

PARTICULARS OF SALE

Land lying to the south west of Upper Marston Farm, Upper Marston, Kington

The Property to be sold comprises approximately 13.83 acres or thereabouts of land lying to the south west of Upper Marston Farm, Upper Marston, Kington ALL WHICH is registered at HM Land Registry with title absolute under title number HE21615.

SPECIAL CONDITIONS OF SALE

1 Definitions and interpretation

1.1 In these Conditions:

AA 2020: Agriculture Act 2020.

Applicant: a person wishing to tender an offer for the Property and named in the Form of Tender and "Applicants" shall be construed accordingly.

Basic Payment Scheme: the basic payment scheme as defined in section 7 of the AA 2020 and any similar substituted scheme, including any scheme established under the AA 2020 and any statutory instrument enacted under the AA 2020 and any subsequent legislation.

Buyer: the applicant whose offer is accepted by the Seller.

Buyer's Conveyancer: the solicitors instructed to act for the Buyer on the purchase of the Property.

Completion Date: 14 January 2022.

Contract Rate: interest at 4% per annum above the base rate from time to time of NatWest Bank plc.

Cross Compliance Conditions: the statutory management requirements and the standards for good agricultural and environmental condition of land for the current claim year as published by the RPA or any substituted regulations made by the UK government as a result of the UK leaving the EU under the AA 2020 or any other legislation, implementing acts and laws and all subordinate legislation, guidance and codes of practice made from time to time under them, and any similar replacement or similar additional conditions, requirements and standards.

Date of Contract: the date of contract in accordance with clause 4.2.

Defra: the Department for Environment, Food and Rural Affairs and any successor ministry or department.

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Buyer's Conveyancer at a clearing bank to an account in the name of the Seller's Conveyancer.

Entitlements: payment entitlements for subsidy payment under the Basic Payment Scheme and any similar replacement entitlements and including any replacement entitlements established under domestic legislation.

Form of Tender: the Form of Tender annexed to these Conditions.

General Conditions: the Standard Commercial Property conditions (Third Edition).

Incumbrance: any mortgage, charge (fixed or floating), pledge, lien, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

Particulars: the particulars of sale annexed to these Conditions.

Property: the freehold land lying to the south west of Upper Marston Farm, Upper Marston, Kington registered at HM Land Registry with title absolute under title number HE21615.

Purchase Price: the sum tendered by the Buyer for the Property.

RICS: Royal Institution of Chartered Surveyors.

RPA: the Rural Payments Agency responsible for the administration of the Basic Payment Scheme and any other payments which are substituted under the AA 2020 or subsequent legislation in England and any other body discharging similar functions from time to time.

Rural Payments Service: the online service for Basic Payment Scheme applications and for transferring entitlements for subsidy payment under the Basic Payment Scheme or any substituted scheme.

Seller: Mary Elizabeth Cross of 38 Warden Close, Presteigne, Powys LD8 2DU.

Seller's Agent: John Amos & Co, Lion Court, Broad Street, Leominster HR6 8LE.

Seller's Conveyancer: T.A. Matthews Solicitors, Broadway House, 32-35 Broad Street, Hereford HR4 9AR (Ref: TN/23435/2).

Tender Date: 17 December 2021.

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A reference to **writing** or **written** includes fax but not email.
- 1.6 Unless the context otherwise requires, references to clauses are to the clauses of these Conditions.
- 1.7 Clause headings shall not affect the interpretation of these Conditions.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 Where any party comprises more than one person the obligations and liabilities of that party under these Conditions shall be joint and several obligations and liabilities of those persons.
- 1.12 Where the context so admits, the expressions "the Seller" and "the Buyer" include the personal representatives of the Seller and the Buyer.
- 2. Offer of Tender**
- 2.1 The Applicant shall complete the Form of Tender by filling in his name and address and shall sign the Form of Tender in the presence of a witness who shall also sign and add his or her address and occupation.
- 2.2 The Applicant shall send or deliver the Form of Tender still attached to these particulars and Conditions to John Amos & Co, Lion Court, Broad Street, Leominster HR6 8LE in a sealed envelope marked "Tender - Land on Cabal Lane, Upper Marston, Kington" on the outside before 12 noon on the Tender Date.
- 2.3 If the Applicant is a Company the Form of Tender shall be accompanied by a certified copy of the resolution of the board authorising the signature of the Form of Tender.
- 2.4 The tender shall be for a sum of money certain in a whole number of pounds sterling.

3. Deposit

- 3.1 The Form of Tender shall be accompanied by a deposit equal to 10% of the amount of tender by way of a Banker's draft or cheque made payable to T A Matthews Solicitors Ltd.
- 3.2 The Applicant shall produce such evidence as the Seller's Conveyancer may reasonably require of his identity and credit worthiness and, if the deposit is paid otherwise than in cash, that his instrument of payment will be honoured.
- 3.3 If the instrument of payment of the deposit is not honoured on first presentation, the Seller shall have the option:
- (a) of disregarding the tender; or
 - (b) accepting the tender and if the Seller accepts the tender, the Seller may either:
 - (i) determine the contract and forfeit the deposit, which shall remain due to the Seller and in addition the Buyer will remain liable on his instrument of payment; or
 - (ii) seek specific performance of the sale.
- 3.4 The deposit shall be held by the Seller's Conveyancer as stakeholder.

4. Notification of acceptance or non-acceptance

- 4.1 The Buyer will be notified that his tender has been accepted by letter sent by recorded delivery post addressed to the address given in the Form of Tender.
- 4.2 The letter of acceptance shall enclose a certified copy of the Form of Tender to evidence the contract and the Date of Contract shall be the date of dispatch of the letter of acceptance and the signature on the Form of Tender of the Seller or the Seller's Conveyancer or the Seller's Agent on his behalf shall constitute his signature to the whole of the contract and the signature on the Form of Tender of the Buyer or his authorised signatory or agent on his behalf shall constitute his, her or their signature to the whole of the contract.
- 4.3 The Seller intends to notify applicants whose tenders are not accepted by letter sent by ordinary post and posted on the Date of Contract and any deposit paid will be returned at the risk of the unsuccessful Applicant but the Seller will not be liable for any omission to do so save that if a deposit has been paid into an account of the Seller or the Seller's Agent or Conveyancer the Seller shall be liable to repay it without interest.

5. Seller's Consideration of Tenders

- 5.1 While the Seller intends to accept the highest tender properly completed and submitted the Seller shall not be obliged to accept the highest or any tender.
- 5.2 The Seller reserves the right to withdraw the Property at any time or to sell on different conditions or to a person who has not tendered.
- 5.3 The Applicant shall not withdraw his tender before the Date of Contract.
- 5.4 The Seller will not consider any tender submitted subject to conditions proposed by the Applicant.
- 5.5 The Applicant may add comments or additional information concerning his tender in the annex hereto which he would like the Seller to take into account when considering which tender to accept.

6. Completion

- 6.1 Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Seller's Conveyancer or where they may reasonably direct.
- 6.2 In addition to the Purchase Price, the Buyer will on the Completion Date pay the sum of £261.72 by way of reimbursement of the search fees paid by the Seller.

7. Title Guarantee

- 7.1 Subject to the other provisions of this clause, the Seller will transfer the Property with full title guarantee.
- 7.2 The implied covenants for title are modified so that:
 - (a) the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to:
 - (i) make proper searches; or
 - (ii) raise requisitions on title or on the results of the Buyer's searches; and
 - (b) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Seller.

8. Vacant Possession

The Property will be sold with vacant possession on completion.

9. Title

The Property is registered at HM Land Registry and the evidence of title referred to in General Condition 7.1 having been available for inspection during the normal office hours of the offices of the Seller's Agent and the Seller's Conveyancer prior to the Tender Date, the Buyer (whether or not he has inspected it) shall be deemed to purchase with full knowledge of the title in all respects and shall not raise any requisition or make any objection in relation to the title.

10. Matters affecting the Property

10.1 The Seller will sell the Property free from incumbrances other than:

- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 3 November 2021 timed at 08:49:23 under title number HE21615;
- (b) any matters discoverable by inspection of the Property before or after the Date of Contract;
- (c) any matters which the Seller does not and could not reasonably know about;
- (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into these Conditions;
- (e) public requirements;
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
- (g) any matters referred to in the transfer in the form annexed to these Conditions;
- (h) all local land charges, whether or not registered before the Date of Contract and all matters capable of registration as local land charges, whether or not actually so registered;
- (i) all notices served and orders, demands, proposals or requirements made by any local, public or other competent authority, whether before or after the Date of Contract;
- (j) all actual or proposed charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under any statute; and
- (k) all easements, quasi easements, rights, exceptions or other similar matters whether or not apparent on inspection or disclosed in any documents referred to in these Conditions.

10.2 The Buyer is deemed to have full knowledge of the matters referred to in clause 10.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

11. Transfer

- 11.1 The transfer to the Buyer will be in the agreed form annexed to these Conditions.
- 11.2 The Buyer and the Seller will execute the transfer in original and counterpart.
- 11.3 A copy of such transfer having been available for inspection during normal office hours of the Seller's Agent and the Seller's Conveyancer prior to the Transfer Date the Buyer (whether or not he has inspected them) shall be deemed to purchase with full notice and knowledge of their contents and shall not raise any requisition or make any objection in relation to them, and such notice shall not be affected by any partial, incomplete or inaccurate statement as to the contents of them in the Particulars or these Conditions.

12. VAT

- 12.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this contract is exclusive of VAT (if any).
- 12.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this contract, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.

13. Management

From the Date of Contract until completion, the Seller will manage the Property in accordance with the Seller's normal management practice, including carrying out normal acts of cultivation and husbandry where necessary.

14. Disclaimer

The Buyer admits that:

- 14.1 he has inspected the Property and purchases it with full knowledge of its current state and condition and shall take the Property as it stands;
- 14.2 he has submitted his tender for the Property solely as a result of his own inspection and on the basis of the terms of these Conditions and not in reliance upon any representation or warranty written or oral or implied made by or on behalf of the Seller (save for any representation or warranty contained in any written reply given by the Seller's Conveyancer to any written preliminary enquiries raised by the Buyer's Conveyancer);
- 14.3 the Particulars, these Conditions, the transfer and the Form of Tender together comprise the entire agreement between the parties.

15. Basic Payment Scheme

- 15.1 None of the Entitlements are included in the sale of the Property.
- 15.2 The Seller and the Buyer agree to act in fairness and co-operate in good faith with each other and to take all (if any), reasonable steps to ensure the Entitlements remain registered in the name of the Seller.
- 15.3 Without prejudice to the generality of the foregoing the Buyer covenants that he will comply with all the requirements of the Cross Compliance Conditions and the Basic Payment Scheme and will do all such acts and things and enter into such documents (if any) as shall be necessary to ensure the Entitlements remain registered in the name of the Seller.
- 15.4 In the event that any of the Entitlements ceases to be registered in the name of the Seller, the Seller shall notify the Buyer of the fact and of the Entitlements lost to him thereby forthwith on being notified thereof by Defra or the RPA and in the event that such cessation of registration shall have resulted from a negligent act omission or default of the Buyer under this contract but not otherwise the Buyer shall indemnify the Seller in respect of any shortfall within 28 days of receiving such notification from the Seller.
- 15.5 The Buyer covenants with the Seller that he will observe and fully comply with the Cross Compliance Conditions and the requirements for full payment under the Basic Payment Scheme from the Completion Date until 31 December next following the Completion Date and in the event of any breach of this covenant he will indemnify the Seller against all losses occasioned by such breach whether attributable to the Buyer or to others acting on his behalf and whether arising directly or indirectly from the Buyer's failure to observe the terms of this clause to include but without prejudice to the generality hereof all loss of payment under the Basic Payment Scheme and loss of Entitlements (if any) together with all legal and other costs incurred by the Seller in putting himself into the position in which he would have been had the Buyer not failed to observe the terms of this clause.
- 15.6 If any dispute arises under this clause 15 either party may give notice to the other in writing specifying the dispute and requesting that agreement be reached on the identity of a single arbitrator to be appointed to determine the dispute in accordance with the provisions of the Arbitration Act 1996 and if no arbitrator has been appointed by agreement within one month of the notice either party may make a written request to the President for the time being of the Royal Institution of Chartered Surveyors for him to appoint an arbitrator to determine the matter in dispute.

16. Incorporation of general conditions of sale

- 16.1 The General Conditions as amended by Schedule 1 shall apply to the sale and are incorporated in it so far as they are applicable to a sale by formal tender and are not varied by or inconsistent with these Conditions.
- 16.2 If there is any conflict between the General Conditions as amended and these Conditions, these Conditions shall prevail.

17. Merger on completion

The provisions of these Conditions shall not merge on completion of the transfer of the Property in so far as they remain to be performed.

18. Third party rights

A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

19. Governing law

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. Jurisdiction

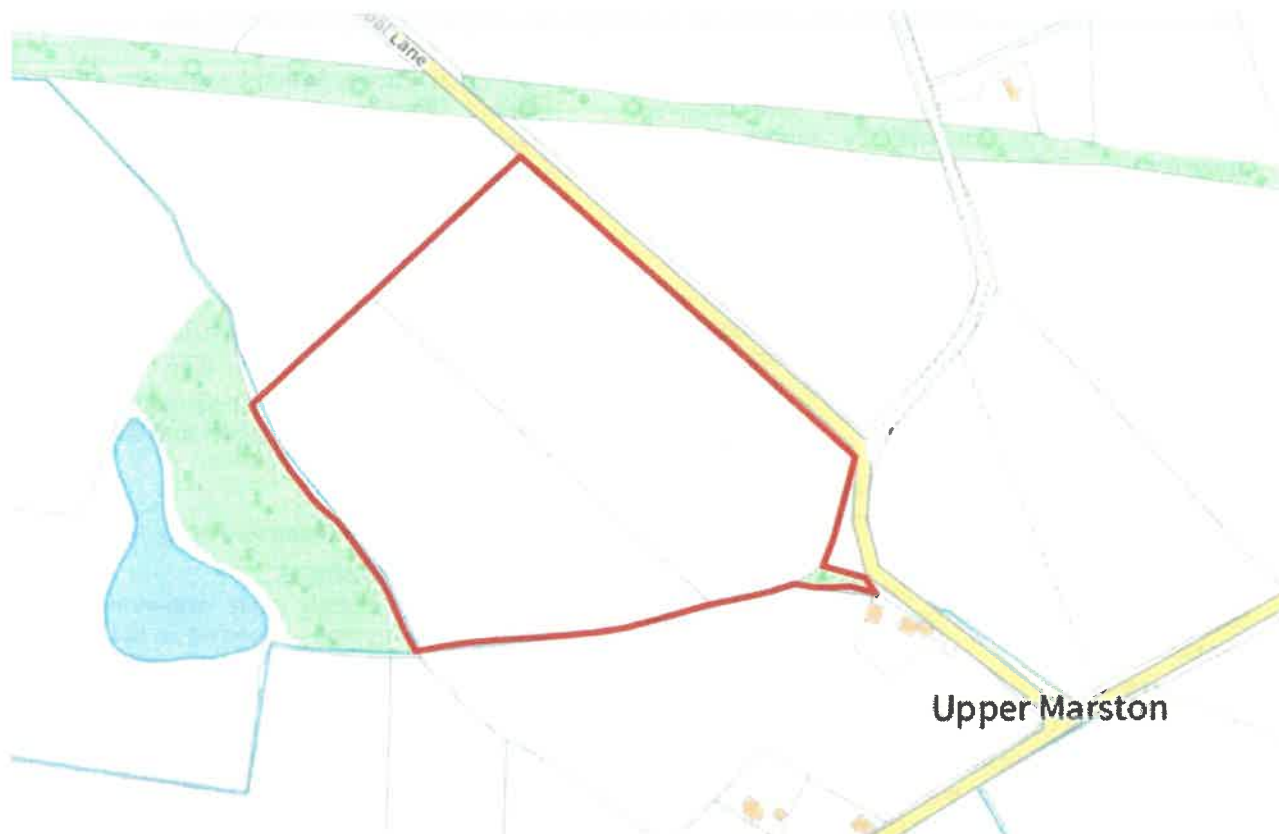
Subject to clause 15, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

Amendments to the Standard Commercial Property Conditions (Third Edition)

1. The following Standard Conditions do not apply: 1.3.3(b), 2.1, 2.2, 4.1.1, 4.1.2,, 4.1.3, 7.1, 7.2, 7.3.1, 7.4.2, 7.6.2, 7.6.5(b), 9.1.1, 9.2.1.
2. Standard Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in these Conditions.
3. Standard Condition 1.1.1(e) is amended so that reference to the contract rate in condition 1.1.1(e) refers instead to the Contract Rate as defined in these Conditions.
4. Condition 1.1.1(o) is amended so that reference to VAT in condition 1.1.1(o) refers instead to VAT as defined in these Conditions.
5. In Standard Condition 1.1.1(p) a "working day" expires at 5.00pm.
6. The following words are added to the end of Standard Condition 1.3.2:

"so long as such notice or document or letter accompanying the same quotes the recipient conveyancer's correct reference".
7. Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "clause 10.1".
8. Condition 9.7 is amended to read "The Buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".



OS No.	NG No.	Hectares	Acres	Description
SO3558	4619	3.12	7.71	Arable Stubble
SO3558	3613	2.45	6.05	Arable Stubble
		0.03	0.07	Access and Pond
TOTAL		5.60	13.83	



LAND AT CABAL LANE, UPPER MARSTON, KINGTON, HR5 3JG

GUIDE PRICE - £150,000

Approx. 13.83 acres (5.60 hectares) of arable land available.

**FOR SALE BY FORMAL TENDER WITH TENDERS
CLOSING AT 12 NOON ON FRIDAY 17th DECEMBER 2021**

FORMAL TENDER

**johnamos
& co**

A Bruton Knowles LLP Company

01568 610007

johnamos.co.uk

BK Bruton Knowles

INTRODUCTION

John Amos & Co are delighted to have received instructions to offer for sale by Formal Tender approximately 13.83 Acres (5.60 Hectares) of Grade II arable land at Cabal Lane, Upper Marston, Kington, HR5 3JG.

DESCRIPTION

The land comprises of two level fields and 0.07 acre access strip with part of a pond. The land is reasonably level and easily worked with good road frontage access. The land is currently stubble and has not been worked since harvest 2021.

ACCESS

The land benefits from road frontage and an access gate onto the Council maintained roads.

FIELD BOUNDARIES

The fields are bounded by a mixture of mature hedges and ditches, some wire fences and is reasonably stockproof.

SERVICES

Mains water and mains electricity are not connected.

BASIC PAYMENT SCHEME

The land is registered for the Basic Payment Scheme. There are no entitlements included with the sale but the entitlements can be made available for purchase for 2022 claim at market value if required.

SPORTING, TIMBER AND MINERAL RIGHTS

The sporting rights are included in the sale. All timber and mineral rights are included in the sale.

EASEMENTS, WAYLEAVES & RIGHTS OF WAY

The land will be sold subject to and with the benefit of all existing rights, whether public or private including rights of way, supply, drainage, electricity supplies and other rights, covenants, restrictions and obligations, quasi-easements and all wayleaves whether referred to in these particulars or not. The vendors have advised that there is a gas pipeline crossing the eastern corner of the field SO3558 4619.

BOUNDARIES

Any purchaser(s) shall be deemed to have full knowledge of all boundaries and neither the Vendor nor the Vendor's Agents will be responsible for defining the boundaries or ownership thereof.

TENURE

The land is offered for sale Freehold with vacant possession upon completion of purchase.

METHOD OF SALE

All of the land is to be offered for sale by Formal Tender with Tenders closing at 12 noon on **Friday 17th December 2021** (unless previously sold). For any enquiries of a legal nature, please contact the Solicitors (please see details below). Tenders are to be delivered to John Amos & Co at:-

Lion Court, Broad Street, Leominster, HR6 8LE and marked **"Tender – Land on Cabal Lane, Upper Marston, Kington."**

The Tender forms and legal pack will be available from the Vendor's Solicitor and Agent at least seven days prior to Tenders closing.

N.B. Please note prospective purchasers are deemed to have read and inspected the contract of sale as prepared by the seller's Solicitor. The detail in these particulars is for guidance only and should not be relied upon.

The successful purchaser will be required to pay a 10% deposit on acceptance of tender and the remaining 90% will be payable upon completion.

COMPLETION

Completion is scheduled for Friday 14th January 2022.

MONEY LAUNDERING

In order to comply with anti-money laundering legislation all persons intending to bid for the site by Formal Tender should include with their Tender, photographic identification such as their passport, driving licence or other means of photographic identification (incl. address) either in their individual capacity or as an officer of a corporate entity.

VIEWING

Viewing may take place at any reasonable time upon production of these sale particulars. For further information regarding these particulars please contact John Amos & Co. on 01568 610007.

AGENTS

John Amos & Co, Lion Court, Broad Street, Leominster, HR6 8LE

Tel: 01568 610007

John Amos FRICS FAAV

Email: john@johnamos.co.uk

Hannah Morgan MRICS FAAV

Email: hannah.morgan@brutonknowles.co.uk

SOLICITORS

T A Matthews, 1st Floor, Broadway House, 32-35 Broad Street, Hereford, HR4 9AR

Trudie Nicholas

Tel: 01432 352121

Email: t.nicholas@tamattthews.co.uk

DIRECTIONS

From Pembridge take the A44 towards Kington, turn right towards Marston, proceed down Marston Lane until you reach the T Junction and then turn left. Take the first right onto Cabal Lane, and access to the land is 0.1 miles down the lane on the left-hand side of the road. The land will be signposted by the Agent's For Sale board.

IMPORTANT NOTICE: These particulars have been prepared in good faith to provide a general outline of the subject property. Whilst every effort has been made to ensure the details are accurate should there be any points which are particularly relevant to your interest in the property, please ask for further information/verification. Nothing in these particulars shall be deemed to be a statement that the property is in good structural condition or otherwise, nor that any services, appliances, equipment, or facilities are in good working order. Prospective purchasers should satisfy themselves on such matters prior to purchase. These particulars do not constitute any part of an offer or contract. Descriptions of the property are subjective and are used in good faith as an opinion and not as a statement of fact. Purchasers should make their own enquiries to ensure any descriptions are likely to match any expectations held of the property. Any photograph(s) portray only certain parts of the property. It should not be assumed that the property remains as displayed in the photograph(s). No assumptions should be made regarding the parts of the property that have not been photographed. Any areas, measurements, aspects or distances referred to are merely provided as a guide and are approximate. If such details are fundamental to a purchaser(s), prospective purchaser(s) must rely on their own enquiries. NOVEMBER 2021

FORM OF TENDER

Tender to be returned to John Amos & Co, Lion Court, Broad Street, Leominster HR6 8LE marked 'Tender - Land on Cabal Lane, Upper Marston, Kington' by 12 noon on Friday 17 December 2021.

I/We

of

.....

Telephone..... Email

Mobile.....

offer to purchase from Mary Elizabeth Cross the Property described in the particulars of sale and conditions of sale by tender.

Land lying to the south west of Upper Marston Farm, Upper Marston, Kington at the price of (figures and words)

£..... (.....Pounds)

I/We attach a cheque/bankers draft for 10% of the bid price £.....

(.....Pounds) as a deposit and in part payment of the purchase price of the Property.

I/We agree that if the offer is accepted in accordance with the attached conditions I/we will pay the balance of the purchase money and complete the purchase and perform the other terms of sale in accordance with the annexed conditions.

If we are a Limited Company then a certified copy of a resolution of the Board authorising the signature of this form accompanies this offer.

Money Laundering

In order to comply with anti-money laundering legislation all parties intending to bid for the land by Formal Tender should include with their Tender photographic identification such as their passport, driving licence or other means of photographic identification (including address) either in their individual capacity or as an officer of a corporate entity.

Dated

Signed

Signature of witness

Address of witness

Occupation of witness

Solicitor's Details:

Name

Address

Post CodeTelephone.....

Email

I/We request that any additional information provided by us on the attached sheet be taken into account by the Seller in his consideration of our offer.

Set out here any Additional Information that the Buyer wishes to be taken into account by the Seller in consideration of the Buyer's offer.

There is no obligation to provide such information.

I, Mary Elizabeth Cross of 38 Warden Close, Presteigne, Powys LD8 2DH agree to sell to (the Buyer) the Property described in the annexed particulars of sale and conditions of sale by tender for the price of £ (Pounds)

And will complete the sale in accordance with the annexed conditions

Signed.....

Signature of witness

Address of witness.....

Occupation of witness.....

HM Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** 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 HM 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.

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.

1	Title number(s) of the property: HE21615
2	Property: Land lying to the south west of Upper Marston Farm, Upper Marston, Kington
3	Date:
4	<p>Transferor: Mary Elizabeth Cross</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Transferee for entry in the register: []</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee's intended address(es) for service for entry in the register: []</p>
7	The transferor transfers the property to the transferee

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 11.

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.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):
[]
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

9 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

Save that the implied covenants for title are modified so that:

(a) the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Transferee's failure to:

- (i) make proper searches; or
- (ii) raise requisitions on title or on the results of the Transferee's searches; and

(b) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Transferor.

10 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:

11 Additional provisions

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 10 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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

Signed as a Deed by
Mary Elizabeth Cross
In the presence of

Signature

Signature of witness.....

Name (in BLOCK CAPITALS).....

Address.....

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.

