

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED THROUGH LAND REGISTRY DIRECT SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 21 SEP 2006 AT 13:36:48. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN THE REGISTRY. FOR SEARCH PURPOSES, THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.
THIS TITLE IS DEALT WITH BY PETERBOROUGH DISTRICT LAND REGISTRY.

TITLE NO: EX225910
REGISTER LAST UPDATED ON : 09 DEC 2005 AT 11:36:15

A: Property Register
This register describes the land and estate comprised in the title.

ESSEX : BRAINTREE

1. (09.07.1974) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings at Elderberry Gardens and Forest Road, Witham.
2. The land has the benefit of the following rights granted by the Transfer dated 29 November 1979 referred to in the Charges Register:-

"together with the Present Rights and the Past Rights.

PAST RIGHTS

A. Full right and liberty for the free passage and running of water soil and electricity from and to the lot through the Services now laid or to be laid within the period under along or over the Transferred Land and serving the Lot Together with the power at any time to enter upon the Transferred Land for the purpose of making connections with repairing renewing maintaining inspecting or cleansing the Services causing as little disturbance as possible and making good any damage caused the cost of repairing maintaining renewing inspecting or cleansing the Services to be borne between the transferees of the Transferred Land and the owners of the parts of the Estate having the use of the Services.

C. A right of support from the adjoining land included in the Estate including any buildings now or within the Period erected thereon

D. The right to enter upon the adjoining land included in the Estate for the sole purpose of repairing maintaining painting and rebuilding the house or garage erected on the Lot built next to the boundary of the Transferred Land the person exercising such right making good at his own expense any damage caused.

PRESENT RIGHTS

1. A. Full right and liberty for the free passage and running of water soil and electricity from and to the Lot through the Services now laid or to be laid within the Specified Period under along or over the Retained Land and serving the Lot TOGETHER WITH the power at any time to enter upon the Retained Land for the purpose of making connections with repairing renewing maintaining inspecting cleansing the Services causing as little disturbance as possible and making good any damage caused the cost of repairing maintaining renewing inspecting or cleansing the Services to be borne between the Purchaser and the owners of the parts of the estate having the use of the services.

B. A right of way with or without vehicles (as appropriate) at all times

over the estate roads and footpaths thereto leading from the Lot to the nearest highway maintainable at public expense

C. A right of support from the Retained Land including any buildings now or within the Specified Period erected thereon.

D. The right to enter upon the retained land for the sole purpose of repairing maintaining painting and rebuilding the buildings erected on the Lot built next to the boundary of the Retained Land the person exercising such right making good at his own expense any damage caused."

NOTE:-The Transferred and Retained land and the Estate above referred to together comprise the land adjoining the land in this title and forming Mulberry Acacia and Elderberry Gardens. The Lot referred to is the land in this title and the specified period is 79 years from 29 November 1979.

3. The Transfer dated 29 November 1979 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

A. That the walls dividing the Lot from any other house or garage erected on any part of the Estate are party walls and the respective owners of the severed parts thereof shall contribute equally to all necessary repairs thereto

B. The access and user of light and air to and for the Lot and any building or thing for the time being erected and standing thereon from and over the Retained Land is enjoyed under the express consent of the Vendor and the Vendor and its successors in title owners or occupiers of the retained land may from time to time and at any time interfere with or destroy the access of light and air to the Lot and the said buildings and things by erecting new buildings or altering existing buildings on the Retained Land without any formal revocation of such consent."

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. (18.12.1998) PROPRIETOR: #REGISPORT LIMITED# (Co.Regn.No 2349845) of Gibraltar House, 539/541 London Road, Westcliffe on Sea, Essex SS0 9LJ.
2. (09.12.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 6 October 2005 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. The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 9 February 1972 made between (1) Hurst Gunson Cooper Taber Limited (Vendor) and (2) Tangmora Properties Limited (Purchaser):-

"THE Land is hereby conveyed subject to the exceptions and reservations

thereout specified in the First Schedule hereto unto the Vendor and all persons authorised by it for the benefit of the Vendor's adjoining land edged blue on the said plan.

THE FIRST SCHEDULE

1. Any right to the free passage of light or air through any windows or openings in any building to be erected on any part of the land hereby conveyed.

2. The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any building or other erections and to alter any building or any erection now standing or hereafter to be erected on any part of the Vendor's said adjoining land in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected on any part of the land hereby conveyed and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Vendor's said adjoining land by or in respect of the land hereby conveyed or any part thereof shall be deemed to be so enjoyed by the licence or consent of the Vendor and not as of right

3. All easements quasi easements liberties privileges and other rights and advantages other than of way now used or enjoyed over the land hereby conveyed and which would be implied by statute or by reason of severance and take effect in favour of a purchaser of the Vendor's said adjoining land as if the same had been conveyed to such purchaser and the land hereby conveyed had been retained by the Vendor

4. The full and unrestricted right passage and running of water soil gas and electricity and oil in through under along or over all or any sewers drains pipes cables and other such service media as are now or hereafter constructed in under over or along the land hereby conveyed and each and every part thereof save where the same or any of them are maintained by the Local or any other Authority Subject to the Vendor and all persons authorised by it paying a fair proportion according to user of the cost of maintaining the same

5. The full and unrestricted right to enter into and upon the land hereby conveyed or any part thereof for the purpose of constructing and laying down such sewers drains pipes cables and other service media in over under or along the land hereby conveyed or any part thereof as the Vendor shall require in respect of its adjoining land and for any development thereon and the full and free right to connect to and maintain repair cleanse and renew the said sewers drains pipes cables and other service media or any of them Subject to the Vendor and all persons authorised by it making good any damage occasioned by such entry and works and to the Vendor and all persons authorised by it paying the cost of maintaining the same.

6. The full and unrestricted right to connect to the said sewers drains pipes cables and other service media or any of them together with all necessary right of access on the land hereby conveyed for the purpose subject to the Vendor and all persons authorised by it making good any damage thereby occasioned.

7. The full free and unrestricted right of access on the land hereby conveyed for the purpose of maintaining cleansing repairing and renewing the said sewers drains pipes cables and other service media or any of them Subject to the Vendor and all persons authorised by it making good any damage thereby occasioned."

NOTE:-The adjoining land referred to is the land lying between the South Eastern boundary of the Forest Road Estate of which the land in this

title forms part and the railway.

2. The land is subject to such rights of way on foot only over the paths and common parts of the buildings user of gardens support shelter and protection passage and running of water soil gas and electricity entry and other rights as are granted by the leases specified in the Schedule hereto.
3. The land is subject to the following rights reserved by a Transfer of the land in this title dated 29 November 1979 made between (1) Willow Homes (Witham) Limited (Vendor) by the direction of Fairview Estates (Housing) Limited and (2) Carter Lane Homes Limited (Purchaser):-

"Except and Reserving to the Transferred Land and the Retained Land the Present Reservations and the Past Reservations.

THE PAST RESERVATIONS

- A. Full right and liberty for the free passage and running of water soil and electricity from and to the Transferred Land through the Services now laid or within the Period to be laid under along or over the Lot together with the power at any time to enter upon the Lot for the purpose of making connections with repairing and renewing maintaining inspecting or cleansing the Services causing as little disturbance as possible and making good any damage caused
- B. A right of support from the Lot for the Transferred Land (including the buildings now or within the Period erected thereon)
- C. The right to enter upon the Lot for the sole purpose of repairing maintaining painting and rebuilding any house or garage constructed next to the boundary of the Transferred Land the person or persons exercising such rights making good at its his or their own expense any damage caused
- D. A right of way at all times and for all purposes on foot only over such parts of the footpath (if any) shown on the plans to the Instruments as is included in the Lot subject to payment of a fair proportion according to user of maintenance costs.

THE PRESENT RESERVATIONS

THERE is excepted and reserved unto the Vendor for the benefit of the Vendor and its successors in title the owners for the time being of the Retained Land or any part or parts thereof intended to be benefited the following rights:-

- A. The right to release vary or modify any of the Covenants so far as they are restrictive of user
- B. Full right and liberty for the free passage and running of water soil and electricity from and to the Retained Land and buildings through the services now laid or within the Specified Period to be laid under along or over the Lot together with the power at any time to enter upon the Lot for the purpose of making connections with repairing renewing maintaining inspecting or cleansing the Services causing as little disturbance as possible and making good any damage caused
- C. A right of support from the Lot for the Retained Land (including the buildings now or within the Specified Period erected thereon)
- D. The right to enter upon the Lot for the sole purpose of repairing maintaining painting and rebuilding any house or garage constructed next to the boundary of the Lot the person or persons exercising such rights making good at its his or their own expense any damage caused

E. A right of way at all times and for all purposes over such parts of the Lot (if any) as are coloured blue on the Plan subject to payment of a fair proportion according to user of maintenance costs

F. All rights of drainage eavesdropping passage light air and water and all liberties privileges and advantages now used or enjoyed (whether as easements quasi easements or otherwise and whether or not continuous apparent or reasonably necessary) with the Retained Land."

NOTE:-There is no blue colouring shown on the plan.

4. (09.12.2005) REGISTERED CHARGE contained in a Debenture dated 6 October 2005 affecting also other titles.

NOTE: Charge reference EX204328.

5. (09.12.2005) Proprietor: #BARCLAYS BANK PLC# (Co. Regn. No. 01026167) of Floor 27, 1 Churchill Place, London E14 5HP.

Schedule of Notices of Leases

Title	Reg. date and Plan ref.	Property description	Date of lease and Term	Lessee's
1.	20.12.1979 5 (part of)	Flat 18 Forest Road (Second floor flat)	28.11.1974 99 years from 24.6.1974	EX171518
2.	5 (part of)	Flat 12 Forest Road (First floor flat)	27.11.1974 99 years from 24.6.1974	EX171519
3.	4 (part of)	Flat 14 Forest Road (Second floor flat)	10.12.1974 99 years from 24.6.1974	EX171650
4.	11 (part of)	Flat 17 Forest Road (Ground floor flat)	20.12.1974 99 years from 24.6.1974	EX171865
5.	12 (part of)	Flat 7 Forest Road (Second floor flat)	19.12.1974 99 years from 24.6.1974	EX171916
6.	11 (part of)	Flat 21 Forest Road (Second floor flat)	19.12.1974 99 years from 24.6.1974	EX172290
7.	(part of)	Flat 8 Forest Road (First floor flat)	20.12.1974 99 years from 24.6.1974	EX172351 4
8.	2 (part of)	Flat 35 Forest Road (Second floor flat)	31.12.1974 99 years from	EX172455

			24.6.1974	
9.	6 (part of)	Flat 9 Forest Road (Second floor flat)	13.12.1974 99 years from 24.6.1974	EX172490
10.	1 (part of)	Flat 33 Forest Road (Second floor flat)	31.12.1974 99 years from 24.6.1974	EX172504
11.	1 (part of)	Flat 25 Forest Road (Ground floor flat)	23.12.1974 99 years from 24.6.1974	EX172513
12.	9 (part of)	Flat 13 Forest Road (First floor flat)	30.12.1974 99 years from 24.6.1974	EX172512
13.	1 (part of)	Flat 29 Forest Road (First floor flat)	23.12.1974 99 years from 24.6.1974	EX172658
14.	20.12.1979 10 (part of)	Flat 16 Forest Road (Ground floor flat)	16.12.1974 99 years from 24.6.1974	EX172692
15.	7 (part of)	Flat 5 Forest Road (First floor flat)	24.2.1975 99 years from 24.6.1974	EX172912
16.	6 (part of)	Flat 3 Forest Road (Ground floor flat)	13.2.1975 99 years from 24.6.1974	EX172935
17.	8 (part of)	Flat 14 Forest Road (Second floor flat)	20.2.1975 99 years from 24.6.1974	EX173039
18.	7 (part of)	Flat 8 Forest Road (Second floor flat)	28.2.1975 99 years from 24.6.1974	EX173059
19.	(part of)	Flat 6 Forest Road (Ground floor flat)	24.2.1975 99 years from 24.6.1974	EX173064 5
20.	8 (part of)	Flat 12 Forest Road (First floor flat)	7.3.1975 99 years from 24.6.1974	EX173322
21.		Flat 4 Forest Road (First	3.2.1975	EX173323

	12 (part of)	floor flat)	99 years from 24.6.1974	
22.	9 (part of)	Flat 11 Forest Road (Ground floor flat)	24.2.1975 99 years from 24.6.1974	EX173397
23.	2 (part of)	Flat 27 Forest Road (Ground floor flat)	20.3.1975 99 years from 24.6.1974	EX173402
24.	(part of)	Flat 4 Forest Road (Ground floor flat) 24.6.1974	25.3.1975 99 years from	EX173595 3
25.	8 (part of)	Flat 10 Forest Road (Ground floor flat)	27.3.1975 99 years from 24.6.1974	EX173705
26.	10 (part of)	Flat 20 Forest Road (Second floor flat)	28.2.1975 99 years from 24.6.1974	EX173776
27.	20.12.1979 11 (part of)	Flat 19 Forest Road (First floor flat)	17.12.1974 99 years from 24.6.1974	EX173900
28.	2 (part of)	Flat 43 Forest Road (First floor flat)	16.4.1975 99 years from 24.6.1974	EX174019
29.	7 (part of)	Flat 2 Forest Road (Ground floor flat)	23.12.1974 99 years from 24.6.1974	EX174068
30.	12 (part of)	Flat 1 Forest Road (Ground floor flat)	24.3.1975 99 years from 24.6.1974	EX174237
31.	9 (part of)	Flat 15 Forest Road (Second floor flat)	24.2.1975 99 years from 24.6.1974	EX174408
32.	(part of)	Flat 2 Forest Road (Ground floor flat) 24.6.1974	10.6.1975 99 years from	EX175092 4
33.	6 (part of)	Flat 6 Forest Road (First floor flat)	14.2.1975 99 years from 24.6.1974	EX175151
34.		Flat 10 Forest Road (First	28.4.1975	EX175400

	3 (part of)	floor flat)	99 years from 24.6.1974	
35.	10 (part of)	Flat 18 Forest Road (First floor flat)	17.7.1975 99 years from 24.6.1974	EX176880
36.	3 (part of)	Flat 16 Forest Road (Second floor flat)	11.12.1975 99 years from 24.6.1974	EX177576

END OF REGISTER

NOTE 1: The date at the beginning of an entry is the date on which the entry was made in the Register.

NOTE 2: Symbols included in register entries do not form part of the register and are used by Land Registry for internal purposes only.