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Official copy of register of title

Title number NT302748

Edition date 20.06.2007

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- This title is dealt with by Land Registry Nottingham (East) Office.

A: Property Register

This register describes the land and estate comprised in the title.

NOTTINGHAMSHIRE : BROXTOWE

1 (09.05.1995) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the north east side of Wollaton Road, Beeston.

2 (09.05.1995) The Conveyance dated 12 April 1921 referred to in the Charges Register contains the following provision:-

DECLARATION that the walls lying between the points B and C on the said plan and dividing the hereditaments thereby conveyed from the adjoining hereditaments of the Vendor should at all times thereafter be and remain party walls and be repairable accordingly.

NOTE: Copy plan filed.

3 (09.05.1995) The Conveyance dated 14 April 1927 referred to in the Charges Register contains the following provision:-

"The walls shown on the plan and marked or indicated as party walls are party walls and maintainable and repairable as such as also the rain water gully above the party wall separating the property hereby conveyed from the adjoining property of the Vendors on the north western side thereof and the downright pipe therefrom shall be deemed to be a party gully and party down pipe on whosoever property the same may be and shall be kept in repair at the joint and equal expense of the Vendors and the Purchaser".

NOTE: Copy Conveyance plan filed.

4 (09.05.1995) The Conveyance dated 25 June 1927 referred to in the Charges Register contains the following provision:-

"All party walls sewers drains eaves spouting fall pipes and other easements and things heretofore used and enjoyed in common between the property hereby conveyed and the adjoining premises retained by the

A: Property Register continued

Vendor and the adjoining premises formerly forming part of the Anglo Scotian Mills (excepting matters relating to rights of way heating power and lighting) shall continue to be so used and enjoyed and shall be maintained and repaired at the proportionate expense of the owners for the time being of the properties served thereby"

- 5 (09.05.1995) The land tinted yellow and tinted mauve on the title plan has the benefit of the following rights granted by a Conveyance thereof dated 2 May 1947 made between (1) Frederick William Barnes (Vendor) and (2) F W Barnes & Sons Limited (Company):-

"TOGETHER as to both the said properties first and secondly hereinbefore described (so far as the Vendor has power to grant the same) with a right for the Company its successors in title and assigns and its and their tenants undertenants servants workmen and all other persons authorised by it or them at all times and for all purposes and with or without horses carts and other vehicles to go pass and repass over and along the roadway known as The Poplars (which is for ever to be left open and unbuilt upon) to and from Wollaton Road aforesaid from and to the said property hereby conveyed"

- 6 (09.05.1995) The land tinted pink on the title plan has the benefit of the following rights granted by a Conveyance thereof dated 2 November 1981 made between (1) Attcell Property Company Limited (Vendor) and (2) F. W. Barnes and Sons Limited (Purchaser):-

"TOGETHER with the right for the Purchaser and its successors in title in common with the Vendor and its successors in title and all other persons entitled to use the same

(c) the right to enter on to the Vendor's remaining property for the preparation of escape routes pipes wires and for the general maintenance of the said property"

- 7 (09.05.1995) The Conveyance dated 2 November 1981 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Purchaser and its successors in title shall not acquire or become entitled to any easement or right of light or air or other easement or right which would in any way restrict or interfere with the free use or enjoyment by the Vendor or its successors in title of any adjoining or neighbouring property now or formerly of the Vendor for building or any other purpose"

- 8 (28.09.1998) The land has the benefit of the following rights granted by a Deed of Grant dated 6 April 1998 referred to in the Charges Register:

"the Grantor hereby grants unto the Grantees ALL THAT the right for the Grantees and their successors in title owners or occupiers for the time being of the blue land and their tenants agents servants workmen and all other persons authorised by them in common with the Grantor and its successors in title owners or occupiers for the being of the pink land at all times hereafter and for all purposes to pass with or without vehicles of any kind at all times over and along the roadway coloured brown on the plan annexed hereto leading to and from Albion Street Beeston aforesaid between the points marked "A" and "B" which shall not exceed at any point fifteen feet in width.

NOTE: Copy Deed plan filed.

- 9 (20.04.2005) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 10 (20.04.2005) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered NT406895 in green on the title plan dated 17 March 2005 made between (1) Gilbert & Hall Limited and (2) Willoughby Garages Nottm Limited.

NOTE: Copy Transfer filed under NT406895.

- 11 (20.04.2005) The Transfer dated 17 March 2005 referred to above contains a provision as to boundary structures.

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 (05.08.2004) PROPRIETOR: GILBERT & HALL LIMITED (Co. Regn. No. 209640) of Attenborough House, 1 Albion Street, Beeston, Nottingham NG9 2PA.
- 2 (05.08.2004) The price stated to have been paid on 11 June 2004 was £890,000.
- 3 (05.08.2004) 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.
- 4 (09.08.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 18 July 2005 in favour of National Westminster Bank PLC referred to in the Charges Register.
- 5 (20.06.2007) RESTRICTION: No transfer of the part of the registered estate tinted pink and hatched blue on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number NT302748 and NT346425 or its solicitors that the provisions of clause 2(c) of a Deed of Covenant dated 6 June 2007 made between (1) Sainsbury Propco B Limited and (2) Gilbert & Hall Limited have been complied with.

C: Charges Register

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

- 1 (09.05.1995) A Conveyance of the land tinted yellow on the title plan and other land dated 12 April 1921 made between (1) Arthur James Pollard (Vendor) and (2) Cuckson Haseldine & Manderfield Limited (Purchasers) contains the following covenants:-

COVENANT by Purchasers with Vendor that the Purchasers their successors and assigns would not at any time thereafter erect any building hoarding or erection on such portion of the hereditaments thereby conveyed as were situate on the Eastern or South-Eastern side of a line drawn between the respective points marked D and E on the said plan which should prejudicially affect or interfere with or obstruct any rights of light or air then used and enjoyed by the Vendor in respect of the said adjoining hereditaments.

NOTE: Copy plan filed.
- 2 (09.05.1995) The land tinted yellow on the title plan is subject to the following rights reserved by the Conveyance dated 12 April 1921 referred to above:-

excepting and reserving unto the Vendor or other the owner or owners for the time being of the adjoining hereditaments forming part of the said factory known as The Anglo Scotian Mills the right to the full and free use and enjoyment for all proper and accustomed purposes of the open yard shewn in the said plan drawn on abstracting presents and thereon coloured yellow hatched green as a means of access to the said adjoining hereditaments the cost of maintaining and keeping the said yard in good and complete repair and condition being borne and paid in equal proportions by the Vendor or other the owner or owners for the time being of the said adjoining hereditaments and the owners or owner for the time being of the hereditaments thereby conveyed

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RESERVED ALSO unto the owner or owners for the time being of the

C: Charges Register continued

adjoining hereditaments of the Vendor the right to use as heretofore (in common with the Purchasers or other the owner or owners for the time being of the hereditaments thereby conveyed) the sewer or drain running under the said yard from the said adjoining hereditaments of the Vendor into the said Road known as "The Poplars" the cost of keeping the said sewer or drain in proper repair and condition being borne and paid in equal proportions by the Vendor or other the owner or owners for the time being of the said adjoining hereditaments and the owner or owners for the time being of the hereditaments thereby conveyed.

- 3 (09.05.1995) A Conveyance affecting the land tinted pink on the title plan dated 5 August 1921 made between (1) Arthur James Pollard and (2) Cuckson Haseldine and Manderfield contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (09.05.1995) A Conveyance affecting the land tinted pink on the title plan dated 24 August 1922 made between (1) Arthur James Pollard and (2) A and F. H. Parkes (Nottingham) Limited contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 5 (09.05.1995) The land tinted yellow on the title plan is subject to the following rights reserved by a Conveyance thereof dated 14 April 1927 made between (1) Cuckson Haseldine and Manderfield Limited (Vendors) and (2) Frederick William Barnes (Purchaser):-

"EXCEPTING AND RESERVING to the Vendors their successors in title and assigns owners for the time being of the property on the north easterly side of the yard included in this Conveyance the right to use and connect up with the sewer and drains lying under the said yard in common with the Purchaser his successors in title and assigns (the Vendors and Purchaser and other persons using the same keeping the said sewer and drains in repair at their joint and equal expense) the said right now reserved being limited to a user of the said sewer and drains for the purpose only of serving certain lavatories and water closets recently erected by the Vendors on the rectangular piece of land belonging to them and forming the north western corner of the said yard as shown on the said plan and thereon coloured green AND RESERVING ALSO unto the Vendors their successors in title and assigns the right to put out and maintain as a means of access of light and air a certain window in their property adjoining the said yard forming part of the property hereby conveyed which window overlooks the said yard and to put out and maintain certain other windows on the south western side of the said lavatories and waterclosets so as aforesaid recently erected by the Vendors Provided nevertheless that the right now reserved shall be limited to a right to maintain such windows without prejudice to the right of the Purchaser his successors in title and assigns to increase the height of the buildings on the other side of the said yard in any way whatever or to build upon the said yard if such buildings in the yard do not interfere with the free access of light and air to the said window".

NOTE: Copy plan filed.

- 6 (09.05.1995) A Conveyance of the land tinted mauve on the title plan dated 25 June 1927 made between (1) Arthur James Pollard (Vendor) and (2) Frederick William Barnes (Purchaser) contains the following covenants:-

"The Purchaser hereby covenants with the Vendor as follows -

That he the Purchaser and his sequels in title will not at any time hereafter further erect or build on the said premises hereby conveyed or on the site thereof any further building hoarding or erection which would prejudicially affect interfere with or obstruct any flow or passage of light or air over the premises hereby conveyed as now used and enjoyed by the Vendor and Messieurs A & F H Parkes (Nottingham) Limited in respect of the adjoining properties retained by the Vendor and other adjoining hereditaments recently sold by the Vendor to the said Messieurs A & F H Parkes (Nottingham) Limited"

- 7 (28.09.1998) A Deed of Grant dated 6 April 1998 made between (1)

C: Charges Register continued

Attcell Property Company Limited (Grantor) and (2) Christopher Goold Barnes and Peter Loraine Barnes (Grantees) contains the following covenants:-

"THE GRANTEES and their successors in title hereby jointly and severally covenant with the Grantor as follows:-

- a. To pay on demand 50% of the cost of maintaining the said roadway in proper repair and condition
- b. Not at any time to obstruct or cause an obstruction of the said roadway by vehicles or otherwise

NOTE 1: The roadway referred to is coloured brown between the points marked "A" and "B" on the plan to the said deed

NOTE 2: Copy Deed plan filed.

- 8 (26.08.1999) An Agreement dated 23 August 1999 made between (1) Broxtowe Borough Council and (2) Christopher Goold Barnes and (2) Peter Loraine Barnes pursuant to Section 106 of the Town and Country Planning Act 1990 contains provisions and restrictive conditions relating to the development of the land in this title.
- 9 (09.08.2005) REGISTERED CHARGE dated 18 July 2005 affecting also title NT410475.
- 10 (09.08.2005) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of PO Box 7895, 5th Floor, Cumberland Place, Nottingham NG1 7ZS.
- 11 (20.12.2006) The land is subject to the rights granted by a Deed of Grant dated 15 December 2006 made between (1) Gilbert and Hall Limited and (2) Central Networks East PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

End of register