

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

Title Number BK532200

The electronic official copy of the document follows this message.

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

## Transfer of part of registered title(s)

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

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.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

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.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: BK495144
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<b>Property:</b> Land at Limberlost Farm Crookham Common Thatcham Berkshire RG19 8DH  The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: Edged red  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 19 January 2024
5	<b>Transferor:</b> John Dennis Thorogood & Carol Ann Thorogood  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas entities</u> (a) Territory of incorporation or formation:  (b) Overseas entity ID issued by Companies House, including any prefix:  (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of **all** of the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM 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.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in practice guide 78: overseas entities.

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 email address.

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.

6 Transferee for entry in the register:  
Hannah Jane Thorogood

For UK incorporated companies/LLPs  
Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

7 Transferee's intended address(es) for service for entry in the register:  
The Property

8 The transferor transfers the property to the transferee

9 Consideration

☐ 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:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

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

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

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.

**11 Declaration of trust.** The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

**12 Additional provisions**

**Definitions**

**Definitions and Interpretation**

**1.1** The following definitions and rules of interpretation apply in this Transfer:

**Conditions for Entry** : the conditions to which any right to enter granted in clause 2 or excepted and reserved by clause 3 is subject, namely that the right shall be subject to the person exercising the right:

(a) effecting entry at a reasonable time (or at any time in an emergency);

(b) giving reasonable notice to the person whose premises are being entered;

(c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and

(d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry

**LPMPA 1994**: the Law of Property (Miscellaneous Provisions) Act 1994

**Plan** : the plan attached to this Transfer

**Projections** : all foundations, footings, chimneys, flues, eaves, guttering, drainpipes, spouts, fence, posts, wall piers and similar projections.

**Reservations** : the rights excepted and reserved to the Transferor in clause 3

**Retained Land** : the remainder of the land (excluding the Property) registered at HM Land Registry with title absolute under title number BK495144

**Rights** : the rights granted by the Transferor to the Transferee in clause 2.

**Service Media** : all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Title Matters** : the agreements, covenants, restrictions, stipulations and other matters contained or referred to in the title registered under the title number mentioned in Panel 1 above

**Transferee's Positive Covenants** : the positive covenants set out in clause 4

**VAT**: Value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax

**VATA 1994**: Value Added Tax Act 1994

**1.1.1** References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.

**1.1.2** References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.

**1.1.3** Unless otherwise indicated references to paragraphs are to paragraphs in this Panel 12.

**1.1.4** Paragraph headings shall not affect the interpretation of this transfer.

**1.1.5** The disposition effected by this transfer is subject to:

(a) those matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 09:42:06 on 24 October 2023 under title number BK495144

(b) any matters discoverable by inspection of the Property before the date of the transfer;

(c) any matters which the Transferor does not and could not reasonably know about;

(d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;

(e) any notice, order or proposal given or made by a body acting on statutory authority; and

(f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002 All matters recorded at the date of this transfer in

registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act

**1.2** Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person

**1.3** A person includes a corporate or unincorporated body (whether or not having a separate legal personality)

**1.4** Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular

**1.5** A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment

**1.6** A reference to a statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision

**1.7** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms

**1.8.** Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

**1.9.** The Reservations are excepted and reserved from this transfer for the benefit of the Retained Land.

**1.10.** The Reservations may be exercised by the Transferor notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in the flow of air or light to the Property or loss of amenity for the Property provided that they do not materially adversely affect the reasonable use and enjoyment of the Property.

**1.11** The Reservations shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations.

**1.12** The Rights are not granted exclusively to the Transferee and are granted:

**1.12.1** subject to the Reservations and any other rights of the Transferor and its successors in title in relation thereto whether or not referred to in this deed and:

**1.12.2** in common with any other persons lawfully entitled to the Rights or to similar rights in relation thereto.

**1.13** All matters recorded at the date of this transfer in registers



open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPPMA 1994, notwithstanding section (6)(3) of the LPPMA 1994

**1.14** The Property shall not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

**1.15** The Transferor on behalf of itself and its successors in title consents to access of light and air to the Property (and any building on it from time to time) from the Transferor's Retained Land but such consent shall not give any absolute right to the Transferee (or its successors in title) and is recoverable at any time by the Transferor or its successors in title.

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

**2.** The Property is transferred together with the following rights for the owners and occupiers of the Property and every part of the Property for the time being:

**2.1** From time to time, subject to contributing a fair proportion of the cost of repairing maintaining and renewing the same, the right to use and to connect into any Service Media within the Retained Land that belong to the Transferor and serve (but do not form part of) the Property which are in existence at the date of this transfer or are installed or constructed after the date of the transfer;

**2.2** the right of support and protection to the Property and any building on the Property from adjoining parts of the Retained Land

**2.3** subject to compliance with the Conditions for Entry, the right to enter the adjoining parts of the Retained Land with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

(i) to inspect or carry out works to the Property; or

(ii) to inspect, repair, maintain, or replace any Service Media exclusively serving the Property.

#### Rights reserved for the benefit of other land

**3.** The Transferor excepts and reserves out of the Property for the benefit of the Retained Land (excluding the Property): :-

**3.1** From time to time, subject to contributing a fair proportion of the cost of repairing maintaining and renewing the same, the right to use and to connect into any Service Media at the Property which serve the Transferor's Retained Land which are in existence

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

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

at the date of this transfer or are installed or constructed after the date of the transfer;

**3.2** Any rights of light or air which might now subsist or which might but for this exception be acquired over the Retained Property

**3.3** subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

(i) to inspect or carry out works to the Transferor's Retained Land;

(ii) to inspect, repair, maintain, or replace any Service Media exclusively serving the Transferor's Retained Land;

**3.4** the right to keep and use on the Property any Projections from any buildings adjoining the Property



### **Restrictive covenants by the transferee**

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it and every other person owning land forming part of the Retained Land with the intention of binding the Property and each and every part of it:

(a) not to use the Property for any purpose other than for one single private dwelling;

(b) not to use the Property for any noisy, offensive, illegal or immoral purpose;

(c) not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property or to any other person entitled to the Rights in common with the Transferee:

(d) not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any neighbouring property;

(e) not to park caravans, mobile homes, lorries, derelict vehicles or trade vehicles (except trade vehicles in the course of delivering goods to or supplying services to the Property) on the external areas of the Property or on any other part of the Retained Land;

(f) not to obstruct or interfere with the flow of light or air to the windows, doors or other openings in the buildings currently situated on the Transferor's Retained Land.

### **4. Positive Covenants by the Transferee**

**4.1** The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property will keep the property clean and tidy and in good state of repair and condition.

**4.2** The Transferee will maintain the boundary fences shown marked with an inward facing 'T' on the plan

### **Restrictive covenants by the transferor**

**5.** The Transferor covenants with the Transferee for the benefit of the Property to observe and perform the following covenants;

(a) not to use the Retained Land for any noisy, offensive, illegal or immoral purpose;

(b) not to do anything on the Retained Land that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferee or the owners or occupiers of the Property or to any other person entitled to the Rights reserved in common with the Transferor;

(c) not to allow to pass into the Service Media serving the Retained Land any noxious or deleterious effluent or other substance which may obstruct them or any other neighbouring property:

(d) not to obstruct or interfere with the flow of light or air to the windows, doors or other openings in the buildings situated on the Property

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

Other

## **5. Agreements and Declarations**

**5.1** Section 62 of the Law of Property Act 1925 and the rule in "Wheeldon v Burrows" do not apply to this Transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property by this Transfer except for those expressly granted by this Transfer.

**5.2** The Transferee and Transferor do not intend that any of the terms of this Transfer will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**5.3** The Transferor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from the Transferor's Retained Land but such consent shall not give any absolute right to the Transferee (or its successors in title) and is revocable at any time by the Transferor or its successors in title.

## **6. Indemnity Covenant**

**6.1** The Transferee covenants with the Transferor that the Transferee and its successors in title to the Property will comply with the Title Matters so far as they are enforceable and affect the Property and will indemnify the Transferor against all actions claims demands and proceedings taken or made against the Transferor and all costs damages expenses liabilities and losses incurred by the Transferor arising from their breach.

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 must 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 Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

### 13 Execution

Signed as a deed by: **John Dennis Thorogood**

Signature John Thorogood

in the presence of:

Signature of witness Carol Ann Thorogood

Name (in BLOCK CAPITALS) Gillian WARD

Address SILVER BIRCHES, THE RIDGE, COWD ASH  
RAISAM

Signed as a deed by: **Carol Ann Thorogood**

Signature Carol Ann Thorogood

in the presence of:

Signature of witness Steven Sireak

Name (in BLOCK CAPITALS) STEVEN SIREAK

Address 53 FOXGLOVE WAY  
TRIALHAM RG18 4DL

Signed as a deed by: **Hannah Jane Thorogood**

Signature Hannah Jane Thorogood

in the presence of:

Signature of witness Gordon Sheppard

Name (in BLOCK CAPITALS) GORDON SHEPPARD

Address  
30 HUNTLEY AVE  
BRIGSTOCK  
KETERING  
NN14 3HF

#### WARNING

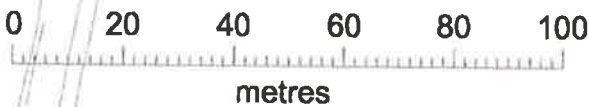
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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.



*John Thorpe*  
*Thorpe*



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1:1250@A4  
**LOCATION PLAN**  
September 2023

Land at Limberlost Farm, Crookham Common,  
Thatcham, West Berkshire, RG19 8DH

Administrative area Berkshire: West Berkshire Council

