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# Official copy of register of title

Title number HP625829

Edition date 07.11.2006

This official copy shows the entries on the register of title on 24 JUN 2019 at 13:58:19.

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The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 24 Jun 2019.

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.

### SOUTHAMPTON

- 1 (14.02.2003) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 5 Westbrook Court, 200 Bassett Green road, Southampton, (SO16 3LU).

NOTE: As to the part tinted blue on the filed plan only the First Floor Flat is included in the title.

- 2 (14.02.2003) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 31 January 2003  
 Term : 125 years from 29 September 2002  
 Rent : As therein mentioned  
 Parties : (1) Brian Robert Oakley and Elaine Patricia Oakley  
 (2) Gayle Elizabeth White

- 3 (14.02.2003) 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.

- 4 (14.02.2003) The lessor's title is registered.

- 5 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.

## 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

## B: Proprietorship Register continued

- 1 (07.11.2006) PROPRIETOR: SAVIA MARIA DE SOUZA of Flat 5 Westbrook Court, 200 Bassett Green Road, Southampton SO16 3EU.
- 2 (07.11.2006) The price stated to have been paid on 8 September 2006 was £230,000.
- 3 (07.11.2006) The covenants implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor are modified.
- 4 (07.11.2006) 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 8 September 2006 in favour of Yorkshire Building Society referred to in the Charges Register.

## C: Charges Register

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

- 1 (14.02.2003) A Conveyance of the freehold estate in the land in this title and other land dated 29 October 1938 made between (1) John Edward Arthur Willis Fleming (Vendor) and (2) Roger Charles Anderson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 19 February 1952 made between (1) John Brown Phillimore Willis Fleming Edward Charles Augustus Willis Fleming and Richard Hugh Willis Fleming and (2) Cecil Oscar Ribeiro the said covenants above were expressed to be modified and released as therein mentioned. The said Deed contains further restrictive covenants.

-NOTE: Copy Deed filed under HP5734.

- 2 (14.02.2003) A Transfer of the freehold estate in the land in this title and other land dated 18 February 1952 made between (1) Reginald William Jones at the request and by the direction of Sotonvale Estates Limited and (2) Cecil Oscar Ribeiro contains restrictive covenants.

-NOTE: Original filed under HP5734.

- 3 (14.02.2003) The land is subject to the rights reserved by the Transfer dated 18 February 1952 referred to above.

- 4 (14.02.2003) By a Deed dated 16 December 1996 made between (1) Richard Hugh Willis Fleming and Anne Jacqueline Syms (Trustees) (2) Willis Fleming Enterprises Limited (Company) and (3) Shinderpal Singh Shahi and Balbeer Kaur Shahi (Owner) the covenants contained in the Conveyance dated 29 October 1938 referred to above were expressed to be further modified. The said Deed also contains restrictive covenants, details of the terms of the modification and the covenants are set out in the Schedule of restrictive covenants hereto.

- 5 (14.02.2003) By a Deed dated 15 February 2002 made between (1) Richard Hugh Willis Fleming and Anne Jacqueline Syms (2) Willis Fleming Enterprises Limited and (3) Kevin James and Carol James the covenants in the Conveyance dated 29 October 1938 referred to above were expressed to be further modified as therein mentioned.

-NOTE: Original filed under HP5734.

- 6 (07.11.2006) REGISTERED CHARGE dated 8 September 2006.
- 7 (07.11.2006) Proprietor: YORKSHIRE BUILDING SOCIETY of Yorkshire House, Yorkshire Drive, Rooley Lane, Bradford, W. Yorkshire BD5 8LJ.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 29 October 1938 referred to in the Charges Register:-

## Schedule of restrictive covenants continued

"THE Purchaser hereby covenants with the Vendor and his successors in title and the persons deriving title under him and them the owners and occupiers for the time being of that portion of the Vendors Estate in the Parishes of Chilworth and North Stoneham now remaining unsold or any part thereof that the Purchaser and the persons deriving title under him will henceforth at all times hereafter observe perform and comply with all and singular the restrictive and other covenants contained in the First Schedule hereto to the intent that each of the said restrictive and other covenants shall enure for the benefit of and be enforceable by the Vendor and the owner or occupier for the time being of the Vendor's said Estate in the Parishes of Chilworth and North Stoneham which such restrictive or other covenant may touch or concern and that the benefit of each such restrictive or other covenant shall be annexed to that part of the Vendor's said Estate which that restrictive or other covenant may touch or concern.

THE FIRST SCHEDULE referred to

1. IN these covenants the following expressions shall have the following meanings respectively that is to say:-

(a) "The Land" shall mean the property hereby conveyed or the part thereof affected by the particular covenant or provision concerned.

(b) "The Purchaser" shall include his successors in title and assigns owners for the time being of the land.

(c) "The Owners" means the Vendor and his successors in title owners for the time being of the unsold parts of the Fleming Estates for the time being and their express assigns.

(d) "The Agent" means the Agent for the time being of the Owners.

(e) "Prime Cost" means the first net cost of materials and labour of construction and the usual decorations only estimated at the current prices as at the date of these presents and is to be exclusive of the costs of garage detached outbuildings and fencing.

2. THE Purchaser will so arrange the drainage from the buildings from time to time on the land and dispose of the sewage therefrom as not to occasion any injury or annoyance to the Owners and will not at any time make or use any cesspool or other receptacle for ordure or filth on or in the land within ten yards of the boundary thereof.

3. NO dwellinghouse or other building or erection shall at any time be erected on the land otherwise than in accordance with a drawing of the plan and elevation thereof and a statement of the materials proposed to be used in the walls roof and other outer parts thereof previously submitted to and approved in writing by the Owners or the Agent which approval shall not be unreasonably withheld.

4. NOT without the consent of the Owners or the Agent to make any window in any building now or at any time hereafter erection on the land overlooking any ground adjoining the land except in the basement or ground floor or at a distance measured at a right angle to such window of Thirty feet from such adjoining ground.

5. NOT at any time to use or permit to be used the land or any part thereof or any building at any time thereon for any of the following purposes namely as a church chapel meeting house or assembly room or an ale or public house beer or spirit shop or victualling house or for the retail of any liquors or for any meeting or assemblage for amusement or for political religious or other purposes not being a family or other private meeting or assemblage and not being an assemblage of any other character inoffensive to the Owners or for or as a common brewery or distillery or for making any bricks tiles pipes or other earthenware not being bricks tiles or pipes to be used in or upon the land or for a shop or for any business trade or manufacture or for any illegal noxious dangerous noisy or other purpose injurious or offensive to the Owners or for any purpose other than as a private residence only.

6. NOT to erect on the land or any part thereof any building whatsoever other than a private dwellinghouse complying in all respects

## Schedule of restrictive covenants continued

with the provisions of these covenants or such of them as may be applicable thereto and a garage and other outbuildings for use in connection therewith.

7. THAT no such dwellinghouse garage or other building or any part thereof shall be constructed made or consist of white bricks or green tiles.

8. NO dwellinghouse shall be built on the land so that the same or the grounds thereof shall have a frontage.

(a) UPON so much of the boundary of the land as lies between the points marked A and B on the plan attached hereto unless the same shall be built upon and stand in its own private grounds of an area of not less than one half of an acre in extent with a minimum frontage to such last mentioned boundary of One hundred feet and shall be of the prime cost of One thousand two hundred and fifty pounds.

(b) UPON so much of the boundary of the land as lies between the points marked B and C on the said plan unless the same shall be built upon and stand in its own private grounds of an area of not less than one third of an acre in extent with a minimum frontage to such last mentioned boundary of Sixty feet and shall be of the prime cost of One thousand pounds.

(c) UPON so much of the boundary of the land as lies west of a line drawn between the points marked A and D on the said plan unless the same shall be built and stand in its own private grounds of an area of not less than one third of an acre in extent with a minimum frontage to such last mentioned boundary of not less than Sixty Feet and shall be of the prime cost of One thousand two hundred pounds.

(d) UPON so much of the boundary of the land as lies between the points marked D and E on the said plan unless the same shall be built upon and stand in its own private grounds of an area of not less than one third of an acre in extent with a minimum frontage to such last mentioned boundary of not less than Sixty feet and shall be of the prime cost of One thousand pounds.

(e) UPON such part of the boundary of the land as lies between the points marked E and F on the said plan unless the same shall be built upon and stand in its own private grounds of an area of not less than one quarter of an acre in extent with a minimum frontage to such last mentioned boundary of Sixty feet and shall be of the prime cost of Eight hundred and fifty pounds.

(f) UPON such part of the boundary of the land as lies between the points marked F and G on the said plan unless the same shall be built upon and stand in its own private grounds of an area of not less than one fifth of an acre in extent and shall be of the prime cost of Seven hundred and fifty pounds.

9. NO House shall be built on such part of the land as lies in the eastern corner of the land and in the Ordnance Survey Map (1933 Edition) is marked "Allotment Gardens" and numbered No. 944 unless the same shall be built upon and stand in its own private grounds of an area of not less than one quarter of an acre in extent and shall be of the prime cost of Eight hundred pounds.

10. No dwellinghouse shall be built.

(a) ON so much of the land as lies to the west of the dotted line on the said plan running from Bassett Green Road in the North to the Southern boundary of the land at a point at or near the said point marked E on the said plan and is unaffected by the provisions of the covenant Number 8 hereinbefore contained unless the same shall be built upon and stand in its own private grounds of an area of not less than one quarter of an acre in extent and shall be of the prime cost of Nine hundred pounds.

(b) ON so much of the land as lies to the east of the said dotted line and is unaffected by the provisions of covenants numbers 8 and 9 hereinbefore contained unless the same shall be built upon and stand in

## Schedule of restrictive covenants continued

its own private grounds of an area of not less than one sixth of an acre in extent and shall be of the prime cost of Seven hundred pounds".

NOTE 1: The frontage of the land in this title lies between the points marked A to B referred to in Clause 8 (a) above

NOTE 2: The land in this title does not fall within the said land marked Allotment Gardens referred to in Clause 9 above

NOTE 3: The land in this title lies to the west of the dotted line referred to in Clause 10(a) above.

2 The following are details of the terms of modification and the covenants contained in the Deed dated 16 December 1996 referred to in the Charges Register:-

4.1 In consideration of the sum of £7,500 paid by the Owner to the Company at the direction of the Trustees the receipt of which the Company acknowledges the Trustees so far as they lawfully can and may but not further or otherwise and not so as to imply any warranty or covenant for title with the consent of the Company hereby release the Owner and his successors in title the owner or owners for the time being of the Property from the Restrictive Covenants to the extent and so far only as necessary (but not further or otherwise) to permit the erection of the Building on the Property.

4.2 The Owner for himself and his successors in title hereby covenant with the Trustees and the Company (claiming under them as purchaser) so as to bind the Property and every part thereof for all time and the owners and occupiers thereof for the time being for the benefit of the remaining land of the Trustees or any part or parts thereof capable of being benefitted by the same not to make any additions alterations or variations to the Buildings other than in accordance with plans and specifications first produced to and approved in writing by the Trustees or their successors in title and in accordance with the Restrictive Covenants."

End of register