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.

1 **Title number(s) out of which the property is transferred:**

GM893106

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

None

3 **Property:**

Plot <MT.KEY5>, <LC:MT.MTDESC> to be known
as <2009.1><SP:2009.2><SP:2009.3><SP:2009.4><SP:2009.5><SP:2009.6>

The property is identified

☒ on the attached plan and shown edged red and numbered <MT.KEY5>

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

4 **Date:**

5 **Transferor:**

MILLER HOMES LIMITED
(Company Registration Number: SC255429)

6 **Transferee for entry in the register:**

<2042.FORENAME><SP:2042.MIDDLE><SP:2042.SURNAME>
<2043.FORENAME><SP:2043.MIDDLE><SP:2043.SURNAME>
<2044.FORENAME><SP:2044.MIDDLE><SP:2044.SURNAME>
<2045.FORENAME><SP:2045.MIDDLE><SP:2045.SURNAME>

7 **Transferee's intended address(es) for service for entry in the register:**

<2009.1><SP:2009.2><SP:2009.3><SP:2009.4><SP:2009.5><SP:2009.6>

8 The transferor transfers the property to the transferee

9 **Consideration**

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

*I|<MR:2183>|=|Y|
The Transferor has received from the Transferee for the Property the sum of £<2184> (<F:2184>) (the receipt of which is hereby acknowledged) representing a Purchase Price of £<2001> (<F:2001>) less a discount of £<2054> (<F:2054>)
*QEND
*I|<MR:2183>|<>|Y|
£<2001> (<F:2001>)
*QEND
*I|<2008>|=|PRTEX|
(satisfied by the transfer of <2167.1><SP:2167.2><SP:2167.3><SP:2167.4><SP:2167.5><SP:2167.6> which is valued at £<2116> of even date herewith and the payment in cash of £<2077>)
*QEND

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 **The transferor transfers with**

☒ full title guarantee

EXCEPT that the words “at his own cost” in Section 2 (1) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 (“the Act”) are replaced with the words “at the Transferee’s cost” and further that the covenant implied by Section 3(1) of that Act shall only apply to charges encumbrances or rights created by or granted by the Transferor and not to charges encumbrances or rights which may have been created or granted by third parties or predecessors in title

☐ limited title guarantee

11 **Declaration of trust.** The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

1 DEFINITIONS

IN THIS TRANSFER the following definitions shall have the following meanings:

1.1 **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

1.2 **Deed of Covenant** means a deed of covenant in favour of the Transferor and the Management Company in substantially the form set out in Schedule 3

1.3 **Development** means the development known as Varsity Quarter, Moss Hey Drive, Northenden, Manchester now or formerly registered at the Land Registry under Title Number GM893106 of which the Transferor is the registered proprietor

1.4 **Development Period** means the period of 5 years from the date of this Transfer

1.5 **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 the properties and rights forming part thereof

1.6 **Dwellings** means the individual dwellings erected on the Development and **Dwelling** shall be construed accordingly

1.7 **Estate Charge Proportion** means (subject to any variation in accordance with Schedule 1) 1/n of the Estate Expenses where 'n' equals the number of Dwellings comprised within the Development

1.8 **Estate Expenses** means the monies expended or reserved for periodical expenditure by the Management Company (or prior to the Handover Date, the Transferor) in carrying out the obligations in Schedule 1 and calculated in accordance with the provisions of Schedule 2

1.9 **Estate Managed Area** means those parts of the Development intended for use from time to time in common by owners and occupiers of the Dwellings and which are situate outside the curtilage of any Dwelling and shown for identification purposes only coloured green and denoted "extent of management company boundaries" on the Estate Management Plan (but excluding the managed accessways shown coloured green and stippled black) and such reduced alternative or additional managed areas nominated by the Management Company (or prior to the Handover Date, the Transferor) from time to time together with but not limited to:

(a) hard and soft landscaped areas

(b) footpaths accessways and cycleways

(c) open space areas and pond

(d) lighting signage and litter bins (if any)

(e) all boundary structures where not the responsibility of a third party

(f) the Service Installations and attenuation SUDS bund basin cellular storage serving the Development (if any) as shall not be maintainable at the expense of any Service Supplier or the responsibility of the owners of the Dwellings insofar as responsibility for maintenance of the same properly resides with the Management Company

(g) any entrance gates railings structures public art and electronic devices incidental thereto (if any) including any photovoltaic panels used to provide electricity for any facilities on the Estate Managed Area (if any)

(h) the Visitor Parking Spaces

1.10 **Estate Management Plan** means the plan showing the extent of the Estate Managed Area

1.11 **Expenses** means the Estate Expenses

1.12 **Handover Date** means the date determined by the Transferor and the Management Company

1.13 **Highway Verge** means the grass or planted verge (if any) intended to lie between the boundaries of the Property and the carriageway of the frontage road

1.14 **Management Company** means Varsity Quarter (Northenden) Estate Management Company Limited (Company Number 14185199) whose registered office is at 2 Centro Place Pride Park Derby DE24 8RF

1.15 **Management Scheme** means the scheme of management agreed by Manchester City Council for the future management and maintenance of the Estate Managed Area pursuant to the Planning Permission

1.16 **New Footpaths** mean the areas to be allocated within the Development by the Transferor for use as footpaths to serve the Development and which are intended to be adopted by the local authority

1.17 **New Roads** mean the areas to be allocated within the Development by the Transferor for use as roads to serve the Development and which are intended to be adopted by the local authority

1.18 **New Sewers** means the drains and sewers within the Development providing foul and surface water drainage for the Development which are intended to be adopted

1.19 **Party Boundaries** means:

(a) any part of a wall of the Property also forming part of a building erected or being erected on an adjoining plot on the Development and

(b) any other wall (not being a wall of the Property or of any other building on the Development) fence or hedge on a boundary between the Property and any other part of the Development on which a Dwelling stands unless marked “T” on the Plot Plan

and **Party Boundary** shall be construed accordingly

1.20 **Planning Permission** means planning permission 131147/FO/2021 and any subsequent variations thereto

1.21 **Plot Plan** means the plan showing the extent of the Property

1.22 **Projections** includes foundations chimneys flues eaves guttering drainpipes fence posts wall piers and similar projections meter boxes cappings opening windows now or hereafter constructed within the Development

1.23 **Property** means the land shown edged red on the Plan together with the buildings and garage (if any) erected or now in the course of erection on it: and

(a) all other buildings and structures later erected on the Property; and

(b) all Service Installations now or later exclusively serving the Property or any building or structure mentioned in paragraph (a) above (including any installations which extend beyond the boundaries of the Property at ground level)

1.24 **Protected Strip** means that strip of land (if any) shown hatched or cross hatched yellow on the Plot Plan and/or the Estate Management Plan and unless the contrary shall be stipulated or be clear from the drawings the Protected Strip shall lie one half to each side of the centreline of the Apparatus unless the contrary shall be stipulated or be clear from the Plot Plan and/or the Estate Management Plan

1.25 **Service Installations** means the sewers drains channels pipes watercourses gutters mains wires cables ducts flues conduits aerial tanks and soakaways infiltration blankets and any other apparatus for the supply of water electricity gas telephone lighting or television or other communication signals or for the disposal of foul or surface water or fumes (if any) but excluding for the avoidance of any doubt the New

Sewers

1.26 **Service Suppliers** means local authorities whether acting generally or in exercise of some specific power or function and all water companies statutory corporations and authorities and all corporation or bodies exercising some statutory right or obligation

1.27 **Services** means water soil electricity gas telephone telecommunication and other services intended to benefit the Property (if any)

1.28 **Servient Tenement** means the Property

1.29 **Shared Driveway** means that area of driveway shown stippled black and denoted "Shared Driveways" on the Plot Plan and which is intended to benefit the Property (if any)

1.30 **Shared Footway** means the footpath shown hatched blue and denoted "Shared Pathways" on the Plot Plan and which is intended to benefit the Property (if any)

1.31 **Soakaway** means the surface water soakaway located within the Property and cross hatched blue and denoted as "presumed location of soakaway" on the Plot Plan (if any) and if no such soakaway is shown within the boundaries of the Property on the Plot Plan then the provisions of clause 4.7(c) below shall not apply

1.32 **Transferee** includes the registered proprietor from time to time of the Property

1.33 **Undertaker** means United Utilities Water and its successors in title (which expression includes any contractor or contractors, agent or agents for the time being appointed by the Undertaker)

1.34 **Visitor Parking Spaces** means the visitor parking space(s) on the Development to be used by visitors to the Dwellings and coloured green and marked "VP" on the Estate Management Plan (or any substitute visitor parking spaces allocated by the Management Company or the Transferor prior to the Handover Date pursuant to clause 3.12)

2 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Property is transferred together with the following rights over the Development:

2.1 A right of way with or without vehicles over the New Roads giving access to and egress from the Property

2.2 A right of way on foot only over the New Footpaths

2.3 The right to the free passage and running of the Services from and to the Property through and from the New Sewers and the Service Installations which are now or may later be in on or under the Development and used by the Property. The rights granted extend to Service Installations already laid or constructed or to be laid or constructed or replacements of those Service Installations

2.4 All such rights of support from other parts of the Development as may be requisite to ensure the stability of any buildings which are now or at any time shall be erected upon the Property

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

2.6 The right to discharge surface water from any building or structure on the Property onto or into drains ditches or watercourses on or in adjoining parts of the Development

2.7 The right where appropriate on giving reasonable prior notice to enter upon any adjoining part of the Development with or without workmen tools and materials to inspect maintain or renew any part of the Property (including any fence or other boundary structure and the Projections) or the Shared Driveway or the Shared Footway wherever such works cannot reasonably be carried out from within the Property

2.8 Such rights of access to and entry on the remaining unbuilt parts of the Development as are necessary for the proper performance of the Transferee's obligations or for the repair decoration maintenance or

inspection of the Property

2.9 The right to the benefit of the covenants entered into or to be entered into by the owners and transferees of the Dwellings (other than the Property) in the form set out in clause 4

2.10 Full right and liberty at all times and for all purposes of access to and egress from the Property and with or without vehicles along over and upon that part of the Shared Driveway which serves the Property but which falls outside the Property (if any) and over which a right is reasonably necessary to pass to and from the Property subject to the Transferee paying a fair and reasonable proportion of the proper costs of maintenance repair and renewal of the Shared Driveway

2.11 A right of way on foot only and at all times and for all purposes of access to and egress from the Property along over and upon that part of the Shared Footway which serves the Property but which falls outside the Property (if any) and over which a right is reasonably necessary to pass to and from the Property subject to the Transferee paying a fair and reasonable proportion of the proper costs of maintenance repair and renewal of the Shared Footway

2.12 In relation to the Estate Managed Area and subject to the Transferee's compliance with the covenants contained in clause 5:

(a) the right to use the Estate Managed Area in such a way as may be conducive to the manner in which they are laid out constructed or provided but in any event for or as ancillary to the reasonable and domestic and recreational purposes only

(b) the rights granted in relation to the Estate Managed Area are granted subject in each case to all regulations made from time to time by the Transferor and/or the Management Company and subject also to the persons exercising such rights paying the Estate Charge Proportion of the Estate Expenses

2.13 The right for the Transferee or occupiers for the time being of the Property and all persons authorised by them (in common with all other persons having the like right) to permit a visitor to the Property (but not a person resident in the Property) to use one of the Visitor Parking Spaces for the parking of visitors' licensed and roadworthy private motor vehicles for short-term parking only subject to:

(a) such space being available and

(b) any reasonable regulations which may be made by the Management Company or the Transferor prior to the Handover date as to the use of them

3 RIGHTS RESERVED FOR THE BENEFIT OF THE DEVELOPMENT

The following rights are excepted and reserved out of the Property for the benefit of the Development (other than the Property) and of the Transferor and their transferees tenants employees and visitors the Management Company (where appropriate) and the Service Suppliers as appropriate:

3.1 The right of lateral and subjacent support protection and shelter for the remaining parts of the Development by and from the Property

3.2 Such rights of access and entry to the Property as are necessary for:

(a) the repair decoration maintenance or inspection of other parts of the Development and where relevant the Estate Managed Area and in carrying out any works by the Management Company to the Estate Managed Area. Anyone exercising such rights shall give reasonable prior notice and shall make good any damage thereby caused to the Property

(b) the officers of the relevant Service Supplier or adjoining owners to enter the Property to inspect read or repair any meter box located on part of the building adjoining the Property

3.3 The right to the free passage and running of Services from the Development (other than the Property) through and from any Service Installations within the Property with all rights necessary for inspecting cleaning repairing maintaining and reinstating the same. The persons exercising such rights shall give

reasonable prior notice before entry and shall make good any damage thereby caused to the Property

3.4 The right to construct and lay upon over under or through the Property Service Installations with power from time to time to enter upon the Property for the purpose of laying the same or for the purpose of examining the state of repair thereof and to repair and renew the same doing as little damage as possible to the Property and as soon as practicable thereafter making good or paying reasonable compensation for all damage caused thereto in exercise of the said rights and powers and so that the Transferor or any person authorised by it shall not cut off or otherwise interfere with any such Service Installations without substituting therefor other and sufficient Service Installations and connecting the same with the Property or otherwise

3.5 The right to erect scaffolding for any purpose connected with or related to the Development notwithstanding that such scaffolding may temporarily restrict the access or the passage of light to the Property or the use and enjoyment of the Property

3.6 Such easements rights and privileges for the Transferor and the registered proprietors of the other plots forming part of the Development over along and through the Property equivalent to those set out in clause 2 (where appropriate) and the right to grant to others similar rights to those granted

3.7 The rights covenants and other matters contained or referred to in the title registers of the title number stated in panel 1 so far as they still subsist and relate to the Property

3.8 The right for the Transferor:

(a) to vary in such manner as the Transferor may think fit the mode of laying out its adjoining or neighbouring property or any accessways thereon and for such purpose to alter and vary any plans relating thereto and at any time and from time to time the full right and liberty to execute works and erections on its adjoining and neighbouring property and buildings in such manner as it may think fit notwithstanding that the access of light and air to the Property may thereby be interfered with

(b) and any persons authorised by it to take photographs or videos of the exterior of the Property and to use the same for any purpose in connection with the publishing of any material, advert or article or other form and the Transferor shall not be under any obligation to pay to the Transferee any consideration or remuneration in respect of the obtaining or publishing of such photographs and videos and

(c) to enter upon the Property at any time or times during the Development Period:

(i) to plant trees or shrubs in accordance with any scheme which may at any time be required by the appropriate local authority

(ii) to install and retain on the Property any name plate light column lighting installation or other facility which may be required by any of the Service Suppliers or local or other statutory bodies

(iii) to erect and maintain and keep any advertisement board or hoarding or direction sign on the Property such boards hoardings or signs to be of such size dimensions and design as the Transferor shall in its absolute discretion determine and the Transferor shall make good any physical damage occasioned to the Property in the erection and removal of the same

(iv) at its own expense to enter upon the Property for the purpose of realigning or moving the boundary fences or structures to accord with the legal boundaries of the Property in accordance with Land Registry requirements subject to the Transferor making good any damage thereby occasioned to the reasonable satisfaction of the Transferee

(v) for any purpose (including the erection of and removal of scaffolding) in connection with other construction of any dwelling or ancillary building or the carrying out of any other works ancillary to such construction on any land adjoining or adjacent to the Property and the right to build onto any wall of any building which abuts upon the Property in

accordance with any layout approved by the local authority

(vi) to construct and retain any eaves gutters downpipes television aerials satellite dishes and flues belonging to any buildings on any adjoining land comprised in the Development so that these are fixed to any external walls of any buildings on the boundary of the Property or overhang the Property and to construct and retain the footings of any such buildings partially upon the Property

PROVIDED THAT before exercising any rights to enter onto the Property the party exercising such right shall give reasonable prior notice (except in the case of emergency) and shall cause as little damage and disturbance as is reasonably possible in the exercise of such rights and shall forthwith make good any physical damage caused and the parties agree that the Transferor and those authorised by the Transferor will not be required to comply with the provisions of the Party Walls Act 1996 or any similar legislation

(d) The right to the temporary interruption in the use of the Estate Managed Area during periods of repair and maintenance or where required renewal and in carrying out any works by the Management Company

3.9 The right for the Transferor and the Service Suppliers or any other statutory undertaker or appropriate authority and their respective servants agents and licensees to the free passage and running of the Services through the New Sewers and the Service Installations laid or to be laid under along or over the Property including for the avoidance of any doubt the Shared Driveway and serving the Development or any adjoining land of the Transferor as aforesaid for the time being together with the right to enter onto the unbuilt parts of the Property with or without all necessary machinery plant vehicles and apparatus on reasonable prior notice (except in the case of emergency):

(a) to construct lay replace maintain inspect repair and cleanse any such New Sewers and Service Installations or connect to the same

(b) to fell lop or cut in a workmanlike manner any tree or hedge on the Property which obstructs or interferes with the works set out in this clause

(c) to break up the surface of the Property in order to execute the works in this clause

subject to causing as little damage and disturbance as reasonably possible in the exercise of such rights and forthwith making good any physical damage caused

3.10 A right of way for the owner or occupier for the time being of the adjoining or neighbouring properties of the Development who may require to exercise it at all times and for all purposes of access to and egress from those adjoining or neighbouring properties with or without vehicles along over and upon the Shared Driveway falling within the Property (if any) subject to any adjoining or neighbouring properties exercising such right paying a fair and reasonable proportion of the proper cost of maintaining repairing and renewing the Shared Driveway

3.11 A right of way for the owner or occupier for the time being of the adjoining or neighbouring properties of the Development who may require to exercise it on foot only and at all times and for all purposes of access to and egress from the adjoining or neighbouring properties along over and upon the Shared Footway serving the adjoining property or along over and upon such part of it as falls within the Property (if any) subject to any such adjoining or neighbouring properties exercising such right paying a fair and reasonable proportion of the proper cost of maintaining repairing and renewing the Shared Footway

3.12 The right for the Management Company or the Transferor prior to the Handover Date to reduce where reasonable to do so the number of Visitor Parking Spaces or vary the location of the Visitor Parking Spaces within the extent of the Development

3.13 Subject to the Undertaker making good so far as is reasonably practicable arising out of the exercise of the Rights (as hereafter defined) the Transferee hereby grants with full title guarantee the following perpetual rights ("**the Rights**") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

(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 together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal pond lake or watercourse within or adjacent to the Protected Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal 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 sub clause (a) above (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 or 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 thereto 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 land hereby transferred

(d) 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

(e) the right of fencing or severing off such part of the Protected Strip from the Servient Tenement as shall be necessary and for so long as may be necessary during the exercise of the Rights

(f) the right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee and

(g) the right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon

4 COVENANTS BY THE TRANSFEREE

To the intent and so that this covenant binds the Property and whoever owns it the Transferee covenants for himself and his successors in title with:

(i) the Transferor for the benefit of the unsold parts of the Development and every part of it

(ii) with the Estate Management Company for the benefit of the Estate Managed Area and every part of them and

(iii) with the persons (other than the Transferor) who now own any freehold or leasehold estate in every part of the Development capable of benefitting from this covenant

to observe and perform the covenants below:

4.1 **Party Services and Structures:**

(a) To inspect repair maintain renew and (where applicable) clean all Service Installations:

(i) within the boundaries of the Property which:

(A) exclusively serve the Property

(B) which are used or to be used in common by the Transferee and the registered

proprietors of adjoining and neighbouring premises

BUT EXCLUDING for the avoidance of doubt those which exclusively serve a single adjoining property on the Development

(ii) which exclusively serve the Property but are outside the boundaries of the Property

(b) To pay a fair and proper proportion of the expenses of inspecting repairing maintaining renewing and (where applicable) cleaning any Service Installations used by the Property and which are used or to be used in common with the Transferee and the registered proprietors of adjoining or neighbouring premises on the Development but which are not within the boundaries of the Property

(c) To join with the registered proprietors for the time being of the premises adjoining the Property in repairing maintaining and if necessary renewing any Party Boundaries the Shared Driveway the Shared Footway and shared Services (if any) and to pay a fair and proper proportion of the cost of any such works

(d) To maintain repair renew and (where necessary) clean the roofs and gutters of the Property co-operating so far as necessary with the registered proprietors of adjoining and neighbouring properties

For the purposes of paragraphs (b) to (d) above "a fair and proper proportion" shall be arrived at by dividing the cost or expense in question between the total number of properties on the Development benefiting from or entitled to use the Service Installations the Shared Driveway the Shared Footway or Party Boundary as the case may be

(e) Not to do or suffer to be done on or about the Property any act which may result in loss or damage to or may amount to interference with the Services or Service Installations laid or to be laid under the Property which may be or become maintainable at public expense or which are used jointly with the Transferor or any statutory undertakers or Service Suppliers or with the owners lessees or occupiers of any other parts of the Development

(f) Not to grant to any third party any rights or easements over the Property nor to use any part thereof or permit the same to be used for the purposes of the passing of any Services to or from adjoining land not including within the Development nor for the connection of such Services from such land to any existing Services within the Property

4.2 **Fences:**

(a) To maintain in a good and substantial state of repair order and condition the walls railings and fences along the boundaries of the Property shown with an inward “T” on the Plot Plan. If there are no such “T” marks on the Plot Plan this clause does not apply

(b) Not to remove alter or damage the fencing erected on the Property (if any) save where the same is necessary for the purposes of replacement repair or renewal

4.3 **Parking:**

(a) Not:

(i) during the Development Period to park any commercial vehicle caravan mobile home camper van recreational vehicle trailer or boat or the like on any part of the Property or the Development

(ii) to park on or to obstruct or to deposit anything on the New Roads and New Footpaths or the Shared Driveway or the accessways shown coloured and stippled black on the Estate Management Plan save that vehicles delivering or collecting goods may be parked on the New Roads temporarily

(iii) to park on or to obstruct or to deposit anything on the Estate Managed Area save in

pursuance of the rights granted in this Transfer

(iv) to allow or cause to be allowed the deterioration of any vehicle on the Development to an unreasonable condition nor to abandon any vehicle whatsoever on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Transferor or the Management Company without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Transferee any costs incurred by it

(v) to allow any occupiers or visitors to the Property to infringe the covenants in this clause 4.3

4.4 **Use and Occupation:**

(a) Not to:

(i) hold on any part of the Property any sale by auction

(ii) use the Property or any part for the purposes of any trade or business (other than office work at home which is not inconsistent with residential occupation) but only to use the same as a single private dwelling

(iii) use the Property for any illegal immoral or improper purpose

(iv) use or permit to be used as a house in multiple occupation

(v) do any act or thing on the Property which shall or may be or become a nuisance damage annoyance or inconvenience to the Transferor or to the tenants or occupiers of any other Dwellings or to the owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority in so far as the same is the liability of or wholly or partially attributable to the default of the Transferee

(vi) deposit rubbish or refuse on the Property or the Development or any part thereof except in bins or other receptacles normally used for the deposit of rubbish or refuse the same to be kept in a good and sanitary condition

(vii) carry out or allow to be carried out on a commercial basis any vehicle maintenance on any part of the Property or the Development

(viii) use the Estate Managed Area for the purposes of any barbecue organised games party or other function without the permission of the Transferor (during the Development Period) or the Management Company (at any time) previously obtained

(ix) suffer or permit dog fouling or do or allow to be done anything on the Estate Managed Area which causes a nuisance or annoyance to the other occupiers on the Development

(x) carry out nor allow to be carried out on a commercial basis any vehicle maintenance on any part of the Development

(xi) obstruct or to deposit anything on the Shared Footway or allow any occupier or visitor to the Property to infringe the covenant

(xii) obstruct or to deposit anything on Estate Managed Area or allow any occupier or visitor to the Property to infringe the covenant save as permitted under this Transfer

(xiii) store waste bins (other than on collection days) between the building and the New Roads and Footpaths or between the building and any public roadway which the Property abuts

(b) To:

(i) make good any damage to any part of the Development caused by any act omission or negligence of any occupant of or person using the Property

(ii) comply with any height limits and restrictions for any part of the Development

(iii) keep in good condition and repair such part of the Shared Driveway within the Property

(iv) keep in good condition and repair such part of the Shared Footway within the Property

(c) By way of indemnity only to observe and perform the covenants and conditions in the Planning Permission insofar as they relate to the Property and to indemnify the Transferor against all claims actions or demands in respect of any breach or non-observance thereof

4.5 **Garden Driveway and Paved Areas**

(a) Not to enclose the front garden (defined below), except by fences, walls or hedges which comply with one of the following:

(i) they were erected or planted by the Transferor consistently with planning permission or

(ii) the Transferee has obtained the prior written consent of the local planning authority if necessary and, if erected or planted within five years from the date of this Transfer, then the Transferee has also obtained the prior written consent of the Transferor

(b) To keep the front garden as a lawn and access drive or parking space, with such planting as the Transferee may wish. Not to allow any hedge or any plant on or near a boundary to exceed a height of 1.8 metres

(c) Not to erect, place or plant any structure, object or plant on the land lying between the New Roads (or any existing road) and any visibility splay line required by the highway authority, except that:

(i) the land may be grassed and

(ii) if the written permission of the highway authority is obtained, shrubs may be planted, but must be restricted to a maximum height of 0.6 metres

Hedges under subparagraphs (a) and (b) above may not be planted on land subject to subparagraph (c)

(d) Not to use the front garden for drying washing

(e) The back garden of the Property is that part of the Property lying behind the house and completely enclosed. The front garden referred to is the remainder of the Property other than the back garden and the house.

(f) At all times to retain the permeable paving within the Property and not to replace with tarmac or other non permeable paving or covering

4.6 **Highway Verge:**

(a) To maintain and, if appropriate, mow the Highway Verge keeping it in a tidy condition at all times unless the highway authority determines otherwise and if required by the highway authority to do so to enter into an agreement with the highways authority permitting the highways authority to maintain plant and do all other things necessary on the Highway Verge in accordance with the requirements of the highways authority applicable to such agreements

(b) Not to erect or construct any building wall or fence or plant any tree on the Highway Verge

(c) Not to do or permit to be done anything in or on the Highway Verge which may alter the cover of soil over or the support of any Service Installations laid or to be laid in the Highway Verge or which may render access to them more difficult or expensive. The Transferee acknowledges that

the Services Supplier have an unrestricted right of access to the Highway Verge

4.7 **Building:**

(a) Not at any time during the Development Period without the prior written consent of the Transferor (whose consent may be granted or withheld in its or their absolute discretion):

(i) to extend develop erect or suffer to be erected any building or structure whether of a permanent or temporary nature on any part of the Property (save that consent will not be required from the Transferor for the erection of a garden shed or greenhouse located in the rear garden of the Property and so far as possible in a position so as not to be seen from the New Roads or any frontage road and not exceeding a floor space of 4.50 square metres)

(ii) to paint distemper whitewash colourwash or otherwise cover the exterior of any house garage or other building on any part of the Property not formerly so treated

(iii) (where the Property includes an integral or attached garage) to convert any such integral or attached garage into living accommodation or use it for any purpose that would preclude the overnight storage of a motor vehicle or

(iv) to erect or permit to be erected on the Property any external wireless or television aerial satellite dish or similar apparatus for the receipt or transmission of radio or television signals other than a satellite dish receiver discreetly placed and not to be visible from the New Roads or any frontage road

(b) Not at any time prior to adoption of the New Roads and New Footpaths to carry out any works to the front garden of the Property which would require works being carried out to the New Footpaths and in particular, but not limited to, kerbstones being removed, altered or changed without the prior written consent of the Transferor

(c) For the benefit of the Property and the Development and to accord with the surface water drainage strategy for the Development from time to time in place:

(i) not at any time to:

(A) erect or construct any building wall or fence or plant any tree or shrub over the Soakaway or within a distance of the Soakaway so as to cause damage to it or to prevent its effective use as a soakaway

(B) extend the buildings now or hereafter existing on the Property in such a way as would cause the support to the Soakaway to be diminished

(C) lower the cover of soil over the Soakaway

(D) excavate damage or remove the Soakaway

(E) interfere with the Soakaway or otherwise do or suffer to be done any act matter or thing whereby the Soakaway would cease to function properly

(ii) to keep the Soakaway in good condition and repair and clear from debris

4.8 **Landscaping, Trees and Shrubs:**

(a) To keep the gardens of the Property cultivated and in a tidy condition replacing any trees or shrubs that fail within a period of 5 years from the date of planting under any landscaping scheme approved by any public authority in pursuance of the Planning Permission

4.9 **Signs:**

(a) Not without the written consent of the Transferor during the Development Period or such time as they have a presence on the Development to erect affix or display or permit to be erected affixed

or displayed upon any part of the exterior part of the Property any poster signboard advertisement placard or notice of any kind including any for sale or letting notices and in the case of any breach of this covenant the Transferor as aforesaid shall have the right at any time without notice to the owners or occupiers of the Property to enter upon the Property and to remove at the expense of the owners or occupiers any poster signboard advertisement placard or notice of any kind displayed or exhibited in contravention hereof

4.10 **Animals:**

(a) Not to keep or feed or permit to be kept or fed on the Property any animals other than normal domestic pets which for the avoidance of doubt shall not include poultry or pigeons PROVIDED THAT such domestic pets do not cause a nuisance or annoyance to the owners or occupiers on the Development

4.11 **Management Company**

(a) Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the insurance of the parts of the Development for which the Management Company is liable to insure or any part of it or which may make void or voidable any such insurance and so far as the Transferee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Development or any part thereof may for the time being be insured and forthwith to make good to the Management Company all loss or damage sustained by the Management Company as a result of any breach of this covenant

(b) To comply with all such regulations as the Management Company (or prior to the Handover Date the Transferor) shall from time to time make for the preservation of the Estate Managed Area in accordance with the principles of good estate management and the Management Company (and the Transferor prior to the Handover Date) having the power to vary or add to such regulations from time to time as they think fit

(c) To make every endeavour to ensure that all persons living in or visiting the Property shall comply with both the Transferee's covenants and the regulations referred to in sub-paragraph (b) above

(d) To accept membership in the Management Company and upon request to accept the appointment as a director

4.12 **Costs:**

(a) To pay the Estate Charge Proportion of the Estate Expenses in accordance with the provisions of clause 5.4 and Schedule 2

(b) To pay the reasonable costs and fees (including Value Added Tax) of the Transferor and/or the Management Company for any consent or approval required pursuant to this Transfer

(c) To pay to the Transferor the sum of £75 plus Value Added Tax in respect of the administrative expenses of the Transferor incurred in considering any request by the Transferee for approval of any matter which would or could otherwise contravene a covenant on the part of the Transferee contained in this Transfer

4.13 **Additional Obligations:**

(a) Not to use the Property or any part of it or permit the same to be used to provide access or services to any land other than the land comprised in the Development and/or any other land adjoining or adjacent to the Development which is now in the Transferor's ownership or which may come into the Transferor's ownership

(b) Not to do or permit or suffer to be done upon the Property or the Development any act or thing which:

(i) may impede the adoption by or the vesting in the public authority of the New Roads and New Footpaths the New Sewers or the Service Installations which is or shall be intended

to be so adopted or vested or

(ii) may result in loss or damage to or interference with any of the New Roads and New Footpaths the New Sewers or the Service Installations which may be or become adopted by or which may vest in any public authority or which is used jointly with the Transferor or with the owners or occupiers of the Development or any adjoining or neighbouring land

and immediately on request to execute any easement deed or document required by any public authority in respect of the provision maintenance or adoption or vesting of the New Roads and New Footpaths the New Sewers or Service Installations

4.14 **Service Easements**

(a) Not to:

(i) erect any building or structure or plant vegetation (unless permitted by the Service Supplier) on or over or within three metres (or such other distance specified by the Service Supplier to protect its installations) measured horizontally from the centreline of the Service Installations except with the written consent of the Service Supplier and not to obstruct access to the Service Installations on foot and with any necessary vehicles plant or equipment by the Service Supplier, but this covenant shall not prohibit the erection of boundary walls and fences approved by the Service Supplier lying across the route of the Service Installations (manholes and ventilating shafts excepted)

(ii) do or suffer to be done any act matter or thing where the cover of soil over or the support of any Service Installations laid or to be laid by the Service Supplier shall be altered or damaged in any way

(iii) obstruct or interfere with the rights of any Service Supplier or their authorised agents or servants in the exercise of the rights reserved under this transfer

(b) At the request of the Transferor or the Service Supplier to enter into any deed or document in such form as it or they shall require to grant to such Service Supplier any easement consent or right they shall properly require in connection with the provision maintenance or adoption of the Services for the benefit of the Development or otherwise

4.15 **Protected Strip**

(a) 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 whosesoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement 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 the Undertaker to observe and perform the following covenants:

(i) not to use or permit or knowingly suffer to be used the Protected Strip or Servient Tenement or any adjoining or adjacent land of the Transferee for any purpose that may:

(A) endanger injure or damage the Apparatus or render access thereto more difficult or expensive or

(B) 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

(ii) without prejudice to the generality of the foregoing:

(A) not to erect construct or place any building wall or other structure or erection or any work of any kind on the Protected Strip 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

(B) not to withdraw support from the Apparatus or from the Protected Strip

(C) not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip

(D) not to alter the ground levels within the Protected Strip

(E) not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip and

(F) 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 and

(iii) 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

AND IT IS THEREBY AGREED THAT:

(iv) the Undertaker shall have the benefit of the right to enforce the Rights and any covenants given by the Transferee in respect of the Rights pursuant to the Contracts (Rights of Third Parties) Act 1999 and

(v) notwithstanding the earlier exercise of the Rights or the earlier enforcement of any covenants in respect thereof 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

5 TRANSFEREE FURTHER COVENANTS

5.1 The Transferee further covenants as a separate covenant with every other person who is for the time being the owner of any part of the Development or the Transferor's adjoining land for the benefit and protection of each and every part of the Development and the Transferor's said adjoining land and to the intent that and so as to bind the Property into whosesoever hands the same may come (but not so that the Transferee shall be personally liable for a breach of this covenant after he shall have parted with all his interest in the Property in respect of which any breach occurs) at all times to observe and perform the covenants restrictions and stipulations contained in clause 4 and to obtain a covenant in identical terms from any purchaser or lessee of the Property

5.2 The Transferee covenants to observe and perform the covenants and conditions (if any) mentioned in the Charges Register of the registered title of the Development so far as the same relate to or affect the Property transferred and remain to be observed and performed and to indemnify the Transferor including any other company or incorporated body or association to whom the Transferor's undertaking may at any time hereafter be transferred or assigned or to whom the Development may at any time be transferred against all actions proceedings costs claims and demands by each of the breach non-observance or non-performance of the said covenants and conditions or any of them

5.3 The Transferee so as to bind the Property into whosesoever hands the same may come and so benefit all other plots forming the Development covenants with the Management Company and the Transferor and for the benefit of the Estate Managed Area and each and every part of them:

(a) To observe and perform the covenants and stipulations contained in clause 4

(b) Not to interfere with or obstruct the performance of the duties from time to time imposed upon him by the Management Company or any employee of the Management Company or contractor appointed by the Management Company (or the Transferor prior to the Handover Date)

(c) To accept membership in the Management Company and if required by the Transferor prior to the Handover Date and the Management Company at any time to accept the office of director of the

Management Company without requiring payment

(d) So long as the Transferee retains any estate or interest in the Property not to resign from or dispose of the rights attaching to membership of the Management Company to any person other than a mortgagee of the Property upon terms approved by the Management Company

(e) Not to transfer or grant a registrable lease of the Property unless the Estate Charge Proportion of the Estate Expenses including any arrears and any other sums which have fallen due and remain outstanding under this Transfer prior to the date of such transfer or lease have been paid in full and the disponee:

(i) enters into and delivers to the Management Company a direct covenant with the Management Company in the form of the Deed of Covenant under which the buyer covenants to observe and perform the covenants on the part of the Transferee contained in this Transfer (the form is set out in Schedule 3) and provides a copy of the executed and completed deed to the Management Company (or its appointed solicitors or managing agents) within one month of such disposal

(ii) has either become a member of the Management Company or has made a written application to the Management Company to become a member of the company

(iii) if not a resident in the United Kingdom or is a limited liability company not registered within such jurisdiction providing an address for service within such jurisdiction and

(iv) pays a reasonable fee to the Management Company or its appointed solicitors or managing agents in providing the certificate and consent to registration required by the restriction referred to in clause 8

and it is declared that the personal liability of the Transferee under the covenants in this clause 5.3 shall cease on completion of both the transfer of the Property to the buyer and the deed of covenant by the buyer. This termination of liability applies to liabilities arising after completion of such transfer and deed of covenant, but is without prejudice to any liability existing at the date of such completion

5.4

(a) To pay on demand to the Management Company (unless directed otherwise by the Transferor prior to the Handover Date) the Estate Charge Proportion together with any value added tax thereon without deduction or set off by direct debit or otherwise as the Management Company or the Transferor prior to the Handover Date shall prescribe including an advance payment from the date of this Transfer in accordance with the provisions of Schedule 2

(b) To pay to the Management Company on demand interest calculated on a daily basis at an annual rate of 4% above the base rate of Lloyds Bank Plc from time to time on any instalment or part of the Estate Charge Proportion which shall not be received by the Management Company within 14 days after becoming due for payment such interest to run from the date upon which the sum became due to the Management Company until the date on which the sum is received by the Management Company

6 COVENANTS BY THE TRANSFEROR

The Transferor hereby covenants with the Transferee in relation to any part of the Development for the time being within their respective ownership:

6.1 To construct the New Roads and New Footpaths the New Sewers and any other Service Installations under them in a good and workmanlike manner using suitable materials in accordance with all consents and permissions and approved specifications and drawings for the New Roads and New Footpaths and the New Sewers

6.2 To maintain the New Road and New Footpaths and the New Sewers in good order and condition until such time as the same shall become maintainable at public expense strictly subject to the Transferee's

compliance with its obligations contained in clauses 4.7(b) and 4.13(b)

PROVIDED THAT while the New Roads and New Footpaths the New Sewers and the Service Installations serving the Property in the immediate vicinity of the Property have been or will be constructed prior to today's date those relating to the remainder of the Development will be constructed within a reasonable time having regard to the programme of building of the Development as a whole

6.3 To transfer the Estate Managed Area to the Management Company on or before the Handover Date

7 COVENANTS BY THE MANAGEMENT COMPANY

7.1 Subject to Clause 7.2 the Management Company covenants with the Transferor and the Transferee:

(a) To carry out the works and provide the services set out in Schedule 1 and such other services as the Management Company shall decide to provide from time to time but this shall not prejudice the rights of the Management Company to recover from the Transferee or any other person the value of any loss or damage caused by the negligence or wrongful act or omission of such person

(b) To accept the transfer of the Estate Managed Area in accordance with clause 6.3

7.2 The obligations of the Management Company in Clause 7.1 are subject to the following provisions which shall not give rise to a claim by the Transferee against the Management Company:

(a) The Management Company shall not be obliged to carry out any of the works or provide any of the services (other than the maintenance of insurance in accordance with paragraph 5 of Schedule 1 if the Management Company has sufficient funds to do so) if the Transferee does not pay the Estate Charge Proportion of the Estate Expenses in accordance with the provisions of this Transfer

(b) Any interruption in any of the works or services by reason of inspection repair or maintenance of any installations or apparatus or damage to them or destruction of them by fire explosion water Act of God or by reason of the chemical or other breakdown or any other reason beyond the Management Company's control

(c) Any act omission or negligence of any servant or agent of the Management Company in or about the performance or purported performance of any of the works or services

(d) Any act or default of any other owner or occupier on the Development or defective works stoppage or breakage of any appliances apparatus or machinery in or connected with or used for the benefit of the Property or Development

7.3 The Management Company (if it is the owner of the Estate Managed Areas or any part thereof) hereby covenants with the Transferee that it will not transfer the Estate Managed Areas (or any part thereof) except by a transfer containing a covenant by the disponee of such a transfer to observe and perform the covenants on the part of the Estate Management Company herein contained so far as they relate to the Estate Managed Areas (including this covenant)

7.4 So far as it is able at the written request of the Transferee the Management Company shall enforce the covenants in any other transfer of the Development which are similar to the covenants contained in clause 4 of this Transfer subject to the Transferee at all times keeping the Management Company indemnified against all costs and expenses incurred or arising out of any action taken by the Management Company as a result of such request and paying such sums on account of such costs and expenses as may be reasonably requested from time to time

7.5 Not to withhold or delay the written consent or certificate required of it pursuant to clause 5.3 provided:

(a) the Transferee is not in breach of any of the terms conditions and covenants of this Transfer

(b) the Estate Charge Proportion of the Estate Expenses including any arrears and any other sums which have fallen due are paid in full and

(c) the Management Company (or its solicitors or agents) has received the completed Deed of

Covenant from the new transferee and a reasonable registration fee as the Management Company shall determine (being not less than £75 plus value added tax)

7.6 Prior to the Handover Date to lodge or procure to be lodged with the Transferor (or the Transferor's solicitors or agents as the Transferor shall direct) on the Transferor's reasonable request a copy of the Deed of Covenant received by the Management Company in pursuance of clause 5.3 at no cost to the Transferor

7.7 To comply with the Management Scheme to the extent that the same still subsist and affect the Development

8 APPLICATION FOR REGISTRATION

8.1 The parties apply to the Chief Land Registrar to impose a restriction on the registered title of the Property:

"No transfer or lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Varsity Quarter (Northenden) Estate Management Company Limited (Company Number 14185199) of 2 Centro Place Pride Park Derby DE24 8RF or their conveyancer that the provisions of clause 5.3(e) of this registered Transfer have been complied with or that they do not apply to the disposition"

9 AGREEMENTS AND DECLARATIONS

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

9.1 Any reference to a "clause" in this Transfer shall mean the relevant numbered clause in this Panel 12

9.2 Wherever rights are granted or reserved in this Transfer over or for the benefit of the Development references to the Development shall include parts of the Development which have been disposed of by the Transferor as dwellings subject to and with the benefit of similar rights and reservations prior to the date of this Transfer PROVIDED THAT any rights granted (apart from a right to use Service Installations) shall not apply to or be exercised over any electricity sub-station site(s) or gas governor site(s) or pumping station or balancing pond site(s)

9.3 Whenever a party exercises the rights of access onto other property granted to the Transferee in clauses 2.7 and 2.8 such party shall only exercise such rights

(a) after giving reasonable written notice to the owners and occupiers of the relevant property (save in the case of emergency) of its intention to exercise such rights

(b) if it is not reasonably possible to carry out the works or other purpose of the exercise of the rights without exercising such rights

(c) causing as little damage and disturbance as possible and immediately making good any damage caused

9.4 The Transferor may at any time release vary or modify any of the restrictive and other covenants and stipulations set out in clause 4 and the covenants on the part of the Transferee and nothing contained in this Transfer shall operate to impose any restriction on the manner in which the Transferor or the persons deriving title under them may deal with the whole or any other part of the Development or be deemed to create a building scheme

9.5 The Transferor shall be entitled to sell the Development in such lot or lots and subject to such restrictions and stipulations (if any) as it may think fit and to vary or abandon the layout of the Development and any other matters shown on the layout of the Development

9.6 Nothing in this Transfer shall operate as a grant either expressed or implied of any right of light or air or other easement except as by this Transfer expressly granted which would interfere with or prevent the use by the Transferor of any other part of the Development for building or any other purposes

9.7 All eaves spouts rainwater spouts cisterns passages and the Service Installations and other matters and

things as are now used and enjoyed or intended to be used and enjoyed in common by the owners and occupiers for the time being of the Property and any other part of the Development shall continue to be so used and enjoyed and shall be repaired and maintained at the fair and proportionate expense of the owners of the properties entitled to use the same

9.8 Any wall dividing any building erected or to be erected on the Property from any building erected or to be erected on any adjoining part of the Development shall be a party wall and shall at all times be maintained and repaired accordingly unless the boundary feature is indicated by a "T" mark on the Plan and there is express provision in this Transfer or a transfer of the property sharing such boundary feature imposing an obligation to maintain repair and renew such boundary feature

9.9 The Transferee shall not raise any objection to the adoption by the local authority or the Service Suppliers or any other authority or body of the New Roads and New Footpaths the New Sewers or the Service Installations now or hereafter laid or to be laid in or through the Property and shall if required grant to the Local Authority or statutory undertaker or other authority or body such easements or documentation in such form as may reasonably be required in connection with the adoption of the New Roads and New Footpaths the New Sewers and the Service Installations. Where an easement deed document or consent is required each party to the transaction shall bear their own costs in connection with its preparation and completion

9.10 The Transferee shall not raise any objection and will consent to any works undertaken pursuant to Part IV of the Highways Act 1980 in respect of the New Roads and New Footpaths and/or to the release of any surety payment made by or on behalf of the Transferor pursuant to Sections 219 to 221 (inclusive) of the Highways Act 1980

9.11 The Transferee shall not object to any works to be undertaken by the Transferor pursuant to clause 3.8(c)(iv) where such works are required to rectify the boundaries of the Property to ensure that they accord with the Plan or the Land Registry's requirements and the Transferee shall not be entitled to the payment of any compensation

9.12 Any dispute arising under any of the clauses of this Transfer shall be referred to the decision of a single arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force whose decision shall be final and binding upon the parties

9.13 Words importing the masculine gender include the feminine gender and words importing the singular number include the plural number and vice versa and where the Transferee consists of two or more persons all covenants by the Transferee shall be deemed to be such persons jointly and severally

9.14 The parties to this Transfer apply to the Land Registrar to enter into the registers of the title to the Property and the Development the rights reservations covenants conditions and other matters within this Transfer as are capable of registration

9.15 The expression "the Transferee" shall include its or their respective assignees and successors in title and the owners and occupiers for the time being of the Property but the expression "the Transferor" shall mean Miller Homes Limited and the owners of the part of the Development remaining in title number GM893106 which has not been sold from time to time unless the Transfer expressly provides otherwise

9.16 The Transferor shall not be liable to the Transferee for any loss or damage suffered by the Transferee or any costs incurred as a result of the Transferee's failure to register this Transfer or any rights granted under it at the Land Registry

9.17 For the purposes of S62 of the Law of Property Act and the rule in Wheeldon -v- Burrows nothing contained in this Transfer shall operate expressly or impliedly to confer upon or grant to the Transferee any easement right privilege or advantage other than those expressly granted by this Transfer

9.18 The Management Company and the Transferor agree that the Expenses shall not be treated as a rent charge under the Rent Charge Act 1977 but in the event that a court determines that the Expenses are deemed a rent charge under the Rent Charge Act 1977, then the following provisions shall apply:

(a) the Management Company agrees that the right of re-entry under Section 121(3) of the Law of Property Act 1925 and the right of a rentcharge lease under Section 121(4) of the Law of Property

Act 1925 are excluded from the provisions of this Transfer and

(b) the Management Company shall give at least eight weeks' notice to any mortgagee of the Property (whose interest has been notified to the Management Company in writing) if the Estate Charge Proportion of the Estate Expenses is unpaid within three (3) months after the date that the payment has been demanded

SCHEDULE 1

For the purposes of this Schedule 1 reference to the Management Company shall prior to the Handover Date include the Transferor unless the context does not so permit

Estate Expenses

10 Implementing and thereafter maintaining any Management Scheme or facilities required to be implemented or provided on the Estate Managed Area pursuant to the Planning Permission or other requirements

11 Keeping the Estate Managed Area (including Service Installations and other infrastructure for which the Management Company is responsible and all hedges, fences, trees footpaths and accessways and play equipment) in good order and condition including any necessary inspections, maintenance, renewals, improvement, mowing, trimming, pruning, tree surgery and complying with all proper requirements of any relevant authority

12 Tending and renewing (but not limited to) any hedges shrubs and trees and maintaining and repairing and (where necessary) replacing any walls retaining walls gabion walls embankments fences and equipment within the Estate Managed Area (but excluding the gardens within the curtilage of any Dwellings)

13 To energise and maintain in proper working order any lamps and lighting apparatus feeder pillars columns sockets taps and other working facilities comprised in or serving the Estate Managed Area

14 Arranging such insurance cover as the Management Company may consider to be appropriate in relation to the Estate Managed Area and the works mentioned in this Schedule and in respect of any risks for which the Management Company may be liable as an employer of persons working on the Development or as the owner of the Estate Managed Area (including any Service Installations other facilities and infrastructure)

15 Providing and paying such workmen and contractors as may be necessary

16 Paying all rates taxes duties charges assessments and outgoings of any description which may be assessed charged or payable in respect of the Estate Managed Area

17 Abating any nuisance and executing such works as may be necessary to comply with any notice served by a local authority in connection with the Estate Managed Area or any other works specified in this Schedule

18 Employing a firm of managing agents as the Management Company thinks fit who may charge a reasonable management fee and enforcing or attempting to enforce the observance of the covenants on the part of any transferee of any of the Dwellings on the Development being covenants in a similar form to those in clauses 4 and/or 5

19 Employing a qualified accountant for the purpose of auditing the accounts in respect of the Estate Expenses and certifying the total amount of such expenses for the period to which the account relates

20 Administering the Management Company itself and arranging for all necessary meetings to be held and complying with all relevant statutes and regulations and orders and (if the Management Company thinks fit) employing a suitable person or firm to deal with these matters

21 Making such regulations (if any) as the Transferor or the Management Company may in their absolute discretion consider necessary and desirable to enable the owners and occupiers of the Dwellings to enjoy the Estate Managed Area and the facilities situate therein

22 Paying all charges (including the cost of replacement installations and the supply of electricity) incurred in connection with the provision of all such services as are herein referred to

23 Employment and maintenance of such staff agents contractors and advisers including caretakers security personnel managing agents chartered accountants and any other professionals or personnel as may be required to attend to the running inspection care and management of the Estate Managed Area and any facilities situate therein and the fulfilment of the Transferor's or the Management Company's obligations and responsibilities under this Transfer including the provision of statements of account to the owners of the Dwellings

24 In so far as the same are not the liability of or are attributable to the Transferee or the owners or occupiers of any of the other dwellings to abate any nuisance and the execution of works as may be necessary for complying with any notice served by a local authority in connection with the Estate Managed Area or any part thereof and generally to comply with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and by-laws made thereunder relating to the Estate Managed Area

25 The provision of any other services which the Transferor or the Management Company in accordance with the principles of good estate management wish to provide for the owners and occupiers of the Dwellings

26 The creation of such reserves by way of reasonable provision for anticipated expenditure as the Transferor or the Management Company may (in accordance with the principles of good estate management) determine

27 Enforcing the obligations of any other party which has contractual or other legal duties to the Management Company

PROVIDED THAT the Management Company may vary the Estate Charge Proportion in relation to all or parts of the Estate Expenses in consequence of any alteration or addition to the Development or the number of dwellings benefiting from a service or any other circumstances in accordance with the principles of good estate management

SCHEDULE 2

Payment of the Expenses

28 The amount of the Expenses shall be ascertained and certified by a certificate ("the Certificate") signed by the Management Company's accountants or managing agents (at the discretion of the Management Company) acting as experts and not as arbitrators annually and so soon after the end of the Management Company's financial year as may be practicable and shall relate to such year in manner provided PROVIDED THAT the Management Company will comply with the requirements of any applicable statute

29 The expression "the Financial Year" shall mean the period from the first day of January in any year to the thirty-first day of December in the same year or such other annual period as the Management Company may in its discretion from time to time determine as being that in respect of which the accounts of the Management Company shall be made up

30 One copy of the Certificate for each Financial Year shall be supplied by the Management Company to the Transferee on written request and without charge to the Transferee

31 The Certificate shall contain a fair summary of the Expenses and the Transferee shall be entitled at his own expense and upon prior payment of any costs to be incurred by the Management Company or its agents at any time within one month after service of the Certificate to inspect the receipts and vouchers relating to the payments in respect thereof

32 The Expenses shall be deemed to comprise exclusively FIRST expenses which have been both incurred and actually paid or disbursed during the Financial Year in question SECONDLY expenses which have been actually paid or disbursed during the same year but which had been incurred at some previous time THIRDLY expenses which have been incurred and paid during the previous Financial Year but not included in the accounts for that year AND FOURTHLY a reasonable estimate as the Transferor or the Management Company deem desirable for the future provision of periodically recurring items whether at regular or irregular intervals for the replacement repair and renewal of items of expenditure which would

fall within the Expenses PROVIDED ALWAYS that such expenses shall not have been included in any Certificate for a previous Financial Year

33 The Transferee shall if required by the Management Company pay to the Management Company on such dates as the Transferor or the Management Company may require in every year such sum in advance and on account of the Estate Charge Proportion of the Estate Expenses as the Management Company or its accountants or managing agents (as the case may be) shall specify twice yearly at their discretion to be fair and reasonable interim payments PROVIDED THAT the Transferee shall on the date hereof by way of such interim payments pay amounts computed on a daily basis at annual rates notified to the Transferee in respect of the period from today's date to the payment day next following and then until further notice at the same rates on the payment days referred to above

34 As soon as practicable after the signature of the Certificate the Management Company shall furnish to the Transferee an account of the Expenses payable by the Transferee for the Financial Year in question due credit being given for all interim payments made by the Transferee in respect of the said year AND upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Transferee to the Management Company the amount of the Expenses or any balance found payable or there shall be allowed by the Management Company to the Transferee any amount which may have been overpaid by the Transferee by way of interim payment as the case may require

35 The Management Company will use its reasonable endeavours to maintain expenditure at the lowest reasonable figure consistent with the due performance and observance of its obligations contained in Schedule 1 and with the principles of good estate management and with the overriding aim of preserving the Estate Managed Area

36 Where reasonable to do so the Management Company shall be entitled to vary extend or reduce the subject matter of the Expenses PROVIDED THAT the Management Company will ensure that in considering whether to incur any new items of expense or charge pursuant to Schedule 1 at least three bona fide quotations are obtained from reputable entities and to select the most competitive quote (in light of the services being given)

37 The Management Company covenants to allow sufficient time for the Transferee (or their successors) to make and to take account of representations the Transferee (or their successors in title) and/or the present or future owners of the other dwellings on the Development make in relation to the level of services and/or the cost of them being provided by the Management Company (or its agents) from time to time

38 All interim payments shall be held until expended in a deposit account earning a reasonable commercial rate of interest and all interest so earned shall be credited to the Expenses account

39 The day to day management of the Development and of the Expenses will be carried out in the proper interests of all occupiers of the Development and in accordance with the requirements of good estate management by such reputable managing agents as may be appointed by the Transferor (prior to the Handover Date) or the Management Company (after the Handover Date)

SCHEDULE 3

Suggested Form of Deed of Covenant

THIS DEED of COVENANT is made on

BETWEEN

(1) [ ] of [ ] (**"the Transferee"**)

(2) VARSITY QUARTER (NORTHENDEN) ESTATE MANAGEMENT COMPANY LIMITED (Company Number 14185199) whose registered office is at * (**"the Management Company"**)

BACKGROUND

(A) By a transfer ("the Principal Transfer") made on [ ] between (1) Miller Homes Limited (2)

the Management Company and (3) [ ] (**"the Covenantor"**) being a transfer of the house and curtilage plot [ ] now known as [Postal Address] (**"the Property"**) being one house on the development formerly known as Varsity Quarter, Moss Hey Drive, Northenden, Manchester (**"the Development"**) the Property was transferred to the Covenantor

(B) A transfer of the Property from [ ] to the Transferee having the same date as this Deed of Covenant the Property has been transferred to the Transferee

OPERATIVE PART:

The Transferee covenants:

40 With the Management Company that the Transferee will:

40.1 observe and perform the covenants on the part of the Covenantor contained in clauses 4 and 5 of box 12 of the Principal Transfer

40.2 accept membership in the Management Company and agrees for its details to be noted on the register of members of the Management Company and

40.3 upon request to accept the appointment as a director of the Management Company

41 With the persons who are now the registered proprietors of the other dwellings on the Development that the Transferee will observe and perform the covenants on the part of the Covenantor contained in clause 4 of box 12 of the Principal Transfer

42 The Transferee and the Management Company apply to the Chief Land Registrar to enter and retain a restriction on the title to the Property in the form set out in clause 8 of the Principal Transfer

43 The Transferee shall pay the reasonable costs of the Management Company in connection with this Deed

Executed as a deed by the Transferee the day and date above written

SIGNED AS A DEED
by the Transferee in the
presence of:

13 Execution

EXECUTED as a **DEED** on behalf of
MILLER HOMES LIMITED
acting by its attorney

…….. ……..…….
(Name in block capitals) (Signature of Attorney)

Signed here name of the Company ……

in the presence of:

Witness Signature ……..

Name …….

Address: <SC.CNAM> of Two Snowhill Birmingham B4 6WR

EXECUTED as a **DEED** on behalf of
VARSITY QUARTER (NORTHENDEN) ESTATE MANAGEMENT COMPANY LIMITED
acting by its attorney

…….. ……..…….
(Name in block capitals) (Signature of Attorney)

Signed here name of the Company ……

in the presence of:

Witness Signature ……..

Name …….

Address <SC.CNAM> of Two Snowhill Birmingham B4 6WR

SIGNED as a **DEED** by
<U:2042.FORENAME><SP:U:2042.MIDDLE><SP:U:2042.SURNAME>

in the presence of: ……..

Signature of witness ……

Name (in BLOCK CAPITALS) ……..

Address ……

……

Occupation……

*I|<2043.SURNAME>|<>||

SIGNED as a **DEED** by
<U:2043.FORENAME><SP:U:2043.MIDDLE><SP:U:2043.SURNAME>

in the presence of: ……..

Signature of witness ……

Name (in BLOCK CAPITALS) ……..

Address ……

……

Occupation……
*QEND

*I|<2044.SURNAME>|<>||

SIGNED as a **DEED** by
<U:2044.FORENAME><SP:U:2044.MIDDLE><SP:U:2044.SURNAME>

in the presence of: ……..

Signature of witness ……

Name (in BLOCK CAPITALS) ……..

Address ……

……

Occupation……
*QEND

*I|<2045.SURNAME>|<>||

SIGNED as a **DEED** by
<U:2045.FORENAME><SP:U:2045.MIDDLE><SP:U:2045.SURNAME>

in the presence of: ……..

Signature of witness ……

Name (in BLOCK CAPITALS) ……..

Address ……

……

Occupation……
*QEND

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.

Transfer Plots 1 to 15, 32 to 78, 88 to 96, 101, 111 to 197, 205 to 224 only

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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