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Title Number EX925002

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Dated

26 June 2015

HOMES AND COMMUNITIES AGENCY

(1)



LINDEN HOMES EASTERN LLP

SEQ98

(2)

NORTHFIELDS (COLCHESTER) MANAGEMENT COMPANY LIMITED

(3)

JASON ANTHONY SWEENEY and HANNAH LISA BROWN

(4)

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TRANSFER

---

relating to

Plot J25  
Northfields, Turner Road, Colchester

wilkin chapman  
grange  
solicitors

PO Box 16  
Town Hall Square  
Grimsby  
North East Lincolnshire  
DN31 1HE  
DX 13511 Grimsby 1

Ref JLH/STA01593/297

CERTIFIED A TRUE AND COMPLETE  
COPY OF THE ORIGINAL  
FISHER JONES GREENWOOD LLP  
TJC 17/8/15

# Land Registry

## Transfer of part of registered title(s)

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.

1	Title number(s) out of which the property is transferred: <b>EX781639 EX793554</b>
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: <b>Plot J25 Northfields, Turner Road, Colchester</b> The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: <b>26 June 2015</b>
5	Transferor: <b>HOMES AND COMMUNITIES AGENCY</b> 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 England and Wales including any prefix:

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.

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.

6 Transferee for entry in the register:  
**JASON ANTHONY SWEENEY and HANNAH LISA BROWN**  
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 England and Wales including any prefix:

7 Transferee's intended address(es) for service for entry in the register:  
**48 Jade Gardens Colchester CO4 5FG**

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):

LINDEN HOMES EASTERN LLP whose registered office is at 2 Cowley Business Park, High Street, Cowley, Uxbridge, Middlesex, UB8 2AL ("the Developer") has received from the Transferee for the Property the sum of

**Two Hundred and Sixty Thousand Pounds (£260,000.00)**



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:

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.

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.

Include words of covenant.

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

## 12 Additional provisions

See Continuation Sheet

Definitions

Rights granted for the benefit of the property

Rights reserved for the benefit of other land

Restrictive covenants by the transferee

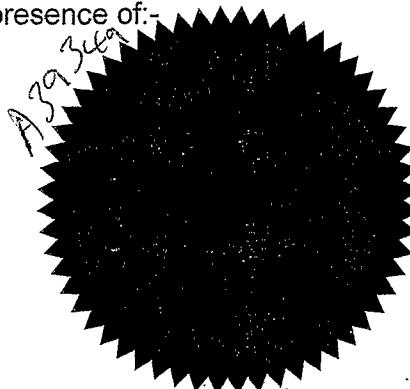
Restrictive covenants by the transferor

Other

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

THE COMMON SEAL of the HOMES AND COMMUNITIES AGENCY was hereunto affixed in the presence of:-



Authorised Signatory

Christine Wilson  
Deputy Head of Legal

print full name .....

Executed as a deed by LINDEN HOMES EASTERN LLP  
acting by a director in the presence of

*Craig* .....  
Director

Signature of witness *Aaron*

Name (in BLOCK CAPITALS) AARON CANSDALE

Address 16 KINGSTON CRESCENT,  
CHELMSFORD, ESSEX,  
CM2 6DN

Executed as a deed by NORTHFIELDS (COLCHESTER)  
MANAGEMENT COMPANY LIMITED acting by a  
director in the presence of

*Craig* .....  
Director

Signature of witness *Aaron*

Name (in BLOCK CAPITALS) AARON CANSDALE

Address 16 KINGSTON CRESCENT  
CHELMSFORD,  
ESSEX,  
CM2 6DN

**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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# Land Registry

## Continuation sheet for use with application and disposition forms



1	Continued from Form: TP1.
	Title number(s): EX781639 EX793554
2	Panel 12 continued

Before each continuation,  
state panel to be continued,  
for example 'Panel 12  
continued'.

### 1. IN this Transfer the following terms shall have the following meanings:-

- "Common Services" shall mean the sewers drains channels pipes watercourses gutters wires cables pillars turrets amplifiers poles soakaways and any other apparatus for the supply transmission or distribution to the Property or any part or parts of the Estate of water gas electricity or telephone radio or television signals or for the disposal from the Property or any part or parts of the Estate of soil foul water rainwater or surface water which are not to be adopted or maintained at the expense of any statutory or other authority
- "Communal Areas" shall mean the open spaces amenity areas (including any structures erected thereon) roadways forecourts drives pedestrian ways courtyards forecourts or footpaths (if any) within the Estate which are not maintained at the public expense and which are intended to remain in private ownership together with the Common Services within the Communal Areas serving more than one dwelling constructed or to be constructed on the Estate and which are not to be adopted or maintained at the expense of any statutory or other authority
- "Company" shall mean Northfields (Colchester) Management Company Limited (Company registration number: 06818731) whose registered office is at Second Floor Connaught House Alexandra Terrace Guildford Surrey GU1 3DA and shall where the context so admits include the successors in title to the rentcharges hereby granted
- "Estate" shall mean the estate known as Northfields (formerly Turner Village) Turner Road, Colchester, Essex now or formerly comprised in the land shown edged blue and numbered 2 on the title plan of Title Number EX781639
- "Estate Roads" shall mean the roadways and the ancillary footpaths (if any) within the Estate (including those shown hatched black on the Plan) and which are intended for adoption as highways maintainable at the public expense

"Shared Access"	shall mean the area (if any) which is shown cross hatched black on the Plan and which forms or is intended to form the site of an access drive or footpath jointly serving the Property and adjoining or neighbouring dwellings on the Estate
"Lease"	shall mean the Lease of the Estate dated the 19 <sup>th</sup> day of March 2007 and made between (1) the Transferor (2) Galliford Try Partnerships Limited and (3) Galliford Try plc
"Plan"	shall mean the plans annexed hereto and any one of them
"Title Matters"	shall mean all matters referred to in (or referred to in documents contained or referred to in) the entries of the above mentioned title number
"Transferee and the Transferor"	where the context so admits shall include the successors in title of the Transferee and the Transferor and the owners and occupiers for the time being of the Property or any part of it

## 2. AGREEMENTS and Declarations

- 2.1 The singular shall include the plural and vice versa
- 2.2 References to persons shall include bodies corporate and vice versa
- 2.3 Where more than one person constitutes the Transferee then all covenants and obligations contained or referred to in this Transfer and on the part of the Transferee to be observed or performed are joint and several covenants and obligations on the part of the persons constituting the Transferee
- 2.4 By virtue of:
  - (a) The Housing and Regeneration Act 2008
  - (b) The Housing and Regeneration Act 2008 (Commencement No.1 and Transition Provision) Order 2008 (SI 2008 No.2358 (c.103)) dated 2 September 2008
  - (c) The Housing and Regeneration Act 2008 (Commencement No.2 and Transitional, Saving and Transitory Provisions) Order 2008 (SI 2008 No.c 3068 (c.132)) dated 26 November 2008
  - (d) Homes and Communities Agency, Tenants Services Authority and the Welsh Ministers Transfer Scheme

all assets, liabilities and interests were transferred from Commission for the New Towns and the Urban Regeneration Agency to Homes and Communities Agency with effect from 1 December 2008

- 3. PURSUANT to the powers contained in the Housing and Regeneration Act 2008 and all other enabling powers the Property is transferred SUBJECT TO and with the benefit of the restrictive covenants referred to below in accordance with the building scheme affecting or intended to affect the Estate as constituted by this Transfer and transfers of other parts of the Estate and SUBJECT TO all Title Matters TOGETHER WITH (so far as the Transferor has the power to grant the same) for the benefit of the Transferee and all persons authorised by it the rights easements and privileges set out in the First Schedule hereto in common with all others entitled to the like rights BUT EXCEPTING AND RESERVING to the Transferor and the Developer and their respective successors in title and its or their respective servants agents and all others authorised by it or them for the benefit of the remainder of the Estate and any land now or

formerly belonging to the Transferor adjoining the Property the rights easements and privileges set out in the Second Schedule hereto

4.

- 4.1 The Transferee so as to bind the Property but not so as to render him personally liable after having parted with all interest in the Property covenants separately with each of the Transferor and the Developer and every other person who is now the owner of any land forming part of the Estate (subject to the right of the Transferor to vary and release covenants set out below) for the benefit of the whole and every part of the Estate to observe and perform the covenants restrictions conditions and stipulations set out in Parts I and II of the Third Schedule hereto
  - 4.2 The parties declare that all the restrictive covenants imposed on different transferees by this and other transfers of land in the Estate pursuant to the building scheme referred to above are intended to be mutually enforceable between such transferees and their respective successors in title regardless of the date or dates of the transfers to them
  - 4.3 The Transferee hereby covenants with the owners and occupiers for the time being of any land ("the Adjacent Land") situate within 100 metres of the boundaries of the Property and not forming part of the Estate as a third party covenant for the benefit of the Adjacent Land that the Transferee will at all times observe and perform the covenants restrictions and stipulations contained in Part II of the Third Schedule hereto
  - 4.4 It is hereby agreed and declared that any walls of the dwelling and any garage constructed on the Property separating it from any other dwelling and garage on the Estate shall be deemed to be party walls and shall be repaired and maintained as such
  - 4.5 The Transferor hereby reserves the right to modify waive or release any covenants restrictions conditions or stipulations relating to any adjoining or neighbouring land forming part of the Estate whether imposed or entered into before or at the same time as or after those herein contained and whether they are the same as the covenants restrictions conditions and stipulations set out in the Third Schedule hereto or not
  - 4.6 In consideration of the payment of the consideration for the Property to the Developer the Developer transfers and surrenders to the Transferee the Property to the intent that the term of years granted by the Lease so far as it concerns the Property may merge and be extinguished in the reversion immediately expectant thereon
  - 4.7 The Developer hereby covenants with the Transferee and his successors in title that the Developer will make up the Estate Roads and sewers on the Estate and will indemnify the Transferee from and against all claims and demands for contributions to the cost of construction maintenance and repair of the same until such time as the same are adopted as maintainable at the public expense
  - 4.8 The Transferor hereby releases the Property from the provisions for the payment of additional monies contained in the Lease and any vendor's lien created thereby
5. THE Transferor shall not be liable under the covenants implied by Sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 by reason of the Property being subject to the following matters:-
- 5.1 Matters revealed in the Transferor's solicitors' written replies to preliminary enquiries raised by the Developer's solicitors
  - 5.2 Matters revealed by searches and enquiries of statutory bodies statutory undertakers utility companies and any other competent authorities which the Transferee has made and/or which a prudent purchaser would have made relating to the Property
  - 5.3 Matters which would be revealed by an inspection or survey of the Property

5.4 Interests which override under the Land Registration Act 2002

6. IT is hereby agreed and declared that save in respect of the covenants set out in clauses 4.1, 4.3, 4.4 and in Part II of the Third Schedule hereto no person who is not a party to this Transfer shall be entitled in his own right to enforce any term of this Transfer pursuant to the Contracts (Rights of Third Parties) Act 1999
  7. THE Transferee hereby covenants with the Company to pay the rent charges hereinafter granted at the time and in manner herein specified
  8. THE Transferee hereby covenants with the Transferor and the Developer and all statutory undertakers that the Transferee shall if so required grant to the said statutory undertakers such easements as they shall require in connection with the provision and maintenance of any Common Services or any one of them now constructed or to be constructed **PROVIDED THAT** the Transferee hereby agrees:-
    - 8.1 not to do cause or permit to be done in on or in connection with the Property anything calculated or likely to cause damage or injury to any of the Common Services or the statutory undertaker's use or access to them and to take all reasonable precautions to prevent such damage or injury
    - 8.2 not without the written consent of the statutory undertaker to place any fixture fitting material or thing within or upon the Property whereby pressure is exerted directly or indirectly upon the Common Services or whereby the statutory undertaker may be substantially or unreasonably impeded in obtaining access to the Common Services for the purposes of repairing renewing and maintaining the same
  9. IN consideration of the covenant on the part of the Company hereinafter contained the Transferee hereby grants to the Company perpetual yearly estate rent charges of
    - 9.1 a fixed rent charge of FIVE POUNDS (£5.00)
    - 9.2 a sum (herein referred to as "the Variable Rentcharge") to be calculated and paid under the terms of the Fifth Schedule such rent charges to be forever charged upon and issuing out of the Property **PROVIDED THAT** if the said rent charges hereby granted or any part thereof respectively shall be unpaid for 21 days after becoming payable (whether formally demanded or not) it shall be lawful for the Company at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole but without prejudice to the rights of action of the Company in respect of any breach of the Transferee's covenants herein contained **PROVIDED FURTHER THAT** the Company shall not be entitled to re-enter the Property unless and until a notice has been given to the Transferee or his successor in title the owner for the time being of the Property and any mortgagee of the Property from time to time notified to the Company specifying the rent charges outstanding and a reasonable time has elapsed to enable the outstanding rent charges to be paid
  10. IN consideration of the grant of the rent charges hereinbefore contained the Company hereby covenants with the Transferee that the Company will perform and observe the covenants and each of them set out in Part A and Part B of the Sixth Schedule 6 hereto
- PROVIDED ALWAYS:-**
- 10.1 that the Company shall remain liable for the covenants on its part contained in this Transfer so long as it shall remain the owner of the rent charges hereby granted but on transferring the said rent charges the Company shall cease to be personally liable on the said covenants
  - 10.2 that the Company shall 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 Company specifying the breach and the Company has had a reasonable opportunity to remedy the same
  - 10.3 that the Transferee shall not be entitled to enforce any of the said 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

11. THE Company hereby covenants with the Transferee that it will not transfer the rent charges hereby granted except by a transfer containing a covenant by the transferee to observe and perform the covenants on the part of the Company herein contained (including this covenant)
12. THE Transferee hereby covenants with the Company that upon the transfer or grant of a lease or the creation of a charge on the Property or upon the devolution of the legal estate therein howsoever arising the Transferee will forthwith thereafter give to the Company or its solicitors notice in writing thereof with full particulars thereof and shall pay a reasonable fee being not less than Fifty Pounds together with VAT thereon for the registration of each such transaction and the Company covenants with the Transferee that upon receipt of such notice duly given as aforesaid and upon payment of any arrears of rent charge then unpaid it shall give to the person lodging the same a certificate in accordance with clause 13
13. THE parties hereby apply to the Chief Land Registrar to enter a restriction on the Proprietorship Register of the Title to the Property as follows:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Northfields (Colchester) Management Company Limited (Co Regn No 06818731) of Second Floor Connaught House Alexandra Terrace Guildford Surrey GU1 3DA that the provisions of clause 12 of the Transfer dated 2010 have been complied with"

14. FURTHER Agreements and Declarations:-

- 14.1 The Company shall 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 act neglect or default of the Company or of any agent contractor employee or licensee of the Company by reason of theft or otherwise from any part of the Estate or by reason of any defect or want or repair in the Estate or any part thereof or in equipment provided thereon or the absence of lighting in or upon the Estate or any part thereof or from any other cause except insofar as any such liability may be covered by the Company under insurance effected by the Company under Paragraph 3 of Part A of the Sixth Schedule hereto
- 14.2 The Company shall hold the variable rent charges paid to it pursuant to the Fifth Schedule hereto and the like provisions contained in transfers and leases of other properties on the Estate in trust for the Transferee and the transferees and lessees of such other properties in due proportion as stated in Paragraph 1 of such Schedule until such sums are expended and shall have the powers to invest such monies as set out in the Fourth Schedule 4 hereto
- 14.3 If any sums due to be paid by the Transferee under the terms of this Transfer or any part thereof shall be unpaid after becoming payable the Transferee shall pay to the Company interest upon such sum or sums as shall remain unpaid at the rate of four per cent (4%) per annum above the base rate (or its equivalent) from time to time of Barclays Bank Plc (but if such Bank shall cease to exist or shall not have a base rate or equivalent then at 14% per annum) calculated on a day to day basis from the date of the same becoming due down to the date of payment but without prejudice to the operation of the right of re-entry hereinbefore contained or any other such right of the Company in respect of non-payment of such sums
- 14.4 Any wall or fence (unless marked "T" on the Plan) separating the Property from any other property shall be a party wall or fence and shall be maintained accordingly
- 14.5 In case at any time any dispute shall arise between the Transferor the Company the Transferee or any other owners or occupiers for the time being of any other parts of the Estate relating to the Property or any part thereof or any other matters contained in this

Transfer then such dispute shall be referred for the determination and award of a Surveyor appointed by the Company whose determination and award shall be final and binding on the Transferee and any other parties to the dispute and such Surveyor shall be entitled to require and be paid his proper fee in respect of each such reference such fee to be borne as the Surveyor shall award

## THE FIRST SCHEDULE

### (Rights Easements and Privileges)

1. A right of way for the Transferee at all times and for all reasonable purposes over and along the carriageways and (on foot only) over the footpaths open spaces and amenity spaces (if any) forming part of:-
  - (a) the Estate Roads and
  - (b) the roads and footpaths constructed on the Transferor's adjoining land giving access to and from the highways now adopted and
  - (c) the Shared Access (if any and where applicable below first floor level only)
  - (d) the Communal Areas
2. A right to the free passage of water and soil gas and electricity telephone radio or television signals through the Common Services now running through in under or over or attached to any adjoining or neighbouring land upon the Estate with full power (upon reasonable prior notice being given) to enter upon any such land to inspect make lay clean reconstruct divert alter maintain or connect into such Common Services the person or persons exercising such rights doing as little damage as possible and forthwith making good all damage done
3. SUCH rights of access to and entry upon such parts of the Estate as are not built upon and as are necessary and proper for the decoration maintenance repair or reinstatement of any building erected on the Property and for the due observance and performance of the conditions obligations restrictions and stipulations contained in the Third Schedule hereto and for the exercise of the Transferee's rights contained in this First Schedule subject to the proviso that except in the case of emergency the Transferee shall give to the occupiers of the relevant part of the Estate 48 hours notice in writing before exercising such rights of access and entry and the Transferee shall cause as little damage and disturbance as possible to the Estate in the exercise of such rights of access and entry and forthwith shall make good all damage caused
4. THE rights of subjacent and lateral support and shelter for any building erected on the Property by and from adjoining parts of the Estate and any buildings now constructed or in course of construction upon such adjoining parts
5. THE right (if necessary) for the foundations and other projections of the buildings now erected on the Property to extend beyond the boundaries of the Property and to overhang any adjoining part or parts of the Estate together with full rights of eavesdrop and all necessary rights of support from any adjoining property

**PROVIDED ALWAYS** that none of the rights specified by this Schedule shall apply to or be exercised over any electricity sub-station site or sites land or apparatus of any statutory undertakers or of British Telecom or of any other persons having similar rights included in the Estate

## THE SECOND SCHEDULE

### (Exceptions and Reservations)

1. THE right to free passage of water and soil gas and electricity telephone radio or television signals through all Common Services running through in under or over or attached to the Property with full power (upon reasonable prior notice being given) to enter upon the Property

to construct lay clean reconstruct divert or alter maintain or connect into such Common Services doing as little damage as possible and forthwith making good all damage done

2. ANY right to light or air or other easement right or privilege (except insofar as it is herein specifically granted) which would or might restrict or prejudicially affect the future rebuilding alteration or development of any part of the Estate or any adjoining or neighbouring land now or formerly belonging to the Transferor or any part or parts thereof
3. DURING the period of 3 years from the date hereof the right to enter upon the Property for the purpose of implementing and establishing the landscaping scheme designed for the Estate and of carrying out such maintenance as the Transferor or the Developer deems fit
4. THE right so far as is reasonably necessary to construct and maintain the foundations of any dwelling and premises now erected or in the course of erection on the Estate or the adjoining or neighbouring land now or formerly belonging to the Transferor in or under the Property and the roofs eaves gutters gullies and downpipes of such dwelling and any such garage over and above the Property with full rights of support for such foundations roofs eaves gutters gullies and downpipes
5. THE right for the owner of any part of the Estate or of any adjoining or neighbouring land to enter upon the Property as is reasonably necessary for the purpose of constructing repairing and maintaining any buildings erected on the Estate or the said adjoining or neighbouring land the person or persons exercising such right causing as little damage and disturbance as possible and making good any damage done with reasonable dispatch
6. ALL rights of subjacent and lateral support and shelter for any buildings now constructed or in course of construction upon the Estate from the Property or any building now erected on it
7. TO erect on or affix to the Property or any building erected thereon such sign or signs as the local highway or other relevant authority shall require and to enter on the Property during reasonable hours in the daytime to erect affix inspect repair or replace such sign or signs making good all damage thereby occasioned
8. THE right for the Transferor to grant for the benefit of the Estate all easements wayleaves licences rights and privileges needed by the local authorities the highway authority electricity boards and other statutory authorities oil supply companies and television and radio service companies in connection with the services usually provided or maintained by them which shall include for the avoidance of doubt any easement wayleave licence right and privilege required by the local highway authority in order to lay repair maintain and augment any soakaways
9. THE right for the Developer to alter the amount position or extent of the Communal Areas as circumstances shall require provided that the Developer shall at its own expense obtain any necessary consents therefore and provided always that nothing in this clause shall enable or entitle the Developer to obstruct or impede or make materially less convenient the means of access to and from the Property
10. THE right for the Developer and for the Company and its agents and employees to enter upon the garden areas of the Property during reasonable hours in the day with or without workmen and necessary materials to maintain any part of the Property which is designated as maintainable by the Company in accordance with clause 8 of Part A of the Sixth Schedule hereto
11. THE right of way with or without vehicles over any part of the Shared Access (and below first floor level only) comprised within the Property and the right for the Developer and for the Company and its agents and employees to enter upon any such part of the Shared Access during reasonable hours in the day with or without workmen and necessary materials to maintain any such part of the Shared Access maintainable by the Company in accordance with clause 9 of Part A of the Sixth Schedule hereto

### THE THIRD SCHEDULE

#### (Covenants, Restrictions, Conditions and Stipulations)

## Part I

1. NOT to carry on any trade business or manufacture upon or in any building erected on the Property nor to use such building for any purpose other than as a single private dwelling
2. NOT to erect more than one dwelling on the Property or any part thereof
3. NOT to erect on the Property or upon any buildings thereon any radio or television aerial or similar apparatus in such manner as to be visible from outside such building
4. NOT to park or permit to be parked on the Property or any part thereof any commercial vehicle other than a light delivery van except in case of emergency or for so long as may be reasonably necessary for the purpose of delivery of goods to and collecting goods from the Property or some part thereof
5. NOT without the consent in writing of the Transferor to place or permit to remain on the Property in front of any building thereon any caravan or trailer or boat
6. NOT to erect or permit to be erected upon any part of the Property which falls between the front of the building erected thereon and the Estate Roads any wall fence or other linear feature of any nature whatsoever
7. FOREVER hereafter to maintain along the boundaries of the Property marked with an inward "T" on the Plan a good and substantial fence hedge or wall of a type and height previously approved in writing by the Transferor
8. FOREVER hereafter to maintain as a soft landscaping area that part of the Property laid out as 'such' pursuant to the scheme for development of the Estate and to keep such area in a neat and tidy condition and free from rubbish
9. NOT to use or permit to be used in any fuel burning apparatus from time to time installed on the Property any fuel other than "authorised fuel" as defined by the regulations made under Section 34 of the Clean Air Act 1956 or any statutory modification or re-enactment thereof for the time being in force
10. NOT to make any additions or alterations of any kind to the exterior of any building erected or to be erected on the Property other than in materials consistent with those of the existing building
11. 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 be or grow to be a damage nuisance or annoyance to the Company or any of the occupiers of any parts of the Estate or to the neighbourhood
12. 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 the Communal Areas or of any part of the Communal Areas or may operate to increase the premium payable in respect thereof
13. NOT without the previous consent of the Company in writing to place or permit to be placed any name writing drawing sign board plate or placard of any kind in or upon or from the external walls or any window on the exterior of the Property or so as to be visible from the outside of the Property
14. NO building erected on the Property shall be rebuilt or added to or altered in any way whatsoever and no new building shall be erected thereon without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed)
15. NOT to permit any vehicles or articles to obstruct the roads paths and gardens on the Estate or the Communal Areas and not at any time to obstruct or deposit any matter on the Communal Areas

16. TO pay to the Company on a full indemnity basis all costs incurred by the Company or its Solicitors in enforcing payment of any monies payable under the terms of this Transfer
17. AT all times to comply with and observe any regulations made from time to time by the Company in respect of the Communal Areas
18. NOT to build any structure or plant any tree or shrub over any sewer pipe manhole ventilation shaft pump duct cable or other works or installations whatsoever associated with the foul or surface water drainage system or the supply of electricity for the Estate or other services nor on or over land within 3 metres measured horizontally from the centre line of any such sewer pipe manhole or any of the other service facilities herein mentioned nor shall access to and egress from any such said apparatus be obstructed nor shall the Property be used in any such a way as to render the exceptions herein reserved difficult or inconvenient to exercise
19. TO pay a fair proportion of the expenses of inspecting repairing maintaining renewing and (where applicable) cleaning any Common Services which are used or to be used in common by the Transferee and the owners and tenants of other properties on the Estate

## **Part II**

NOT to cut down lop or top any of the timber or other trees hedgerows or shrubs on the Property without the consent in writing of the Transferor which if granted may be subject to such conditions as the Transferor may think fit but which shall not be unreasonably withheld in the case of cutting down lopping or topping required by virtue of any effective notice order or direction from the local highway or other competent authority

## **THE FOURTH SCHEDULE**

### **(The Company's Powers of Investment)**

1. THE Company shall have power in its discretion to invest all sums paid to it as hereinbefore provided and as provided by the like provisions contained in transfers or leases of other properties on the Estate in deposits with or loans to any recognised Bank (within the meaning of the Banking Act 1987 or any statutory modification or re-enactment thereof) or local authority or in securities having a final redemption date not later than five years after the date of acquisition thereof issued by Her Majesty's Government in the United Kingdom or of any local or public authority or nationalised industry or undertaking in the United Kingdom or in building society stock or accounts
2. THE Company may at its discretion:-
  - 2.1 Invest or permit to be invested such sums or any part thereof jointly with any other funds
  - 2.2 Hold all or any part of such sums in the name or names of a nominee or nominees
  - 2.3 Delegate within such investment policy or other limits as it thinks fit its powers of investment to any member or members of the London Stock Exchange and to remunerate such delegate or delegates

## **THE FIFTH SCHEDULE**

### **(Computation of the Variable Rentcharge)**

1. THE Variable Rentcharge shall be 0.2725% of the Company's expenses and outgoings and other heads of expenditure as set out in Part A of the Sixth Schedule hereto (hereinafter called the "due proportion") and reserves in relation to the Estate as set out in Part B of the Sixth Schedule hereto in respect of each Rentcharge Year and shall be estimated and adjusted as hereinafter provided

**PROVIDED ALWAYS THAT** if for any reason it should at any time become necessary or equitable so to do the Company shall have the authority to recalculate on an equitable basis, the due proportion and to notify the Transferee accordingly and in any such case as from the date specified in such notice the recalculation so notified shall be substituted for the due proportion and all references to the Variable Rentcharge shall be construed as references to the due proportion as altered

2. A Rentcharge Year shall mean every period of twelve months ending on 30 June
3. PRIOR to the commencement of each Rentcharge Year (other than the first) the Company or its managing agent shall compute the Variable Rentcharge for such Rentcharge Year and give to the Transferee details of such computation ("the Annual Estate Rentcharge Provision")
4. THE Annual Estate Rentcharge Provision shall consist of a sum comprising:-
  - 4.1 The expenditure estimated by the Company as likely to be incurred in the Rentcharge Year by the Company for the purposes mentioned in the Sixth Schedule hereto together with;
  - 4.2 An appropriate amount determined by the Company as a reserve for or towards those of the matters specified in Part B of the Sixth Schedule hereto as are likely to give rise to expenditure after such Rentcharge Year being matters which are likely to arise either only once or at intervals of more than one year including (without prejudice to the generality of the foregoing) such matters as the repair of the Common Services;
  - 4.3 But reduced by such amount (if any) as the Company at the date of computation intends to draw from reserve during the Rentcharge Year
5. THE Transferee will pay to the Company on account of the Variable Rentcharge the due proportion(s) set out in paragraph 1 of this Schedule of the Annual Estate Rentcharge Provision by two equal instalments in advance on the first day of July and on the first day of January in each Rentcharge Year Provided That in respect of the Rentcharge Year current at the date hereof the Transferee will pay a proper proportion calculated on the basis of the portion of such Rentcharge Year unexpired at the date hereof
6. AFTER the end of each Rentcharge Year the Company or its Managing Agent shall determine the Rentcharge Adjustment calculated and payable as set out in the next following subparagraph
  - 6.1 The Rentcharge Adjustment shall be the amount (if any) by which the estimate under paragraph 4.1 of this Schedule shall have exceeded or fallen short of the actual expenditure in the Rentcharge Year
  - 6.2 The Transferee shall be allowed or shall on demand pay as the case may be the due proportion(s) of the Rentcharge Adjustment
7. A certificate signed by the Company or its managing agent as to the amount of the Annual Estate Rentcharge Provision or the amount of the Rentcharge Adjustment for any Rentcharge Year shall be conclusive of such amount and in giving such certificate the Company or its managing agent shall not be performing any arbitral function and shall not be acting as an arbitrator and the provisions of the Arbitration Acts 1950 and 1979 shall not apply

## THE SIXTH SCHEDULE

### PART A

#### (Obligations of the Company in relation to the Communal Areas)

Subject to the due performance by the Transferee of his obligations to pay the rent charges hereby granted in manner herein provided the Company covenants that it will:-

1. WHENEVER reasonably necessary light maintain cleanse repair renew cultivate and maintain the Communal Areas PROVIDED that the Company shall not be liable in respect of any breach of this covenant unless and until it shall have received notice of the want of repair and shall have failed to remedy the same within a reasonable period thereafter
2. PAY all rates water rates or other outgoings assessed or charged upon the Communal Areas and to pay all the costs and expenses incurred by the Company in maintaining a supply of electricity to the Communal Areas
3. EFFECT insurance against the liability of the Company to third parties and against such other risks and in such amount and through such insurers underwriters and through such agency as the Company shall in its absolute discretion think fit
4. INCUR such other expenses as are reasonably necessary for the maintenance and proper and convenient management of the Communal Areas as it shall think fit and shall be entitled to incur interest charges on money borrowed by the Company to defray any expense incurred by it and specified in Part A of the Sixth Schedule hereto
5. PAY the fees and disbursements to any accountant solicitor or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to in Part A of the Sixth Schedule hereto and the collection of the rent charges and service charges granted by this Transfer and the transfers and leases of other properties on the Estate
6. CARRY out such repairs to any other part of the Estate from which the Company may be liable and supply such other services for the benefit of the Estate and carry out such other repairs and such improvements works and additions as the Company shall consider to be in the general interests of the transferees and lessees of the Estate
7. UNLESS prevented by any cause beyond the control of the Company to employ such staff to perform such services as the Company shall think necessary in or about the Estate but so that the Company shall not be liable to the Transferee for any act default or omission of such staff
8. KEEPING the landscaped parts of the private garden areas of the properties on the Estate generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and in this clause "the private garden areas" means the parts of the garden areas of the properties on the Estate as are designated by the Company from time to time as maintainable by the Company for the common benefit of the transferees and lessees of the properties on the Estate
9. WHENEVER reasonably necessary light maintain cleanse repair renew cultivate and maintain the Shared Access PROVIDED that the Company shall not be liable in respect of any breach of this covenant unless and until it shall have received notice of the want of repair and shall have failed to remedy the same within a reasonable period thereafter

## THE SIXTH SCHEDULE

### PART B

#### (Company's expenses and outgoings and other heads of expenditure)

1. THE expenses incurred by the Company in carrying out its obligations under Part A of this Schedule
2. THE cost of employing contractors to carry out any of the Company's obligations under this Transfer and the transfers and leases of other properties on the Estate or if any repairs redecorations renewals maintenance cultivation or cleaning is carried out by the Company itself its normal charges (including profit) in respect thereof
3. THE fees and disbursements paid to any surveyor or managing agent employed by the Company in respect of the management of the Estate in connection with the collection of the rent charges hereby granted and the rent charges and services charges reserved by the

transfers and leases of other properties on the Estate and in the administration and investment of the rent charges and service charges as aforesaid

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 and the collection of the rent charges granted by this Transfer and the rent charges and service charges reserved by the transfers and leases of other properties on the Estate
5. ALL other expenses (if any) incurred by the Company in or about the maintenance and proper and convenient management and running of the Communal Areas and the Shared Access and any interest paid on any money borrowed by the Company to defray any expenses incurred by it and specified in this Schedule
6. ANY Value Added Tax or tax of a similar nature payable in respect of any costs expenses outgoings or matters failing within any paragraph of this Schedule
7. SUCH sum as shall be estimated by the managing agent or if none by the Company (whose decision shall be final) to provide a reserve to meet part or all of all sums or any of the costs expenses outgoings and matters mentioned in the foregoing paragraphs which the managing agent (or if none the 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. A reasonable sum for administrative expenses and management expenses (including profit) to be retained by the Company.
9. PAYING any taxes which may be assessed or charged on the Variable Rentcharge
10. PAYING or making such provision as the Company shall think fit for pensions annuities or retirement or disability benefits for staff on the termination of their employment
11. CARRYING out such repairs to any other part of the Estate for which the Company may be responsible and supplying such other services for the benefit of the Transferee and the transferees and lessees of other properties on the Estate and carrying out such other repairs and such improvements works or additions as the Company shall consider necessary in the general interest of the Transferee and other transferees and lessees

#### 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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