

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.

1	Title number(s) out of which the property is transferred: GR187674 GR239239 GR243535 GR243832 GR258504 GR373197 GR373443 ("the Titles")
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Parcels of land at Rissington Business Park, Little Rissington, Cheltenham The property is identified <input checked="" type="checkbox"/> on the attached Plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: VISTRY HOMES LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 397634 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: UPPER RISSINGTON PARISH COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation:

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.

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

	(b) Registered number in England and Wales including any prefix:
7	Transferee's intended address(es) for service for entry in the register: Upper Rissington Village Hall, Wellington Road, Upper Rissington, Cheltenham, GL54 2QW
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): £1.00 (One Pound) 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 save that the covenant referred to in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 is hereby modified as follows: (a) for the purposes of Section 6(2)(a) of the 1994 Act or matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the transferee
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 12.1 Definitions and Interpretation 12.1.1 In this Transfer and Schedules hereto unless the

– 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.

context otherwise requires the following expressions have the following meanings:

Accessways	means such shared entrances driveways roads footpaths forecourts and accessways (if any) within the Estate intended to serve more than one property but not intended to become public highway;
Estate	means all the land now or formerly comprised in the above Title Numbers other than the Property;
Estate Roads	means all roads verges and footpaths now or later constructed on the Estate and which are intended to become public highways;
Estate Sewers	means all foul and surface water sewers now or later constructed within the Estate and which are intended to become public sewers;
Maintenance Period	means a 12 month period from and including the date of this Transfer
Maintenance Works	means grass cutting, strimming, hoggin path spraying, and hedge maintenance to the Property and any other works required to maintain the Property but excluding any works to rectify damage caused by vandalism or general wear and tear to all or any part (s) of the Property including, but not limited to trees, hedges, plants, play equipment and fencing to play areas, football goals, bowling green, skate park and trim trails.
Plan 1	means the plan annexed to this Transfer and marked plan 1.
Planning Agreement	means a planning agreement dated 24 January 2010 and made between (1) Cotswold District Council (2) Bank of Scotland plc and (3) Reland (Rissington) Limited.

Plans

Means Plan 1 [*leave definition in case of additional plans needed to identify specific areas*]

Service Installations

means all drains ducts gutters pipes wires cables watercourses sewers and other conducting media or similar installations now or at any time constructed within the Estate so long as the same remain unadopted and are not maintainable at public expense;

Service Suppliers

means the highway authority the drainage authority and all authorities and undertakings (whether statutory or otherwise) responsible for the supply of water gas electricity and communications services; and

Snagging Works

Means the following works:

- Demolition of red brick building or the blocking up of opening to it located off Great Barrington Road as appropriate by the Transferor in accordance with advice from a Structural engineer
- Remedial works [regrading?] to area of land adjacent to the raised maize that is prone to ponding [*This area will need to be identified in greater detail – perhaps on a subsidiary plan*]

Structures

means any structural or engineering works including without limitation any building, building works, bridges, supports, retaining walls, works of art, play or sporting equipment or architectural features under on or above the ground.

the plural and to one gender to any other and where a party to this Transfer or its successors consist of two or more persons the obligations on the part of such party shall be deemed to be joint and several and where the context so admits the expressions "**the Transferor**" and "**the Transferee**" shall include the owner or owners for the time being and their respective successors in title and assigns.

12.1.3 References to any clause, paragraph or schedule without any further designation are to the clause, paragraph or schedule to this Transfer so numbered.

12.1.4 Any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any regulations or orders thereunder.

12.1.5 The words "include" "includes" and "including" are deemed to be followed by the words "without limitation".

12.1.6 The Transferee shall not be liable for any breach of the covenants on its part contained in this transfer after it has parted with its interest in the Property or the relevant part.

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

12.2 Transfer

12.2.1 The Property is transferred together with the benefit of the rights set out in the First Schedule hereto.

12.2.2 The Transferor excepts and reserves out of the Property the rights specified in the Second Schedule hereto for the benefit of the Transferor and all persons authorised by it and each and every part of the Estate.

12.2.3 The rights and reservations referred to in clause 12.2.1 and 12.2.2 above are subject to the following:

12.2.3.1 the rights may be exercised with or without workmen contractors machinery tools or equipment;

12.2.3.2 the party or other person or persons exercising any of the rights shall in doing so shall:

- (a) cause as little damage as reasonably possible;
- (b) make good any damage so caused as soon as reasonably practicable to the reasonable satisfaction of the Transferee;
- (c) affect entry at a reasonable time (or at any time in an emergency); and

- (d) give reasonable notice to the person whose premises are being entered (but no notice need be given in an emergency); and
- (e) comply with the reasonable requirements of the Transferee.

12.2.3.3 none of the rights granted in the First Schedule or reserved in the Second Schedule shall apply to or be exercised over any land transferred to or vested in any Service Suppliers or covered by a building.

Include words of covenant.

12.3 Restrictive Covenants by the Transferee

The Transferee so as to bind the Property into whosoever hands the same way come and for the benefit of all other parts of the Estate covenants with the Transferors and also as a separate covenant with every other person who is now the owner of any party of the Estate:

12.3.1 not to use the Property or permit it to be used otherwise than in accordance with the Planning Agreement;

12.3.2 not to transfer the Property or any part or parts thereof without procuring that the transferee or other disponent enters into a direct deed of covenant in the form set out in the Third Schedule with the Transferor to observe and perform the obligations contained in clauses 12.3 and clause 12.4 and deliver such deed to the Transferor.

12.4 Positive Covenants by the Transferee

The Transferee hereby covenants with the Transferor for the benefit of the Estate and so as to bind the Property and each and every part thereof

12.4.1 To maintain the Property as public open space and keep the same in good repair;

;

12.4.2 To observe and perform the covenants and conditions

referred to in this Transfer and in the Charges register of the Titles (save for any financial charges) so far as the same affect the Property and are still subsisting and capable of taking effect and will indemnify and keep the Transferor indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor in respect of any future breach or non-observance or non-performance of those covenants and conditions;

12.4.3 To comply, by way of indemnity only, with the obligations contained in the Planning Agreements and to indemnify the Transferor against all actions proceedings costs claims and demands in respect of any breach thereof by the Transferee.

12.5 Positive Covenants by the Transferor

The Transferor hereby covenants with the Transferee:

12.5.1 [To carry out and complete the Snagging Works to the reasonable satisfaction of the Transferee by 30 November 2023;] and

12.5.2 Prior to the expiry of the Maintenance Period to carry out and complete the Maintenance Works to the reasonable satisfaction of the Transferee; and

12.5.3 to pay [four hundred twenty five thousand pounds (£425,000.00)]to the Transferee on the date of the expiry of the Maintenance Period in satisfaction of the obligation in the Planning Agreements to pay the Public Open Space Maintenance Sum (as defined in such Planning Agreements); and

12.5.4 To observe and perform the covenants and conditions in title numbers GR187674, GR239239, GR243535, GR258504, GR373197, GR373443 and GR243832 and to indemnify and keep the Transferee indemnified against all actions proceedings damages costs claims and expenses which may be result in respect of any future breach or non-observance or non-performance of those covenants and conditions in relation to any part of the Titles not including the Property

12.6 Declarations

All Service Installations now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of any other land included in the Estate shall continue to be so used and enjoyed and shall be repaired and maintained at the fair and proportionate expense of the owners of the land

entitled to use the same

**THE FIRST SCHEDULE
Rights Granted**

- 1 The right (in common with the Transferor and all others entitled) for the Transferee and all persons authorised by it to pass and repass with or without vehicles or otherwise and at all times and for all purposes over and along the Accessways and Estate Roads (but in the case of any footpath on foot only) and subject to the right at any time and from time to time for the Transferor at the Transferor's expense to vary the route or position of the Estate Roads **PROVIDED THAT** in carrying out such variations the Transferor shall ensure an uninterrupted right of pedestrian and vehicular access to the Property at all times
- 2 The right (in common with the Transferor and all others entitled) for the Transferee and all persons authorised by it for the passage and running of water soil gas electricity and communication services through the Service Installations and the Estate Sewers passing in through over or under the Estate and existing at the date hereof or to be constructed at any time subject to the right at any time and from time to time for the Transferor at the Transferor's expense to vary the route of the Service Installations and the Estate Sewers **PROVIDED THAT** in carrying out such variation the Transferee's use and enjoyment of the Property shall not be adversely affected
- 3 The right of support and protection for the benefit of the Property as is now enjoyed from the adjoining land or building or buildings on the Estate
- 4 The right of entry upon the Estate after the giving of reasonable notice at all reasonable times (save in an emergency) for the purpose of inspecting cleansing maintaining repairing and renewing:
 - 4.1 the Property
 - 4.2 the Service Installations as serve or are capable of serving the Property

**THE SECOND SCHEDULE
Exceptions and Reservations**

1. The right of passage and running through any Estate Sewers and Service Installations passing in through over or under the Property and existing at the date hereof or to be constructed at any time of water soil gas electricity and telephone services as the case may be **TOGETHER WITH** the right to enter upon the Property at any time after reasonable prior notice (save in emergency) for the purpose of diverting inspecting maintaining rebuilding making connections into or renewing the same provided

that the person or persons exercising this right shall not enter upon any built upon part of the Property

2. The right to divert any Estate Sewers and Service Installations laid in under through or over the Estate as may serve the Property **PROVIDED THAT** there is no material diminution in the supply of services through the Service Installations to the Property
3. All rights of support and protection as are now enjoyed from the Property
4. The right at any time to enter on the Property to carry out any work required under or in relation to any planning consent landscaping scheme and Planning Agreements in respect of or relating to or serving the Estate, subject to making good to the standard of the Property as at the date of entry
5. The right to build develop re-build or re-develop deal with and use any adjoining or neighbouring property now or hereafter belonging to the Transferor in such a manner as it thinks fit even though the access of light or air to the Property may be thereby restricted

provided the beneficial user is not materially prejudiced thereby

THE THIRD SCHEDULE Deed of Covenant

THIS DEED OF COVENANT is made theday of BETWEEN [] {"the Purchaser " } (1) and Vistry Homes Limited " } (2)

WHEREAS:

1. Words and expressions used herein have the meanings ascribed to them respectively in the transfer ("the Transfer") dated the day of 20.. made between Vistry Homes Limited (1) and Upper Rissington Parish Council (2)
2. This Deed is intended to be supplemental to the Transfer of the Property known as parcels of land at Rissington Business Park, Little Rissington, Cheltenham as shown edged red on the plan attached to the Transfer [and registered under title number] ("the Property")
3. The Transfer includes a covenant by the Transferee that any transferee from time to time of the Property will enter into a deed of covenant in the form of this Deed of Covenant
4. The Purchaser is about to become or has simultaneously herewith become the owner of the Property

NOW THIS DEED WITNESSETH that the Purchaser HEREBY COVENANTS with Vistry Homes Limited in respect of the Property that the Purchaser will observe and perform all the covenants contained in the Transfer insofar as they fall to be observed and performed by the Purchaser (whether running with the land or of a purely personal or collateral nature) PROVIDED THAT the Purchaser's liability under this deed shall absolutely cease and determine on the date of a transfer of the Property to a person or corporation who shall on or before such date have entered into a deed of covenant in the same terms as this deed

Signature clauses...

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

**Executed as a Deed by
VISTRY HOMES LIMITED**
acting by its Attorneys:

.....
Attorney

in the presence of:

Witness Signature:

Name:

Address:

and

.....
Attorney

in the presence of:

Witness Signature:

Name:

Address:

**Executed as a Deed by
LINDEN LIMITED**
acting by its Attorneys:

.....
Attorney

in the presence of:

Witness Signature:

Name:

Address:

and

.....
Attorney

in the presence of:

Witness Signature:

Name:

Address:

**EXECUTED AND
DELIVERED as a Deed by**
in accordance with a minute
number [] dated [] of
**UPPER RISSINGTON
PARISH COUNCIL**
acting by

.....
Member

.....
Member

.....
Clerk

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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