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

TITLE NUMBER: NT153863

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.

NOTTINGHAMSHIRE : RUSHCLIFFE

- 1 (30.03.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being part Ash Lane and land on the south and west sides of Ash Lane, Costock, Loughborough.
- 2 The land tinted pink on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 25 July 1932 made between (1) Sampson Gunn (Vendor) and (2) Mabel Welton (Purchaser):-

"Together with a right of way for all purposes for the Purchaser and the persons deriving title under her and her and their tenants servants visitors workmen and others with or without vehicles and in common with the Vendor and his successors in title and all other persons entitled to a like right over the full extent in length and width of the existing occupation roadway coloured brown on the said plan endorsed hereon and also over the said intended Road thirty six feet wide whenever the same shall be made and completed between the said property hereby conveyed and the Main road from Loughborough to Nottingham but not further or otherwise and the right to use all sewers drains gas water and other pipes and communications and electric cables now laid or hereafter to be laid under such existing or intended roadways or either of them the Purchaser and the persons deriving title under her contributing a proportionate part of the expense of maintaining and repairing the said existing occupation roadway Excepting and Reserving unto the Vendor and the persons deriving title under him and all other persons entitled to the like right a right of way for all purposes with or without vehicles over the portion of the said existing occupation roadway hereby conveyed and also over the moiety of the said intended Road hereby conveyed whenever the same shall be made and completed and the right to use all sewers drains gas water and other pipes and communications and electric cables now laid or hereafter to be laid under the same or either of them."

NOTE: Copy plan filed.

- 3 The land tinted pink on the title plan has the benefit of a right of way over and a right to use the services under the land tinted brown on the title plan.
- 4 The land tinted blue on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 22 April 1933 made between (1) Sampson Gunn (Vendor) and (2) William Henry Saint (Purchaser):-

"TOGETHER with a right of way for the Purchaser and the persons deriving title under him and his and their tenants servants visitors and workmen and others with or without vehicles and in common with the Vendor and his successors in title and all other persons entitled to a like right over the full extent in length and width of the existing occupation roadway coloured brown on the said plan drawn hereon and also over the said intended new Road Thirty six feet wide whenever the

A: Property Register continued

same shall be made and completed between the property hereby conveyed and the Main Road from Loughborough to Nottingham but not further or otherwise and the right to use all sewers drains gas water and other pipes and communications and electric cables now laid or hereafter to be laid under such existing or intended roadways or either of them the Purchaser and the persons deriving title under him contributing a proportionate part of the expense of maintaining and repairing the said existing occupation roadway EXCEPTING AND RESERVING unto the Vendor and the persons deriving title under him and all other persons entitled to the like right a right of way for all purposes with or without vehicles over the moiety of the said intended Roadway hereby conveyed whenever the same shall be made and completed and the right to use all sewers drains gas water and other pipes and communications and electric cables now laid or hereafter to be laid under the same AND ALSO EXCEPTING AND RESERVING unto the Vendor his successors in title and assigns and his and their tenants servants visitors workmen and all other persons by him or them authorised a right of way for all purposes with or without vehicles (and in common with the Purchaser his successors in title and assigns and all persons by him or them authorised) over a strip of land Twelve feet wide along the whole of the Western boundary of the said piece of land hereby conveyed (which said strip of land is shewn by a dotted line on the said plan) as a means of access to the remaining portion of the field Numbered 58 on the said plan lying to the South of the said piece of land hereby conveyed but not further or otherwise and the right (in common as aforesaid) to use all sewers drains gas water and other pipes and communications and electric cables now laid or hereafter to be laid under such strip of land the Vendor and the persons deriving title under him contributing a proportionate part of the expense of maintaining and repairing the said strip of land."

NOTE: Copy plan filed.

- 5 The land tinted yellow on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 24 October 1962 made between (1) Walter Neale Martin (Vendor) and (2) George Edward Stubbs (Purchaser):-

"TOGETHER ALSO WITH the rights of way over the accommodation road marked on the said plan and known as Ash Lane Costock aforesaid in common with the Vendor and all other persons entitled thereto as now exist EXCEPT AND RESERVED unto the Vendor his successors in title and all persons authorised by him or them the right at all times and for all purposes to pass and repass on foot with or without horses cattle and other animals carts carriages and other vehicles over and along the said strip of land coloured yellow on the said plan for the purposes of obtaining access to and egress from the said land retained by the vendor and edged blue on the said plan EXCEPT AND RESERVING the free passage of water soil gas electricity and other matters from and to the vendor's said adjoining or neighbouring property as now used and enjoyed through any drains pipes cables or conduits now existing or hereafter to be substituted therefor in under or over the property hereby conveyed EXCEPTING AND RESERVING ALSO unto the Vendor and his successors in title the right to use all or any part of the vendor's adjoining or neighbouring property for building or other purposes whether or not such use shall obstruct or diminish the access of light and air now or at any time hereafter enjoyed by the Purchaser or his successors in title owners or occupiers for the time being of any part of the property hereby conveyed to or for any building or other erection now or hereafter to be erected thereon."

NOTE: Copy plan filed.

- 6 The Conveyance dated 24 October 1962 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that all cisterns drains pipes cables or conduits and other matters and things now used and enjoyed or intended to be used and enjoyed in common by the owners and occupiers for the time being of the property hereby conveyed and of the Vendor's adjoining or neighbouring property shall continue to be used and enjoyed and shall be repaired and maintained at the fair and proportionate expense of the owners of the properties entitled to use the same."

A: Property Register continued

- 7 There are excluded from the registration of the land tinted pink and tinted blue on the title plan the mines and minerals excepted and reserved by a Conveyance thereof dated 8 May 1924 made between (1) Kathleen Creighton Porritt (2) Oliver William Porritt (Vendor) and (3) Marblaegis Limited (Company) in the following terms and the land is also subject to the following ancillary rights of working therein mentioned:-

COVENANT by the Company for itself and its assigns with the Vendor his heirs and assigns the owner or owners for the time being of the surface of the said lands edged with the colours brown and yellow on the said plan and as a separate covenant so far as related to the land edged yellow on the said plan with the Mortgagee her heirs and assigns that the Company and its assigns would at all times thereafter observe and perform the stipulations and regulations following that was to say:-

(a) The Company or its assigns would make compensation to the Vendor his heirs and assigns and his and their tenants being the owners or occupiers for the time being of the surface of the said lands edged with the colour brown on the said plan and to the Mortgagee her heirs and assigns and her and their tenants being the owners or occupiers for the time being of the surface of the lands edged yellow on the said plan for any damage that might from time to time be caused or occasioned to the surface of the said lands respectively or to any buildings then standing or thereafter to be erected thereon by or by reason of the working of the said mines and minerals or any act or thing incidental thereto

(b) The liability to pay such compensation and the amount thereof should be determined in case of dispute by two Arbitrators one to be appointed by the Vendor his heirs or assigns or the Mortgagee her heirs or assigns and the other by the Company or its assigns or their umpire pursuant to the provisions of the Arbitration Act 1889 or any amending or substituted statute for the time being in force

(c) The Company or its assigns would maintain repair and keep the ventilating shafts and ventilating machinery erected under the rights thereinbefore granted in such a state of repair and condition and so fenced off if necessary as to create no danger to man or beast and would make proper compensation (to be determined as aforesaid) for any injury or damage caused in connection with or arising out of the said ventilating shafts and ventilating machinery.

NOTE: The land in this title falls wholly within the land coloured yellow referred to.

- 8 All mines minerals and mineral substances whether solid liquid or gaseous are excepted from the registration of the land tinted yellow on the title plan.
- 9 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 (11.12.2007) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 11 (11.12.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered NT439676 in green on the title plan dated 30 November 2007 made between (1) Alan Edward Chambers and Gloria Alexandra Chambers and (2) Andrew Cook and Elaine Cook.

NOTE: Copy filed under NT439676.

- 12 (16.03.2009) The land tinted green on the title plan has been removed from this title and separately registered. The property description has been amended to reflect the land remaining in the title.
- 13 (13.04.2015) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered NT510832 in green on the title plan dated 11 July 2014 made between (1) Abacht Invest Limited and (2) BW SIPP Trustees Limited and Stephen Paul Dolan but is subject to any rights that are granted by the said deed and affect the

A: Property Register continued

registered land.

NOTE: Copy filed NT510832.

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 (23.10.2014) PROPRIETOR: BW SIPP TRUSTEES LIMITED (Co. Regn. No. 03011174) of St. James House, St. James Square, Cheltenham GL50 3PR and of 31 South Avenue, Coventry CV2 4DQ and NICHOLAS EDWARD NEWBOLD of St. James House, St. James Square, Cheltenham GL50 3PR and of 31 South Avenue, Coventry CV2 4DQ As Trustees of the BW SIPP - N Newbold - 10047.
- 2 (23.10.2014) The price stated to have been paid on 3 October 2014 was £150,000.
- 3 (23.10.2014) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

C: Charges Register

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

- 1 The land is subject as mentioned in a Deed dated 26 April 1963 made between (1) George Edward Stubbs and Patricia Jean Stubbs (2) George Edward Stubbs and (3) Ernest Gill.

NOTE: Original filed.

- 2 The land is subject to the following rights as mentioned in a Licence dated 1 November 1976 made between (1) George Edward Stubbs and Patricia Jean Stubbs (Grantors) and (2) William Pointon and Barbara Carol Pointon (Grantee):-

"The Grantors as Trustees hereby grant to the Grantees and their successors in title owner or owners for the time being of the Blue Land or any part thereof a right to lay place maintain repair and keep in position a water pipe or pipes (along the approximate line marked in green on the said plan) sufficient for the provision to the Blue Land of a supply of water as may be required for the reasonable beneficial utilisation of the Blue Land and to enter on the Red Land for such purpose upon reasonable notice at any reasonable time with or without servants workmen or others for the purpose of laying placing maintaining repairing replacing or cleansing such pipes SUBJECT TO the Grantees and their successors in title as aforesaid making good any damage caused to the Red Land by the exercise of such rights TO HOLD the same UNTO the Grantees in fee simple

THE Grantees hereby jointly and severally covenant with the Grantors and their successors in title owners for the time being of the Red Land or such part or parts thereof as are affected by this Licence that they the Grantees and their successors in title as aforesaid will maintain the said pipe or pipes in good repair and condition and upon notice being given to them of any defect or want of repair or maintenance will at their own cost and expense in all respects affect with reasonable diligence such repairs or maintenance as shall be reasonably necessary and make good any damage caused to the Red Land as a result thereof."

NOTE: Copy plan filed.

C: Charges Register continued

- 3 (05.03.1993) The land is subject to the following rights granted by a Transfer of the land edged and numbered NT283366 in green on the title plan dated 15 January 1993 made between (1) Alan Edward Chambers and Gloria Alexandra Chambers (Transferors) and (2) David Biggins and Sandra Biggins (Transferees):-

"TOGETHER.....with for the benefit of the land hereby transferred the rights at all times and for all purposes in common with the Transferor and all other persons entitled thereto as follows:

(a) To go pass and repass with or without cars or other vehicles or on foot only (as appropriate) at all times for the purpose of obtaining access to and egress from the land hereby transferred over and along the entirety in length and width of the access or roadway shown coloured brown on the plan subject to the Transferees paying a due and proportionate part of the expense of maintaining the whole of the said access or roadway in good repair and condition

(b) The free and uninterrupted right of connection to and of passage and running of water and soil gas electricity and other services into and through the service installations now constructed or to be constructed in or under the Transferor's Estate together with full rights to enter on the Transferors' Estate at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of inspecting repairing and maintaining such service installations doing as little damage as possible and forthwith making good any damage thereby occasioned the Transferees paying a due and proportionate part of the expense of keeping the service installations in good repair and condition

the expression "service installations" means sewers drains watercourses water pipes channels pipes wires cables and other service conducting media."

NOTE: Copy plan filed under NT283366.

- 4 (30.04.2004) The land is subject to the rights contained in a Transfer of the land edged and numbered NT395164 in green on the title plan dated 24 March 2004 made between (1) Alan Edward Chambers and Gloria Alexandra Chambers and (2) Rupinder Dosanjh and Vanessa Dosanjh.

NOTE: copy filed under NT395164.

End of register