

HM Land Registry

Transfer of part of registered title(s)

TP1

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.

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.

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** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in practice guide 78: overseas entities.

1	Title number(s) out of which the property is transferred: WT458377
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Pound Farm, Lyneham, Wiltshire The property is identified ☒ on the attached plan and shown hatched and edged red ☐ on the title plan(s) of the above titles and shown:
4	Date: 12 DECEMBER 2025
5	Transferor: VISTRY PARTNERSHIPS LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00800384 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

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.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in practice guide 78: overseas entities.

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 email 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.

6 Transferee for entry in the register:

LYNEHAM AND BRADENSTOKE PARISH COUNCIL

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

Lyneham & Bradenstoke Parish Clerk
c/o The Green
Poulshot
Devizes
Wiltshire
SN10 1RT

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):
- ☒ 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

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.

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 DEFINITIONS AND INTERPRETATION

12.1 Definitions

- (a) **"Buildings"** means any buildings or other structures (and any ancillary structures incidental to the user thereof) and any Service Installations now or hereafter constructed in the Estate;
- (b) **"Deed of Covenant"** means a deed of covenant substantially in the form contained in the Fifth Schedule
- (c) **"Estate"** means all land (excluding the Property) shown edged green on the Plan in respect of which the Transferor is or was the registered proprietor under the Title Number above referred to in Panel 1 and the Buildings on that land;
- (d) **"Estate Roads"** means all roads verges and footpaths now or hereafter constructed within the Estate;
- (e) **"Estate Sewers"** means all foul and surface water sewers now or hereafter constructed within the Estate (if any);
- (f) **"Managed Facilities"** means the managed accessways, attenuation facilities not intended to be adopted by the Water Company, open space areas and any facilities contained within the areas shown hatched green and also shaded purple on the Plan subject to such

variations as the Transferor shall consider reasonable;

- (g) **"Management Company"** means Lyneham Management Company Limited (company registration number 14052801) whose registered office is at 11 Tower View, Kings Hill, West Malling, United Kingdom, ME19 4UY or such other substitute management company as shall be nominated or employed by the Transferor from time to time to assume the obligations of the Management Company;
- (h) **"Plan"** means the plan attached to this Transfer;
- (i) **"Retained Land"** means the land contained within title number WT458377 as at the date of this deed but excluding the Property;
- (j) **"Service Installations"** means all drains channels sewers (excluding the Estate Sewers) pipes wires cables watercourses gutters and other conducting media whatsoever (and any ancillary structures incidental to the user thereof) now or hereafter constructed within the Estate;

12.2 Interpretation

- (a) Where the context admits or requires the expressions "the Transferor" and "the Transferee" include their respective successors in title;
- (b) A right granted or reserved in this Transfer shall (save where otherwise stated):
 - (i) run with the land stated to benefit from that right and each and every part of it and be exercisable by the owner for the time being of such land (and those authorised by the owner) in common with the owner of the land affected by that right and that person's successors in title and any other persons from time to time having the same rights;
 - (ii) be subject to the performance by the owner for the time being of the land benefiting from that right of any covenants set out in the subsequent clauses in this Transfer which relate directly to the exercise of the right described in question;
- (c) Save as otherwise stated any restrictive covenants given in this Transfer shall be given:
 - (i) by the Transferee on behalf of itself and its successors in title the owners and occupiers for the time being of the Property;

(A) to the Transferor and its successors in title the owners and occupiers for the time being of the Retained Land; and

(B) with intent to bind (so far as practicable) the Property and each and every part of it for the benefit of the Retained Land and each and every part of it;

provided that the Transferee and its successors in title shall be released from all liability under a restrictive covenant (if it has observed that covenant up to the date of any transfer) in respect of any part of the freehold interest in the Property which it transfers;

(ii) by the Transferor on behalf of itself and its successors in title the owners and occupiers for the time being of the Retained Land:

(A) to the Transferee and its successors in title the owners and occupiers for the time being of the Property; and

(B) with intent to bind (so far as practicable) the Retained Land and each and every part of it for the benefit of the Property and each and every part of it

provided that the Transferor and its successors in title shall be released from all liability under a restrictive covenant (if it has observed that covenant up to the date of any transfer) in respect of any part of the freehold interest in the Estate which it transfers;

(d) Save as otherwise stated any positive covenants given in this transfer shall be given:

(i) by the Transferee on behalf of itself and its successors in title to the Transferor and its successors in title;

(ii) by the Transferor on behalf of itself and its successors in title to the Transferee and its successors in title.

12.3 Rights Granted and Rights Reserved

The Transferor transfers the Property together with the benefit of the rights granted in the First Schedule but subject to the rights reserved in the Second Schedule.

12.4 Covenants by transferee

The Transferee covenants with the Transferor in the terms specified in the Third Schedule.

12.5 Covenants by transferor

The Transferor covenants with the Transferee in the terms specified in the Fourth Schedule.

12.6 Transferee's Indemnity Covenant

The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity against all actions claims and liability arising out of any breach non-observance or non-performance hereby covenants with the Transferor by way of indemnity only that the Transferee and the persons deriving title under the Transferee will at all times hereafter observe and perform the covenants conditions stipulations and obligations contained or referred to in the register of the title number referred to in panel 1 of this Transfer insofar as those covenants conditions stipulations and obligations relate to the Property.

12.7 Dispute Resolution

- (a) If any dispute or difference arises between the parties concerning any matter or thing of whatever nature arising out of or in connection with this Transfer then either party may refer the dispute or difference to the final decision of a person acting as expert agreed between them or, failing such agreement, appointed on the application of either party to the dispute or difference by the president or vice-president for the time being of the Royal Institution of Chartered Surveyors.
- (b) The fees and expenses of the expert, including the costs of his/her appointment, are to be in his/her award.
- (c) If an expert appointed by the president or vice-president of the Royal Institution of Chartered Surveyors dies, or unduly delays, or becomes unwilling or incapable of acting, or for any other reason fails to make an award, then either party to the dispute or difference may apply to the president or vice-president to discharge the expert and appoint another in his/her place. If the president or vice-president so decides, he may discharge the expert and appoint another in his/her place and these provisions are to apply. The procedure is to be repeated as many times as are necessary until there is an award or determination of the dispute or difference.

12.8 Agreements and Declarations

- (a) Save where expressly provided for herein the Property is transferred subject to and where appropriate with the benefit of the rights and exceptions reservations covenants conditions agreements and other matters contained or

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

referred to in the Property Register the Proprietorship Register and the Charges Register of the title referred to in Panel 1 of this Transfer (with the exception of any financial charges) insofar as they relate to the Property and are still subsisting and are capable of having effect provided that for the avoidance of doubt such rights shall be non-exclusive to the extent that the Transferor or others require the benefit of any such matters to the extent that they benefit the Retained Land or any part of it.

- (b) Save as expressly provided in this Transfer, there shall not be conferred on the Transferee by implication of law or otherwise any easement, right or privilege of any kind in respect of or over the Retained Land or any part of it, nor shall there be conferred on the Transferor by implication of law or otherwise any easement, right or privilege of any kind in respect of or over the Property or any part of it and neither section 62 of the Law of Property Act 1925 nor the rule of implied grant known as the rule in the Wheeldon-v-Burrows nor any other rule of similar effect shall apply so as to create or transfer to the Transferee or the Transferor any such easement, right or privilege.
- (c) A person who is not party to this Transfer shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

FIRST SCHEDULE

Rights granted for the benefit of the Property

- 1** The right for the Transferee and all persons authorised by the Transferee (in common with all other persons having a similar right) at all times for all purposes:-
 - (a) to go and pass and repass with or without vehicles and rubber wheeled plant for all reasonable purposes along so much of the Estate Roads as is reasonably necessary to gain access to and egress from the Property (provided that any rubber wheeled plant used for the purpose of construction works on the Property may only travel along the Estate Roads between the hours permitted by any relevant planning permission in place at the time of such entry or egress), subject always to the Transferee:
 - (i) in respect of any access by rubber wheeled plant, the user first agreeing a condition survey of the Estate Roads leading to the Property with the Transferor and the local highways authority, until such time as the Estate Roads become maintainable at public

- expense;
 - (ii) contributing a fair and reasonable proportion of the costs of maintenance and repair of the Estate Roads according to user, such contribution to costs ceasing if and so far as the Estate Roads become maintainable at the public expense;
- (b) to use the Estate Sewers for the free and uninterrupted passage of water and sewage, subject always to the Transferee contributing a fair and reasonable proportion of the costs of maintenance and repair according to user, such contribution to costs ceasing if and so far as the Estate Sewers become maintainable at the public expense;
- (c) to connect into the Service Installations and Estate Sewers subject to:
 - i) the Transferee obtaining the prior written consent of the Transferor (such consent not to be unreasonably withheld);
 - ii) there being capacity for such connection; and
 - iii) the Transferee contributing a fair and reasonable proportion of the costs of maintenance and repair according to user, such contribution to costs ceasing if and so far as the Service Installations become maintainable at the public expense,

and thereafter to the free and uninterrupted passage and running of the relevant services to and from the Property through the relevant Service Installations;
- d) to enter onto such parts of the Retained Land as may be reasonably necessary (subject to the reasonable requirements of the Transferor), on giving not less than 7 days' notice of intention to enter (except in the case of emergency when no notice shall be required) for the following purposes:
 - i) inspecting the Service Installations and Estate Sewers on the Retained Land;
 - ii) (if the Transferee has (except in the case of emergency) served written notice on the Transferor of a need for the Transferor to comply with its obligations under this transfer to repair renew and clean the Service Installations, the Estate Sewers and/or Estate Roads on the Retained Land and specifying the nature of the default and the Transferor has failed following the expiry of a reasonable period of time specified in such notice to comply with those obligations) to repair renew and clean the Service Installations, the Estate Sewers and/or the Estate Roads on the Retained Land;
 - iii) connecting into the Service Installations and/or

- Estate Sewers and/or Estate Roads pursuant to paragraph 1(c) of this Schedule;
- iv) inspecting the Estate Roads;
 - v) to enter onto so much of the Retained Land as may be necessary to repair and (if necessary) renew and replace any building or structure on the Property not otherwise reasonably accessible from within the Property;
 - vi) erecting, maintaining and repairing the fences, hedges, walls, gates or other boundary features of the Property for which the Transferee is responsible.
- e) to support and protection from the Retained Land and all buildings on it for the Property and all buildings on it.

SECOND SCHEDULE

Rights reserved for the benefit of other land

- 1** The rights (which so far as not already created are hereby reserved) of the Transferor (in common with the transferee) and all persons authorised by the Transferor including where appropriate the local authority, statutory undertaker, drainage authority and service companies responsible for the supply of water gas electricity street lighting and communication services, the owner of any other parts of the Estate and the Management Company:-
- (a) to enter upon such parts of the Property as may be reasonably necessary at all reasonable times on giving not less than 7 days' notice of intention to enter (except in an emergency where no notice of intention to enter shall be required), subject to the reasonable requirements of the Transferee, with or without workmen equipment and materials so far as may be necessary for the purposes of constructing inspecting maintaining repairing renewing rectifying cleansing decorating relaying replacing altering enlarging and removing any part of the Estate the Buildings the Service Installations the Estate Sewers Estate Roads Managed Facilities (if any);
- 2** The right to support and protection from the Property and all buildings on it for the Retained Land and all buildings on it.

THIRD SCHEDULE

Covenants by Transferee

- 1** The Transferee hereby covenants so as to bind the Property into whomsoever hands the same may come with the Transferor and also (subject to the power of the Transferor to release or vary as hereinafter contained) as a separate covenant with every other

person who is now or may become the owner of any part of the Estate that the Transferee will at all times hereafter observe and perform the covenants as set out below:

- (a) not at any time to knowingly cause damage to any of the Service Installations;
- (b) to maintain the boundary marked with a 'T' on the southern boundary of the land edged red on the Plan;
- (c) not to use the Property for any use other than for use within Class D2 of the Town and Country Planning (Use Classes) Order 1987 (as at 31 August 2020);
- (d) not to park or permit to be parked on the Property or the Estate any commercial vehicle caravan house on wheels boat or trailer whatsoever except that vehicles delivering or collecting goods may be parked temporarily but in no event may goods vehicles lorries or similar vehicles be parked or allowed to remain on the Property or the Estate overnight;
- (e) not to cause or permit anything to be done on the Property or the Estate that shall be or become a legal nuisance to any part of the Estate or its occupiers;
- (f) not to obstruct place allow any obstruction to remain on or to render access or maintenance more difficult to the Estate Roads;
- (g) not to do anything in or upon the Property which would contravene any relevant conditions contained in any planning permission granted to the Transferor to enable the Transferor to develop the Estate
- (h) Not to transfer the Property without contemporaneously with such transfer requiring the transferee thereof to enter into the Deed of Covenant;

FOURTH SCHEDULE
Covenants by Transferor

- 1** The Transferor hereby covenants so as to bind the Retained Land into whomsoever hands the same may come with the Transferee and also (subject to the power of the Transferee to release or vary as hereinafter contained) as a separate covenant with

every other person who is now or may become the owner of any part of the Property that the Transferor will at all times hereafter observe and perform the covenants as set out below:

- (a) if the Transferee exercises its rights under paragraph 1(d)(ii) of the First Schedule to reimburse the Transferee a fair proportion of any reasonable and proper costs which the Transferee incurs in repairing renewing and cleaning the Service Installations and/or the Estate Sewers on the Retained Land;
- (b) in exercising the rights reserved by paragraph 1(a) of the Second Schedule to cause as little damage as reasonably possible to the Property and within a reasonable timeframe thereafter to make good any damage so caused to the reasonable satisfaction of the owner for the time being of that part of the Property affected by the exercise of those rights; and
- (c) to clean and keep in reasonable repair (and renew when reasonably necessary) until adopted (if at all) the Service Installations, the Estate Sewers and the Estate Roads on the Retained Land.

FIFTH SCHEDULE
Deed of Covenant

THIS DEED OF COVENANT is made the day of

BETWEEN

(1)of
("the Seller")

(2)of
("the Buyer")

WHEREAS:

(A) BY a Transfer ("the Transfer") dated the [] day of [] 2025 made between Vistry Partnerships Limited ("the Company") (1) and Lyneham and Bradenstoke Parish Council ("the Original Buyer") (2) the Company transferred the Property to the Original Buyer for an estate in fee simple subject as therein contained and subject to the maintenance of the

southern boundary upon the terms and conditions herein contained;

- (B) THE Transfer contains a covenant by the Original Buyer not to transfer the Property without simultaneously obtaining the execution of a Deed of Covenant by the Buyer in the form of this Deed of Covenant

NOW THIS DEED WITNESSETH as follows: -

1. DEFINITIONS AND INTERPRETATION

In this Deed unless the context so admits the definitions interpretations agreements and declarations contained in the Transfer shall mutatis mutandis apply hereto as though they were set out in full herein

2. COVENANT

The Buyer(s) hereby covenant(s) with the Seller that as from the date of the transfer to the Buyer(s) of the Property the Buyer(s) will observe and perform the covenant at paragraph 1(b) of the Third Schedule of the Transfer

Signatory

SIGNED AS A DEED by the said

[]

in the presence of: -

Witness to Signature of the BUYER

Signature

Name (in BLOCK CAPITALS)

Address

.....

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.

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 4.

13 Execution

EXECUTED AS A DEED by Vistry Partnerships Limited acting by its attorneys under a Power Of Attorney dated

In the presence of:-

Attorney (1)
(Signature)

Attorney (1) Name:
(Please print name in capitals)

Witness:
(Signature)

Witness Name:
(Please print name in capitals)

Witness Address:

Attorney (2).....
(Signature)

Attorney (2) Name:
(Please print name in capitals)

Witness:
(Signature)

Witness Name:
(Please print name in capitals)

Witness Address:

EXECUTED AS A DEED
by Lyneham and
Bradenstoke Parish
Council acting by two
Councillors in the
presence of the Clerk

Councillor's Signature 

Councillor's Name FRANK BALL

Councillor's Signature 

Councillor's Name DAVID LEUTY

Clerk's Signature *Elizabeth A. Martin*
Clerk's Name ELIZABETH A. MARTIN
Clerk's Address IVY HOUSE, 72 THE GREEN
POULSHOT, WILTSHIRE
SN10 1RT

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.

NOTES

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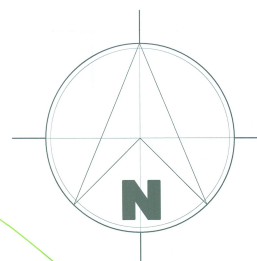
C1: 07.11.24 - JTH - DC:
Drawing Issued

C2: 11.09.25 - DC:
T marks added to D2 land

C3: 22.07.26 - DC:
Estate edged in green in accordance with
Land Reg. instruction

Julia Davies
JULIA DAVIES of Burges
Salmon LLP for and on
behalf of Lyneham and
Braddestoke Parish Council
with their express authority.

-  Land allocated for D2 use purposes
-  Housing Association Allocated Plots
-  Adoptable Highway
-  Management Company Allocated Road
-  Management Company Allocated Landscaping



DRAWING TITLE

Conveyance Plan -
D2 Land Allocation

PROJECT

Land at Pound Farm, Lyneham

CLIENT

Vistry Partnerships

SCALE

1:500@A1

DATE

Nov 2024

DRAWING NO.

REV

6756-W-5151

C3

Quattro
design architects

Gloucester | London | Cardiff
Registered Office: Matthews Warehouse, High Orchard Street,
Gloucester GL2 5QT