

Pension Practitioner.Com Daws House 33-35 Daws Lane London NW7 45D

Date: 27/04/2015

Dear Sirs,

RE: V & P Property loan to Andy McCulloch

Please find enclosed a copy of the original Title Information Document and Completion of Registration for the loan from V & P Property to Andy McCulloch - regarding 92 Pyle Inn Way, Mid Glamorgan.

We have also enclosed a copy of this letter to Paul Davey.

If you have any questions please feel free to contact us at any time.

Yours Sincerely

Adam Holmes

#### ANTHONY and JARVIE

#### Solicitors

Commissioners for Oaths

Carlton James Private and Commercial Funding Unit 4 Clearwater Business Park Frankland Road

Swindon SN5 8YZ 6 COURT ROAD, BRIDGEND CF31 1BW TELEPHONE: (01656)

TELEPHONE: (01656) 652737

FAX: (01656) 647341

e-mail: gail@anthonyandjarvie.co.uk

YOUR REF: Adam Holmes
OUR REF: GMR/M811
DATE: 23<sup>rd</sup> April 2015

Ext. No.: 212

Dear Adam

#### RE: 92 Pyle Inn Way Pyle Bridgend Mid Glamorgan

Please find enclosed herewith Title Information Document and Completion of Registration for the above mentioned property.

Yours sincerely
Mrs Gail MacArthur-Roberts
ANTHONY AND JARVIE

Certified a true copy of the original & a true likeness of the applicant.

Date: 27.04.2015 Name: Adam Udues

Signature: Signed on behalf of Carlton James

Partners: KATHERINE KEMP, B.Sc (Econ)\* GORDON KEMP, B.Sc (Econ)
Associate: DAVID C. MORRISH

Consultants: T. HUNTER JARVIE, LL.B HUW D. JONES, LL.B RHETT GATES, BA Hons

MARICE R. SHERLOCK, LL.B\*\*
Conveyancing Executive: GAIL MACARTHUR-ROBERTS
Also at: First Floor, Castle House, 42 St Mary Street, Cardigan, SA43 1HA

## Land Registry



ANTHONY AND JARVIE 6 COURT ROAD BRIDGEND CF31 1BW

Your ref: GMR.MCC0028.001

Our ref: RCS/WA200060/WA CT13

Date: 21 April 2015

#### **COMPLETION OF REGISTRATION**

Title Number: WA200060

Property: 92 Pyle Inn Way, Pyle, Bridgend, M Glam

Registered Proprietor: ANDREW MCCULLOCH

Your application lodged on April 20, 2015 has been completed. An official copy of the register together with the Title Information Document accompany this notification of completion.

There are no other documents to issue to you.

If we need to write to, or send a formal notice to, an owner, chargee or other party who has an interest noted on the register, we will write to them at their registered address. It is important that this address is correct and up to date. Please let us know at once of any change of address, quoting the title number.

You do not need to reply unless you think a mistake has been made. If there is a problem, please let us know.

Tel: 0300 006 0009 Fax: 0300 006 0029

## Land Registry



## TITLE INFORMATION DOCUMENT (issued following a change to the register)

An official copy of the register accompanies this notification. It shows entries subsisting following the recent completion of an application to change the register.

Please note: The attached official copy shows the state of the individual register of title as at the date and time stated on it.

If in the future you wish to apply for an official copy of the register or the title plan showing the then position, please apply using Form OC1 (available from us, our website www.gov.uk/land-registry and from law stationers). A fee is payable for each copy issued.

If we need to write to, or send a formal notice to, an owner or other party who has an interest noted on the register, we will write to them at the address as shown on the register. It is important that this address is correct and up to date. If you have such an address but wish to change it, please let us know as soon as possible, quoting the title number.

If you have any queries, please contact us at the address below, quoting the title number shown on the top of the official copy.

Land Registry Wales Office Ty Cwm Tawe Phoenix Way Llansamlet Swansea SA7 9FQ

**DX No. 82800 SWANSEA 2** 

Tel: 0300 006 0009 Fax: 0300 006 0029

THIS DOCUMENT HAS BEEN SUPPLIED FOR INFORMATION ONLY. IT SHOULD NOT BE SENT TO LAND REGISTRY IN CONNECTION WITH ANY SUBSEQUENT APPLICATION.

#### Cofrestrfa Tir



## Official copy of register of title Copi swyddogol o gofrestrteitl

## Title number / Rhif teitl WA200060

## Edition date / Dyddiad yr argraffiad 20.04.2015

- This official copy shows the entries on the register of title on 21 Apr 2015 at 11:30:06.
- 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 21 Apr 2015.
- 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 Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 21 Apr 2015 am 11:30:06.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 21 Apr 2015.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir t teitl hwn gan Gofrestrfa Tir Swyddfa Cymru.

#### A: Property Register / Cofrestr Eiddo

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

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

BRIDGEND/PEN-Y-BONT AR OGWR

- 1 (04.02.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 92 Pyle Inn Way, Pyle, Bridgend, M Glam.
- The Conveyance dated 26 November 1945 referred to in the Charges Register contains the following exceptions and reservations:-

THERE is excepted and reserved out of the purchased property unto the Vendors in fee simple .....SECONDLY ALL minerals other than those vested in the Coal Commission and other than sand gravel and stone (not being ironstone) below a depth of two hundred feet from the surface together with full rights of winning working and getting the same below a depth of Two hundred feet but by underground workings only and with all necessary rights of access but subject to the persons exercising the said rights making good or paying reasonable compensation for damage done to the surface or buildings now or hereafter erected thereon whether by letting down or otherwise ..... FOURTHLY the systems of water supply (except such as serve exclusively the purchased property or are hereby expressly reserved to the Purchasers) on or from the purchased property including all reservoirs conduits channels pipes and apparatus used in or for such systems and including the springs and

### A: Property Register continued / Parhad o'r gofrestr eiddo

waters which feed them except as aforesaid but so that the Grantee and his successors in title to the purchased property may sink wells for the supply of water for any purpose on any part of the purchased property FIFTHLY Full rights to maintain cleanse inspect repair enlarge (as to pipes and conduits) and renew any works or things .... Fourthly mentioned in this clause (or in this paragraph herein after mentioned) and for any such purpose to enter on and open or use the purchased property (but so that the persons exercising these rights shall do no unnecessary damage and shall make good an pay proper compensation for any damage done by such exercise) AND ALSO the right if the present sources of supply shall fail or substantially diminish at any time or times to search for water on or under the purchased property if the purchased property shall be within a radius of half a mile from the present reservoirs and/or sources of supply and to connect with any reservoir and take such water by conduits channels pipes and apparatus to be made or placed by and belong to the Vendors or their successors in title and so that such water and the said works and things in respect thereof shall thenceforth be treated as if the same had originally formed part of the systems of water, supply hereby reserved PROVIDED ALWAYS that the aforesaid rights shall be reasonably exercised and with due regard to the preservation of then existing buildings wells drainage and other works and the persons exercising such rights shall make good and pay proper compensation for any damage done by such exercise AND that such rights shall be exercisable only during the prescribed period hereinafter mentioned and for such further time (if any) as the law may allow

- (a) THERE is excepted and reserved also out of the purchased property in fee simple unto the Purchasers and their successors in title the Owner or Owners for the time being of the water supply system now serving principally Margam Castle and also now serving the purchased property and other properties which system is hereinafter referred to as "the main water supply system" (hereinafter referred to in this clause as "the Owners"):-
- (i) The main water supply system including all water pipes whether main or service, receptacles, hydrants, standards, valves, cocks, meters, erections, appliances fitting and accessories used in connection with the mainwater supply system (but not including service, pipes, taps, cocks and cisterns for the exclusive benefit of any particular building and actually situate inside such building) and the service pipes situate outside the buildings leading from the buildings so connected to the main and also all springs watercourses, reservoirs, rams and streams not reserved to the Vendors under Clause 2 hereof, collecting and storage tanks
- (ii) The right to enlarge such pipes and any other apparatus serving the main water supply system to such extent as the Owners may think necessary and for that purpose to enter upon and perambulate over the purchased property the Owners making good all damage caused by the exercise of such right
- (iii) all such easements, rights, authorities and powers as shall, in the opinion of the Owners be necessary or convenient to enable them to use, enjoy, preserve uphold and maintain the same, and to take, carry and distribute water by means of such supply system to inspect, cleanse, repair, relay and renew the pipes and other apparatus and for such purpose to enter upon and perambulate over the purchased property and to excavate and do any necessary work thereon, with or without workmen servants or agents or vehicles doing as little damage as possible and making reasonable compensation for all damage done by the exercise of such rights
- (iv) The right at any time within the prescribed period to lay at any depth new lines of water pipes of any diameter and any other necessary apparatus through, across or under the purchased property along such course and in such positions as the Owners shall think fit, and to connect the same with the said water supply system at any points as the Owners may think fit as if such new pipes and the apparatus had been part of such existing main water supply system and with the benefit but subject to the like rights, powers and provisions as are herein contained in relation to the existing main water supply system. No compensation shall be payable to the Grantee in respect of any

## A: Property Register continued / Parhad o'r gofrestr eiddo

diminution or failure of supply of water during the carrying out of any works by the Owners

- (v) The right at any time within the prescribed period to enter on and perambulate over any of the lands now forming part of the purchased property and to dig and excavate on such lands for the purpose of finding a spring or springs and to construct any chambers or reservoirs sink wells and connect any pipes or apparatus which may be necessary for the purpose of making the most effective use of such springs when found and for the purpose of constructing such chambers reservoirs or wells to take such areas of land as may be reasonably necessary paying to the owner of the land so taken reasonable compensation for the value of the land so taken and for any damage done during the execution of such works.
- (vi) The owners or other persons exercising any of the aforesaid rights shall except in case of emergency give seven days' prior notice of intention to exercise such rights to the owner of the land over which such rights are to be exercised .....THERE is also reserved unto the Owners the right in fee simple to make regulations in respect of the water thereby supplied and to permit any other person or persons also to obtain the benefit of such supply and any person or persons to obtain an increased supply on such terms as the Owners may think fit and also to alter the rates charged for the supply of water.
- (e) THE Grantee whether or not he shall obtain a supply from the main water supply system hereby covenants with the Purchasers that he will not do or permit to be done anything which may diminish pollute or interfere with the continuance of the supply of water from the main water supply system.
- (f) NOTWITHSTANDING anything hereinbefore contained the Owners shall be under no liability to the Grantee in respect of or in connection with the quality of the water obtained from the main water supply system
- (g) EVERY reference in this clause to the Grantee includes his successors in title where the context so admits

THEF	RΕ	is	also	excepted	and	reserved	out	of	the	purchased	property	ın
fee	si	.mpl	Le:-									

- (b) Unto the Purchasers and their assigns and lessees all sand gravel and stone lying at whatever depth within and under the purchased property and all other minerals (including ironstone and fireclay) above a depth of Two hundred feet from the surface of the purchased property together with full rights of winning working and getting the same either by surface or underground workings and with all necessary rights of access but subject to the persons exercising the said rights making good or paying reasonable compensation for damage done to the surface or buildings now or hereafter erected thereon whether by letting down or otherwise
- (c) Unto the Vendors and Purchasers and their respective successors in title all such quasi-easements or rights of way drainage or watercourse or other rights in the nature of easements privileges or profits a prendre as are now or have usually been enjoyed over the purchased property or any part thereof by or in respect of other land (whether adjoining or not) now or formerly belonging to the Vendors or the Purchasers and forming part of the Margam Estate ..... THE "prescribed period" hereinbefore referred to means the period from the date hereof until the expiration of TWENTY ONE YEARS from the death of the last survivor of the children and more remote issue now living of the Purchasers and the parties of the third part and the children and more remote issue now living of His Majesty King Edward the Seventh

This registration takes effect subject thereto and the mines and minerals and other substances and objects so excepted are excluded from this registration.

The Conveyance dated 12 November 1981 referred to in the Charges

## A: Property Register continued / Parhad o'r gofrestr eiddo

Register was made pursuant to Chapter 1 of Part 1 of the Housing Act 1980 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 2 of the said Act.

The Conveyance dated 12 November 1981 referred to above contains provisions as to light or air and boundary structures.

### B: Proprietorship Register / Cofrestr Perchnogaeth

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

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

#### Title absolute/Teitl llwyr

- 1 (20.04.2015) PROPRIETOR: ANDREW MCCULLOCH of 58 Marlas Road, Pyle, Bridgend CF33 6BA.
- 2 (20.04.2015) The price stated to have been paid on 15 April 2015 was £75,000.
- 3 (20.04.2015) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

### C: Charges Register / Cofrestr Arwystlon

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

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- A Conveyance of the land in this title and other land dated 26 November 1945 made between (1) Rhys Rhys-Williams and others (Vendors) (2) Thomas Place and others (Purchasers) (3) Ernest William Smith Bartlett and others and (4) George Coldham Knight (Grantee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- A Conveyance of the land in this title dated 12 November 1981 made between (1) Ogwr Borough Council and (2) George James Collerton and Doreen Louisa Collerton contains restrictive covenants.

NOTE: Original filed.

- 3 (20.04.2015) REGISTERED CHARGE dated 19 March 2015.
- 4 (20.04.2015) Proprietor: PAUL MICHAEL DAVEY of 3 Manor Gardens, Swindon SN2 2ND the trustee of V & P Property Pension Scheme.

#### Schedule of restrictive covenants / Atodlen cyfamodau cyfyngu

The following are details of the covenants contained in the Conveyance dated 26 November 1945 referred to in the Charges Register:-

FOR the benefit and protection of the whole of the Margam Estate retained by the Vendors and for the benefit and protection of the system of water supply reserved to the Vendors and the Purchasers respectively as aforesaid and so that the covenant hereinafter mentioned shall run with the purchased property and bind the same into whosesoever hands the same may come the Grantee hereby covenants with the Vendors and as a separate covenant with the Purchasers that the Grantee and his successors in title shall not supply water from the purchased property to or for any land other than the purchased property nor shall he or they do or authorise to be done any act or thing on the

#### Title number / Rhif teitl WA200060

# Schedule of restrictive covenants continued / Parhad o'r atodlen cyfamodau cyfyngu

purchased property which may or might interfere with any property or rights hereinbefore excepted and reserved to the Vendors or the Purchasers of whereby the purity or flow of water coming to or in the said Rivers Reservoirs Ditches or other sources of supply or the said systems or carried by or through any of the pipes or apparatus in connection with water supply systems serving the same may be diminished except by domestic or agricultural use as heretofore or by the sinking of wells for such purposes of polluted or the said pipes or apparatus prejudicially interfered with.

#### End of register / Diwedd y gofrestr