

H.M. LAND REGISTRY
Land Registration Acts 1925 to 1986
TRANSFER OF PART
(imposing fresh restrictive covenants)
FREEHOLD

Particulars

The title number allocated to the
land transferred will be entered
opposite on registration

COUNTY & DISTRICT : Cambridgeshire: Peterborough

TITLE NUMBER : [REDACTED]

PROPERTY : Plot [REDACTED], Thorpe Meadows,
Peterborough, Cambridgeshire,
intended to be known
as [REDACTED]
Peterborough

DATE : 198

PARTIES : 1. EROSTIN HOMES (SOUTHERN)
LIMITED a company
registered in England
under number 1327712 whose
registered office is at
Erostin House, Milton
Keynes Marina, Milton
Keynes, Buckinghamshire
MK6 3BY ("the Company")

2.
and
both of

("the Transferee")

PRICE : POUNDS (£ .00)

SHARE NUMBER:

1. In this Transfer

1.1 The masculine shall include the feminine and vice
versa.

- 1.2 The singular shall include the plural and vice versa.
- 1.3 References to persons shall include bodies corporate and vice versa.
- 1.4 Where more than one person constitutes the Transferee then
 - 1.4.1 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; and
 - 1.4.2 the persons constituting the Transferee are joint tenants both at law and in equity; and
 - 1.4.3 the trustees for sale of the Property shall have all the powers of a sole beneficial owner to deal with the Property within the perpetuity period afterwards defined.
- 1.5 "the Transferee" where the context so admits shall include the successors in title of the Transferee the owners and occupiers for the time being of the Property or any part of it.
- 1.6 "the Particulars" mean the details set out in the heading to this Transfer.
- 1.7 The "plan" means the plan annexed to this Transfer
- 1.8 "the Estate" means the Company's development land which is shown edged blue on the plan and is known as Thorpe Meadows, Peterborough.

- 1.9 "the Remaining Estate" means all parts of the Estate other than the Property which is the subject of this Transfer whether or not such other parts of the Estate have been transferred or agreed to be transferred before the delivery of this Transfer duly sealed and the Company
- 1.10 "the Property" means the land and buildings specified in the First Schedule.
- 1.11 "the House" means the dwellinghouse and ancillary buildings now constructed or in the course of construction on the Property.
- 1.12 "the Estate Road" means the carriageway and ancillary footpaths shown cross-hatched black on the plan and now constructed or in the course of construction on the Estate so far as it serves the Property.
- 1.13 "the Tow Path" means the pathway coloured green on the plan.
- 1.14 "the Service Installations" means sewers drains channels pipes watercourses gutters wires cables pillars turrets amplifiers poles soakaways and any other apparatus (whether laid now or intended to be laid within the perpetuity period afterwards defined) for the supply transmission or distribution to the Property or any part or parts of the Remaining 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 Remaining Estate of soil foul water rainwater or surface water

- 1.14.1 "the Special Service Installations" means those Service Installations which are intended to be adopted repaired or maintained as the case requires by the appropriate statutory undertaker or the relevant local authority or British Telecommunications.

1.14.2 "the Other Service Installations" means those Service Installations which are not Special Service Installations.

1.15 "the Marina" means the boating lake and adjoining land edged purple on the plan.

1.16 "the Perpetuity Period" means the period of 80 years commencing on 1st April, 1988.

1.17 "the Share " referred to by the numbers indicated in the Particulars means the ordinary share in the capital of Thorpe Meadows Residents Company Limited in which the ownership of the Marina is to be vested.

2. IN CONSIDERATION of the Price paid by the Transferee to the Company which acknowledges receipt of the same the Company as beneficial owner TRANSFERS to the Transferee ALL THAT the Property TOGETHER WITH for the benefit of the Transferee their successors in title and all persons authorised by them (in common with all others entitled to the like rights) the rights and easements described or referred to in the Second Schedule EXCEPT AND RESERVING to the Company their successors in title and all persons authorised by them the rights and easements described or referred to in the Third Schedule AND SUBJECT TO the covenant contained in clause 4.

3. The Company COVENANTS with the Transferee that

3.1 at its own expense it will well and sufficiently form metal and kerb the Estate Road and construct and complete such of the foul and storm water sewers on the Estate as are intended to be adopted by the relevant local authority and

3.2 until the Estate Road and the said foul and storm water sewers are adopted by the relevant local authority and declared to be maintainable at the public expense it will indemnify the Transferee from and against all costs charges and claims for sewerage levelling paving metalling flagging channelling and making good the Estate Road so far as it is co-extensive with the Property and for constructing the said foul and storm water sewers so far as they serve the Property to the satisfaction of the relevant local authority.

4.1 Subject to the provisions of clauses 4.2., 4.3., and 4.4. the Transferee COVENANTS with the Company to observe and perform the conditions restrictions and stipulations contained in the Fourth Schedule.

4.2 The Company and the Transferee intend that

4.2.1 the benefit of the covenant contained in clause 4.1. shall be annexed to and shall run with the Remaining Estate and all parts of it and

4.2.2 the burden of the covenant contained in clause 4.1. shall bind the Property and all parts of it and

- 4.2.3 neither the Transferee nor his personal representatives shall be liable for a breach of the covenant contained in clause 4.1. occurring after he has or they have (as the case requires) parted with all interest in the land on which the breach occurs.
- 4.3 The Company shall have power from time to time to waive vary or release any of the conditions restrictions and stipulations contained in the Fourth Schedule by any deed or writing under its hand.
- 4.4 Nothing contained in this Transfer shall be deemed to imply the existence of a building scheme or other scheme of development or to prevent the Company from selling any part or all of the Remaining Estate free from all any or some of the conditions restrictions and stipulations contained in the Fourth Schedule and either subject or not to any different conditions restrictions and stipulations.
- 5 Nothing contained or implied in this transfer shall take effect or be construed so as to grant any right easement privilege or licence for the Transferee to moor or keep any boat vessel or craft upon or otherwise use the Marina or any part of it.

THE FIRST SCHEDULE

(Land and buildings transferred)

ALL THAT piece of land at Thorpe Meadows, Peterborough shown on the plan edged red at ground level and marked on the plan with the plot number stated in the Particulars being part of the

Estate TOGETHER WITH the House and all other buildings (if any) constructed on the Property intended to be known by the postal address stated in the Particulars with all rights enjoyed by the Property and all Other Service Installations exclusively serving the Property PROVIDED ALWAYS THAT :-

1. any part of a wall of the House which also forms part of a building constructed or intended to be constructed within the Perpetuity Period on any adjoining part of the Remaining Estate shall be a party wall and shall be repaired and maintained at the joint and equal expense of the Transferee and the owners and occupiers for the time being of such part of the Remaining Estate; and
2. any retaining wall which is on a boundary between the Property and any adjoining part of the Remaining Estate shall be a party wall and shall be repaired and maintained at the joint and equal expense of the Transferee and the owners and occupiers for the time being of such part of the Remaining Estate; and
3. the foundations and eaves of and the Other Service Installations exclusively serving the House shall be included as part of the Property although they extend beyond the boundaries at ground level of the Property and into the Remaining Estate; and
4. the foundations and eaves of and the Other Service Installations exclusively serving any building constructed or intended to be constructed within the Perpetuity Period on any adjoining part of the Remaining Estate shall not be included as part of the Property although they extend within the boundaries at ground level of the Property; and

5. any Special Service Installations in on under or over the Property shall not form part of the Property

THE SECOND SCHEDULE

(Rights granted)

1. Full right and liberty for all purposes connected with the use and enjoyment of the Property at all times until the same shall be adopted by the Local Highway Authority
 - 1.1 to pass and repass with or without motor vehicles over and along the carriageway forming part of the Estate Road and
 - 1.2 to pass and repass on foot only over and long the footpath forming part of the Estate Road
2. The right to pass on foot only over as much of the tow path as is necessary for the purposes of gaining access from the property to the marina.
3. The right to the free passage and running of water soil foul water surface water rainwater gas electricity and telephone radio and television signals from and to the Property through along and into the Special Service Installations in under or over the Estate and such of the Other Service Installations in on under or over the Remaining Estate as serve the Property Together With all easements rights and privileges over the Remaining Estate necessary and proper for inspecting cleaning repairing maintaining and re-instating the Other Service Installations whether or not serving the Property exclusively subject to the proviso that the Transferee shall cause as little damage as possible in

the exercise of such easements rights and privileges and forthwith shall make good all damage caused.

4. Such rights (if any) of access to and entry upon the Remaining Estate as are necessary and proper for the decoration maintenance repair or reinstatement of the House and for the due observance and performance of the conditions obligations restrictions and stipulations contained in the Fourth Schedule and for the exercise of the Transferee's rights contained in this Second Schedule subject to the proviso that

- 4.1 except in case of emergency the Transferee shall give to the occupiers of the relevant part or parts of the Remaining Estate 48 hours notice in writing before exercising such rights of access and entry; and

- 4.2 the Transferee shall cause as little damage and disturbance as possible to the Remaining Estate in the exercise of such rights of access and entry and forthwith shall make good all damage caused.

5. The rights of subjacent and lateral support and shelter for the House by and from adjoining parts of the Remaining Estate and any buildings now constructed or in course of construction upon such adjoining parts.

6. Subject to clauses 4.3. and 4.4. of this Transfer the right to enforce any covenants now given or to be given within the Perpetuity Period by the Company's successors in title the owners and occupiers for the time being of the Remaining Estate or any part of it in a form the same as or similar to clause 4 of this Transfer.

THE THIRD SCHEDULE

(Exceptions and Reservations)

1. The rights (which so far as not already granted are now reserved) granted or to be granted within the Perpetuity Period to the owners and occupiers of parts of the Remaining Estate being rights over the Property equivalent to those contained in paragraphs 3, 4, and 5 of the Second Schedule
2. The right to lay relay make inspect clean repair maintain re-instate remove divert connect into and use any Service Installations (including the laying of additional Service Installations in contradistinction from and in addition the Service Installations originally laid) in on under or over the Property and for any such purpose to enter upon the Property to execute all or any such works and to break up and excavate so much of the Property as may from time to time be necessary and remove and dispose of any surplus earth Subject to the proviso that the persons exercising such rights shall give reasonable notice to the Transferee except in case of emergency shall cause as little damage and disturbance as possible to the Property and so far as practicable shall make good any damage caused.
3. The right to enter upon the Property and execute such works of construction maintenance repair and re-instatement to any part of the Remaining Estate as necessary or such works of maintenance repair or re-instatement of the House as necessary or such works as may be necessary for implementing and establishing the landscaping scheme for the Estate as approved by the local planning authority Subject to the

proviso that all persons exercising this right shall give reasonable notice to the Transferee except in case of emergency shall cause as little damage and disturbance as possible to the Property and so far as practicable shall make good any damage caused.

4. The right to develop the Remaining Estate notwithstanding that the access of light and air to the Property may be diminished or obstructed by such development.

THE FOURTH SCHEDULE

(Restrictions Stipulations and Conditions)

1. Buildings

- 1.1 Not to cause permit or suffer at any time the construction on the Property or any part of it of any buildings other than a private dwellinghouse with or without garages and ancillary buildings.
- 1.2 Not to cause permit or suffer at any time the construction on the Property or any part of it of any garage or extension of the House other than in brickwork and roofing tiles matching that used in the construction of the House.

2. User

- 2.1 Not to cause permit or suffer the Property or any part of it to be used at any time other than as a single private dwellinghouse with or without garage ancillary buildings and garden in the occupation of a single household.
- 2.2 Not to cause permit or suffer anything to be done at any time on the Property or any part of it which may be

or grow to be a nuisance damage grievance or annoyance to the Company or the owners and occupiers for the time being of the Remaining Estate or any part thereof

2.3 Not to permit any laundry to be hung out or exposed on the property.

3. Service Installations and Party Structures.

3.1 To inspect repair maintain re-instate and (where applicable) clean all Other Service Installations now constructed or to be constructed within the Perpetuity Period within the boundaries of the Property at ground level (except such as exclusively serve the Remaining Estate or any part of it).

3.2 To pay a fair and proper proportion of the expenses from time to time of inspecting repairing maintaining re-instating and (where applicable) cleaning any Other Service Installations which are used or intended to be used in common by the Transferee and the owners and occupiers for the time being of any part of the Remaining Estate but which are not within the boundaries of the Property.

3.3 To join with the owners and occupiers for the time being of the adjoining part of the Remaining Estate in repairing maintaining and if necessary re-instating the party walls (if any) referred to in the First Schedule and to pay a fair and proper proportion of the cost of any such works.

4. Fences

4.1 To repair and maintain and if necessary re-instate the walls fences or hedges on or within any boundary of the

Property in the positions marked with an inwards 'T' on the annexed plan.

- 4.2 Not to cause permit or suffer any wall fence or other linear feature whatsoever (other than such wall fence or other linear feature if any erected or to be erected within the Perpetuity Period by the Company or the Corporation) to be erected on such part of the Property as falls between the front face of the building erected on the Property and the estate road

5. Parking

- 5.1 Not to cause permit or suffer any commercial vehicle other than a light delivery van to be parked upon the Property or the Remaining Estate or any part of either of them or upon any part of the Estate Road except in case of emergency or for so long as may be reasonably necessary for the purpose of delivering goods to or collecting goods from the Property or some part of it.
- 5.2 Not without the written consent of the Company to cause permit or suffer any caravan or trailer or boat to be placed or to remain in front of any face of any building on the Property.

6. Trees and Shrubs

- 6.1 To maintain any trees or shrubs planted on the Property by the Company at any time in compliance with the landscaping requirements of the local planning authority.
- 6.2 Not to cause permit or suffer any trees on the Property to be cut down lopped or topped without the prior

written consent of the Company which consent if granted may be subject to such conditions as the Company may think fit but 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.

7. Obstruction

7.1 Not to obstruct the tow path.

8. Disposals

8.1. Not to sell lease or otherwise dispose of the Property or any part of it without first

8.1.1 obtaining on each such occasion from the disponent a covenant to observe and perform the covenant on the part of the Transferee contained in clause 4 of this Transfer and

8.1.2 transferring to the disponent the Share

8.2 Not to sell or otherwise dispose of the Share except as provided for in paragraph 1.2. of this clause.

THE COMMON SEAL of EROSTIN HOMES
(SOUTHERN) LIMITED was affixed to
this Transfer in the presence of:

Director

Secretary

SIGNED SEALED AND DELIVERED by the
said Transferee in the presence
of: