

**Transfer of whole
of registered title(s)**

Land Registry

TR1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of Section 92 of the Finance Act 2001

2. Title Number(s) of the Property *Leave blank if not yet registered.*

3. Property

All that piece or parcel of land situate at Tharston in the County of Norfolk known as Tharston Church Room together with the building erected thereon or on some part thereof and which is shown edged red on the Plan comprised as to part in a deed of gift dated 4 July 1989 and made between K M Heal (1) Norwich Diocesan Board of Finance Limited (2) and the Parochial Church Council for the Parish of Tharston (3) ("the Deed of Gift") and as to the remainder in a conveyance dated 24 February 1953 between Norwich Diocesan Board of Finance Limited (1) and the Parochial Church Council for the Parish of Tharston (2) ("the Conveyance")

4. Date 10 November 2006

5. Transferor *Give full names and company's registered number if any.*

Norwich Diocesan Board of Finance Limited (Company Registered Number 88175) (Charity Registration Number 249318) ("the Authority") and The Parochial Church Council of the Ecclesiastical Parish of Tharston in the Diocese of Norwich and County of Norfolk ("the Administrative Trustees")

Transferee for entry on the register *Give full names and company's registered number, if any. For Scottish companies, use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*
The Parish Council of the Parish of Tharston in the County of Norfolk

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

7. Transferee's intended address(es) for service in the UK (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

8. The Transferor transfers the Property to the Transferee

9. Consideration *Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*

- The Transferor has received from the Transferee for the Property the sum of *In words and figures*
Thirty thousand pounds (£30,000.00) with the consent of the Administrative Trustees

Insert other receipt as appropriate.

The transfer is not for money or anything which has a monetary value

10. The Transferor transfers with *Place "X" in the appropriate box and add any modifications.*

full title guarantee limited title guarantee
See clause 12.9

11. Declaration of trust *Where there is more than one Transferee, place "X" in the appropriate box.*

- The Transferees are to hold the Property on trust for themselves as joint tenants
- The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- The Transferees are to hold the Property *Complete as necessary.*

12. Additional provisions *Insert here any required or permitted statements, certificates or applications and any agreed covenants, declarations etc.*

12.1 In this transfer the following terms shall have the following meanings:

12.1.1 "the Incumbrances" means the matters contained or referred to in the Deed of Gift and the Conveyance

12.1.2 "Deed of Covenant" means a deed of covenant given or to be given by a successor-in-title of the Transferee in favour of the Transferor (for the benefit of the Transferor (for the benefit of the Transferor and the Transferor's successors-in-title) the owners from time to time of the Retained Land and each and every part of the Retained Land to perform the positive covenant (mutatis mutandis) set out in the section of these Additional Provisions headed "Positive covenant by the Transferee"

12.1.3 "the Plan" means the plan attached to this transfer

12.1.4 "the Retained Land" means the freehold property more particularly delineated and shown edged and coloured green on the Plan together with the adjoining and neighbouring property now belonging to the Authority and to the Incumbent for the time being of the benefice of Newton Flotman Swainthorpe Tasburgh Tharston Saxlingham Nethergate and Shotesham which includes The Church of St Mary and the churchyard surrounding the same.

12.2 The Transferor grants to the Transferee (and any person whom the Transferee expressly or impliedly authorises) in common with other persons also entitled the following rights for the benefit of the Property and each and every part of it:

12.2.1 the right at all times and for all purposes to pass over and along the roads and footpaths on the Retained Land with or without vehicles as appropriate

12.2.2 the right at all times to park vehicles on the grass triangle shown edged green on the Plan provided that the road is not obstructed

12.3 The Property is sold subject to

12.3.1 the Incumbrances

12.3.2 The trusts powers and provisions of the Conveyance ("the Trust Instrument") relating to the charitable trusts for the benefit of the ecclesiastical parish of Tharston

12.4 There are excepted and reserved unto the Authority and its successor in title and the Administrative Trustees and their successors in title and the Incumbent for the time being of the Benefice of Newton Flotman Swainthorpe Tasburgh Tharston Saxlingham Nethergate and Shotesham in the Diocese of Norwich and her successors

12.4.1 full and free right and liability without obtaining the consent of or making any compensation to the Transferee or other the owner or owners occupier or occupiers for the time being of the Property to deal in any manner whatsoever with any of the land belonging to the Authority or

to the Incumbent for the time being of the said Benefice adjoining opposite or near to the Property and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the Property or any buildings for the time being thereon

12.4.2 the free flow of water and soil or other services to or from any adjoining land belonging to the Authority or to the Incumbent for the time being of the said Benefice through any drains watercourses pipes wires or cables now existing in the Property or substituted therefor by the Transferee

12.4.3 the right at all times and for all purposes to pass over and along the roads and footpaths on the Property with or without vehicles as appropriate

12.4.4. the right at all times to park vehicles on that part of the Property shown edged in orange on the Plan

12.4.5 the right of access to the Property on reasonable notice to use the water and toilets within the Churchroom on the Property for all related events and Church services without charge

12.4.6 The right of reasonable access to the Property on reasonable notice to use the Churchroom for meetings and related ecclesiastical purposes (free of charge for 13 occasions per annum and at times when there are church services in the Parish Church and thereafter subject to a charge to be agreed)

12.5 The Transferee hereby for themselves and their successors in title hereby jointly and severally covenant with the Authority and its successors in title and by way of separate covenant with the Administrative Trustees and their successors in title and by way of separate covenant also with the Incumbent for the time being of the Benefice of Newton Flotman Swainsthorpe Tasburgh Tharston Saxlingham Nethergate and Shotesham in the Diocese of Norwich and her successors to the intent that the covenants hereinafter contained shall bind the Property into whosever hands the same may come and for the benefit and protection of the adjoining and neighbouring property now belonging to the Authority and to the Incumbent for the time being of the said Benefice and every and every part thereof as follows

12.5.1 that neither the Property nor any part thereof nor any existing or future building thereon or on any part thereof shall at any time hereafter be used as or for a place of commercial amusement (except that the property may be used for the occasional playing of bingo on a non-commercial non profit-making basis and for the performance of plays shows and any other similar light entertainment) hotel tavern inn or public house nor shall any spirituous or fermented liquors at any time be sold in or upon the Property or any part thereof (other than at functions controlled by the Parish Council) and that no act deed matter or thing shall at any time be done suffered or permitted in or upon the Property or any part thereof which may be or become a nuisance annoyance or disturbance to the Transferor or its tenants or to the Incumbent for the time being of the said Benefice or her successors

12.5.2 that no act deed matter or thing shall at any time be done suffered or permitted in or upon the Property or any part thereof which may be or become a nuisance annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Church of St Mary or the churchyard surrounding the same

12.5.3 that at times when there are church services in the Parish Church on Sundays and other important times in the Church of England calendar the Property shall not be used by religious denominations other than the Church of England unless the written permission of the Incumbent or Priest-in-Charge of the Benefice in which the Property is situate shall be first obtained.

12.5.4 not to change the use of the Property without first obtaining the written approval of the Authority and the Administrative Trustees to the proposed change of use

12.6 It is hereby agreed and declared:

- 12.6.1 that the Transferee and the Transferees successors in title shall not be or become entitled to any easement or quasi easement of way or otherwise hitherto enjoyed by the Transferor or other the owners or occupiers of the Property hereby transferred in over under or through any adjoining or neighbouring land retained by the Transferor or the Incumbent for the time being of the said Benefice
- 12.6.2 that the Transferee and the Transferees successors in title the owners and occupiers for the time being of the Property hereby transferred shall not be or become entitled to any right of light or air which would interfere with the free use by the Incumbent or her successors or the Transferor or its successors in title of any adjoining or neighbouring land for building or any other purpose
- 12.7 The Transferee covenants with the Authority and its successors in title and by way of separate covenant with the Administrative Trustees and their successors in title and by way of separate covenant with the Incumbent for the time being of the Benefice of Newton Flotman Swainsthorpe Tasburgh Tharston Saxlingham Nethergate and Shotesham in the Diocese of Norwich and her successors to provide at their own expense disabled car parking facilities on the Property for those using the Church and Churchroom
- 12.8 The parties hereby apply to the Chief Land Registrar to note upon the registered title of the Property hereby transferred all such matters herein contained or referred to as are capable of registration
- 12.9 The Transferor covenants with the Transferee that it has not at any time before the date of this transfer done or executed or knowingly suffered anything by which or by reason of which it is in anywise hindered from transferring the Property in the manner set out in this transfer
- 12.10 In this transfer where the context so admits
- 12.10.1 words importing the singular number only include the plural number and vice versa and words importing the masculine gender only include the feminine gender and vice versa
- 12.10.2 where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally
- 12.11.1 The Transferee with the intent to bind as far as may be the Property and each and every part thereof and all persons who shall for the time being be the owner of any estate or interest in or the occupier of the Property or any part or parts thereof hereby covenants with the Transferor that the Transferee and the Transferees successors in title will not at any time hereafter carry out or permit or suffer to be carried out upon the Property or any part or parts thereof any development of any kind whatsoever which would require planning consent under the Town and Country planning legislation for the time being in force provided that the provisions of this clause 12.11.1 shall not relate to any development involving the extension or improvement of the existing building as a village hall and provided also that the provisions of this clause 12.11.1 shall not relate to the demolition of the existing parish hall and the construction of a new village hall for which development planning permission has been conditionally granted to the Transferee and without prejudice to and notwithstanding the foregoing will not at any time hereafter extract or permit or suffer to be extracted from the Property or any part thereof any minerals or carry out or permit or suffer to be carried out any subsequent landfill of the Property or any part thereof
- 12.11.2 In the whole of this clause 12.11 the following expressions shall have the meanings hereafter respectively assigned to them that is to say:
- "the Transferor" means the Authority and the Administrative Trustees
- "the Transferor" and "the Transferee" shall where the context so admits and without prejudice to the operation of Sections 78 and 79 of the Law of Property Act 1925 include their respective successors in title and the persons claiming through or under them
- "develop" and "development" shall have the meanings assigned to them respectively by the Town and Country Planning Act 1990 or any re-enactment or modification thereof for the time being in force and without prejudice to and notwithstanding such meanings assigned

shall include the extraction of minerals from the Property or any part thereof and any subsequent landfill

12.11.3 If the rule of law known as the perpetuity rule shall be applicable to the covenants contained in clause 12.11.1 hereof (but not further or otherwise) it is hereby declared that the said covenants shall not have effect after the expiration of a period of 79 years from the date hereof which said period is hereby declared to be the perpetuity period for the purpose hereof

12.11.4 Not to transfer the Property or any part of it without procuring that the transferee delivers a Deed of Covenant to the person so entitled.

12.11.5 The Transferor and the Transferee apply to the Chief Land Registrar to enter the following restriction against the title number to be allotted to the Property inform L of schedule 4 to the Land Registration Rules 2003:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed on behalf of Norwich Diocesan Board of Finance Limited of Diocesan House 109 Dereham Road Easton Norwich NR9 5ES by its secretary or conveyancer that the provisions of Additional Provisions Panel, Positive covenant by the Transferee, clause 12.11.4 of a transfer dated 10 November 2006 made between Norwich Diocesan Board of Finance Limited and The Parochial Church Council of the Ecclesiastical Parish of Tharston in the Diocese of Norwich and Country of Norfolk (1) and The Parish Council of the Parish of Tharston in the County of Norfolk (2) have been complied with.”

12.11.6 The Transferor agrees that consent will be given for a transfer of the Property or part of it upon receipt of a Deed of Covenant.

12.11.7 The Transferee agrees and undertakes:

12.11.7.1 that the restriction set out in clause 12.11.5 is to have priority over any interest of a chargee under a legal charge over the Property which the Transferee has created at completion;

12.11.7.2 to procure that the application which the Transferee's solicitors will make to the Land Registry to obtain the registration of the Transferee as the registered proprietor of the Property will provide that the restriction will have priority over any legal charge which the Transferee has created at completion.

12.12 The Authority and the Administrative Trustees certify that as charity trustees they have power under the trusts of the charity to effect this disposition and that they have complied with the provisions of Section 36 Charities Act 1993 so far as applicable to it.

12.13 The Property hereby conveyed is held by or in trust for a charity by the Authority and the charity is not an exempt charity and the restrictions on disposition imposed by Section 36 Charities Act 1993 apply to the Property (subject to sub-section (9) of that section)

12.14 The Property hereby conveyed will as a result of this transfer be held by the Transferee a non-exempt charity and the restrictions on disposition implied by Section 36 of the Charities Act 1993 will apply to the Property (subject to Section 36 (9) of that Act)

13. Execution *The Transferor must execute this transfer as a deed using the space below. 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 (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

Executed as a deed by affixing the common)
seal of **NORWICH DIOCESAN BOARD OF**)
FINANCE LIMITED in the presence of:

[Handwritten signature]

Member of the Executive Committee of the Board

[Handwritten signature]

Member of the Executive Committee of the Board

[Handwritten signature]

Countersigned by the Secretary to the Board



Signed by)

the Chairman and)

and

two members of the

Parochial Church Council of the
Ecclesiastical Parish of Tharston present at a
meeting at which it was resolved that this
deed be executed in the presence of:

Witness' signature:

Witness' name:

Witness' address:

Witness' occupation:

Executed as a deed by affixing the common)
seal of **NORWICH DIOCESAN BOARD OF)**
FINANCE LIMITED in the presence of:

.....
Member of the Executive Committee of the Board

.....
Member of the Executive Committee of the Board

.....
Countersigned by the Secretary to the Board

Signed by *SALLY GAZE*

the Chairman and *BARBARA CATTERMOLLE*

and *PATRICIA REED*

two members of the

Parochial Church Council of the

Ecclesiastical Parish of Tharston present at a

meeting at which it was resolved that this
deed be executed in the presence of:

) *Sally Gaze (Chair)*

) *Barbara Cattermole*

Patricia R. Reed

Witness' signature:

Adrian Miller

Witness' name:

ADRIAN MILLER

Witness' address:

18 CAMMAS ROAD

TASBURGH

NORWICH NR15 1WZ


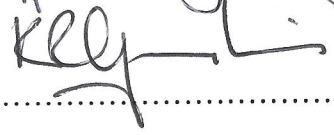
Witness' occupation:

CLERK IN HOLY ORDERS



Signed by GRAHAM JOHN BLEACH)
the Chairman and HEATHER A JEARY)
and KENNETH RICHARD GRAYLING)

two members of the
Parish Council of the Parish of Tharston
present at a meeting at which it was resolved
that this deed be executed in the presence of:


.....

.....

Witness' signature:


.....

Witness' name:

KAREN TIMSON
.....

Witness' address:

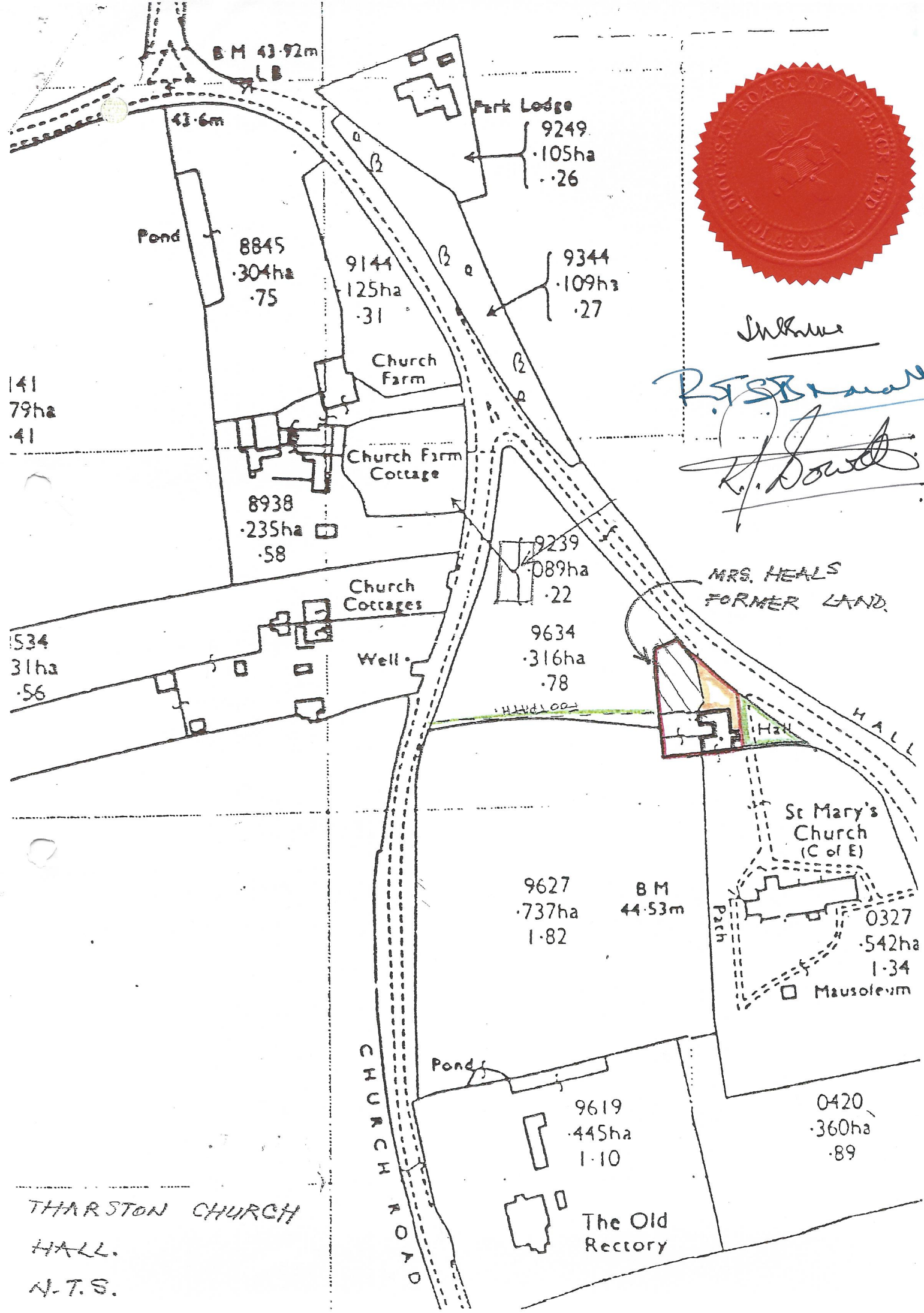
OXWOOD
.....

THE STREET
.....

HARTON
.....

Witness' occupation:

PARISH CLERK
.....



B.M. 43.92m
L.B.

Park Lodge
9249
.105ha
.26

Pond
8845
.304ha
.75

9144
125ha
.31

9344
.109ha
.27

Church Farm

Church Farm Cottage

8938
.235ha
.58

9239
.089ha
.22

MRS. HEALS
FORMER LAND.

Church Cottages

9634
.316ha
.78

Well

534
31ha
.56

HALL

9627
.737ha
1.82

B.M. 44.53m

St Mary's Church
(C of E)
0327
.542ha
1.34
Mausoleum

Ponds

9619
.445ha
1.10

0420
.360ha
.89

The Old Rectory

THARSTON CHURCH
HALL.
N.T.S.



Inkman

R.T.S. [unclear]

[Handwritten signature]

CHURCH ROAD