

**These are the notes referred to on the following official copy**

Title Number HP836508

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

# Land Registry

## Transfer of part of registered title(s)

# TP1

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.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

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.

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, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: HP836508
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Plot A, The Tree Nursery, Sandy Lane, Shedfield, Southampton</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 18th November 2020
5	<p>Transferor: PAUL JASON MIFSUD and JANE LOUISE MIFSUD</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register: JULIE WOOD and FAITH ELLA WOOD</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register: 2 Northcote Villas Forest Road Waltham Chase Southampton SO32 2LA</p>

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

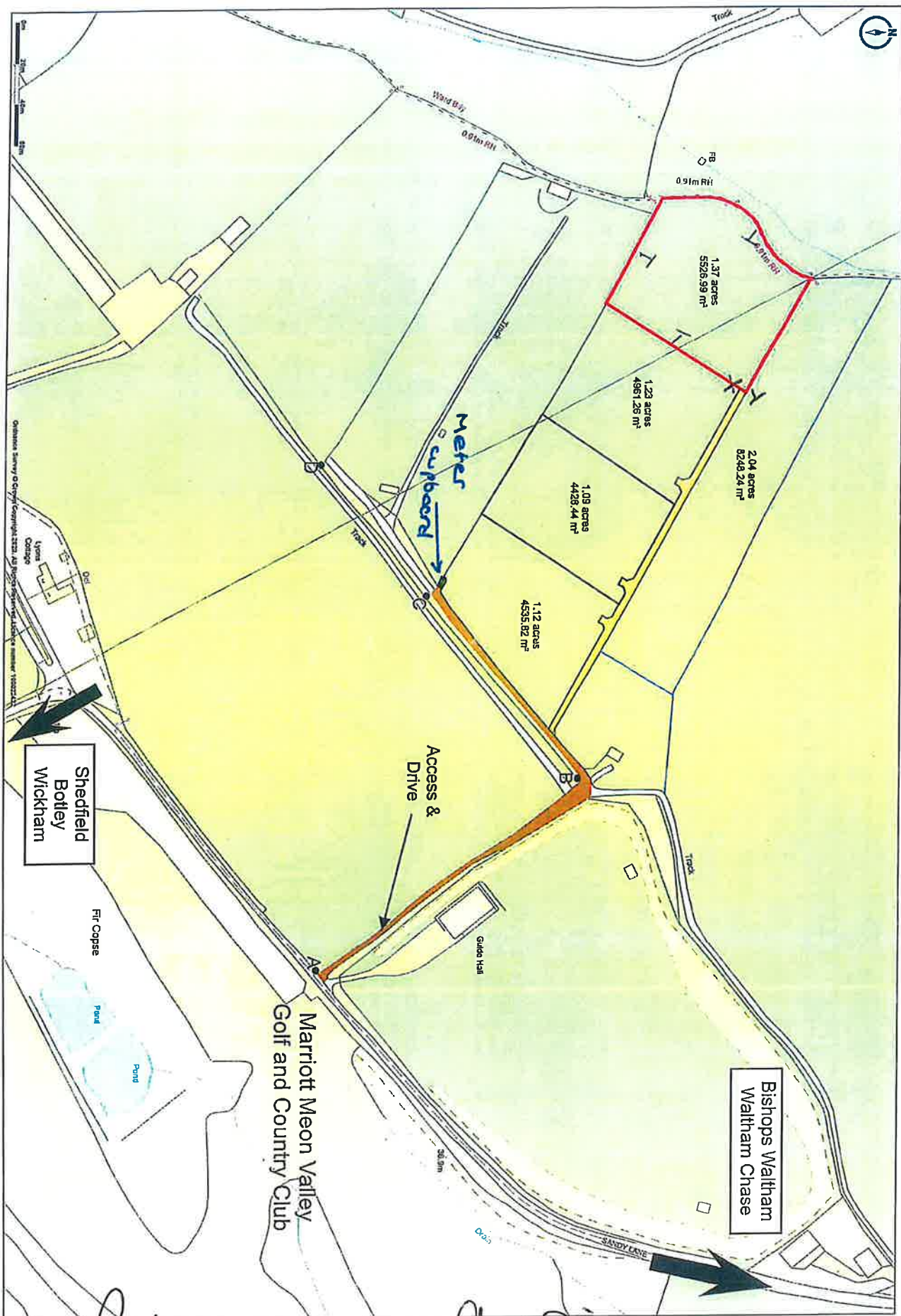
Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

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.

<b>8</b>	<b>The transferor transfers the property to the transferee</b>
<b>9</b>	<b>Consideration</b>  <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Ninety two thousand five hundred pounds (£92,500)  <div style="margin-left: 40px;">The transfer is not for money or anything that has a monetary value</div>  <input type="checkbox"/> Insert other receipt as appropriate:
<b>10</b>	<b>The transferor transfers with</b>  <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> full title guarantee  <input type="checkbox"/> limited title guarantee         </div>
<b>11</b>	<b>Declaration of trust. The transferee is more than one person and</b>  <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> they are to hold the property on trust for themselves as joint tenants   <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares   <input type="checkbox"/> they are to hold the property on trust:         </div>
<b>12</b>	<b>Additional provisions</b>  <b>12.1 Definitions</b>  <ol style="list-style-type: none"> <li>1. "Property" means the property hereby transferred</li> <li>2. "Retained Land" means the remainder of the Transferor's property within Title No. HP836508 other than the Property</li> <li>3. "Plan" means the plan annexed hereto</li> <li>4. "Accessway" means the accessway coloured yellow on the Plan</li> <li>5. "the Lane" means the lane leading from the public highway know as Sandy Lane Shedfield aforesaid to the Retained Land between the points marked "A", "B" and "C" on the Plan and coloured brown thereon</li> <li>6. "Authorised Vehicle" means a motor vehicle or motor cycle or horse box or van not exceeding 10,000 kg gross laden weight such vehicle to be taxed and in a roadworthy condition</li> <li>7. "Right of Entry" means the right for one party or their servants agents or contractors hereto to enter onto the property of the other with or without plant and equipment with for the purpose of inspecting maintaining repairing renewing or relaying Service</li> </ol>



P. Kuznetsov



Media SUBJECT TO (a) the party exercising such right giving reasonable prior written notice (except in case of emergency) (b) causing as little disturbance and inconvenience as possible to the party over whose land such right is exercised and (c) promptly making good all damage and disturbance caused to the reasonable satisfaction of the party over whose land such right is exercised

8. "Services" means electricity and water supply
9. "Service Media" means such pipes wires conduits and cables as are necessary for the exercise of the rights to a supply of Services hereinafter contained
10. "Service Charge" means one fifth of the reasonable and proper cost incurred by the Transferor in maintaining repairing renewing or relaying (a) the Accessway (b) the Lane and (c) any Service Media the use of which is shared by the Transferee with the Transferor
11. "the Mifsuds" shall mean Paul Jason Mifsud and Jane Louise Mifsud or the survivor of them

#### 12.2 Rights granted for the benefit of the property

1. A right of way with or without Authorised Vehicles at all times and for all purposes in connection with the use and enjoyment of the Property over along the Lane and the Accessway subject to the right of the owner thereof for the time being to suspend any such use when the Lane and/or the Accessway shall require maintenance or repair provided always that any period of suspension is reasonable in all the circumstances
2. A right to the supply of Services by way of pipes and cables under the Retained Land to the Property
3. A right at reasonable times to access the meter cupboard positioned on the land coloured blue and shown marked on the Plan for the purposes of reasonably establishing Services usage for the Property the person accessing the same ensuring that due care and attention is given to the meter installation

SUBJECT in all cases to the payment by the Transferee of the Service Charge and the cost of the Services

#### 12.3 Rights reserved for the benefit of the Retained Land

1. A Right of Entry
2. The right (at its own cost) to reposition the Service Media under the Retained Land subject (a) to giving to the Transferee reasonable prior written notice (b) causing as little disturbance and inconvenience as possible and (c) ensuring that any replacement pipes wires or conduits are of no less quality and capacity as those existing as at the date hereof

3. All other rights easements quasi-rights and quasi-easements enjoyed over the Property as would be deemed to exist if the Retained Land and any other neighbouring property in the ownership of the Transferor and the Property had been used in their present state from time immemorial but by different owners

Include words of covenant.

Include words of covenant.

## 12.4 Covenants by the transferee

The Transferee covenants with the Transferor and separately with present or future owners of any part of the Retained Land to observe and perform the covenants set out in this transfer with the intention that the burden of such covenants runs with and binds the Property and the benefit of such covenants is annexed to and runs with each and every part of the Retained Land:

### Part 1 (Negative)

1. Not to permit the Property to be used for any purpose other than as a paddock for the grazing of horses but so that this covenant shall not prevent the erection and maintenance of a stable or stables suitable only for the number of horses properly to be kept on the Property and provided always that the same shall only be erected in accordance with any required planning permission or deemed permission and subject to the same not being allowed to be other than maintained in good order and condition
2. Not to allow any noise music flashing lights fumes or smells to emanate from the Property or do or use or suffer to be done upon the Property or any part of it anything illegal immoral or improper or at any time to permit or suffer on or to the Property or on any other part of the Retained Land any act or thing which shall or may be or may become an annoyance nuisance danger damage inconvenience or disturbance to the Transferor or any transferee or lessee of any other part of the Retained Land any adjoining or neighbouring property or which may give rise to a public or private nuisance and to pay all costs charges and expenses in abating any such nuisance and executing all such work as may be necessary for abating any such nuisance
3. Not to erect or permit to be erected any stable building or construction or other erection of any type on the Property without (a) obtaining all relevant planning or other permissions for the same if required by law and (b) the consent of the Transferor and shall provide to the Transferor such plans and specifications as the Transferor may from time to time reasonably require
4. Not to display on the Property any sign notice placard or advertisement other than one of a size and design approved by the owner for the time being of the Accessway giving the name and contact details of the Transferee or other occupier for the time being of the Property
5. Not to park on obstruct or permit to be obstructed in any manner whatsoever the Accessway or the Lane or to park any object or chattel anywhere else on the Retained Land and not to allow more than two Authorised Vehicles at any one time to be parked overnight on the Property

6. Not to erect any satellite dish or aerial or other similar receiving equipment upon any part of the Property
7. Not to use or suffer the Property or any part of it to be used for the keeping or breeding of any poultry, birds or animals or otherwise to use the same other than for grazing for horses
8. Not to do or suffer to be done anything whereby the cover of soil over or the support of the Service Media located in the Property shall be altered or which may interfere with or prevent free access to the Service Media or render access to them more difficult or expensive or which may cause them damage
9.
  - (a) not to deposit refuse upon or otherwise exercise any rights which they may have over the Accessway or the Lane in such manner so as to cause any nuisance or prejudice to the Retained Land or any part of it or any occupier or owner thereof
  - (b) not to damage any part of the Accessway or the Lane or any planting on them
  - (c) not to exercise any rights of access over the Accessway or any part of it during a period where such rights may be suspended by the Transferor or its successor in title to the Retained Land at its reasonable discretion during the carrying out of any works or maintenance to the Accessway
10. Not to transfer the Property or any part of it without:
  - (a) obtaining simultaneously to such transfer the execution by the intending transferee of a Deed of Covenant in the terms set out in the Schedule between the intending transferee and the owner for the time being of the Accessway with the transferee bearing all costs of and incidental to the preparation and execution of such deed
  - (b) making payment of any Service Charge and/or the cost of any Services which has or have fallen due and remain(s) outstanding under this transfer prior to the date of such transfer
  - (c) obtaining the written consent of the Transferor (such consent not to be withheld if paragraphs (a) and (b) above have been met).

## Part 2 (Positive)

1. To maintain the fences on those boundaries of the Property which are marked with a "T" inwards on the Plan and to keep the same at all times in good and substantial repair
2.
  - (a) to pay the Service Charge within 14 days of the same being reasonably demanded and in the event of payment not being made then to pay interest at a rate of 4% above the base rate for the time being of Barclays Bank PLC or 4% whichever shall be the higher
  - (b) to pay for all Services consumed forthwith after written demand therefor either from the Mifsuds or in the event that that the Mifsuds shall have parted with all interest in the Retained Land then from the owner for the time being of the Accessway
3. To grant forthwith upon request and free of cost to the Transferor all rights privileges declarations easements wayleaves and licences to the local authority and/or service utility companies and any other statutory public or private authorities and undertakings as any of them may require in respect of the Property in connection with any of the services and/or Service Media provided and maintained (or to be maintained) by them and being for the benefit of the Retained Land
4. To at all times observe and comply with the provisions contained in all easements wayleaves and declarations and

licences to the local authority utility companies and/or other statutory or public authorities and undertakings so far as the same affect the Property

5. With the object and intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise to observe and perform the covenants referred to in the Charges Register of the said title so far as the same are still subsisting and capable of being enforced and relate to or affect the Property and will keep indemnified the Transferor against any future breach of the covenants and against all actions proceedings claims costs charges and demands in respect of the covenants

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

#### 12.5 Covenants by the Transferor with the Transferee

1. Not unreasonably to allow or permit or to cause or allow or permit by others the obstruction of the Accessway or the Lane
2. to ensure a supply of the Services at all times unless reasonably prevented from so doing provided always that the Mifsuds shall not be liable for any breach of the terms of this covenant after they shall have parted with all interest in the Retained Land if they shall previously have ensured that the owner for the time being of the Accessway shall be under an obligation to fulfil this obligation
3. Not to dispose of part only of the Accessway

#### 12.6 Other

##### Agreements & Declarations

It is hereby agreed and declared by the parties hereto that:

1. Any reference to "Transferor" or "Transferee" shall include the respective successors in title of those parties
2. Any covenant entered into by a party to this Deed shall be deemed to bind the property of the party entering into it into whosoever hands the same may come for the benefit and protection of the property of the other party into whosoever hands the same may come
3. That there is not included in the transfer of the Property to the Transferee any right easement or privilege other than such as may be specifically granted herein.

##### Restriction on Title

The Transferee hereby applies for the entry of the following restriction against the Transferee's title to the Property and shall procure that such restriction has priority to any mortgage or charge entered into by the Transferee:



*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by a conveyancer that the provisions of clause 12.4.10 of a Transfer dated 2020 and made between Paul Jason Mifsud and Jane Louise Mifsud (1 and [ ])(2) have been complied with or do not apply to the disposition "*

## SCHEDULE

THIS DEED OF COVENANT is made the                      day of  
[   ]  
BETWEEN:

("the Covenantee") of the one part and  
of

("the Owner") of the other part

### RECITAL:-

By a transfer of even date the freehold property known as Plot [ ] was transferred to the Owner and in accordance with the provisions of Clause 12.4.11 of a Transfer of the Property dated the                      day of                      202[   ] ("the Transfer") the Owner has agreed to enter into this Deed of Covenant with the Covenantee

NOW THIS DEED WITNESSETH as follows:-

1. The Owner hereby covenants with the Covenantee that the Owner will observe and perform the obligations on the part of the Owner set out in the Transfer provided that the Owner will not be personally liable in damages after he shall have parted with all interest in the Property if the provisions of the Transfer have been fully complied with as to the requirement for any transfer or other disposition

2. In this deed unless the context otherwise requires the masculine gender shall include the feminine gender and the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression "the Owner" covenants expressed to be made by the Owner shall be deemed to be made by such person jointly and severally

IN WITNESS whereof the Owner and the Covenantee have executed this deed as a deed the day and year first before written

[EXECUTION CLAUSE]

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.

### 13 Execution

Executed as a Deed by the said

Paul Jason Mifsud

in the presence of:

Witness:

Name:

Address:

**Jill Loughlin**

Larcomes Legal Limited

168 London Road

North End

Portsmouth PO2 9DN

Executed by the said

Jane Louise Mifsud

In the presence of:

Witness:

Name:

Address:

**Jill Loughlin**

Larcomes Legal Limited

168 London Road

North End

Portsmouth PO2 9DN

Executed by the said

JULIE WOOD

In the presence of:

Witness:

Name:

Address:

Executed by the said

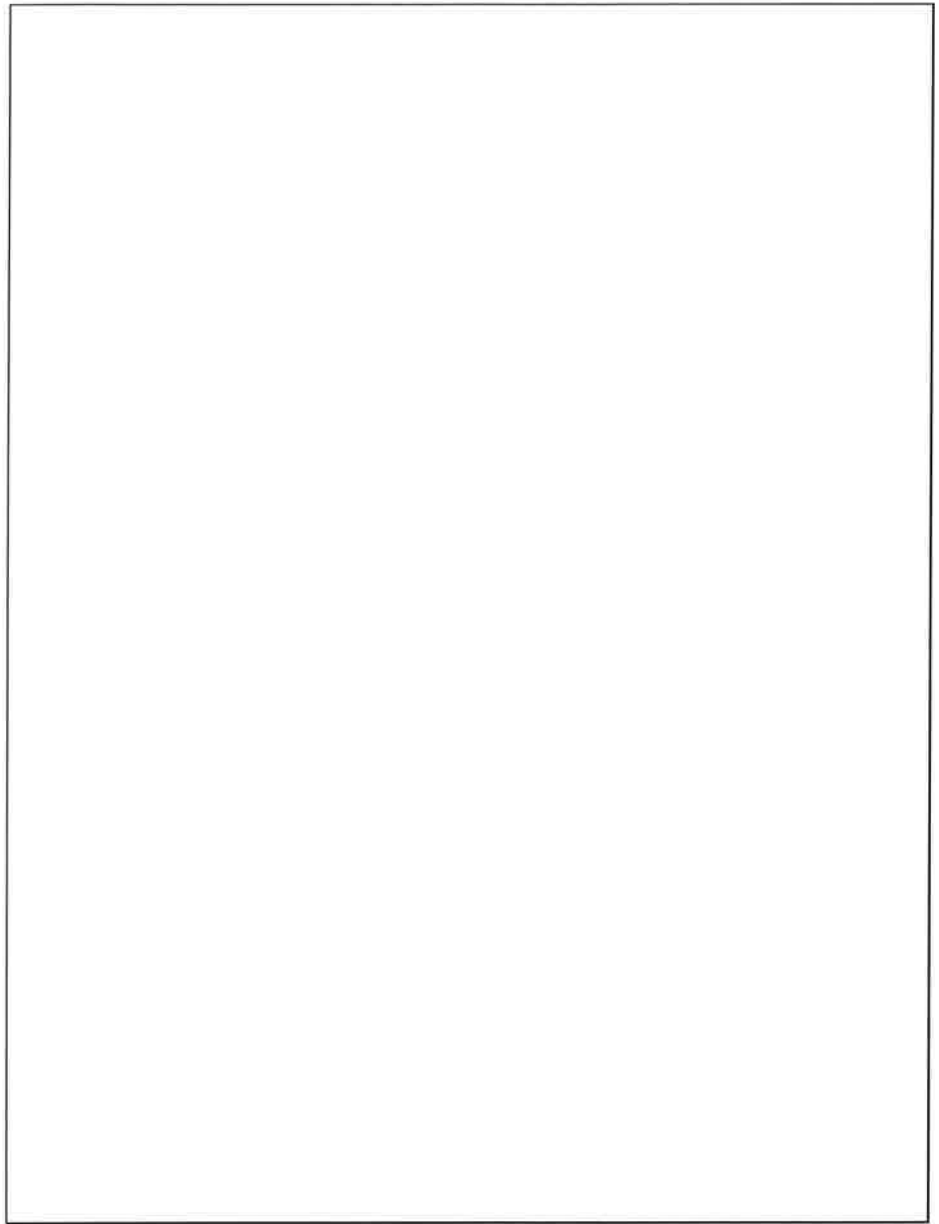
FAITH ELLA WOOD

In the presence of:

Witness:

Name:

Address:



**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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# Land Registry

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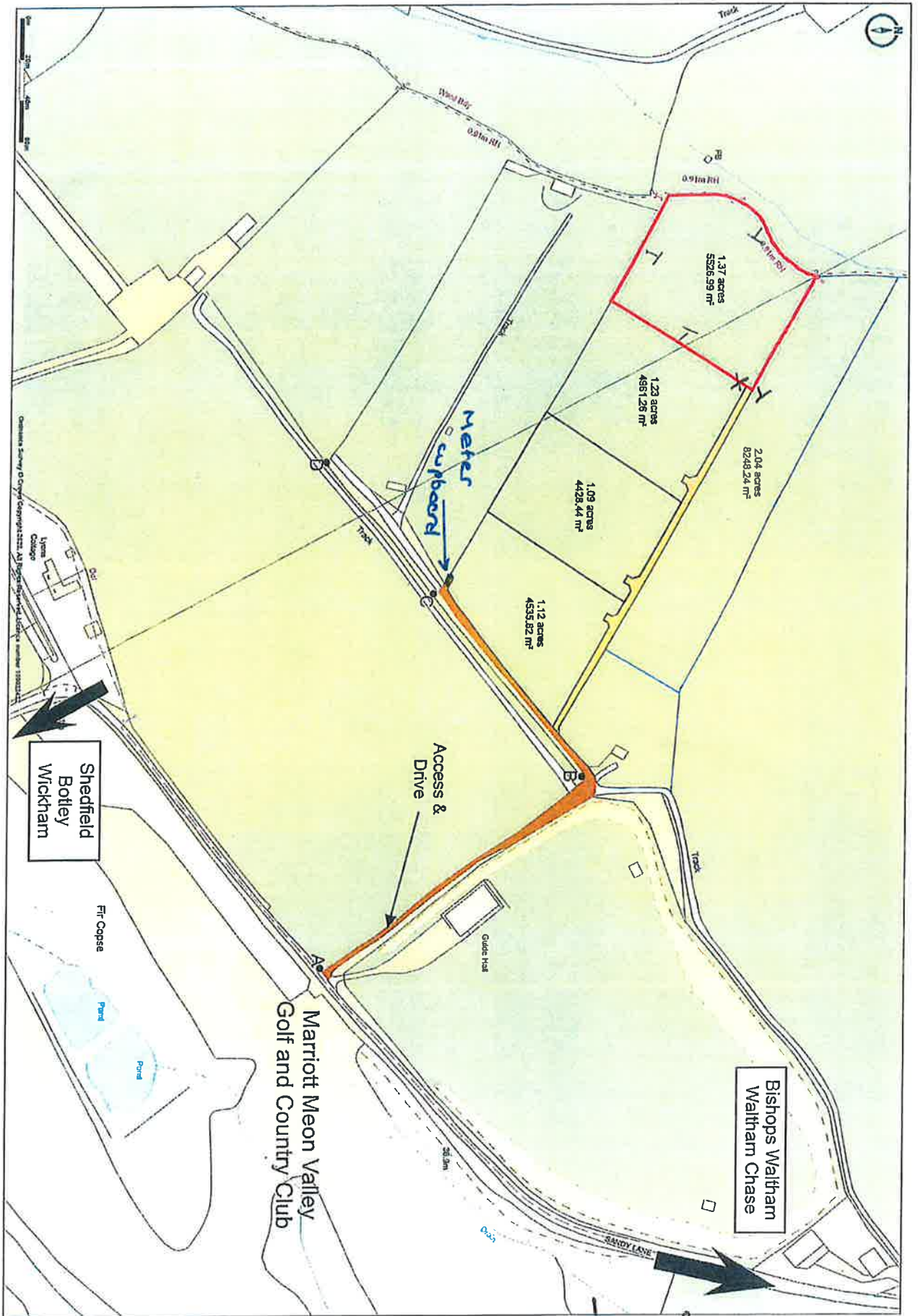
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XOW dead  
X FEW ~~few~~

X  
X

Media SUBJECT TO (a) the party exercising such right giving reasonable prior written notice (except in case of emergency) (b) causing as little disturbance and inconvenience as possible to the party over whose land such right is exercised and (c) promptly making good all damage and disturbance caused to the reasonable satisfaction of the party over whose land such right is exercised

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9.

(a) not to deposit refuse upon or otherwise exercise any rights which they may have over the Accessway or the Lane in such manner so as to cause any nuisance or prejudice to the Retained Land or any part of it or any occupier or owner thereof

(b) not to damage any part of the Accessway or the Lane or any planting on them

(c) not to exercise any rights of access over the Accessway or any part of it during a period where such rights may be suspended by the Transferor or its successor in title to the Retained Land at its reasonable discretion during the carrying out of any works or maintenance to the Accessway

10. Not to transfer the Property or any part of it without:

(a) obtaining simultaneously to such transfer the execution by the intending transferee of a Deed of Covenant in the terms set out in the Schedule between the intending transferee and the owner for the time being of the Accessway with the transferee bearing all costs of and incidental to the preparation and execution of such deed

(b) making payment of any Service Charge and/or the cost of any Services which has or have fallen due and remain(s) outstanding under this transfer prior to the date of such transfer

(c) obtaining the written consent of the Transferor (such consent not to be withheld if paragraphs (a) and (b) above have been met).

## Part 2

### (Positive)

1. To maintain the fences on those boundaries of the Property which are marked with a "T" inwards on the Plan and to keep the same at all times in good and substantial repair

2. (a) to pay the Service Charge within 14 days of the same being reasonably demanded and in the event of payment not being made then to pay interest at a rate of 4% above the base rate for the time being of Barclays Bank PLC or 4% whichever shall be the higher

(b) to pay for all Services consumed forthwith after written demand therefor either from the Mifsuds or in the event that that the Mifsuds shall have parted with all interest in the Retained Land then from the owner for the time being of the Accessway

3. To grant forthwith upon request and free of cost to the Transferor all rights privileges declarations easements wayleaves and licences to the local authority and/or service utility companies and any other statutory public or private authorities and undertakings as any of them may require in respect of the Property in connection with any of the services and/or Service Media provided and maintained (or to be maintained) by them and being for the benefit of the Retained Land

4. To at all times observe and comply with the provisions contained in all easements wayleaves and declarations and licences to the local authority utility companies and/or other statutory or public authorities and undertakings so far as the

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

same affect the Property

5. With the object and intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise to observe and perform the covenants referred to in the Charges Register of the said title so far as the same are still subsisting and capable of being enforced and relate to or affect the Property and will keep indemnified the Transferor against any future breach of the covenants and against all actions proceedings claims costs charges and demands in respect of the covenants

## 12.5 Covenants by the Transferor with the Transferee

1. Not unreasonably to allow or permit or to cause or allow or permit by others the obstruction of the Accessway or the Lane
2. to ensure a supply of the Services at all times unless reasonably prevented from so doing provided always that the Mifsuds shall not be liable for any breach of the terms of this covenant after they shall have parted with all interest in the Retained Land if they shall previously have ensured that the owner for the time being of the Accessway shall be under an obligation to fulfil this obligation
3. Not to dispose of part only of the Accessway

## 12.6 Other

### Agreements & Declarations

It is hereby agreed and declared by the parties hereto that:

1. Any reference to "Transferor" or "Transferee" shall include the respective successors in title of those parties
2. Any covenant entered into by a party to this Deed shall be deemed to bind the property of the party entering into it into whosoever hands the same may come for the benefit and protection of the property of the other party into whosoever hands the same may come
3. That there is not included in the transfer of the Property to the Transferee any right easement or privilege other than such as may be specifically granted herein.

### Restriction on Title

The Transferee hereby applies for the entry of the following restriction against the Transferee's title to the Property and shall procure that such restriction has priority to any mortgage or charge entered into by the Transferee:



*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by a conveyancer that the provisions of clause 12.4.10 of a Transfer dated 2020 and made between Paul Jason Mifsud and Jane Louise Mifsud (1 and [ ])(2) have been complied with or do not apply to the disposition "*

## SCHEDULE

THIS DEED OF COVENANT is made the                      day of  
[     ]  
BETWEEN:

("the Covenantee") of the one part and  
of

("the Owner") of the other part

### RECITAL:-

By a transfer of even date the freehold property known as Plot [     ] was transferred to the Owner and in accordance with the provisions of Clause 12.4.11 of a Transfer of the Property dated the                      day of                      202[     ] ("the Transfer") the Owner has agreed to enter into this Deed of Covenant with the Covenantee

NOW THIS DEED WITNESSETH as follows:-

1.        The Owner hereby covenants with the Covenantee that the Owner will observe and perform the obligations on the part of the Owner set out in the Transfer provided that the Owner will not be personally liable in damages after he shall have parted with all interest in the Property if the provisions of the Transfer have been fully complied with as to the requirement for any transfer or other disposition

2.        In this deed unless the context otherwise requires the masculine gender shall include the feminine gender and the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression "the Owner" covenants expressed to be made by the Owner shall be deemed to be made by such person jointly and severally

IN WITNESS whereof the Owner and the Covenantee have executed this deed as a deed the day and year first before written

[EXECUTION CLAUSE]

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.

### 13 Execution

Executed as a Deed by the said

Paul Jason Mifsud

in the presence of:

Witness:

Name:

Address:

Executed by the said

Jane Louise Mifsud

In the presence of:

Witness:

Name:

Address:

Executed by the said

Julie Wood

X JW Wood X

In the presence of:

Witness:

Name:

Address:

X K. Macklin  
X KIM MACKLIN  
X 401B FREEGROUNDS RD  
HEDGE END,  
SOUTHAMPTON SO30 0HS

Executed by the said

Faith Ella Wood

X FEW Fwood X

In the presence of:

Witness:

Name:

Address:

X K. Macklin  
X KIM MACKLIN  
X 401B FREEGROUNDS RD  
HEDGE END, SOUTHAMPTON  
SO30 0HS

#### 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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