



DATE:

2024

- (1) **POWER SYSTEM SERVICES LIMITED**
- (2) **PAUL BENJAMIN BEAUCHAMP and JOSEPHINE BEAUCHAMP (as Trustees of the Beauchamp Family SSAS)**

Agreement for Sale of Freehold Land with Vacant Possession

relating to Land at Carrwood Road, Chesterfield S41 9QB

www.brmlaw.co.uk

B144980001.81.F4866

THIS CONTRACT is made on

day of

2024

BETWEEN

- (1) **POWER SYSTEM SERVICES LIMITED** incorporated and registered in England and Wales with company number 02962766 whose registered office is at Carrwood Road, Sheepbridge, Chesterfield S41 9QB (the "**Seller**"); and
- (2) **PAUL BENJAMIN BEAUCHAMP** and **JOSEPHINE BEAUCHAMP** (as Trustees of the **Beauchamp Family SSAS**) both of Grindle Cottage, Low Side, Calver, Hope Valley, Derbyshire S32 3XQ (the "**Buyer**").

IT IS HEREBY AGREED

1. Interpretation

The following definitions and rules of interpretation apply in this contract.

1.1 Definitions:

| | |
|-------------------------------|--|
| "Buyer's Conveyancer" | means BRM Law Limited, 99 Saltergate, Chesterfield S40 1LD (Ref: SBA/B14498-0001) |
| "Completion Date" | means 2024 |
| "Contract Rate" | means interest at 4% per annum above the base rate from time to time of National Westminster Bank plc. |
| "Deposit" | means £4,000.00 (exclusive of VAT). |
| "Electronic Payment" | means payment by electronic means in same day cleared funds from an account held in the name of the Buyer's Conveyancer at a clearing bank to an account in the name of the Seller's Conveyancer. |
| "Part 1 Conditions" | means the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision) and Condition means any one of them. |
| "Part 2 Conditions" | means the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision). |
| "Plan" | means the plan attached to this contract. |
| "Property" | means the freehold property being land at Carrwood Road, Chesterfield S41 9QB and shown edged red on the Plan attached to this contract and being part of the property registered at HM Land Registry with title absolute under title number DY307822. |
| "Purchase Price" | means £40,000.00. |
| "Seller's Conveyancer" | means the Seller (as self-represented) |
| "VAT" | means value added tax |

- 1.2** A "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A reference to "**writing**" or "**written**" excludes fax and email.
- 1.6 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this contract.
- 1.7 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.
- 1.9 The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Sale and Purchase

- 2.1 The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this contract.
- 2.2 The Buyer cannot require the Seller to:
- 2.2.1 transfer the Property or any part of it to any person other than the Buyer; or
 - 2.2.2 transfer the Property in more than one parcel or by more than one transfer; or
 - 2.2.3 apportion the Purchase Price between different parts of the Property.

3. Conditions

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
- 3.1.1 apply to a sale by private treaty;
 - 3.1.2 relate to freehold property;
 - 3.1.3 are not inconsistent with the other clauses in this contract; and
 - 3.1.4 have not been modified or excluded by any of the other clauses in this contract.
- 3.2 The terms used in this contract have the same meaning when used in the Part 1 Conditions.
- 3.3 The following Conditions are amended:
- 3.3.1 Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this contract.

- 3.3.2 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract.
- 3.3.3 Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this contract.
- 3.3.4 Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "clause 9".
- 3.4 Condition 1.1.4(a) does not apply to this contract.
- 3.5 Condition 9.2.1 does not apply to this contract.
- 3.6 The Part 2 Conditions are not incorporated into this contract.
- 4. Risk and Insurance**
- 4.1 With effect from exchange of this contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.
- 4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.
- 4.3 Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this contract.
- 5. Deposit**
- 5.1 On the date of this contract, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.
- 5.2 The Deposit must be paid by Electronic Payment.
- 5.3 Conditions 3.2.1, 3.2.2 and 9.8.3 do not apply to this contract.
- 5.4 The provisions of clause 5.5 to clause 5.8 (inclusive) will only apply if:
- 5.4.1 the Deposit is less than 10% of the Purchase Price; or
- 5.4.2 no Deposit is payable on the date of this contract.
- 5.5 In this clause, the expression "**Deposit Balance**" means:
- 5.5.1 (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or
- 5.5.2 (where no Deposit is payable on the date of this contract) a sum equal to 10% of the Purchase Price.
- 5.6 If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit Balance (together with interest on it at the Contract Rate for the period from and including the Completion Date to and including the date of actual payment) by Electronic Payment.
- 5.7 After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this contract.
- 5.8 The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.
- 6. Deducing Title**
- 6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.

6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.

6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this contract.

7. Vacant Possession

The Property will be sold with vacant possession on completion.

8. Title Guarantee

8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with full title guarantee.

8.2 The implied covenants for title are modified so that:

8.2.1 the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to:

8.2.1.1 make proper searches; or

8.2.1.2 raise requisitions on title or on the results of the Buyer's searches;

8.2.2 the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Seller.

8.3 Condition 7.6.2 does not apply to this contract.

9. Matters Affecting the Property

9.1 The Seller will sell the Property free from incumbrances other than:

9.1.1 any matters, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 15 March 2024 at 09:19:12 under title number DY302822;

9.1.2 any matters discoverable by inspection of the Property before the date of this contract;

9.1.3 any matters which the Seller does not and could not reasonably know about;

9.1.4 any matters, other than the Charge, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;

9.1.5 public requirements;

9.1.6 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this contract.

9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

10. Transfer

10.1 The transfer to the Buyer will be in the agreed form annexed to this contract.

10.2 The Buyer and the Seller will execute the transfer in original and counterpart.

10.3 Condition 7.6.5(b) does not apply to this contract.

11. VAT

11.1 The Seller:

11.1.1 Warrants the sale of the Property does not constitute a supply that is taxable for VAT purposes;

- 11.1.2 Agrees that there will be no exercise of the election to waive exemption in respect of the Property; and
- 11.1.3 Cannot require the Buyer to pay an amount in respect of any liability for VAT arising in respect of the sale of the Property, unless clause 11.2 applies.
- 11.2 If solely as a result of a change of law made and coming into effect between the date of this contract and completion, the sale of the Property will constitute a supply chargeable to VAT, the Buyer is to pay to the Seller upon completion an additional amount equal to that VAT in exchange for a proper VAT invoice from the Seller.
- 11.3 Conditions 2.1 and 2.2 do not apply to this Contract.
- 12. Completion**
- 12.1 Completion will take place on the Completion Date but time is not of the essence of the contract unless a notice to complete has been served.
- 12.2 Condition 9.1.1 does not apply to this contract.
- 12.3 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 12.4 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case."
- 12.5 Condition 9.4 is amended to add, "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".
- 12.6 Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".
- 13. Buyer's Acknowledgement of Condition**
- The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.
- 14. Entire Agreement**
- 14.1 This contract constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 14.2 The Buyer acknowledges that in entering into this contract the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
- 14.2.1 set out in this contract; or
- 14.2.2 contained in any written correspondence provided by the Seller to the Buyer or the Buyer's Conveyancer in connection with the Property.

- 14.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 14.4 Condition 10.1 is varied so that the words "the negotiations leading to it" are replaced with the words "Written Replies".
- 15. Joint and Several Liability**
- 15.1 Where the Buyer comprises more than one person, those persons will be jointly and severally liable for the Buyer's obligations and liabilities arising under this contract. The Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 15.2 Where the Seller comprises more than one person, those persons will be jointly and severally liable for the Seller's obligations and liabilities arising under this contract. The Buyer may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 15.3 Condition 1.2 does not apply to this contract.
- 16. Notices**
- 16.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.
- 16.2 Any notice or document to be given or delivered under this contract may be:
- 16.2.1 delivered by hand; or
- 16.2.2 sent by pre-paid first class post or other next working day delivery service.
- 16.3 Any notice or document to be given or delivered under this contract must be sent to the relevant party as follows:
- 16.3.1 to the Seller at:
Carrwood Road, Sheepbridge, Chesterfield S41 9QB
marked for the attention of: Paul Benjamin Beauchamp
or at the Seller's Conveyancer, quoting the reference Paul Benjamin Beauchamp;
- 16.3.2 to the Buyer at:
Grindle Cottage, Low Side, Calver, Hope Valley, Derbyshire S32 3XQ
marked for the attention of: Sanjeev Batra
or at the Buyer's Conveyancer, quoting the reference SBA/B14498-0001.
or as otherwise specified by the relevant party by notice in writing to the other party.
- 16.4 Any change of the details in clause 16.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
- 16.4.1 the date, if any, specified in the notice as the effective date for the change; or
- 16.4.2 the date five working days after deemed receipt of the notice.
- 16.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 16.6 Any notice or document given or delivered in accordance with clause 16.1, clause 16.2 and clause 16.3 will be deemed to have been received:
- 16.6.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a

working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or

- 16.6.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 16.7 In proving delivery of a notice or document, it will be sufficient to prove that:
 - 16.7.1 a delivery receipt was signed or that the notice or document was left at the address;
or
 - 16.7.2 the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.
- 16.8 A notice or document given or delivered under this contract shall not be validly given or delivered if sent by email.
- 16.9 Condition 1.3 does not apply to this contract.
- 16.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Third Party Rights

- 17.1 A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.
- 17.2 Condition 1.5 does not apply to this contract.

18. Governing Law

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

20. Limitation of Liability

The parties agree that notwithstanding any provision to the contrary herein, the liability of the Buyer here meaning Paul Benjamin Beauchamp and Josephine Beauchamp (as trustees of the Beauchamp Family SSAS) arising as result of non-contractual and contractual claims, shall not be personal and shall be limited to the net value of the assets held by Paul Benjamin Beauchamp and Josephine Beauchamp on behalf of the Beauchamp Family SSAS in their possession from time to time.

IN WITNESS WHEREOF this document has been executed and delivered on the date first stated above.

EXECUTED as a Deed by
POWER SYSTEM SERVICES LIMITED
acting by a director in the
presence of:-



Witness signature



Witness name

Witness address

Sanjeev Batra
Solicitor
BRM Solicitors
Gray Court
99 Saltergate
Chesterfield S40 1LD

Witness occupation

SIGNED as a Deed by
PAUL BENJAMIN BEAUCHAMP
in the presence of:-



Witness signature



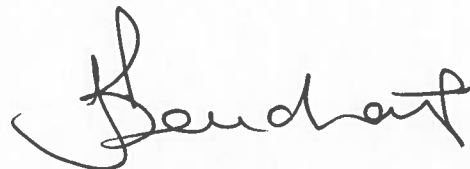
Witness name

Witness address

Sanjeev Batra
Solicitor
BRM Solicitors
Gray Court
99 Saltergate
Chesterfield S40 1LD

Witness occupation

SIGNED as a Deed by
JOSEPHINE BEAUCHAMP
in the presence of:-



Witness signature

Witness name

Witness address

Witness occupation

Sanjeev Batra
Solicitor
BRM Solicitors
Gray Court
99 Saltergate
Chesterfield S40 1LD

ANNEXURE A
Form of 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.

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

| | |
|---|--|
| 1 | Title number(s) out of which the property is transferred: DY307822 |
| 2 | Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: |
| 3 | <p>Property: Land at Carrwood Road, Chesterfield S41 9RB</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged in red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p> |
| 4 | Date: |
| 5 | <p>Transferor:</p> <p>POWER SYSTEM SERVICES LIMITED</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02962766</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p> |
| 6 | <p>Transferee for entry in the register:</p> <p>PAUL BENJAMIN BEAUCHAMP and JOSEPHINE BEAUCHAMP (together as the Trustees of the Beauchamp Family SSAS)</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> |

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.

| | |
|----|---|
| | (b) Registered number in the United Kingdom including any prefix: |
| 7 | Transferee's intended address(es) for service for entry in the register: Grindle Cottage, Low Side, Calver, Hope Valley, Derbyshire S32 3XQ |
| 8 | The transferor transfers the property to the transferee |
| 9 | Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Forty Thousand Pounds (£40,000.00) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate: |
| 10 | The transferor transfers with <input checked="" type="checkbox"/> full title guarantee But subject to:- (a) the covenant implied by virtue of Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") is varied by the deletion of the words "at his own cost" and the substitution of the words "at the cost of the person requiring compliance with this covenant"; and (b) the covenant set out in Section 3(1) of the Act does not extend to any charge encumbrance or other right to which the Property is sold subject or of which the Transferee is aware (which includes charges referred to in Section 198 of the Law of Property Act 1925 and all other matters of public record affecting the Property) and will only extend to any charge encumbrance or other item which the Transferor knows about at the date of the agreement providing for this transfer; and (c) the covenants implied herein by Sections 2, 3(1) and (2) of the Act shall be limited in time so as not to benefit any successors in title of the Transferee to the Property. <input type="checkbox"/> limited title guarantee |
| 11 | Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares |

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.

☒ they are to hold the property on trust:

In accordance with the terms of the Deed of Trust (establishing the Beauchamp Family SASS) dated 2 May 2023 made between (1) Power System Services Limited and (2) Paul Benjamin Beauchamp and Josephine Beauchamp.

12 Additional provisions

12.1 Definitions

12.1.1 In this transfer:-

12.1.1.1. **Plan** means the plan annexed to this transfer.

12.1.1.2. **Retained Land** means the land and buildings known as Land on the southwest side of Carrwood Road, Sheepbridge, Chesterfield as shown edged in blue on the Plan, being the land and buildings retained by the Transferor and being that part of the Property comprised in title number DY307822 excluding the Property.

12.1.1.3. **Services** means water, soil, effluent, gas, fuel, oil, electricity, telephone, telephonic signals, television, visual, audio, fax, electronic mail, data, information, communications and other services

12.1.1.4. **Service Media** means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, ducts, flues, conduits, laser optic fibres, electronic data or impulse communication transmission or reception systems and other conducting media and associated equipment.

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 Incumbrances

The Property is transferred subject to and with the benefit of the rights, covenants and other matters contained or referred to in Property and Charges Registers of the above title DY307822 as at the date of this transfer (save for any financial charges) but only insofar as those matters are still subsisting and capable of taking effect and relate to or affect the Property.

12.3 Rights granted for the benefit of the Property.

12.3.1 The Property is transferred together with the following rights granted out of the Retained Land to the Transferee and its successors in title the owners or occupiers for the time being of the Property for the benefit of the Property and any part thereof.

12.3.1.1. A right to free and uninterrupted passage and running of the Services to and from the Property through over and along the Service Media that are now laid or will be laid in over or under the Retained Land for the use and enjoyment of the Property or any part of the Property.

12.3.1.2. A right, to the extent reasonably necessary upon reasonable prior notice (save in case of emergency where no notice is required) to enter on unbuilt parts of the Retained Land for the purposes of:

(a) laying, repairing, maintaining, replacing and inspecting any Service Media used by, or to be used by, the Property;

(b) undertaking any development of the Property or renewing, replacing or inspecting any structure which may be built upon the Property;

subject to the Transferee making good all damage which may be done in the exercise of such powers as specified in this sub-clause at their own cost and without unnecessary delay.

12.3.1.3. The right to build on, develop or alter any part of the Property even if the building or development reduces the access of light

or air to the Retained Property.

- 12.3.1.4. A right of support, shelter and protection from the Retained Land.

12.4 Rights reserved for the benefit of the Retained Land

- 12.4.1 There are reserved out of the Property for the benefit of the Transferor its successors in title the owners or occupiers for the time being of the Retained Land or any part thereof and each and every part of the Retained Land the following rights:

- 12.4.1.1. A right to free and uninterrupted passage and running of services to and from the Retained Land through over and along the Service Media that are now laid or will be laid in over or under the Property for the use and enjoyment of the Retained Land and any part of the Retained Land.

- 12.4.1.2. A right to the extent reasonably necessary upon reasonable prior notice (save in case of emergency where no notice is required) to enter on unbuilt parts of the Property for the purposes of:

(a) laying, repairing, maintaining, replacing and inspecting any Service Media used by, or to be used by, the Retained Land;

(b) undertaking any development of the Retained Land or renewing, replacing or inspecting any structure which may be built upon the Retained Land;

subject to the Transferor making good all damage which may be done in the exercise of such powers as specified in this sub-clause at its own cost and without unnecessary delay.

- 12.4.1.3. A right of support, shelter and protection from the Property.

12.5 Restrictive covenants by the Transferee

- 12.5.1 The Transferee covenants with the Transferor to observe and perform the restrictions contained in clause 12.5.2 (the **Restrictions**) and it is agreed and declared that:

- 12.5.1.1. the benefit of this covenant is to be attached to and enure for each and every part of the Retained Land.

- 12.5.1.2. the burden of this covenant is intended to bind and binds each and every part of the Property into whosoever hands it may come but not so as to render the

Transferee personally liable for any breach of this covenant arising after the Transferee has parted with all interest in the Property or the part of the Property on which such breach is committed.

- 12.5.1.3. an obligation in the Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.

12.5.2 The Restrictions are the following:

- 12.5.2.1. not to do anything or suffer anything to be done upon the Property that might adversely affect the purity or flow of water passing through the Service Media;
- 12.5.2.2. not to allow the Service Media under the Property to fall into disrepair;
- 12.5.2.3. not to suffer to be done in or upon the Property anything that may be or may grow to be a legal nuisance to the Transferor, its successors in title the owners and occupiers for the time being of the Retained Land or any part thereof.

12.6 **Restrictive covenants by the Transferor**

- 12.6.1 The Transferor covenants with the Transferee to observe and perform the restrictions contained in clause 12.6.2 (the **Transferor's Restrictions**) and it is agreed and declared that:

- 12.6.1.1. the benefit of this covenant is to be attached to and enure for each and every part of the Property.
- 12.6.1.2. the burden of this covenant is intended to bind and binds each and every part of the Retained Land into whosoever hands it may come but not so as to render the Transferor personally liable for any breach of this covenant arising after the Transferor has parted with all interest in the Retained Land or the part of the Retained Land on which such breach is committed.
- 12.6.1.3. an obligation in the Transferor's Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.

12.6.2 The Transferor's Restrictions are the following:

- 12.6.2.1. not to allow or suffer anything to be done on the Retained Land that might adversely affect the purity or flow of water passing through the Service Media;

12.6.2.2. not to allow the Service Media on or under the Retained Land to fall into disrepair;

12.6.2.3. not to do or suffer to be done in or upon the Retained Land anything that may grow to be a legal nuisance to the Transferee its successors in title or owners or occupiers for the time being of the Property or any part thereof.

12.7 Agreements and declarations

It is agreed and declared as follows:-

12.7.1 The Transferee and his successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of the Retained Land for building, development or any other purpose.

12.7.2 The Transferee shall not be entitled to the continuance of, nor shall he by virtue of this transfer or of the Law of Property Act 1925 Section 62 acquire, any easement, right, privilege or advantage over or in respect of the Retained Land or acquire any appurtenant right referred to in the property register of the title above-mentioned or be entitled to the benefit (which benefit is exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any person with the Transferor or his predecessors in title to the Retained Land save in so far as is specifically granted in this transfer.

12.7.3 All boundary walls and fences between the Property and the Retained Land shall be party walls and maintained accordingly.

12.8 Indemnity Covenants

The Transferee covenants with the Transferor that the Transferee will observe and perform the covenants and conditions contained or referred to in the Property and Charges Registers of the title above referred to so far as the same affect the Property and are still subsisting and capable of being enforced and will indemnify and keep the Transferor and the Transferor's successors in title fully and effectively indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor or the Transferor's successors in title in respect of any future breach or non-observance or non-performance of those covenants and conditions.

12.9 Limitation of Liability

The Transferor and the Transferee hereby agree that notwithstanding any provision to the contrary herein the liability of the Transferee as a result of non-contractual and contractual claims shall not be personal and shall be limited to the net value of the assets held by Paul Benjamin Beauchamp and Josephine Beauchamp on behalf of the Beauchamp Family SSAS in their possession from time to time.

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.

Remember to date this deed in panel 4.

13 Execution

**EXECUTED as a Deed by
POWER SYSTEM SERVICES LIMITED**
acting by a director in the presence of:-

Witness signature

Witness name

Witness address

Witness occupation

**Signed as a Deed by
PAUL BENJAMIN BEAUCHAMP**
in the presence of:-

Witness signature

Witness name

Witness address

Witness occupation

**Signed as a Deed by
JOSEPHINE BEAUCHAMP**
in the presence of:-

Witness signature

Witness name

Witness address

Witness occupation

WARNING

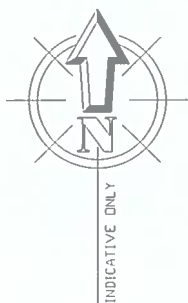
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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.

ANNEXURE B

Plan



Legal_01A
Plan Referred to
scale 1:1250 @ A4