

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
<p>Place "X" in the appropriate box or boxes and complete the appropriate certificate.</p> <p><input type="checkbox"/> It is certified that this instrument falls within category <input type="checkbox"/> in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987</p> <p><input checked="" type="checkbox"/> 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 <input type="text" value="£ 150,000.00"/></p> <p><input type="checkbox"/> 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</p>
2. Title number(s) out of which the Property is transferred <i>Leave blank if not yet registered.</i>
3. Other title number(s) against which matters contained in this transfer are to be registered, if any
4. Property transferred <i>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.</i> A piece of land being approx. 9 square metres at Newchapel, Lingfield, Surrey RH7 6HS known as (continued on CS1) The Property is defined: Place "X" in the appropriate box. <input type="checkbox"/> on the attached plan and shown <i>State reference e.g. "edged red".</i> <input type="checkbox"/> on the Transferor's title plan and shown <i>State reference e.g. "edged and numbered 1 in blue".</i>
5. Date
6. Transferor <i>Give full name(s) and company's registered number, if any.</i> MICHAEL STEVEN VAUGHAN
7. Transferee for entry on the register <i>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.</i> <i>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.</i>
8. Transferee's intended address(es) for service (including postcode) for entry on the register <i>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.</i>
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.*
Two Hundred and Fifty Nine Pounds (£259)
- 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.

Definitions

In this Transfer the following rules of interpretation shall apply:-

1. The terms "the Transferor" and "the Transferee" shall where the context so admits include the successors in title of the Transferor and the Transferee respectively.
2. The terms "the Transferor" and "the Transferee" shall include corporate bodies the masculine and the feminine the singular and the plural where appropriate.
3. The term "the Retained Land" shall mean all that land now or formerly in the ownership of the Transferor and now or formerly registered under Title Nos. SY71785 and [] (continued on CS1)

Rights granted for the benefit of the Property

Rights of access on foot only to and from the Property over such route on the Retained Land as shall be designated by the Transferor.

Rights reserved over the Property:

1. Rights for the Transferor and his contractors and all persons authorised by him to enter the Property for the purpose of planting a tree.
2. Rights for the Transferor and his contractors and all persons authorised by him to enter the Property with or without a tractor mower or other suitable equipment for the purpose of cutting the grass on and maintaining the Property.

Rights reserved for the benefit of other land *The land having the benefit should be defined, if necessary by reference to a plan.*

1. Rights of access on foot over such part of the Property as is not planted with a tree for the benefit of the Retained Land.
2. Rights of access with or without vehicles, to include a tractor mower for the purpose of cutting the grass, planting trees and generally maintaining the Retained Land.

Restrictive covenants by the Transferee *Include words of covenant.*

The Transferee covenants with the Transferor to observe and perform the restrictive covenants by the Transferee as follows:-

1. Not to use the Property other than as a plot for the planting and growth of one broad leaf tree ("the Tree").
2. Not to caused permit or suffer to be caused any damage to the Tree.
3. Not to commence any development (as defined by the Town and Country Planning Act 1990 Section 55 or any statute amending consolidating or replacing it from time to time in force) on the Property
4. Not (except for the one Tree planted at the date of this Transfer) to plant any other tree, shrub or plant on the Property save that if the Tree sapling already on the Property dies the Transferee may replace it with a tree sapling of similar type and size.
5. Not to carry on any trade business or manufacture upon or in the Property
6. Not at any time to do or cause permit or suffer to be done in or on the Property anything which may be or become a material nuisance annoyance danger or detrimental to the Retained Land or any part of it or the owners or occupiers of the Retained Land.

(to be continued on CS sheets attached)

Restrictive covenants by the Transferor *Include words of covenant.*

Continuation sheet
for use with
application and
disposition forms

Land Registry

CS

1. Continued from Form TP1	Title number(s)
<p data-bbox="164 409 1388 448">2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".</p> <p data-bbox="212 481 399 515">Panel 4 continued:</p> <p data-bbox="212 537 1316 593">plot number [] within field number [] shown on the electronic plan electronically delivered to the Land Registry on 30th July 2007.</p> <p data-bbox="212 660 399 694">Panel 13 continued:</p> <p data-bbox="212 716 327 750">Definitions:</p> <p data-bbox="212 772 1316 828">4. The term "Maximum Permitted Period" shall mean the period of 80 years from the date of this Transfer which shall be the perpetuity period applicable to this Transfer.</p> <p data-bbox="212 896 399 929">Panel 13 continued:</p> <p data-bbox="212 952 614 985">Restrictive covenants by the Transferee</p> <p data-bbox="212 1008 726 1041">7. Not to keep any pets or livestock on the Property.</p> <p data-bbox="212 1064 1268 1108">8. Not to erect or place or allow to remain upon the Property any temporary structure or chattel intended or adapted for use as a dwelling or sleeping apartment.</p> <p data-bbox="212 1131 1348 1187">9. Not to place any advertisement, sign, hoarding, mast, pole, post or other structure or item on the Property, save for a small sign provided by the Transferor to indicate the plot number.</p> <p data-bbox="212 1209 1268 1243">10. Not to park or place or allow to remain upon the Property any caravan, boat or trailer or similar chattels.</p> <p data-bbox="212 1265 1348 1321">11. Not to park or place or allow to remain on the Property any motor vehicles, motor bicycles or bicycles or similar chattels.</p> <p data-bbox="212 1344 1300 1377">12. Not to erect any building or structure (including fencing or ornamental or garden furniture) on the Property.</p> <p data-bbox="212 1400 1268 1456">13. Not to obstruct, by deposit of materials or otherwise, the free passage of the owners or occupiers of the Retained Land or any part thereof or persons entitled to rights of way over the Property.</p> <p data-bbox="212 1478 1348 1534">14. Not to leave any article of any description (including and without prejudice to the generality of the foregoing) any wheeled vehicle, box, bottle, refuse or rubbish on the Property.</p> <p data-bbox="212 1556 1348 1612">15. Not to put any hard surface, including (but without prejudice to the generality of the foregoing) concrete, paving slabs, bricks, stones etc, on the Property.</p> <p data-bbox="212 1635 1348 1691">16. Not to use the Property as a graveyard and not to erect any gravestones, memorial structures or plaques (save that this shall not prevent the scattering of one pet's ashes).</p> <p data-bbox="212 1713 1005 1747">17. Not to bring any combustible, explosive, inflammable goods on the Property.</p>	

Continuation sheet 1 of
Insert sheet number and total number of
continuation sheets e.g. "sheet 1 of 3".

Continuation sheet
for use with
application and
disposition forms

Land Registry

CS

1. Continued from Form TP1	Title number(s)
<p>2. <i>Before each continuation, state panel to be continued, e.g. "Panel 12 continued".</i></p> <p>Panel 13 continued:</p> <p>Restrictive covenants by the Transferee</p> <p>18. Not to excavate or remove any earth, clay or topsoil from the Property provided that this shall not prevent the Transferee from tending and gardening the Property provided that following any such works the ground level shall be restored to its condition at the date of this Transfer.</p> <p>Transferee's Positive Covenant:</p> <p>The Transferee covenants with the Transferor to observe and perform the Transferee's positive covenant as follows:-</p> <p>To replace the Tree sapling with another tree sapling of similar type and size to the one now on the Property if that one dies (save that if the Tree dies within a period of ten years after the date hereof the Transferor shall replace it provided that the Transferor shall only make one replacement during the said ten year period).</p> <p>Mutual Agreements and Declarations:</p> <p>The Transferee and the Transferor agree that the Mutual Agreements and Declarations apply to this Transfer.</p> <p>1. The Transferee shall not acquire any right or easement of light or air or any other rights which would restrict or in any way interfere with the free use and enjoyment of the Retained Land for building or for other purposes and section 62 Law of Property Act 1925 and the rule in Wheeldon v Burrows are expressly excluded.</p> <p>2. If the Transferor or the Transferee are unable to agree upon any of the terms of this Transfer or the determination of any sum or monetary obligation due from one party to the other in connection with the terms of this Transfer the dispute or difference shall be settled by an expert to be appointed by agreement between the parties or in default of agreement by the President for the time being of the Somerset Law Society such person to act as an expert and not as an arbitrator and his decision to be binding on the parties.</p> <p>3. The Rights Reserved are:-</p> <p>3.1 for the whole and each part of the Retained Land and the land adjoining the Retained Land in common with all other persons now or later similarly entitled and</p> <p>3.2 where the substance of the matters to which the Rights Reserved applies come into existence at a future date to come into existence within the Maximum Permitted Period</p> <p>4. The Transferee's Restrictive Covenants are to bind the Property and the whole and each part of it for the benefit of the Retained Land and the whole and each part of it.</p> <p>5. The transfer of the Property with Full Title Guarantee is qualified so that for the purposes of S.6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 the Transferee is considered to have actual knowledge of and the Property is expressly transferred subject to all matters:-</p> <p>5.1 contained or referred to in this deed 5.2 now recorded in registers open to public inspection 5.3 apparent on inspection or rights acquired through long use whether or not apparent on inspection</p> <p>6. The Transferee covenants by way of indemnity only to observe such of the covenants and conditions referred to in the Property and Charges Register as affect the Property and are still subsisting and capable of being enforced and to indemnify the Transferor and the Transferor's Estate and affects against all liability resulting from any future breach or non-observance.</p>	

Continuation sheet 2 of

Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3".

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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

in the presence of:

Signature:

Name:

Address:

Occupation:

SIGNED as a Deed by

in the presence of:

Signature:

Name:

Address:

Occupation:

SIGNED as a Deed by

in the presence of:

Signature:

Name:

Address:

Occupation:

SIGNED as a Deed by

in the presence of:

Signature:

Name:

Address:

Occupation:

SIGNED as a Deed by

MICHAEL STEVEN VAUGHAN

in the presence of:

Signature:

Name:

Address:

Occupation: