

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).

Complete as appropriate where the transferor is a company.

Give full name(s).

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: DY448072
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Eastfields Farm Church Street Netherseal Swadlincote DE12 8DF The property is identified ☒ on the attached Plan 1 and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date: 12 September 2025
5	Transferor: RICHARD MICHAEL ADEY, ROBERT EDWARD ADEY, MICHAEL JOHN DONALD ADEY and JOAN EDITH ADEY <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:
6	Transferee for entry in the register: HCM PROPERTY DEVELOPMENT LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11703342 <u>For overseas companies</u> (a) Territory of incorporation:

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.

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.

(b) Registered number in the United Kingdom including any prefix:

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

25 Victoria Road, Ibstock, Leicestershire, United Kingdom, LE67 6AA

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):

[REDACTED]

☐ 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

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

12.1 Definitions

In this transfer the following terms shall have the meanings specified.

'Boundary Structure' means any wall fence hedge tree retaining wall or other structure on any boundary of the Property;

'Development' means the residential development of the Property in accordance with the Planning Permission.

'Electric Gates' the gates to be erected at the entrance to the Development and serving the Property and the Retained Land

'Electricity Cable' the electricity cable serving the Property on the Retained Land marked in an approximate location with a orange dashed line on Plan 3

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No. AR100020449. Landmark Ref. LIG0816

Revisions :



Land Registry Compliant Plan

Scale 1:1250



Indicative North



DAVID GRANGER
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Project

Title

Client

Date

Scale (at A4) As Shown

Land Registry Compliant Plan

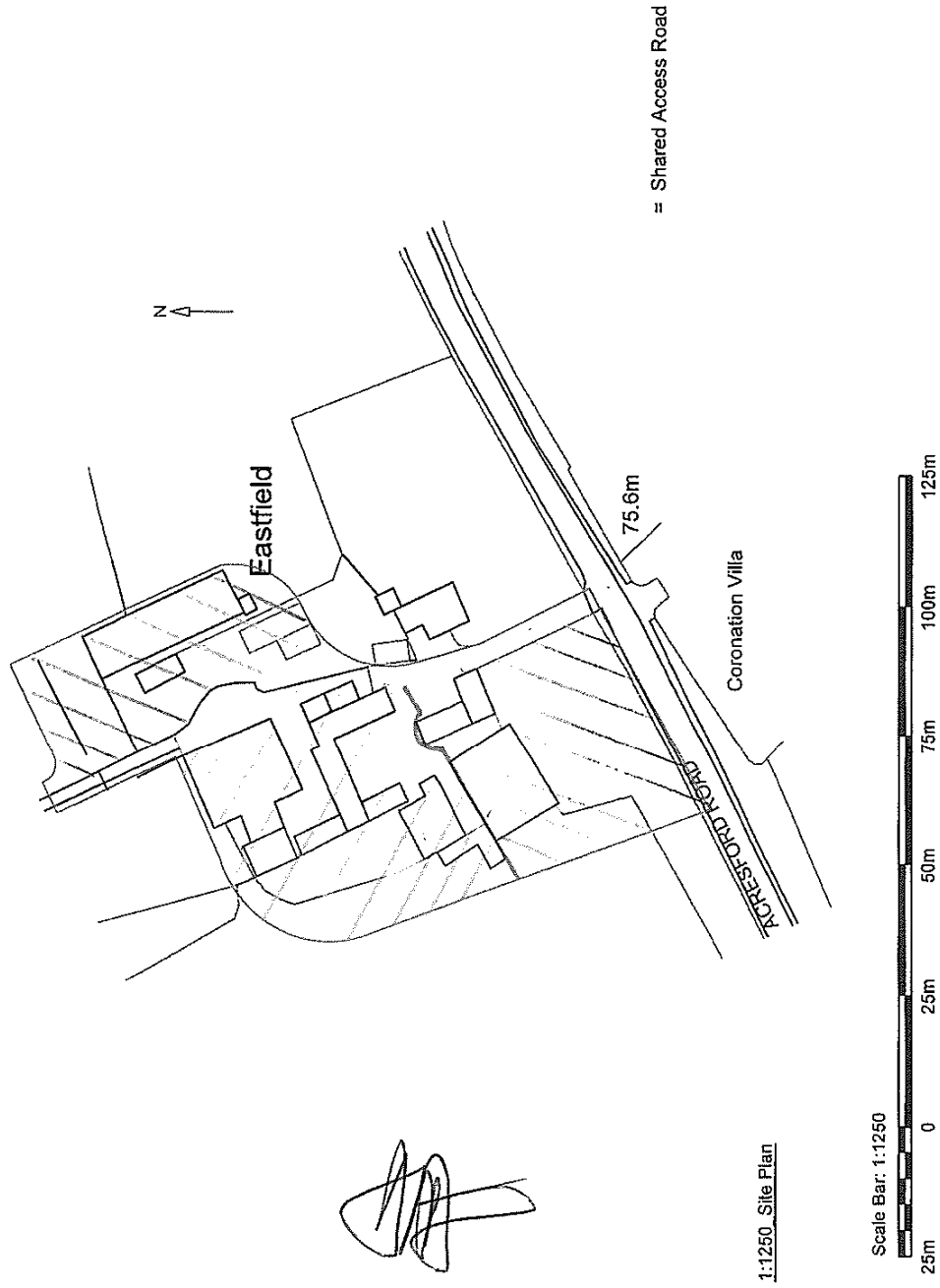
East Fields Farm, Acresford Rd, Netherseal

Adey Farming Ltd

May 2025

Drawing No. 22.4155.33

Registry Plan Eastfields-Farm-Church-Street-Netherseal-Swadlincote-Derbyshire-DE12-8DF



Plan 2

'The Plan' means the plan annexed to this transfer and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered.

'Planning Permission' means the planning permissions referenced DMPA/2024/0504 and DMPA/2024/1240 and issued by South Derbyshire District Council authorising the residential development of the Property and any other variation or amendments to the existing planning permissions

'Relevant Authority' means all statutory corporations local or other authorities and all bodies exercising statutory rights powers or obligations which will include but not limited to highway planning drainage water electricity gas and telecommunications suppliers and any other authority or body or company to which the powers of such authority body or company are delegated;

'The Retained Land' means all the land (except the Property) now or formerly comprised within title number DY448072

'Service Media' means the existing and future, wires, cables, fibres, ducts, flues, conduits, drains, sewers, ditches, watercourses and other service media designed for the passage of water, soil, gas, electricity, telephone, data and communications and other services (as the case may be) and any structure designed for the housing or storage of plant, machinery and equipment to be used in connection with such service media including but not limited to any electricity sub-station now or to be constructed on the Retained Land or the Property;

'Shared Access' means the private access shown coloured blue on Plan 1 which is not intended to become a public highway

'Visibility Splays' means such areas within the Retained Land as shall be required to be retained as sight line areas in connection with their requirements in connection with the development of the Property by reference to planning drawing 24.4391.42 B

12.1.2 Words importing one gender shall be construed as importing any other gender.

12.1.3 Words importing the singular shall be construed as importing the plural and vice versa.

12.1.4 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.

12.1.5 Where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons.

12.1.6 The panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation.

12.1.7 Any reference to a clause is to one so numbered in this panel unless otherwise stated.

12.1.8 Any reference to a colour or letter is to one on the Plan.

12.2 Declarations

It is agreed and declared by the Transferor and the Transferee as follows:

- 12.2.1 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows do not apply to this Transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land except for those expressly granted or reserved by this Transfer.
- 12.2.2 The expressions the 'Transferor' and the 'Transferee' include their respective successors in title unless specifically excluded.
- 12.2.3 The singular includes the plural and the masculine includes the feminine and vice versa and where there are two or more persons included in the Transferee any obligation or agreement in this deed will bind them both individually and jointly.
- 12.2.4 For the benefit and protection of the Retained Land and so as to bind the Property or any part or parts thereof into whosoever hands the same come the Transferee covenants with the Transferor that the Transferee and those deriving title under it will at all times hereafter observe and perform the obligations set out in Clause 12.5 and Clause 12.6.
- 12.2.5 For the benefit and protection of the Property and so as to bind the Retained Land or any part or parts thereof into whosoever hands the same come the Transferor covenants with the Transferee that the Transferor and those deriving title under it will at all times hereafter observe and perform the obligations set out in Clause 12.7 and Clause 12.8.
- 12.2.6 Any person exercising the rights in clauses 12.3 and 12.4 will not do so unreasonably and will cause as little damage and inconvenience as reasonably possible and will repair any damage caused as quickly as possible. Any rights of entry on land shall be exercised only upon reasonable notice and at reasonable times (except in cases of emergency when no notice shall be required)
- 12.2.7 All Boundary Structures separating the Property and the Retained Land (except those marked with an inward or outward 'T' on Plan 1) are party Boundary Structures and are to be maintained accordingly.
- 12.2.8 The use of the Electricity Cable, Shared Access, Service Media and any other things now or to be constructed intended for shared use by the Transferee and any owners of the Retained Land is conditional on paying a fair proportion of the costs

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

incurred in their inspection maintenance and renewal. Any dispute about the amount to be paid will be settled by the written certificate of an independent surveyor acting as an expert appointed by agreement between the parties to the dispute or failing agreement by the President of the Royal Institution of Chartered Surveyors on the application of any party to the dispute

- 12.2.9 The parties shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of the Retained Land or the Property.

12.3 Rights granted

The following rights are granted to the Transferee and all others authorised by the Transferor (in common with all other persons having a similar right).

- 12.3.1 The right to the free passage of electricity to and from the Property in and through the Electricity Cable now or in the future are laid in, through, upon, over or under the Retained Land
- 12.3.2 The right at all convenient times and upon not less than 1 weeks' notice to enter upon the Retained Land to install and thereafter use the Electricity Cable subject to obtaining all requisite consents and approvals of the Relevant Authority.
- 12.3.3 The right of support and protection to the Property from the Retained Land SAVE THAT the Transferor is permitted to continue normal farming practises on the Retained Land

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

12.4 Rights reserved

Except as mentioned below these rights are reserved to the Transferor for the benefit of the Retained Land and of any other persons authorised by them or by the Transferor.

- 12.4.1 The right to pass and repass at all times and for all purposes connected with the use of the Retained Land with or without vehicles (including agricultural vehicles but only in the case of an emergency) over the Shared Access

12.4.2 Rights of support and protection from the Property for any land or buildings adjoining the Property.

12.4.3 The right following the construction of the Service Media on the Property to connect to and use the Service Media together with the right (upon reasonable prior written notice) to enter upon the Property (excluding any part comprising a dwelling and its curtilage) but only so far as strictly necessary with workmen, plant and machinery for the purpose of connecting into the Service Media and thereafter use the Service Media SAVE THAT any such connections can only be made to the extent that there is capacity therefor and the Transferee shall not be obliged to oversize the Service Media.

Include words of covenant.

12.5 Transferees restrictive covenants

The Transferee so as to bind the Property and each and every part and to benefit the Retained Land and each and every part covenants with the Transferor to observe and perform the following covenants restrictions and stipulations and conditions but not so as to render the Transferee personally liable for any breach after he has disposed of his legal interest in the Property.

12.5.1 Not to do or permit or suffer to be done on the Property anything which may be or become a nuisance or annoyance or cause damage to the Transferor or to the owners tenants or occupiers of any adjoining or neighbouring property PROVIDED THAT the development and use of the Property for residential purposes shall not be a breach of this covenant.

12.5.2 Not to park on or obstruct the Shared Access, save for during the residential development of the Property.

12.5.3 Not to allow any matter or articles to pass into the foul drainage system which might damage the Service Media

12.5.4 Not to construct more than four residential dwellings on the land hatched green and blue on the attached Plan 2

12.5.5 Not to construct more than ^{two} ~~one~~ residential dwellings on the land hatched orange on the attached Plan 2 unless the provisions of an overage agreement dated 12/09/15 and made between (1) the Transferor and (2) Transferee have been complied with ^{three copies} ~~SAVE~~ THAT no more than two residential dwellings shall be constructed on the land hatched orange in the event the aforementioned agreement is complied with. ^{three (CTW)}

- 12.5.6 Not to erect any further buildings or structures on the Property (for the avoidance of doubt this clause operates to prohibit extension(s)) SAVE THAT the usual outbuildings, sheds, greenhouses erected pursuant to the Planning Permission shall not be considered a breach of this covenant
- 12.5.7 Not to park any boats caravans or similar house on wheels on the Property other than within any garage erected pursuant to the Planning Permission
- 12.5.8 Not to dispose of the whole or any part of the Property without ensuring the owner of the Property enters into a direct deed of covenant with the owner of the Retained Land to comply with clause 12.6.1-12.6.4 of this transfer or that the owner of the Retained Land confirms that the covenants no longer apply having been substantially performed. The Transferor agrees that notice of such deed of covenant need only be served at Eastfield Farm Church Street Netherseal Swadlincote DE12 8DF in perpetuity.

Include words of covenant.

12.6 Positive covenants by the Transferee

12.6.1 The Transferee covenants with the Transferor:

- 12.6.1.1 To maintain repair and renew at the Transferee's sole cost any Boundary Structure on any boundary of the Property marked with an inward 'T' on Plan 1 (if any) adjoining the Retained Land. The boundary shall be a post and rail fence save for where set out below
- 12.6.1.2 To construct and thereafter keep in good condition the Shared Access
- 12.6.2 To develop the Property in accordance with the Planning Permission
- 12.6.3 The Transferee covenants to erect Electric Gates on the Property at point A on Plan 1 and shall thereafter maintain these in a workable and suitable condition to facilitate access to the Property and the Retained Land.
- 12.6.4 The Transferee covenants to erect a 16 foot metal gate on the Property at point B on Plan 1.

12.7 Transferor's restrictive covenants

The Transferor so as to bind the Retained Land and each and every part and to benefit the Property and each and every part covenants with the Transferee to observe and perform the following covenants restrictions and stipulations and conditions

but not so as to render the Transferor personally liable for any breach after he has disposed of his legal interest in the Retained Land.

- 12.7.1 Not to park on or obstruct the Shared Access or pass over the Shared Access with agricultural vehicles or equipment which is likely to damage the Shared Access (except in an emergency)
- 12.7.2 Not to do anything which might damage or interfere the Service Media.
- 12.7.3 Not to erect or place or permit to be erected or placed any building, tree, shrub or other structure on the Visibility Splays.
- 12.7.4 Not to dispose of the whole of the Retained Land without ensuring the owner of the Retained Land enters into a direct deed of covenant with the owner of the Shared Access to comply with clause 12.8.1 of this transfer.

12.8 Positive covenants by the Transferor

- 12.8.1 To contribute on demand a fair proportion of the cost of inspecting repairing constructing and renewing the Shared Access which serve the Retained Land jointly with the Property;
- 12.8.2 To grant such further rights and easements to and/or enter into such covenants as shall be required by the Relevant Authority providing services to the Property and/or as may be required by a Relevant Authority in connection with the development of the Property and to join as land owners in any deed or agreement as may be required.
- 12.8.3 To allow such works to be carried out to the Electricity Cable if necessary to ensure it is of sufficient capacity to serve the Property when fully developed and the Retained Land.
- 12.8.4 To maintain repair and renew at the Transferor's sole cost any Boundary Structure on any boundary of the Property marked with an outward 'T' on Plan 1 (if any) adjoining the Property.

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.

12 Execution

SIGNED as a DEED by the said
RICHARD MICHAEL ADEY
in the presence of

SIGNED as a DEED by
ROBERT EDWARD ADEY
in the presence of

SIGNED as a DEED by
MICHAEL JOHN ADEY
in the presence of

SIGNED as a DEED by
JOAN EDITH ADEY
in the presence of

(CCTW)
EXECUTED

SIGNED as a DEED by
HCM PROPERTY DEVELOPMENTS LIMITED
Acting by
A director
in the presence of

E. Stephen
30 South Street Arbury de la Zoull

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.