

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred:
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Plot            Hempton Road, Deddington</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan 2 and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p><b>Burrington Estates (Deddington) Limited</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 the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

7	Transferee's intended address(es) for service for entry in the register:
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): (£ )
	<input type="checkbox"/> The transfer is not for money or anything that has a monetary value
	<input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with
	<input checked="" type="checkbox"/> full title guarantee
	<input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and
	<input 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	<b>Additional provisions</b>
12.1	<u>Definitions and Interpretations</u> Unless the context otherwise provides the definitions and interpretations in the preceding clauses and in the First Schedule apply
12.2	Rights Granted and Excepted and Reserved The Property is transferred with the rights sets out in the Second Schedule but excepting and reserving the rights set out in the Third Schedule
12.3	<u>Transferees Covenants</u> For the benefit and protection of the land comprised in the Estate and any part of parts thereof (other than the Property) and (so far as maybe) so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor, and the Manager (but not so as to render the Transferee personally liable in damages for breach of a restrictive covenant after the Transferee shall have parted with all the interest in the Property) in the terms set out in the Fourth Schedule.
12.4	<u>Manager's Covenants</u> The Manager covenants separately with the Transferee and each of them and the Transferor in

the terms set out in the Fifth Schedule.

12.5 Transferor's Covenants

The Transferor covenants with the Transferee in the terms set out in the Sixth Schedule.

12.6 Agreements and Declarations

The Transferor, the Manager and the Transferee agree in the terms set out in the Seventh Schedule

12.7 Application to Register

The Transferor, the Manager and the Transferee apply to the Chief Land Registrar

12.7.1 To enter in the Register such of the rights, exceptions, reservations, agreement, declarations, covenants, conditions and stipulations in this transfer as are capable of registration

12.7.2 To enter a restriction in the Proprietorship Register of the title to the Property as follows:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor or any registered charge is to be registered without a written consent signed by a director, secretary or solicitor to Home Farm (Pinhoe) Management Company Limited of Dean Clarke House Southernhay Exeter

**THE FIRST SCHEDULE  
(Definitions and Interpretation)**

**1. Definitions**

"Additional Estimated Service Charge"	such additional sum demanded on account of Service Charge which the Manager may demand from the Transferee under paragraph 5 of the Seventh Schedule and which the Transferee covenants to pay on demand under paragraph 1 of the Fourth Schedule
"Apparatus"	any foul and/or surface water sewers and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Property
"CIL"	Community Infrastructure Levy
"Charges"	the Estimated Service Charge the Additional Estimated Service Charge the Service Charge Adjustment and all and any other payments due under this Transfer
"Common Accessways"	all pathways forecourt areas roads driveways and pavements on the Estate (not being part of the Properties or forming part of the Estate Road )
"Common Parts"	the Estate (except the Properties) and including the Open Space Areas, the Common Accessways and any other walls or fences now or at any time erected on the Common Parts and the Conduits intended for the communal use of the residents of the Properties on the Estate together with all walls fences railings and gates on or bounding the Common Parts
"Conduits"	all channels sewers drains pipes meters cables ducts gutters wires tubes meters tanks chambers and apparatus and other conducting media for the purpose of supplying water gas electricity telephone television or radio and other usual services for the purpose of draining away water and soil and

	for allowing the escape of other deleterious materials INCLUDING any such of these as belong to any of the utility supply bodies
" Dominant Tenement"	the undertaking of SWWL within its area as particularised in SWWL's "Instrument of Appointment" as a sewerage undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof
"the Estate"	the land and buildings now or formerly forming part of Title numbers DN708417 and DN708411 and edged red on Plan 1
"the Estate Road"	the road to be constructed on the Estate which is intended to be adopted as public highway.
"Estimated Service Charge"	such sum demanded on account of the Service Charge in respect of each Service Charge Period as the Manager shall specify by notice in writing at its discretion to be a fair and reasonable interim payment having regard to the Service Expenditure estimated by the Manager under paragraph 2 of the Fifth Schedule
"Excepted Rights"	the easements rights and privileges reserved and more particularly set out in the Third Schedule
"Exclusive Conduits"	all Conduits as defined in the expression Conduits which are installed or used solely for the purposes of the Properties SAVE any such as belong to any utility supply body
"Included Rights"	the easements rights and privileges granted and more particularly set out in the Second Schedule
"Manager"	Home Farm (Pinhoe) Management Limited Co Registration number 12601345
"Manager's Deed of Covenant"	a Deed of Covenant in the form set out in the Appendix to this Transfer
"Open Space Areas"	areas of garden (if any) or open space or ponds within the Estate and not forming part of any Properties from time to time designated by the Manager for the communal use and /or benefit of the residents at the Properties and/or the Estate
"Other Owners"	the Transferees of the Other Properties
"Other Properties"	any houses or apartments (including in respect of any apartments the building housing the apartments) including their parking areas (and gardens and curtilages if any) or any part thereof as the case may be on the Estate including Exclusive Conduits but excepting the Property and the Common Parts
"Owners"	the Transferee and the Other Owners
"Plan 1 "	the attached plan numbered 1
" Plan 2"	the attached plan numbered 2
"Planning Requirements"	the terms and conditions and obligations contained or referred to in any planning permission or listed building consent or planning agreement or obligation made pursuant to Section 106 of the Town & Country Planning Act 1990 or similar legislation from time to time affecting the Estate or any part of it

"Projections"	any part of the Property or Other Properties which is above or below ground and which project over or under from the Property into any Other Properties or other part of the Estate or vice versa such as gutterings or footings
"Properties"	the Property and the Other Properties
"the Protected Strip"	means a strip of land within the Property (if any) required by SWWL not being greater than six metres wide unless the contrary shall be stipulated or be clear from Plan 2 lying one half to each side of the centreline of any Apparatus
"Reserve Fund"	a fund of money as determined by the Manager as being fair and reasonable to meet any future expenses and contingencies which it expects to incur in the performance of its obligations set out in this Transfer and in particular (but without limiting the generality of the foregoing) for the provision for future expenditure on items which call for intermittent expenditure including provision for capital costs maintenance replacement and renewal of machinery apparatus and equipment
"Reserve Fund Investment Account "	an interest bearing account in the name of the Manager in which the Reserve Fund may be invested
"Rights Period"	the period of eighty years from 1 January 2017
"Section 106 Agreement"	an agreement dated 7 June 2017 and made between (1) JA Forbes Staffurth and PH Staffurth and Curzon House Trustees Limited (2) Waddeton Park Limited (3) Exeter City Council and (4) Devon County Council or any variation thereof
"Service Charge"	1.11 % (one ninetieth) of the Service Expenditure up to a total of £250 per annum plus 1.43% ( one seventieth) of the difference (if greater ) between £22500 and the Service Expenditure
"Service Charge Adjustment"	such sum being the sum of the amount paid by the Transferee by way of Estimated Service Charge and Additional Estimated Service Charge LESS the Service Charge PROVIDED THAT the amount so paid by the Transferee by way of Estimated Service Charge and Additional Estimated Service Charge is less than the Service Charge (and for the avoidance of doubt where the amount so paid as aforesaid is greater than the Service Charge paragraph 1 of the Seventh Schedule shall apply)
"Service Charge Period"	a period commencing on the 1st day of April and ending on the 31st day of March in the following year or such other period as the Manager may determine
"Service Expenditure"	all the expenditure properly incurred by the Manager in carrying out its obligations in this Transfer including the items set out in the Eighth Schedule
"Sewer"	shall be deemed to include manholes ventilation shafts pumps rising mains and other accessories
"SWWL"	means SOUTH WEST WATER LIMITED whose registered office is at Peninsula House Rydon Lane Exeter Devon

EX2 7HR and its successors in title

"Utility Supply Bodies"

the companies or authorities from time to time responsible for highways sewerage drainage and land drainage and from time to time providing water electricity gas telephone television radio or other usual services for the area in which the Property is situated

**2. Interpretation**

- 2.1 The expressions "Manager" "Other Owners" "Transferee" and "Transferor" include where there is a right of entry the employees agents licensees workmen and invitees of such persons and persons authorised by such persons with or without equipment materials plant and machinery
- 2.2 Any covenant by the Transferee not to do any act or thing shall be deemed to include an obligation not to do or permit or suffer such act or thing to be done
- 2.3 An obligation on the Transferee shall be deemed to extend to an obligation to ensure that employees agents licensees workmen and invitees of the Transferee comply with it
- 2.4 Any reference to an Act of Parliament shall include any modification extension re-enactment or substitution thereof for the time being in force and shall also include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom
- 2.5 Section 61 of the Law of Property Act 1925 shall apply
- 2.6 Where the Transferee is two or more persons the covenants on behalf of the Transferee are joint and several
- 2.7 All covenants given by any Transferee will bind that person's estate and personal representatives
- 2.8 Clause headings and the Index of Schedules are for reference only and are not operative parts of this Transfer
- 2.9 Where the Manager and/or the Transferor have a discretion to act or refrain from acting (whether on the basis of their opinion or otherwise) then the exercise of such discretion shall be taken to be absolute and unfettered and in no event shall they be bound to assign any reason for the exercise of such discretion.
- 2.10 "the Transferor" "the Manager" and "the Transferee" shall include the successors in title of the Transferor the Manager and the Transferee

**THE SECOND SCHEDULE  
(Included Rights)**

Rights for the Transferee and all persons authorised by the Transferee in common with the Transferor and all others having the like rights or to whom like rights may be granted:-

**1. Access**

- 1.1 The right at all times to use the Estate Road until it is adopted with or without vehicles as appropriate for the purpose of gaining access to and egress from the Property
- 1.2 The right at all times to use the Common Accessways with or without vehicles as appropriate at all times for gaining access to and egress from the Property.
- 1.3 The right at all times with or without vehicles to pass and repass over and across that part of the access driveway shown coloured yellow on Plan 2 (if any) for the purpose of gaining access to and egress from the Property subject to the Transferee and their successors in title paying and contributing a fair share according to user of the expense

of repairing and maintaining such part of the said driveway

2. **Services**

2.1 The uninterrupted passage of services to and from the Property through the Conduits and Exclusive Conduits in under or upon the Estate.

3. **Support etc.**

Of support for walls buildings and fences and the right to maintain any eaves gutters downpipes foundations and other similar structures which overhang or protrude beneath adjoining plots on the Estate

4. **Repairs and maintenance - Conduits etc.**

Upon giving previous reasonable notice (except in the case of emergency) to enter upon other parts of the Estate so far as may be necessary to repair cleanse maintain and renew Conduits and the said eaves gutters downpipes foundations and other similar structures in each case causing as little damage as possible and making good all damage caused

5. **Repairs and maintenance - Buildings etc.**

Upon reasonable notice being given to enter upon the adjoining parts of the Estate where necessary for the purpose of decorating maintaining and repairing any walls buildings or fences erected on the Property or any Projections doing as little damage as possible and making good all damage caused

6. **Connection to common systems**

To connect to any common systems including radio and television aerials and satellite dishes or security entry systems from time to time provided by the Manager for the benefit of the Estate subject to the Transferee complying with any relevant provisions of such agreements as may from time to time be made between the Manager and the person installing such systems and with such conditions requirements and negotiations as may be imposed by the Manager in respect of such systems PROVIDED THAT nothing herein contained shall oblige the Transferor to provide any such common system

7. **Open Space Area**

To use the Open Space Areas (where appropriate) for quiet recreational use only and/or otherwise in accordance with the rules and regulations set by the Manager.

8. **Projections**

The right for Projections to overhang or protrude beneath any Other Property.

PROVIDED ALWAYS THAT none of the rights granted in this Schedule shall apply to or be exercised over any part of the Estate transferred to or vested in any of the utility supply bodies.

**THE THIRD SCHEDULE  
(Rights excepted and reserved out of the Property)**

A.

Rights for the Transferor and the Manager and their respective successors in title Transferees and occupiers of the Estate and of any other adjoining or neighbouring land now or within the Rights Period belonging to the Transferor and others to whom it may grant or may have granted like rights and others authorised by them

Al. **Services**

To enter onto the Property during the Rights Period for the purpose of laying Conduits and making connections thereto (making good any damage caused) and to the free and uninterrupted passage of water soil gas electricity telephone television radio or other services

through any service installations now laid or later to be laid over under or through the Property

**A2 Divert Sewers**

To divert or alter the course of the sewers or drains now laid and connected to the Property without any payment or compensation therefor but making good any damage which may be occasioned thereby

**A3 Support etc.**

Of support for walls buildings and fences and the right to construct and maintain eaves gutters downpipes foundations and similar structures which overhang or protrude beneath the Property together with the right for such Projections to overhang or protrude beneath the Property

**A4 Repairs and Maintenance — Conduits etc.**

Upon giving previous reasonable notice (except in the case of emergency) to enter upon the Property so far as may be necessary to repair cleanse maintain and renew Conduits (but not Exclusive Conduits) and the said eaves gutters downpipes foundations and similar structures the persons entering causing as little damage as possible and making good all damage caused

**A5 Repairs and Maintenance — Common Parts Buildings etc.**

Upon reasonable notice being given to enter upon the Property where necessary for the purpose of inspecting constructing decorating maintaining and repairing and/or renewing the Common Parts and any walls buildings or fences erected or to be erected on any adjoining plots including any Projections the person or persons entering doing as little damage as possible and making good all damage caused in the exercise of such rights

**A6. Right of Entry**

In the event of the Transferee failing to carry out or procure the carrying out of any works or maintenance on the Property which are required by the appropriate authorities to be carried out by virtue of any Planning Requirements to the detriment of the Estate or any part thereof the right for the Transferor and/or the Manager to enter all or any part of the Property as may be necessary for the purposes of carrying out any such works or maintenance required

**A7. Construction of adjoining dwellings**

The right without giving notice to the Transferee to carry out on all parts of the Estate (including in particular those parts of the Estate which are adjacent to the Property) the development of a residential building estate including for the avoidance of doubt the excavation of foundations to support dwelling houses garages and other outbuildings ancillary thereto and the construction of such buildings and the laying and installation of all services and the construction and laying of the estate roads and driveways and it is hereby agreed and declared that the provisions set out in clauses 6 to 14 inclusive of The Party Wall Etc Act 1996 shall not apply to such works This clause will cease to have effect after the completion and sale of a fully served dwelling house and any ancillary building on any plot which is immediately adjacent to the Property and the adoption of the estate roadway and footpaths (if any) abutting the Property.

**A8. Tying in with Boundaries**

Full right and liberty for the Other Owners to construct a garage or other buildings and structures against the boundary wall of the Property together with the right to make indentations in the said boundary wall of the Property for the purpose of tying in and affixing the roof of any such garage boundary or building to the said boundary wall the persons so entering making good all damage caused in the exercise of such rights and paying compensation for any damage which cannot be so made good and thereafter for the purpose of inspecting repairing and maintaining such garage building or structure subject nevertheless to the Transferor doing no unnecessary damage in the exercise of such rights and making good forthwith all damage which may be so caused

**B. Rights of entry**



The right for the Transferor and others authorised by it to enter on the Property to carry out any work required under or in relation to any landscaping scheme or agreements under Section 106 of the Town and Country Planning Act 1990 or any Agreements with any of the utility supply bodies (or any statutory modification or re-enactment of such Acts) or in relation to compliance with any requirements of the Planning Authority or any of the utility supply bodies in respect of the Estate and any other adjoining or neighbouring land now or within the perpetuity period belonging to the Transferor the Transferor and its successors in title or other the persons entering making good any damage occasioned by the exercise of such rights

**C. Utility Supply bodies - Conduits**

The right for utility supply bodies for the benefit of their respective undertakings to place Conduits on and under the Property and thereafter to use the same with the right of such bodies their officers servants workmen and agents with or without all necessary appliances and materials to enter upon the Property at all reasonable times for the purpose of inspecting maintaining repairing cleansing renewing or replacing the same provided that such bodies shall make good any damage caused by them as soon as practicable and shall not break open the surface of any land covered by a building together with the right to enter onto the Property to read any meters in connection with the supply of services to the Property.

**D. Highway Authority - Street Lighting**

Full right and liberty for the appropriate highway authority to retain in position, maintain and replace any street lighting equipment attached to the property including lamps, luminaries, (with associated cables, pipes and fixings).

**E. Easements and Wayleaves**

The right for the Transferor to grant for the benefit of the properties on the Estate and any adjoining or neighbouring land now or within the Rights Period belonging to the Transferor all easements wayleave licences and rights needed by any utility supply bodies for the benefit of their respective undertakings

**F Sewers and Section 104 Agreement**

Subject to the Transferee complying with his obligations under this Transfer and to SWWL making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to SWWL indemnifying the Transferee from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Transferee hereby grants with full title guarantee the following perpetual rights ("the Rights") to SWWL for the benefit of the Dominant Tenement and each and every part thereof:-

F1 the right of having retaining using inspecting the condition of reconstructing replacing relaying altering 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 through any part of the Apparatus as shall be a pipe and (except where the Apparatus is used to convey foul water) to discharge therefrom into any ditch or watercourse within or adjacent to the Protected Strip;

F.2 for the purposes hereof and in particular for the purposes mentioned in paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or Works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as SWWL shall with the approval of the Transferee (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Transferee's adjoining land

F.3 the right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus Provided the same are not erected in such a position as to unreasonably affect the beneficial use of the land hereby transferred

F.4 the right in exercising the Rights to make all necessary excavations and to tip soil on land

immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights;

F.5 the right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Transferee as shall be necessary and for so long as may be necessary during the exercise of the Rights;

F.6 the right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee;

F.7 the right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon.

G. The right for the Transferor at all times with or without vehicles to pass and repass over and across that part of the driveway shown coloured yellow on the Plan 2 (if any) subject to the Transferor each paying and contributing a fair share according to user of the expense of repairing and maintaining such driveway

#### **THE FOURTH SCHEDULE (Transferee's Covenants)**

**1. To pay the Charges**

To pay to the Manager on demand without any deduction whatsoever whether by way of set-off lien charge or otherwise:-

- 1.1 the Estimated Service Charge
- 1.2 the Service Charge Adjustment
- 1.3 the Additional Estimated Service Charge

**2. To pay interest on late payments**

To pay interest (both before and after any judgement) on demand on the Charges and any other payments due to the Manager and/or the Transferor from the Transferee hereunder and unpaid for twenty one days or more after the date upon which the same became due until the actual date of payment at the rate of four per cent (4%) per annum (compounded monthly) above the base rate for the time being of National Westminster Bank PLC or such other bank as the Manager shall specify.

**3. To pay outgoings**

To pay all existing and future taxes assessments rates and outgoings whether Parliamentary local or otherwise now or hereafter imposed or charged on the Property.

**4. To observe the Manager's rules**

To comply with and observe any regulations which the Manager may in its reasonable discretion make from time to time for the good order management and maintenance of the Estate.

**5. To pay costs**

To pay all legal costs incurred by the Manager and/or the Transferor on a full indemnity basis for the collection from the Transferee of any arrears of the Charges or other payments due hereunder and interest payable thereon and for any legal proceedings instituted by the Manager and/or the Transferor in connection therewith or in connection with any breach of any covenant by the Transferee contained in this Transfer.

**6. To indemnify**

To be responsible for and to keep the Manager and/or the Transferor fully indemnified against all damage damages losses costs expenses actions demands proceedings claims or liabilities made against suffered or incurred by the Manager and/or the Transferor arising out of any act omission or negligence by the Transferee or any breach or non-observance of the obligations on the part of the Transferee in this Transfer.

**7. To become a member of the Manager**

7.1 To become a member of the Manager when required to do so by the Transferor and whenever possible to attend and participate in general meetings of the Manager.

7.2 To take such steps as are necessary to cease to be a member of the Manager on a transfer of the Property and to transfer such membership to the transferee.

**8. To consent to become a director of the Manager**

To consent to become a director of the Manager if requested to do so by the Transferor upon such terms as the Manager in general meeting shall determine.

**9. Highway Sight Lines**

Not at any time to object or interfere with any highways sight lines affecting the Property in any manner whatsoever nor to do anything whereby the Transferor may be prevented from complying with its obligations under any agreement pursuant to the provisions of Section 38 of the Highways Act 1980

**10. Boats and Caravans**

Not to place or cause or suffer to be placed upon any part of the Property any boat, caravan or moveable dwelling.

**11. Signs**

Not to erect or place or cause or permit to be erected or placed on any part of the Estate any signs notices or advertisements or hoardings of any nature whatsoever other than signs showing the name and number of the Property or the usual "For Sale" boards.

**12. Sale Boards**

Not to erect or allow to be erected any sign advertising the Property for sale whilst the Transferor is in the course of developing the Estate without the written approval of the Transferor

**13. To maintain and decorate**

The Transferee shall at all times keep any gardens forming part of the Property in a clean and tidy condition.

**14. To comply with planning consents**

To comply with all terms and conditions of any Planning Requirements affecting the Property and to indemnify the Transferor and/or the Manager in respect of all costs charges expenses and demands incurred if either of them shall exercise their right pursuant to paragraph A6 of the Third Schedule.

**15. Utility Supply Bodies - Easements etc.**

To grant to the Transferor and/or Manager or to any of the Utility Supply Bodies such easements or wayleaves in under or over the Property (excluding the site of the dwelling) as any of them from time to time require (and in such form as they may require) in connection with the services usually provided by or maintained by them.

**16. Contribution - Conduits**

To pay and contribute a fair proportion of the cost of repairing and maintaining any Conduits used jointly by the Property and any adjoining property.

**17. Boundary Fences**

To maintain the boundary fences walls and/or hedges (if any) marked with an inward 'T' on the Plan 2.

**18. Deed of Covenant**

To include in any contract for the sale or in any other disposition of the Property a condition precedent to the performance of the contract that the intending Transferee shall enter into a Deed of Covenant with the Manager in the form of the Manager's Deed of Covenant and deliver the same to the Manager and that the intending Transferee shall bear all costs of and incidental to the preparation and execution of the Deed including any stamp duty payable on it.

**19. Trees and Shrubs**

Not to destroy or damage any tree or shrub planted on the Common Parts.

**20. Aerials etc.**

Not to fix any wireless or television aerial satellite dish or other such apparatus to the exterior of any building on the Property or elsewhere within any open area of the Property.

**21. Animals and birds**

Not to keep any animals on the property other than the usual domestic pets and not to permit any such animal or bird to become the cause of nuisance or annoyance of whatever nature to the Other Owners.

**22. Obstruction of Common Parts**

Not in any manner to obstruct or impede the use of the Estate Roads, Common Parts or any accessway (whether by parking of vehicles thereon or in any other way

**23. Vehicle**

23.1 Not without prior written consent from the Manager to park any heavy goods vehicle, commercial vehicle (other than a light van not exceed 2000kg unladen) caravan, boat, trailer or other similar type of vehicle on any part of the Property (other than within the garage, if any) or on any part of the Estate including the Estate Roads.

23.2 Not to carry out or allow to be carried out on a commercial basis any vehicle maintenance on any part of the Property or the Estate.

23.3 Not to allow or cause to be allowed the deterioration of any vehicle on the Estate to any unreasonable or unroadworthy condition or to abandon any vehicle whatsoever on any part of the Estate and in the event of any breach of this covenant it shall be lawful for the Manager without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle

**24. Nuisance or annoyance**

Not to do or allow anything in or in connection with the Property or the use of it which in the opinion of the Manager or the Transferee causes or is likely to cause any nuisance annoyance disturbance or damage to the Transferor the Manager or the Other Owners.

**25. Alterations**

Not to make any external alteration or extension to any buildings on the Property without the written approval of the Transferor and/or the Manager and the Local Planning Authority and then

to make alterations only in accordance with the plans and specifications approved in writing by the Transferor and the Manager prior to any works commencing.

To maintain the external appearance of the building and garage (if any) forming part of the Property in a good and proper condition and to the satisfaction of and in accordance with the requirements of the Local Authority Planning Authority and also as often as shall be reasonably necessary and at least once in every fourth year from the date of this Transfer to paint or stain all the external parts of the Property and garage which usually are or ought to be painted and stained in the colour originally painted or stained by the Developer

**26. Additional buildings**

Not to erect on the Property any additional buildings or structures whether of a permanent or temporary nature without the prior written consent of the Manager and the Local Planning Authority.

**27. User**

Not to carry on in the Property any trade or business or use the Property for any other purpose other than that of a single private residence.

**28. Illegal purposes etc.**

Not to use the Property for any illegal or immoral purposes or for any purpose injurious to the reputation of the Estate.

**29. Common Parts**

Not to use the Common Parts otherwise than in accordance with the proper exercise of the Included Rights

**30. Former employees etc. of the Manager**

Not without the written consent of the Manager at any time to employ in any capacity whatever in or about the Property any person firms or company whose services have been terminated by the Transferor or the Manager.

**31. Planning Consents**

Not to object to any future planning applications on adjacent land owned now or in the future owned by the Transferor.

**32. Water and Sewer Pipes**

32.1 Not to erect or construct any building or wall or plant any tree or shrub on or over any part of the Property within three metres measured horizontally from the centre line of any water or sewer pipes or high voltage electricity cable running through the Property or any adjacent service strip owned by the local authority and not to do or permit or suffer to be done anything whereby the cover of earth over any such water or sewer pipes or any highway surface water drain or high voltage electricity cable is reduced or increased or the means of access to the said sewer or any highway surface water drain or high voltage electricity cable can be made more difficult or expensive than it now is and not to interfere with any exercise by any competent authority or undertaking including the highway authority for the time being of right of entry for the purpose of inspecting cleansing maintaining repairing renewing or replacing the said water or sewer pipes or high voltage electricity cable PROVIDED ALWAYS THAT this clause shall not prohibit the erection of boundary fences thereover or over any part thereof (manholes or ventilating shafts excepted).

32.2 The Transferee to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the apparatus and undertaking of SWWL and each and every part thereof capable of being so benefited or protected but not so as to render the Transferee personally liable for any breach of

covenant committed after the Transferee has parted with all interest in the land in respect of which such breach shall occur hereby covenants with SWWL to observe and perform the following covenants:

- 32.2.1 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:
- 32.2.1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive
- 32.2.1.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same.
- 32.2.2 Without prejudice to the generality of the foregoing:
- 32.2.2.1 not to erect construct or place any building wall or other structure or erection of any work of any kind whether permanent or temporary Provided Always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character;
- 32.2.2.2 not to withdraw support from the Apparatus or from the Protected Strip;
- 32.2.2.3 not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip;
- 32.2.2.4 not to alter the ground levels within the Protected Strip;
- 32.2.2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip;
- 32.2.2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable.
- 32.2.2.7 to advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip.
- 32.2.2.8 not to permit or suffer to be done anything on the Estate or the Property which may impede the adoption of by or vesting in the relevant Utility Supply Body of the Estate Road Sewer or Conduits which are or shall be intended or to be so vested or adopted or which may result in loss or damage to or interference with such Estate Road Sewer or Conduits and immediately on request to execute any deed easement or document required by a Utility supply Body in respect of the provision maintenance or adoption of the Estate Road Sewer or Conduits.
- 32.2.3 SWWL shall have the benefit of the right to enforce these covenants pursuant to The Contracts (Rights of Third Parties) Act 1999.

#### **THE FIFTH SCHEDULE (Manager's Covenants)**

**1. To manage the Estate**

To deal properly and conscientiously with all aspects of the management and administration of the Estate in accordance with the covenants hereinafter contained and to carry out the objects for which it was incorporated as set out in the objects clause of its Memorandum of Association.

**2. To estimate the Service Expenditure**

To estimate the Service Expenditure in advance for each Service Charge Period and based upon such estimate to give notice to the Transferees and to take all necessary steps to collect the amounts of Estimated Service Charge due on the due dates.

**3. To account for compute and collect the Charges**

To keep proper books of account relating to the management of the Estate under its covenants contained in this Transfer and within ninety days of the end of each Service Charge Period to compute the Charges due by the Transferees and to deliver to the Transferees accounts showing inter alia:-

3.1 Service Expenditure

3.2 Estimated Service Charge receipts from the Transferee

3.3 Additional Estimated Service Charge receipts from the Transferee

3.4 Service Charge

3.5 Service Charge Adjustment due and the date due

3.6 The excess if any of 3,2 plus 3.3 less 3.4 and the resultant amount held upon trust for the Transferee pursuant to paragraph 1 of the Seventh Schedule

3.7 Reserve Fund and Reserve Fund Investment Account balances held upon trust for the Transferee pursuant to paragraph 2 of the Seventh Schedule

3.8 The names and addresses of any of the Transferees who are in arrears with any amounts due under their respective Transfer and an analysis of such amounts due as to:-

3.8.1 Estimated Service Charge

3.8.2 Additional Estimated Service Charge

3.8.3 Service Charge Adjustment

3.8.4 Other amounts due (specified)

**4. To demand the Additional Estimated Service Charge**

To demand if need be the Additional Estimated Service Charge pursuant to paragraph 5 of the Seventh Schedule.

**5. To repair**

To keep in good and substantial repair and condition and whenever necessary rebuild reinstate renew and replace all worn or damaged parts of the Common Parts (save Exclusive Conduits which are the property of any of the utility supply bodies) and at all times as provided for in the Section 106 Agreement PROVIDED THAT nothing herein contained shall prejudice the right of the Manager to recover from the Transferee or any other person the amount or value of any loss or damage suffered by or caused to the Manager by the negligence or other wrongful act of the Transferee or any such other person

**6. To clean and light**

To clean and light the Common Accessways as it shall consider appropriate

**7. To decorate**

To keep decorated in good and workmanlike manner and with appropriate materials of good quality any building or any other item comprised within the Common Parts as are usually decorated as often as in its opinion is reasonably necessary

**8. To pay the outgoings for the Common Parts**

To pay all existing and future taxes assessments rates and outgoings whether Parliamentary

local or otherwise now or hereafter imposed or charged in respect of the Common Parts

**9. To insure and produce details and note the Transferee's interest**

9.1 To insure the Common Parts for their full reinstatement cost (including fees) and for and against the risks usually required by Building Societies Banks and other mortgagees

9.2 To insure for public liability and any other risks which it shall at its absolute discretion consider appropriate

9.3 To produce at the reasonable request and cost of the Transferee details of such policy of insurance and written evidence of the last premium paid

9.4 To procure that the interest of the Transferee is noted on the policy of insurance

9.5 At the written request of the Transferee to procure that the interest of any mortgagee of the Property is noted on the policy of insurance

9.6 To lay out all moneys received in respect of such insurance (other than for loss of rent and fees) in rebuilding and reinstating the Common Parts

**10. To enforce like covenants against the Other Owners**

To enforce by action if necessary the covenants on the part of the Other Owners or any of them given in the transfers or leases of the Other Properties on its own initiative if in its opinion such enforcement is justifiable or at the reasonable request of the Transferee subject to a full indemnity for costs and the provision of security for such costs as it may reasonably require PROVIDED THAT the Manager shall not be under any obligation to enforce covenants against Other Owners if its Solicitor has advised that such proceedings are unlikely to be successful

**11 To maintain the Gardens and Open Areas**

To maintain and keep in good condition and keep planted any landscaped areas or other open areas within the Common Parts in such manner as in its opinion is appropriate

**12. Planning Requirements**

To observe and perform the covenants contained in the Section 106 Agreement and all Planning Requirements and other statutory requirements relating to the Common Parts

**13. To do anything else necessary for good management**

To do or cause to be done all such other things as at its discretion are necessary or advisable for the proper maintenance safety or administration of the Estate or for the benefit or safety of the Transferees (or any of them) including the provision of any additional facilities for them either within the Estate or on any adjoining land which is now or may become the property of the Transferor or the Manager

**14. To provide records**

In the event that the Transferor shall resume the undertaking and performance of the Manager's covenants pursuant to paragraph 3 of the Seventh Schedule to provide the Transferor on demand with all records and information as the Transferor shall from time to time require

**15. To consent to dispositions**

To consent to the registration at the Land Registry of a disposition by the Transferee PROVIDED THAT the Transferee has complied with the obligations set out in paragraph 15 of the Fourth Schedule

**16 Public Meetings**

To hold at least one public meeting per annum at which the Owners may meet with the Manager to discuss inter alia the maintenance and management of the Common Parts



**THE SIXTH SCHEDULE  
(Transferor's Covenants)**

**1. To perform covenants as if "the Transferee" of Properties not sold**

For so long as Transfers or leases of not less than 999 years in respect of any of the Other Properties have not been made or granted by the Transferor the Transferor will observe and perform covenants (mutatis mutandis with the covenants of the Transferee contained in this Transfer) as if it were the Transferee of such properties

**2. To procure performance of the Manager's Covenants**

During such period as directors of the Transferor or its Solicitors are Members of the Manager to procure compliance by the Manager with its covenants in this Transfer (subject to due payment of Charges)

**3. Construction of Roads and Sewers**

The Transferor covenants with the Transferee that they will construct:

- 3.1 the Estate Road and will maintain the Estate Road until the same is adopted by the Highway Authority.
- 3.2 construct the drains and sewers on the Estate and will maintain such of those drains and sewers as are to be adopted by the local authority until the same are actually so adopted.

and in either case indemnifies the transferee against all charges, costs and claims and demands whatsoever in respect therefore.

**4. Compliance with Section 106 Agreement and payment of CIL**

The Transfer covenants with the Transferee to :

- 4.1 comply with the Section 106 Agreement in relation to the Property to the extent that any obligations there in are enforced against the Transferee and to indemnify the Transferee against all costs and claims arising from any failure to do so
- 4.2 Pay any CIL payable as a result of any planning permission obtained by or on behalf of the Transferor relating to the Property

**THE SEVENTH SCHEDULE  
(Other matters agreed between the Manager the Transferor and the Transferee)**

**1. Carrying forward of excesses of Estimated Service Charge**

The Manager may carry forward into the next and subsequent Service Charge Periods any surplus of Estimated Service Charge and/or Additional Estimated Service Charge receipts and hold such surplus UPON TRUST for the Transferee to be applied in such manner and at such time or times as may be determined by the Manager against future Estimated Service Charge to become due by the Transferee.

**2. Reserve Fund for future expenses**

The Manager may set aside from the Estimated Service Charge monies to be held in the Reserve Fund and Reserve Fund Investment Account to cover costs to be incurred in the performance of its obligations set out in this Transfer and it shall keep proper records of hold and account for separately (by way of Reserve Funds and Reserve Fund Investment Accounts) such

sums of money and all interest (if any) earned thereon UPON TRUST to expend them in subsequent years upon such future expenses and contingencies as become actual (as it shall determine) and subject thereto UPON TRUST for the Transferees according to their respective entitlements.

**3. Re-Entry**

If the Manager shall cease to exist or enter into liquidation or have a receiver or administrator appointed or fail to perform its obligations in this Transfer the Transferor shall (at its discretion) have the right to undertake and perform the Manager's covenants herein and exercise the rights reserved and provisions declared herein and in such circumstances the covenants and agreements on the part of the Transferee shall be enforceable by the Transferor notwithstanding that the Transferor shall have parted with its freehold interest in the Estate.

**4. Purchase of plant machinery and equipment**

In the performance of its obligations hereunder the Manager may purchase such plant machinery furniture fixtures fittings and equipment as it considers necessary.

**5. The Manager may demand an Additional Estimated Service Charge**

If (notwithstanding the Manager having endeavoured accurately to anticipate the amount of the Service Expenditure in accordance with paragraph 2 of the Fifth Schedule) it shall appear to it that its estimate thereof is likely to be understated and the receipts by way of Estimated Service Charge insufficient to meet the expenditure to be incurred then it may demand from the Transferee an Additional Estimated Service Charge computed by the Manager as being that proportion of the amount understated which is attributable to the Property.

**6. Waiver by the Manager or the Transferor will not vary this Transfer**

The waiver by the Manager or the Transferor of any of the terms of this Transfer however often shall not establish a course of conduct capable of varying the strict terms of this Transfer and nothing contained in this Transfer shall operate to impose any restrictions on the manner in which the Transferor may deal with the or any part of the Estate for the time being remaining unsold

**7. VAT**

Any sums due to the Manager or the Transferor under the terms of this Transfer shall where appropriate bear in addition Value Added Tax at the current rate

**8. Employment of Agents Professionals and Contractors**

The Manager and the Transferor may appoint and properly remunerate managing agents architects surveyors solicitors accountants contractors builders decorators valuers insurance valuers gardeners maintenance staff and any other person in connection with their obligations under this Transfer.

**9. Staff work for the Manager only**

No maintenance staff security staff or other persons employed by the Manager shall be under any obligation to furnish attendance or make available their services to the Transferee and in the event of any such person employed as aforesaid rendering any services to the Transferee such person shall be deemed to be the servant of the Transferee for all purposes and the Manager shall not be responsible for the manner in which such services are performed nor for any damage to the Transferee or other persons arising therefrom.

**10. Manager not liable without notice of defects and remedy time**

The Manager shall not be liable to the Transferee for any defects or wants of repair which are its responsibility hereunder unless (having received written notice thereof from the Transferee) it shall fail to remedy the same within a reasonable time thereafter.

**11. Transferee in breach of covenant**

The Transferee shall not be entitled to enforce any of the covenants in this Transfer where any of the Charges are in arrears or the Transferee is otherwise in substantial breach of the covenants on its part contained in this Transfer.

**12. Discontinuance of services**

If at any time the Manager shall consider it would be in the general interests of the Owners so to do it shall have power to suspend or discontinue any of the services supplied to the Estate which in its opinion shall have become impracticable obsolete unnecessary or excessively costly.

**13. Employment of staff by the Manager**

For the purpose of performing the covenants on its part contained in this Transfer the Manager may employ on such terms as it thinks fit (including without prejudice to the generality hereof the payment of wages salaries and such statutory and other insurance health pension and welfare and other payments contributions and premiums as it may be required by law or deem it necessary to pay) security staff maintenance staff cleaners gardeners or such other persons as it may from time to time consider necessary and may provide for them such services and facilities as it considers necessary.

**14. Subsistence of covenants and Included Rights**

The covenants given in favour of and Included Rights granted to the Transferee by the Manager and/or the Transferor contained in this Transfer shall subsist in favour of the Transferee PROVIDED THAT the Transferee duly pays the Charges and observes each and every covenant condition restriction and regulation obligation and agreement contained in this Transfer.

**15. Manager's right to enter the Common Parts**

The Transferor GRANTS the Manager the full and free right to enter upon the Common Parts for the purpose of fulfilling its covenants and obligations under this Transfer the Manager making good any damage caused thereby

**16. Limitation of liability**

The Manager and the Transferor 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 the Property by reason of any act neglect or default of any agents contractors employees or licensees of the Manager or by reason of theft or otherwise from any part of the Estate except in so far as any such liability shall be recovered by the Manager under any insurance effected by the Manager.

**17. Arbitration**

If any dispute shall arise between the Transferor and/or the Manager and/or the Transferee touching any clause matter or thing whatsoever contained in this Transfer or the operation or construction hereof or any matter or thing in any way connected with this Transfer or the rights duties liabilities of any party under or in connection with this Transfer then and in every such case the dispute or difference shall be referred to arbitrators (one to be appointed by each party in difference) and their umpire in accordance with and subject to the provisions of the Arbitration Acts for the time being in force.

**18. Notices**

All notices and demands required to be served on the Transferee hereunder shall be deemed served if left at or sent by first class post addressed to the Transferee at the Transferee's address as shall be notified in writing to the Manager or at the Property and all notices required to be served on the Manager or Transferor hereunder shall be deemed served if left at or sent by first class post to their registered office or to such other address as shall be notified in writing to the Transferee.

**19. Light and Air etc.**

Except as expressly granted by this transfer the Transferee shall not by virtue of this transfer acquire or be entitled to any right of light or air or other easements or rights and nothing contained in or implied by this transfer shall operate to impose any restriction which would prejudice the free use or enjoyment of any adjoining or neighbouring land of the Transferor for building or other purposes and any enjoyment of light or air had by the Transferee from or over any adjoining or neighbouring land now or within the perpetuity period belonging to the Transferor shall be deemed to be had by the consent of the Transferor.

**20. Boundary Ownership**

Any wall which separates any building now erected on the Property from any building now erected on any adjoining land on the Estate shall be deemed to be a party wall and any boundary fences or walls separating the garden of the Property from the garden of any other Plot on the Estate shall be deemed to be party fences or walls unless otherwise indicated by a 'T' on the Plan and such deemed party fences or walls shall be maintained and repaired jointly by the Transferee and the owner or owners for the time being of such adjoining land.

**21. Maintenance of Shared Items etc.**

In the event of any dispute between the Transferees and any of the Other Owners as to the necessity for or division of the costs of repairing or maintaining any party fence or walls the matter may be referred by any Transferee to a Surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors and the decision of such Surveyor as to all relevant matters (including the payment of fees and costs) shall be final.

**22. Reservations to Transferor**

The Transferor expressly reserves the right to make from time to time any alteration in the laying out of the remainder of the Estate and any other adjoining or nearby land and in the number and area of plots and the type of building on the Estate or such other land and that the Transferor shall not be bound by the plotting or layout of development or the type of building on any part of the Estate or such other land as may be shown on any plans at any time prepared by or for it.

**23. Investment**

The Manager shall have power in its discretion to invest all sums paid to it as provided by this Transfer and like provisions contained in the Leases or Transfers of the Other Properties 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).

**24. Variation of Service Charge Percentage**

The Manager shall have the right to vary the Service Charge if in the opinion of the Manager (acting reasonably) it shall be fair and reasonable to do so, and in such event the Manager will give notice of such variation to the Transferor from such date the Service Charge shall be the percentage specified in such notice.

**25. References to Manager**

In the event and to the extent that the Transferor shall carry out and perform the Manager's covenants in this Transfer the Transferee agrees that references in this Transfer to the Manager shall be construed as references to the Transferor and the Transferee covenants with the Transferor accordingly.

**26 Sewers**

Notwithstanding the exercise of the rights referred to herein or earlier enforcement of the covenants in respect thereof the Apparatus shall not vest in SWWL until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991

**THE EIGHTH SCHEDULE  
(Service Expenditure and Insurance Expenditure)**

**1. Service Expenditure**

- 1.1 All expenditure incurred by the Manager in fulfilling its obligations under this Transfer
- 1.2 All costs and expenses involved in the Manager providing and running the services necessary to fulfil its obligations under this Transfer including the salaries of managerial secretarial and accounting staff telephone light capital equipment costs and all and any other expenses relating to such management
- 1.3 The cost of employing managing agents architects surveyors solicitors accountants contractors builders decorators valuers insurance valuers gardeners and maintenance staff and any other persons in connection with the Manager and Transferor's obligations in this Transfer
- 1.4 The cost of any accountant or surveyor employed to determine the Service Expenditure and the amount payable by the Transferee hereunder and that the Estimated Service Charge is reasonable
- 1.5 The sums required to create a Reserve Fund
- 1.6 The cost of interest and any other charges charged to the Manager on borrowings for the purpose of discharging its obligations prior to receipt of payments from the Transferees
- 1.7 All other expenditure which the Manager deems appropriate for the proper discharge of its obligations under this Transfer

**2. Insurance Expenditure**

All expenditure incurred by the Manager in fulfilling its insurance obligations under this Transfer and all other insurance matters which the Manager deems appropriate for the proper protection of the Estate or in the interests of good management

**THE APPENDIX  
(Form of the Manager's Deed of Covenant)**

Dated:

1.	The Manager :  Address :
2.	Transferee :  Address :
3.	The Property :

**1. Definitions**

In this Deed save where the context otherwise provides the definitions in the preceding Particulars apply and the following expressions shall have the meanings given to them below:-

- 1.1 "the Property" means the land and buildings transferred by the Transfer.
- 1.2 "the Transfer" means a transfer dated 201[ ] and made between [ ] (1) the

Manager (2) and [ ] (3).

1.4 "the Transferee" includes where the context so admits the successors in title of the Transferee and where the Transferee is more than one person all covenants and agreements on the part of the Transferee contained in this Deed shall be deemed to have been made jointly and severally by all such persons constituting the Transferee.

2. **Recitals**

2.1 The Transferee has agreed to purchase the Property together with the easements and other rights set out in the Second Schedule to the Transfer.

2.2 The Transfer provides that the Transferee and the Transferee's successors in title shall enter into a Deed of Covenant in the manner set out in the Transfer and the parties to this Deed have agreed to enter into this Deed accordingly.

3. **Manager's covenants**

The Manager covenants with the Transferee that it will:-

3.1 perform its covenants and obligations in the Transfer (subject as therein stated) as if fully set out herein.

3.2 enter into a Deed of Covenant in the terms of this Deed with any intended transferee of the Property in the terms of this Deed and give any consent required to H.M. Land Registry to allow registration of any proposed dealing with the Property provided that the Transferee has in material respects observed and performed the covenants on the Transferee's part contained in this Deed.

4. **Transferee's covenants**

The Transferee covenants with the Manager that the Transferee will :-

4.1 observe and perform the covenants obligations and regulations on the part of the Transferee contained in the Transfer as if fully set out.

4.2 include in any contract for the sale of the Property a condition precedent to performance of the contract that the intending Transferee shall enter into a Deed of Covenant with the Manager in the terms of this Deed and deliver the same to the Manager and that the intending Transferee shall bear all costs of and incidental to the preparation and execution of the Deed.

IN WITNESS whereof this document has been executed as a Deed the day and year first before written.

Execution

Executed as a DEED by a director of  
**BURRINGTON ESTATES (DEDDINGTON) LIMITED** .....

Director:

In the presence of:

Name:

Address:

Occupation:

Executed as a DEED by a director of  
**BURRINGTON ESTATES (HEMPTON ROAD)  
MANAGEMENT COMPANY LIMITED** .....

Director:

In the presence of:

Name:

Address:

Occupation

Signed as a DEED by: .....

In the presence of:

Witness Signature :.....

Witness Name :.....

Witness Address :.....

.....

Witness Occupation :.....

	<p>Signed as a DEED by  : .....</p> <p>In the presence of:</p> <p>Witness Signature : .....</p> <p>Witness Name : .....</p> <p>Witness Address : .....</p> <p>.....</p> <p>Witness Occupation : .....</p>
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**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.