

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 31 OCT 2018 AT 13:39:16. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, PETERBOROUGH OFFICE.

TITLE NUMBER: CB125778

There is no application or official search pending against this title.

A: Property Register

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

CAMBRIDGESHIRE : EAST CAMBRIDGESHIRE

- 1 (27.09.1990) 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 Spencer Drove, Soham, Ely.
- 2 The mines and minerals and rights of support therefrom are excepted.
- 3 The land tinted pink on the filed plan has the benefit of the following rights granted by the Conveyance dated 12 August 1985 referred to in the Charges Register:-

"Together with a right of way (in common with the Board and all persons authorised by them) for all purposes necessary for the enjoyment of the property over the land on the Board along the route shown coloured Brown on the said plan between the property and the nearest public highway and SUBJECT to the payment from time to time on demand of a fair share according to user of the expense of maintaining repairing and renewing the said roadway the amount of such contribution to be ascertained and certified by the Board's Surveyor whose certificate shall be final."

NOTE: The land coloured brown is tinted brown on the filed plan.

- 4 The Conveyance dated 12 August 1985 referred to above contains the following provision:-

"THERE are not included in the Conveyance:

.....
..

any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

THE Purchasers HEREBY RELEASE the Board from all obligations (if any) as to fencing in relation to the property hereby conveyed (including fencing bounding the railway) and indemnify the Board from their liability (if any) in respect of any such fencing

.....
..

IT IS HEREBY DECLARED that the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the property as Beneficial Owners nor to be in derogation of their grant."

A: Property Register continued

- 5 (16.11.2007) 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.

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 (22.09.2016) PROPRIETOR: SOHAM CENTRAL LIMITED (Co. Regn. No. 10317433) of 204 Field End Road, Pinner HA5 1RD.
- 2 (22.09.2016) The price stated to have been paid on 30 August 2016 was £1,000,000.

C: Charges Register

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

- 1 The land is subject to the following rights granted by a Deed dated 25 April 1958 made between (1) East Anglian Breweries Limited (Grantor) and (2) Eastern Gas Board (Board):-

"The Grantor as Beneficial Owner HEREBY GRANTS unto the Board and its assigns in fee simple the easements privileges rights and liberties specified in the First Schedule hereto in over and under the said land

THE FIRST SCHEDULE above referred to

The easements privilege right and liberty of laying and maintaining mains pipes and other ancillary equipment used in connection with the conveyance of gas in and under the land being enclosures 1565 and 156 on the Ordnance Survey Map (1926 Edition) for the Parish of Soham aforesaid and shown on the said plan at a depth of not less than three feet in the position indicated by a red line in the said plan between the points marked "A" and "B" and of inspecting maintaining repairing and renewing such main pipes and other ancillary equipment and of obtaining access to the same for any of the purposes aforesaid."

The said Deed also contains the following restrictive covenants by the grantor:-

"THE Grantor hereby covenants with the Board to the intent and so as to bind the said land that no building shall be erected over the main pipes and ancillary equipment specified in the First Schedule hereto without the consent of the Board."

-NOTE: Copy plan filed.

- 2 A Conveyance of the land tinted pink on the filed plan dated 12 August 1985 made between (1) The British Railways Board (Board) and (2) King Brothers Finance Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land tinted pink on the filed plan is subject to the following rights reserved by the Conveyance dated 12 August 1985 referred to above:-

"There are reserved to the Board

(i) the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or

C: Charges Register continued

may be erected upon the property hereby conveyed and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right

(ii) the right of support from the property hereby conveyed for the adjoining property of the Board

(iii) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property hereby conveyed now used for the benefit of the adjoining property of the Board

(iv) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property hereby conveyed for the purpose of exercising the right reserved by paragraph (iii) of this sub clause

(v) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land the Board making good any damage to the property occasioned by the exercise of the rights of entry reserved by paragraphs (iv) and (v) of this sub clause."

4 A Conveyance of the land tinted blue on the filed plan dated 18 April 1988 made between (1) Colin John Murfitt (Vendor) and (2) Ibesca (Jersey) Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 The land tinted pink on the filed plan is subject to the following rights contained in a Conveyance thereof dated 16 May 1988 made between (1) King Brothers Finance Limited and (2) Ibesca (Jersey) Limited:-

"SUBJECT TO the rights of Eastern Gas Board and their statutory successors in title in and to the six inch diameter gas main laid in the property hereby assured and pursuant to an agreement dated the 4th May 1959 between the British Transport Commission (1) and Eastern Gas Board (2)."

6 (16.05.2011) By a Deed dated 13 September 2007 made between (1) Colin John Murfitt and Lilian Sylvia Barnes and (2) Regional & City Estates (Soham) Limited the covenants referred to in the Conveyance dated 18 April 1988 referred to above were expressed to be released as therein mentioned.

-NOTE: Copy filed.

7 (13.10.2016) UNILATERAL NOTICE in respect of An Agreement for Sale dated 11 February 2016 and made between (1) Dtchand Limited and (2) Soham Development Limited.

-NOTE: Copy filed.

8 (13.10.2016) BENEFICIARY: Dtchand Limited (Co.Regn.No. 09560027) of 37 Wycherley Crescent, Barnet, Herts, EN5 1AP.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 12 August 1985 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in title owners for the time being of the property hereby conveyed or any part thereof in whosoever hands the same may come the Purchasers covenant with the Board as follows:

(1) Not at any time

(i) Without submitting not less than six months in advance of the

Schedule of restrictive covenants continued

intended commencement of any work detailed plans and sections thereof to the Vendor and obtaining approval thereto and

(ii) Without complying with such reasonable conditions as to foundations or otherwise as the Vendor shall deem it necessary to impose to erect or add to any building or structure or to execute any works (including without prejudice to the generality of the foregoing the alteration of ground levels or the making of excavations) on any part of the property

(iii) To erect any building fence or other structure closer to the nearest operational railway line than 8 metres

(iv) Not at any time to deposit or leave excavated demolition or other materials temporarily or permanently on the Vendors retained land

(v) Not in any way to interfere with the Vendors adjoining land buildings or structures during the execution of any works which may be permitted by the Vendor

(vi) Not to hold the Vendor responsible for the provision of a retaining wall or any other support either prior to or in the event of any subsidence of the Vendors retained land

(vii) To provide adequate support at all times for the Vendors adjoining land in the event of any construction of any building or structure on the property and not in any event so to construct any building or structure that the stability of the Vendors adjoining land may be affected

(viii) Any services supplied or to be supplied from mains on the Vendors retained land to the property shall be the subject of a separate wayleave agreement or agreements

(ix) Not to plant any trees on the property without the approval of the Board's Engineer Kings Cross

(x) Not to permit any plant to work outside the bounds of the property nor to use any large or unusually heavy plant on the property without the prior approval of the Vendors Engineer Kings Cross

(xi) Not to store petrol or other inflammable explosive liquids gases or other substances on the property

(xii) Not to place or park or suffer or permit the placing or parking of vehicles on the said land coloured Brown on the Plan for any purpose whatsoever

(2)(a) To maintain at its own expense to the satisfaction of the Vendor at all times thereafter the existing boundary fence between the points A-B-C-D on the Plan

(b) To pay from time to time on demand a fair share according to user of the expense of maintaining repairing and renewing the said roadway the amount of such contribution to be ascertained and certified as aforesaid."

NOTE 1: The land coloured brown is tinted brown on the filed plan

NOTE 2: The points A B C and D have been reproduced on the filed plan.

2 The following are details of the covenants contained in the Conveyance dated 18 April 1988 referred to in the Charges Register:-

"The Purchaser for itself and its successors in title hereby covenants with the Vendor and his successors in title and for the benefit of the Vendors adjoining property that it will not build or allow or cause to be built upon the property hereby conveyed any building intended for residential purposes or allow the property to be used for that purpose."

End of register