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Title Number HP201181

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This Conveyance is made the fourth day of June One Thousand Nine Hundred and Seventy-five BETWEEN TONRIN DEVELOPMENTS LIMITED whose registered office is situate at 25 Harley Street in the City of London (hereinafter called "the Company") of the first part TONRIN PROPERTY COMPANY LIMITED whose registered office is situate at Fernwood House 47 London Road Cowplains in the County of Hants (hereinafter called "the Vendor") of the second part and STEPHEN ROBERT HORN and ELIZABETH ANN EDWARDS both of 73 Fir Copse Road Purbrook in Hampshire (hereinafter called "the Purchaser") of the third part _____

WHEREAS

- (a) The Company seised (inter alia) of the property hereinafter described for an estate in fee simple (subject as hereinafter mentioned but otherwise) free from incumbrances _____
- (b) The Vendor has agreed with the Purchaser for the sale to him of the said property at the price of Nine Thousand Six Hundred and Ninety-five Pounds _____
- (c) ~~It has been agreed that the parties hereto shall enter into and become bound by stipulations on their respective parts hereinafter contained~~ _____

NOW THIS DEED WITNESSETH as follows :-

1. In consideration of the sum of Nine Thousand Six Hundred and Ninety-five Pounds now paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) and of the Purchaser's covenants hereinafter contained the Company as Beneficial Owner and at the direction of the Vendor hereby conveys and the Vendor as Trustee hereby conveys and confirms unto the Purchaser ALL THAT piece of land situate at Lovedean Lane Lovedean in the County of Hants and for the purpose of identification only shown on the plan annexed hereto and thereon edged Red (and in part coloured Brown) Together with the dwellinghouse and premises erected thereon or on some part or parts thereof and known as Plot No. 109 Beech Gardens Estate aforesaid (the inner wall or walls separating the dwellinghouse or garage to which it is attached being for all purposes party inner wall or walls) TOGETHER WITH the easements rights and privileges specified in the First Schedule hereto EXCEPT AND RESERVING unto the Company its successors in the easements rights and privileges specified in the Second Schedule title and all others authorised by it, TO HOLD the same unto the Purchaser in fee simple SUBJECT TO the following matters more particularly mentioned in a Conveyance (hereinafter described "The Conveyance") dated the Twenty-sixth day of January One Thousand Nine Hundred and Seventy-one

made between William George Henry Ruttle Richard James Barber and Francis Jack Woods of the one part and the Company of the other part so far as the same affect the property hereby conveyed

- (i) the reservation and exception of rights of way drainage and use of wires cables and other services with rights of connection thereto _____
- (ii) the covenant as to construction of roads sewers drains and services on the land comprised in the Conveyance _____
- (iii) the reservation of unimpeded access of light and air at all times over the land comprised in the Conveyance _____
- (iv) the covenant as to fencing ✓ _____

2. (1) The Purchaser hereby covenants with the Company that the Purchaser will observe and perform the stipulations set out in the Third Schedule hereto _____

(2) In this clause and in the Third Schedule hereto the expressions "the Vendor" and "the Purchaser" shall unless the context otherwise requires include their respective successors in title _____

3. The Purchaser hereby covenants with the Company that the Purchaser will at all times hereafter pay and contribute a rateable or due proportion of the cost and expense of repairing maintaining renewing and servicing ~~all sewers pipes watercourses party-inner walls or walls (if any)~~ any part structures fences hedges private pathways and garage access area (if any) not intended to be adopted by the Highways Authority and serving (inter alia) the property hereby conveyed or other conveniences which shall belong to or be used for the benefit of the said property in common with the owners and occupiers of other properties at Beech Gardens Estate aforesaid such proportions in case of difference to be settled by the Company's Surveyor whose decision shall be final and binding upon the Purchasers and to keep the Company and its successors in title indemnified against all such costs and expenses aforesaid _____

4. The Purchaser further hereby separately covenants with the Company and the Vendor to the intent and so as to bind (so far as practicable) the land and premises hereby conveyed into whosoever hands the same may come and to benefit and protect the Beech Gardens Estate aforesaid and every part thereof to observe and perform the restrictions contained in the Third Schedule hereto _____

5. The Company hereby covenants with the Purchaser that the Company will at its own expense make up that part of the carriage drive and footpath of the road shown on the said plan adjoining the property hereby conveyed in accordance with the specification and to the satisfaction of the Highway Authority as set out in the Roadmaking Agreement between the Company and the Highway Authority and to indemnify the Purchaser against

all road charges or other claims and demands in respect of the carriage drive and footpath aforesaid _____

6. The Purchaser with the object and intent of affording to the Company a full and sufficient indemnity but not further or otherwise hereby covenants with the Company that he the Purchaser and his successors in title will henceforth duly observe and perform the covenants and provisions contained in the Conveyance and will at all times indemnify the Company and its successors in title and assigns from and against all actions claims and demands whatsoever in respect of the said covenants and provisions or any of them so far as the same affect the property hereby conveyed and remain to be observed and performed _____

7. The Purchasers declare as follows :-

- i. they are joint tenants in equity _____
- ii. the trustees for sale of the property have power to deal with it equal to those of a sole beneficial owner _____
- iii. the survivor of the Purchasers shall become the sole legal and beneficial owner of the property hereby conveyed and any person dealing with the survivor may assume this unless a notice to the contrary appears on this Deed _____

8. The Company hereby covenants with the Purchaser that as and when a Conveyance dated the Sixteenth day of September One Thousand Nine Hundred and Seventy-one and made between Sidney William Hull of the one part and the Company of the other part or the Conveyance shall come into the possession of the Vendor or the persons deriving title under it it will when requested and at the cost of the Purchaser or his successors in title execute a statutory acknowledgement for the production and undertaking for the safe custody of the said Conveyance and in the meantime and until the execution of such undertaking that every person having for the time being possession of the said Conveyance will keep it safe whole uncanceled and undefaced unless prevented from so doing by fire or other inevitable accident _____

9. In this deed unless the context otherwise requires words importing the masculine gender shall include the feminine gender and words importing the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression "the Purchaser" covenants expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally _____

10. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect