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Land Registry



Official copy of register of title

Title number HW113413

Edition date 06.11.2014

- This official copy shows the entries on the register of title on 31 OCT 2016 at 16:43:24.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 Oct 2016.
- 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 Land Registry, Coventry Office.

## A: Property Register

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

WORCESTERSHIRE : BROMSGROVE

- 1 (18.05.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 41 Barley Mow Lane, Catshill, Bromsgrove (B61 OLU).
- 2 (18.05.1992) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of adjoining land dated 17 July 1967 made between (1) W. Butler & Co. Limited (Vendors) and (2) The Urban District Council of Bromsgrove (Council):-

"TOGETHER WITH a right of way (pedestrian and vehicular) over the Vendors' adjoining car park for the purpose of obtaining access to and egress from the cottage No.39 Barley Mow Lane and the small area of land to the east of it for so long only as the said cottage is in existence and on its demolition such right of way shall cease EXCEPTING AND RESERVING in fee simple to the Vendors their successors in title and assigns owners and occupiers of any land now owned by the Vendors and adjoining or adjacent to the property hereby assured the right and liberty at any time hereafter to obstruct interfere with or destroy the access of light and air to the property hereby conveyed by the erection of new buildings or other erections or of altrerations or enlargements to existing buildings or erections on such adjoining land"

3 (18.05.1992) The Conveyance dated 17 July 1967 referred to above contains the following provision:-

"It is hereby agreed and declared that the access and user of light and air to and for the property hereby conveyed and to and for any windows or other opening in any dwellinghouse or erection or building for the time being erected and standing thereon from and over any adjoining or adjacent land of the Vendors is enjoyed under the express consent of the Vendors which consent may be revoked by the Vendors without any formal notification to the Council or their successors in title or the owners or occupiers for the time being of the land hereby conveyed"

4 (18.05.1992) The land has the benefit of the following rights reserved by a Conveyance of adjoining land dated 4 November 1976 made between (1) Bass Limited (Vendor) and (2) Ronald Joseph Cox and Doreen Alice Cox (Purchasers):-

"EXCEPT and RESERVED in fee simple unto the Vendor and its successors

### A: Property Register continued

in title and owners and occupiers of the Vendors retained land shown edged green on the plan (hereinafter called "the retained land") FIRST all easements quasi easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the retained land over or in respect of the said premises and which would be implied by statute or by reason of severance in favour of a purchaser of the retained land or any part thereof if the same had been transferred to such purchaser and the said premises had been retained by the Vendor and in particular but without prejudice to the generality of the foregoing the right to have the buildings now standing or which may hereafter be erected on the retained land or any part thereof supported laterally by the said premises SECONDLY the right at all reasonable times in the daytime to enter upon the said premises for the purpose of maintaining erecting or altering any boundary walls and fences to be erected on the retained land or any part thereof the Vendor making good forthwith all damage caused thereby to the said premises THIRDLY the right and liberty at any time hereafter to obstruct interfere with or destroy the access of light and air to the said premises or any part thereof by the erection of new buildings or erections on the retained land or any part thereof"

NOTE: The land in this title forms part of the land edged green referred to.

- 5 (04.05.2005) 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.
- 6 (04.05.2005) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 14 March 2005 referred to in the Charges Register.

### **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 (02.09.2005) PROPRIETOR: PUNCH PARTNERSHIPS (PML) LIMITED (Co. Regn. No. 332119) of Jubilee House, Second Avenue, Burton on Trent, Staffordshire DE14 2WF.
- 2 (02.09.2005) The price stated to have been paid on 1 August 2005 for the land in this title and other property was £90,330,044.
- 3 (02.09.2005) A Transfer of the land in this title and other land dated 1 August 2005 made between (1) Punch Taverns (Centrum) Limited and (2) Punch Taverns (PML) Limited contains purchaser's personal covenants.

NOTE: Copy filed under AV226741.

- 4 (02.09.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 1 August 2005 in favour of DEUTSCHE TRUSTEE COMPANY LIMITED referred to in the Charges Register.
- 5 (06.11.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 October 2014 in favour of Deutsche Trustee Company Limited referred to in the Charges Register.

# C: Charges Register

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

#### Title number HW113413

1 (04.05.2005) A Transfer which included the land edged and numbered WR94226 in green on the title plan dated 14 March 2005 made between (1) James Anthony Kelleher and Pauline Margaret Kelleher and (2) Pauline Margaret Kelleher contains covenants by the Transferor.

NOTE: Copy filed under WR94226.

2 (02.09.2005) REGISTERED CHARGE contained in a Deed dated 1 August 2005 affecting also other titles.

NOTE: Charge reference LA249790.

- 3 (02.09.2005) Proprietor: DEUTSCHE TRUSTEE COMPANY LIMITED (Co. Regn. No. 338230) of Winchester House, 1 Great Winchester Street, London EC2N 2DB.
- 4 (06.11.2014) REGISTERED CHARGE contained in a Punch Taverns B Second Priority Deed of Charge dated 7 October 2014 affecting also other titles.

NOTE: Charge reference SYK428293.

- 5 (06.11.2014) Proprietor: DEUTSCHE TRUSTEE COMPANY LIMITED (Co. Regn. No. 338230) of Winchester House, 1 Great Winchester Street, London EC2N 2DB.
- 6 (06.11.2014) The proprietor of the Charge dated 7 October 2014 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

### End of register