

Title Number : CB5341

This title is dealt with by Peterborough District Land Registry.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy.

This extract shows information current on 24 JAN 2004 at 10:23:59 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

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*****  
*                                                                 *  
* Title Number           : CB5341                               *  
*                                                                 *  
* Address of Property    : 16 Gunning Way, Cambridge           *  
*                                                                 *  
* Price Stated           : Not Available                         *  
*                                                                 *  
* Registered Owner(s)   : RONALD JOHN BUCKLEY of 16 Gunning   *  
*                                                                 *  
* Lender(s)             : None                                  *  
*****
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This is a copy of the register of the title number set out immediately below, showing the entries in the register on 24 JAN 2004 at 10:23:59. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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TITLE NUMBER : CB5341

A REGISTER

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

COUNTY

DISTRICT

CAMBRIDGESHIRE

CAMBRIDGE

- 1 (18 June 1955) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 16 Gunning Way, Cambridge.
- 2 The land has the benefit of the rights of drainage under adjoining land with ancillary rights of access.
- 3 A Transfer dated 3 September 1956 made between (1) Cecil Alfred Carter, Reginald Arthur Wilson, Percy Clark and Giles Clark and (2) Ronald John Buckley contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED by the parties hereto that the Transferee and the persons deriving title under him shall not be entitled to any right of access of light or air to buildings to be erected on the land hereby transferred which would restrict or interfere with the free user of any of the land now or formerly comprised in this title number."

NOTE:-The title number referred to is P190510.

END OF A REGISTER

TITLE NUMBER : CB5341

B REGISTER - ABSOLUTE FREEHOLD

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

- 1 (18 September 1970) Proprietor(s): %RONALD JOHN BUCKLEY% of 16 Gunning Way, *Cambridge*.
- 2 A Transfer dated 11 April 1956 made between (1) The Mayor Aldermen and Citizens of the City of Cambridge and (2) Cecil Alfred Carter Reginald Arthur Wilson, Percy Clark and Giles Clark contains Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

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SCHEDULE OF PERSONAL COVENANTS

- 1 The following are details of the personal covenants contained in the Transfer dated 11 April 1956 referred to in the Proprietorship Register:-

THE Vendors hereby covenant with the Purchasers and their successors in title that if and when the local authority shall take over the highways upon which the red land abuts and intended to be known as Hurrell Road, Persey Way, Gunning Way and Harding Way or shall require any private street works (whether permanent or temporary) to be executed there EXCEPT so far as such private street works may be rendered necessary by an act or omission of the Purchasers or their successors in title they the Vendors will pay the expenses thereof apportioned to the red land and will at all times save harmless and keep indemnified the Purchasers and their estate and effects from and against all proceedings costs claims expenses and liabilities whatsoever in respect thereof.

IT is hereby agreed and declared that the dropping of the kerbs to provide accesses for vehicles over the footpaths in front of the red land shall be carried out by the Vendors at the expense of the Purchasers.

NOTE:-The red land includes the land in this title.

END OF B REGISTER

TITLE NUMBER : CB5341

C REGISTER

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

- 1 The land is subject to rights of drainage and ancillary rights of access.
- 2 A Transfer dated 11 April 1956 made between (1) The Mayor Alderman and Citizens of the City of Cambridge (Vendors) and (2) Cecil Alfred Carter, Reginald Arthur Wilson, Percy Clark and Giles Clark contains covenants details of which are set out in the schedule of restrictive covenants hereto.

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SCHEDULE OF RESTRICTIVE COVENANTS

- 1 The following are details of the covenants contained in the Transfer dated 11 April 1956 referred to in the Charges Register:-

"FOR the benefit of the owners occupiers and tenants for the time being of all or any of the Vendors adjoining land comprised in a Conveyance dated the fourth day of July One thousand nine hundred and forty seven and made between The Master Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge of the one part and the Vendors of the other part the Purchasers hereby jointly and severally covenant with the Vendors but not so as to render the Purchasers personally liable in damages after they shall have parted with all interest in the land in respect of which a breach shall occur that the Purchasers and the persons deriving title under them will at all times hereafter duly perform and observe all and singular the said conditions restrictions and stipulations mentioned in the Second Schedule hereto.

PROVIDED that the said conditions restrictions and stipulations shall not nor shall any of them be deemed to be binding upon any portion of the Vendors' (whether already agreed to be sold demised or otherwise disposed of or not) other than the red land and accordingly the Vendors and those deriving title under them may use dispose of or otherwise deal with the whole or any part of their land not included in the red land either subject to conditions restrictions and stipulations corresponding with or different from those contained in the Second Schedule hereto or without any conditions restrictions or stipulations.

THE SECOND SCHEDULE above referred to

CONDITIONS and STIPULATIONS

1. No building erected on the red land shall except with the consent of the Vendors be used for any other purpose than as a separate or semi-detached dwellinghouse provided that in the case of a building ancillary to such separate or semi-detached dwellinghouse and to be used as a garage for a private motor vehicle such consent shall not be required.
2. NO portion of the red land shall be used for any trade or business noisy noisome dangerous or offensive pursuit or occupation or for any purpose which shall or may be or grow to be in any way a nuisance cause of grievance or annoyance to the Vendors or to the owners or tenants of any of the neighbouring property.
3. NO building whatsoever shall be erected upon the red land and no addition to or enlargement of any building shall be made except in conformity with plans elevations and a specification previously submitted to and approved in writing on behalf of the Vendors.

4. NO outbuildings other than a garage as aforesaid shall be erected on the red land without the written consent of the Vendors.

5. NO hoarding walls or gable ends of buildings or fences of any kind upon or enclosing the red land shall be used for the posting of bills or as advertising stations and in no case shall the red land or any part thereof be used for the purpose of erecting thereon an advertising or billposting station and in case of any breach of this last mentioned covenant the Vendor shall in addition to any other remedy they may possess have the right at any time without notice to the owner or occupier of the red land by their agents and workmen to enter upon the property and remove any advertisements or posters and any structure upon which the same may be displayed or exhibited in contravention of such covenant.

6. NO drains from any house erected or to be erected upon the red land shall be laid except in conformity with plans previously submitted to and approved in writing on behalf of the Vendors and such drains shall be connected to the main sewer at the Purchasers expense."

NOTE:-The red land referred to in paragraph 2 above includes the land in this title.

END OF REGISTER

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