

HM Land Registry

Transfer of part of registered title(s)

TP1

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.

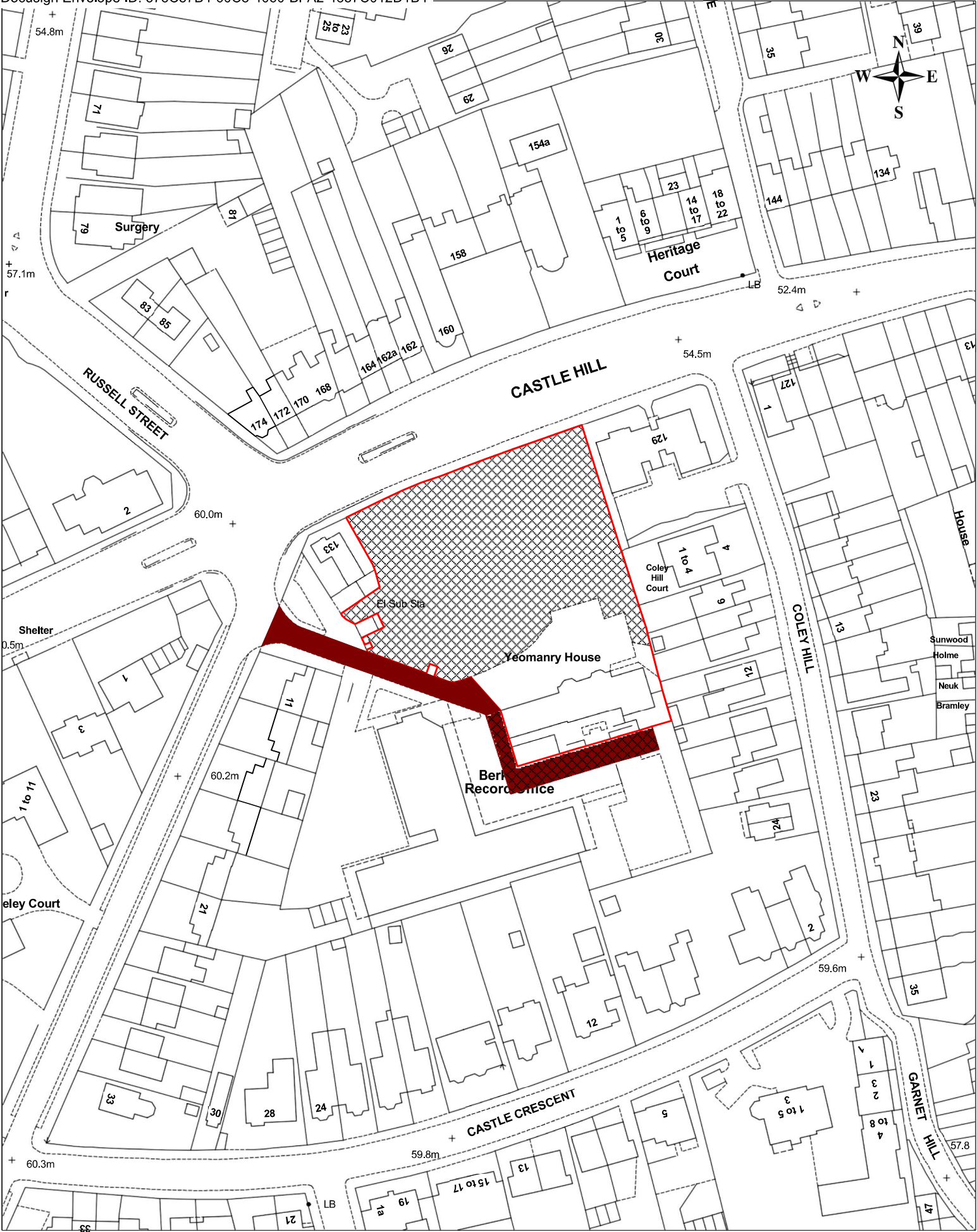
Give full name(s) of all of the persons transferring the property.

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: BK872
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Yeomanry House, 131 Castle Hill, Reading, RG1 7TA (Former registry office) The property is identified ☒ on the attached plan edged red and shown cross hatched black ☐ on the title plan(s) of the above titles and shown:
4	Date: 7 January 2026 ~~2025~~ <i>Albikunde</i>
5	Transferor: READING BOROUGH COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <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:



Title: Yeomanry House, Reading.



Sealed By: Reading Borough Council
Sealed Time: 10/14/2025 11:58:47 AM BST

File:
Produced by Assets Management

Date: 23/07/2025 Scale at A4:
Ref: Mapinfo2\635a2v5.wor

Signed by:
Molara Solanke
72BSC92F6FB34FD...



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.

6	Transferee for entry in the register: YEOMANRY HOUSE LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 16530020 <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:
7	Transferee’s intended address(es) for service for entry in the register: 2 Communications Road, Greenham Business Park, Newbury, Berkshire, United Kingdom, RG19 6AB
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 ONE HUNDRED AND FIVE THOUSAND POUNDS (£1,105,000) ☐ 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

Add any modifications.

☐ limited title guarantee

The Transferor transfers the Property with full title guarantee but:

- (a) the covenants set out in sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters which are referred to in the agreement dated *[date]* made between the Transferor and the Transferee or which would be revealed by searches and enquiries of public records or matters which would be revealed by an inspection or survey of the Property (this transfer being made subject to all of them)]; and
- (b) all matters recorded at the date of this transfer in the registers open to public inspection are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 notwithstanding section 6(3) of that Act.

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.

- 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
1. Definitions
- In this Transfer:
- Accessway** means the accessway shown coloured brown on the Plan
- Documents** means the documents detailed in Schedule 3;
- Overage Land** means the land cross hatched black on the Plan
- Plan** means the plan annexed to this Transfer;
- Retained Land** means the remainder of the land currently comprised in the Transferor's title registered under title number BK872 (excluding the Property) and adjoining or neighbouring the Property in the ownership of the Transferor
- Service Media** means the conduits and equipment used for the reception, generation, passage and/or storage of Utilities;
- Transferor** includes its successors in title;
- Transferee** includes its successors in title;
- Use Classes Order** means the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country (Use Classes) (Amendment) (England) Regulation 2020 (but shall not include any future amendments thereof);
- Utilities** means electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and

fumes, signals, electronic communications and all other utilities.

2. Transfer

- 2.1. The Property is transferred together with the rights set out in Schedule 1 excepting and reserving to the Transferor the rights set out in Schedule 2.
- 2.2. The Property is transferred subject to and (where appropriate) with the benefit of the matters contained or referred to in the Documents

3. Restrictive covenants

- 3.1. The Transferee so as to bind the Property and each and every part of it (but not to be personally liable for breach of a restrictive covenant arising after the Transferee has parted with all interest in the Property covenants with the Transferor to benefit the Retained Land that the Transferee will always observe and perform the following restrictive covenants:
 - 3.1.1. not to do or permit any act or thing on the Property which will be or might grow to be an annoyance or nuisance or cause damage or disturbance to the Transferor and/or any owner or occupier for the time being of the Retained Land;
 - 3.1.2. not to do or permit anything to be done on the Property anything likely to cause damage or injury to or to prevent access to any Service Media and to take all reasonable precautions to prevent any such damage or injury;

4. Positive covenants

- 4.1. The Transferee covenants with the Transferor for the benefit of the Retained Land:
 - 4.1.1. to pay a fair proportion of the expense of repairing maintaining and cleansing the Accessway and all party walls or structures, Service Media and other facilities used or to be used in common by the occupiers of the Property and the occupiers of the Retained Land;
 - 4.1.2 to maintain and keep in repair and (as appropriate) decorate the exterior structure of the Property :
 - 4.1.3 to keep in good repair and condition maintain and where necessary renew those parts of the Service Media included in the Property and to keep them clean and unobstructed at all times.
- 4.2. The Transferee covenants:
 - 4.2.1. to procure that a restriction in the following form is entered in the proprietorship register of the Property:

Type text here

'No transfer 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 certificate signed a conveyancer that the provisions of clause 4.2.2 to a transfer dated 7 January 2026 made between (1) Reading Borough Council and (2) Yeomanry House Limited have been complied with or that they do not apply to the disposition;

4.2.2. that if it wishes to transfer its interest in the Property or any part of it the Transferee will procure that each and every transferee shall, at the same time as it enters into the transfer covenants with the Transferor (which may be in the Transfer to the disponent):

4.2.2.1. to observe and perform (whilst the Property or any part of it is vested in it) the covenants set out in clause 4.1 of a transfer dated 7 January 2026 made between (1) Reading Borough Council and (2) Yeomanry House Limited so far as they relate to the property being disposed of

5. Indemnity covenant

5.1. The Transferee covenants with the Transferor that the Transferee will observe and perform the covenants and conditions contained or referred to in:

5.1.1. the property proprietorship and charges registers of the title referred to above; and

5.1.2. all the Documents detailed in Schedule 3;

and will indemnify and keep the Transferor and his estate indemnified against all actions, proceedings, damages, costs, claims and expenses which may be suffered or incurred by the Transferor or his estate in respect of any future breach or non-observance or non-performance of those covenants and conditions

6. Section 62

Section 62 of the Law of Property Act 1925 does not apply and except as expressly granted the Transferee is not entitled to any right of light or air or any other easement right or privilege which would restrict or interfere with the free use of the Retained Land or any part of it for building or other purposes.

7. Third parties

The parties to this Transfer do not intend that any term of this Transfer shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person

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

who is not a party.

Schedule 1 - Rights granted for the benefit of the property

1. The Transferor transfers the Property together with the following rights and easements, which are granted to the Transferee and the owners and occupiers of each and every part of the Property:
 - 1.1. the right of passage of Utilities through the Service Media serving the Property which are now installed on in over or under the Retained Land;
 - 1.2. To the extent reasonably necessary for, and convenience incidental to the development and occupation of the Property to use for all purposes by day or night with or without vehicles the Accessway
 - 1.3. the right with or without employees and workmen at all reasonable times and on reasonable notice to enter onto the Retained Land for the purposes of:
 - 1.3.1. repairing, cleaning, maintaining and constructing or renewing any part of the Property where those works cannot otherwise be conveniently or effectively carried out;
 - 1.3.2. repairing and maintaining the Service Media serving the Property and connecting to any additional Service Media installed on in over or under the Retained Land;
 - 1.3.3. reading any meters relevant to the supply of Utilities to the Property;
 - 1.3.4. Should the Transferor fail to maintain the Accessway to a good and suitable standard the Transferee shall be entitled to enter the Accessway with or without workmen and others at all reasonable times on reasonable notice (except in cases of emergency) to make good any damage to the Accessway and to keep it maintained to a good and suitable standard and shall be entitled to recover all costs incurred from the registered owner for the time being of that part of the Accessway

the person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable;

- 1.4. the right of support and protection for the Property from the Retained Land and to retain in place any part of the buildings comprised in the Property today which overhang or protrude on to the Retained Land.
- 1.5. the right to build on develop and/or alter all or any part of the Retained Land even if that building or development reduces the access of light or air to the Retained Land

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

Schedule 2 - Rights reserved for the benefit of other land

1. The Transferor excepts and reserves to the Transferor and the owners and occupiers of each and every part of the Retained Land and all persons properly authorised by them the following rights:
- 1.1. the right of passage of Utilities through the Service Media serving the Retained Land which are now installed on in over or under the Property;

1.2. the temporary vehicular access to the rear of the Property so that the Transferor's tenant, Berkshire Archives, can carry out a building extension meaning the Transferee does not have any vehicular right of access over the part of the Accessway to the rear of the Property shown cross-hatched on the Plan from July 2025 until the 31 December 2026.

1.3. the Transferor and West Berkshire District Council retain the exclusive right to use the car parking spaces marked in blue on the plan attached to in the Lease dated 8 July 2019 and the Transferee does not have any rights to use these spaces.

1.4. the right with or without employees and workmen at all reasonable times and on reasonable notice to enter onto the parts of the Property which are unbuilt upon for the purposes of:

1.4.1. repairing, cleaning, maintaining and constructing or renewing any part of the Retained Land where those works cannot otherwise be conveniently or effectively carried out;

1.4.2. repairing and maintaining the Service Media serving the Retained Land ;

1.4.3. reading any meters relevant to the supply of Utilities to the Retained Land

the person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable;

1.5. the right of support and protection for the Retained Land from the Property and to retain in place any part of the buildings comprised in the Retained Land today which overhang or protrude on to the Property;

1.6. the right to build on develop and/or alter all or any part of the Retained Land even if that building or development reduces the access of light or air to the Property.

Schedule 3 – Documents

Date	Document	Parties
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06 March 1968	Transfer	(1) The Territorial and Auxiliary Forces Association of the County of Berks and (2) The Mayor Aldermen and Burgesses of the Borough of Reading
18 June 1993	Transfer	1) Reading Borough Council and (2) The County Council of the Royal County of Berkshire
08 July 2019	Lease	(1) Reading Borough Council and (2) West Berkshire District Council
16 December 2013	Transfer	(1) Reading Borough Council and (2) Jeremy Russell and Belinda Jane Russell
26 October 2016	Lease	(1) Reading Borough Council and (2) Southern Electric Power Distribution
17 September 2024	Lease of additional land by reference to existing lease dated 8 July 2019	1) Reading Borough Council and (2) West Berkshire District Council

Schedule 4 – Overage

1 Definitions

In this Schedule the following expressions have the following meanings:

Affordable Housing	has the meaning given to the term ‘Social Housing’ in the Housing and Regeneration Act 2008 Part 2 Chapter 1;
Community Infrastructure Levy	has the meaning given to such term in the Planning Act 2008 and the Community Infrastructure Levy Regulations 2010 or

	any levy tax or scheme implemented by the government from time to time which operates so as to capture and collect from a landowner a percentage of the uplift and value of the land following planning permission being granted in respect of such land;
Competent Authority	means any local authority, highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body;
Current Use Value	means the Market Value of the Overage Land on the day before the relevant Trigger Date on the assumptions that: it is not lawful to undertake the Development permitted by the Relevant Planning Permission; and there is no prospect of the Relevant Planning Permission or any other Planning Permission being granted;
Development	has the meaning given to it by Section 55 of the Planning Act;
Development Value	means the difference between the Enhanced Value and the Current Use Value of the Overage land;
Disposal	means a disposition within the meaning of section 205 of the Law of Property Act 1925 or section 27(2) of the Land Registration Act 2002 of the whole or any part of parts of the Overage land save for a Permitted Disposal
Disposition	has the meaning given to the term by Section 205(1) of the Law of Property Act 1925 (save that for the avoidance of doubt the term conveyance given by

	Section 205(1) of the Law of Property Act 1925 shall include a transfer) and includes any disposition as set out in Section 27 of the Land Registration Act 2002;
Enhanced Value	means the Market Value of the Overage Land at the relevant Trigger Date with the benefit of the Relevant Planning Permission having regard to: any costs by way of planning gain incurred (including any sums payable pursuant to any Statutory Agreement and/or any Community Infrastructure Levy) or to be incurred as a prerequisite to the carrying out of the relevant Planning Permission; any costs incurred by or on behalf to the Transferee associated with the carrying out of the relevant Planning Permission (for example, construction costs and sums payable to third parties for access or services);
Expert	means a chartered surveyor with not less than 15 years' experience in the residential development market in the Thames Valley area who is appointed (in default of agreement between the parties) by the President of the Royal Institution of Chartered Surveyors on the application of either party;
Implementation:	means the implementation of a Relevant Planning Permission by the carrying out of a Material Operation provided that, for the purposes of this deed, implementation of a Relevant Planning Permission shall be deemed to have occurred notwithstanding any

	breach of a condition to which that Relevant Planning Permission is subject.
Interest	means interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the yearly rate of 4% above the base rate published by Lloyds Bank plc from time to time or if such rate is not published at any time such other comparable rate of interest as the Transferor may then in writing specify having regard to interest current at such time;
Market Value	has the same meaning as the definition of 'Market Value' in RICS Valuation Global Standards and Valuation — Professional Standards UK as at the date of this Transfer
Material Operation	has the same meaning as in section 56 of the TCPA 1990.
Overage	is the Relevant Percentage of Development Value attributable to the relevant Trigger Event agreed or determined in accordance with paragraph 3 of this Schedule; less the costs reasonably and properly incurred by or on behalf of the Transferee in obtaining the Relevant Planning Permission and less any Overage payment previously made in relation to any Development of the Property to avoid any double payment;
Overage Period	means the period of twenty (20) years from the date of the transfer
Permitted Disposal	means any of the following: 1. any Disposal to a

- Competent Authority which acquires an interest in the Overage Land in order to provide water, gas, electricity, communication services or foul or surface water disposal facilities to or from the Overage Land and/or the granting of easements to such Competent Authority for any of the aforesaid purposes;
2. any Disposal of a single physically completed Residential Unit provided clause 3.2 of Schedule 4 either does not apply or has previously been complied with in relation to the Relevant Planning Permission relating to the Residential Unit.
 3. any Disposal or dedication of highway or of public open space pursuant to a Statutory Agreement to a Competent Authority; or
 4. the Disposal of completed or partially completed Residential Units to a Registered Provider for the purpose of Affordable Housing required pursuant to a Statutory Agreement;
 5. the Disposal of any other land required to discharge any obligation imposed in any Planning Permission or Statutory

	Agreement 6. a Charge
Planning Act	means the Town and Country Planning Act 1990;
Planning Permission	means any permission granted for the carrying out of Development pursuant to the Planning Act or the Planning Act 2008 except for permitted development under a general development order which is not subject to a prior approval requirement;
Registered Provider	means any one of the following: 1. a body registered as a provider of social housing under the Housing and Regeneration Act 2008 Part 2 Chapter 3; 2. a body which meets the definition of 'Housing Association' as defined in Section 1(1) of the Housing Associations Act 1985; 3. a registered social landlord registered with the Welsh Ministers under Section 1 of the Housing Act 1996; 4. a body which meets the requirements for eligibility for registration as a social landlord under Section 2 of the Housing Act 1996 in Wales; 5. a body created by the Homes and Communities Agency or any successor body for the purpose of bidding for grant funding; or 6. such other provider of

	Affordable Housing approved by a relevant competent Authority;
Relevant Percentage	means fifty per cent (50%)
Relevant Planning Permission	means the Planning Permission for the development of the Overage Land granted on the relevant Trigger Date;
Residential Unit	means any house, flat, maisonette or other unit (and its curtilage) intended for residential occupation and any associated car parking space and garage;
Statutory Agreement	means in relation to the Overage Land or any relevant part of it all or any of the following as the case may be: 1. an agreement (whether or not also affecting other property) pursuant to the Local Government (Miscellaneous Provisions) Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Localism Act 2011 Section 1 and/or the Highways Act 1980 Sections 38 and/or 278 and/or the Water Industry Act 1991 Section 104 or any provision to similar intent or an agreement with a water undertaker or a sewerage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources

		Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water or an agreement with any competent authority or body relating to other services; and/or
	2.	a planning obligation (whether entered into by agreement or otherwise and whether or not also affecting other property) pursuant to the Planning Act Section 106;
	Transferee’s Surveyor	means a chartered surveyor with not less than 15 years’ experience in the residential development market in the Thames Valley area;
	Trigger Date	means the date of any and each Trigger Event;
	Trigger Event	means the implementation of any Planning Permission after the date of this Transfer permitting the Development of the Overage Land;
	Working Day	means any day from Monday to Friday (inclusive) which is not Christmas day, Good Friday or a statutory bank holiday.
2	Interpretation	
2.1	The expressions Transferor and Transferee include their respective successors in title.	
2.2	Any covenant to do any act or thing includes an obligation to procure that it be done and any covenant not to do any act or thing includes a covenant not to allow such act or thing to be done by a third party.	
2.3	Where the Transferor or the Transferee for the time being are two or more individuals, the terms the Transferor and the Transferee include the plural	

number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally.

- 2.4 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.
- 2.5 Any obligation on a party to do an act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to permit or suffer that act to be done by any person under its control.
- 2.6 Where the words **includes, including or in particular** are used in this Schedule they are deemed to have the words **without limitation** following them.

3 **Overage Payment**

- 3.1 On each occasion that a Trigger Date occurs during the Overage Period, an Overage payment shall become due from the Transferee to the Seller.
- 3.2 The Transferee covenants that it shall pay each Overage payment due in respect of the Overage Land to the Transferor on the date which is ten Working Days from and including the date on which the amount of that Overage Payment is agreed or determined in accordance with the terms of this deed and
- 3.3 The Transferee covenants with the Transferor that it shall pay interest at the Interest Rate to the Transferor on each Overage payment that becomes due under clause 3.1. Such interest shall accrue on a daily basis for the period from and including the date determined in accordance with Clause 3.2 .
- 3.4 The Transferee covenants with the Transferor that it shall:
 - 3.4.1 allow the Transferor and its surveyor access to the Overage Land at all reasonable times and on not less than five Working Days' prior written notice to inspect whether implementation of any Relevant Planning Permission has occurred.
- 3.5 The Transferor and the Transferee will use all

reasonable endeavours to agree the amount of the Overage as soon as reasonably possible following the Trigger Date and if the parties agree the amount of an Overage payment at any time after the relevant Trigger Date for that Overage payment, the Transferee and the Transferor shall immediately sign and date a memorandum recording the amount of that Overage payment and the date of the memorandum shall be the date of agreement but if the Transferor and the Transferee have not agreed the amount of the Overage within 20 Working Days after the Trigger Date either party may require that the amount of the Overage be referred to the Expert for determination.

4 Disposals

The Transferee covenants with the Transferor as follows:

- 4.1 The Transferee will not make a Disposal without procuring on or prior to completion of such Disposal that the disponent covenants with the Transferor (which covenants can be in the assurance to the disponent) to observe and perform the provisions of Clause 3 of Schedule 4 of this Transfer
- 4.2 The requirements of paragraph 4.1 do not apply to a Permitted Disposal.
- 4.3 The parties apply to the registrar for entry of a restriction on the register of the title to the Property in standard form L in the Schedule 4 of the Land Registration Rules 2003, namely:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of the registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of clause paragraph 4.1 of Schedule 4 have been complied with or that they do not apply to the disposition”

the Transferee will cease to have any liability under this Schedule for any matter arising after the Disposal in respect of that part of the Overage Land which is the subject of the Disposal (but without prejudice to the Transferee’s continuing liability for prior breaches).

- 4.4 If the parties agree the amount of an Overage Payment at any time after the relevant Trigger Date for that Overage Payment, the Transferee and the Transferor shall immediately sign and date a memorandum recording the amount of that Overage Payment and the date of the memorandum shall be the date of agreement

5 Assignment by Transferor

The benefit of the covenants contained in this Schedule 4 may

be assigned by the Transferor.

6 **Interest**

The Transferee covenants to pay Interest on any money payable pursuant to this Schedule calculated from the due date until payment.

7 **Expert**

7.1 Any dispute concerning any sums payable pursuant to this Schedule must be determined by the Expert in accordance with the following provisions:

- 7.1.1 he will act as an expert and his decision will be final and binding on the parties;
- 7.1.2 he will be instructed to consider all written representations made on behalf of the Transferor and/or the Transferee which are delivered to him within such period or periods as he stipulates (having regard to the parties' wish for a quick determination);
- 7.1.3 he will be instructed to use all reasonable endeavours to give his decision as speedily as possible;
- 7.1.4 if he dies or refuses or is unable to act the procedure for appointment will be repeated as often as necessary;
- 7.1.5 his fees and the costs of his appointment will be payable by the parties in such proportions as he determines (or in default of such determination by the parties equally);
- 7.1.6 if he is ready to make his determination but is unwilling to do so due to the failure of one party to pay its share of the costs in connection with the determination:
 - (a) the other party may serve upon the party in default a notice requiring the party in default to pay such costs within seven Working Days; and
 - (b) if the party in default fails to comply with the notice under paragraph 0.6 (a) the other party may pay to the Expert the costs payable by the party in default and any amount so paid by the other party will be a debt due forthwith from the party in default to the other party together with Interest.

8 **VAT**

The sums payable pursuant to this Schedule are exclusive of any VAT. Accordingly the Transferee will in addition pay any VAT chargeable or payable in respect of such sums.

9 **Good faith**

During the continuance of the obligations arising out of or by virtue of this Transfer and for the purposes of complying with those obligations, each party undertakes, for the purpose of facilitating the proper performance of the obligations on their respective parts arising out of this Transfer, to cooperate and act honestly, fairly, without intention to defraud or act maliciously in its dealing with the other and to act in good faith towards each other.

10.**Restrictive covenants by the Transferor**

None

11. **Declarations**

All Restrictions and obligations on the part of the Transferee are to be observed and performed by the Transferee irrespective of whether they are positive or negative in character and insofar as is necessary to render them enforceable against any successor in title to the Property are covenants to which section 33 of the Local Government (Miscellaneous Provisions) Act 1982

11.1 Any obligation in this set out in this Transfer 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

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.

12 Execution

EXECUTED as a Deed by)
the affixing of the Common Seal)
of **READING BOROUGH COUNCIL**)
in the presence of:



Sealed By: Reading Borough C
Sealed Time: 10/14/2025 11:58:

Signed by:
Molara Solanke
.....
72B8C92F6FB34FD.....
Authorised Signatory

Molara Solanke
.....
Name and Title of Authorised Signatory

Minute	ODN 06.10.25
Originator	FI
Seal No.	574/25
Checked	Initial <i>MS</i>

SIGNED and DELIVERED
as a DEED on behalf of
YEOMANRY HOUSE LIMITED
by a Director in the presence of a witness

.....
Signature of a Director:

.....
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.