

Dated

2025

Mr Alan Jeffrey Bentley

and

Contract For The Sale Of Freehold Land With Vacant Possession

At

Land at Hill Top Farm, Shap, Cumbria, CA10 3LF (Lot 3)



**CARTMELL
SHEPHERD**
SOLICITORS

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

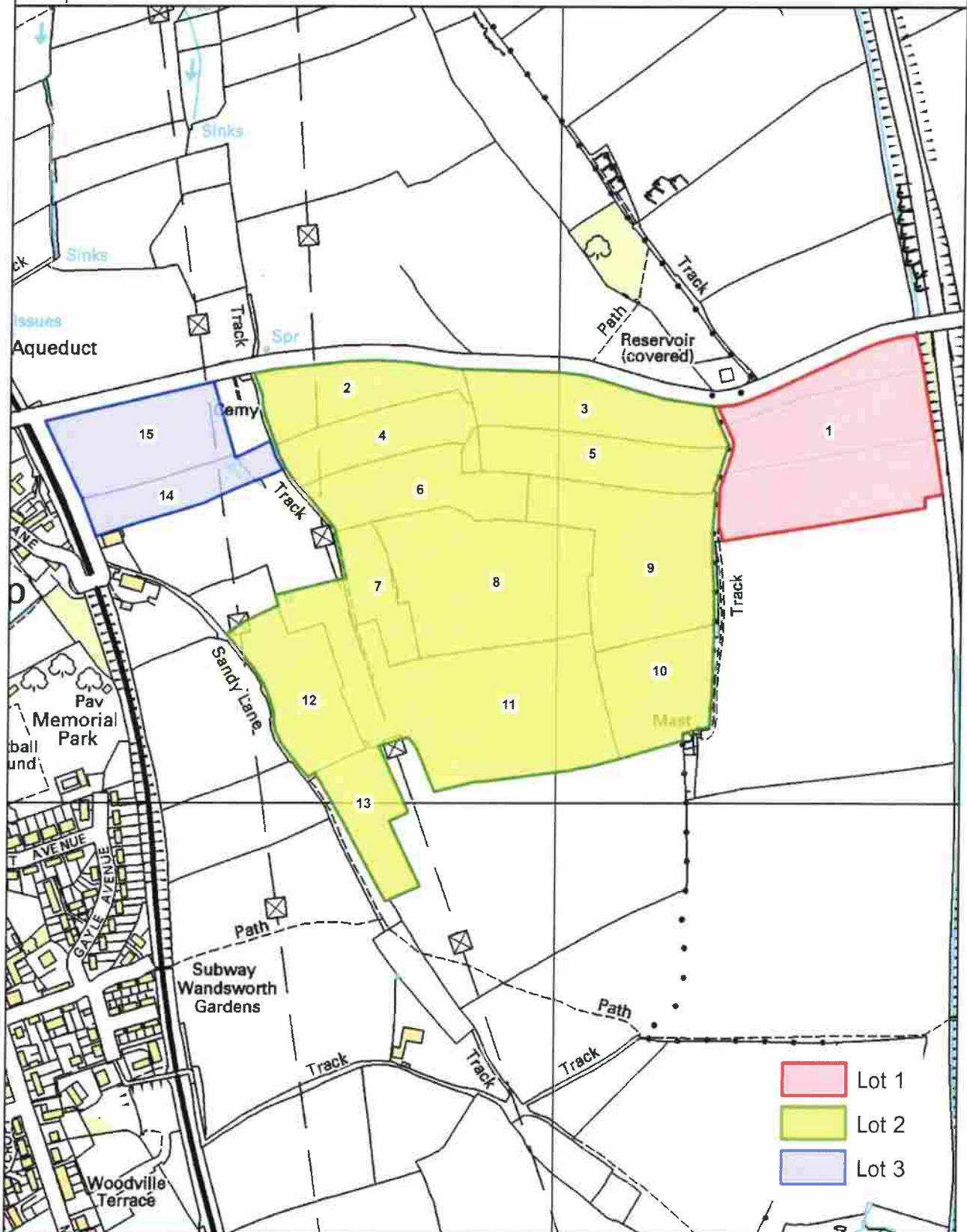
2. Sale and purchase

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

3. Conditions

- 3.1 The Part 1 Conditions are incorporated in this Contract so far as they:
 - (a) apply to a sale by private treaty;
 - (b) relate to freehold property;
 - (c) are not inconsistent with the other clauses in this Contract; and
 - (d) have not been modified or excluded by any of the other clauses in this Contract.
- 3.2 The terms used in this Contract have the same meaning when used in the Part 1 Conditions.

Land at Hilltop farm, Shap



- Lot 1
- Lot 2
- Lot 3

H&H
Land & Estates

Borderway
Rosehill
Carlisle
CA1 2RS
01228 406260
hhlandestates.co.uk

Date: June 2025
Our Ref: HB460
Plan No: 1
Scale @ A4: 1:5,000

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0 50 100 200 Meters

8. Title guarantee

- 8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with Full Title Guarantee save as modified in the transfer referred to in clause 10.
- 8.2 Condition 7.6.2 does not apply to this Contract.

9. Matters affecting the Property

- 9.1 The Seller will sell the Property free from incumbrances other than:
- (a) any matters, other than the Charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 07 JUL 2025 at 12:44:59 under title number CU95950, and as 07 JUL 2025 at 12:45:40 under title number CU238146;
 - (b) any matters discoverable by inspection of the Property before the date of this Contract;
 - (c) any matters which the Seller does not and could not reasonably know about;
 - (d) any matters, other than the Charges, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this Contract;
 - (e) public requirements;
 - (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002 or unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002; and
 - (g) a grazing licence dated 15th April 2025
- 9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this Contract.
- 9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.
- 9.4 For the avoidance of doubt the Property does not include any basic payment scheme entitlements or delinked payments.

10. Transfer

- 10.1 The transfers to the Buyer will be in the agreed forms annexed to this Contract
- 10.2 The Buyer and the Seller will execute the transfers in original and counterpart.
- 10.3 Condition 7.6.5(b) does not apply to this **Contract**.

11. VAT

- 11.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this Contract is exclusive of VAT (if any).
- 11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this Contract, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.
- 11.3 Conditions 2.1 and 2.2 do not apply to this Contract.

15. Joint and several liability

- 15.1 Where the Buyer comprises more than one person, those persons will be jointly and severally liable for the Buyer's obligations and liabilities arising under this Contract. The Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 15.2 Where the Seller comprises more than one person, those persons will be jointly and severally liable for the Seller's obligations and liabilities arising under this Contract. The Buyer may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 15.3 Condition 1.2 does not apply to this Contract.

16. Notices

- 16.1 Any notice given under this Contract must be in writing and signed by or on behalf of the party giving it.
- 16.2 Any notice or document to be given or delivered under this Contract must be:
- (a) delivered by hand;
 - (b) sent by pre-paid first class post or other next working day delivery service; or
 - (c) sent by fax.
- 16.3 Any notice or document to be given or delivered under this Contract must be sent to the relevant party as follows:
- (a) to the Seller at:
Hill Top Farm, Shap, PENRITH, Cumbria, CA10 3LF
or at the Seller's Conveyancer, quoting the reference 41282.004/BG/BG
 - (b) to the Buyer at the address stated above or at the Buyer's Conveyancer.
or as otherwise specified by the relevant party by notice in writing to the other party.
- 16.4 Any change of the details in clause 16.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
- (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.
- 16.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 16.6 Any notice or document given or delivered in accordance with clause 16.1, clause 16.2 and clause 16.3 will be deemed to have been received:
- (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;

Signed by

Mr Alan Jeffrey Bentley

.....

Signed by

.....

Signed by

.....

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.

1	Title number(s) out of which the property is transferred: CU95950
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land at Hill Top Farm, Shap, Cumbria, CA10 3LF</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p>Alan Jeffrey Bentley and Maureen Elizabeth Saggars</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> <p><u>For UK incorporated companies/LLPs</u></p>

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Add any modifications.

☐ The covenants implied under the LPMMPA 1994 are modified so that:

(a) the covenant set out in section 2(1)(b) of the LPMMPA 1994 shall not extend to costs arising from the Transferee's failure to:

(i) make proper searches; or

(ii) raise requisitions on title or on the results of the Transferee's searches; and

(b) the covenant set out in section 3 of the LPMMPA 1994 shall extend only to charges or incumbrances created by the Transferor

Where the transferee is more than one person, place 'X' in the appropriate box.

- 1 Declaration of trust. The transferee is more than one person and
- 1 ☐ 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:

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

- 1 Additional provisions
- 2
- 1 Definitions
- 1.1 The following definitions and rules of interpretation apply in this transfer. .
- Charges:** none
- LPMMPA 1994:** the Law of Property (Miscellaneous Provisions) Act 1994.
- Plan:** the plan attached to this transfer marked "Plan".
- 1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.3 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

- 1.11 All matters recorded at the date of this transfer in 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 LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.
- 1.12 The Property will 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.

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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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 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Insert here any required or permitted statement, certificate or application and

6	Transferee's intended address(es) for service for entry in the register:
7	The transferor transfers the property to the transferee
8	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
9	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>1. The covenants implied under the LPMPA 1994 are modified so that:</p> <p>(a) the covenant set out in section 2(1)(b) of the LPMPA 1994 will not extend to costs arising from the Transferee's failure to:</p> <p>i. make proper searches; or</p> <p>ii. raise requisitions on title or on the results of the Transferee's searches;</p> <p>(b) the covenant set out in section 3 of the LPMPA 1994 will extend only to charges or incumbrances created by the Transferor.</p>
10	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
11	<p>Additional provisions</p> <p>1.1 The following definitions apply in this transfer.</p>

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 10 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 3.

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.

12 Execution

Signed as a Deed by

Alan Jeffrey Bentley

.....

in the presence of:

.....

SIGNATURE OF WITNESS

NAME,

ADDRESS

OF WITNESS

Signed as a Deed by

.....

in the presence of:

.....

SIGNATURE OF WITNESS

NAME,

ADDRESS

OF WITNESS