Land Registry

Transfer of part of registered title(s)

We hereby Certify this to be a true copy of the original. 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.

1	Title number(s) out of which the property is transferred: **HP600417 and HP600436**
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: **All that property in Title Number HP600417 save the land edged red on plans 1 and 2 annexed hereto where plan 1 is the plan attached to a Transfer of even date (completed prior to this Transfer) made between the Transferor (1) and Marcele Frederick Woods and Lynne Woods (2) in respect of 1 Murrayfield Cottages and plan 2 is the plan attached to a Transfer of even date (completed prior to this Transfer) made between the Transferor (1) and Owen Stevens and Edith Smith (2) in respect of 3 Murrayfield Cottages and the land in Title Number HP600436 being land adjoining Church Farm House Church Lane Twyford Hampshire TOGETHER WITH AND SUBJECT TO the matters contained in the two Transfers referred to above** The property is identified ☐ on the attached plan and shown: ☒ on the title plan(s) of the above titles and shown:
4	Date: Thirtieth April 2009
5	Transferor: **JOHN PETER BODEN** 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 England and Wales including any prefix:
6	Transferee for entry in the register: **CHARLES FULTON and ALISON FULTON** 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 England and Wales including any prefix:

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.

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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.

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

Church Farmhouse Church Lane Twyford Winchester Hampshire SO21 1NT

8 The transferor transfers the property to the transferee

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.

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

£245,000 TWO HUNDRED AND FORTY FIVE THOUSAND POUNDS

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee **save that the covenant referred to in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 is modified to be subject to the incumbrances and to all other matters of which the Transferee has actual knowledge which shall be deemed to include charges referred to in Section 198 of the Law of Property Act 1925 and to all other matters of public record affecting the Property**

☐ limited title guarantee

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

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

Complete as necessary.

☐ they are to hold the property on trust:

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.

12 Additional provisions

Definitions

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

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

Rights granted for the benefit of the property

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

Include words of covenant.

Rights reserved for the benefit of other land

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

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

13. **Other**

Agreements and Declarations

13.1 **Overage Provision**

Interpretation

The definitions and rules of interpretation set out in this clause apply in this deed.

Additional Payment: ((A - B)-C) x 30 %, where A = Enhanced Value, B = Base Value and C=The cost of obtaining planning permission

Base Value: the Market Value of the Development Land immediately prior to the grant of Planning Permission with no expectation of the grant of Planning Permission but not being less than One hundred thousand pounds (£100,000.00).

Deed of Covenant: a deed of covenant with the Transferor containing covenants in the same terms as those given by the Transferee in this deed with such minor modifications as the Transferor may agree such Deed to include a Restriction in substantially the same terms as the Restriction set out in Clause 16.3 or as near thereto as the Land Registry shall permit.

Default Rate: 4% per annum above the base lending rate from time to time of Lloyds TSB Bank Plc.

Development: development of the whole or any part or parts of the Property, with or without other land other than the erection of stables or a field shelter.

Development Land: such part or parts of the Property in respect of which Planning Permission is granted during the Overage Period.

Disposal: a disposition within the meaning of section 205 of the Law of Property Act 1925 or section 27(2) of the Land Registration Act 2002 of the whole or any part or parts of the Property other than a legal charge or grant of an easement.

Enhanced Value: the Market Value of the Development Land as at the date of, and with the benefit of, the relevant Planning Permission, assuming that the Development Land has the benefit of any easements, wayleaves, sight-line covenants and other agreements necessary to provide access, visibility splays or services to or from the Development Land.

Independent Surveyor: a Fellow of the Royal Institution of Chartered Surveyors with at least 10 years' experience in valuing properties similar to the Development Land, for uses similar to the Development, and whose usual place of practice is within a 10 mile radius of the Development Land.

Interest Rate: The base lending rate from time to time of Lloyds TSB Bank Plc.

Market Value: the estimated amount for which the Development Land should exchange between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably,

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prudently and without compulsion, on the basis that:

a. it is assessed in accordance with Practice Statement 3.2 of the sixth edition of the RICS Valuation Standards, a copy of which is attached hereto;

b. the provisions of this deed are disregarded;

c. the Development Land has vacant possession;

d. the Development Land is assumed to be free from all encumbrances; and

e. any damage to or destruction of the Development Land occurring after the date of this transfer deed is assumed to have been fully reinstated.

Overage Period: 80 years starting on the date of this transfer deed.

Planning Permission: outline planning permission for Development.

Property: Land Adjoining Murrayfield Cottages, High Street, Twyford, Hampshire SO21 1NP being in part registered at H M Land Registry under Title Number HP600436 and in part registered under Title Number HP600417 and shown edged red on the plan attached hereto

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax.

Working Day: any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

13.2 A person includes a corporate or unincorporated body.

13.3 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

13.4 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this deed.

13.5 Clause headings do not affect the interpretation of this deed.

14. **Additional Payment**

14.1 If Planning Permission is granted at any time during the Overage Period, an Additional Payment shall immediately become due from the Transferee to the Transferor. The Transferee covenants that it shall pay the Additional Payment to the Transferor on the later of:

a. the date 4 weeks after the date of grant of the Planning Permission; or

b. the date 4 weeks after the amount of the Additional Payment is agreed or determined in

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accordance with the terms of this deed.

14.2 An Additional Payment shall be due in respect of each and every Planning Permission, if more than one, granted during the Overage Period.

14.3 If further Planning Permission is granted during the Overage Period in respect of the same part or parts of the Property for which Planning Permission has already been granted, the Base Value for that part of the Development Land shall be equivalent to its Enhanced Value as at the date of grant of the immediately preceding Planning Permission (calculated on a pro rata basis where applicable) with no expectation of the grant of further Planning Permission.

14.4 The Transferee covenants with the Transferor that it shall pay interest at the Interest Rate to the Transferor on each Additional Payment for the period from the date of grant of the relevant Planning Permission to the due date for payment for the Additional Payment.

14.5 The Transferee further covenants with the Transferor that it shall pay interest at the Default Rate to the Transferor on any Additional Payment that is not paid on its due date. Such interest shall be payable for the period from the due date to the date of actual payment and shall not affect any other remedy the Transferor may have.

14.6 The Transferee covenants that it shall:

a. supply the Transferor with a copy of any planning application submitted by or on behalf of the Transferee during the Overage Period within 10 Working Days of its submission to the local planning authority; and

b. supply the Transferor with a copy of any Planning Permission granted during the Overage Period within 10 Working Days of the date of grant.

14.7 The benefit of the Transferee's covenants in relation to the Additional Payment(s) are assignable by the Transferor.

15. **Amount of Additional Payment**

15.1 If agreement is reached on the amount of the Additional Payment within 4 weeks after the date of grant of Planning Permission, the Transferee and the Transferor shall immediately sign and date a memorandum recording the amount of the Additional Payment and the date of the memorandum shall be the date of agreement for the purposes of clause 14.1.b.

15.2 If the Transferee and the Transferor fail to agree on the amount of the Additional Payment within 4 weeks after the date of grant of Planning Permission, either party may refer the matter to an Independent Surveyor.

15.3 The Independent Surveyor shall be appointed jointly by the parties, but in default of agreement within 4 weeks after the date of grant of Planning Permission, either party may apply to the President of the Royal Institution of Chartered Surveyors requesting the appointment of an Independent Surveyor.

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15.4 If the appointed Independent Surveyor dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by his appointment then either the Transferor or the Transferee may apply to the President of the Royal Institution of Chartered Surveyors to discharge the appointed Independent Surveyor and to appoint a replacement.

15.5 The Independent Surveyor shall act as an expert and shall give a written copy of the decision on the amount of the Additional Payment to both the Transferee and the Transferor within 20 Working Days after the date of the Independent Surveyor's appointment.

15.6 The Transferee and the Transferor shall each be entitled to make submissions to the Independent Surveyor and shall provide (or procure that others provide) the Independent Surveyor with the assistance and documents that the Independent Surveyor reasonably requires to reach a decision.

15.7 The Independent Surveyor's written decision shall be final and binding in the absence of manifest error or fraud.

15.8 The Transferee and the Transferor agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within 10 Working Days after a demand for payment. If they are not so paid, the party against whom the costs were not awarded shall be entitled to pay the Independent Surveyor the sums due and recover the amount from the other party on demand plus interest calculated at the Interest Rate from the date so paid

15.9 In default of agreement pursuant to clause 15.1, the Additional Payment shall be the amount determined by the Independent Surveyor and the date of issue of the Independent Surveyor's written decision shall be taken as the date of determination for the purposes of clause 14.1.b.

Disposals and restriction

16.

16.1 The Transferee covenants with the Transferor not to make any Disposal at any time during the Overage Period without first procuring that the person to whom the Disposal is being made has executed a Deed of Covenant and provides the Transferor with a copy thereof.

16.2 The Transferee further covenants to provide the Transferor with a copy of the Title Information Document or Official Copy Entries of the Property or part thereof once the Disposal has been registered at H M Land Registry.

16.3 The Transferee and his successors in title hereby covenant to register at the Land Registry a Restriction in the following form or as near thereto as the H M Land Registry shall permit against the Title to the Property and each and every part thereof and to provide the Transferor with a copy of his Title to evidence that the Restriction has been so registered :

"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 written confirmation from the disponee's conveyancer that the terms of Clause 16 of the Transfer dated the Thirtieth day of April 2009 made between J P Boden (1) and C Fulton and A Fulton

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(2) have been complied with.

16.4 On a disposition of the registered estate the disponee's conveyancer shall give written notice to John Peter Boden of 29 Ashchurch Park Villas London W12 9SP or his personal representatives that the disponee is now the owner of the Property provided that the disponee shall have discharged its obligations hereunder if a letter is written to the last known address of John Peter Boden or his personal representatives.

17. **VAT**

17.1 Each amount stated to be payable by the Transferee to the Transferor under or pursuant to this deed is exclusive of VAT (if any).

17.2 If any VAT is chargeable on any supply made by the Transferor under or pursuant to this deed, the Transferee shall on receipt of a valid VAT invoice, pay the Transferor an amount equal to that VAT.

18. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this deed shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

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.

19. Execution

EXECUTED as a DEED by the said **JOHN PETER BODEN** in the presence of:	Sign here

Signature of witness .....
Name (in BLOCK CAPITALS) .....
Address .....
.....

EXECUTED as a DEED by the said **CHARLES FULTON** in the presence of :	Sign here

Signature of witness .....
Name (in BLOCK CAPITALS) ELIZABETH KENNETT
Address WHITE LODGE, CHURCH LANE,
TETFORD, LN8 6NT

EXECUTED as a DEED by the said **ALISON FULTON** in the presence of :	Sign here

Signature of witness .....
Name (in BLOCK CAPITALS) ELIZABETH KENNETT
Address WHITE LODGE, CHURCH LANE,
TETFORD, LN8 6NT

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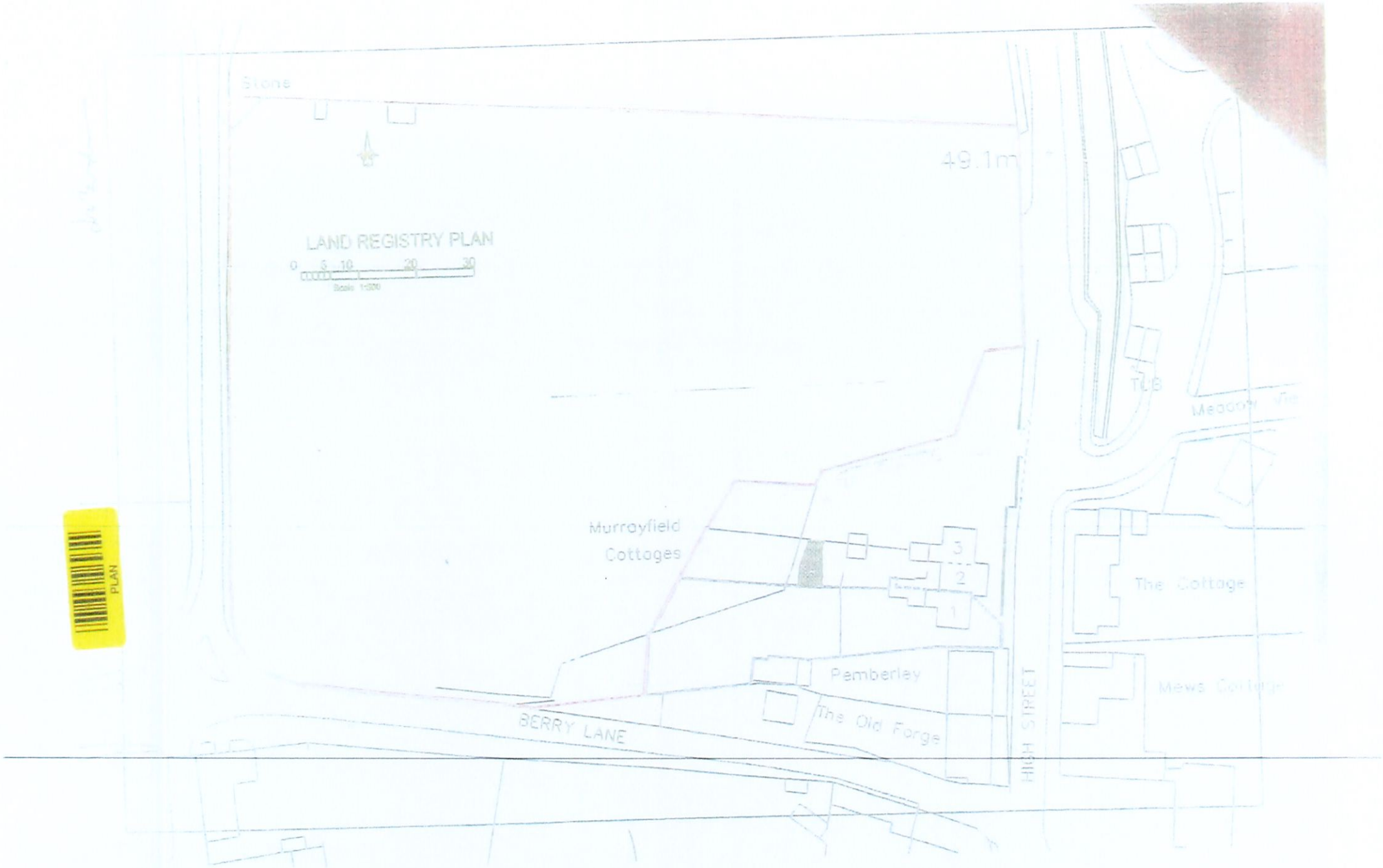
WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the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

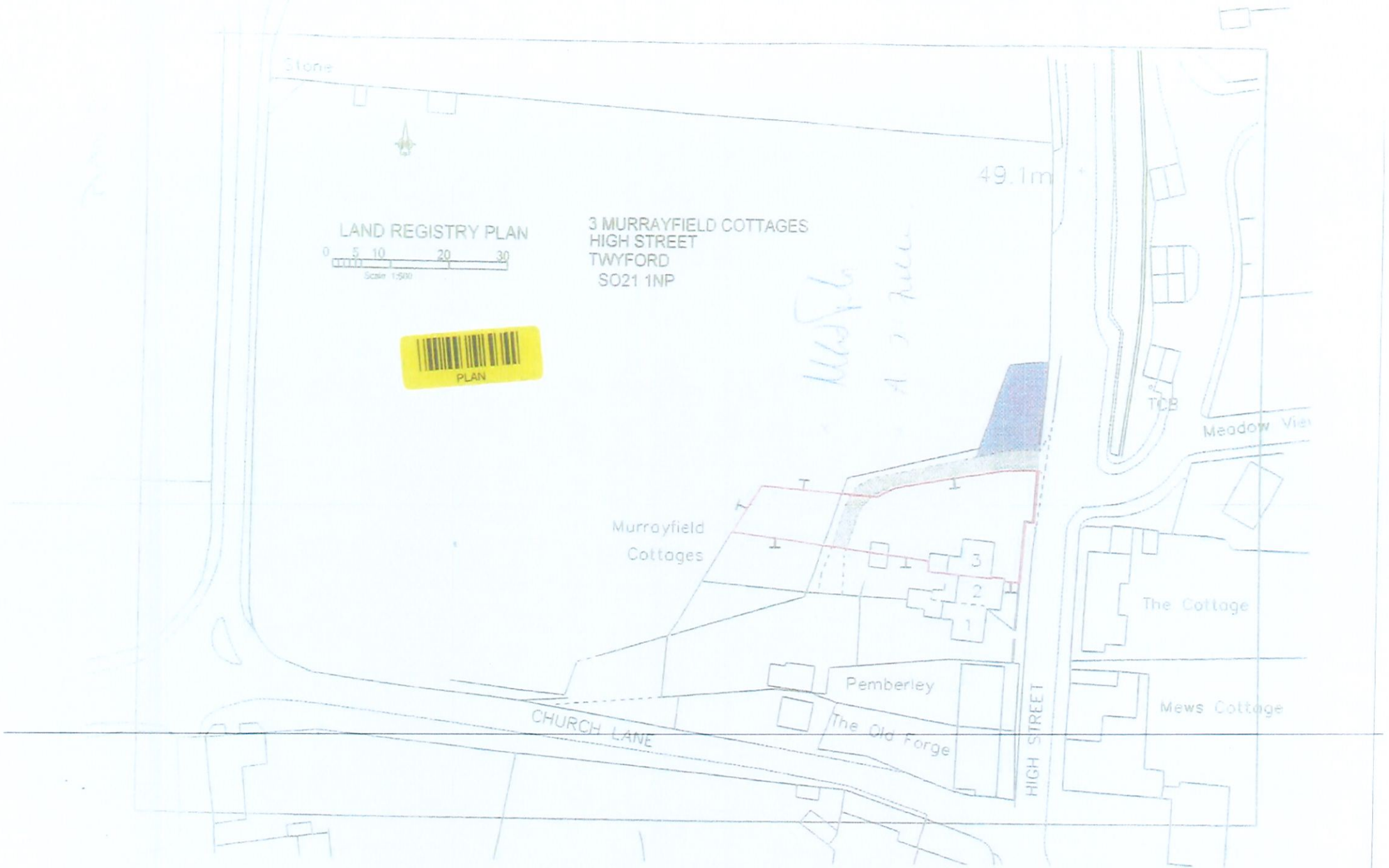
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply 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 PLAN

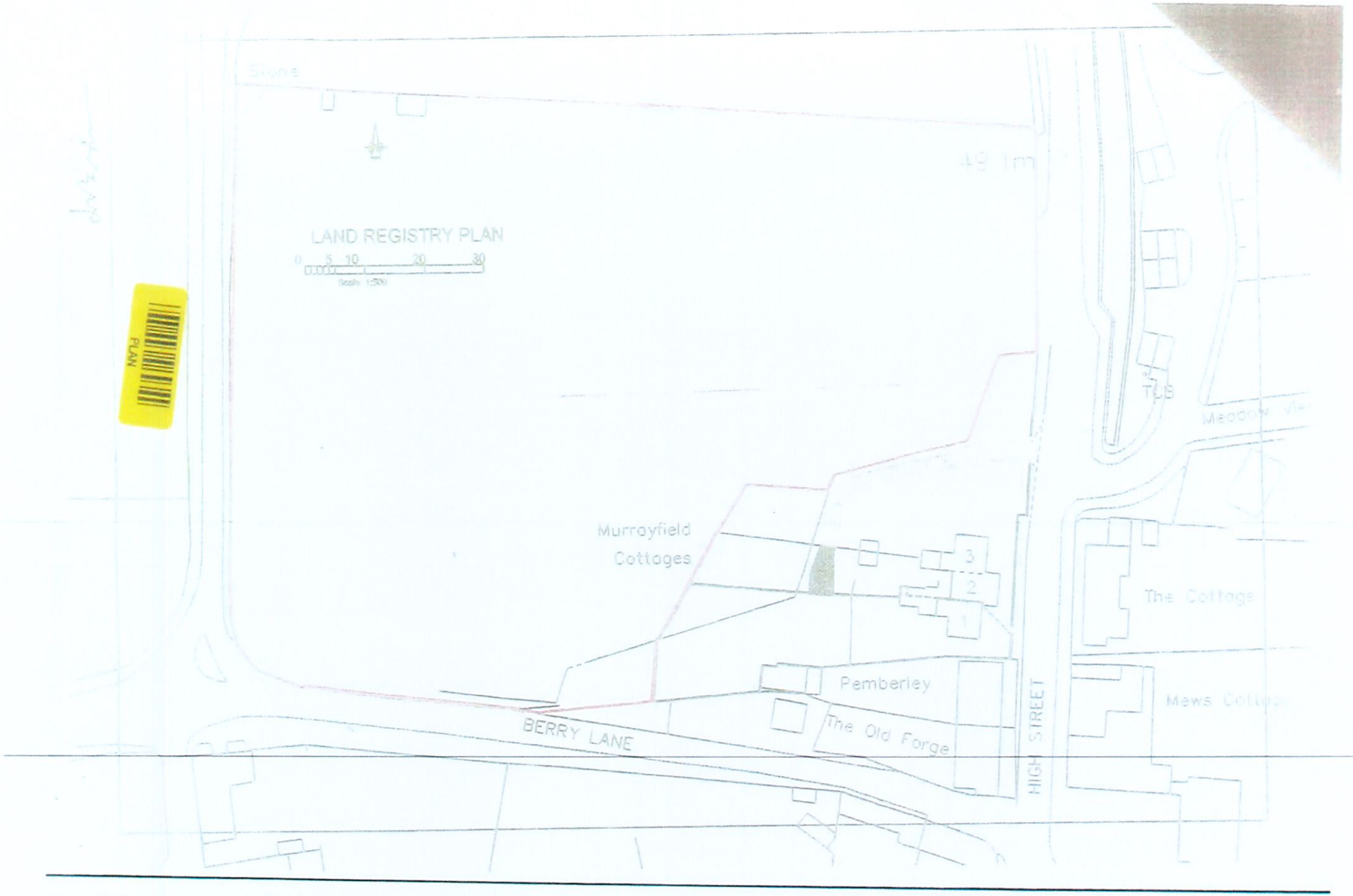
1 MURRAYFIELD COTTAGES
HIGH STREET
TWYFORD
SO21 1NP

PLAN



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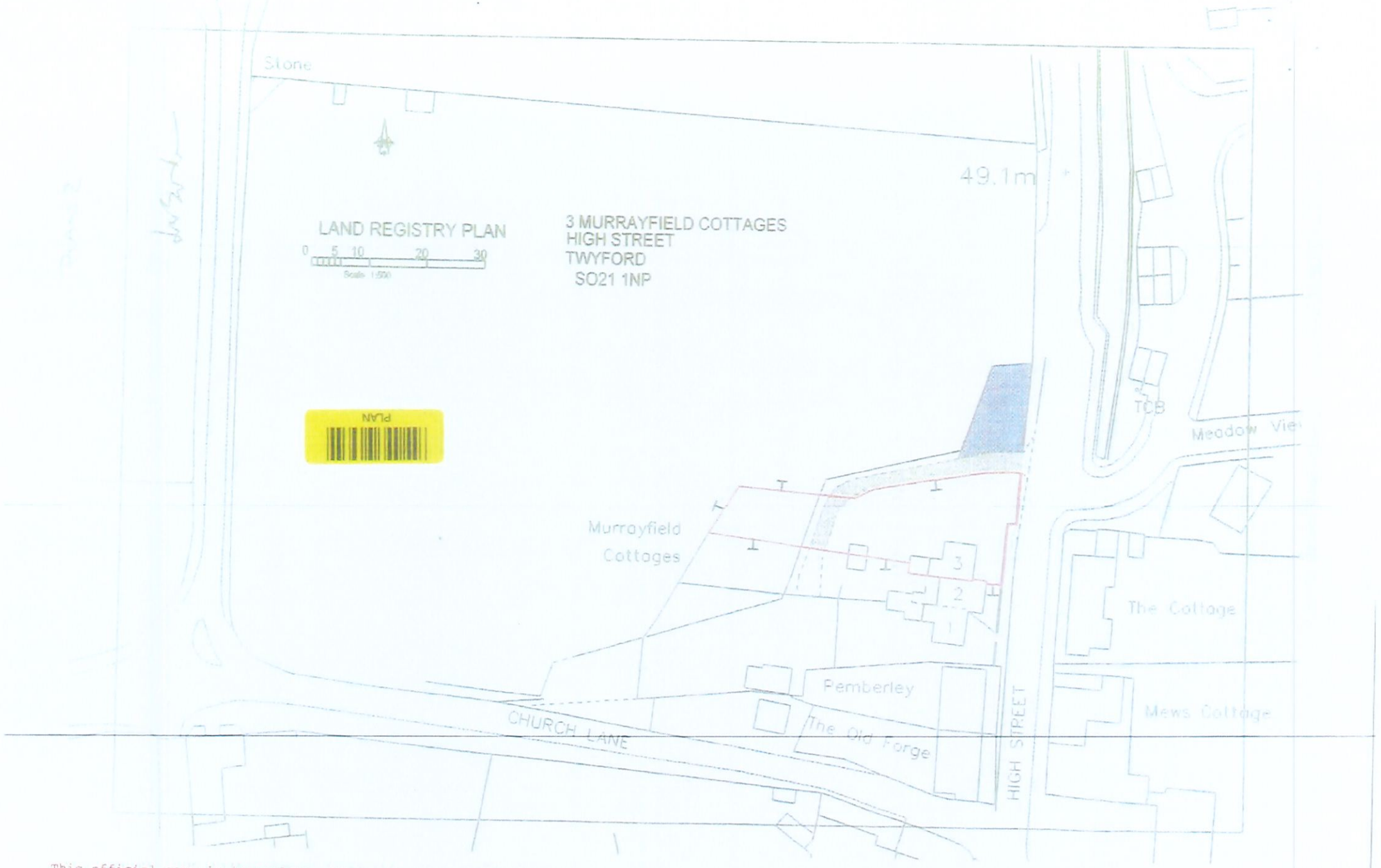
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