

DATED

6 MAY

2022

Redrow Homes Ltd.

AND

TEMPLE WHARF MANAGEMENT
COMPANY LIMITED

-TO-

OLATUBOSUN FAVOUR OLAWOYIN AND ADEOLA OLUSEYE OLAWOYIN

T R A N S F E R

relating to Plot 128

Temple Wharf, Strood P2

Legal Department
Redrow House
St. David's Park
Flintshire
CH5 3RX



Land Registry

Transfer of part of registered title(s)

Form approved by LR on the 20.6.2013 for Chief Land Registrar

TP1

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.

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.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with 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:

TT39637

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

Plot 128 Temple Wharf, Strood P2 Estate which is known or is intended to be known as number 70 Knights Templar Way Strood Rochester Kent ME2 2ZD

The property is identified

☒ on the attached plan and shown: edged red

☐ on the title plan(s) of the above titles and shown:

4 Date: 6 MAY 2022

5 Transferor:

REDROW HOMES LIMITED

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: 01990710

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:

OLATUBOSUN FAVOUR OLAWOYIN
ADEOLA OLUSEYE OLAWOYIN

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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.

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.

7	Transferee's intended address(es) for service for entry in the register: 70 Knights Templar Way Strood Rochester Kent ME2 2ZD
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): £437,600.00 (four hundred and thirty-seven thousand six hundred pounds) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input checked="" type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions 1. Definitions 'Accountant' means an independent accountant to be appointed by the Management Company who is a member of a body of accountants established in the United Kingdom and for the time being recognised by the Secretary of State for the purpose of the Companies Act 1985 'Accountants Certificate' a written statement containing a breakdown of the Expenses and specifying the Service Charge payable by the Transferee which will be conclusive and binding on the Management Company the Transferee and the Transferor as regards all matters contained specified or certified therein (other than any question of law) to the extent permitted by statute 'Apparatus' means the foul and/or surface water sewers and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within or as are to be laid within the Protected Strip; 'Boundary Structure'

any wall fence hedge tree retaining wall or other structure on any boundary of the Property

'Building'

a house bungalow other structure with living quarters garage car port constructed or to be constructed on the Estate by the Transferor

'Common Parts'

the open spaces together with all other landscaped areas (if any) and any fencing thereto within the Estate, (which do not fall within the boundaries of the Property or any of the other Plots), the riverside walk, play areas and equipment, footpaths and adjoining land, and the attenuation tanks or other storage facilities and any service conduits (not intended to become adopted and maintained at public expense) and any other areas and facilities (including any equipment thereon) intended to be used in common by the Property and the other Plots (but excluding any areas and facilities which become or which are intended to become adopted or which fall within the boundaries of other Plots)

'Dominant Tenement'

means the undertaking of the Water Company within its area as particularised in the Water Company's "Instrument of Appointment" as a sewerage undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof;

'Estate'

all the land (except the Property and the site of any electricity sub-station gas governor or water pumping station) now or formerly comprised in the title number in Panel 1 and on which the Transferor is carrying out development and which is known as Temple Wharf Estate

'Estate Roads'

all roads verges footpaths now or to be constructed within the Estate which are intended to become public highway

'Estate Sewers'

the surface water and foul sewers now or to be constructed within the Estate which are intended to become public sewers

'Expenses'

in respect of each Financial Year the costs incurred by the Management Company in carrying out its obligations as specified in clause 8.3 under the heading 'Obligations of the Management Company' and the expenses incurred by the Management Company as specified in clause 8.4 under the heading 'The expenses incurred by the Management Company in carrying out its obligations'

'Interim Payment'

such amount as in the opinion of the Surveyor fairly represents 50% of the Service Charge for the current Financial Year

'Financial Year'

the period from 1 January in each year to 31 December in each year or such other annual period as the Management Company may in its absolute discretion determine

'Management Company'

Temple Wharf Management Company Limited (CRN 10884192) registered office is situated Redrow House, St Davids Park, Flintshire CH5 3RX

'Managing Agents'

the managing agents for the time being of the Management Company or if none the Management Company

'Plan'

the attached plan

'Plots'

each plot on the Estate intended for residential occupation

'Projections'

all foundations chimneys eaves guttering drainpipes fence posts wall piers windows emissions and similar projections (and temporarily during the course of construction and for construction and essential maintenance or repairs or scaffolding)

'Protected Strip'

means the strip of land shown on the Plan and thereon hatched blue (if any) and being six metres wide and unless the contrary shall be stipulated or be clear from the Plan the strip of land shall lie one half to each side of the centre line of the Apparatus;

'Relevant Authority'

all statutory corporations local or other authorities and all bodies exercising statutory rights powers or obligations which will include but not limited to highway planning drainage water electricity gas and telecommunications suppliers and any other authority or body or company to which the powers of such authority body or company are delegated

'Restriction Period'

The period expiring on the earlier of expiry of five years from the date of this Transfer and the date the Transferor has developed and physically left the Estate

'Service Charge'

such proportion as may be reasonably determined by the Management Company of the Expenses or as otherwise provided in Clause 8.5

'Service Media'

all conducting media and apparatus (excluding the Estate Sewers) for foul and surface water drainage gas light water oil electricity telephone electronic transmissions and similar services now or to be constructed within the Estate or the Property

'Shared Access'



Development	Temple Waterfront - Phase 2		Plot Number	PLOT 128
Date of Issue	Aug 2018	Revision	B	Layout Revision
				-
			Scale @ A4	1/500

DEED PLAN KEY

- Plot Boundary
- Estate Management Company
- Joint Access
- Sewer Easement
- Gas/Elec Easement
- Management Company for Apartments
- Virgin Media Easement
- LB Lighting Bollard
- FP Feeder Pillar
- Street Lighting Column


REDROW
HOMES
 Redrow Homes (South East) Limited



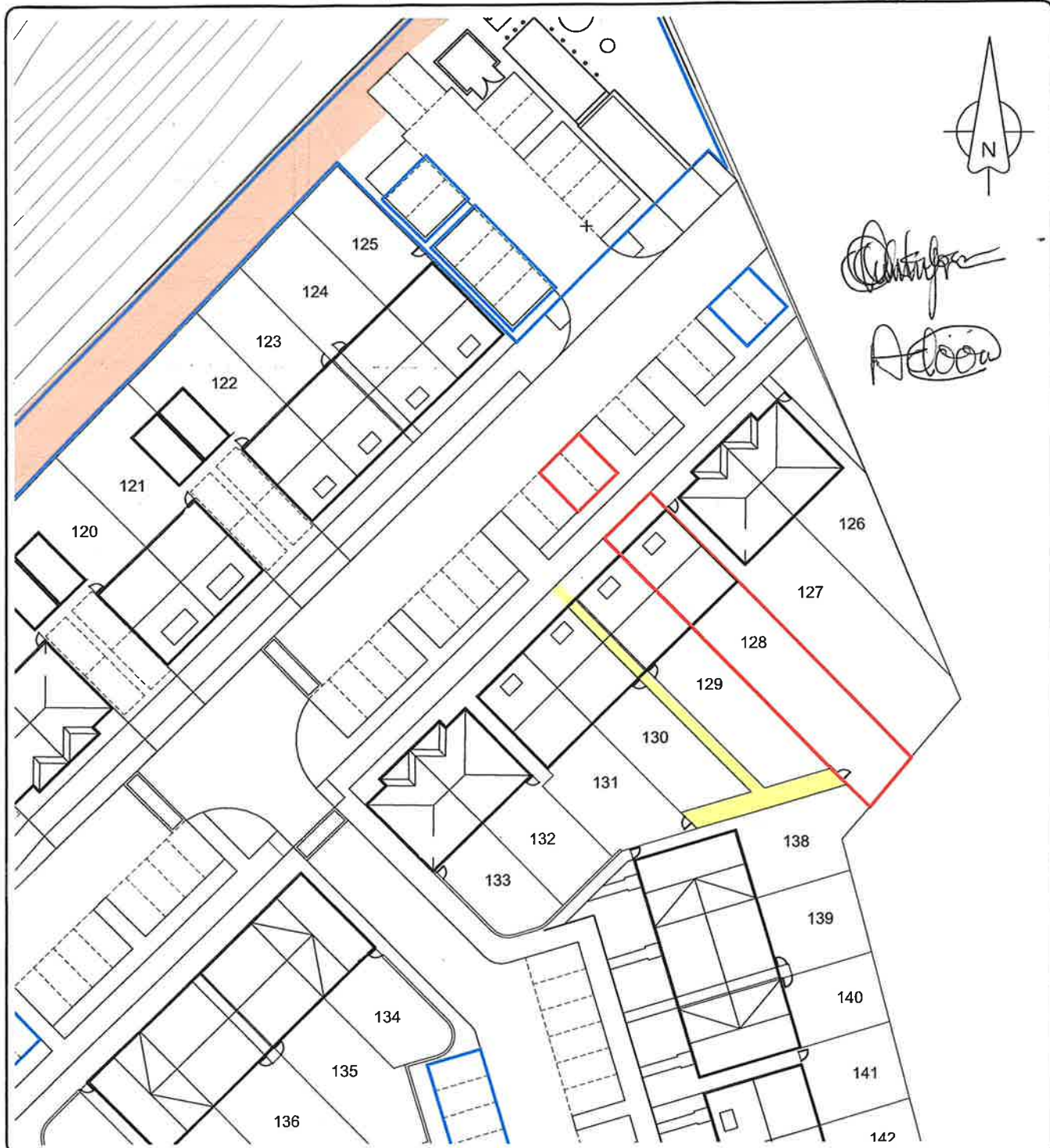
 Director



 Director / Secretary

OLA 0084/1

V02



Development	Temple Waterfront - Phase 2	Plot Number	PLOT 128
Date of Issue	Aug 2018	Revision	B
		Layout Revision	-
		Scale @ A4	1/500

DEED PLAN KEY	
	Plot Boundary
	Estate Management Company
	Joint Access
	Sewer Easement
	Gas/Elec Easement
	Management Company for Apartments
	Virgin Media Easement
LB	Lighting Bollard
FP	Feeder Pillar
	Street Lighting Column



REDROW
HOMES

Redrow Homes (South East) Limited

Director

Director / Secretary

The area (if any) which forms or is intended to form the site of an access drive and/or footpath jointly serving the Property and any other Plots but not intended to become public highway and will include (for the avoidance of doubt) those areas which also run beneath a structure (with or without living quarters) constructed by the Transferor above ground level and shown shaded yellow (if any) on the Plan.

'Rights'

means the perpetual rights granted by the Transferee as detailed in the clause 9 of this Transfer

'Surveyor'

any surveyor employed by the Management Company.

'Water Company'

means Southern Water Services No. 2366670 whose registered office is situate at Southern House Yeoman Road Worthing West Sussex BN13 3NX and its successors in title; and

2. Declarations

It is agreed and declared by the Transferor and the Transferee as follows:

2.1 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows do not apply to this Transfer and no legal or other rights are granted over the Estate for the benefit of the Property or granted over the Property for the benefit of the Estate except for those expressly granted or reserved by this Transfer

2.2 The expressions the 'Transferor' the 'Management Company' and the 'Transferee' include their respective successors in title unless specifically excluded.

2.3 The singular includes the plural and the masculine includes the feminine and vice versa and where there are two or more persons included in the Transferee any obligation or agreement in this deed will bind them both individually and jointly

2.4 No building scheme will be created by this Transfer and the Transferor may modify waive or release any covenants set out in clause 5.

2.5 The covenants in clause 5 are enforceable between the Transferor and the Transferee and also between the purchasers of any other Plots on the Estate

2.6 The Transferor is not liable to the Transferee or his successors in title for any breaches of covenants or conditions committed by the purchasers or lessees on any other Plot on the Estate and the Transferor is not obliged to take proceedings to enforce those covenants restrictions stipulations and conditions

2.7 The Transferor is not bound by any scheme of development of the Estate as shown on any plans or documents and is entitled to sell the Estate in such plots or

parcels and subject to such rights declarations and covenants as it considers appropriate and is entitled to vary the same and vary the layout of the Estate as it consider fit

2.8 Any person exercising the rights in clauses 3 and 4 will not do so unreasonably and will cause as little damage and inconvenience as reasonably possible and will repair any damage caused as quickly as possible

2.9 The Transferee will if requested by the Transferor enter into any necessary deed of grant or variation in respect of easements relating to the Service Media, Estate Sewers or Estate Roads

2.10 All Boundary Structures separating the Property and the Estate (except those adjoining the Estate Road or public highways) and any walls separating Buildings on the Property from any other Buildings on the Estate or which have been erected by the Transferor are party Boundary Structures and are to be maintained accordingly

2.11 The Transferees and their successors in title hereby exclude all claims rights and privileges (if any) under Part I of the Land Compensation Act 1973 relating to the Property

2.12 The use of all Shared Accesses Service Media and Boundary Structures and any other things now or to be constructed by the Transferor intended for shared use by the Transferee and the owners of any other Plots or neighbouring properties is conditional on the Transferee paying a fair proportion of the costs incurred in their inspection maintenance and renewal by the Transferor or any person sharing their use and/or enjoyment and any dispute about the amount to be paid will be settled by the written certificate of an independent surveyor acting as an expert appointed by agreement between the parties to the dispute or failing agreement by the President of the Royal Institution of Chartered Surveyors on the application of any party to the dispute

2.13 None of the provisions of this Transfer save as provided herein are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 upon a person who is not a party to this transfer except successors in title of the Transferee and successors and assigns of the Transferor

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

Rights granted for the benefit of the property

3. Rights Granted

The following rights are granted to the Transferee and all others authorised by the Transferor (in common with all other persons having a similar right)

3.1 A right of way over:

3.1.1 the Estate Roads until they become maintainable at public expense

3.1.2 over any Shared Access (but on foot only over footpaths) which serves the Property but is not within the red edging on the Plan.

3.2 A right to use the Estate Sewers until they become maintainable at public expense.

3.3 The right to connect to and use inspect maintain and renew any Service Media on the Estate which serve the Property

3.4 The right of support and protection to the Property and any Building on the Property

3.5 The right to keep and use on adjoining parts of the Estate any Projections from the Property as constructed by the Transferor

3.6 The right to enter upon adjoining parts of the Estate to inspect maintain or renew any part of any Shared Access which serves the Property and any part of the Property or the Service Media serving the Property

3.7 The right to the benefit of all covenants by other owners of any other Plots

3.8 The right from time to time at all reasonable hours in the day time and upon giving notice to enter upon any of the other Plots so far as may be necessary but not otherwise for the purpose of the reading of any service meters or repairing and maintaining any building or structure erected or to be erected on the Property

3.9 A right to use the Common Parts for all reasonable purposes connected with the use of the Property

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

Rights reserved for the benefit of other land

4. Rights Reserved

Except as mentioned below these rights are reserved for the benefit of any part or parts of the Estate and also for the benefit of the Management Company and any Relevant Authority and of any other persons authorised by them or by the Transferor

4.1 Rights of way with or without vehicles at all times over any Shared Access which is part of the Property but the use of which is shared and serves any other parts of the Estate or any land adjoining the Estate

4.2 Rights to construct connect to and use inspect maintain and renew any Service Media which cross the Property

4.3 Rights to keep and use on the Property any Projections including any from any Buildings adjoining the Property now or to be constructed by the Transferor

4.4 Rights to tie in adjoining Buildings and of support and protection from the Property for any land or Buildings adjoining the Property

4.5 Rights to enter on the Property to inspect maintain or renew any Shared Access forming part of the Property and any part of any building adjoining the Property constructed by the Transferor

4.6 Rights to enter the Property to alter any existing Service Media and to lay new Service Media and to use inspect maintain and renew any Service Media

4.7 Rights to enter the Property in order to construct any Projections and any walls or fences relating to adjoining land or Buildings

4.8 Rights to enter the Property for the purpose of complying with the proper requirements of any Relevant Authority

4.9 Rights to enter the Property to plant trees or shrubs or to carry out landscaping operations or to fulfil the requirements of any relevant planning permission

4.10 Rights to enter the Property for the purpose of re-locating any Boundary Structures or other boundary markers (in respect of which the Transferee will not be entitled to object or to claim compensation) if as a result of a subsequent as built survey it is shown that such Boundary Structures or markers have not been erected in the position shown on the Plan

4.11 Rights of support and protection for the Estate by the Property

4.12 The right from time to time at all reasonable hours in the day time and upon giving notice to enter upon the Property so far as may be necessary but not otherwise for the purpose of the reading of any service meters or repairing and maintaining any building or structure erected or to be erected on any of the other Plots

4.13 The right for the Transferor only at any time during the Restriction Period to erect maintain and keep any advertisement board or hoarding or directional sign on the Property such boards or signs to be of such size dimensions and design as the Transferor in its absolute discretion determines subject to the Transferor making good any damage caused to the Property by the exercise of such right.

Include words of covenant.

Restrictive covenants by the transferee

5. Transferees Covenants

The Transferee so as to bind the Property and each and every part and to benefit the Estate and each and every part covenants with the Transferor (and as a separate covenant with every other person who is now the owner of any other Plots) to observe and perform the following covenants restrictions and stipulations and conditions but not so as to render the Transferee personally liable for any breach after he has disposed of his legal interest in the Property

5.1 Not to use the Property for any purpose other than as or incidental to one private residential dwelling and not to use the Property for any trade or business

5.2 Not to do or permit or suffer to be done on the Property anything which may be or become a nuisance or annoyance or cause damage to the Transferor or the Transferor or to the owners tenants or occupiers of any adjoining or neighbouring property

5.3 Not to erect or construct any building or other structure whatsoever whether temporary or permanent on the Property without the prior consent in writing of the Transferor and if required any Relevant Authority and to pay such reasonable administration fee as the Transferor reasonably requires

5.4 Not to alter the external appearance of the dwellinghouse on the Property without the prior written consent of the Transferor

5.5 Not to erect any walls fences or other structures nor allow any hedge to grow on the Property between any Building on the Property and the Estate Roads except as provided as at the date of this Transfer

5.6 Not to erect or exhibit on the Property any hoarding structure notice board or sign of any kind for advertising or other purpose except for a For Sale/To Let sign not exceeding one half square metre advertising the Property for sale/let

5.7 Not to erect or place on the Property any satellite dish other than on the side or rear elevation of any dwelling on the Property and below eaves level and of a colour in keeping with the external appearance of the dwelling provided always that no satellite dish may be erected without permission from the Relevant Authority if required or on any elevation directly overlooking any open space

5.8 Not to cut down damage neglect or remove any existing tree or hedge on the Property or any other plant planted pursuant to the requirements of the local planning authority

5.9 To keep any garden front and back forming part of the Property well cultivated tidy and free from weeds and not to permit the same to become unsightly untidy or a nuisance to the Transferor or other adjoining owners or occupiers

5.10 To keep grassed any unenclosed parts of the garden of the Property excluding planted areas and areas of hard surface and to keep all parts of the garden neat and tidy and to maintain in the position as previously existing or erected by the Transferor any Boundary Structures (together with any garden hedges fences and walls not forming the boundary with an adjoining Plot on the Estate) in good condition repairing or renewing to their original specification as necessary PROVIDED THAT hedges will be maintained so as not to exceed 3 metres in height

5.11 Not to keep or feed or breed or permit to be kept or fed or bred on the Property animals or birds other than the keeping (but not breeding) of a maximum of 2 normal household domestic pets

5.12 Not to park or cause or suffer or permit to be parked any commercial vehicle caravan trailer boat or unroadworthy vehicle on the Property between any building on the Property and the Estate Road

5.13 Not to park on or obstruct the Estate Roads or the Shared Access (if any)

5.14 Not to park any commercial vehicle exceeding 1000 Kg GVW on the Property or on any part of the Estate (including any unadopted Estate Roads)

5.15 To contribute an equal share according to user of the cost of repairs to all party Boundary Structures (if any) and to keep in good repair any Boundary Structures which are not party walls or fences (if any).

5.16 To keep in good condition and repair such parts of the Shared Access and Service Media (if any) as are within the Property

5.17 To contribute on demand a fair proportion of the cost of inspecting repairing and renewing the Service Media and the Shared Access (if any) which serve the Property jointly with other parts of the Estate or adjoining land

5.18 Not without the prior written consent of the Relevant Authority to cultivate erect or place or suffer to be erected or placed any structure or other thing on or over the service strip (if any) between the boundary of the Property and the footpath or carriageway of the Estate Road and to maintain it as a grassed area

5.19 Not to construct erect place plant or permit upon under or over the easement strip shown on the Plan (if any) or on or over any Shared Access or on or within three metres of the Estate Sewers (if any) or any part thereof, any building wall or other structure erection or works of any kind whatsoever whether permanent or temporary or any trees or large shrubs without the prior written consent of the appropriate Relevant Authority

5.20 Immediately on request to execute any easement deed or document required by a Relevant Authority in respect of the provision maintenance or adoption of the Estate Roads or Estate Sewers or Service Media

5.21 Not to do or permit or suffer to be done upon the Property or the Estate any act or thing which:

5.21.1 may impede the adoption or the vesting in the Relevant Authority of the Estate Roads or Estate Sewers or the Service Media which is or are intended to be so adopted or vested or

5.21.2 may result in loss or damage to or interference with any Estate Road Estate Sewer or Service Media within the Property which may be or become maintainable at the public expense or which is used jointly with the Transferor or with the owners occupiers of the Estate or any adjoining or neighbouring land

5.22 Not without the written consent of the appropriate Public Authority to plant or permit trees shrubs or other plants to grow to a height exceeding 0.3 metres on any highway verge or visibility splay or on that part of the Property between any sight line denoted on the Plan and any existing or intended public highway

5.23 Not to do or permit to be done any act or thing in or upon the Property or any part thereof or any part of the Estate which may render void or voidable any policy of insurance of effected by the Transferor or the Management Company in respect of any other part of the Estate or the open space or which may operate to increase the premium payable in respect thereof.

5.24 Not at any time to obstruct or deposit any matter on any open space

6 Indemnity Covenants by the Transferee

The Transferee covenants with the Transferor to observe and perform the covenants contained in the Charges Register of the title referred to above so far as they affect the Property and to indemnify the Transferor in respect of any costs claims demands and expenses arising from any future breach thereof.

Include words of covenant.

Restrictive covenants by the Transferor

7. Transferors Covenants

7.1 The Transferor covenants with the Transferee and its successor in title that the Transferor will construct and maintain the Estate Roads and the Estate Sewers intended to serve the Property and intended for adoption to the requirements of the appropriate Relevant Authority and to indemnify the Transferee against all costs claims and demands arising from any failure to do so until the Estate Roads and Estate Sewers are adopted

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

Other

8. Management Company Provisions

8.1 Declarations

It is agreed and declared by the Transferor and the Transferee and the Management Company as follows:

8.1.1 that the Management Company will not be liable for any breach of the covenants contained in this Transfer unless and until a notice in writing has been received by the Management Company specifying the breach and the Management Company has had a reasonable opportunity to remedy the same;

8.1.2 that the Transferee will not be entitled to enforce any of the covenants while any sums payable by the Transferee under the terms of this Transfer are in arrears or the

Transferee is otherwise in substantial breach of the covenants on his part contained in this Transfer.

8.1.3 the Management Company will not be liable or responsible for any loss or damage suffered by the Transferee or any visitor or employee of the Transferee or any other person including any other person occupying the Property to themselves their personal effects or to the Property by reason of any neglect or default of the Management Company or of any agent contractor employee or licensee of the Management Company by reason of theft or otherwise from any part of the Common Parts or by reason of any defect or want of repair in the Common Parts or on any part thereof or in equipment provided thereon or the absence of lighting in or upon the Common Parts or any part thereof or from any other cause except insofar as any such liability may be covered by the Management Company under insurance effected by the Management Company.

8.1.4 That the provisions of s121 Law of Property Act 1925 do not apply to the Service Charge

8.2 Positive Covenants by the Transferee with the Management Company

The Transferee covenants with the Management Company:

8.2.1 On the 1st January and the 1st July in each year to pay on account of the Service Charge the Interim Payment in advance

8.2.2 Upon receipt of the Accountant's Certificate forthwith to pay to the Management Company the balance (if any) of the Service Charge mentioned therein after allowing for payments on account

8.2.3 To pay to the Management Company on a full indemnity basis all costs incurred by the Management Company or its solicitors in enforcing payment of monies due from the Transferee under the terms of this Transfer.

8.2.4 Not to transfer the Property or any part thereof without :

- (i) first notifying the Management Company in writing of the intention to do so; and
- (ii) simultaneously requiring the relevant transferee to become a member of the Management Company and upon completion of such transfer to enter into a deed of covenant with the Management Company in a form set out below or such other form to be approved (such approval not to be unreasonably withheld or delayed) by the Management Company) to observe and perform the covenants set out herein.

8.2.5 Upon the transfer of the Property or upon the devolution of the legal estate therein howsoever arising the Transferee will immediately give to the Management Company or its solicitors notice in writing thereof with full registration of such particulars and will pay a reasonable fee but not less

than £150.00 plus VAT for the notice and the Management Company covenants with the Transferee that upon receipt of such notice evidence of compliance with the obligations detailed at clause 8.2.4 above and upon payment of any unpaid Service Charge it will give to the person lodging the same a certificate in accordance with clause 8.6

8.2.6 To comply with the rules from time to time made by the Management Company in connection with the running and management of the Common Parts and to ensure that any occupiers and/or lessees of the Property comply with such rules

Form of Deed of Covenant

THIS DEED is made the day of 20
[] MANAGEMENT COMPANY LIMITED whose
registered office is at [] ("the Management
Company") of the first part and [] of []
("the Owner") of the second part
WHEREAS:-

- (1) By a Transfer dated the day of 20[] ("the Transfer") made between Redrow Homes Limited of the first part and [] ("the Transferee") of the second part and the Management Company of the third part the Property known as [] ("the Property") was transferred to the Transferee subject to the terms and conditions therein mentioned and to the observance and performance of the covenants on the part of the Transferee therein contained.
- (2) The Transfer provides in clause 8.2.4 that the transferee shall not transfer the Property or any part thereof without :
 - (ii) first notifying the Management Company in writing of the intention to do so; and
 - (ii) simultaneously requiring the relevant transferee to become a member of the Management Company and upon completion of such transfer to enter into a deed of covenant with the Management Company in a form set out in the Transfer or such other form to be approved (such approval not to be unreasonably withheld or delayed) by the Management Company) to observe and perform the covenants set out herein.
- (3) The Owner has by a transfer of even date herewith taken a transfer of the Property and has agreed to enter into this deed as hereinafter appears.

NOW THIS DEED WITNESSETH:-

1. The Owner for himself and his successors in title to the Property HEREBY COVENANTS with the Management Company:-
 - (a) to observe and perform the covenants and other

obligations on the part of the Transferee contained in the Transfer; and

(b) not to transfer the Property or any part thereof without :

- (i) first notifying the Management Company in writing of the intention to do so; and
- (ii) simultaneously requiring the relevant transferee to become a member of the Management Company and upon completion of such transfer to enter into a deed of covenant with the Management Company in a form set out in the Transfer or such other form to be approved (such approval not to be unreasonably withheld or delayed) by the Management Company) to observe and perform the covenants set out herein.

2. The Management Company HEREBY COVENANTS with the Transferee to observe and perform the covenants and conditions contained in the Transfer.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

EXECUTED as a Deed by the Management Company
acting by :

Director

Director

EXECUTED as a Deed
by the Owner
in the presence of:-

**** END OF DEED OF COVENANT ****

8.3 Obligations of the Management Company

Subject to the due performance by the Transferee of his obligations to pay the Interim Payment and the Service Charge the Management Company covenants with the Transferee:

8.3.1 To keep the Common Parts in good repair and condition and to clean renew maintain replace repair and cultivate as appropriate in accordance with the principles of good estate management the Common Parts and in accordance with the Planning Agreement.

8.3.2 To keep the Common Parts properly lit as the Management Company in the interests of good estate management deem appropriate.

8.3.3 To pay all rates and other outgoings assessed or charged upon the Common Parts.

8.3.4 To effect insurance against the liability of the Management Company to third parties against such risks and in such amount and through such insurers, underwriters and through such agency as the Management Company in its absolute discretion thinks fit and to make all payments necessary for effecting and maintaining such policy or policies of insurance within seven days after they become payable and to produce to the Transferee on demand (but not more than once in each year) the said policy or policies and the receipt for or other evidence of every such payment

8.3.5 To carry out such additional works and provide such additional services as it may consider necessary or beneficial to the residents of the Property and the other Plots from time to time

8.3.6 In advance of (or as early as may be in) each Financial Year to determine and notify in writing to the Transferee (or to procure that the Surveyor so determines and notifies) the amount of the Interim Payment PROVIDED that if in the opinion of the Surveyor the Interim Payment should continue the same as in the previous Financial Year no further notification need be given.

8.3.7 That it will as soon as practicable on or after the end of each Financial Year cause the amount of the Expenses for such year to be determined by the Accountant and the Accountants Certificate to be issued.

8.3.8 To hold any monies received by the Transferee from time to time by way of Service Charge and not actually expended by it or otherwise dealt with so as to be an allowable expense calculating the Management Company's Income Tax liability upon trust to expend them upon the matters in this clause hereinbefore mentioned and subject thereto upon trust for the Transferee absolutely.

8.3.9 To at all times hereafter to maintain and retain any public open space in accordance with any landscaping scheme and the management strategy

8.4 The Expenses Incurred by the Management Company in carrying out its obligations.

8.4.1 The costs of employing contractors to carry out any of the Management Company's obligations under this transfer or if any repairs, redecorations, renewals, maintenance, cultivation or cleaning are carried out by the Management Company itself their normal charges (including profit) in respect thereof.

8.4.2 The costs of any bank charges the preparation of any health and safety risk assessments (including the costs of complying with the prevailing health and safety legislation) complying with any notice regulation or order of any Relevant Authority in so far as the same relate to the Common Parts

8.4.3 The fees and disbursements paid to any surveyor or the

Managing Agents employed by the Management Company in respect of the management of the Common Parts.

8.4.4 The fees and disbursements paid to any accountant, solicitor or other professional person in relation to the preparation auditing or certification of any account of the costs, expenses, outgoings and matters referred to in this schedule.

8.4.5 A reasonable sum for administrative expenses and where no Managing Agent is appointed management expenses to be retained by the Management Company PROVIDED THAT such sum may be determined from time to time by the Accountant whose determination will be final and binding.

8.4.6 Any Value Added Tax or tax of a similar nature payable in respect of any costs, expenses, outgoings or matters falling within any clause under this heading.

8.4.7 Paying any taxes which may be assessed or charged on the Service Charge.

8.4.8 Such sum as is estimated by the Managing Agents or if none the Management Company (whose decision will be final) to provide a reserve to meet part or all of any sums or any of the costs, expenses, outgoings and matters mentioned in the foregoing paragraphs which the Managing Agents (or if none the Managing Company) anticipate will or may arise such calculation to have regard to the monies at any time standing to the credit of such reserve fund.

8.4.9 All other expenses (if any) incurred by the Management Company in or about the maintenance and proper and convenient management and running of the Common Parts and any interest paid on any money borrowed by the Management Company to defray any expenses incurred by it and specified under this heading.

8.4.10 Paying or making such provisions as the Management Company thinks fit for pensions annuity or retirement or disability benefits for staff on the termination of their employment.

8.4.11 Carrying out such repairs to any part of the Common Parts for which the Management Company may be responsible and supplying such other services for the benefit of the Transferee and the owners of other properties on the Development and carrying out such improvements, works or additions as the Management Company considers necessary in the general interest of the Transferee and other such persons.

8.5 Adjustment of Service Charge

If in the reasonable opinion of the Management Company the Transferee's liability hereunder to contribute towards the costs and expenses incurred by the Management Company in complying with its obligations hereunder is inequitable (having regard to the expenditure incurred or the premises in the Development or any other cause) the Management Company is at liberty in its discretion to adjust such liability to a fair and

reasonable amount or proportion (to be certified by the Surveyor) and this procedure will be repeated as often as circumstances require.

8.6 Restriction

The parties apply to the Chief Land Registrar to enter a restriction on the Proprietorship Register of the title to the Property in the terms of Form L :

No disposition of the registered estate (other than a Charge) 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 by Temple Wharf Management Company Limited (CRN 10884192) registered office is situated Redrow House, St Davids Park, Flintshire CH5 3RX or their conveyancer that the provisions of clause 8.2.4 and 8.2.5 of the Transfer dated [06.05 - 22] and made between (1) Redrow Homes Limited and (2) Temple Wharf Management Company Limited and (3) OLATUBOSUN FAVOUR OLAWOYIN and ADEOLA OLUSEYE OLAWOYIN have been complied with.

9. Rights in Favour of the Water Company

Subject to the Water Company making good so far as is reasonably practicable or paying proper compensation for any damage not made good and subject to the Water Company indemnifying the Transferee from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Transferee hereby grants with full title guarantee the Rights to the Water Company for the benefit of the Dominant Tenement and each and every part thereof.

Rights

9.1 The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal ditch pond lake balancing facility or watercourse (as defined in Section 219(1) of the Water Industry Act 1991) within or adjacent to the Protected Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal ditch pond lake balancing facility or watercourse and the right at any time to take samples of such discharge.

9.2 For the purpose hereof and in particular for the purposes mentioned in clause 9.1 of this Clause 9 (and for similar purposes in relation to any connected length of pipe or works incidental thereto) the right at any time and at all times in day

or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenience route from a public highway as the Water Company shall with the approval of the Transferee (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Transferee's adjoining land.

9.3 The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Transferee's adjoining land.

9.4 The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights.

9.5 The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Transferee as shall be necessary and for so long as may be necessary during the exercise of the Rights.

9.6 The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee.

9.7 The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon.

10. Covenants in favour of Water Company

The Transferee to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and undertaking of the Water Company and each and every part thereof capable of being so benefited or protected but not so as to render the Transferee personally liable for any breach of covenant committed after the Transferee has parted with all interest in the Protected Strip in respect of which such breach shall occur hereby covenants with the Water Company to observe and perform the covenants specified in this clause 10 :

10.1. Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Transferee for any purpose which may:

10.1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive;

10.1.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same.

10.2. Without prejudice to the generality of the foregoing:-

10.2.1 not to erect construct or place within the Protected Strip any building wall or other structure or erection or any work of any kind whether permanent or temporary provided always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character;

10.2.2 not to withdraw support from the Apparatus or from the Protected Strip;

10.2.3 not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip;

10.2.4 not to alter the ground levels with the Protected Strip;

10.2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip;

10.2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle or less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing or presently approved street road pipe duct or cable.

10.3 To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this Deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip.

10.4 The Water Company shall have the benefit of the right to enforce these covenants pursuant to The Contracts (Rights of Third Parties) Act 1999.

10.5. Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the covenants contained in this schedule the Apparatus shall not vest in the Water Company until it has issued a vesting declaration vesting the Apparatus in itself pursuant to section 102 of the water Industry Act 1991.


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.

13 Execution

EXECUTED as a DEED by Benjamin Fewsdale.
as attorney for
REDROW HOMES LIMITED

as attorney for REDROW HOMES LIMITED

in the presence of:-

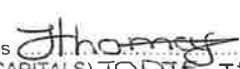
Signature of witness 
Name (in BLOCK CAPITALS) JULES DRURY
Address.....

Redrow House, 6-12 Talbot Lane
Ebbsfleet Valley, Kent, DA10 1AZ

EXECUTED as a DEED by Mark Becker.
as attorney for
REDROW HOMES LIMITED

as attorney for REDROW HOMES LIMITED

in the presence of:-



Signature of witness 
Name (in BLOCK CAPITALS) JODIE THOMAS.
Address.....

Redrow House, 6-12 Talbot Lane
Ebbsfleet Valley, Kent, DA10 1AZ

EXECUTED as a DEED by
TEMPLE WHARF MANAGEMENT
COMPANY LIMITED
acting by:

Director

Director/Secretary


.....

.....

Signed as a Deed by
the **OLATUBOSUN FAVOUR OLAWOYIN**



in the presence of:

Signature of witness: Al Buddin
Name (in block capitals): ALISON BUDDIN
Address: 56 ROSLIN WAY, BROMLEY, BRIXTON

Signed as a Deed by
the **ADEOLA OLUSEYE OLAWOYIN**



in the presence of:

Signature of witness: Al Buddin
Name (in block capitals): ALISON BUDDIN
Address: 56 ROSLIN WAY, BROMLEY, BRIXTON

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.

