

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.

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.

	<p>1 Title number(s) out of which the property is transferred: <b>NK467802</b></p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p><b>Plot 116 "Heath Farm" Holt Norfolk and the dwellinghouse erected thereon to be known as 24 Partridge Way Holt Norfolk NR25 6GG</b></p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p><b>Lovell Partnerships Limited</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix <b>02387333</b></p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
	<p>6 Transferee for entry in the register:</p> <p><b>Adam Luke Salkeld and Frances Luisa Ruocco</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

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.

7	Transferee's intended address(es) for service for entry in the register:  24 Partridge Way Holt Norfolk NR25 6GG
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): <b>Three Hundred and Eighty Thousand Pounds (£380,000.00)</b> and the transferee has received from the transferor the Incentives  <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 <b>Provided that the title guarantee given is qualified to the following extent:</b>  10.1 the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act") shall not extend to the words "could not reasonably be expected to" in that section;  10.2 the Transferor shall not be liable under any of the covenants set out in section 3(2) of the 1994 Act; and  10.3 the covenants implied by Section 2(1)(b) of the 1994 Act shall be amended by substituting the words "at the Transferee's cost" in place of the words "at his own cost".  <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input 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  Definitions  <b>See form CS</b>

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.

Rights granted for the benefit of the property

**See form CS**

Rights reserved for the benefit of other land

**See form CS**

Restrictive covenants by the transferee

**See form CS**

Restrictive covenants by the transferor

**See form CS**

Other

**See form CS**

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

Signed as a deed by ..... [NAME] and  
..... [NAME] as attorneys for **LOVELL  
PARTNERSHIPS LIMITED** in the presence of :

.....[SIGNATURE]

WITNESS

..... [SIGNATURE]

..... [NAME]

..... [ADDRESS]

.....

.....

.....[SIGNATURE]

WITNESS

..... [SIGNATURE]

..... [NAME]

..... [ADDRESS]

.....

.....

Executed as a Deed by **HEATH FARM RESIDENTS MANAGEMENT COMPANY LIMITED** acting by its attorney **GATELEY SECRETARIES LIMITED** (appointed pursuant to a power of attorney dated 29 September 2017) represented by:-

Signature: .....

.....(print name)

an officer of **GATELEY SECRETARIES LIMITED** duly authorised to act on its behalf by the board of directors of **GATELEY SECRETARIES LIMITED** in the presence of:

Signature of witness: .....

Name (in BLOCK CAPITALS): .....

Address: .....

.....

Occupation: .....

Signed as a deed by  
**ADAM LUKE SALKELD**

in the presence of: .....

Signature of witness: .....

Name (in BLOCK CAPITALS): .....

Address: .....

.....

Signed as a deed by  
**FRANCES LUISA RUOCCO**

in the presence of: .....

Signature of witness: .....

Name (in BLOCK CAPITALS): .....

Address: .....

.....

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

1	Continued from Form: <b>TP1</b>	Title number(s): <b>NK467802</b>
2	Panel 12 continued	
	<b>12.1 Definitions and Interpretation</b>	
	<b>12.1.1 Definitions</b>	
	In this Transfer unless inconsistent with the context:-	
	“Accounting Period”	means the period from 1 January up to and including 31 December in any year or such other period or dates as the Management Company may properly and reasonably determine and notify in writing in advance to the Transferee;
	“Alteration Period”	the period of twelve years from the date of this Transfer
	“Ancillary Costs”	the costs set out in clause 12.7.4.3;
	“Bin Collection Point”	means the refuse collection point(s) (if any) marked by stars and in the key as ‘Bin Collection Point’ on Plan 1 or Plan 2 and allocated for use (inter alia) of the Property
	“Common Parts”	means the lands shown coloured green on Plan 2 (which lands shown coloured green are hereafter referred to as “the Managed Land”) together with any roads footpaths driveways accessways landscaped areas grounds parking spaces refuse/bin collection points private lighting attenuation tanks other communal facilities and/or amenity areas from time to time or at any time laid out as such within / upon the Managed Land further together with and any Conduits within and/or serving the Managed Land (or any part of it) and also including any boundaries of the Common Parts identified from time to time by the Management Company as being included within the Common Parts;
	“Common Parts Charges”	the cost to the Transferor or Management Company in providing the Common Parts Services together with the cost to the Transferor or the Management Company in accordance with clause 12.7.4;
	“Common Parts Services”	the services set out in clause 12.7.1;
	“Conduits”	means pipes downpipes sewers drains soakaways channels gullies

	gutters watercourses conduits ducts flues tanks wires cables and other service conducting media or apparatus for the supply or transmission of water sewerage electricity gas telephone or other communications media excluding Estate Sewers and any of the above belonging to any local or other statutory authority or to any person supplying any service via the relevant conduit;
“Development Period”	the period of six years commencing on 1 January 2017;
“Easement Land”	means the land (if any) hatched orange on Plan 1 or Plan 2;
“Estate”	means all that land known for development purposes as Heath Farm, Holt being land now or formerly comprised within the Transferor’s above title number NK467802 together with any buildings or structures erected or to be erected thereon or on some part thereof under the name “Heath Farm, Holt”;
"Estate Regulations"	means the regulations (if any) made from time to time or at any time by the Transferor or the Management Company in respect of the Estate which may be amended and/or added to at the discretion of the Transferor and/or the Management Company from time to time and are intended to promote the enjoyment and/or good management of the Estate;
"Estate Roads"	means all roads verges and footpaths within the Estate now or hereafter constructed and which are intended by Lovell Partnerships Limited to become maintainable at public expense;
"Estate Sewers"	means all sewers tanks and associated apparatus for the disposal of foul and/or surface water within the Estate now or hereafter constructed and which are intended by Lovell Partnerships Limited to become maintainable at public expense;
“Incentives”	the Transferee has received from the Transferor the incentives (if any) set out in Schedule 5 of this Transfer;
“Management Company”	means Heath Farm Residents Management Company Limited (CRN 10989232) whose registered office is at One Eleven Edmund Street Birmingham B3 2HJ;



"Owners"	any person owning a freehold title or leasehold title on the Estate, excluding the Common Parts, and their lawful tenants and occupiers and "Owner" will have a corresponding meaning;
"Payment Days"	means 1st January and 1st July in every year or such other dates as the Management Company may in its absolute discretion from time to time determine and notify to the Transferee;
"Plan 1"	means the plan annexed hereto and marked with the plot number of the Property and " Plan 1";
"Plan 2"	means the plan annexed hereto and marked Plan 2";
"Protected Strip"	means that strip of land within the Property shown cross hatched black (if any) on Plan 1 and/or Plan 2;
"Section 106 Agreement"	means the Agreement dated 11 August 2016 entered into pursuant to Section 106 of the Town and Country Planning Act 1990 between North Norfolk District Council (1) Norfolk County Council (1) Alastair Charles Brown (3) Andrew Robert Brown (4) Bullen Investments Limited (5) and North Norfolk Tomatoes LLP (6) and includes any document or agreement supplemental to or by way of variation of the above Agreement;
"Shared Access"	means the driveways footpaths and accessways shown coloured blue (insofar as access is intended to be with or without vehicles as appropriate) on Plan 1 and/or Plan 2 together with the footpaths and accessways (insofar as access is intended to be without vehicles) shown coloured yellow on Plan 1 and/or Plan 2 and further together with any driveways footpaths and accessways as shall from time to time or at any time replace the aforesaid driveways footpaths and accessways;
"Transferee"	includes the Transferee's successors in title and the persons deriving title under them;
"Transferor"	includes the Transferor's successors in title and the persons deriving title under it;
"Transferee's Maintenance Costs"	the Transferee's Proportion of the Common Parts Charges;
"Transferee's Proportion"	means a fair and reasonable proportion of the Common Parts Charges or such other proportion of the Common Parts Charges as the Management Company may from

time to time decide acting reasonably and in accordance with the principles of good estate management as being properly attributable to the Property;

“Visibility Splay”

means that part of the Property (if any) shown coloured purple on Plan 1 and/or Plan 2;

“Visitor Parking Spaces”

means the parking spaces (if any) shown coloured green on Plan 2 and marked “V” on Plan 2 / marked “V” on Plan 1;

#### 12.1.2 Interpretation

- (a) References herein to clauses, sub-clauses, schedules and paragraphs are references to the clauses, sub-clauses and schedules of this Transfer and the paragraphs contained in the relevant schedule hereto.
- (b) The clause headings in this Transfer are for ease of reference only and are not to be used for the purpose of construing this Transfer.
- (c) If the Transferee is more than one person all covenants agreements and obligations on the Transferee's part shall be construed as joint and several.
- (d) Words importing the masculine gender shall where necessary be construed as importing the feminine gender and words importing the singular number shall where necessary be construed as importing the plural number and vice versa.
- (e) References to the Management Company the Transferor and the Transferee in this Transfer shall where the context so admits include their respective successors in title and assigns.
- (f) References to the Management Company include to any person organisation or company from time to time or at any time carrying out the obligations on the part of the Management Company contained in this Transfer
- (g) Any obligation on the Transferee not to do anything shall be deemed to include an obligation not to permit anything to be done where it is reasonably within the Transferee's control to permit or prevent the same to be done.

#### 12.2 Rights granted

The Property is transferred together with the following rights:

- 12.2.1 the rights to use for all proper purposes connected with the Property any Conduits now or in future laid or erected in under on or over the remainder of the Estate and serving the Property jointly or in common with the Transferor and any other persons who are now or may hereafter be entitled to connect with or use the same or any of them the Transferee bearing paying and contributing together with such other persons a fair proportion according to the extent to which the same are served thereby of the cost of repairing maintaining replacing renewing inspecting and cleansing the Conduits with power at all reasonable times (save in the case of emergency) to enter upon such part or parts of the remainder of the Estate as shall be necessary for the purpose of making connections with repairing maintaining replacing renewing inspecting or cleansing the Conduits making good any damage occasioned by the exercise of such right.

- 12.2.2 rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) passage of light air and water and (where necessary) the discharge of rainwater from the roofs eaves spouts gutters and pipes of the Property and all liberties privileges and advantages now used or enjoyed or to be used or enjoyed over or under the remainder of the Estate by the Property or by any buildings now erected or to be erected thereon (whether as easements or quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) including so far as they are capable of subsisting a right of support and protection to the buildings now erected or to be erected on the Property by such parts of the buildings now erected or to be erected on the remainder of the Estate which support and protect the same.
- 12.2.3 the right for all reasonable purposes connected with the use of the Property with or without motor and other vehicles to go pass and repass along the Estate Roads.
- 12.2.4 the right for all reasonable purposes connected with the use of the Property with or without vehicles as appropriate to go pass and repass along the Shared Access (if any) serving the Property for the purpose of access to and egress from the Property (subject to payment of a fair proportion of the costs from time to time incurred in maintaining repairing and where necessary renewing the same).
- 12.2.5 the right at reasonable times (save in case of emergency) to enter upon the remainder of the Estate so far as may be reasonably necessary for the purposes of repairing maintaining painting and rebuilding any buildings and the foundations thereof erected on or constructed under or to be erected on or constructed under the Property the person exercising such right making good at his own expense any damage to the Estate occasioned by the exercise of such right.
- 12.2.6 the rights to use for all proper purposes connected with the Property the Estate Sewers
- 12.2.7 Subject to the Estate Regulations in respect of such use and to payment of the Transferee's Maintenance Costs the right to use for all reasonable purposes any part or parts of the Common Parts capable and intended by the Management Company and/or Lovell Partnerships Limited to be used in common
- 12.2.8 Subject to compliance with the Transferee's covenants and rights reserved herein contained in respect of such use rights in common with others similarly entitled to use the Visitor Parking Spaces (if any) allocated for the use of the Property in common with others.
- 12.2.9 Subject to compliance with the Transferee's covenants and rights reserved herein contained in respect of such use rights in common with others similarly entitled to use (in common with others) and on the recognised refuse collection days only the Bin Collection Point (if any) allocated for the use of the Property for the placing of domestic refuse in appropriate containers.

12.3 **Rights Reserved**

There is excepted and reserved from the Property the following:

- 12.3.1 any right of light or air now subsisting or which might (but for this exception) be acquired over the remainder of the Estate to the intent that the Transferor may build on or rebuild the

remainder of the Estate in such manner as the Transferor may think fit notwithstanding any interference with the access of light or air to the Property thereby occasioned and so that the Transferee shall be deemed to enjoy such access of light and air in the meantime by the consent of the Transferor hereby given and not as of right;

12.3.2 the right in common with the Transferee and any local or statutory authorities (which expression shall include the water authority and the electricity board British Gas plc and British Telecommunications plc) and all other persons entitled thereto for any owner for the time being of any part of the remainder of the Estate:

12.3.2.1 to use the Conduits Estate Sewers and/or other service installations or conducting media now laid or which may at any time be laid in over or under the Property; and

12.3.2.2 to enter upon the Property at all reasonable times (save in case of emergency) for the purpose of laying making connections with repairing maintaining replacing renewing inspecting or cleansing the Conduits Estate Sewers and/or other service installations or conducting media and erecting placing or constructing any street lighting or street name plate on the Property or any buildings thereon and planting any trees hedges or shrubs or carrying out any landscaping required by the terms of any landscaping or similar scheme approved by any local authority or to meet the requirements of any local authority making good any damage to the Property occasioned by the exercise of such rights;

12.3.3 all easements, wayleaves, licences, rights and privileges granted or to be granted by the Transferor to any local or statutory authorities in connection with the services usually provided or maintained by them for the benefit and advantage of the Estate or any part thereof and the Transferee shall if required at his own expense concur in the grant to the said local or statutory authorities of such easements as they shall require in connection with the provision and maintenance of such services and obtain his mortgagees' (if any) similar concurrence thereto;

12.3.4 the right (if necessary) for the Transferor and/or the appropriate authority to enter on the Easement Land (if any) at all times with or without workmen servants and agents plan machinery equipment tools and materials for the purpose of constructing laying marking repairing renewing cleansing and maintaining the drain/main or cable within the Easement Land and all connections manholes inspections chambers and ancillary structures along the line of the said drain/main or cable as may be reasonable and proper but not for any other purpose whatsoever the person or persons so entering making good any damage occasioned by such entry;

12.3.5 rights of overhang of roofs, gutters, eaves, downspouts, drainage, encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) passage of light air and water and (where necessary) the discharge of rain water from the roofs eaves spouts gutters and pipes of the remainder of the Estate and all liberties privileges and advantages now used or enjoyed or to be used or enjoyed over or under the Property by the remainder of the Estate or by any buildings now erected or to be erected thereon (whether as easements or quasi-easements or otherwise and whether or not continuous

apparent or reasonably necessary) including so far as they are capable of subsisting a right of support and protection to the buildings now erected or to be erected on the remainder of the Estate by such parts of the building now erected or to be erected on the Property which support and protect the same;

12.3.6 the right to enter upon the Property at reasonable times for the purposes of erecting, repairing, maintaining, painting and building or rebuilding any buildings retaining walls and the foundations thereof erected on or constructed under or to be erected on or constructed under the remainder of the Estate including the like right for such purposes to erect, maintain, use and dismantle scaffolding and fencing upon the Property the person exercising such right making good any damage to the Property occasioned by the exercise of such right;

12.3.7 the right to pass and repass with or without vehicles as appropriate over and along the Shared Access (if any) within the Property

12.3.8 If at the date of this Transfer there is on the Property any signboard notice direction indicator or other equipment facility or feature appertaining to marketing or construction operations on the Estate or any adjoining land the rights for the Transferor and all persons authorised by it:-

12.3.8.1 to retain any such item in its existing position on the Property for the Development Period; and

12.3.8.2 to enter the Property at any time so far as necessary to clean maintain repair replace or remove any such item (which shall remain in the ownership of the Transferor or its contractors notwithstanding this Transfer and/or the expiration of the said Development Period).

12.3.10 to use for all reasonable purposes any part of the Common Parts within the Property together with all rights necessary over the Property for Lovell Partnerships Limited and the Management Company in order to carry out their respective obligations in this Transfer

12.3.11 Excepting and reserving out of the Property for the benefit of Lovell Partnerships Limited and the Management Company only the right to alter (so often as necessary and without the requirement for prior notice to be served) the extent (whether by adding or removing land) of the Common Parts and/or of the remainder of the Estate from time to time provided always that any such alteration does not materially affect the amenity of the Property.

12.3.12 The Transferor reserves the right to supply the Common Parts Services (or any part of them) until such time as the Transferor hands over (such hand over being on such date(s) as the Transferor shall in its absolute discretion decide) the responsibility for the supply of the Common Parts Services to the Management Company

12.3.15 Rights in favour of those entitled to use the Bin Collection Point (if any) within or partially within the Property

#### 12.4 **Transferee's Covenants**

12.4.1 The Transferee hereby covenants with the Management Company and the Transferor:

12.4.1.1 to pay to the Management Company the Transferee's Maintenance Costs in advance on the Payment Days (the first payment being an apportioned part to be made on the execution hereof)

12.4.1.2 to apply to become a member of the Management Company in accordance with the requirements of the Articles of Association of the Management Company and if so requested by the Management Company to serve as a Director and/or Secretary of the Management Company

12.4.1.3 not to transfer or otherwise dispose of the Property without first procuring that the person firm company or body to whom the Property is transferred to

(a) applies to become a member of the Management Company; and

(b) enters into a deed of covenant in the form set out in Schedule 3 hereof or in such other form as shall from time to time be specified by the Management Company whereby it he or they covenant directly with the Management Company and the Transferor (and to the same effect as would have been achieved if the intending transferee had been a party to this Transfer as the Transferee) to observe and perform all of the covenants obligations provisions and other matters on the part of the Transferee within this Transfer and to give effect to this covenant the Transferee and the Management Company hereby apply to the Chief Land Registrar for the following restriction to be entered on the Register of the title to the Property:-

"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 Heath Farm Residents Management Company Limited (Company Registration Number 10989232) whose registered office is situated at One Eleven Edmund Street Birmingham B3 2HJ or their conveyancer that the provisions of clause 12.4.1 and clause 12.9 of the registered Transfer have been complied with"

12.4.2 The Transferee covenants with the Transferor for the benefit and protection of each and every part of the remainder of the land comprised in the Estate and so as to bind the land hereby transferred into whosoever hands the same may come that the Transferee will observe and comply with the rights covenants and other matters (if any) more particularly referred to in the Transferor's title to the Property insofar as the same are still subsisting and relate to or affect the Property and to indemnify and keep indemnified the Transferor from and against all actions costs proceedings claims and demands in respect thereof to the intent that the Transferor shall not be liable upon the same in any manner

12.4.3 The Transferee hereby further covenants:

12.4.3.1 With the Transferor only to observe and perform the covenants and obligations set out within Part 1 of Schedule 1 of this Transfer; and;

12.4.3.2 With the Transferor only for the Alteration Period to observe and perform the covenants and obligations set out within Part 2 of Schedule 1 of this Transfer; and

12.4.3.3 With the Transferor only for the Development Period to observe and perform the covenants and obligations set out within Part 3 of Schedule 1 of this Transfer; and

12.4.3.4 With the Transferor the Management Company and the other Owners to observe and perform the covenants and obligations set out within Schedule 2 of this Transfer

**12.5 Street Works Deposit**

If the Transferor shall pay any sum to the local or highway authority by way of deposit against the cost of street works pursuant to section 219 of the Highways Act 1980 and such sum or any part thereof is repaid or is due to be repaid pursuant to section 221 of the said Act it is hereby agreed and declared that such sum shall belong to the Transferor and the Transferee shall (if in receipt of such sum) forthwith repay or (if appropriate) direct the said authority to repay such sum to the Transferor.

**12.6 Party Walls**

It is hereby agreed and declared that the walls (if any) dividing the buildings erected on the land hereby transferred from the buildings erected on the remainder of the Estate shall be deemed to be party walls and the rights and liabilities in respect thereof shall be in accordance with section 38 (1) of the Law of Property Act 1925.

**12.7 Management Company's Covenants**

12.7.1 Subject to the Transferee's Maintenance Costs being paid by the Transferee and to substantial compliance by the Transferee with all the covenants and obligations on the Transferee's part in this Transfer contained the Management Company covenants with the Transferee to provide the following Common Parts Services in an efficient and businesslike manner:

12.7.1.1 inspecting, repairing, maintaining, cleaning, landscaping, planting and cultivating as appropriate and when necessary (in the reasonable opinion of the Management Company), altering, renewing, replacing and rebuilding the Common Parts;

12.7.1.2 providing and maintaining a supply of electricity to the Common Parts and providing lighting to the Common Parts where appropriate.

12.7.2 The Management Company will not be liable for any loss or damage incurred by the Transferee arising from:

12.7.2.1 any failure or delay in the provision of the Common Parts Services unless and until the Transferee has notified the Transferor in writing of the breach and the Transferor has failed to remedy the breach within a reasonable time;

12.7.2.2 any act or omission of an Owner;

12.7.2.3 any act of vandalism or graffiti;

12.7.2.4 any failure, interruption or delay in the performance of the Common Parts Services arising from any matter beyond the control of the Management Company including, without limitation, equipment failure, shortage of labour, fuel or materials or labour disputes; or

12.7.2.5 any failure, interruption or delay in the performance of the Common Parts Services arising from the necessary maintenance, repair, replacement or servicing of any plant or equipment used to provide the Common Parts Services

12.7.3 If the Management Company reasonably considers it prudent to do so for the benefit of the Owners as a class or for the more efficient management of the Common Parts, it may withhold, add to or vary the Common Parts Services or the means by which they are provided.

12.7.4 The Management Company may include within the Common Parts Charges:

12.7.4.1 the costs of providing Common Parts Services and Ancillary Costs incurred in any previous Accounting Period which have not been included in any previous statement of the Common Parts Charges;

12.7.4.2 such sums by way of reasonable provision for expenditure which the Management Company reasonably anticipates will be incurred in providing any of the Common Parts Services within the period of three years after the expiration of that Accounting Period; and

12.7.4.3 the following Ancillary Costs:

(a) the payment of all existing and future rates (including water rates), taxes, duties, charges, assessments, impositions and outgoings whatsoever payable in respect of any parts of the Estate not sold, let or intended to be sold or let to the Owners including all payments, whether direct or indirect, towards or in connection with the carrying out of all or any of the Common Parts Services;

(b) the cost of compliance with or, if the Management Company so requires, making representations against or otherwise contesting the operation of the provisions of any statute or any directions or requirements or recommendations of any competent authority or of any insurers of the Estate;

(c) the cost of abating any nuisance to and the cost of removing any obstruction of the Common Parts including, without limitation, the unauthorised parking or dumping of vehicles or materials on the Common Parts;

(d) the cost of maintenance and inspection contracts for the repair and maintenance of any plant, equipment and machinery used on the Common Parts together with the cost of any policy or policies of insurance for insuring the plant, equipment and machinery used on the Common Parts against sudden or unforeseen damage and breakdown;

(e) the cost of any policy or policies of insurance for public liability, employer's liability and loss of Common Parts Charges;

(f) the cost of resurfacing or otherwise replacing such of the Common Parts as the Management Company shall from time to time consider reasonable or appropriate;



- (g) the cost of removing or clearing snow from the Common Parts and gritting them from time to time;
- (h) the cost of any contracts for landscaping, planting and cultivation;
- (i) the cost of the fuel, oil, gas, electricity or other energy supplies needed in running or operating any of the Common Parts Services;
- (j) the cost of employing such staff and other personnel as the Management Company shall reasonably consider necessary or desirable for the carrying out of the Common Parts Services;
- (k) the fees, charges, expenses and commissions payable, on a full indemnity basis, to any professional advisor whom the Management Company may from time to time employ in connection with the maintenance or management of the Common Parts including the cost of preparing and auditing the statement of the Common Parts Charges;
- (l) the Management Company's own management and administration expenses and fees not exceeding a sum equal to 10% of the Common Parts Charges in the Accounting Period;
- (m) interest, commission, banking charges and fees in respect of any monies included in the Common Parts Charges borrowed to finance the provision of any of the Common Parts Services or the Ancillary Costs; and
- (n) the cost of any other works, facilities or services of any kind whatsoever which the Management Company reasonably considers necessary or desirable for the benefit of the Common Parts or the Owners tenants and occupiers of the Estate or in the interests of good estate management.

12.7.5 During each Accounting Period:

12.7.5.1 if the Management Company does not notify the Transferee of the sum to be paid, the Transferee shall continue to pay the sum which it paid under this paragraph during the previous Accounting Period until it has been notified of the sum to be paid; and

12.7.5.2 on notice being given, the Transferee shall pay any balance due to the Management Company which it would have paid had it been notified of the sum to be paid before the beginning of the Accounting Period.

12.7.6 As soon as reasonably practicable after the end of each Accounting Period, the Management Company shall provide a written statement of the Common Parts Charges, the Transferee's Proportion of the Common Parts Charges payable by the Transferee for that Accounting Period and the sums already paid by the Transferee towards that expenditure under this paragraph. The Transferee shall pay any balance due to the Management Company within fourteen days of the receipt of the statement and any refund

due to the Transferee shall be deducted from the next payment or payments to be made by the Transferee under this paragraph.

12.7.7 The Management Company shall not charge to the Transferee the cost of:

12.7.7.1 any expenditure covered by any policy or policies of insurance effected by the Management Company to cover loss of Common Parts Charges;

12.7.7.2 marketing and letting any vacant parts of the Estate which are intended to be sold or let to Owners;

12.7.7.3 any liability or expense which the Transferee is responsible under this transfer or for which other Owners, tenants or occupiers of the Estate are individually responsible; or

12.7.7.4 any capital expenditure incurred prior to the date of this transfer for the installation or establishment of any of the Common Parts Services.

12.7.8 If, in any Accounting Period, the Management Company reasonably desires or is required to pay or incur any costs in respect of the Common Parts Services or any Ancillary Costs and the money held by the Management Company on account for the Common Parts Charges is insufficient for this purpose, the Management Company shall be entitled to demand a further sum on account of the Common Parts Charges for that Accounting Period. The Transferee shall pay such sum to the Management Company within fourteen days of demand.

12.7.9 Subject to any applicable legislation the Transferee shall not be entitled to dispute the Common Parts Charges by reason only that the Common Parts Services or Ancillary Costs could have been provided or incurred at a cost less than that in fact incurred by the Management Company.

12.7.10 Any part of the Common Parts Charges to be held as a reserve fund shall be kept in a separate account and any interest on or income of the reserve fund shall be held by the Management Company in trust for the Owners and shall only be applied towards the costs of the Common Parts Services and Ancillary Costs.

## 12.8 **Transferor's Covenants**

12.8.1 The Transferor covenants with the Transferee and the Transferee's successors in title to indemnify the Transferee and the Transferee's successors in title against all actions costs claims demands and liabilities arising from any failure by the Transferor to comply with the terms of the Section 106 Agreement; and

12.8.2 The Transferor covenants with the Transferee and the Transferee's successors in title to construct and maintain the Estate Sewers and Estate Roads to the requirements of the relevant public authority and the Transferor will indemnify the Transferee and the Transferee's successors in title against all actions costs claims demands and liabilities arising from any failure to do so until the Estate Sewers and Estate Roads become maintainable at public expense; and

12.8.3 The Transferor covenants with the Transferee to layout and construct the Common Parts in accordance with the planning permission for their laying out and construction

## 12.9 **Covenants to be given on disposition**

On every transfer of the Property or upon the devolution of the legal estate therein howsoever arising the Transferee hereby covenants with

the Transferor and the Management Company to procure that the transferee enters into the covenants contained in clause 12.4 hereof

#### 12.10 **Agreements and Declaration**

- 12.10.1 Neither the Transferor nor the Management Company shall insofar as liability is capable of being excluded by law be liable or responsible for any damage suffered by the Transferee or any servant agent or workman of the Transferee or any member of the Transferee's family or any guest of his through the neglect fault or misconduct of any servant employed by the Transferor or the Management Company in connection with its respective obligations herein contained.
- 12.10.2 Nothing herein contained shall prevent the Transferor or its successors in title from transferring selling leasing or holding free from any restriction or stipulation any part of the Estate (excluding the Property) or from waiving compliance with or varying or releasing any restriction or stipulation now or hereafter affecting any part of the Estate or any neighbouring land now or formerly belonging to the Transferor.
- 12.10.3 Wherever in this Transfer there is a covenant by the Transferee to pay expenditure expenses outgoings charges costs fees or any like expression incurred or payable by the Transferor or the Management Company all such expressions shall include all value added tax incurred or payable by the party incurring the expenditure in connection with the subject matter of the covenant and this Transfer shall be construed accordingly.
- 12.10.4 Rights and easements granted to the Transferee are granted also to those authorised by the Transferee but in common with the Transferor the Management Company and all others having the like or similar right.
- 12.10.5 Rights and easements excepted and reserved to the Transferor are excepted and reserved also in favour of the Management Company and the owner and owners for the time being of the adjoining properties capable of being benefited and all persons authorised by it or them and where appropriate the local or other statutory authorities (which expression shall include the water authority the highways authority the electricity board British Gas plc and British Telecommunications plc) and all other persons having the like or similar right.
- 12.10.6 Neither the Transferor nor the Management Company shall be obliged to provide a certificate for the purposes of the Proprietorship Register Restriction at clause 12.4.1.3 of this Transfer if any arrears of Transferee's Maintenance Costs are outstanding or if the Management Company's reasonable fees in respect of the administration and processing of the certificate (to include approving the deed of covenant) have not been met.
- 12.10.7 Rights and easements granted and reserved in respect of any Shared Access are limited to at ground floor level only where such roads footpaths driveways and accessways are below any building or structure above
- 12.10.8 That the Management Company and persons authorised by the Management Company may have access to the Estate and any part necessary or proper to enable the Management Company to carry out its obligations contained in this Transfer
- 12.10.9 The use of the Bin Collection Point is intended to be in common and in accordance with the Estate Regulations where also forming part of the Common Parts

12.10.10 Section 121 Law of Property Act 1925 is excluded in relation to the Common Parts Charges and/or Transferee's Maintenance Costs payable by the Transferee pursuant to the Transferee's covenants with the Transferor and the Management Company contained in this Transfer.

12.10.11 Schedule 4 of this Transfer applies and the Property is subject to the rights and covenants contained within Schedule 4 if any part of the Property is crossed by the Protected Strip

**12.11 Contracts (Rights of Third Parties) Act 1999**

This Transfer does not create confer or purport to confer any benefit or right enforceable by any person not a party to it except that a person who is a permitted successor to or assignee of the rights of a party to this Transfer is deemed to be a party to this Transfer.

**SCHEDULE 1  
Transferee's covenants**

**PART 1  
(With the Transferor only)**

**1. SERVICE EASEMENTS**

Immediately on request (at the Transferee's own expense) to execute (and to procure any mortgagee of the Transferee executes) any easement deed or document required by the Transferor or statutory undertaker or other relevant authority or service supplier in respect of the provision maintenance or adoption of the Estate Roads, Conduits, the Estate Sewers and/or the service media within the Easement Land

**PART 2**

**(With the Transferor only for the Alteration Period)**

**2. ALTERATIONS**

Not to construct or place any additional buildings or temporary or other permanent erection on the Property or make any external alteration in or addition to the dwellinghouse and garage (if any) erected thereon or the walls fences or the front garden thereof without the previous written approval of the Transferor (such approval to be at the absolute discretion of the Transferor and the Transferor here meaning Lovell Partnerships Limited only) to a detailed drawing thereof provided that on any such application for approval as aforesaid the Transferee shall pay to the Transferor such reasonable fee for the consideration of such application as the Transferor shall from time to time prescribe whether the approval of the Transferor to such application be given or not.

**PART 3**

**(With the Transferor only for the Development Period)**

**3. AERIALS**

Not to erect or place television or radio aerials or any satellite receiver or similar apparatus for the reception or transmission of television or radio signals on any front elevation of the Property or so as to be visible from the Estate Roads.

**4. FOR SALE BOARDS**

Not without the previous written consent of the Transferor (such approval to be at the absolute discretion of the Transferor and the Transferor here meaning Lovell Partnerships Limited only) to erect or display any notice offering the Property for sale or letting.

**SCHEDULE 2**

**(With the Transferor the Management Company and the other Owners)**

**1. BOUNDARIES**

1.1 To keep in good repair the walls/fences (if any) on the sides of the Property only marked "T" on Plan 1 within the boundary of the Property; and

1.2 To keep in good repair as party boundaries the walls/fences (if any) on the sides of the Property marked both "T" on Plan 1 within the boundary of the Property and "T" on Plan 1 outside the boundary of the Property.

## 2. REPAIR

2.1 To keep in good repair the Property (excluding any part of the Property included within the Common Parts) and any dwellinghouse on the Property; and

2.2 Without prejudice to the generality of the above to keep the front and rear garden of the Property in a neat and tidy condition; and

2.3 Not to maintain any part of the Common Parts within the Property save in respect of substantive failure to do so (prior notice of such failure having been served in writing on the failing party and the same not having been maintained to the reasonable satisfaction of the Transferee within a reasonable period following service of such notice).

## 3. USER

Not without the previous written approval (such approval to be at the absolute discretion of the Transferor and may be revoked at the absolute discretion of the Transferor) of the Transferor (here meaning Lovell Partnerships Limited only) to use the Property or suffer the same to be used for the purpose of any manufacture trade or business of any description or for any purpose other than as a private dwellinghouse (including holiday let) in single family occupation with associated garage/car parking PROVIDED ALWAYS THAT consent is hereby deemed to have been granted by the Transferor for working from home where such working only requires one room of the Property and does not include visitors or deliveries to the Property

## 4. LANDSCAPE MAINTENANCE

To maintain any trees, hedges or shrubs planted by the Transferor on the Property under the terms of any landscaping or similar scheme approved by any local authority and to replace any such trees hedges or shrubs which need to be replaced and in the event of the Transferee not complying with this covenant then to permit the Transferor to enter upon the Property in accordance with clause 12.3.6 to execute such works and the cost thereof shall be a debt due from the Transferee to the Transferor and be forthwith recoverable by action.

## 5. SHARED MAINTENANCE COSTS

To maintain repair and when necessary renew the Shared Access (if any) and/or Bin Collection Point which form part of the Property and to contribute a fair proportion of the costs from time to time incurred in maintaining repairing and where necessary renewing the Shared Access and/or Bin Collection Point which serve the Property and which do not form part of the Property (if any).

## 6. CONDUIT COSTS

To bear and pay such proportionate part as may be determined by any local or statutory authorities or by the Transferor of the cost of repairing maintaining replacing renewing inspecting and cleansing the Conduits used by the Transferee in common with the Transferor and any other persons who are now or may hereafter be entitled to connect with or use the same or any of them.

## 7. LATE PAYMENT OF COSTS

If any sums due to be paid by the Transferee to the Management Company or the Transferor under the terms of this Transfer shall remain unpaid for 21 days after becoming payable (whether formally demanded or not) the Transferee shall pay to the Management Company or the Transferor (as the case may be) interest upon such sum as shall remain unpaid at the rate of four per cent 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 a reasonable comparable rate) calculated on a day to day basis from the date of the same becoming due to the date of payment but without prejudice to the operation of any other right of action of the Management Company or the Transferor (as the case may be) in respect of non-payment of such sums.

**8. PARTY WALLS**

Not at any time hereafter to permit or authorise the demolition of the dwellinghouse or garages (if any) erected on the Property so as to leave the party walls dividing any buildings erected on the Property from any buildings erected on the remainder of the Estate exposed as exterior walls without forthwith supporting pointing and rendering weatherproof to reasonable standard the party walls referred to if at any time the said party walls shall become exposed as exterior walls.

**9. INDEMNITY**

The Transferee shall pay to the Management Company and the Transferor (as appropriate) on a full indemnity basis all costs and expenses incurred by the Management Company or the Transferor (as appropriate) or the relevant party's solicitors in enforcing payment by the Transferee of sums due to be paid by the Transferee under the terms of this Transfer.

**10. ENCLOSURE**

Not without the prior written consent of the Transferor and the Management Company to erect or plant any fence wall gate hedge tree or other form of enclosure upon any boundary or to modify any fence or wall which adjoins or is visible from either an area of public open space or a highway maintainable at the public expense.

**11. NUISANCE**

Not to do any act or thing in or about the Property which shall or may be or grow to the annoyance nuisance damage or disturbance of the Management Company the Transferor or the owner or occupier of any part of the remainder of the Estate.

**12. REFUSE COLLECTION**

Not to place or keep dustbins or refuse bags or the like in front of the dwellinghouse erected on the Property or on any Bin Collection Point except on such days as are recognised as refuse collection days and to take such steps as may from time to time be required by the relevant authorities to facilitate collection of rubbish from the Property by the said authorities on the said recognised refuse collection days.

**13. PARKING RESTRICTIONS**

13.1 Not to leave or park or permit to be left or parked (in whole or in part) any caravan motor home horse box boat motor car motor cycle bicycle or other vehicle or partly constructed vehicle on any part of the Property or Estate except for private motor car(s) motor cycles or light commercial vehicles having an axle weight not exceeding 30 cwt on the designated parking space or spaces (if any) or on the driveway or within the garage on the Property or on the Estate Roads; and

13.2 Not personally to park or authorise the parking of any motor or other vehicles on any parking space within the Estate designated for visitors

**14. MAKE GOOD**

To make good or pay the reasonable costs associated with making good where the responsibility for the maintenance of the same is the responsibility of others in accordance with the provisions of this Transfer (as the case may be) any damage caused to the Common Parts Shared Access Bin Collection Point or Conduits by the act neglect or default of the Transferee or the occupier for the time being of the Property or visitors to the same.

**15. EXTERNAL PAINT WORK**

Not to alter the colour of the rendering on the elevations of the Property (if any).

**16. EASEMENT LAND**

Not to erect any permanent structure on the Easement Land (if any) or to do anything whereby the protection of the pipes wires or cables therein or the structures thereon shall be altered or in any way impede access thereto by the statutory undertakers or other appropriate body or authority who shall have the unencumbered right of access at all times over the Easement Land for all

purposes and the Transferee shall keep the Easement Land in good repair and condition.

17. MISCELLANEOUS

17.1 Not to hang any clothing or other articles (including without limitation banners or other notices or placards) on the outside of the Property save for clothing on a rotary clothes dryer or clothes line located in the rear garden of the Property; and

17.2 Not to place or suffer to be placed on any part of the Property or the Estate or any boundary of the Property or Estate any showboard placard nameplate or advertisement (other than (subject to paragraph 4 of Schedule 1) a notice of reasonable dimensions indicating the Property is for sale or let) and to indemnify the Transferor against all actions, proceedings, costs, expenses, claims and demands in respect of any act contravening planning legislation; and

17.3 Curtains or blinds must be installed in all external windows of the dwelling erected on the Property (other than any patio door)

18. OBSTRUCTIONS

Not to obstruct any of the Estate Roads the Common Parts the Estate Sewers the Conduits the Shared Access or the Bin Collection Point other than in accordance with the provisions of this Transfer

19. VISIBILITY SPLAY

Not without the written consent of the highways authority to use any part of the Property which forms part of a highway visibility splay or Visibility Splay for any purpose other than as a lawn and in particular:-

- (a) Not to plant any trees of any kind in the Visibility Splay; nor
- (b) to erect any building or structure whatsoever on the Visibility Splay; nor
- (c) to carry out any excavations which exceed a depth of 300mm within the Visibility Splay without first obtaining the written approval of the Highway Authority

20. PETS

No livestock or poultry nor any exotic pets may be kept at the Property or on any part of the Estate

21. ESTATE REGULATIONS

At all times to comply with and observe (and to procure that any lawful visitors to the Property comply with and observe) the Estate Regulations.

**SCHEDULE 3**

**Form of deed of covenant to be given by future transferees with the Management Company**

I, (assignee) of (address) ("the Assignee") hereby COVENANT with HEATH FARM RESIDENTS MANAGEMENT COMPANY LIMITED (Company Registration Number 10989232) whose registered office is situate at One Eleven Edmund Street Birmingham B3 2HJ ("the Company") and LOVELL PARTNERSHIPS LIMITED (Company Registration Number 2387333) whose registered office is situate at Kent House, 14 - 17 Market Place, London, W1W 8AJ that I and my successors in title of [specify address of Property] ("the Premises") will at all times from [ ] 20 pay the Transferee's Maintenance Costs and other monies covenanted to be paid in accordance with the provisions of a Transfer of Part dated [ ] 20 and made between (1) Lovell Partnerships Limited (2) and Adam Luke Salkeld and Frances Luisa Ruocco ("the Original Transferee") (3) ("the Original Transfer") of the Premises which Premises were transferred to me by a transfer bearing even date and executed contemporaneously herewith and that I will observe and perform all the covenants obligations restrictions and stipulations contained in the Original Transfer and on the part of the Original Transferee to be observed and performed (whether running with the Premises or of a purely personal or collateral nature) to the same extent as if I were the Original Transferee named in the Original Transfer.

I also AGREE that all notices served under the Original Transfer in anticipation of proceedings against me by the Company may be served upon me by post addressed to me at the Premises or by delivery at the Premises.

Dated this                      day of    20

[ATTESTATION CLAUSES]

**SCHEDULE 4  
Protected Strip**

**1. Additional Definitions**

Apparatus

means the foul and/or surface water sewers lateral drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip

Dominant Tenement

means the undertaking of the Undertaker within its area as particularised in the Undertaker's "Instrument of Appointment" as a sewerage undertaker and taking effect under the Water Act 1989 and/or the Water Industry Act 1991 and the properties and rights forming part thereof

Undertaker

means [insert Water Authority] and its successors in title

**2. The Undertaker's Rights**

Subject to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker 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 Undertaker's Rights the Transferee grants with full title guarantee the following perpetual rights ("the Undertaker's Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part of it:

- (a) 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") and having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through any part of/and by means of the Apparatus as shall be a pipe/as existing from time to time in through under over or upon the Protected Strip and (except where the Apparatus is used to convey foul water) to discharge from the Apparatus into any canal pond lake 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 to it and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or watercourse and the right at any time to take samples of such discharge;
- (b) For the purposes hereof and in particular for the purposes mentioned in paragraph (a) above (and for similar purposes in relation to any connected length of pipes or works incidental to them) the right at any time and at all times in the day or night time with or without vehicles plant machinery servant 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 convenient route from a public highway as the Undertaker 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 to it or to the Transferee's adjoining land
- (c) 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;

- (d) The right in exercising the Undertaker's 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 Undertaker's Rights;
- (e) 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 Undertaker's Rights;
- (f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee;
- (g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon

### **3. The Covenants**

The Transferee to the intent that the burden of this covenant may run with the Protected Strip and the Servient Tenement and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part of it and to benefit and protect the Apparatus and the Dominant Tenement and each and every part of them 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 land in respect of which such breach shall occur covenants with the with the Undertaker to observe and perform the following covenants:

- 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 that may:
  - 1.1 Endanger injure or damage the Apparatus or render access to it more difficult or expensive; or
  - 1.2 Adversely affect the quality of water or other matter in the Apparatus or the free flow and passage of them or means of communication along or through the same;
- 2. Without prejudice to the generality of the above:
  - 2.1 Not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary on the Protected Strip provided that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character;
  - 2.2 Not to withdraw support from the Apparatus or the Protected Strip;
  - 2.3 Not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip;
  - 2.4 Not to alter the ground levels within the Protected Strip;
  - 2.5 Not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip;
  - 2.6 Not to construct or lay or cause or permit construction or laying of any street road pipe duct cable across the Apparatus at an angle (formed by the Apparatus and the street road pipe duct or cable) of between nought an forty-five degrees provided that this prohibition shall not apply to an existing street road pipe duct or cable
- 3. To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this Schedule of this Transfer and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip

### **4. Additional Agreements and Declarations**

- 1. The Transferee acknowledges that notwithstanding the earlier exercise of the Undertaker's Rights or the earlier enforcement of the Covenants the Apparatus shall not vest in the Undertaker until it has issued a vesting

declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991

2. The Transferee further acknowledges that the Undertaker shall have the benefit of the right to enforce these Undertaker's Rights and Covenants pursuant to the Contracts (Rights of Third Parties Act) 1999

**SCHEDULE 5  
The Incentives**

1. To include an allowance towards legal fees in the sum of £500.00 on completion.

**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 126 of the Land Registration Rules 2003.