

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

Title Number BK422120

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.

Transfer of part  
of registered title(s)

Land Registry  
WE HEREBY CERTIFY  
THIS TO BE A TRUE  
COPY OF THE ORIGINAL

TP1

~~1. Stamp Duty~~

Davies Blunden + Co  
11.03.08

~~Delete certificates which do not apply.~~

~~It is certified that this instrument falls within category A 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.*

BK3301 ('the Title')

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.*

Cottage 6 Chestnut Grange Glebelands Road Wokingham Berkshire

The Property is defined: *Delete statement which does not apply and complete the remaining statement.*

on the attached plan and shown edged red

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

5. Date 8<sup>th</sup> February 2008

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

DAVID WILSON HOMES LIMITED (Company number 00830271) ('the Seller')

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.*

PATRICIA JOAN SIMPSON ('the Buyer')

*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.*

32 Chestnut Grange Harding Place Wokingham RG40 1BT

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

**10. Consideration** *Delete statement which does not apply. State clearly the currency unit if other than sterling. If none of the statements applies, insert an appropriate memorandum in the additional provisions panel.*

The Transferor has received from the Transferee for the Property the sum of Four Hundred and Ninety Five Thousand Nine Hundred and Fifty Pounds (£ 495,950.00).

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

~~{other receipt}~~

**11. The Seller transfers with full title guarantee.**

Full

**12. Declaration of trust** *Include where there is more than one Transferee – delete statements which do not apply.*

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.

**13. Additional Provision(s)**

*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 words and expressions have the meaning set opposite them:

Buildings	the buildings erected on the Estate
Car Parking	The parking spaces shown on the plan forming part of the Communal Land excluding spaces allocated to Cottages 1 and 3 and marked CP1 and CP3 on Plan 1
Communal Facilities	The main entrances passages landings staircases lift residents' lounge guest suite residents' kitchen (if any) library room communal toilet and other parts of the Building to be used and enjoyed by the Buyer in common with other occupiers on the Estate
Communal Land	those areas of the Estate not falling within the Buildings or any Dwelling and also any other generally unbuilt areas including areas

Deed of Covenant	of open spaces (of whatever sort including any hard surfaced areas, paths, roadways, parking spaces, soft landscaping, refuse stores, lights, battery recharging area, car wash area and including any structure or structures upon those areas) within the Estate deed entered into between the Seller (1) the Manager (2) and the Buyer (3) and dated with the same date as this Transfer
Dwellings	Means the apartments and cottages forming part of the Estate
Estate	The land now or in the past comprised in the Title Number and the Dwellings known as Chestnut Grange Glebelands Road Wokingham Berkshire
Estate Regulations	the regulations in force from time to time in accordance with paragraph 20 of Part 2 of Schedule 3
Estate Roads	The land shown on Plan 1 forming part of the Communal Land
Manager	Peverel Management Services Limited (Company Registration Number 1614866) whose registered office is at Queensway House 11 Queensway New Milton Hampshire BH25 5NR
Plans	The attached plans marked as Site Plan, and conveyance plans
Property	The land shown edged red on the appropriate plan and the buildings on that land.
Qualified Person	A person of fifty five years of age or above save that for couples where one partner is under fifty five years of age
Service Media	Conducting media and ancillary plant and equipment for the passage of water soil drainage gas electricity telecommunications and other services.
Value Added Tax	Value added tax and any tax of a similar nature replacing it.
Working Day	Any day other than a Saturday Sunday or public holiday.

## 1 INTERPRETATION

### 1.1 References in this transfer:

1.1.1 To the Buyer include his successors in title the owners from time to time of the Property; and

1.1.2 To the Seller include its successors in title the owner from time to time of the Estate save for the purposes of giving consent where the Seller will not include successors in title where they are the plot purchasers

1.1.3 To the Manager include its successors in title the owners from time to time of the Estate

1.2 Reference to any statute or statutory instrument includes and refers to that statute or statutory instrument as amended or re-enacted and as implemented or amended by any subordinate legislation.

- 1.3 Reference to any land is to include any part or parts as well as the whole.
- 1.4 All sums referred to are exclusive of Value Added Tax.
- 1.5 A restriction imposed on a party not to do a thing is deemed to include an obligation not to allow that thing to be done.
- 1.6 Where a party is more than one person their rights and obligations are joint and individual.
- 1.7 The clause headings do not affect the interpretation of this transfer.

## 2 TRANSFER

This transfer takes effect

- 2.1 Together with the rights specified in schedule 1; and
- 2.2 Reserving for the Seller, the Manager and all others having the same rights the rights specified in schedule 2.

## 3 CHANGE OF OWNER OF THE PROPERTY

3.1 The Buyer agrees with the Seller:

- 3.1.1 Not to dispose of the Property other than to a Qualified Person.
- 3.1.2 Not to dispose of the Property or any part of it unless the disponent enters into a Deed of Covenant with the Manager and delivers the completed Deed of Covenant to the Manager
- 3.1.3 Pays the transfer and contingency fees set out in the Deed of Covenant (such fee to become the responsibility of the new buyer if not paid within seven days of any transfer; and

3.2 The parties apply to the Chief Land Registrar to enter a restriction on the register of the title to the Property as follows:

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of Peverel Management Services Limited (Company Registration No. 1614866) Queensway House 11 Queensway New Milton Hampshire BH25 5NR by an authorised signatory that the provisions of Part 3 of Schedule 3 of the registered transfer have been complied with.

## 4 BUYER'S OBLIGATIONS

The Buyer (for himself and for the owners for the time being of the Property) agrees with:

- 4.1 The Seller for the benefit of those parts of the Estate vested in it to comply with his obligations specified in part 1 of schedule 3;
- 4.2 The Seller for the benefit of the part of the Estate vested in it and separately with the owners of the other Dwellings for the benefit of each of those properties to comply with his obligations specified in part 2 of schedule 3.

## 5 SELLER'S OBLIGATIONS

- 5.1 The Seller agrees with the Buyer to ensure that every person to whom it transfers a Dwelling on the Estate enters into obligations in substantially the same terms as the Buyer's obligations in this transfer.
- 5.2 The Seller will as soon as possible after today's date (but having regard to the planting season) and at its own expense lay out and construct such parts of the Estate Roads and Communal Land as require any such works in.

accordance with the requirements of the appropriate planning permission and any relevant regulatory authorities and as soon as the Seller has completed the laying out of the Communal Land it will transfer the same (or so much of it as intended to be transferred) to the Manager.

5.3 The Seller will so long as any part of the Estate remains in the ownership of the Seller pay to the Manager such part of any costs and expenses incurred by the Manager in providing procuring and performing in respect of the Communal Land the services set out in the Schedule to the Deed of Covenant as if the Seller had entered into a Deed of Covenant in the same terms with the Manager in respect of the dwellings remaining in the Seller's ownership.

5.4 The Seller will in the event of the Manager consistently failing to observe and perform the obligations on its part contained in the Deed of Covenant itself undertake the obligations of the Manager subject to the Buyer paying the appropriate contributions to the Seller as referred to and defined in the Deed of Covenant.

## 6 INDEMNITY COVENANT

The Buyer agrees by way of indemnity only with the Seller that he will always comply with the obligations and restrictions referred to in the charges register and schedule of restrictive covenants of the Title where they still affect the Property.

## 7 PARTY WALLS

7.1 The Seller and the Buyer agree that the walls dividing the buildings on the Property from any building erected on the adjoining land included in the Estate are to be deemed to be party walls and the rights and liability in respect of such walls is to be as provided in section 38(1) of the Law of Property Act 1925.

7.2 The Buyer (so far as this consent is required and in order so far as the law permits to bind himself and his successors in title) consents to the Seller carrying out any works referred to in section 2 of the Party Wall etc Act 1996 which are authorised by planning permission without the necessity for service of a party structure notice under section 3 of that Act.

## 8 PROVISOS

8.1 The Buyer is not to have the benefit of any easement or right other than those expressly granted by this transfer or contained in the property register of the Title.

8.2 The grant or reservation in this transfer of any easement or right which does not exist at the date of this transfer is to be effective only if that easement or right comes into existence within 80 years from 1st August 2006.

8.3 This transfer is to be governed by English law and the parties submit to the non-exclusive jurisdiction of the English Courts.

8.4 The parties to this Transfer expressly agree that a person who is not a party to this transfer shall not have the right to enforce any term or terms of this Transfer pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 9 SERVICE OF NOTICES

9.1 A notice given under this transfer must be in writing and may be served:

- 9.1.1 Personally; or
  - 9.1.2 By first class post; or
  - 9.1.3 By facsimile transmission; or
  - 9.1.4 By leaving it for the Buyer at the Property.
- 9.2 A party's address for service will be their address in this transfer or as last notified in writing to the others or in the case of a company (if different) its registered office.
- 9.3 A notice is deemed to be served:
- 9.3.1 At the time of service if it is served personally or left at the Property;
  - 9.3.2 48 hours after it is posted (excluding the hours of any day which is not a Working Day) if it is served by post; or
  - 9.3.3 At the time of transmission if it is served by facsimile transmission.
- 9.4 The Buyer must notify the other parties in writing within 5 Working Days of a change of address.

#### SCHEDULE 1

##### Rights of the Buyer

- 1 1.1 These rights are held by the Buyer jointly with:
- 1.1.1 The Seller and the Manager; and
  - 1.1.2 All others having the same right.
- 1.2 These rights are granted subject to the Buyer subject to:
- 1.2.1 the payment of the charges set out in the Deed of Covenant;
  - 1.2.2 Complying with the obligations contained in this transfer;
  - 1.2.3 Giving reasonable notice and entering the other parts of the Estate at reasonable times (except in an emergency); and
  - 1.2.4 Causing as little damage and inconvenience as possible and immediately repairing all damage.
- 2 2.1 The right to such support protection and shelter from the other parts of the Estate as is now enjoyed by the Property.
- 2.2 The right to use the Service Media falling outside of the Property for the proper use of the Property.
- 2.3 The right to enter the other parts of the Estate in order to inspect maintain clean repair and renew the Property or Service Media serving the Property where these works cannot reasonably be carried out without entry.
- 2.4 The right to retain any parts of the buildings on the Property which overhang or protrude the other parts of the Estate.
- 2.5 The right to the benefit of the obligations entered into or to be entered into by the owners of the other Dwellings with the Seller to comply with obligations substantially in the same terms as any of those specified in part 2 of schedule 3.
- 2.6 A right to use the Estate Roads and such parts of the Communal Land as are roadways with or without vehicles

- 9.1.1 Personally; or
  - 9.1.2 By first class post; or
  - 9.1.3 By facsimile transmission; or
  - 9.1.4 By leaving it for the Buyer at the Property.
- 9.2 A party's address for service will be their address in this transfer or as last notified in writing to the others or in the case of a company (if different) its registered office.
- 9.3 A notice is deemed to be served:
- 9.3.1 At the time of service if it is served personally or left at the Property;
  - 9.3.2 48 hours after it is posted (excluding the hours of any day which is not a Working Day) if it is served by post; or
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#### SCHEDULE 1

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- 1.1.1 The Seller and the Manager; and
  - 1.1.2 All others having the same right.
- 1.2 These rights are granted subject to the Buyer subject to:
- 1.2.1 the payment of the charges set out in the Deed of Covenant;
  - 1.2.2 Complying with the obligations contained in this transfer;
  - 1.2.3 Giving reasonable notice and entering the other parts of the Estate at reasonable times (except in an emergency); and
  - 1.2.4 Causing as little damage and inconvenience as possible and immediately repairing all damage.
- 2 2.1 The right to such support protection and shelter from the other parts of the Estate as is now enjoyed by the Property.
- 2.2 The right to use the Service Media falling outside of the Property for the proper use of the Property.
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- 2.6 A right to use the Estate Roads and such parts of the Communal Land as are roadways with or without vehicles

and such parts as are footpaths on foot only at all times for the purpose of access and egress from the Property and in connection with the other rights granted in this Schedule

- 2.7 The right to use the Car Parking in common with the owners of other dwellings on the Estate subject to the Estate Regulations in place from time to time
- 2.8 The right to use the Communal Facilities in common with the owners of other dwellings on the Estate for the purpose for which they are intended.
- 2.9 The right to the exclusive use of any terrace adjacent to the Property.

## SCHEDULE 2

### Reservations for the Seller and the Manager

- 1 1.1 These rights are held by the Seller and the Manager jointly with:
  - 1.1.1 The Buyer; and
  - 1.1.2 All others having the same right.
- 1.2 In exercising these rights the Seller is to:
  - 1.2.1 Give reasonable notice and enter the Property at reasonable times (except in an emergency); and
  - 1.2.2 Cause as little damage and inconvenience as possible and immediately repair all damage.
- 2 2.1 The right of support protection and shelter from the Property as is now enjoyed by the other parts of the Estate.
- 2.2 The right to enter the Property in order to:
  - 2.2.1 Develop inspect maintain repair and renew the other parts of the Estate; and
  - 2.2.2 Lay connect to inspect maintain repair and renew Service Media;where these works cannot reasonably be carried out without entry.
- 2.3 The right to use the Service Media on the Property (but which do not exclusively serve it) for the proper use of the other parts of the Estate.
- 2.4 The right to retain any parts of the buildings on the other parts of the Estate which overhang or protrude the Property.
- 2.5 The right to build or execute any works on and to use any of the Estate (other than the Property) as the Seller wishes.
- 2.6 All rights easements and quasi-easements (other than rights of way) belonging to or capable of benefiting the other parts of the Estate or any neighbouring property or as are reasonably required by any service supplier in connection with the supply and maintenance of services to the neighbourhood.

## SCHEDULE 3

### Part 1

#### The Buyer's obligations to the Seller

- 1 At the request of the Seller to grant (at the Buyer's expense) to any service supplier such easements and rights as any of

them require in connection with the provision and maintenance of services to the Estate or the neighbourhood.

2 Not without the prior written consent of the Manager:

2.1 To make any alteration to the exterior of the Property or to any wall fence or other erection now on the Property; or

2.2 To erect any additional buildings walls fences or other erections on the Property; or

2.3 To attach to the outside or in the windows of the Property:

2.3.1 Any sign or placard of any description;

2.3.2 Not to display any board advertising the Property for sale until the Seller has legally completed the sale of all of the dwellings on the Estate.

3 Not to discharge into the Service Media:

3.1 Any effluent or other matter which may be corrosive or harmful to the Service Media or may cause any obstruction or deposit;

3.2 Any poisonous or noxious matter.

4 Not to plant any tree deep rooting plant or shrub or erect any building or erection 1.5 metres either side of any Service Media belonging to any relevant authority undertaker or service supply company.

5 To keep the interior of the Property in a good state and condition.

6 To keep the exterior of the Property in good order and advise the Manager of any repairs required to the exterior of the Property.

## Part 2

### The Buyer's obligations to the Seller, the Manager and to the owners of other properties on the Estate

1 Not to use the Property nor permit the same to be used for any purpose whatsoever other than as a private residence in the occupation of a Qualified Person nor for any purpose from which can arise a nuisance to the owners lessees or occupiers of the dwellings in the Buildings or in the neighbourhood nor for any illegal or immoral purpose.

2 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance relating to the Buildings or which may cause an increased premium to be payable in respect thereof.

3 Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatory cisterns or waste or soil pipes in the Property.

4 Not to play or use any musical instrument television radio loud speaker or mechanical or other noise making instrument of any kind or to practise singing in the Property so as to cause annoyance to the owners lessees and occupiers of any of the Dwellings comprised in the Buildings or so as to be audible outside the Property between the hours of 11 pm and 7 am.

- 5 Not to put any name writing drawing signboard plate or placard of any kind on or in any window on the exterior of the Property or so as to be visible from the outside.
- 6 Not to hang or expose clothes or other articles outside the Property except on the terrace immediately adjacent to the Property (if any).
- 7 Not to place any window box flower pot or other like object outside the Property and not to shake any mat out of the windows of the Property.
- 8 Not without the consent of the Manager to keep in the Property any bird dog or other animal
- 9 Not to decorate the exterior of the Property
- 10 Not to erect any external radio television aerial or satellite dish.
- 11 Not to obstruct or cause to be obstructed any part of the Buildings or of the Estate used in common with the other owners lessees or occupiers of the Dwellings in the Buildings.
- 12 Not without the previous consent in writing of the Manager to alter or permit or suffer to be altered any electric wiring or water supply system or any other systems or services provided in or under or over the Buildings.
- 13 Not without the previous consent in writing of the Manager to park or permit or suffer to be parked any motor car or other vehicle on any part of the Estate other than the parking space within the Property or car parking areas.
- 14 Not to use the car parking areas otherwise than for the purpose of parking private roadworthy motor vehicles.
- 15 Not to allow any motor vehicle to park so as to cause obstruction to other users of the car parking areas.
- 16 Not to permit or allow any damage to trees shrubs bushes hedges walls and fences on the Estate.
- 17 Not to keep or take into the Property firearms or dangerous weapons of any kind whatsoever.
- 18 Not to keep or take into the Property any paraffin or calor gas heater or similar appliance of any kind whatsoever.
- 19 Any complaints which may arise between any of the owners lessees or occupiers of the Dwellings in the Buildings in relation to the above stipulations or otherwise may be submitted to the Manager which may if it thinks fit act in a quasi judicial capacity and determine the same and in that event its decision shall be binding upon all parties.
- 20 To comply with such further rules and regulations as the Manager may reasonably make for the good management of the Buildings and the Estate and for the benefit of the owners lessees or occupiers of the Dwellings in the Buildings.
- 21 Not to take out any policy of buildings insurance for the Property

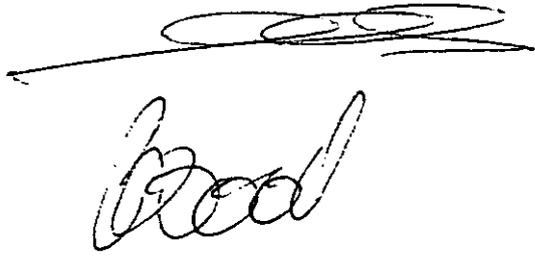
Part 3

The Buyer's Obligations to the Manager

- 1 Not to transfer the Property or any part of it without obtaining simultaneously to such transfer the execution by the intending buyer of a deed of covenant between the intending buyer and the Manager in the form laid down by the Manager.
- 2 To grant to the Manager (together with its servants agents employees with or without equipment or machinery) access onto the Property for the purpose of carrying out any repair maintenance or other necessary works to that part of the Property being maintained by the Manager in accordance with its obligations.
- 2 Not to interfere with or obstruct any employee or agent of the Manager in performing its obligations imposed on the Manager.
- 3 Not to allow any charges payable under the Deed of Covenant to be in arrears for more than 28 days

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).*

EXECUTED AS A DEED by DAVID WILSON HOMES LIMITED  
acting by:



\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of secretary (or director)

SIGNED as a Deed and delivered by the BUYER in the presence of: P. J. SULLIVAN.

Signature of witness M J Houghton

Name (in CAPITAL LETTERS) M J HOUGHTON

Address 192 FINCHAMPSTEAD ROAD  
WOKINGHAM BERKSHIRE RG40 3HB





Revisions

Rev A Car Park Allocation Revised 06/03/07

*Handwritten signatures and initials in blue ink.*



**BMH**  
 BUILDING MANAGEMENT HOMES  
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 Website: www.bmh-homes.co.uk

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**PROPOSED SHELTERED SCHEME  
 LAND AT GLEBELANDS ROAD  
 WOKINGHAM**

**SITE PLAN  
 Conveyance plan  
 Ground Floor**

Scale: 1:500  
 Date: JUNE 05  
 Drawn: WL  
 Checked: J  
 Drawing No: 2151-SA-640  
 Rev: A