

Dated

23 February

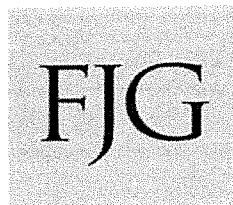
2022

14:29 (B)
Heather Millane
Leon Pascal

CALL OPTION AGREEMENT OVER LAND

relating to

Part of Driveway at 100 East Road, West Mersea, Colchester, Essex, CO5 8SA



SOLICITORS

16 Baddow Road
Chelmsford
Essex
CM2 0DG
Ref: LJP/241035/1

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This Agreement is dated

23 February 2022

PARTIES

- (1) **CECIL EDWARD MOSES MUSSETT** of 100 East Road, West Mersea, Colchester, Essex, CO5 8SA (the "**Owner**"); and
- (2) **P & A INVESTMENTS LTD** incorporated and registered in Guernsey with company number 54779 whose registered office is at Mont Crevelt House, Bulwer Avenue, St Sampson, Guernsey GY2 4LH (the "**Developer**").

BACKGROUND

- (A) The Owner owns the property at 100 East Road, West Mersea, Colchester, Essex, CO5 8SA and has agreed to grant the Developer a call option to buy part of it in accordance with the terms of this Agreement.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

"Completion Date"; the date determined in accordance with clause 16.

"Contract Rate"; 4% per annum above the base rate from time to time of Barclays Bank plc.

"Deposit";

"Developer's Conveyancer"; MRP Capron of 68 Orsett Road, Grays, Essex, RM17 5EJ (Ref: Heather Millane).

"Developer's Option"; the option granted by the Owner to the Developer by this Agreement.

"Developer's Option Notice"; written notice exercising the Developer's Option in accordance with the terms of this Agreement.

"Developer's Option Period"; the period from the date of this Agreement up to and including 31 December 2023.

"Developer's Option Sum";

"Developer's Purchase Price";

"Electronic Payment"; payment by electronic means in same day cleared funds from an account held in the name of the Developer's Conveyancer at a clearing bank to an account in the name of the Owner's Conveyancer.

"Owner's Conveyancer"; Fisher Jones Greenwood LLP of 16 Baddow Road, Chelmsford, Essex, CM2 0DG (Ref: LJP/241035/1).

"Part 1 Conditions"; Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision) and Condition means any one of them.

"Part 2 Conditions"; Part 2 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).

"Property"; the freehold property being part of the driveway at 100 East Road, West Mersea, Colchester, Essex, CO5 8SA shown more particularly tinted in brown on the plan attached to this Agreement and being part of the land registered at HM Land Registry with title absolute under title number EX726460.

"VAT"; value added tax or any equivalent tax chargeable in the UK or elsewhere.

"Working Day"; any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

- 1.2 Clause and Schedule headings will not affect the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires, references to clauses or Schedules are to the clauses and Schedules of this Agreement.
- 1.4 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended from time to time.
- 1.5 A reference to legislation or a legislative provision will include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 A reference to **writing** or **written** includes fax but not email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any reference to the **Owner** includes its successors in title.
- 1.10 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

2. DEVELOPER'S OPTION

- 2.1 On the date of this Agreement, the Developer will pay the Developer's Option Sum to the Owner by Electronic Payment.
- 2.2 In return for the Developer's Option Sum, the Owner grants the Developer the Developer's Option during the Developer's Option Period to buy the Property at the Developer's Purchase Price.

3. ASSIGNABILITY OF AGREEMENT

The Developer may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement or any part of it.

4. ACCESS

- 4.1 The Owner grants licence for the Developer, its agents and contractors, with or without plant and machinery, to enter the Property at all reasonable times during the Developer's Option Period, after giving at least five Working Days' notice to the Owner to carry out any soil, water or environmental tests, inspections or surveys.
- 4.2 The Developer will cause as little disturbance and damage as possible when entering the Property and will immediately at its own cost make good any damage caused.
- 4.3 The Developer acknowledges that the Owner has given the Developer, and others authorised by the Developer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property and that by exercising the Developer's Option, the Developer will be acknowledging that it has formed its own view about the condition and suitability of the Property for the Developer's purposes.

5. EXERCISE OF DEVELOPER'S OPTION

- 5.1 The Developer may exercise the Developer's Option at any time during the Developer's Option Period by serving a Developer's Option Notice on the Owner.
- 5.2 The Developer's Option may only be exercised in respect of the whole of the Property and not in respect of part only.

6. DEPOSIT

- 6.1 On the date of exercise of the Developer's Option, the Developer will pay the Deposit to the Owner's Conveyancer as stakeholder on terms that on completion, the Deposit is paid to the Owner with accrued interest.
- 6.2 The Deposit must be paid by Electronic Payment.

7. SALE AND PURCHASE

- 7.1 If the Developer's Option is exercised in accordance with the terms of this Agreement, the Owner will sell and the Developer will buy the Property at the Developer's Purchase Price on the terms of this Agreement.
- 7.2 If the Developer's Option is exercised in accordance with the terms of this Agreement the Option Sum will be deducted from the Developer's Purchase Price payable on the Completion Date
- 7.3 The Developer cannot require the Owner to:
 - (a) transfer the Property or any part of it to any person other than the Developer; or
 - (b) transfer the Property in more than one parcel or by more than one transfer; or
 - (c) apportion the Developer's Purchase Price between different parts of the Property.

8. CONDITIONS

- 8.1 Upon exercise of the Developer's Option, the Part 1 Conditions will be incorporated in this Agreement so far as they:

- (a) apply to a sale by private treaty;
- (b) relate to freehold property;
- (c) are not inconsistent with the other clauses in this Agreement; and
- (d) have not been modified or excluded by any of the other clauses in this Agreement.

8.2 The terms of this Agreement have the same meaning when used in the Part 1 Conditions.

8.3 References in the Part 1 Conditions to:

- (a) "seller" means the Owner; and
- (b) "buyer" means the Developer.

8.4 Upon exercise of the Developer's Option, the Part 2 Conditions will not be incorporated into this Agreement.

8.5 The following Conditions are amended:

- (a) Condition 1.1.1(d) so that reference to completion date in Condition 1.1.1(d) is to the Completion Date as defined by this Agreement;
- (b) Condition 1.1.1(e) so that reference to contract rate in Condition 1.1.1(e) is to the Contract Rate as defined by this Agreement;
- (c) Condition 1.1.1(o) so that reference to VAT in Condition 1.1.1(o) is to VAT as defined by this Agreement;
- (d) Condition 1.1.1(p) so that reference to working day in Condition 1.1.1(p) is to Working Day as defined in this Agreement;
- (e) Condition 1.1.3(b), so as 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";
- (f) Condition 7.6.3 so that reference to condition 4.1.2 is reference to clause 13;
- (g) Condition 9.1.1 by the deletion of the words "Completion date is twenty working days after the date of the contract";
- (h) Conditions 9.1.2 and 9.1.3, by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm;
- (i) Condition 9.4, so as to add "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion";
- (j) Condition 9.7 so as 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"; and

- (k) Condition 10.1, so the first paragraph reads, "If any plan or statement in the contract, or in written replies which the seller's conveyancer has given to any enquiry raised by the buyer's conveyancer before the date of the contract, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows:".

8.6 The following Conditions will not apply:

- (a) Condition 1.1.4(a);
- (b) Condition 1.2;
- (c) Condition 1.3;
- (d) Condition 1.5;
- (e) Conditions 2.1 and 2.2;
- (f) Conditions 3.2.1 and 3.2.2
- (g) Conditions 4.1.1, 4.1.2 and 4.1.3;
- (h) Conditions 7.1, 7.2, 7.3.1, 7.4.2 and 7.6.2;
- (i) Condition 7.6.5(b);
- (j) Conditions 8.2.2, 8.2.3 and 8.2.4(b);
- (k) Condition 9.2.1; and
- (l) Condition 9.8.3

9. RISK AND INSURANCE

9.1 With effect from exercise of the Developer's Option, the Property will be at the Developer's risk and the Owner will be under no obligation to the Developer to insure it.

9.2 The Developer will not be entitled to refuse to complete or to delay completion due to any event occurring after exercise of the Developer's Option that results in:

- (a) any damage to the Property or any part of it; or
- (b) any deterioration in the condition of the Property.

10. DEDUCING TITLE

10.1 The Owner's title to the Property has been deduced to the Developer's Conveyancer before the date of this Agreement.

10.2 The Developer is deemed to have full knowledge of the Owner's title to the Property and is not entitled to raise any objection, enquiry, requisition or claim in relation to it.

11. VACANT POSSESSION

The Property will be sold with vacant possession on completion.

12. TITLE GUARANTEE

The Owner will transfer the Property with full title guarantee.

13. MATTERS AFFECTING THE PROPERTY

13.1 The Owner will sell the Property free from incumbrances other than:

- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 16 February 2022 at 08:50:00 under title number EX726460;
- (b) any matters discoverable by inspection of the Property before the date of exercise of the Developer's Option;
- (c) any matters which the Owner does not and could not reasonably know about;
- (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before exercise of the Developer's Option;
- (e) public requirements; and
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

13.2 The Developer is deemed to have full knowledge of the matters referred to in clause 13.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

14. TRANSFER

14.1 The transfer to the Developer will be in substantially the same form as the agreed form annexed to this Agreement.

14.2 The Owner and the Developer will execute the transfer in original and counterpart.

15. VAT

15.1 Each amount stated to be payable by the Developer to the Owner under or pursuant to this Agreement is exclusive of VAT (if any).

15.2 If VAT is chargeable on any supply made by the Owner under or pursuant to this Agreement, the Developer will pay the Owner an amount equal to that VAT as additional consideration on the date that the supply is made.

16. COMPLETION

In the event of exercise of the Developer's Option, completion will take place on the date 20 Working Days after the date of service of the Developer's Option Notice, or on such earlier date as the parties may otherwise agree.

17. NON-EXERCISE OF DEVELOPER'S OPTION

17.1 If the Developer's Option is not exercised in accordance with the terms of this Agreement or if the Owner terminates this Agreement in accordance with the terms of this Agreement, the Developer will remove all entries relating to the Developer's Option registered against the Owner's title to the Property within ten Working Days after the earlier of:

- (a) the expiry of the Developer's Option Period; or
- (b) the termination of this Agreement in accordance with the terms of this Agreement.

18. TERMINATION

18.1 Without affecting any other right or remedy available to it, the Owner may terminate this Agreement with immediate effect by giving notice to the Developer if any of the following events occur:

- (a) the Developer is in fundamental breach of any of its obligations in this Agreement;
- (b) the Developer is in substantial breach of any of its obligations in this Agreement and has failed to rectify the breach within a reasonable time after receiving notice to rectify from the Owner;
- (c) the Developer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the Developer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Developer with one or more other companies or the solvent reconstruction of the Developer;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Developer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Developer with one or more other companies or the solvent reconstruction of the Developer;
- (f) an application is made to court or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Developer (being a company);
- (g) the holder of a qualifying floating charge over the assets of the Developer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the Developer or a receiver is appointed over the assets of the Developer;

- (i) the Developer (being an individual) is the subject of a bankruptcy petition or order or makes an application for a bankruptcy order;
- (j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Developer (being a company);
- (k) a creditor or encumbrancer of the Developer attaches or takes possession of, or an execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Developer's assets and such attachment or process is not discharged within 14 Working Days;
- (l) any event occurs, or proceeding is taken, with respect to the Developer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.1(c) to clause 18.1(k) (inclusive);
- (m) the Developer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (n) the Developer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs;
- (o) the Developer (being a company) is struck off from the Register of Companies; or
- (p) the Developer otherwise ceases to exist.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or understanding between them relating to the subject matter of this Agreement.

19.2 The Developer acknowledges and agrees that in entering into this Agreement, it does not rely on and will have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this Agreement or not) other than:

- (a) as expressly set out in this Agreement; or
- (b) in any written replies which the Owner's Conveyancer has given to any enquiries raised by the Developer's Conveyancer before exchange of this Agreement.

19.3 Nothing in this clause 19 will, however, operate to limit or exclude any liability for fraud.

20. JOINT AND SEVERAL LIABILITY

20.1 Where the Developer comprises more than one person, those persons will be jointly and severally liable for the obligations and liabilities of the Developer arising under this Agreement. The Owner 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.

20.2 Where the Owner comprises more than one person, those persons will be jointly and severally liable for the obligations and liabilities of the Owner arising under this Agreement. The Developer 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.

21. NOTICES

21.1 Save as provided in clause 21.6, in this clause, any reference to a notice includes the Developer's Option Notice.

21.2 Any notice given under this Agreement must be in writing and signed by or on behalf of the party giving it.

21.3 Any notice or document to be given or delivered under this Agreement must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next Working Day delivery service; or
- (c) sent by fax.

21.4 Any notice or document to be given or delivered under this Agreement must be sent to the relevant party as follows:

(a) to the Owner at:

100 East Road, West Mersea, Colchester, Essex, CO5 8SA

marked for the attention of 'Cecil Edward Moses Mussett';

or at the Owner's Conveyancer, quoting reference 'LJP/241035/1';

(b) to the Developer at:

[ADDRESS]

marked for the attention of 'The Directors',

or at the Developer's Conveyancer, quoting reference 'Heather Millane';

or as otherwise specified by the relevant party by notice in writing to the other party.

21.5 Any change of the details in clause 21.4 specified by the relevant party by notice in writing to each other party will take effect for the party notified of the change at 9.00 am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date five Working Days after deemed receipt of the notice.

21.6 Giving or delivering a notice (other than the Developer's Option Notice) or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

21.7 Any notice or document given or delivered in accordance with clause 21.2, clause 21.3 and clause 21.4 will be deemed to have been received:

- (a) 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
- (b) 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; or
- (c) if sent by fax, at the time of transmission provided that if transmission occurs before 9.00 am on a Working Day, the notice or document will be deemed to have been received at 9.00 am on that day, and if transmission 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.

21.8 In proving delivery of a notice or document, it will be sufficient to prove that:

- (a) a delivery receipt was signed or that the notice or document was left at the address; or
- (b) 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; or
- (c) the fax was properly addressed and transmitted.

21.9 A notice given or document delivered under this Agreement will not be validly given or delivered if sent by email.

21.10 This clause 21 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.

22. THIRD PARTY RIGHTS

A person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23. GOVERNING LAW

This Agreement 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) will be governed by and construed in accordance with the law of England and Wales.

24. JURISDICTION

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

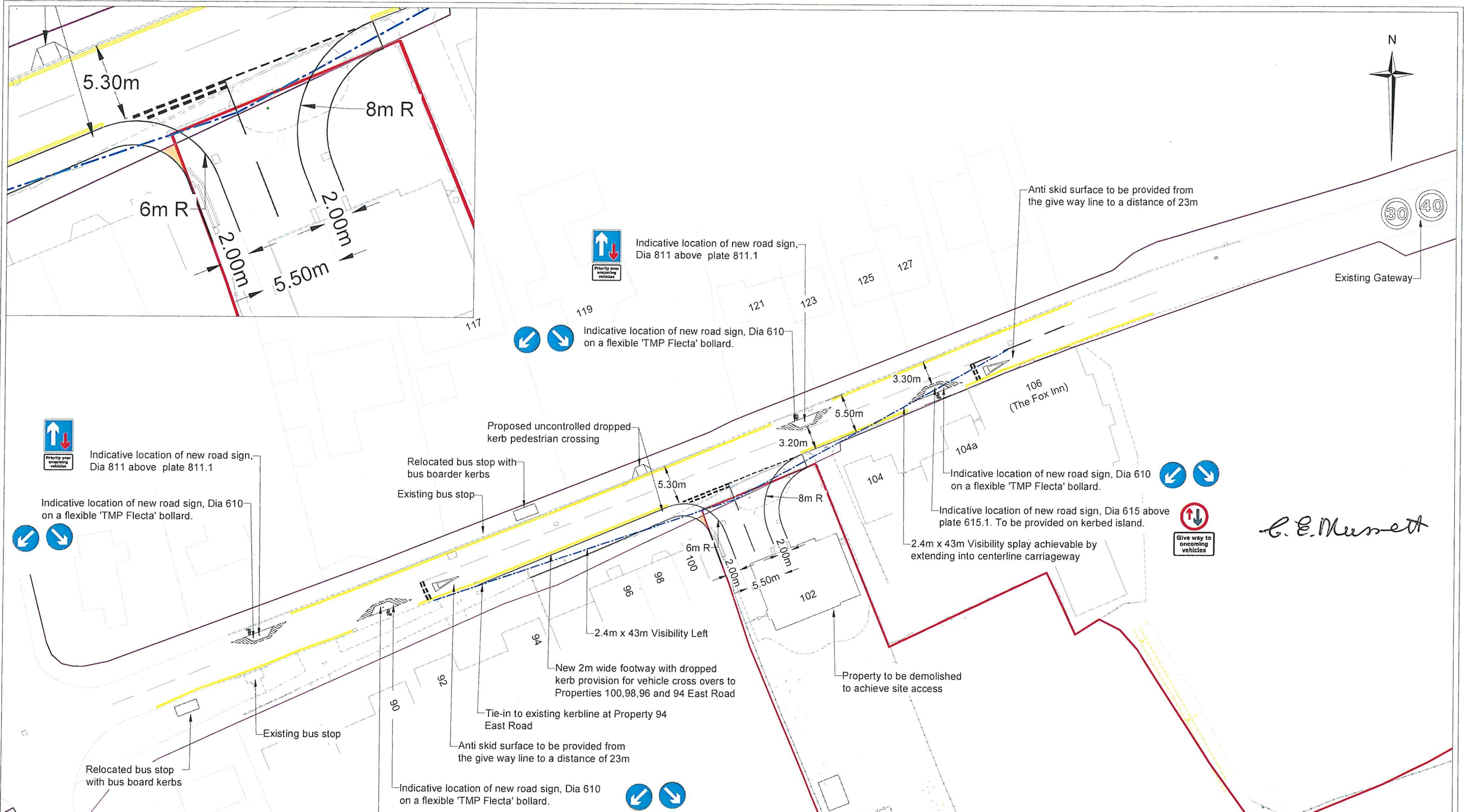
THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.

Signed by **CECIL EDWARD
MOSES MUSSETT**

C. E. Mussett
.....

Signed for and on behalf of
P & A INVESTMENTS LTD

.....



G. E. Mussett

Key	
	Extent of Highway Controlled Land interpolated from ECC Ownership Plan
	Visibility Splay for Site Access
	Site Boundary
	Extent of Property 100 Required To Achieve Proposed Site Access

Drawing Title: SITE ACCESS JUNCTION ARRANGEMENT OPTION B		Rev: A
IT Project: 102 EAST ROAD, WEST MERSEA		Rev: A Description: Amendments in response to RSA DS 20.01.22
Client: BLUESQUARE HOMES LIMITED		Date: JAN 2022
Sheet 1 of 1		Scale: 1:500
Drawn By: DS		Approved By: SW
A3		Notes: Drawings should not be used for any other purpose than that for which they were prepared. The contents of this drawing are confidential, should you receive this drawing in error please return it to Intermodal Transportation at the address printed.

CAD File: IT2211_SK R2 18.01.22.dwg	
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**Intermodal
TRANSPORTATION**

Hunters Court
Debden road
Saffron Walden
Essex CB11 4AA

Tel: +44 (0)1799 529529
e: enquiries@inter-modal.co.uk

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 Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: EX726460
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Part of Driveway at 100 East Road, West Mersea, Colchester (CO5 8SA)</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: tinted brown</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: Cecil Edward Moses Mussett and Rita Enid Kemp</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> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register: P & A Investments Ltd</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: Guernsey</p> <p>(b) Registered number in the United Kingdom including any prefix: 54779</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.

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.

7 Transferee's intended address(es) for service for entry in the register:

102 East Road, West Mersea, Colchester, CO5 8SA

8 The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures): ---
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

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

12.1 Definitions

None.

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.

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

Include words of covenant.

12.2 Rights granted for the benefit of the property

None.

12.3 Rights reserved for the benefit of other land

None.

12.4 Restrictive covenants by the transferee

None.

Include words of covenant.

12..5 Restrictive covenants by the transferor

None.

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

12.6 Other

12.6.1 The Property shall not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

12.6.2 The said Cecil Edward Moses Mussett as appointer in exercise of his statutory powers in that regard and every other power enabling him appoints Rita Enid Kemp to be a trustee of sale relating to the Property jointly with the said Cecil Edward Moses Mussett.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance.

Examples of the correct form of execution are set out in *practice guide 8: execution of deeds*. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Signed as a deed by **CECIL**)
EDWARD MOSES MUSSETT in the)
presence of:

Witness signature:

Witness name:

Witness address:

Signed as a deed by **RITA ENID**)
KEMP in the presence of:)

Witness signature:

Witness name:

Witness address:

Executed as a deed by **P & A**)
INVESTMENTS LTD, a company)
incorporated in Guernsey acting by

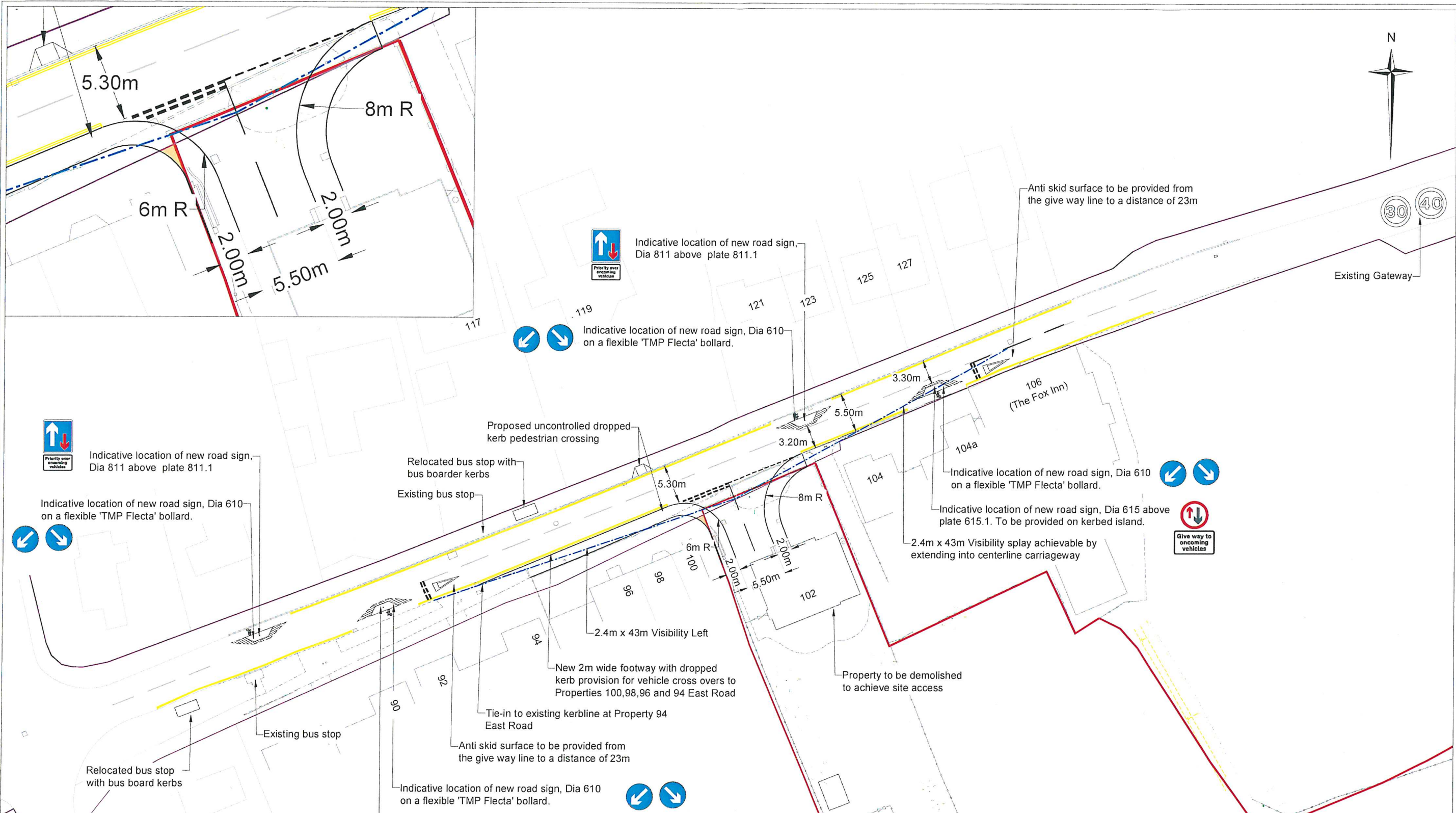
who, in accordance with the laws of
that territory is acting under the
authority of the company

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.



Indicative location of new road sign, Dia 811 above plate 811.1



Indicative location of new road sign, Dia 610 on a flexible 'TMP Flecta' bollard.



Indicative location of new road sign, Dia 610 on a flexible 'TMP Flecta' bollard.



Indicative location of new road sign, Dia 615 above plate 615.1. To be provided on kerbed island.



Indicative location of new road sign, Dia 811 above plate 811.1



Indicative location of new road sign, Dia 610 on a flexible 'TMP Flecta' bollard.



Indicative location of new road sign, Dia 610 on a flexible 'TMP Flecta' bollard.



Indicative location of new road sign, Dia 615 above plate 615.1. To be provided on kerbed island.

Key

- Extent of Highway Controlled Land interpolated from ECC Ownership Plan
- Visibility Splay for Site Access
- Site Boundary
- Extent of Property 100 Required To Achieve Proposed Site Access

Drawing Title: SITE ACCESS JUNCTION ARRANGEMENT OPTION B		Rev: A
IT Project: 102 EAST ROAD, WEST MERSEA	Drawing No: IT2211/SK/002	CAD File: IT2211_SK R2 18.01.22.dwg
Sheet 1 of 1	Date: JAN 2022	Scale: 1:500
Client: BLUESQUARE HOMES LIMITED	Drawn By: DS	Approved By: SW
A3	Notes: Dimensions should not be scaled from this drawing. The contents of this drawing are confidential. Should you receive this drawing in error please return it to Intermodal Transportation at the address printed.	

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