wires and cables"

NOTE 1: The above rights in so far as they are in respect of roads and footpaths and sewers, drains, wires, pipes and cable to be constructed or to be laid are included in the registration only so far as such rights are validated by the Perpetuities and Accumulations Act 1964

NOTE 2: The land edged green and blue referred to is the land abutting the west side of Cufaude Lane between Four Lanes Cottage and Petty's Brook and the land adjoining the northern, north-eastern and eastern boundary of the land in this title.

A: Property Register continued

- 3 The Conveyance dated 1 March 1979 referred to above contains the following provision:-
- "The Sub-Purchaser or its successors in title shall not be entitled to any right of light or air over the land edged green on the said plan so as to restrict the use by the Vendor or its successors in title of the said land edged green on the plan for building or any other purpose"
- 4 (13.02.1981) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 3 February 1981
Term : 99 years from 25 December 1980
Rent : £1280 rising to £2560
Parties : (1) Martin Grant Homes Limited
(2) Astormile Limited
- NOTE: The registered lease is deemed to have been surrendered and re-granted following the grant of a lease or leases under section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 with the effect specified in paragraph 10 of Schedule 11 to that Act.
- 5 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 6 The landlord's title is registered.
- 7 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.
- 8 (09.04.2008) By a Deed dated 4 April 2008 made between (1) Martin Grant (Holdings) Limited and (2) Astormile Limited the terms of the registered lease were varied.
- NOTE: Copy Deed filed.

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 (13.02.1981) PROPRIETOR: ASTORMILE LIMITED of 18 High Street, Bagshot GU19 5AA.

C: Charges Register

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

- 1 The land is subject to the following easements, exceptions, reservations and rights referred to in the Agreements and Declarations contained in a Conveyance of the freehold estate in the land in this title and other land dated 23 November 1972 made between (1) Christopher James Makins and Roger Millor (Vendors) and (2) Sheraton Securities Limited:-
- IT IS HEREBY AGREED AND DECLARED that the following easements exceptions reservations and rights shall enure for the benefit of the Vendors and their successors in title as hereafter appears:-
- (a) The right for the benefit of all adjoining and neighbouring lands of the Vendors (hereinafter referred to as "the Retained Land") to use all roads and footpaths which shall at any time be constructed (within 80 years from the date hereof) on the land for the purpose only of access to and from the Retained Land or any part thereof the Vendors contributing a reasonable proportion of the expense of maintenance and upkeep according to the extent of their user

C: Charges Register continued

(b) The right for the benefit of all the Retained Land to make connections with and use all drains sewers and watercourses to be constructed (within 80 years of the date hereof) on the Land for the purpose only of draining surface water and foul water from the retained land and any buildings or other development erected or carried out thereon the Vendors contributing a reasonable proportion of the expense of maintenance and upkeep according to the extent of their user.

NOTE: No further particulars of the retained land referred to are given in the said Conveyance but the Vendors owned land on the northern and eastern sides of the land conveyed thereby.

- 2 An Agreement dated 28 February 1979 made between (1) Charles Church Developments Limited, Ritzvale Limited and Martin Grant Homes Limited (Covenantors) and (2) Borough Council of Basingstoke and Deane (Council) contains the following provisions:-

CONDITIONS AND AGREEMENT

1. "The Covenantor" and "the Council" shall include their respective successors in title and assigns
2. Words importing the singular number only include the plural number and vice versa words importing the masculine gender only include the feminine and neuter genders and where there is more than one person included in the expression "the Covenantor" such persons are deemed to covenant in this Agreement jointly and severally
3. The Council is the District Planning Authority for the purposes of the Town and Country Planning Act 1971 (hereinafter called "the Act") for the area within which the land described in the First Schedule hereto is situated (hereinafter called "the Land")
4. The Covenantor is a person interested in the Land for the purpose of Section 52 of the Act
5. The Covenantor desire that certain of the land being hereinafter described in the Third Schedule should in due course be dedicated to the Council for amenity purposes and maintained by the Council
6. This Agreement is made pursuant to Section 2 of the Act and Section of 136 of the Housing Act 1974 for the purpose of restricting or regulating the development or use of the land
7. An application for planning permission for development in respect of the Land has been made short particulars of which are set out in the Second Schedule hereto (hereinafter called "the Development")
8. The Council proposes to grant planning permission for the Development subject to conditions
9. The covenant hereby given by the Covenantor is set out in the Third Schedule hereto and is given with the intent to bind the land into whosoever hands the same or any part thereof may come

It is hereby jointly agreed and declared that if the Covenantor shall fail to perform or observe any of the conditions on its part herein contained in part I of the Third Schedule or shall become bankrupt or insolvent or enter into any composition with creditors or enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction and amalgamation) the Council without prejudice to any rights remedies or powers which it may have may by notice in writing to the Covenantor determine part I of the Third Schedule of this Agreement

THE SECOND SCHEDULE hereinbefore
referred to

(Particulars of the Applications)

Outline application under reference number BDB 6180 for the erection of six hundred and five in number dwellings on the Land

C: Charges Register continued

THE THIRD SCHEDULE hereinbefore referred to
(The Covenant binding the Land)

Part I

1. The Covenantors undertakes that those areas indicated on the attached drawing as "Areas of Landscape/open space" shall be provided in such a form to the satisfaction of the Council and without prejudice to the generalith of the foregoing shall be treated in the manner more particularly described hereafter

2. Otherwise the Covenantor undertakes within the balance of the Land to provide amenity areas and landscaping in according with the provisions of the Development Brief submitted as part of the application and further in accordance with the best principle of Town and Country planning and otherwise further without prejudice to the generality of the foregoing more particularly in the manner hereinafter described

3. The Covenantor will with the exception of woodland areas and scrub areas at its own expense lay out grass seed turf plant and otherwise complete landscaping as amenity areas the aforementioned areas (hereinafter called "the amenity land") (the operations being hereinafter called "the works") using the best grass seed or turf shrubs and seeds available and shall carry out this work in confoming with the attached specification and aforementioned Drawing and in all other respects to the reasonable satisfaction of the Council's Director of Technical Services for the time being (hereinafter called "the Surveyor")

4. The Covenant undertakes to comply with Condition No. 10 of the planning permission No. BDB 6180

5. At the expiry of the maintenance period provided the works shall have been properly carried out and the amenity land properly maintained in accordance with the terms hereof the Covenantor shall transfer by Conveyance or other assurance the said amenity land unencumbered and in fee simple to the Council at no cost to the Council to be held for planning purposes pursuant to the Act and thereafter maintained by it.

NOTE 1: The land in this title falls within the land described in the First Schedule referred to

NOTE 2: The land in this title does not fall within the "Areas of Landscape/open Space" referred to above.

3 The land is subject to the following rights reserved by a Conveyance of the freehold estate in the land in this title and other land dated 1 March 1979 made between (1) B K Developments Limited (Vendor) (2) Comefly Properties Limited (Purchaser) and (3) Martin Grant Homes Limited (Sub-Purchaser):-

"EXCEPT AND RESERVING unto the Vendor and its successors in title the owners or occupiers for the time being of the land edged green on the said plan for so long as the Vendor shall have any estate or interest in the said land edged green

(a) a right of way at all times for all purposes with or without vehicles over and along the roads and footpaths constructed or to be constructed within a period of 80 years of the date hereof by the Sub-Purchaser or its successors in title on the land hereby conveyed for the purpose only of access to and egress from the land edged green the Vendor or its successors in title paying a fair proportion of the cost of repairing and maintaining the said roads and footpaths and

(b) the right to the free and uninterrupted passage and running of water soil gas electricity through all sewers drains wires pipes and cables laid or constructed within a period of 80 years of the date hereof to be laid or constructed by the Sub-Purchaser or its successors in title through under or over the land hereby conveyed the Vendor or its successors in title paying a fair proportion of the cost of

C: Charges Register continued

repairing and maintaining the said sewers drains pipes wires and cables and

(c) the right for the Vendor or its successors in title to enter upon the land hereby conveyed at any time after giving the owner for the time being thereof not less than 3 months notice in writing of their intention so to do for the purpose of constructing and maintaining thereon or therethrough at the expense of the Vendor all such roads footpaths sewers drains wires pipes and cables as are reasonably necessary to provide for the use occupation and enjoyment of his said land edged green and for the construction or future construction thereon of dwellinghouses or other buildings the Vendor making good any damage or loss occasioned thereby to the Sub-Purchaser

The Vendor and Purchaser hereby covenant with the Sub-Purchaser that they will not exercise the benefit of the exceptions and reservations contained in Clause 1 hereof before the expiration of 42 days from the 1st day of August 1979 and it is hereby agreed and declared that the said exceptions and reservations shall be extinguished if the Sub-Purchaser completes the purchase of the land edged green on the said plan in accordance with terms of an agreement dated the 27th day of April 1978"

NOTE: The land edged green on the Conveyance plan referred to is the land abutting the west side of Cufaude Lane between Four Lanes Farm Cottage and Petty's Brook and the land lying to the north and north-east of the proposed roadway lying along the north and north-eastern boundary of the land in this title.

- 4 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 28 January 1981 made between (1) Martin Grant Homes Limited (Grantor) and (2) The Southern Electricity Board (Board):-

"FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to lay use and thereafter from time to time inspect maintain repair renew replace relay supplement and remove underground electric cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto (hereinafter referred to as "the electric cables") in and under the land comprised in the title above mentioned in the position shown (as near as may be) coloured green on the plan bound up within and also under and along the roads footpaths and ways of the Grantors Development known as Four Lanes Farm (Phase 3) at Chineham in Hampshire until such times as the same shall be taken over and become maintainable at the public expense Together with FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to enter upon the land comprised in the title above mentioned for all or any of the purposes aforesaid and to break up and excavate to much of the said land coloured green and the roads footpaths and ways of the Development until such time as aforesaid as may from time to time be necessary"

NOTE: The land coloured green referred to is shown hatched brown on the filed plan. The said Deed also contains the following covenants:-

"THE Grantor with intent to bind the land comprised in the title above mentioned into whosoever hands the same may come and for the benefit and protection of the Board's statutory electricity undertaking and the electric cables HEREBY COVENANTS with the Board that the Grantor and those deriving title under him will not at any time hereafter do or permit or suffer to be done anything upon the land comprised in the title above mentioned which may cause damage to the electric cables or interfere with or prevent the free access thereto by the Board"

- 5 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

1	09.07.1981	3 Beech House (First	15.05.1981	HP191617
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Schedule of notices of leases continued

	1 (part of): 2	Floor): Garage	99 years (less 10 days) from 25.12.1980	
2	10.07.1981 3 (part of)	6 Beech House (Ground Floor)	22.05.1981 99 years (less 10 days) from 25.12.1980	HP191735
3	10.07.1981 1 (part of): 4	1 Beech House (Ground Floor): Garage	14.05.1981 99 years (less 10 days) from 25.12.1980	HP191724
4	16.07.1981 5 (part of): 6	2 Sycamore Huse (Ground Floor): Garage	26.06.1981 99 years (less 10 days) from 25.12.1980	HP192042
5	10.08.1981 9 (part of): 10	1 Sycamore House (Ground Floor): Garage	01.07.1981 99 years (less 10 days) from 25.12.1980	HP193270
6	10.08.1981 7 (part of): 11	4 Beech House (First Floor): Garage	14.05.1981 99 years (less 10 days) from 25.12.1980	HP193271
7	25.08.1981 3 (part of)	8 Beech House (First Floor)	15.06.1981 99 years (less 10 days) from 25.12.1980	HP194094
8	25.08.1981 5 (part of): 16	4 Sycamore House (First Floor): Garage	10.07.1981 99 years (less 10 days) from 25.12.1980	HP194130
9	09.09.1981 14 (part of)	5 Sycamore House (Ground Floor)	14.08.1981 99 years (less 10 days) from 25.12.1980	HP195038
10	10.09.1981 18 (part of): 19	6 Willow House (Ground Floor): Garage	13.08.1981 99 years (less 10 days) from 25.12.1980	HP195125
11	15.09.1981 21	2 Willow House (Ground Floor)	14.08.1981 99 years (less 10 days) from 25.12.1980	HP195392
12	24.09.1981 22 (part of) 23	1 Maple Lodge (Ground Floor): Garage	24.07.1981 99 years (less 10 days) from 25.12.1980	HP195992
13	22.09.1981 22 (part of): 24	1 Maple Lodge (First Floor): Garage	08.07.1981 99 years (less 10 days) from 25.12.1980	HP195779
14	12.10.1981 21 (part of)	4 Willow House (First Floor)	14.08.1981 99 years (less 10 days) from 25.12.1980	HP196855
15	27.10.1981 27 (part of): 29	7 Willow House (First Floor Flat) Garage	14.08.1981 99 years (less 10 days) from 25.12.1980	HP197923
16	27.10.1981 25 (part of)	1 Willow House (Ground Floor Flat)	06.10.1981 99 years (less	HP197843

Schedule of notices of leases continued

			10 days) from 25.12.1980	
17	17.11.1981 15 (part of)	6 Sycamore House (Ground Floor Flat)	30.09.1981 99 years (less 10 days) from 25.12.1980	HP199250
18	30.11.2009 7 Part of): 8	2 Beech House (Ground Floor): Garage	20.11.2009 189 years (less 10 days) from 25.12.1980	HP721985
	NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of Schedule 11 to that Act apply.			
19	19.02.2010 9 (part of): 17	3 Sycamore House (First Floor): Garage	21.12.2009 189 years (less 10 days) from 25.12.1980	HP724450
	NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of Schedule 11 to that Act apply.			
20	26.04.2010 25 (part of)	3 Willow House (First Floor)	20.11.2009 189 years (less 10 days) from 25.12.1980	HP726454
	NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of schedule 11 to that Act apply.			
21	15.10.2010 30 (part of)	5 Beech House (Ground Floor)	03.09.2010 189 (less 10 days) from 25.12.1980	HP731540
	NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of schedule 11 to that Act apply.			
22	15.10.2010 18 (Part of): 26	8 Willow House (First Floor Flat): Garage	03.09.2010 189 years (less 10 days) from 25.12.1980	HP731555
	NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of schedule 11 to that Act apply.			
23	01.10.2015 14 (part of)	7 Sycamore House (first floor)	07.09.2015 189 years (less 10 days) from 25.12.1981	HP786672
	NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of schedule 11 to that Act apply.			
24	29.04.2016 30 (part of)	7 Beech House (first floor)	12.04.2016 189 years (less 10 days) from 25/12/1980	HP793893
	NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of schedule 11 to that Act apply.			
25	13.07.2016 12 (Part of) : 20	2 Maple Lodge (Ground floor):Garage	08.07.2016 189 Years (less 10 Days) from 25:12:1980	HP796278

Schedule of notices of leases continued

NOTE: This lease was granted under the provisions of section 56 or 93 (4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of schedule 11 to that Act apply.

26	17.07.2017 15 (part of)	8 Sycamore House (first floor flat)	13.07.2017 189 years less 10 days from 25.12.1980	HP808652
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NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of Schedule 11 to that Act apply

27	06.10.2017 12 (part of): 13	4 Maple Lodge (First Floor): Garage	29.09.2017 189 years (less 10 day) from 25.12.1980	HP811477
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NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development 1993 and the provisions of paragraph 10 of Schedule 11 to that Act apply

28	30.01.2018 27 (part of): 28	5 Willow House (Ground Floor Flat): Garage	08.09.2017 189 years (less 10 days) from 25.12.1980	HP811587
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NOTE: This lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 and the provisions of paragraph 10 of Schedule 11 to that Act apply.

End of register