

These are the notes referred to on the following official copy

Title Number WT469541

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)

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.

1	Title number(s) out of which the property is transferred: WT149225
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: 4 Scotts Close Heddington Calne SN11 0PG The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date 24 January 2023
5	Transferor: GreenSquareAccord Limited For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: Registered society number 27052R For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Phillip Hudd CW Philip John Hudd For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

7	Transferee's intended address(es) for service for entry in the register: 1 The Beeches, Heddington, Calne, SN11 0PR
8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): One Hundred Sixty-Five Thousand Pounds (£165,000.00) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with ☐ full title guarantee ☒ limited title guarantee 10.1 The Transferor will transfer the Property with limited title guarantee as modified in accordance with this clause 10.2 The covenant implied by section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 is varied by deletion of the words 'at his own cost' and the substitution of the words 'at the cost of the person requiring compliance with this covenant'. 10.3 The covenant implied by section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994, shall be modified by the deletion of the words 'and that he is not aware' to end inclusive. 10.4 The Transferor shall, in addition to those matters set out in section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994, not be liable for anything (not falling within subsection 6(1) which at the time of the disposition is recorded in registers open to or capable of public inspection.
11	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:
12	Additional provisions 12.1 Definitions and interpretation In this Transfer: 12.1.1 the following expressions have where the context admits the following meanings:

Communal Facilities means (and in each case, if any) party walls, fences, gutters, drains, roadways, pavements, entrance ways, staircases, lavatories, accessways, passages, lifts, escalators, turntables, courtyards, external pavements, car parks and service or loading areas, service roads and other such amenities within the Estate which are or may be used or enjoyed by an occupier of the Property in common with any other person or persons

Deed means the Deed of Covenant dated 11th December 1995 made between North Wiltshire Housing Association Limited (the "Association") (1) and North Wiltshire District Council (the "Council") (2) together with any variation thereof

Estate means all that land with appurtenant rights now or formerly in the ownership of the Transferor comprised in title number WT149225

Parking Area the communal parking area within the Estate or such other space as the Transferor shall from time to time allocate to the Property / Estate

Person includes a company corporation or other body legally capable of holding land;

Plan means the plan attached hereto

Private Shared Paths/Driveways means the private paths or driveways (if any) serving a number of dwellings on the Estate and the Property which are not adopted and will be maintained by the users of the Private Shared Paths/Driveways

Projections means foundations chimneys flues eaves guttering drainpipes fence posts wall piers and similar projections

Service Media means any wires, cables, pipes, conduits, ducts, fibres, aerials, satellite receivers and dishes, connection systems, compounds and enclosures manholes, tanks, chambers, pumps, treatment plants, digesters, culverts, watercourses, trenches, ditches, ponds, soakaways, water attenuation tanks, evaporation beds and all associated structures and apparatus and conducting media

Service Suppliers means the highway authority, drainage authority and all authorities and undertakers (whether statutory or otherwise) responsible for the supply of water gas fuel electricity and communication services;

Transferee shall include the masculine and feminine the singular and the plural and where two or more persons are referred to by that expression all covenants and agreements made by or with them shall be deemed to be made by or with them jointly and severally;

12.1.2 References herein to any statute or any section of any statute include a reference to any statutory amendments modification or re-enactment thereof for the time being in force;

- 12.1.3 References to the Transferor and Transferee shall where the context so admits include the successors in title of the Transferor and the Transferee respectively.
- 12.2 **Rights granted for the benefit of the Property**
- 12.2.1 The rights mentioned in the registered title to the Estate in so far as they benefit the Property and to the extent that they are necessary in connection with the use and occupation of the Property in accordance with the terms of this Transfer (but not further or otherwise) and subject to any incumbrances mentioned or referred to in the registered title to the Estate.
- 12.2.2 The rights of support shelter and protection for the Property from any adjacent buildings and structures upon the Estate.
- 12.2.3 The right to the free passage and running of water, soil, gas and electricity to and from the Property through the Service Media laid in upon or under the land now or formerly forming other parts of the Estate subject to the payment of a fair proportion of the cost of the maintenance repair and renewal of the Service Media.
- 12.2.4 The right upon giving reasonable prior notice (with or without workpeople and appliances as the occasion may require) to enter upon such parts of the remainder of the Estate as are reasonably necessary for the purpose of viewing cleansing repairing and maintaining any of the Service Media used by the Property provided that the person exercising such right shall take care to do no unnecessary damage and shall make good to the reasonable satisfaction of the land owner affected thereby any damage caused by reason of the exercise of this right as soon as reasonably practicable.
- 12.2.5 The right upon giving reasonable prior notice of the intention so to do (with or without workpeople and appliances as the occasion may require) to enter upon such adjoining parts of the Estate as are reasonably necessary for the purpose of viewing cleansing repairing and maintaining the Property provided that the person exercising such right shall take care to do no unnecessary damage and shall make good to the reasonable satisfaction of the land owner affected thereby any damage caused by reason of the exercise of this right as soon as reasonably practicable.
- 12.2.6 The right to use the Communal Facilities (excluding any parking spaces allocated or intended by the Transferor for sole use by any other party) for the purposes for which they are intended subject to the Transferee paying a fair and proper proportion of the costs, charges and expenses in relation thereto as set out in Clause 12.5.2.
- 12.2.7 The right to keep and use any Projections existing as at the date of this transfer from the Property on or over adjoining parts of the Estate
- 12.2.8 The right subject to the relevant provisions of this Transfer to park one private motor car or motor cycle (that is at all times taxed (where applicable) insured sound and in a roadworthy condition) on a first come first served basis on the Parking Area (if any) in connection with the beneficial use and occupation of the Property (but not further or

otherwise).

- 12.2.9 The right in common with all others similarly entitled at all times hereafter with or without vehicles as appropriate for all purposes to pass and repass over and along the Private Shared Path/Driveway (if any) subject to the Transferee paying a fair and reasonable proportion of the cost of maintenance repair and renewal thereof.

PROVIDED ALWAYS that none of the rights specified in this clause 12.2 shall apply to or be exercised over any electricity sub-station site or sites land or apparatus of any statutory undertakers or of British Telecom or of any other persons having similar rights included in the Estate.

12.3 Rights reserved for the benefit of other land

- 12.3.1 The exceptions and reservations or other rights to which the Transferor's title to the Estate is subject

- 12.3.2 The rights of support, shelter and protection for adjacent buildings and structures on the Estate from the Property.

- 12.3.3 The right for the benefit of the properties forming other parts of the Estate to the running of water soil gas and electricity through all Service Media running in on or under the Property subject to payment of a fair proportion of the cost of the maintenance repair and renewal of the Service Media.

- 12.3.4 The right upon giving reasonable prior notice (except in the case of emergency when no notice need be given) for the benefit of the properties forming other parts of the Estate (with or without workpeople and appliances as the occasion may require) to enter upon such parts of the Property as are reasonably necessary for the purpose of viewing cleansing inspecting repairing maintaining and relaying any of the Service Media provided that the person exercising such right shall take care to do no unnecessary damage and shall make good to the reasonable satisfaction of the land owner affected thereby any damage caused to the Property by reason of the exercise of this right as soon as reasonably practicable.

- 12.3.5 The right upon giving reasonable prior notice (except in the case of emergency when no notice need be given) for the benefit of the adjoining properties on the Estate (with or without workpeople and appliances as the occasion may require) to enter upon such parts of the Property as are reasonably necessary for the purpose of viewing, cleansing, inspecting, repairing, and maintaining those properties provided that the person exercising such right shall take care to do no unnecessary damage and shall make good to the reasonable satisfaction of the land owner affected thereby any damage caused to the Property by reason of the exercise of this right as soon as reasonably practicable.

- 12.3.6 The right to keep and use any Projections existing as at the date of this transfer from adjoining parts of the Estate on or over the Property

- 12.3.7 The right for the Transferor (with or without workpeople and appliances as the occasion may require) to enter upon the Property at all times hereafter for the

purposes of viewing, cleaning, inspecting, repairing, maintaining and renewing any Communal Facilities.

- 12.3.8 The right for the Transferor with or without workpeople and others at all reasonable times on notice (except in case of emergency when no notice is required) to enter the Property for the purposes of carrying out its obligations under this Transfer or for any other purpose mentioned in or connected with this Transfer.
- 12.3.9 Any easement or right of light or air which may restrict or interfere with the free use of any neighbouring or adjoining land belonging to the Transferor or its successors in title or assigns for building or other purposes.
- 12.3.10 (For the Transferor only or as authorised by it) at any time after the date of this Transfer to install lay connect to and/or use inspect maintain renew repair or alter any Service Media drains sewers services or other conducting media or apparatus as the Transferor shall consider necessary in on or under the Property or part thereof whereon for the time being there shall not be any buildings with power to enter the Property on 24 hours notice (or at any time in an emergency) for all the said purposes and any rights of entry required by the Transferor to effect any works in connection with the fulfilment of any conditions or obligations relating to the development of the Estate or other land (all rights of entry herein reserved being inclusive of the right to erect maintain and use scaffolding on the Property for the erection of buildings providing such right shall not substantially interfere with the occupation and use of the Property) the person exercising such rights causing as little damage and disturbance as possible and forthwith making good all damage caused to the Property by the exercise of such rights to the Property.
- 12.3.11 All such rights as may be required by any drainage services, electricity boards and other statutory or public authorities and undertakings in connection with services usually provided by them in connection with any sewers drains services and other conducting media and apparatus and the right of the Transferor to grant to such authorities after the date of this Transfer all easements wayleaves licences rights and privileges needed in connection with the services usually provided or maintained by them.
- 12.3.12 The right for the Transferor at any time upon reasonable notice to temporarily suspend or revoke the Parking Area (if any) which the Transferee has been granted rights to use by this Transfer for the purpose of repair to any part of the Estate or for any reasonable other purpose together with the right to reallocate any or all of the parking spaces previously used by the Property.
- 12.3.13 The right for the owners and occupiers of any other part of the Estate and those authorised by them at all times hereafter with or without vehicles as appropriate for all purposes to pass and repass over and along the Private Shared Path/Driveway subject to such parties exercising this right paying a fair and reasonable proportion each of the cost of maintenance repair and renewal thereof.

12.4 Restrictive covenants by the transferee

For the benefit and protection of the land comprised in the Estate (other than the Property) and each and every part thereof and so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor and also (subject to the right herein reserved to the Transferor to withdraw vary release or abandon covenants restrictions stipulations and covenants restrictions stipulations and conditions) as a separate covenant with every other person who is now the owner or occupier of any part of the Estate that the Transferee will henceforth and at all times hereafter observe and perform the following restrictions and stipulations but not so as to render the Transferee personally liable in damages for any breach of a restrictive covenant after he shall have parted with all interest in the Property:

12.4.1 Not to:

- (a) make any alterations or additions to the Property;
- (b) make any structural alterations or structural additions to the Property;
- (c) erect any new buildings on the Property;

without the previous written consent of the Transferor (such consent not to be unreasonably withheld).

12.4.2 Not to use the Property for any purpose other than as a private residence in the occupation of a single household.

12.4.3 Not to do any act or thing which may:

- (a) cause or permit to be caused nuisance, annoyance or disturbance to the owners lessees or occupiers of premises in the neighbourhood or visitors to such premises;
- (b) result in the use of the Property for any unlawful or immoral purpose;
- (c) cause obstruction in any of the pipes or drains or other service conduits on or serving the Property;
- (d) cause or permit harassment or abuse of the owners, lessees or occupiers of neighbouring premises or their visitors;
- (e) be audible outside the Property nor to play or use or permit the playing of any musical instrument, TV, radio, loud speaker or other noise making device, nor permit singing in the Property so as to cause a nuisance or annoyance to the owners, lessees or occupiers of neighbouring premises;

12.4.4 Not to:

- (a) erect any external wireless or citizen band or television aerial or TV

satellite receiving dish without the consent of the Transferor and (where required) to obtain and consents or permissions required by any public or statutory authority and the beneficiary for the time being of any restriction relating to the erection of such apparatus as may be contained or referred to in the Transferor's registered title to the Estate;

- (b) use the Parking Area or any parking space forming part of the Property otherwise than as a parking area for one domestic motorcar or motorcycle in a taxed sound and roadworthy condition only and not for any other purpose and not to deposit any rubbish or refuse or other debris therein;
- (c) park on or obstruct the estate roads or obstruct the Private Shared Path/Driveway (if any);
- (d) park at any time or suffer or permit to be parked motor vehicles on any part of the Property or the Estate other than on appropriately constructed hardstanding designated by the Transferor for the parking of motor vehicles and which is a Parking Area or which is a parking space which forms part of the Property;
- (e) erect any building or structure of any kind nor plant any trees or other deep rooting plants or shrubs on or over or within three metres measured horizontally from the centre line of any surface water and/or foul water sewer in or under the Property nor to prevent or obstruct access thereto on foot and/or with any necessary vehicles plant and equipment by the Council the Transferor or any service utility or company;
- (f) put any name writing board sign drawing plate or placard of any kind (other than a sign indicating the name of the Property or a sign notifying that the Property is for sale) on or in any window or the exterior of the Property so as to be visible from the outside;
- (g) Not to keep any animals or pets at the Property save for usual domestic pets and not to allow any pet to become out of control or cause a nuisance or annoyance to the Transferor or the owners and occupiers of premises in the neighbourhood or visitors to such premises;
- (h) store in the Property any petrol or other inflammable spirit or any explosive matter (except fuel in the fuel tank of any private motor vehicle parked on the Parking Area or the Property in accordance with the terms of this Transfer) other than normal domestic products in quantities compatible with the use of the Property as a residential dwelling.

12.5 Further Covenants by the Transferee

The Transferee hereby covenants with the Transferor:

12.5.1	Not to transfer or lease the Property or any part thereof save to a person who has first entered into a deed of covenant with the Transferor to comply with the obligations on behalf of the Transferee contained in this Transfer.
12.5.2	To pay to the Transferor on demand a fair and proper proportion (to be conclusively determined by the Transferor (who shall act reasonably)) of all expenditure reasonably incurred paid or payable in connection with the insurance, cleansing, repair, management, maintenance, improvement and provision of services for the Property and / or the Parking Area and / or the Estate or incidental thereto including (without prejudice to the generality of the forgoing): (a) the expense of cleaning, lighting, repairing, renewing, planting, decorating, maintaining and rebuilding any Communal Facilities and any Parking Area; (b) the reasonable costs, charges and expenses incurred by the Transferor in connection with the provision, insurance, repair, maintenance, management and improvement of the Communal Facilities and any Parking Area;
12.5.3	To repair and keep the Property in good and substantial repair and condition.
12.5.4	To keep the garden area included within the Property (if any) tidy and properly cultivated and to maintain and repair in good and substantial condition the fences marked with inward facing 'T' marks (if any) on the Plan.
12.5.5	To observe and perform and comply with all statutory obligations and regulations affecting the Property including (without prejudice to the generality hereof) all requirements of the local planning authority under any planning legislation or building regulations and to save and keep the Transferor fully and effectually indemnified in respect of all claims costs losses payments or liability arising out of any future breach thereof;
12.5.6	To observe and perform the covenants in any planning agreement pursuant to Section 106 of the Town and Country Planning Act 1990 or otherwise insofar as they affect the Property and to save and keep the Transferor fully and effectually indemnified in respect of all liability in respect thereof.
12.5.7	On request from the Transferor at the expense of the Transferee to grant or procure the grant to the Transferor or the Service Suppliers at their request such legal easements in under or over the Property (excluding the site of any existing dwelling or garage) as they may request for access purposes or to lay connect repair maintain cleans repair renew and use any Service Media.
12.5.8	To prune tend and replace (in accordance with the principles of good landscaping gardening and arboriculture) any tree or shrub planted on the Property and maintain any landscaping work carried out in accordance with any tree planting landscaping or similar scheme agreed with the local planning authority.
12.5.9	To comply with such reasonable regulations as the Transferor may make from time to

time relating to the orderly and proper use of the Communal Facilities and the Parking Area and the security of the Estate.

- 12.5.10 So often as may be necessary to join in with the owners and occupiers from time to time of the other properties which also benefit from the use of the Private Shared Path/Driveway benefitting the Property (if any) in cleaning repairing maintaining and renewing as appropriate that part of the Private Shared Path/Driveway that serve the Property and to contribute a fair and reasonable proportion of the costs thereof.
- 12.5.11 To pay a fair and reasonable proportion of the cost of maintenance repair and renewal of the Private Shared Path/Driveway (if any)
- 12.5.12 The Transferee covenants with the Transferor not to do or allow to be done anything that causes a Disposal as defined in Clause 23.3.1 of the Deed.
- 12.5.13 The Transferee shall fully and effectually indemnify the Transferor and keep the Transferor indemnified against all sums liabilities, costs, expenses, interest, damages and losses whatsoever in respect of any sums payable pursuant to Clause 23 of the Deed including any Stamp Duty payable or other sums payable to HMRC.

12.6 Indemnity Covenant

With the intent of affording the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor that he will henceforth observe and perform all covenants stipulations, restrictions and obligations contained or referred to in the registered entries of the above title (so far as the same relate to the Property and remain capable of taking effect) and will fully and effectually indemnify the Transferor and its effects from all costs claims expenses or other liability in respect thereof.

12.7 Declarations

It is hereby agreed and declared as follows:

- 12.7.1 The Transferee shall not by virtue of this Transfer acquire or be entitled to any easement or right of light or air which would prejudice the free use or enjoyment of other parts of the Estate or any adjoining or neighbouring land of the Transferor or other neighbouring property owner for building or other purposes and that any enjoyment of light or air by the Transferee from or over any other parts of the Estate or any adjoining or neighbouring land of the Transferor or otherwise shall be deemed to be had by the consent of the Transferor or such other owner as aforesaid.
- 12.7.2 Any wall erected or to be erected which shall separate the buildings erected or to be erected on the Property from the adjoining buildings erected or to be erected on the Estate shall after erection be deemed to be a party wall together with all gutters eaves spouts drainpipes and other pipes attached thereto and shall be maintained accordingly.
- 12.7.3 All Service Media now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of the Property and of any other land

included in the Estate shall continue to be so used and enjoyed and shall be repaired and maintained by the Transferee and other persons so using and enjoying such Service Media each contributing a fair and reasonable proportion to the cost of such repair and maintenance Provided that if there is any dispute as to what is a reasonable and fair proportion the matter shall be referred to the Transferor whose decision shall be final.

12.7.4 The Transferor may release or vary any of the aforesaid covenants and restrictions so that nothing herein contained shall place any restriction in the manner in which the Transferor may deal with the whole or any part of the Estate for the time being remaining unsold or undisposed of or be otherwise deemed to create a building scheme for the Estate or any part thereof.

12.7.5 The provisions of Section 62 of the Law of Property Act and the Rule in Wheeldon v Burrows shall not operate in respect of the Transfer

12.8 **Restriction**

The Transferor and the Transferee hereby apply to the Chief Land Registrar to enter a restriction in the following form in the proprietorship register of the Transferee's title:

"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, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.5.1 and 12.5.2 of a transfer dated 24.01.23 made between (1) GreenSquareAccord Limited and (2) ~~Phillip Hudd~~ have been complied with"

12.9

Philip John Hudd
Charity Clause *aw*

The land transferred is held by GreenSquareAccord Limited, an exempt charity.

13

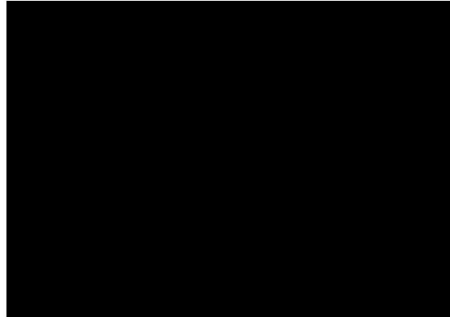
Execution

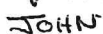
Executed as a Deed by
affixing the common seal of
GREENSQUAREACCORD LIMITED
in the presence of:

B23/005

Authorised signatory

Authorised signatory



SIGNED AS A DEED BY PHILLIP HUDD  in the presence of:	<i>Transferee Sign Here</i>
WITNESS TO TRANSFEEEE SIGNATURE	
Witness Sign	
Witness Print Name	
Witness Print 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.

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.

© Crown copyright (ref: LR/HO) 10/12