

I, Gary James Martin of Pond House, Dogmersfield, Hook, Hampshire RG27 8TA state as follows.

I make this Statement of Truth in addition to the Statement of Truth that I signed on 30th November 2020.

In September 2016, I entered into an Option Agreement with Robert Glossop to purchase what is now Pond House and the garden land to the north of the property. A copy of that Option Agreement is attached herewith as Exhibit GM1.

On the completion of the Option Agreement with Robert Glossop, I commenced the development of Pond House. Before I started the development, I was aware of the fact that Robert Glossop had sold his former home, Ormersfield House, but had retained the land for the development of what is now Pond House, including the garden land to the north of the property. Indeed, Robert Glossop had continued to tend the garden land to the north of what is now Pond House, mowing the grass regularly with the ride-on lawn mower that he kept in the garage building which I converted and developed into what is now Pond House.

On completion of the Option Agreement (Exhibit GM1) to purchase what is Pond House and the garden land to the north of the property, Robert Glossop gifted me his ride-on lawn mower, so I could continue tending the same as such, as he had done. Accordingly, from September 2016 onwards, including the period during which I developed Pond House, I continued to tend the garden land to the north of Pond House and would regularly mow the grass using the ride-on lawn mower that Robert Glossop had gifted to me. That continues to this day.

I had completed the development of Pond House by March 2018, whereupon my family and I moved into the property, and I completed my purchase of the property from Robert Glossop on 15 June 2018. My purchase of the property included the garden land to the north of Pond House, which I have kept, maintained and enjoyed as such ever since, in accordance with a Restrictive Covenant, which transferred from Robert Glossop's Title to mine. I attach a TP1 Form dated 22 February 2013 as Exhibit GM2, which at Part 1 of Schedule 3 contains this Restrictive Covenant; and this is referred to at item 3 on the Charges Register attached to my Title HP747451, which I produce herewith as Exhibit GM3.

EXHIBIT GM1

Licence to occupy with option to buy agreement

Pond House
Church Lane
Dogmersfield
Hook
RG27 8TA

Conditions of Agreement

Agreement held between the owners/vendors Mr & Mrs R Glossop and tenants/purchasers Mr & Mrs G Martin and dated 04/01/2017.

1. Mr & Mrs Martin are to pay a non-refundable rental fee of £30,000 per annum with effect from September 2016 until completion of purchase. This fee will entitle Mr & Mrs Martin to occupy the property and to carry out the construction of a new dwelling and all associated works with full access to all areas within the plan document attached whilst in the agreement.
2. Mr & Mrs Martin and Mr & Mrs Glossop will exchange contracts on May 1st 2017 for the agreed purchase price of £500,000.
3. Should for any reason Mr & Mrs Martin do not opt to complete the purchase but have built the property or at least a large proportion of it there will be a sale of the property and a 50% share of any profits over the agreed purchase price of £500,000
4. Mr & Mrs Martin will continue to pay rent at £30,000 per annum until either completion of purchase or the sale of the property by Mr & Mrs Glossop as per point 3 above.
5. Whilst building works are ongoing, the site and the associated works will be covered by Mr & Mrs Martins Insurances, including any third party liabilities.

Signed- Mr & Mrs Glossop

Signed- Mr & Mrs Martin

Signed - Witness

Name

Address

PAUL OWEN CARTER
SHUTCHINS WAY
BASINGSTOKE, HANTS. RG24 9UN.

22.02.13 Trans

EXHIBIT GM2

These are the notes referred to on the following official copy

Title Number HP758544

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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.

Warranty as to a matter of title

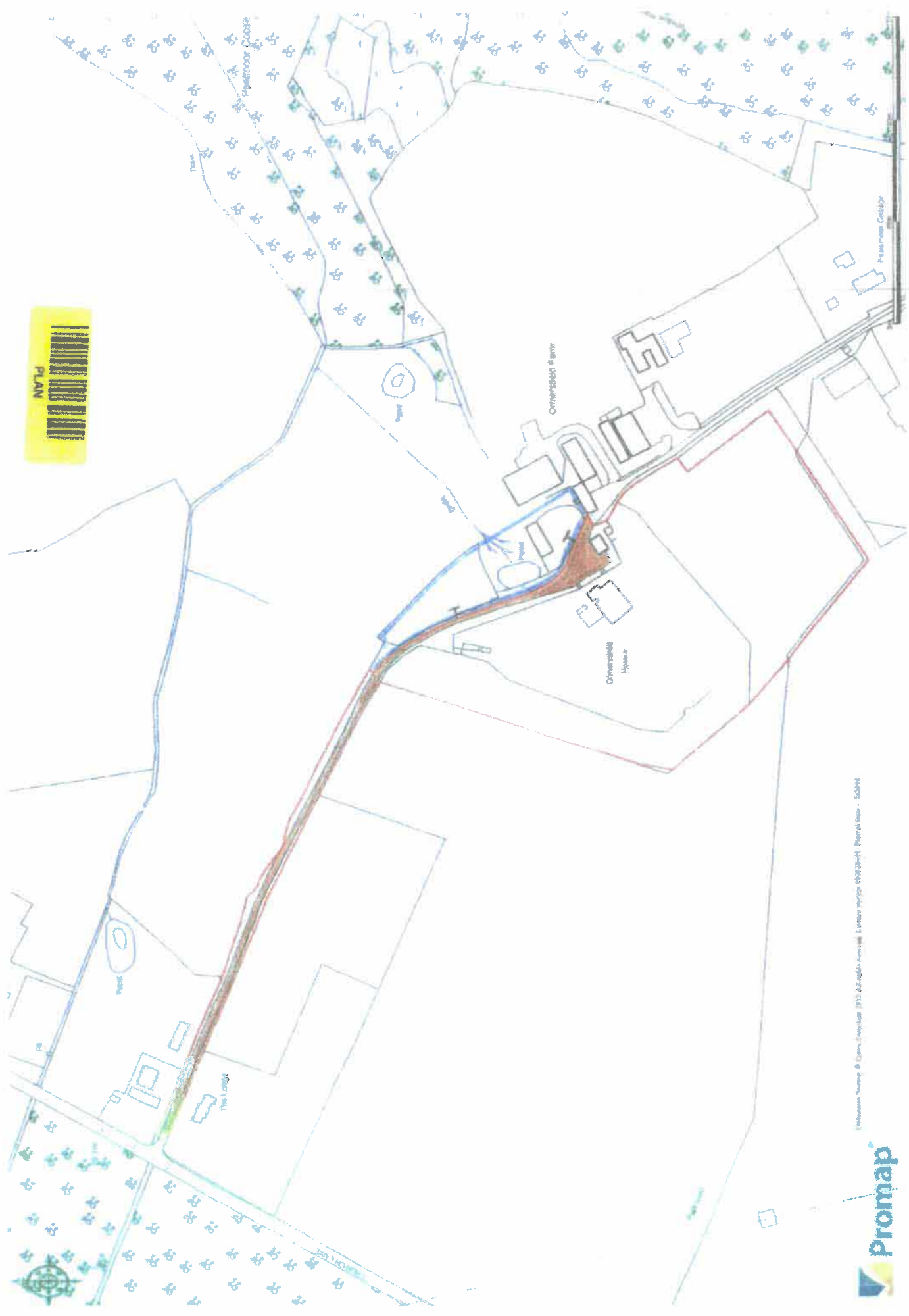
Shreeves
.....
Shreeves Solicitors LLP
128 Wymore Street
London W1U 3GA

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: HP747451
	2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
	3 Property: Ormersfield House Dogmersfield Hook Hampshire RG27 8TA The property is identified x on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
	4 Date: 22nd February 2013
	5 Transferor: ROBERT CHARLES GLOSSOP and JANE CHRISTINE GLOSSOP <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 England and Wales including any prefix:
	6 Transferee for entry in the register: MARK TIMOTHY MILES and SARAH ELIZABETH MILES <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 England and Wales including any prefix:





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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.

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

7 Transferee's intended address(es) for service for entry in the register:
Ormersfield House Dogmersfield Hook Hampshire RG27 8TA

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):
One Million Six Hundred and Fifty Thousand Pounds (£1,650,000.00)

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

See Rider

Rights granted for the benefit of the property

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

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

RIDER

Transfer of Part — Clauses

12.1 Definitions

In this Transfer the following words and expressions have the following meanings:

- (a) "Driveway" means the access to the Property (and forming part of the Property) coloured brown on the Plan
- (b) "Conduits" means sewers, drains, watercourses, soakaways, pipes, cables, wires, optic fibres and other channels, conducting media or conduits installed for the passage or treatment of Services but does not include septic tanks.
- (c) "Plan" means the plan annexed to this Transfer.
- (d) "Retained Land" means the land and building shown edged blue on the Plan being retained by the Transferor and being that part of the land comprised in the title number HP747451 which is not comprised in the Property.
- (e) "Services" means water supply, surface water drainage, foul drainage, gas, electricity, telecommunications and any other channels or similar services.
- (f) References to persons include individuals, bodies corporate (wherever incorporated) unincorporated associations, and partnerships; and references to one gender include all genders.
- (g) The headings are inserted for convenience only and do not affect the construction of this Transfer.
- (h) Words importing the singular include the plural and vice versa.
- (i) Where any party consists of two or more persons the conditions and provisions of this Transfer are joint and several.
- (j) References to the owners of the Property are to the Transferee and their successors in title to the Property and references to the owners of the Retained Land are to the Transferor and their successors in title to the Retained Land, save where the contrary is stated.

12.2 Rights reserved for the benefit of Retained Land

The rights over the Property set out in Schedule 1 below are excepted and reserved out of the Transfer of the Property for the benefit of each and every part of the Retained Land.

12.3 Rights granted for the benefit of the Property

The rights set out in Schedule 2 below are granted in favour of the Property for the benefit of each and every part of the Property.

12.4 Restrictive covenants by the Transferor

- (a) the Transferor covenants with the Transferee that the Transferor will observe and

perform the Restrictions set out in Schedule 3 below with the intention that the burden of the covenants run with and bind the Retained Land and each and every part of it.

- (b) The benefit of the covenant by the Transferor set out in clause 12.4(a) above is annexed to and runs with the Property and each and every part of it.
- (c) The Transferor shall not be personally liable for any breach of the said covenant arising after the Transferor has parted with all interest in the Retained Land or the part of the Retained on which such breach is committed.

12.5 Positive covenants by Transferor

The Transferor covenants with the Transferee that the Transferor will:

- (a) pay to the Transferee on demand any sums due to the Transferee as required by this Transfer and in particular will pay on demand to the Transferee a fair proportion of the cost of repairing maintaining, replacing, and renewing the Driveway
- (b) Indemnify the Transferee against the cost of repairing and renewing the Driveway in the event of any damage being caused to it as a result of the carrying out of the works that the Transferor proposes to carry out on the Retained Land
- (c) Keep the boundary marked with an inward-facing 'T' on the Plan in good repair and condition

12.6 Positive covenants by Transferee

The Transferee covenants with the Transferor that the Transferee will:

- (a) as and when reasonably necessary and subject to compliance by the Transferor with the Transferor's obligation to contribute to the cost of the same, repair, maintain, replace, and renew the Driveway
- (b) keep the Driveway free from obstruction.

12.7 Agreements and declarations

- (a) This Transfer does not grant any rights, liberties, privileges and easements over the Retained Land for the benefit of the Property or over the Property for the benefit of the Retained Land except as expressly set out in this Transfer and any such rights implied by the operation of subsections (1) and (2) of section 62 of the Law of Property Act 1925 or the rule in Wheeldon v Burrows are expressly excluded
- (b) In the event of any dispute arising in respect of any matters contained herein, the parties shall instruct an independent surveyor (or in default of agreement shall apply to the President of the Royal Institute of Chartered Surveyors to appoint a surveyor) who shall act as an expert in determining such dispute.

SCHEDULE 1

Rights granted for the benefit of the Retained Land

1 Existing Services

- 1.1 The right for the Transferor in common with the Transferee and those authorised by the Transferee to connect to and to the free passage and running of Services into or through any Conduits which are in existence at the date of this Transfer or at any time hereafter and are situate in on over or under the Property and subject as set out in the following paragraphs 1.2 and 1.3 of this Schedule.
- 1.2 The right to connect to the Conduits is subject to obtaining the prior written consent of the Transferee before exercising the right. This consent is not to be unreasonably withheld save in any event where, in the reasonable opinion of the Transferee, the Conduits would be overloaded by the additional passage of Services following connection.
- 1.3 This right is subject to the Transferor paying to the Transferee a fair proportion of the costs of repairing, renewing, maintaining, inspecting, replacing and cleansing the said Conduits used in common by them.
- 1.4 The right to connect to the Conduits is subject to the Transferor installing any necessary or usual meters to measure the supply of water electricity or gas to the Retained Land and bearing all costs in relation to both the installation of such meters and the supply of Services to the Retained Land

2 Right of entry

- 2.1 The right for the Transferor at all reasonable times of day by appointment (except in an emergency) to enter onto so much as is reasonably necessary of the Property for the purpose of:
- (a) repairing, renewing, maintaining, inspecting, replacing, cleansing, connecting to or severing connections with any Conduits in respect of which rights are granted by this Transfer; and
 - (b) repairing, maintaining, decorating, replacing, renewing and cleaning any buildings, walls or fences on the Retained Land or boundary fences or party structures between the Retained Land and the Property.
- 2.2 In exercising the rights granted under clause 2.1 above the Transferor or other the person exercising such right shall cause as little damage and inconvenience to the Transferee as possible and shall forthwith at his own expense make good all damage so caused.

3 Rights of Way

- 3.1 Subject to compliance with paragraph 3.2 below, a right of way for the Transferor and all others authorised by the Transferor in common with the Transferee and those

authorised by the Transferee at all times by day or night to pass and repass to or from the Retained Land from or to the public highway with or without motor vehicles bicycles and/or perambulators over and along the Driveway for all purposes connected with the use and enjoyment of the Retained Land, with the exception of herding cattle or other livestock.

- 3.2 The benefit of this right is subject to the Transferor paying to the Transferee a fair proportion of the cost of repairing, maintaining, replacing, renewing, and cleaning the Driveway

4. **Right of Support**

The right of support for the Retained Land and any buildings on it from the Property and any buildings on it.

SCHEDULE 2

Rights granted for the benefit of the Property

1 Existing Services

- 1.1 The right for the Transferee in common with the Transferor and those authorised by the Transferor to connect to and to the free passage and running of Services into or through any Conduits which are in existence at the date of this Transfer or at any time hereafter and are situate in on over or under the Retained Land and subject as set out in the following paragraphs 1.2 and 1.3 of this Schedule.
- 1.2 The right to connect to the Conduits is subject to obtaining the prior written consent of the Transferor before exercising the right. This consent is not to be unreasonably withheld save in any event where, in the reasonable opinion of the Transferor, the Conduits would be overloaded by the additional passage of Services following connection.
- 1.3 This right is subject to the Transferee paying to the Transferor a fair proportion of the costs of repairing, renewing, maintaining, inspecting, replacing and cleansing the said Conduits used in common by them.
- 1.4 The right to connect to the Conduits is subject to the Transferee installing any necessary or usual meters to measure the supply of water electricity or gas to the Property and bearing all costs in relation to both the installation of such meters and the supply of Services to the Property.

2 Right of entry

- 2.1 The right for the Transferee at all reasonable times of day by appointment (except in an emergency) to enter onto so much as is reasonably necessary of the Retained Land for the purpose of:
- (a) repairing, renewing, maintaining, inspecting, replacing, cleansing, connecting to or severing connections with any Conduits in respect of which rights are granted

by this Transfer; and

(b) repairing, maintaining, decorating, replacing, renewing and cleaning any buildings, walls or fences on the Retained Land or boundary fences or party structures between the Retained Land and the Property.

2.2 In exercising the rights granted under paragraph 2.1 above the Transferee or other person exercising such right shall cause as little damage and inconvenience to the Transferor as possible and shall forthwith at his own expense make good all damage so caused.

3. **Right of Support**

The right of support for the Property and any buildings on it from the Retained Land and any buildings on it.

SCHEDULE 3

Restrictions

1. **Use**

Not to do, permit or suffer to be done upon the Retained Land anything which may be or become an annoyance, nuisance (whether or not amounting to a legal nuisance), damage or disturbance to the Transferee or to the owners or occupiers for the time being of any other adjoining or neighbouring land which may give rise to a public or private nuisance, and not to use the Retained Land for any purpose other than its current use as garages and/or for residential use

2. **Parking**

Not to park, permit or suffer to be parked any motor bicycle, car, commercial vehicle, mobile home, caravan, boat or thing on or otherwise obstruct the Driveway.

3. **Conduits**

3.1 Not to discharge, permit or suffer to be discharged into any of the Conduits over which rights are granted or reserved by this Transfer anything which would be corrosive or harmful or which would cause any obstruction of them or allow or permit any waste or hazardous materials (including materials which alone or in combination with others may cause harm to human health or the environment) to be deposited on or to escape from the Retained Land.

3.2 Not to overload, permit or suffer to be overloaded the capacity of any Conduit over which rights are granted by this Transfer.

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.

13 Execution

Signed as a Deed by the
said ROBERT CHARLES
GLOSSOP and JANE
CHRISTINE GLOSSOP
in the presence of:

Witness:

Name:

Address:

Signed as Deed by the
said MARK TIMOTHY MILES
and SARAH ELIZABETH
MILES in the presence of:

Witness:

Name:

Address:

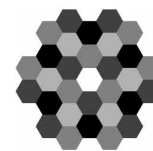
WARNING

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.

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Official copy of register of title

Title number HP747451

Edition date 18.07.2018

- This official copy shows the entries on the register of title on 13 Aug 2018 at 13:45:07.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 13 Aug 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : HART

- 1 (27.03.2012) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Pond House, Dogmersfield, Hook (RG27 8TA).
- 2 (27.03.2012) The land tinted blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance thereof dated 28 January 1969 made between (1) Ian Bogle Monteith Hamilton and (2) Robert Charles Glossop.
NOTE: Copy filed.
- 3 (27.03.2012) The land tinted pink on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land dated 24 April 1969 made between (1) Ian Bogle Monteith Hamilton and (2) Hugo Ivo Meynell.
NOTE: Copy filed.
- 4 (27.03.2012) The land tinted pink on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land dated 12 August 1969 made between (1) Ian Bogle Monteith Hamilton and (2) John Charles Catt.
NOTE: Copy filed under HP634723.
- 5 (27.03.2012) The land tinted pink on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land dated 19 December 1980 made between (1) Mary Constance Monteith Pearce and (2) Paul Bernard Richards and others.
NOTE:-Copy filed.
- 6 (26.02.2013) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer of the land edged and numbered HP758544 in green on the title plan dated 22 February 2013 referred to in the Charges Register.
- 7 (26.02.2013) The land edged and numbered HP758544 in green on the title plan has been removed from this title and separately registered. The property description has been amended to reflect the land remaining in

A: Property Register continued

the title.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (10.07.2018) PROPRIETOR: GARY JAMES MARTIN and KAREN DAWN MARTIN of 25 Gardiner Road, Basingstoke RG24 9FH.
- 2 (27.03.2012) A deed dated 14 July 1980 made between (1) Mary Constance Monteith Pearce and (2) Robert Charles Glossop varies the personal covenants by the Vendor contained in the Conveyance dated 28 January 1969 referred to in the Property Register

NOTE:- Copy filed.

- 3 (27.03.2012) The Conveyance dated 19 December 1980 referred to in the Property Register contains Vendor's personal covenant(s).

The Conveyance to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

- 4 (10.07.2018) The price stated to have been paid on 15 June 2018 was £500,000.
- 5 (10.07.2018) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 6 (10.07.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 15 June 2018 in favour of Charter Court Financial Services Limited referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (27.03.2012) A Conveyance of the land in this title and other land dated 31 January 1934 made between (1) Sir Anthony St John Mildmay (2) Walter De Pradine Cazenove and Arthur William Henry Hay Drummond (3) Francis John Ward and Percy Thomas Gill and (4) Charles Cowie Stephen contains the following covenants:-

COVENANT by the Sub Purchaser with the intention of binding the land thereby conveyed into whosoever the same might come and for the benefit and protection both of the Vendor as Owner of the residue of the Dogmersfield Estate and of all persons who had entered into or should enter into similar covenants but not so as to render the Sub Purchaser any other person personally liable in damages for any breach after he or they should have parted with the same with the Vendor and his successors in title and also as a separate covenant with the Purchasers and their successors in title owner or owners for the time being of the parts of the Dogmersfield Park Estate recently conveyed to them by the Vendor for ever thereafter to observe the stipulations set out in the 3rd Schedule thereto.

The THIRD SCHEDULE above referred to

(1) Not to erect without the consent of the Purchasers any building on any part of the property thereby conveyed other than dwellinghouses with suitable stabling or motor accommodation and outhouses or buildings required for domestic or agricultural purposes and all such

C: Charges Register continued

buildings should be of brick stone or half timbered construction and slated thatched or tiled with tiles made from natural clay

(2) Not to allow any hut shed caravan or other vehicle or temporary structure intended to be used as a dwelling or sleeping apartment to be placed or remain on the property

(3) Not to use any part of the property or any building thereon for any manufacture or for any offensive noisy or dangerous trade pursuit or occupation or for any purpose which should or might grow to be in any way a nuisance damage or annoyance to the Purchasers or to the owners or occupiers of any neighbouring property.

- 2 (27.03.2012) The land tinted yellow on the title plan is subject to the rights reserved by a Conveyance thereof dated 2 September 1980 made between (1) Mary Constance Monteith Pearce and (2) Robert Charles Glossop.

NOTE: Copy filed.

- 3 (26.02.2013) A Transfer of other land dated 22 February 2013 made between (1) Robert Charles Glossop and Jane Christine Glossop and (2) Mark Timothy Miles and Sarah Elizabeth Miles contains restrictive covenants.

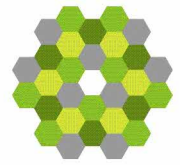
NOTE: Copy filed under HP758544.

- 4 (10.07.2018) REGISTERED CHARGE dated 15 June 2018.
- 5 (10.07.2018) Proprietor: CHARTER COURT FINANCIAL SERVICES LIMITED (Co. Regn. No. 6749498) of 2 Charter Court, Broadlands, Wolverhampton WV10 6TD, trading as Precise Mortgages.

End of register

HM Land Registry Official copy of title plan

Title number **HP747451**
Ordnance Survey map reference **SU7852SW**
Scale **1:2500**
Administrative area **Hampshire : Hart**



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