Land Registry Transfer of part of registered title(s)



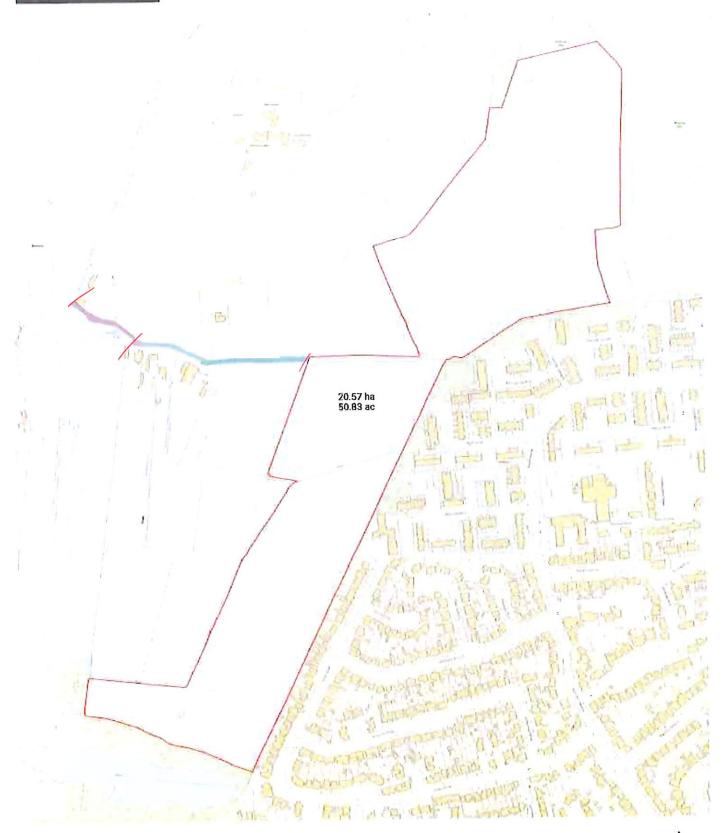
If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

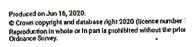
Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred:
***************************************		HP653741
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.	3	Property: Land at Clarendon Farm, Anmore Road, Waterlooville, PO7 6HW
Place 'X' in the appropriate box and complete the statement.		The property is identified
For example 'edged red'.		on the attached plan and shown: land edged red on plan
For example 'edged and numbered 1 in blue'.		on the title plan(s) of the above titles:
Any plan lodged must be signed by the transferor.		
	4	Date: 191 1411 2020.
Give full name(s).	5	Transferor:
Complete as appropriate where the transferor is a company.		DAPHNE ELIZABETH WALDER
		For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:
		For overseas companies (a) Territory of incorporation:
		(b) Registered number in the United Kingdom including any prefix:
Give full name(s).	6	Transferee for entry in the register:
Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.	:	CLARE ELIZABETH WATSON, CHRISTOPHER DAVID WALDER, SUSAN LOUISE BARRETO and KATHRYN JANE CHAPMAN
		For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:
		For overseas companies (a) Territory of incorporation:
		(b) Registered number in the United Kingdom including any prefix:

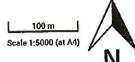


Land at Clarendon Farm, Denmead









Transferee's intended address(es) for service for entry in the Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, register: 180 Anmore Road, Denmead, Waterlooville, PO7 6HW if any). The others can be any combination of a postal address, a UK (CLARE ELIZABETH WATSON); DX box number or an electronic address. **PO7** 6DU Waterlooville. 125 Silverdale Drive. 2. (CHRISTOPHER DAVID WALDER); 84 Grayshott Road, Southsea, PO4 8AL (SUSAN LOUISE 3. BARRETO); and 7 Lansdowne Road, Widley, PO7 5BL (KATHRYN JANE 4. CHAPMAN) The transferor transfers the property to the transferee Place 'X' in the appropriate box. State the currency unit if other than sterling. Consideration If none of the boxes apply, insert an appropriate memorandum in panel 12. ☐ The transferor has received from the transferee for the property the following sum (in words and figures): The transfer is not for money or anything that has a monetary value Insert other receipt as appropriate: The transferor transfers with Place 'X' in any box that applies. M full title guarantee Add any modifications. limited title guarantee Declaration of trust. The transferee is more than one person and Where the transferee is more than one 11 person, place 'X' in the appropriate they are to hold the property on trust for themselves as joint tenants Complete as necessary. they are to hold the property on trust for themselves as tenants The registrar will enter a Form A restriction in the register unless: in common in equal shares an 'X' is placed: in the first box, or in the third box and the they are to hold the property on trust details of the trust or of the trust instrument show that the transferees are to hold the trust property on trust for themselves alone as joint tenants, or it is clear from completion of a lodged with form application that the transferees are to hold the property on trust for themselves alone as joint tenants. Please refer to Land Registry's Public Guide 18 – Joint property ownership and Practice Guide 24 – Private trusts of land for further guidance. These guides are available on our website www.landregistry.gov.uk Use this panel for: 12. Additional provisions definitions of terms not defined **Definitions** 12.1 rights granted or reserved restrictive covenants other covenants 12.1.1. In this Transfer the following expressions shall have the following agreements and declarations required permitted meanings: ОГ statements other agreed provisions. Route means the shared private accessway and footpath Access

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Part 1

giving vehicular and/or pedestrian access through parts of the Retained Land to and from the public highway shown coloured purple on the Plan

Access Part 2 Route

means the shared private accessway and footpath giving vehicular and/or pedestrian access through parts of neighbouring to and from the public highway shown coloured blue on the Plan

Documents

means the documents registered at the Land Registry under the Transferor's registered title and the documents referred to therein

Leases

means the following leases in respect of parts of the Property:

- (a) a lease dated 22 November 2007 made between the Transferor (1) SSE Telecommunications Limited (2);
- (b) a lease dated 22 August 2014 made between the Transferor (1) Shared Access Ltd (2);
- (c) a lease dated 29 September 2017 made between the Transferor (1) Derwent Developments Limited (2); and
- (d) a lease dated 28 September 2004 made between Derek Walder and the Transferor (1) Andrew Hill (2).

Plan

means the plan annexed to this Transfer

Property

means the property described in section 3 of this Deed and references to the Property shall include reference to each and every part of the Property

Retained Land

means the land excluding the Property more commonly known as Clarendon Farm, Anmore Road, Waterlooville, PO7 6HW registered at HM Land Registry under title number HP653741

Retained Land Owner the Transferor or other the persons to whom the Retained Land or any part of the Retained Land has been transferred or to whom a long lease of the Retained Land has been granted and, if more than one, any person(s) appointed by the Transferor as the Retained Land Owner

Rights

the rights granted to the Transferee and set out in clause 12.2

Services

means water, foul water, surface water, septic tank, gas, fuel, oil, electricity, telephone, telecommunications, data communications and other services and utilities

Service Apparatus means sewers drains channel pipes water courses gutters wires cables ducts flues conduits equipment for the transmission of electronic data or impulse communications and other conducting

media and installations and all fixings louvres cowls substations governors and other ancillary apparatus and related equipment

Surveyor

the surveyor retained by the Retained Land Owner who shall be a member of the Royal Institution of Chartered Surveyors or a professional organisation of similar standing and who may be an employee of the Transferor or Retained Land Owner

Transferee

means the Transferee and successors in title

Transferor

means the Transferor and successors in title

VAT

Value Added Tax or any similar tax from time to time replacing it or performing a similar fiscal function

12.2 Rights granted for the benefit of the Property

- 12.2.1 The Property is transferred together with the following rights (but subject to the conditions contained in clause 12.2.2):
 - (a) a right to pass to and from the Property along Access
 Route 1 (with or without vehicles) for all purposes
 connected with the use and enjoyment of the Property but
 not to park or except in an emergency to stop on the
 Access Route 1 along with all permitted access rights
 over Access Route 2 which are permitted in accordance
 with the Documents
 - (b) the right to the free and uninterrupted passage and running of Services to and from the Property in and through the Service Apparatus which now are or may be installed in under or over the Retained Land
 - (c) the right at all reasonable times to enter the Retained Land for the following purposes namely:
 - to inspect cleanse maintain or execute any other works whatever to or in connection with Service Apparatus serving or to serve the Property;
 - (ii) to inspect decorate maintain repair rebuild or renew any boundary fences or any structures or buildings upon the Property and/or to extend or redevelop any buildings or construct any new buildings upon the Property

such rights to include a right to bring plant and equipment upon the Property and to erect temporary scaffolding or security fencing on it

- (d) the right of support and protection now or hereafter belonging to or enjoyed by the Property or any buildings on the Property
- 12.2.2 The conditions attaching to the rights reserved by clause 12.3.1

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

are:

- (a) that where appropriate they shall be enjoyed in common with the Transferor and all persons authorised or granted rights of use by it or otherwise entitled or who become entitled and the Transferee shall contribute to the cost of repairing or maintaining Access Route 1 and any Service Apparatus which is used in common and which serves the Property and the Retained Land and keep the Transferor and the Retained Land Owner indemnified in respect thereof
- (b) that any person exercising any right of entry shall first give not less than 2 days prior written notice of entry to the Retained Land Owner and to any owner or occupier of the Retained Land affected and shall comply with the Retained Land Owner's reasonable requirements as to the carrying out of any works and shall cause as little damage and disturbance as possible and make good all damage caused
- (c) that the exercise of any right of way or right to run or enjoy Services shall be subject to the person seeking to exercise the rights complying with any covenants relating to the repair maintenance renewal or use of the right of way or the Service Apparatus (as the case may be) or relating to contribution to such repair maintenance or renewal
- (d) that the Rights are granted subject to the provisions of clause 12.6
- that no new Service Apparatus shall be installed nor any new connection made to Service Apparatus outside the Property on the Retained Land without the consent of the Retained Land Owner and the Retained Land Owner (acting reasonably) shall be entitled to stipulate the location or route of any new Service Apparatus
- (f) that the exercise of the rights granted by clause 12.2.1 shall be subject to the Transferee complying with the covenants contained in clause 12.6 hereof
- (g) that the Transferor and/or the Retained Land Owner shall be at liberty to vary re-route or divert Access Route 1 and the Service Apparatus running on over or under the Retained Land or to repair maintain renew or upgrade them Provided That any variation re-routing or diversion provides a reasonable alternative right to run Services and that interruptions of use for the purposes of carrying out works are only temporary and for as short a period as is reasonably practicable and that such works are carried out at the expense of the Transferor and/or the Retained Land Owner.

complying with clause 12.6.3

- 12.7.2. to forever keep in reasonable repair and resurface or renew from time to time Access Route 1 subject to the Transferee complying with clause 12.6.2
- 12.7.3. to pay to the Retained Land Owner on demand a fair proportion in accordance to use (determined by the Surveyor in the event of dispute) of the reasonable costs and expenses of repairing maintaining and renewing any Service Apparatus the use or benefit of which is common to the Property and adjacent premises

12.8. Miscellaneous

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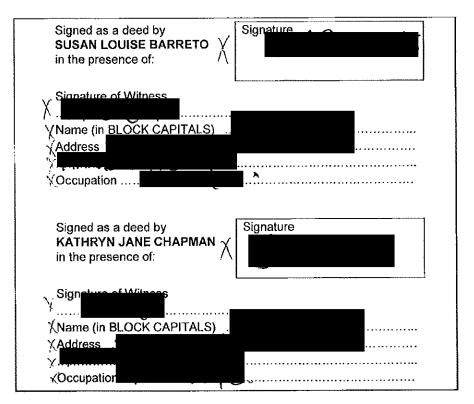
Execution

12.8.1. This Transfer is made subject to the Leases which the Transferee covenants to comply with

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – Joint property ownership and Practice Guide 24 – Private trusts of land for further guidance.

Signed as a deed by DAPHNE ELIZABETH WALDER in the presence of:	Signature
Signature of Witness	
Name (in BLOCK CAPITALS) Address	
Signed as a deed by CLARE ELIZABETH WATSON in the presence of:	Signature
Signature of Witness	_
Name (in BLOCK CAPITALS)	
Address Occupation	··
Signed as a deed by CHRISTOPHER DAVID WALDER in the presence of:	Signature
Signeture of Witness	
Name (in BLOCK CAPITALS)	
Address	
Occupation	
	_



WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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