

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.

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) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

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: CB426864
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land on the north-east side of New Road, Melbourn, Royston 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: HOPKINS HOMES LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02875798 <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: MELBOURN 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:

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.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

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.

7	Transferee's intended address(es) for service for entry in the register: 30 High Street, Melbourn, Royston SG8 6DZ
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) <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	Definitions 12.1 In this Transfer the following words and expressions shall have the following meanings: "Estate" means all the land (except the Property) now or formerly invested in the Transferor under the Title Number above and any buildings on that land. "Estate Sewers" means all main foul and surface water sewers now or within the perpetuity period constructed within the Estate or the Property that are intended to become public sewers.

“Planning Obligation” means the agreement made under s106 of the Town and Country Planning Act 1990 (as amended) dated 21st July 2016 between the Transferee (1) South Cambridgeshire District Council (2) Cambridgeshire County Council (3) The Master (or Keeper) and Fellows of Peterhouse in the University of Cambridge (4) and Endurance Estates Strategic Land Limited and shall include any amendment or variation of it so far as it affects the Estate and the Property.

“Plan” means the plan attached to this Transfer.

“Services” means all foul and surface water drainage (excluding the Estate Sewers) gas light water oil electricity telephone electronic transmissions and similar services.

“Service Installations” means all drains, channels, sewers (excluding the Estate Sewers) pipes, wires, cables, water courses, gutters, soakaways and other similar installations for the supply of the Services now on or constructed within the perpetuity period within the Estate or the Property.

“Sewer Easement” means the sewer easement route as shown coloured yellow on the Plan.

12.2 Interpretation

1. Reference to the “Transferor” and the “Transferee” will be deemed to include their respective successors in title and assigns unless stated otherwise.
2. Words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body.
3. Clause headings shall not be taken into account for the purposes of construction or interpretation of this Transfer.

12.3 Declarations

The parties to this Transfer agree and declare:

- (a) the Property does not have any rights of light air other rights (other than as expressly provided by this Transfer) which would or might restrict or interfere with the way in which the Estate or any other adjoining land in which the Transferor has an interest or acquires such interest in the future can be used or developed.
- (b) except where specifically stated in this Transfer it is not intended that any term of this Transfer is enforceable by a third party under Section 1 of the Contract (Rights of Third Parties) Act 1999.
- (c) this Transfer is made pursuant to s9 of the Open Spaces Act 1906, s111 of the Local Government Act 1972 and s33 of the Local Government (Miscellaneous Provisions) Act 1982 and the agreement contained in the Planning Obligation.
- (d) the Property is sold subject to and with the benefit of existing encumbrances and rights contained or referred to in the Property and Charges Register of Title Number CB426864 in so far as the same are still

subsisting and are capable of being enforced and affect the Property.

12.4 **Rights reserved for the Estate**

The rights for the Transferor and all persons authorised by the Transferor (including where appropriate the drainage authority and service companies responsible for the supply of the Services) and owners of any parts of the Estate (in common with the Transferee):-

- (a) of retaining in place any building on the Estate now or within the perpetuity period constructed by the Transferor which protrude into the Property;
- (b) of support and protection of the Estate by the Property;
- (c) of entry upon the Property at all reasonable times upon giving reasonable notice (and at any time in an emergency) for the purposes of laying, connect into, inspecting, maintaining, repairing, and renewing buildings comprised in the Estate, the Service Installations and the Estate Sewers subject to making good any damage caused to the Property to the reasonable satisfaction of the Transferee;
- (d) to construct any buildings on the Estate to the boundaries of the Property (including the right to erect temporary scaffolding such that the eaves gutters downspouts foundations or other similar protrusions may protrude into the Property);
- (e) of entry upon the Property for the exercise of the above rights; and
- (f) to connect into and use the Estate Sewers (until they become maintainable at the public expense) and the Service Installations at the Property which serve the Estate, and which are in existence at the date of this transfer or are installed or constructed after the date of the transfer.

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

12.5 **Rights granted for the benefit of the Property**

The rights for the Transferee and all persons authorised by the Transferee (in common with all other persons having a similar right):

- (a) to pass and repass with or without vehicles (but in the case of any footpath on foot only) at all times for all reasonable purposes connected with the use and occupation of the Property over and along any roadways and any footpaths which are now or may hereafter be constructed giving access to the Estate until they become maintainable at the public expense;
- (b) to subjacent and lateral support shelter and protection from the elements for the Property from the adjoining parts of the Estate; and
- (c) all such other rights, liberties, easements and quasi-easements as are necessary for the better use, occupation and development of the Property provided that such rights, liberties and easements shall where

applicable be in such position as shall be approved by the Transferor (such approval not to be unreasonably withheld or delayed) and shall not (subject to the proviso as aforesaid) interfere with the development of the land over which they are granted;

PROVIDED ALWAYS that none of the rights hereinbefore granted shall apply to or be exercised over any land comprising an electricity sub-station or similar installation.

Include words of covenant.

12.6 Restrictive covenants by the Transferee

1. With the object of affording the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor that it will at all times hereafter observe and perform such of the restrictive covenants (if any) referred to in the Charges Register of the said Title as relate to the Property hereby transferred and will keep the Transferor fully indemnified in respect of any future breach thereof.

2. The Transferee hereby covenants with the Transferor to the intent that this covenant shall benefit the remainder of the Estate now or formerly comprised in the above title and each and every part thereof to the intent so as to bind the Property into whosoever hands the same may come:-

(a) at its own expense to maintain the Property as open space in accordance with the powers granted to the Transferee by the Open Spaces Act 1906 to which this Transfer is inter alia made pursuant for the recreation and enjoyment of the public at large

(b) not to construct or erect or allow or suffer to be constructed or erected any building, road or other structure on the remainder of the Property, save for recreative structures that may be replaced from time to time

(c) not to use the Property other than as open space in accordance with the powers granted to the Transferee by the aforementioned Acts to which the Transfer is made pursuant

(d) not at any time to erect any building or part thereof or any structure whatsoever over the Sewer Easement.

Include words of covenant.

12.7 Restrictive covenants by the Transferor

NONE

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

12.8 Positive Covenant by the Transferee

The Transferee will upon request from the Transferor without delay grant to any statutory undertaker, or any service authority, rights to lay any Service Installations or the Estate Sewers in over or under the Property, such Service Installations or Estate Sewers being for the purpose of serving the Property and the Estate and to enter into any deeds required by any statutory undertaker or service authority including agreements under Section 38 of the Highways Act 1980 and Section 104 of the Water Industries Act 1991.

12.9 **Positive Covenants by the Transferor**

The Transferor covenants with the Transferee that it will on the date hereof pay to the Transferee the sum of Fifty Thousand Pounds (£50,000.00) in respect of the future maintenance of the grassed areas, paved areas, play areas, trees, hedges, shrubs and knee rail fencing on the Property and the Transferee acknowledges that upon payment of this sum the obligations under the Planning Obligation so far as they relate to or affect the provision and dedication of the Property as public open space have been complied with.

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.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

13 Execution

EXECUTED as a deed by)
BIRKETTS)
as attorney for)
HOPKINS HOMES LIMITED)
In the presence of:

Attorney's signature:

Designated Member of Birketts LLP, as attorney for Hopkins Homes Limited

Witness' signature:

Witness' name:

Witness' address:

Witness' occupation:

EXECUTED as a DEED by MELBOURN PARISH COUNCIL acting by
Councillor [] and
Councillor [],
as two authorised signatories on behalf
of Melbourn Parish Council in the presence of the Clerk

.....
Councillor

.....
Councillor

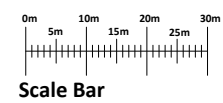
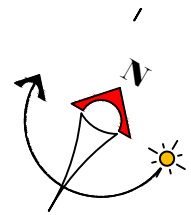
Clerk


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.





**HOPKINS
HOMES**

Project:
**DEVELOPMENT AT
MELBOURN, NEW ROAD.**

Drawn:
**STRATEGIC GREEN BELT
CONVEYANCE**

Drawing Area	Date
1:1250 @ A3	Nov 2021
Scale	Contract No.
	MEL9
Client/Location	Drawn No.
New Road - MELB3 Consultants/Architects & House	001
Types/Conveyance	Revision
SES	F

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