

These are the notes referred to on the following official copy

Title Number WT259489

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)

Certified to be a true
and complete copy of the
original
BOWER AND BAILEY

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.

	<p>1 Title number(s) out of which the property is transferred: WT259489</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>Land at the rear of 12-14 Bath Road Swindon SN1 4BA</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> <div style="text-align: right;">  SEQ161 </div>
	<p>4 Date: 26.04.2012</p>
	<p>5 Transferor: Holmes Developments Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 06786288</p> <p><u>For overseas companies</u> (a) Territory of incorporation: </p> <p>(b) Registered number in England and Wales including any prefix:</p>
	<p>6 Transferee for entry in the register: Highworth Homes Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 07964850</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
	<p>7 Transferee's intended address(es) for service for entry in the register: 2 Cricklade Court Old Town Swindon SN1 3EY</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.

8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Two Hundred and Ninety Thousand Pounds (£290,000.00) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input 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:
12	Additional provisions Definitions "the Accessway" means the accessway serving the Property and forming part of the Retained Land shown hatched blue on the Plan and which for the avoidance of doubt is contiguous on the south side thereof with the public highway known as Bath Road where it abuts the said public highway "Development" means development of the whole or substantially the whole of the Property, with or without other land, for any development within the meaning of section 55 of the Town and Country Planning Act 1990 which, from a developer's perspective, is intended to have the effect of enhancing the market value of the Property "the Plan" means the plan annexed hereto "the Retained Land" means the land edged in green on the Plan being the land within Title Number WT259489 less the Property "Services" means water soil electricity gas telephone oil and other services "Service Media" means sewers drains mains water courses pipe cables wires stop-cocks gutters down pipes flues or other channels conductor service and service conducting media

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.

Include words of covenant.

Rights granted for the benefit of the property

13. The Property is transferred:-

13.1 together with benefit of the easements and rights set out in Schedule 1 to this transfer

13.2. without the benefit of any easements or rights which (were it not for this exclusion) would otherwise be implied by law into the transfer of the Property

13.3 subject to and with the benefit of all rights covenants and other matters referred to in the registers of Title Number WT259489 so far as they affect the Property and are subsisting.

Rights reserved for the benefit of other land

14. There are reserved out of the Property and each and every part of it for the benefit of the Retained Land the rights set out in Schedule 2 to this transfer

Restrictive covenants by the transferee

Include words of covenant.

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

Restrictive covenants by the transferor

Other

15. The Transferee covenants with the Transferor that the Transferee and their successors in title will observe and perform the covenants set out in Schedule 3 to this transfer ("Transferee's positive covenants")

16. Declarations

The Transferor and the Transferee hereby declare that:-

16.1 Neither the Transferee, nor its successors in title to the Property, shall by virtue of this transfer, or the passage of time, acquire, or be or become entitled to, any easement or right to light or air which would prejudice, or in any way restrict, or otherwise affect, :-

(i) the construction of any buildings or structures on the Retained Land

(ii) the carrying out of any lawful development or other work on or in relation to the Retained Land

(iii) the free and unrestricted use or enjoyment of the Retained Land for any lawful purpose

and any access to light or air had by the Property from or over the Retained Land shall be deemed to be had with the consent of the Transferor

16.2 Any wall fence or other boundary structure shown on the attached plan which wholly or partly encloses the Property and which is marked with a "T" within the boundaries of the Property shall belong to and be the sole responsibility of the Transferee

16.3 The exercise of the rights which, in this deed, are granted to the Transferee over the Retained Land, or are reserved to the Transferor over the Property, are subject to the persons exercising the same:-

(i) in relation to rights of entry:-

(a) giving reasonable notice (except in the case of an emergency)

(b) causing as little damage disturbance and inconvenience as practicable

(c) making good any damage caused to the reasonable satisfaction of the owner of any land which is affected

within a reasonable time

16.4 Where any of the parties to this transfer comprise two or more persons, the obligations of that party in this transfer are the joint and several obligations of each of the persons who make up that party

16.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 anyone who is from time to time registered at the Land Registry as the proprietor, or as one of the proprietors, of the whole or any part or parts of the Retained Land shall be entitled to the benefit of, and shall have the right to enforce, the Transferees negative covenants and the Transferees positive covenants.

17. Transferee's indemnity covenant

The Transferee covenants with the Transferor that they and their successors in title to the Property will comply with, and will at all times hereafter indemnify and keep indemnified the Transferor from and against any failure by the Transferee or their successors in title to comply with, the covenants and other matters contained or referred to in the Charges Register of Title number WT259489 to the extent that they affect the Property and are capable of being enforced.

18. Transferor's positive covenants

The Transferor covenants with the Transferee that the Transferor and their successors in title to the Retained Land and each and every part of it will observe and perform the covenants set out in Schedule 4 to this transfer

SCHEDULE 1

Rights transferred

1. The right for the Transferee and all persons authorised by the Transferee (in common with all other persons who may have a similar right):-

(i) Subject to the consent of any statutory undertakers the right to connect into any Service Media that pass in on over or under the Retained Land and the right to enter upon the Retained Land to inspect repair or renew such Service Media or anything used in connection therewith and the right to the passage and running of Services from and to the Property through the same subject to the Transferee paying a reasonable contribution towards the upkeep maintenance and renewal of the same commensurate with user

(ii) of retaining in place any buildings on the Property constructed or to be constructed by the Transferor and which protrude into the Retained Land

(iii) of support protection and shelter for the Property from the Retained Land

(iv) of entry upon the Retained Land (other than the

site of any electricity sub station or similar installation) where such right of entry is necessary to inspect maintain repair or renew the Property or any buildings or structures on it or any Service Media serving it

(v) of way at all times and for all purposes with or without vehicles (but limited to four vehicles in total at any one time) over and along the Accessway to and from the land shaded orange on the Plan provided that such right excludes access in connection with any works of Development to the Property subject to the Transferee paying a reasonable contribution towards the upkeep maintenance and renewal of the same commensurate with user provided further that if the Property is developed pursuant to a planning permission that does not require as a condition access to the Property or any part of it over and along the Accessway such use of the Accessway shall cease upon practical completion of the Development and be extinguished.

SCHEDULE 2

1. The right for the Transferor, and all persons authorised by the Transferor (and also where appropriate the drainage authority and undertakers responsible for the supply of water gas electricity or communication services), and the owners or occupiers from time to time of any parts of the Retained Land in common with the Transferee:-

(i) to the free and uninterrupted running and passage of water soil electricity gas telephone and other services from and to the Retained Land and each and every part of it to, through, or by means of, any Service Media which are or may be subsequently created on the Property

(ii) to retain in place any buildings tanks or other structures or things constructed or installed, or to be constructed or installed, by the Transferor on any part of the Retained Land and which protrude into the Property

(iii) of support protection and shelter for the Retained Land from the Property and each and every part of it

(iv) of access onto the Property where such right of access is necessary to construct inspect maintain repair or renew any building or buildings or other structures constructed, or to be constructed, by the Transferor on any part of the Retained Land, or any Service Media

2. The right for the Transferor and all persons authorised by the Transferor:-

(i) to make connections to, and thereafter to use, any Service Media within the Property

(ii) to construct any buildings on the Retained Land up to the boundaries with the Property and so that the eaves gutters downspouts foundations or other similar protrusions may protrude into the Property

(iii) to build and tie into any buildings erected on the Property

(iv) of entry upon the Property for the exercise of any of the above mentioned rights

SCHEDULE 3

Transferee's positive covenants

1. To maintain in good repair and condition all (if any) of the fences hedges or boundary structures shown on the attached plan marked with a "T" within the boundaries of the Property.

2. To contribute within fourteen days of demand being made a fair and reasonable proportion of the cost of (where applicable) maintaining cleansing repairing and where necessary renewing and relaying the Accessway or Service Media that the Transferee has the right to use in common with others that form part of the Retained Land provided that any requirement for payment towards the maintenance of the Accessway shall cease if the easement to use it has been extinguished pursuant to clause 1 (v) of Schedule 1 to this transfer.

SCHEDULE 4

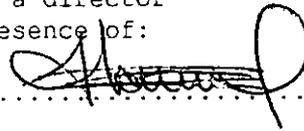
Transferor's positive covenants

To maintain and renew the Accessway subject to the Transferee paying a reasonable contribution towards the maintenance and renewal of the same commensurate with user.

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

SIGNED as a DEED by the said
HOLMES DEVELOPMENTS LIMITED
acting by a director
in the presence of:



.....
Director

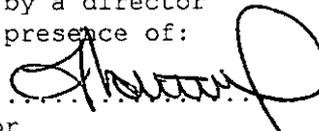
Witness signature:

Witness name:

Witness address:

Witness occupation

SIGNED as a DEED by the said
HIGHWORTH HOMES LIMITED
acting by a director
in the presence of:



.....
Director

Witness signature:

Witness name:

Witness address:

Witness occupation

Simon J L Smith
Solicitor
Bower & Bailey
Cambridge House
4 College Court
Regent Circus
Swindon
SN1 1PJ

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.

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

SIGNED as a DEED by the said
HOLMES DEVELOPMENTS LIMITED
acting by a director
in the presence of:

[Handwritten Signature]
.....
Director

Witness signature: *[Handwritten Signature]*
.....

Witness name: *MARY CUTTS*
.....

Witness address: *Mary Cutts
Solicitor
Bower & Baily
Cambridge House
4 College Court
Regent Circus
Swindon
SN1 1PJ*
.....
.....

Witness occupation: *SOLICITOR*
.....

SIGNED as a DEED by the said
HIGHWORTH HOMES LIMITED
acting by a director
in the presence of:

.....
Director

Witness signature:

Witness name:

Witness address:

Witness occupation:

WARNING

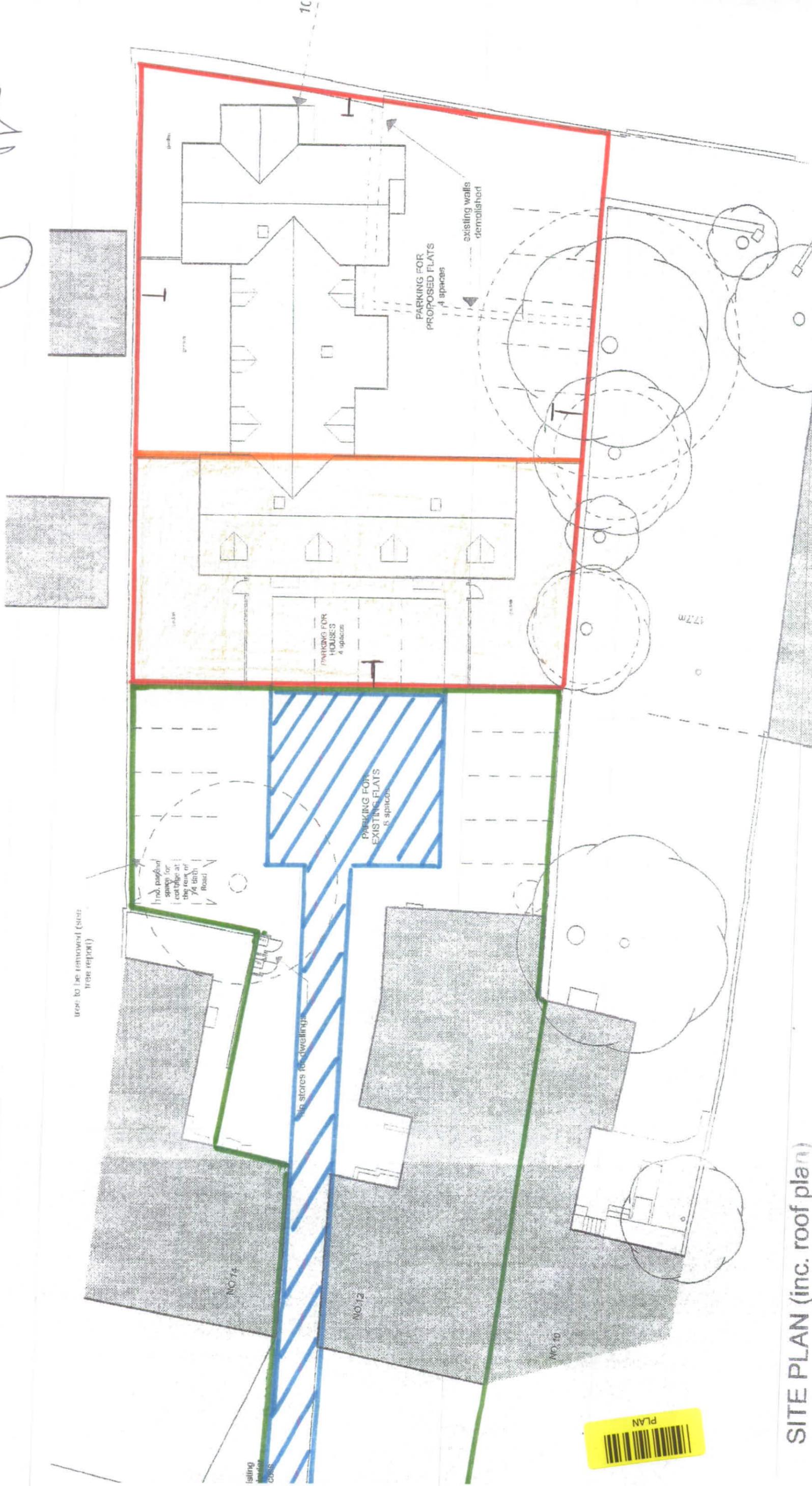
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

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Handwritten signature

PLAN



SITE PLAN (inc. roof plan)
scale 1:200

