

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number WT274416

Edition date 01.03.2019

- This official copy shows the entries on the register of title on 20 AUG 2020 at 09:44:23.
- 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 20 Aug 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.

SWINDON

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south side of Okus Road, Swindon.
- 2 (05.09.2008) A Conveyance of the land edged and numbered 5 in blue on the title plan and other land dated 14 May 1954 made between (1) Henry James Organ (Vendor) and (2) Edwin H. Bradley and Sons Limited (Purchasers) contains the following provision:-
 

"Provided Always and it is hereby agreed and declared that the Purchasers shall not become entitled to any easement right of light air or other easement or right which would restrict or interfere with the free use of any other land belonging to the Vendor or any person deriving title under him for building or any other purposes and this Conveyance shall be deemed to exclude the grant of any such rights."
- 3 (05.09.2008) The Conveyance dated 6 July 1956 referred to above contains the following covenants which are expressed to be for the benefit of the land :-
 

"THE Purchaser HEREBY COVENANTS with the Vendors and the Company to make and for ever after maintain proper and suitable fences between the following points shown on the said plan and denoted as follows: A to B, B to C, C to D, D to E, F to G, and G to H such fences to be of such height construction and design as may be approved by the Vendors the Company and the Local Planning Authority and of sufficient strength and thickness to prevent persons and animals on the adjoining land of the Vendors from trespassing.

THE Purchaser HEREBY COVENANTS with the Vendors and the Company and their respective successors in title owners or occupiers for the time being of the factory premises now owned or occupied by the Vendors or the Company and edged blue and of the lands of the Company hatched blue on the said plan or adjoining any part of Okus Road or its said extension and to the intent that such covenant shall run with and bind the pieces of land hereby conveyed and each and every part thereof as to covenant (a) and (c) for the benefit of the said factory premises and each and every part thereof and as to covenant (b) and (c) for the benefit of all the said premises as follows that is to say:

# A: Property Register continued

(a) That the Purchaser will at no time hereafter raise any objection or cause or suffer to be raised any objection by any other person or persons whomsoever owning or residing upon or occupying any building or accommodation in or upon the pieces of land hereinbefore conveyed or any part thereof in respect of the continued use by the Company of their adjoining factory premises for the purpose of a builders yard builders merchant store and factory joinery and woodworking factory or for the trade or business of stonebreakers or quarries or for the purpose of a concrete block and product factory transport depot transport repair depot and engineering works or for other industrial purposes whether of the foregoing kind or not and

(b) Not to carry on or permit or suffer to be carried on upon the pieces of land hereinbefore conveyed or in any building to be erected thereon the trade or business of an Inn Hotel Beerhouse Refreshment House or Club or place for the manufacture or sale therein either by wholesale or retail of Ale Beer Porter Cider Wines Spirits or any other noisome offensive or dangerous trade business manufacture or occupation whatsoever or use the said piece of land or any such buildings as aforesaid in such a way as to cause a nuisance or annoyance to the Vendors or the Company or the owners and occupiers of the adjoining lands

(c) That the Purchaser will not part with the pieces of land hereinbefore conveyed or any part thereof or any interest therein without first securing a similar covenant from the person or persons to whom such disposition is made including a covenant in similar terms to this present sub-clause"

4 (05.09.2008) The land tinted pink on the title plan has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of other land adjoining the Western boundary dated 6 July 1956 made between (1) Hubert Edwin Bradley and others (Vendors) and (2) The Minister of Health (Purchaser):-

"TOGETHER with the rights set out in the Third Schedule hereto EXCEPT AND RESERVED as is excepted and reserved in the Fourth Schedule hereto

### THE THIRD SCHEDULE

FULL AND FREE RIGHT for the Purchaser and his successors owners and occupiers for the time being of the pieces of land hereby conveyed and any buildings for the time being erected thereon and all persons authorised by them such rights to be in common with the Vendors and the Company and their successors in title to a like right:

.....  
..

a right to the passage and running of water soil gas and electricity through the sewers drains pipes wires and cables now or hereafter constructed and laid through Okus Road extension and through the adjoining lands of the Vendors and the Company so far as the same are designed for the service of the pieces of land hereinbefore conveyed and the further right to make any connections with the said sewers drains pipes wires and cables and for such person with workmen and others to enter upon the adjoining lands of the Vendors and the Company on making full compensation to the owner of the land or their or its successors in title for all damage done or occasioned to the surface of such lands by the exercise of such liberty as aforesaid and further contributing a proper proportion of the expense of maintaining renewing and replacing such sewers drains or watercourses until the same are taken over by the Local Authority such proportion to be assessed in accordance with the degree of user and to be settled in the event of a dispute by a Surveyor appointed by the President of the Royal Institute of Chartered Surveyors

### THE FOURTH SCHEDULE

EXCEPT AND NEVERTHELESS AND RESERVING unto the Vendors and the Company and their respective successors in title owners of the respective adjoining estates of the Vendors and the Company and the buildings

## A: Property Register continued

erected thereon the right to the passage and running of water soil gas and electricity through the sewers drains pipes wires and cables now or hereafter constructed or laid by the Purchaser through the roadway known as Okus road extension (so far as the Purchaser has the right to grant the same) except in so far in each case as the same are in the future designed only for the service of the pieces of land hereby conveyed or any buildings erected thereon and the further right to make any connections with the said sewers drains pipes wires and cables (including connecting drains and pipes along the dotted lines shown on the said plan leading from the South Western corner of the Factory of the Company to the foul and service sewers or water drains passing through the said pieces of land hereby conveyed and shown on the said plan) and for such purposes with workmen and others to enter upon the pieces of land hereby conveyed the persons exercising such rights making full compensation to the Purchaser and his successors in title for all damage done or occasioned to the surface of the pieces of land hereby conveyed by the exercise of such liberty as aforesaid".

*NOTE: Copy Conveyance plan filed under WT103252.*

- 5 (05.09.2008) The land tinted pink and tinted yellow on the title plan has the benefit of the following rights reserved by a Conveyance of the property known as 71 Okus Road dated 24 February 1988 made between (1) Edwin H. Bradley & Sons Limited (Vendor) and (2) Maureen Picken (Purchaser):-

"EXCEPTING AND RESERVING out of the property hereby conveyed in favour of the Vendor and its successors in title the owners for the time being of the Retained Land and each and every part thereof:-

(1) The right upon giving reasonable prior written notice (being not less than forty eight hours) such rights to be exercised at any time within a period of eighty years from the date hereof (which said period shall be the perpetuity period for the purposes of this Deed) to enter upon the property to remove any concrete soil wall fence hedge tree shrub bush or other matter upon the property within the area of one metre from the front pavement abutting the property the approximate position of such area being represented by a continuous blue line on the plan annexed hereto and to generally reduce the height of the garden in front of the said area in front of the blue line in order to comply with the requirements of the Highways Authority (which expression shall for the purposes of this Deed mean the Wiltshire County Council or such other body or Authority as may from time to time have the power to grant permission or make rules and regulations or impose conditions on or to the use of any public highway adjacent to the property as the means of access from the Retained Land) with regard to visibility for access from any development now or at any time to be constructed upon the Retained Land the Vendors (or their successors in title) being responsible for all costs incurred by such removal and making good the appearance of the property to the reasonable satisfaction of the Purchaser

(2) The right upon reasonable prior written notice (being not less than forty eight hours) to enter upon the property to prune cut lop fell or remove any hedge tree bush or shrub growing in the front garden of the property obstructing the visibility from the exit from any development now or at any time to be constructed upon the retained land so as to place the Vendors (or their successors in title) in breach of any requirement of the Highways Authority"

*NOTE: The land tinted pink and tinted yellow on the title plan forms part of the retained land referred to above.*

- 6 (05.09.2008) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 21 August 2008 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 (21.12.2017) PROPRIETOR: FURATTO LIMITED (Co. Regn. No. 08939347) of 7 Nelson Street, Southend-On-Sea SS1 1EH.
- 2 (21.12.2017) 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 (21.12.2017) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord contained in the lease(s) referred to in the Schedule of Notices of Leases and of indemnity in respect thereof.
- 4 (02.02.2018) The price stated to have been paid on 11 December 2017 was £193,097.
- 5 (01.03.2019) RESTRICTION: No disposition of the registered estate 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 the proprietor for the time being of the Charge dated 29 January 2019 in favour of Barclays Bank PLC referred to in the Charges Register.

## C: Charges Register

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

- 1 (05.09.2008) A Conveyance of the land edged and numbered 1 in blue on the title plan and other land dated 31 October 1923 made between (1) Fitzroy Pleydell Goddard and John Crewe Wood (Vendors) and (2) Edwin Henry Bradley (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (05.09.2008) A Conveyance of the land edged and numbered 2 in blue on the title plan and other land dated 6 November 1923 made between (1) Fitzroy Pleydell Goddard and John Crewe Wood (Vendors) and (2) Edwin Henry Bradley (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (05.09.2008) A Conveyance of the land edged and numbered 3 in blue on the title plan and other land dated 26 January 1933 made between (1) John Crewe Wood and others (Vendors) and (2) Edwin Henry Bradley and others (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (05.09.2008) A Conveyance of the land edged and numbered 4 in blue on the title plan and other land dated 26 January 1933 made between (1) John Crewe Wood and others (Vendors) and (2) Edwin Henry Bradley and others (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (05.09.2008) The land is subject to the rights granted by a Transfer of the land tinted green on the title plan and other land dated 3 April 2006 made between (1) George Wimpey South West Limited and (2) Southern Electric Power Distribution Plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under WT249277.*

- 6 (05.09.2008) A Transfer which included the land in this title dated 21 August 2008 made between (1) George Wimpey South West Limited and (2) Regis Port Limited contains restrictive covenants.

*NOTE: Copy filed.*

- 7 (05.09.2008) The land is subject to the lease set out in the schedule of leases hereto.
- 8 (01.03.2019) REGISTERED CHARGE dated 29 January 2019 affecting also other titles.

*NOTE: Charge reference 262963.*

## C: Charges Register continued

- 9 (01.03.2019) Proprietor: BARCLAYS BANK PLC (Co. Regn. No. 1026167) of 1 Churchill Place, London E14 5HP.
- 10 (01.03.2019) The proprietor of the Charge dated 29 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

## Schedule of restrictive covenants

- 1 (05.09.2008) The following are details of the covenants contained in the Conveyance dated 31 October 1923 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendors their heirs and assigns to the intent that the same shall run with the said piece of land and bind not only the Purchaser his heirs and assigns but all persons deriving title under him that he the Purchaser his heirs and assigns will not erect any advertising or other similar hoarding on any part of the said premises except such as relate to the selling or letting thereof And also not after the nineteenth day of June One thousand nine hundred and twenty eight to use any building erected on the said land for any purpose other than that of private dwellinghouses which may include stables greenhouses and other outbuildings usually appurtenant to private dwellinghouses nor after that day after the said buildings and erections shall have been removed as aforesaid to carry on upon the said premises or any part thereof any trade manufacture or business of any kind whatsoever provided that this clause shall not apply to the letting of lodgings or apartments And also not at any time to use the said premises or any buildings thereon as an Inn Hotel Beerhouse Refreshment House Club or place for the sale of intoxicating liquors And also not to excavate or quarry any stone or gravel or other mineral on the said premises except such as may be necessary for the purpose of erecting private dwellinghouses thereon".

NOTE: The northern boundary of the land edged and numbered 1 in blue on the title plan forms part of the Northern boundary of the land conveyed.

- 2 (05.09.2008) The following are details of the covenants contained in the Conveyance dated 6 November 1923 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendors and to the intent that the covenants hereinafter contained shall run with the land hereby conveyed namely that he the Purchaser his heirs and assigns will not carry on or permit to be carried on upon the said piece of land or on any part thereof or in any building to be erected thereon the trade or business of an Inn Hotel Beerhouse Refreshment House or Club or place for the manufacture or sale thereon either by wholesale or retail of Ale Beer Porter Cider Wines Spirits or any other fermented liquors or any other noisome offensive or dangerous trade business manufacture or occupation whatsoever or use the said land in such way as to cause a nuisance to the owners and occupiers of the adjoining land"

- 3 (05.09.2008) The following are details of the covenants contained in the Conveyance dated 26 January 1933 referred to in the Charges Register:-

"The Purchasers and their successors in title hereby covenant with the Vendor and their successors in title and to the intent that the restrictions and conditions hereinafter contained shall be binding on the said piece of land hereby conveyed into whosoever hands the same may come that they the Purchaser and their successors in title will at all times observe and perform and keep the restrictions and conditions set forth in the Second Schedule hereto.

The Second Schedule before referred to

1. Not to carry on or permit to be carried on upon the said land or in any building to be erected thereon the trade or business of an Inn Hotel Beerhouse Refreshment House or Club or place for the manufacture

## Schedule of restrictive covenants continued

or Sale therein either by wholesale or retail of Ale Beer Porter Cider Wines Spirits or any other fermented liquors or any other noisome offensive or dangerous trade business manufacture or occupation whatsoever or use the land in such a way as to cause a nuisance or annoyance to the owners and occupiers of the adjoining land"

- 4 (05.09.2008) The following are details of the covenants contained in the Conveyance dated 26 January 1933 referred to in the Charges Register:-

"The Purchasers and their successors in title hereby covenant with the Vendor and their successors in title and to the intent that the restrictions and conditions hereinafter contained shall be binding on the said piece of land hereby conveyed into whosoever hands the same may come that they the Purchaser and their successors in title will at all times observe and perform and keep the restrictions and conditions set forth in the Second Schedule hereto.

The Second Schedule before referred to

1. Not to carry on or permit to be carried on upon the said land or in any building to be erected thereon the trade or business of an Inn Hotel Beerhouse Refreshment House or Club or place for the manufacture or Sale therein either by wholesale or retail of Ale Beer Porter Cider Wines Spirits or any other fermented liquors or any other noisome offensive or dangerous trade business manufacture or occupation whatsoever or use the land in such a way as to cause a nuisance or annoyance to the owners and occupiers of the adjoining land"

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	05.09.2008	Plots 1-79 Royal Mead, Phase 1, Okus Road	20.08.2008 150 years from 1/10/2004	WT276316

End of register