

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: NK488441
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: The village hall site and open space land at the Transferor's Development at The Street Ashwellthorpe Norwich NR16 1HD The property is identified <input checked="" type="checkbox"/> on the attached plans and shown edged red on Plan 1 and Plan 2 . <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: WALLBLOCK PROJECTS LLP <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: OC425243 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: ASHWELLTHORPE AND FUNDENHALL 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: (b) Registered number in the United Kingdom including any prefix:

7	<p>Transferee's intended address(es) for service for entry in the register: 7th Floor County Hall Martineau Lane Norwich NR1 2UF</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): One Pound (£1.00)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12	<p>Additional provisions</p>
12.1	<p><u>Definitions and interpretations</u></p> <p>"the Transferor's Development" means the land now or formerly forming part of the development at The Street, Ashwellthorpe, Norwich registered at HM Land Registry under the title number stated in panel 1 but excluding the Property.</p> <p>"the Estate Roads and Estate Footpaths" means the roads and footpaths on the Transferor's Development which is intended to be adopted by the Local Authority.</p> <p>"Plan 1" means the plan annexed hereto and marked Plan 1.</p> <p>"Plan 2" means the plan annexed hereto and marked Plan 2.</p> <p><u>Rights Granted</u></p> <p>There are granted for the benefit of the Property the following rights:-</p> <p>(a) Full and free right for the passage and running of water soil gas electricity and other services through the sewers drains pipes wires cables and other conduits and other conducting media as are now existing or shall be situated in or under the Transferor's Development from</p>

and to the appropriate mains services subject to the payment of a fair proportion of the cost of repairing and maintaining the same

(b) Full and free right to enter upon the adjoining property now or formerly forming part of the Transferor's Development with or without workmen machinery tools and equipment for the purpose of inspecting renewing repairing and maintaining such sewers drains pipes wires cables conduits and other conducting media the Transferee or the person exercising such right doing no unnecessary damage and making good all damage done to the reasonable satisfaction of the Transferor or other adjoining owners

(c) Full and free right in common with the Transferor and all others now or hereafter having the like right to pass and repass with or without motor or other vehicles over the Estate Roads and Estate Footpaths (but upon foot only over the Estate Footpaths except for vehicular access to the Property) until such time as the Estate Roads and Estate Footpaths shall have been adopted by the Local Highway Authority

12.2 (d) Full and free right to enter upon the Transferor's Development at all reasonable times in the daytime and upon giving reasonable notice (except in the case of emergency) to the occupiers of such adjoining property for the purpose of constructing cleansing redecoration maintenance or repair of any buildings erected or to be erected upon the Property doing as little damage as possible in the exercise of such right and making good any such damage to the reasonable satisfaction of the Transferor or adjoining owners

(e) All such rights of support and protection from other parts of the Transferor's Development as may be requisite to secure the stability of any buildings which now are or at any time shall be erected upon the Property

(f) The right to construct the eaves gutters and downpipes of any building erected on the Property so as to overhang the Transferor's Development and to construct footings of any such buildings partially upon the Transferor's Development and to construct or place a balanced flue aperture on any dwelling on the Property so as to overhang the Transferor's Development and to use the same in connection with any buildings erected on the Property

12.3 Rights Reserved

12.3.1 There are reserved for the benefit of the Transferor's Development now or at anytime the following rights:-

(a) Full and free right for the passage and running of water soil gas electricity and other services through the sewers drains pipes wires cables and conduits and other conducting media now or which shall be laid or placed in over or under any part of the Property subject to the payment of a due proportion of the cost of repairing and maintaining the same

(b) Full and free right to enter upon the Property with or without workmen machinery tools and equipment for the purpose of inspecting constructing laying renewing repairing and maintaining the said pipes wires cables conduits and other conducting media and the respective connections thereof and the respective mains doing in the course of the exercise of this right as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage so caused

(c) Full and free right of access over the Property for the owners and occupiers for the time being of the Transferor's Development adjoining the Property at reasonable times in the daytime and upon giving reasonable notice (except in the case of emergency) to the Transferee for the purpose of constructing cleansing redecoration maintenance or repair of any buildings and boundary fences which are now or may be erected on the Transferor's Development doing as little damage as possible during the exercise of such right and making good any damage done

(d) All such rights of support as may be required from the Property to ensure the stability of any building which now or at any time may be erected on the Transferor's Development

(e) The right to construct eaves gutters and down pipes of any building on the

Transferor's Development so as to overhang the Property and construct the footings of any building partially upon the Property and construct or place a balanced flue on any dwelling on the Transferor's Development so as to overhang the Property and use the same in connection with such adjoining dwelling

(f) The right to enter upon the Property:-

(i) for the purpose of carrying out landscaping as may be required by the Local Authority and

(ii) to erect upon the Property such road name or other signs as may be required by the Local Authority in such position as may be agreed by the Local Authority

(iii) to erect upon the Property such street light column which shall be immediately behind the back edge of the public footpath as required by the Local Authority

(g) The right to erect scaffolding upon and over the Property and thereafter retain the same for so long as is necessary and if necessary to attach to the Property such scaffolding.

12.4 Covenants by the Transferee

12.4.1 The Transferee hereby covenants with the Transferor:-

(a) The Transferee with the object and intent of affording to the Transferor and its successors in title for the benefit of the Transferor's Development a full and sufficient indemnity (but not further or otherwise) hereby covenants with the Transferor that the Transferee will at all times duly observe and perform the covenants contained or referred to in the Charges Register at H M Land Registry under the Title numbers referred to within panel 1 of this Transfer so far as the same affect the Property and are subsisting and capable of taking effect and will indemnify and keep indemnified the Transferor and its successors in title for the benefit of the Transferor's Development and its estate and effects from and against all actions costs claims demands and liability for or on account of any future breach non-observance or non-performance thereof

(b) To indemnify and keep indemnified the Transferor against all damages, costs and other liabilities resulting from any non-observance or non-performance by the Transferee of the obligations contained or referred to within this Transfer.

(c) to keep the Property in good repair and condition.

Restrictive Covenants by the Transferee

12.5 The Transferee for himself and his successors in title hereby covenants with the Transferor and its successors in title for the benefit of the Transferor's Development that the Transferee will :-

(a) not at any time hereafter remove or in any way damage the trees/shrubs on the Property laid out and planted by the Transferor pursuant to the Landscaping Scheme required by the Local Planning Authority and in the event that any such trees/shrubs shall die or be damaged in any way immediately to replace the same with trees/shrubs or the same type during the first available planting season following such loss

(b) not to use the Property for any purpose other than as a village hall, sports facility and public open space for the benefit of the inhabitants of the parish of Ashwellthorpe and in accordance with the purposes of the Recreational Charities Act

12.6 Covenants by the Transferor

The Transferor (and its successors in title) hereby covenants with the Transferee and its

lessees, mortgagees and their respective successors in title that it will make up and complete or cause to be made up and completed the Estate Roads and Estate Footpaths forming part of the Transferor's Development and the drains and sewers thereunder as soon as reasonably practicable to the satisfaction of the Local or other Highway or Drainage Authority and in like manner will maintain or cause to be maintained the said roads sewers drain and footpaths until the same are taken over by the said Local or other Highway or Drainage Authority and will comply with the terms of the Section 106 Agreements dated 15.04.2014, 28.10.2016 and 13.01.2020 between South Norfolk District Council (1) Norfolk County Council (2) Wallblock Projects LLP (3) Ashwellthorpe and Fundenhall Parish Council (4) Goldentree Financial Services PLC (5) and Peter Edmund Muskett (6)) and will indemnify and keep indemnified the Transferee and its lessees and their respective mortgagees and their respective successors in title against all liability arising out of any breach non-observance or non-performance of this covenant

Additional Provisions

12.7 IT IS HEREBY DECLARED THAT :-

- (a) any eaves gutters downpipes flues apertures and footings forming part of the Transferor's Development and overhanging or built upon or over the Property are expressly excluded from this Transfer.
- (b) the Transferee and its successors in title shall not be entitled to any easement or right of light or air or otherwise (except by this Transfer expressly granted) which would or might interfere with the free use of the Transferor's Development or any adjoining or neighbouring land in the ownership of the Transferor or an associated company for building or other purposes.
- (c) in this deed where the context admits the singular shall include the plural and the masculine shall include the feminine and covenants by more than one Transferee shall be jointly and severally made.
- (d) all internal walls dividing the Property from any adjoining property on the Transferor's Development and all boundary walls and fences dividing the Property from any adjoining property on the Transferor's Development are party walls and fences and shall be maintained accordingly with the exception of those boundary walls and fences marked with an inward "T" into the Property which the Transferee covenants to maintain.
- (e) in this Deed where the context admits references to the Transferor and the Transferee shall include their successors in title (except for the covenant by the Transferor contained within paragraph 12.6)
- (f) references within this deed to schedules are references to schedules within this deed

Execution

Executed as a deed by

WALLBLOCK PROJECTS LLP

acting by a member

P. L. T. P. G. M. S. K. E. T. T.

In the presence of:

Signature of witness

[Handwritten signature]

Name (in BLOCK CAPITALS)

NICK DESPOND

Address:

*103, THE STREET, ASHWELLTHORPE
NR16 1BZ*

Signed as a Deed by two members of
ASHWELLTHORPE AND FUNDENHALL PARISH COUNCIL:
As a Deed in the presence of:

Member signature and full name

[Handwritten signature] JACQUELINE IVES

Member signature and full name

[Handwritten signature] NICHOLAS CHARLES WALKER
DE SPOND

Witness signature and full name

[Handwritten signature] ALAN ARBOR

Witness address

*86 Vanguard Close, Norwich
NR5 0UH*



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.