

ANNEX 1

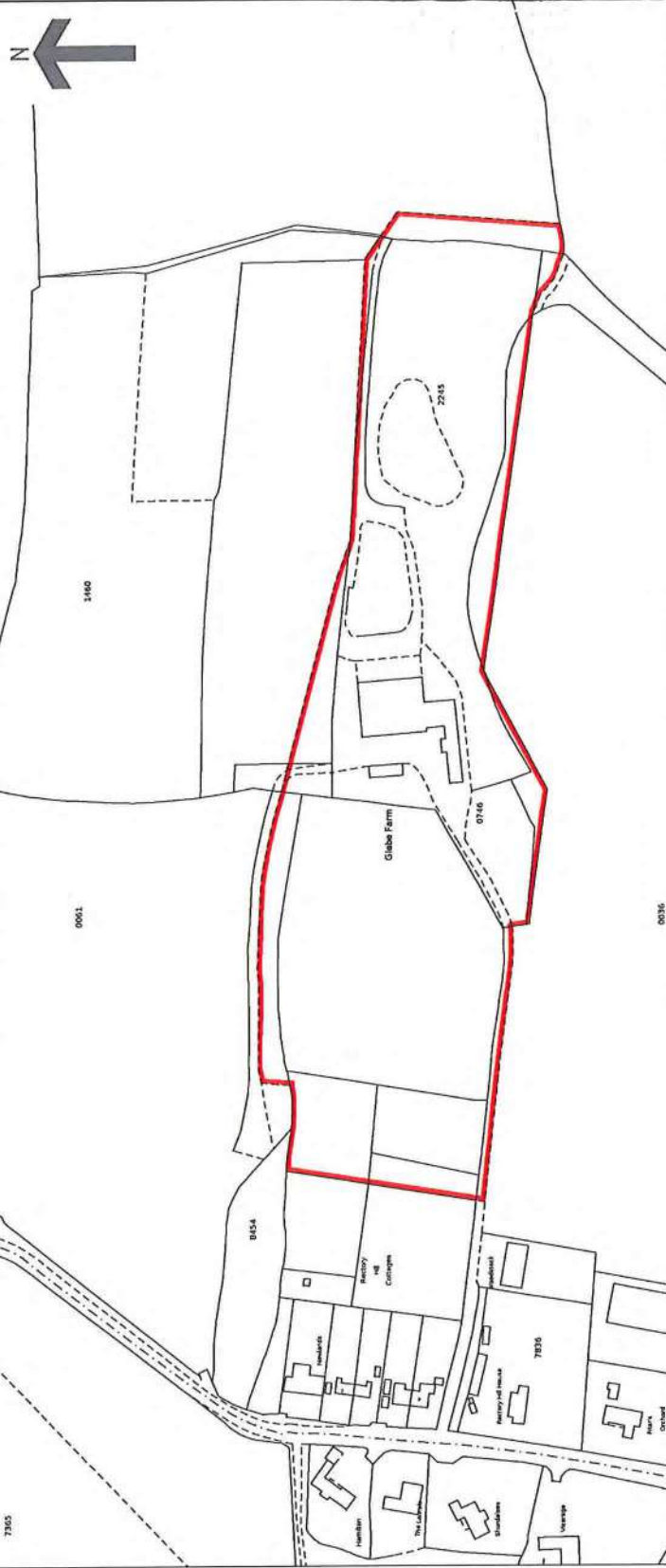
Plan 1

HM Land Registry Current title plan

Title number **HP635874**
Ordnance Survey map reference **SU2627NW**
Scale **1:2500**
Administrative area **Hampshire : Test Valley**



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This title is dealt with by HM Land Registry, Weymouth Office.

ANNEX 2

Site Layout Plan

REVISION NOTES

Rev	Date	Description	Drawn	Check
-----	------	-------------	-------	-------



- Key:
- 2.5m wide strip allocated to public footpath.
 - Land to be given over to West Typhery Parish Council
 - Land to be retained by applicant
 - Land allocated for drainage field - No Development

25706



1 0 Land allocation drawing
Scale 1:1000

Project
Glebe Farm
Glebe Farm, Rectory Hill, West Dean, Salisbury, SP5 1JL

Client

Principal Estates

WLA

WLA WilliamsLester.

1 The Lane, Bournemouth, Dorset, BH1 1AA
www.williamslester.com

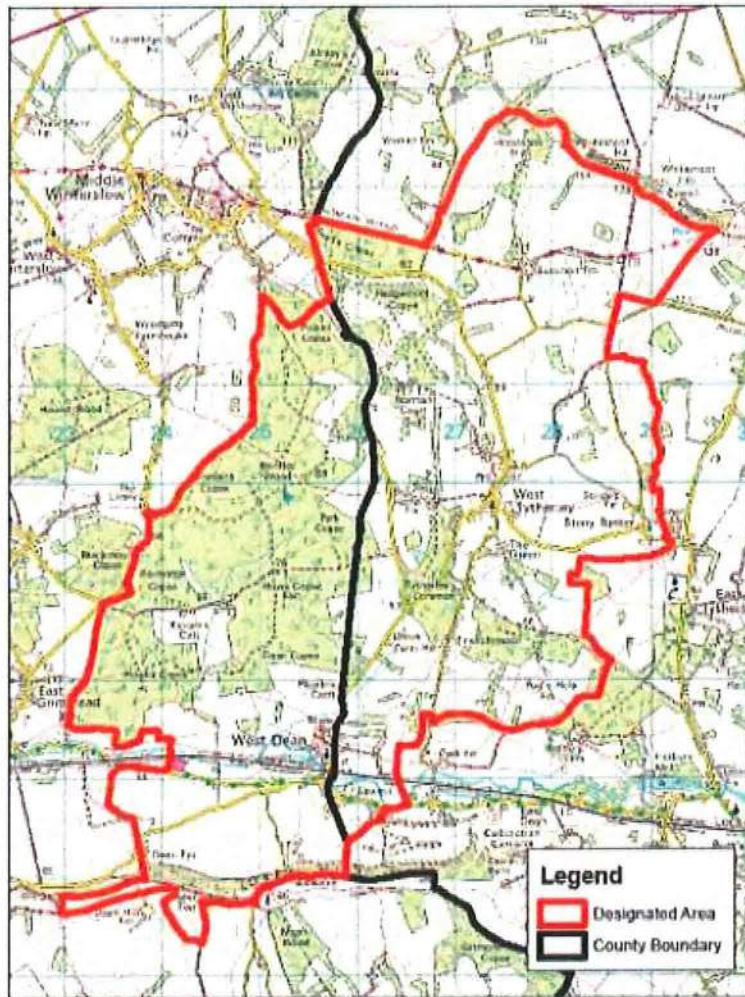
Title
Land allocation drawing

Scale	A2 @ 1:1000
Revision	Developed Design
Drawn by	For Information
Check by	6186-WLA-XX-ZZ-DR-A-0200-A
Project	Address: Dore Hill 188 Glebe Farm, West Dean, Salisbury SP5 1JL - City Model.rvt
Plot date	13/02/2023 17:53:37

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ANNEX 3

Plan from Neighbourhood Plan



Designated Area



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ANNEX 4A

Sale Notice

TO: Head of Housing

Test Valley Borough Council

Council offices

Weyhill Road

Andover

Hampshire SP10 3AJ

Property: [insert relevant DMU address]

Relevant definitions contained in the below mentioned s.106 Agreement shall apply to this Sale Notice.

I/we give you notice in accordance with the provisions of Section D of Part 1 of the First Schedule of the Agreement made under s106 of the Town and Country Planning Act 1990 on [] made between (1) [] (2) and [] (3) ("the Deed").

That I/we wish to sell the above property at the Maximum Selling Price calculated as follows.

[Or in the case of the final Sale Notice

That I/we wish to sell the above property at the Agreed Open Market Value calculated as follows.]

[delete as necessary]

Estate Agent's Valuation number 1 (copy attached) £

Estate Agent's Valuation number 2 (copy attached) £

Estate Agent's Valuation number 3 (copy attached) £

Average of Estate Agent's Valuations (being the Agreed Open Market Value) £

OR

Open Market Valuation (copy attached and being the Agreed Open Market Value) £

Maximum Selling Price = the Agreed Open Market Value less Percentage Discount
[of 30%]

Maximum Selling Price Calculation: £

And

I/we request the Council within five (5) Working Days of the date of this Sale Notice:

(a) if this is a Sale Notice served under Paragraph 3 of Section D of Part 1 of the First Schedule to the Agreement to provide the Nominees List

(b) to provide either confirmation that the Maximum Selling Price and/or Agreed Open Market Value proposed in this Sale Notice is accepted or rejected and if rejected proposals for agreeing the same or applying the Dispute Resolution Procedure.

[Or in the case of a final Sale Notice

I/we request the Council within five (5) Working Days of the date of this Sale Notice to provide confirmation that the Agreed Open Market Value proposed in this Sale Notice is accepted or rejected and if rejected proposals for agreeing the same or applying the Dispute Resolution Procedure]

Date:

Signed:

[Owner's full name(s) and address]

ANNEX 4B

Disposal Notice

:

TO: Head of Housing & Environmental Health

Test Valley Borough Council

Beech Hurst

Weyhill Road

Andover

Hampshire SP10 3AJ

Property: [insert relevant DMU address]

We give you notice in accordance with the provisions of Section E of Part 1 of the First Schedule to the Agreement made under s106 of the Town and Country Planning Act 1990 on [insert date of deed] made between (1) and [] (2) and [] (3) that we are selling the above property in accordance those provisions.

Date:

Signed:

[Mortgagee in Possession full name(s) and address]

ANNEX 4C

Deed of Adherence

TO: Head of Legal and Democratic Services

Test Valley Borough Council

Beech Hurst

Weyhill Road

Andover

Hampshire SP10 3AJ

Property: [insert relevant DMU address]

Transfer dated: [insert date of completion of Disposal of relevant DMU]

Parties: [insert names of the Buyer and the Seller]

As the Buyer(s) of the above property I/we (jointly and severally) covenant with the Council :

to observe and perform the Owner's Disposal Covenants as set out in Section B of Part 1 of the First Schedule to the Agreement made under S106 of the Town and Country Planning Act 1990 on [] made between (1) [] (2) ("the Deed");

Not to Dispose of the DMU other than in accordance with the DMU Sale Scheme Terms contained in Section D of Part 1 of the First Schedule to the Deed; and

on request to supply to the Council such information as it may reasonably require to enable the Council to satisfy itself that the provisions of the Deed are being complied with

Date:

Signed as a Deed by

(Buyer(s))

In the presence of:

ANNEX 5

DMU Application Form

Discount Market Application Form – Glebe Farm, West Dean

Discount market properties are sold at below market value, at 70% of open market value for this development. They are a form of subsidised affordable housing, and purchasers must meet certain eligibility criteria to purchase the dwellings.

The main eligibility criteria for purchasing discount market homes on this specific site are:

- Household income of less than £80,000 (gross)
- First time buyer*
- Local connection to West Dean, West Tytherley, Frenchmoor or Buckholt. If, after a marketing period of no less than 3 months, there are insufficient applicants with a local connection to those parishes, the local connection criteria will cascade out to the whole of Test Valley

Village local connection is defined as follows:

- Ordinarily resident in the village/parish
- Previously ordinarily resident in the village/parish prior to the date of allocation and has family who ordinarily reside there.
- Employment – current or to take up permanent employment in village/parish
- To support or be supported by member of family ordinarily resident in the village/parish.

*Some exceptions may apply. In the event that there are no offers from purchasers who meet all three of the eligibility criteria, then applicants who do not fully meet the first time buyer criteria may be considered. Please refer to the Housing Development team for further information.

This is not a shared ownership scheme and even though there is a discount on the sale price, the purchaser still owns 100% of the property. Discount Market homes are subject to a S106 Planning Obligation which is a legal agreement which specifies who would qualify to buy the discount market home and at what price.

If/when you come to sell the discounted property, the saving is passed on to the next buyer so that the property remains affordable in perpetuity.

Before buying a discount market home it is advisable to ensure that you are fully aware of your obligations to sell to a qualifying purchaser, at the same level of discount, in the event that you sell the property in the future. The obligation will be set out as a charge against the property in the Deeds.

A discount market home shall be your main residence and cannot be purchased as an investment property to let.

Your Privacy

We ask for the information in this form to assess your eligibility to apply to purchase a Discount Market Home and to ensure that we can assist you in the best possible way. The information you provide to us may be used within the Housing Team to contact you with other related information that may be of interest to you. It will not be shared outside of the Housing Team or for any other reason. Without this information, we may be unable to assist you. You may withdraw your application at any time by e-mailing:

HousingDevelopmentTeam@testvalley.gov.uk

First Applicant

Title	
First name(s)	
Surname	
D.O.B	
Address	
Postcode	
Is this owned/rented/parents	
Contact number	
Email	
Are you registered on the Council's housing register (Hampshire Home Choice - HHC)?	
If yes to the above, what is your HHC reference number?	
Employment status (full time/part-time/self-employed etc)	

Employer's name and address	
Annual gross income Evidence will be required in the form of: Payslip or bank statement, or signed off accounts (for self employed)	
Do you have a local connection to West Dean, West Tytherley, Frenchmoor or Buckholt? Please refer to the final page of this form for the evidence required to support this	
Do you have a local connection to any other area within Test Valley? Evidence will be required as above	
Do you or anyone applying with you as a joint applicant currently own a property (are listed on the title deeds) in the UK or abroad? If yes, please provide further details	
Have you or anyone applying with you as a joint applicant previously owned a property in the UK or abroad? If yes, please provide further details	
If you have a property to sell, what equity is likely to be available after clearing any mortgage?	

Joint applicant

Title	
First name(s)	
Surname	
D.O.B	
Address	
Postcode	
Is this owned/rented/parents	
Contact number	
Email	
Are you registered on the Council's housing register (Hampshire Home Choice - HHC)?	
If yes to the above, what is your HHC reference number?	
Employment status (full time/part-time/self-employed etc)	
Employers name and address	
Annual gross income Evidence will be required in the form of: Payslip or bank statement, or signed off accounts (for self employed)	

Do you have a local connection to West Dean, West Tytherley, Frenchmoor or Buckholt? Please refer to the final page of this form for the evidence we will require to support this	
Do you have a local connection to any other area within Test Valley? Evidence will be required as above	
Do you or anyone applying with you as a joint applicant currently own a property (are listed on the title deeds) in the UK or abroad? If yes, please give details	
Have you or anyone applying with you as a joint applicant previously owned a property in the UK or abroad? If yes, please give details	
If you have a property to sell, what equity is likely to be available after clearing any mortgage?	

Details of the property you wish to purchase

Property Address	
Type e.g. house/flat	
Number of bedrooms	
Open market sales value	
Discounted sale price	

Is this a re-sale or new build?	
Estate Agents name	
Estate Agents Office location	
Will this property be your main/principal home?	

I confirm and declare that all statements and information provided in this application form are true and accurate

Signed First Applicant	
Date	
Signed Second Applicant	
Date	

A discount market home shall be your main residence and cannot be purchased as an investment property to let.

Please return completed form to:	HousingDevelopmentTeam@testvalley.gov.uk
Contact numbers for the Housing Development Team:	01264 368378 / 01264 368706

Evidence required to demonstrate local connection to West Dean, West Tytherley, Frenchmoor or Buckholt

Residency

- A recent letter showing your current name and address **or**
- A letter showing your previous name and address and a recent letter showing the close family member's name and address together with proof of the family connection in the form of birth certificates/marriage certificates

Employment

- A copy of your employment contract and a recent payslip **or**
- A copy of your firm offer of employment **or**
- A copy of your HMRC self-assessment

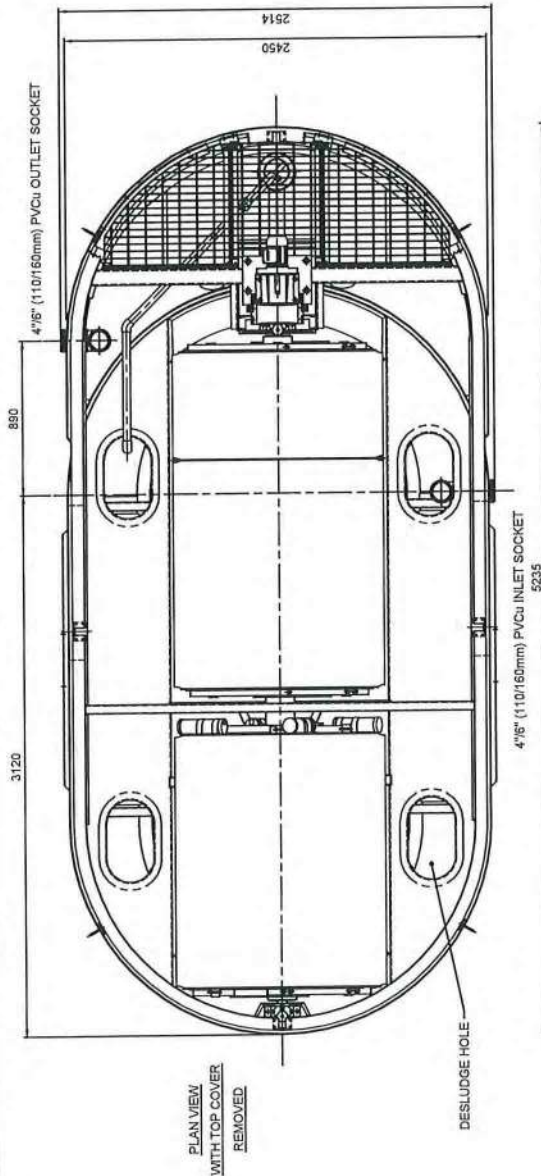
Family Support

- A letter from the family member who you support/are supported by showing their name and address and detailing the support provided. These will be reviewed on a case by case basis and further information is likely to be required

Please submit the relevant documents from the list above with your application.

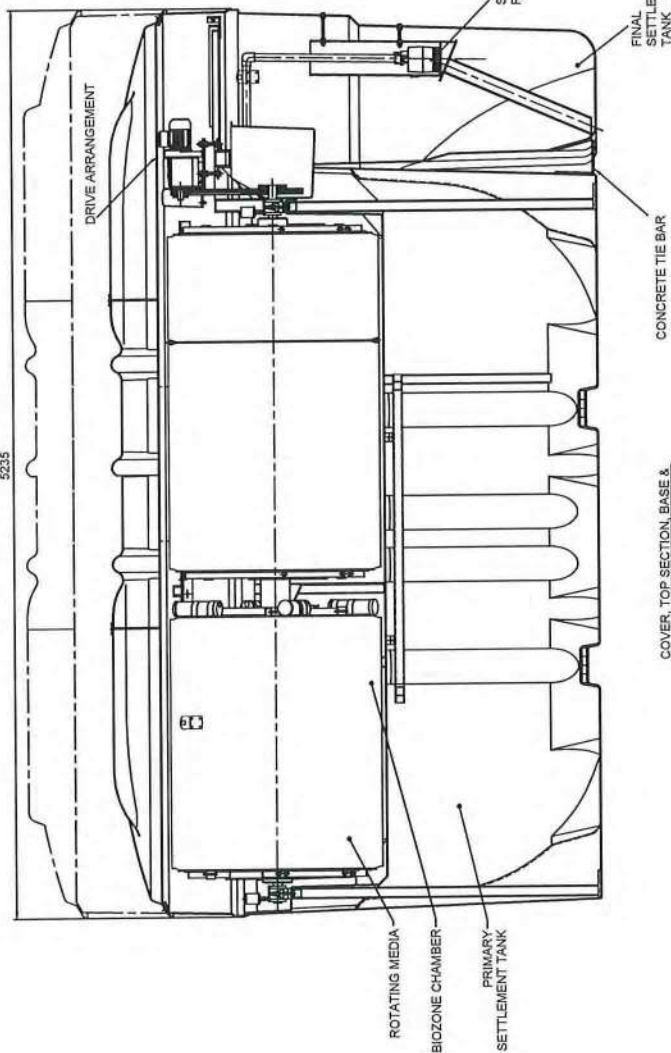
ANNEX 6

Treatment Plant Specification



NOTES

1. BIODISC TANK AND COVER ARE MANUFACTURED IN GLASS REINFORCED POLYESTER (G.R.P.). COVER IS FINISHED IN GREEN TO B.S.4800 TINT 12.8.25
2. ELECTRICAL SUPPLY: 240 VOLTS, 2amp. SINGLE PHASE (THREE PHASE OPTIONAL) CONTROL PANEL SUPPLIED.
3. BIODISC MUST BE LIFTED BY THE LIFTING POSITIONS PROVIDED.
4. FOR INSTALLATION, MAINTENANCE AND DESLUDGE DETAILS REFER TO PROCEDURE DOCUMENTS SUPPLIED WITH UNIT.
5. 600 INLET INVERT UNIT OPTION SHOWN. 1100 INLET INVERT / 1185 OUTLET INVERT OPTION AVAILABLE.



LOCKABLE HINGED COVERS

COVER, TOP SECTION, BASE & BIOZONE TANK SECTIONED ON CENTRE LINE FOR CLARITY.

APPROX. DRY WEIGHTS (Kg)	
600mm INVERT	1660
1100mm INVERT	1825

6	17.03.25	TGY	EON 2130
5	13.03.19	TK	1100 INVERT ADDED
4	01/12/17	WMD	CCH410 - LIFTING INSTRUCTIONS MODIFIED
3	24/04/15	LS	CC1235 - INLET / OUTLET DIMS FOR BD-BL BIODISC'S
2	19/11/12	LS	CC1014
1	17.05.10	J.C	INITIAL ISSUE CCH41
ISSUE	DATE	BY	MODIFICATION

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ALL DIMENSIONS ARE IN MILLIMETRES - DO NOT SCALE

TITLE

BG BIODISC
GENERAL
DIMENSIONS

SCALE 1:15

SHEET SIZE A1

DRAWING NO. DS0499P

6

THIS DRAWING IS THE PROPERTY OF KINGSSPAN WATER & ENERGY. IT IS TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. IT IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF KINGSSPAN WATER & ENERGY.

ANNEX 7

Maintenance Plan (Treatment Plant)

ANNEX

Maintenance Plan

This Maintenance Plan is in addition to any terms and conditions, and servicing and maintenance requirement(s) provided in the User Guide. References in this Maintenance Plan to "the s106 Agreement" mean the s106 Agreement to which this Maintenance Plan is appended, and expressions used in this Maintenance Plan shall have the same meaning as in the s106 Agreement.

1. That following installation of the Treatment Plant as stipulated in the s106 Agreement the Treatment Plant shall be serviced and maintained annually by a professional wastewater treatment servicing agent at least once a year
2. To ensure that a log of any service carried out is made within the service book and/or log book provided by the manufacturer or such service book and/or log book that is acceptable to the manufacturer of the Treatment Plant
3. To ensure that the Treatment Plant is kept always in a good state of repair so as not to void the warranty provided by the manufacturer of the Treatment Plant and/or as stated in the User Guide
4. To readily make available for inspection within 7 Working Days the service book and/or log book if requested to be provided by the Council
5. To replace the Treatment Plant if and when necessary in accordance with the terms of the s106 Agreement so as to ensure continued compliance with the obligations stated in the s106 Agreement

ANNEX 8

Nitrate Mitigation Management Plan

PLANNING APPLICATION

23/02082/FULLS



Glebe Farm, Rectory Hill, West Dean, Salisbury, Wiltshire,
SP5 1JL

“Construction of eleven dwellings (Comprised of 5 affordable dwellings, 2 self-build plots, and 4 detached dwellings) with associated parking, access, landscaping works and installation of package treatment plant”

**TREE PLANTING AND MAINTENANCE PLAN FOR NITRATE MITIGATION
LAND**

Management plan for the land removed from grazing at Glebe Farm, Rectory Hill, West Dean, Salisbury, Wiltshire, SP5 1JL

This document is provided in relation to and/or accompanies the following:

- Planning application number 23/02082/FULLS
- Plan number GF-25-001-1100-NMP
- Landscape plans 1086-DLA-XX-ZZ-DR-L-2000-P01-Planting Plan_Trees
- Landscape plans 1086-DLA-XX-ZZ-DR-L-2001-P01-Planting Plan Hedges and Wildflower
- Landscape management plan : 1086-DLA-XX-ZZ-MP-0001 Glebe Farm_LMP
- Landscape plant schedule 1086-DLA-XX-ZZ SC-0001 Plant Schedule P02

The areas coloured yellow on plan number GF-25-001-1100-NMP are to be removed from grazing use in perpetuity. This land will be planted with the species denoted on the landscape plans.

Plan Overview & Summary:

1. Purpose of the Plan

The purpose of this plan is to ensure that the designated Nitrate Mitigation Land (NML) is permanently taken out of agricultural use and managed in a way that prevents nutrient runoff, thereby mitigating nitrate pollution impacts on surrounding land and watercourses.

2. Land Use Restrictions

- **Cessation of Agriculture:** The land will be permanently withdrawn from arable, horticultural, or intensive livestock uses prior to the first occupation of the development.
 - **Prohibition of Fertiliser/Pesticides:** No application of chemical fertilisers, organic manures, or pesticides will be permitted.
 - **No Ploughing or Reseeding:** The land will not be cultivated, ploughed, or reseeded for commercial crops.
-

3. Management Measures

- **Habitat Creation/Restoration**
 - Establish permanent grassland, wildflower meadow, wetland, or woodland (depending on site suitability).
 - Plant native species to encourage biodiversity and improve nitrate absorption.
 - **Soil and Water Protection**
 - Prevent soil erosion through maintenance of permanent vegetation cover.
 - Block or manage field drains where appropriate to slow water movement and enhance natural filtration.
-

4. Ongoing Maintenance

- **Annual Inspections:** Undertake at least one inspection per year to check for encroachment of agricultural activities or invasive species.
 - **Invasive Species Control:** Monitor and remove non-native invasive plants that could outcompete intended vegetation.
 - **Fencing/Signage:** Maintain fencing and signage to prevent accidental return to agricultural use.
-

5. Monitoring & Reporting

- **Baseline Survey:** Record the land's initial condition prior to mitigation measures.
 - **Annual Monitoring:** Record land cover, vegetation condition, and any nitrate-related risks.
 - **Reporting:** Provide compliance reports to the relevant authority if required.
-

6. Legal/Contractual Safeguards (IF REQUIRED)

- **Conservation Covenant or Planning Obligation (S106/Unilateral Undertaking):** Secure the land's non-agricultural status legally.
 - **Land Registry Entry:** Ensure the land title reflects restrictions on agricultural use.
-

7. Long-Term Stewardship

- The land will be maintained in perpetuity for nitrate mitigation purposes.
- A designated responsible body (landowner, trust, or management company) will oversee compliance.

Appendix A : Maintenance Schedule

MAINTENANCE SCHEDULE

OPERATION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Trees – Inspect and adjust all tree stakes and ties. Any guards to be removed after year 5.	Oct-Nov	Oct-Nov	Oct-Nov	Oct-Nov	Nov
Hot weather – during periods of excessive hot weather, water the ground around the tree bases.	When required	When required	When required	When required	When required
Strong winds – following strong winds, re-stand base and check stakes and ties for stability.	When required	When required	When required	When required	When required
Young trees – undertake pruning of young trees to encourage good growth and shape. Follow the trees own shape.	Oct-Nov		Oct-Nov		Oct-Nov
Dead plant material – remove any dead plant material at the end of the growing season and replant if necessary with tree to match.	Sept/when required	Sept/when required	Sept/when required	Sept/when required	Sept/when required
Weeding – remove weeds by hand when topping up the mulch. There should be no interference between mulch and base of tree.	Sept/when required	Sept/when required	Sept/when required	Sept/when required	Sept/when required
End of year 5 – should any trees/plants die and be replanted, the avbover operations will apply.					
Grass – should be cut as necessary using appropriate size machinery. Must not be allowed to overgrow.	When required	When required	When required	When required	When required

ANNEX 9

Parish Council Land Restoration Plan

PLANNING APPLICATION

23/02082/FULLS



Glebe Farm, Rectory Hill, West Dean, Salisbury, Wiltshire,
SP5 1JL

“Construction of eleven dwellings (Comprised of 5 affordable dwellings, 2 self-build plots, and 4 detached dwellings) with associated parking, access, landscaping works and installation of package treatment plant”

PARISH COUNCIL LAND RESTORATION PLAN

1. Introduction

This Land Restoration Plan accompanies the enclosed plan showing the extent of land to be transferred to **West Tytherley Parish Council**.

The purpose of this document is to outline the restoration and preparation works that will be undertaken by the Developer prior to the formal handover of the land.

These works will ensure the land is transferred in a safe, clean, and maintainable condition suitable for future management by the Parish Council.

2. Description of the Land

The land identified for transfer comprises approx. 1.37 hectares located at the eastern boundary of the Glebe Farm development site.

It currently consists of mature trees, low level scrub and grassed areas with the inclusion of a historic drainage basin/pond.

The land will be restored to a low-maintenance condition with clearly defined boundaries.

3. Scope of Works Prior to Handover

The following works will be carried out as part of the restoration and preparation process:

3.1 Vegetation Management

- Removal of **low-level scrub and self-seeded saplings** if required by WTPC.
- Retention of **mature trees and established hedgerows** where appropriate and in accordance with the approved landscape plan.
- Cutting of grass and general tidying to leave the area in a manageable state.

3.2 Boundary Treatments

- Installation of **timber fencing** to define the private dwellings boundaries.
- Removal of any redundant fencing or debris within the area.

3.3 Ground Restoration

- Removal of any construction materials, spoil, or temporary works from the area.
- Localised **grading and levelling** to ensure safe and even ground conditions.
- Topsoiling and seeding with a **low-maintenance grass mix** where required.

3.4 Drainage and Services

- Inspection and clearance of any existing **land drainage features** or ditches. Existing drainage basin/pond to be cleared of debris for WTPC to reinstate as required within their future proposal for the transferred land.
- Confirmation that there are **no exposed or live service connections** within the land to be transferred other than those identified along the southern boundary.

3.5 Ecology and Environmental Measures

- Works to be undertaken **outside of bird nesting season**, or following ecological inspection if within that period.
- Any retained habitats to be protected in accordance with ecological recommendations.

4. Completion and Handover

Upon completion of the above works:

- The Developer will carry out a **joint site inspection** with **West Tytherley Parish Council** (and, if relevant, the Local Planning Authority).
- Any outstanding items identified during inspection will be rectified prior to formal transfer.
- The land will be handed over in a **tidy, safe, and fully accessible condition**.

5. Supporting Information

- Land Restoration Plan Drawing No. GF-25-001-1101-PCLRP

ANNEX 10

Parish Council Transfer

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: HP635874
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land to the rear of Glebe Farm, West Dean, Salisbury SP5 1JL The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Glebe Farm (Salisbury) Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 13871066 <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:
West Dean 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:

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

the covenant set out in section 2(1)(b) of the LPMPA 1994 shall 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

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.

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

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

Definitions

12.1 The following definitions and rules of interpretation apply in this transfer:

Access: the road, verge and footpath shown coloured pink on the Plan

Plan: the plan attached to this transfer

Section 106 Agreement: the section 106 agreement dated [] 2025 and made between the Transferor (1) and Test Valley Borough Council (2)

Rights granted for the benefit of the property

12.2 The Transferor grants the following right for the benefit of the Property:

- (a) the right for the Transferee and its successors in title and those authorised by it or them [in common with the Transferor and other persons having the same right to pass with or without vehicles over and along the Access (but on foot only in respect of any footpaths) to and from the highway maintainable at public expense at all times for all purposes connected with the use of the Property as a footpath and public

amenity land;

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

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

12.3 The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it and every other person owning land forming part of the Estate, with the intention of binding the Property and each and every part of it:

- (a) not to use the Property for any purpose other than for a footpath and public amenity land;
- (b) not to use the Property for any noisy, offensive, illegal or immoral purpose;
- (c) not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property or to any other person entitled to the Right in common with the Transferee;
- (d) not to cut down, damage, neglect or remove any existing tree or hedge on the Property or any other plant planted pursuant to the requirements of the local planning authority;

Include words of covenant.

Restrictive covenants by the transferor

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

Other

12.4 The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform:

- (a) the charges, incumbrances, covenants and restrictions contained or referred to in [the property and charges registers of title number HP635874 insofar as they relate to the Property; and
- (b) the provisions contained within the Section 106 Agreement insofar as they relate to the Property

insofar as they are subsisting and capable of taking effect and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so

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

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.