

**Transfer of part  
of registered title(s)**

**Land Registry**

**TP1**

*If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.*

**1. Stamp Duty**

*Place "X" in the appropriate box or boxes and complete the appropriate certificate.*

- It is certified that this instrument falls within category  in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

**2. Title number(s) out of which the Property is transferred** *Leave blank if not yet registered.*  
**DT260208**

**3. Other title number(s) against which matters contained in this transfer are to be registered, if any**

**4. Property transferred** *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*

**Land at Buckland Newton, Dorchester**

The Property is defined: *Place "X" in the appropriate box.*

on the attached plan and shown *State reference e.g. "edged red".* edged red

on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

**5. Date**

**6. Transferor** *Give full name(s) and company's registered number, if any.*

**Graham House and Rosemary Ann House**

**7. Transferee for entry on the register** *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

**Buckland Newton CPT Limited (Co. Regn. No. 06209593)**

*Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.*

**8. Transferee's intended address(es) for service (including postcode) for entry on the register** *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

Locketts, Knapp Farm, Buckland Newton, Dorchester, DT2 7BS

**9. The Transferor transfers the Property to the Transferee**

**10. Consideration** Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

The Transferor has received from the Transferee for the Property the sum of *In words and figures*  
**FIFTY THOUSAND POUNDS** (£50,000.00)

*Insert other receipt as appropriate.*

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

**11. The Transferor transfers with** Place "X" in the appropriate box and add any modifications.

full title guarantee       limited title guarantee

**12. Declaration of trust** Where there is more than one Transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

The Transferees are to hold the Property *Complete as necessary.*

**13. Additional provisions**

*Use this panel for:*

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

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

### **13.1 Definitions**

"The Retained Land" means the land comprised in title number DT260208 (other than the Property) and each and every part of it but with the intent that the benefit of the covenants on the part of the Transferee hereinafter contained shall only pass on a sale of part of the Retained Land if and to the extent that such benefit is expressly assigned to the transferee

"Conduits" means pipes, drains, wires and cables for the transmission of water, soil, gas and electricity or electronic impulses

"Permitted Vehicles" means cars, light vans, pickups, tractors and excludes trailers other than livestock trailers but specifically excluding other types of machinery and implements

"Perpetuity Period" means 80 years from the date hereof which shall be the perpetuity period applicable to this Transfer

"the Roadway" means the road (or intended road) shown coloured brown on the plan annexed hereto

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

The following rights are reserved in fee simple as appurtenant to the Retained Land

13.2.1 to pass and repass with or without Permitted Vehicles at all reasonable times and in connection with the use or occupation of the Retained Land for agricultural purposes only over and along the route of the Roadway subject to contributing a fair and reasonable proportion towards the upkeep and replacement thereof

13.2.2 to use the water pipe now laid under the Property for the transmission of water to the Retained Land and the right ancillary thereto to enter upon the Property (after giving reasonable prior notice in writing to the occupier thereof, save in an emergency when no notice need be given) for the purposes of inspecting, repairing, upgrading, renewing and relaying that pipe the persons exercising such right causing as little damage and disturbance as possible and making good all damage caused as soon as

reasonably practicable

- 13.2.3 to build upon the Retained Land notwithstanding that the flow of light or air to the Property is adversely affected thereby
- 13.2.4 to enter upon the Property (after giving reasonable prior notice in writing to the occupier thereof) for the purpose of maintaining the hedge and ditch that form the boundary between the Property and Retained Land between the points marked "A" and "B" on the plan annexed hereto and are comprised within the Retained Land the persons exercising such right causing as little damage and disturbance as possible and making good all damage caused as soon as reasonably practicable
- 13.2.5 if, within the Perpetuity Period planning permission is granted for the development of the Retained Land:
- 13.2.5.1 to pass and repass on foot or in vehicles at all times and for all purposes connected with the use and enjoyment of the Retained Land over and along the route of the road (or intended road) shown coloured brown on the plan annexed hereto subject to contributing a fair and reasonable proportion towards the upkeep and replacement thereof
- 13.2.5.2 to use all Conduits now or within the Perpetuity Period laid in, under or over the Property for the transmission of water, soil, gas, electricity and electronic impulses from and to the Retained Land
- 13.2.5.3 to enter upon the Property (after giving reasonable prior notice in writing to the occupier thereof, save in emergency when no notice need be given) for the purposes of inspecting, repairing, maintaining, upgrading, making connections to, renewing and relaying the road (or intended road) shown coloured brown on the plan annexed hereto and the Conduits serving or intended to serve the Retained Land the persons exercising such right bearing all expenses thereby incurred, causing as little damage and disturbance as possible and making good all damage caused as soon as reasonably practicable

### **13.3 Restrictive covenant by the Transferee**

For the benefit of the Retained Land, the Transferee, with intent to bind the Property and every part of it whoever owns it, covenants with the Transferors that it the Transferee and its successors in title will not

- 13.3.1 build anything on the Property other than ten houses (with appropriate outbuildings if desired) each of which may only be used as the residence of a single household only
- 13.3.2 do or suffer or permit to be done any act or thing that would constitute a breach or infringement of the restrictions set out in paragraphs 1, 2, 3 and 4 of the Schedule to an Agreement made on 2008 between (1) West Dorset District Council and (2) Buckland Newton CPT Limited under Section 106 Town and Country Planning Act 1990
- 13.3.3 permit the sale of any residential unit erected on the Property at a price exceeding 80% of the open market value of such unit (as certified by an independent valuer agreed by the Transferors and the Transferee or, in the absence of such agreement, appointed by the then President of the Royal Institution of Chartered Surveyors) without paying to the Transferors or their successors in title to the Retained Land the additional sum received by the Transferee from the sale of such unit over and above 80% of such market value

### **13.4 Personal Covenant by the Transferee**

For the benefit of the Retained Land, the Transferee hereby covenants with the Transferors:

- 13.4.1 to erect a stock-proof pig wire and four strand barbed wire fence parallel to the boundary between the Property and Retained Land between the points marked "A" and "B" on the plan annexed hereto
- 13.4.2 to erect a stock-proof pig wire and four strand barbed wire fence on top of it along the boundary between the Property and Retained Land between the points marked "B" and "D" on the plan annexed hereto with a 15-foot self-closing metal gate on the boundary between the Retained Land and the end of the Roadway at the point marked "C" on the plan
- 13.4.3 to dig a ditch, construct a bank and plant a hedge (of non-poisonous species) on top of the bank parallel to and on the Property side of the fence specified in clause 13.4.2 above the drainage from that ditch to be so arranged as not to interfere with drainage from the Retained Land

The works described in clauses 13.4.1 and 13.4.2 to be completed to the reasonable satisfaction of the Transferors before commencement of any other works for the development of the Property and the works described in clause 13.4.3 above to be completed to the reasonable satisfaction of the Transferors within twelve months of the date of this Transfer and all of the works to be maintained by the Transferee forever after construction of them save where damage is caused by livestock kept on the Retained Land when such damage shall be repaired at the cost of the Transferor

### **13.5 Agreements and Declarations**

The parties agree and declare as follows:

- 13.5.1 For the purposes of Section 6(1) of the Law of Property (Miscellaneous Provisions) Act 1994 this Deed shall be deemed to give effect to clause 4.6.3 of the Standard Conditions of Sale (Fourth Edition).
- 13.5.2 The Transferee shall not by virtue of this deed acquire any right of light or air or otherwise which would in any way interfere with the free use and enjoyment of the Retained Land for building or for any other purpose

**14. Execution** *The Transferor must execute this transfer as a deed using the space below. 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 (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

SIGNED as a deed by GRAHAM HOUSE in the presence of:

SIGNED as a deed by ROSEMARY ANN HOUSE in the presence of:

EXECUTED as a deed by BUCKLAND NEWTON CPT LIMITED acting by a director and its secretary:

Director

Secretary