

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 Property:

The property is identified

☒ on the attached Plan No 1 and shown edged red:

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

5 Transferor:

For UK incorporated companies/LLPs

For overseas companies

(b) Registered number in England and Wales including any prefix:

6 Transferee for entry in the register:

Registered number of company or limited liability partnership including any prefix:

(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

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

~~REDACTED~~ Bishop's Waltham Southampton SO32 ~~REDACTED~~

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): Four Hundred Seventy Nine Thousand Nine Hundred Fifty Pounds (£479,950.00)

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

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

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

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

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

☐ they are to hold the property on trust:

12 Additional provisions

1. DEFINITIONS

The following definitions shall (unless the context requires otherwise) apply throughout this Transfer:-

"Adoptable Roads" roads verges and footpaths (and lighting thereof) now or later constructed within the Development which are intended to become public highways (if any)

"Adoptable Sewers" main foul and surface water sewers now or later constructed within the Development or the Property which are intended to become public sewers (if any)

"Authorities" relevant public highway drainage and planning authorities and undertakers responsible for the supply of water gas electricity communication media and similar services and emergency service workers

"Buildings" buildings or other structures and Service Installations

"Crest" CREST NICHOLSON OPERATIONS LIMITED whose registered office is at 500 Dashwood Lang Road Bourne Business Park Addlestone Surrey KT15 2HJ (Company Registration Number 01168311)

"Development" all the land in respect of which Crest is or was the registered proprietor under the land now or formerly comprised in title number HP840023 and HP469710

"the Development Regulations" any reasonable regulations made from time to time by the Management Company for the proper

"Drainage Easement"	management and use of the Development
"the Dwellings"	any protected strip of land within the Property referred to as "Proposed Thames Water S104 Easement" on Plan No 1 (if any)
"Five Year Period"	the Property and all other properties forming part of the Development and "Dwelling" means any one of them
"the Maintained Property"	five years from the date of this Transfer
	comprises the areas and facilities on the Development which Crest intends from time to time to be managed by the Management Company to include (and not by way of limitation) the Managed Accessways the Open Space Areas the Refuse Collection Point and the Visitor Parking Spaces together with any other such areas and facilities now or in the future within the Development which Crest intends from time to time or at any time to be managed by the Management Company PROVIDED THAT Crest shall have the right to alter the amount layout position or extent of any facilities fixtures and fittings and Service Installations within and services for the Maintained Property as it may require but not in such a way as to adversely affect the access to and egress from the Property or any part thereof and such additional amended or substituted areas items or service shall thereafter be deemed to be part of or ancillary to the Maintained Property
"Managed Accessways"	means the roads and footpaths on the Development which Crest intends from time to time to be managed
"the Management Company"	ALBANY WOOD MANAGEMENT COMPANY LIMITED whose registered office is at Homer House 8 Homer Road Solihull West Midlands B91 3QQ (Company Registration Number 14095896)
"Open Space Areas"	means the open space areas on the Development forming part of the Maintained Property
"Plan No 1"	the plan annexed hereto marked "Plan No 1"
"Plan No 2"	the plan annexed hereto for illustrative purposes showing the Development marked "Plan No 2"
"Refuse Collection Point"	means the refuse collection points serving some of the Dwellings on the Development forming part of the Maintained Property (if any)
"the Service Charge"	means the proportion of the expenditure reasonably likely to be incurred in the next Service Charge Year relating to the matters mentioned in the Tenth Schedule
"the Service Charge Interim Payment"	the Transferee's Proportion of the Service Charge Provision payable in accordance with paragraph 2 of the Eighth Schedule
"the Service Charge Provision"	the Management Company (or its agents) computation made prior to the commencement of each Service Charge Year of the estimated expenditure reasonably likely to be incurred in the next Service Charge Year relating to the matters mentioned in the Tenth Schedule
"the Service Charge Year"	every period of twelve months ending on 31 December or such other date as may be advised by the Management Company from time to time
"Service Installations"	drains channels sewers (other than any Adoptable Sewers) pipes wires cables aerials watercourses

	gutters soakaways and other similar installations (and any ancillary structures and equipment) now or later constructed within the Development or the Property has a right to drain through
"Shared Access"	any pathways serving the Property as shown cross hatched green on Plan No 1 (if any)
"the Transferee's Proportion"	shall mean a fair and reasonable proportion of the Management Company's expenses and outgoings and other heads of expenditure reasonably and properly incurred by the Management Company as set out in the Tenth Schedule in respect of each Service Charge Year
"Two Year Period"	two years from the date of this Transfer
"Visitor Parking Spaces"	the visitor parking spaces serving the Property forming part of the Maintained Property (if any)

- 1.1 Reference to "the Property" "the Dwellings" and "Development" shall be deemed to include reference to all or part or parts thereof respectively
- 1.2 Reference to Crest the Management Company and the Transferee shall where the context so admits be deemed to include reference to their successors in title or assigns
- 1.3 Rights and easements granted to the Transferee are granted in common with Crest and the Management Company and all others having similar rights
- 1.4 Rights excepted and reserved to Crest and the Management Company are (unless otherwise stated) excepted and reserved also in favour of the owner or owners for the time being of the Development and any part or parts thereof capable of being benefited and all persons authorised by it or them and where appropriate the Authorities and all other persons having the like or similar right

2. TRANSFEEE'S AND CREST'S COVENANTS AND AGREEMENTS

- 2.1 In consideration of the Price (the receipt of which is acknowledged):-
 - 2.1.1 Crest with full title guarantee transfers the Property to the Transferee subject to rights in the terms detailed in the Second Schedule (which so far as not already in existence are reserved by this Transfer) and assigns to the Transferee the benefit attaching to the Property of all covenants made by the owners of any part of the Development
 - 2.1.2 Crest with full title guarantee grant for the benefit of the Property rights in the terms detailed in the First Schedule
- 2.2 The Transferee HEREBY COVENANTS with Crest for the benefit and protection of each and every part of the Development and so as to bind the Property into whosoever hands the same may come and as a separate covenant with the Management Company to observe and perform the covenants set out in the Third Schedule but not in the case of restrictive covenants so as to render himself liable after he shall have parted with all interest in the Property
- 2.3 The Transferee covenants (so as to bind successors in title and each and every part of the Property) for the Five Year Period with Crest and separately and permanently with the present or future owners of any part of the Development (so as to benefit each and every part of the Development) in the terms detailed in the Fourth Schedule (and for the purposes of this clause the expression "Crest" shall not itself extend to any successor in title)
- 2.4 Crest HEREBY COVENANTS with the Transferee in the terms detailed in the Fifth Schedule
- 2.5 Crest and the Transferee AGREE AND DECLARE in the terms detailed in the Sixth Schedule
- 2.6 The Transferee HEREBY COVENANTS with the Management Company (and as a separate covenant with Crest pursuant to clause 5.7) to pay the Service Charge at the time and in the manner herein specified
- 2.7 The Transferee HEREBY COVENANTS with Crest that he will observe and perform the covenants and obligations relating to the Property on the registers of the title above mentioned and will indemnify and keep indemnified Crest against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Transferee of the said covenants and obligations

3. MANAGEMENT COMPANY'S COVENANTS

- 3.1 Subject to the payment of the Service Charge by the Transferee the Management Company HEREBY COVENANTS with Crest and as a separate covenant with the Transferee that the Management Company will perform and observe the covenants and each of them set out in the Ninth Schedule and Tenth Schedule PROVIDED ALWAYS THAT the:
- 3.1.1 Transferee shall not be entitled to enforce any of the said covenants while any sums payable by the Transferee under the terms of this Transfer are due but unpaid or the Transferee is otherwise in substantial breach of the covenants on his part contained in this Transfer
- 3.2 THE Management Company covenants with the Transferee not to transfer the Maintained Property (or any part of it) except by a transfer containing a covenant by the transferee to observe and perform the covenants (including this covenant) and each of them set out in the Ninth Schedule and the Tenth Schedule and the covenant at clause 3.4 of this Transfer
- 3.3 Provided that the Management Company complies with its obligation in paragraph 3.2 above, the Management Company shall, on completion of the transfer of the Maintained Property (or any part of it) cease to be liable (in case of a transfer of part, in relation to the part transferred only) for any breach of the covenants on the part of the Management Company in this Transfer but this shall not affect any liabilities for breach of its covenants under this Transfer that it may have accrued before the date of such transfer
- 3.4 The Management Company HEREBY COVENANTS with the Transferee that it will not enforce any powers that the Management Company may have under section 121 of the Law of Property Act 1925 nor to seek enforcement of any terms or powers that may result in the forfeiture granting of a lease or repossession of the Property

4. RESTRICTION

The Parties HEREBY APPLY to the Chief Land Registrar to enter a restriction on the Proprietorship Register of the Title to the Property as follows:

"RESTRICTION - No disposition of the registered estate (other than a charge) by the proprietor(s) 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 Albany Wood Management Company Limited (Company Registration Number 14095896) of Homer House 8 Homer Road Solihull West Midlands B91 3QQ that the provisions of paragraphs 14 and 14.1 of Part A of the Fourth Schedule to the Transfer dated the _____ day of _____ 20____ have been complied with or that they do not apply to the disposition"

5. AGREEMENTS AND DECLARATIONS

The parties HEREBY AGREE AND DECLARE as follows:

- 5.1 The Management Company shall not be liable or responsible for any loss or damage suffered by the Transferee or any visitor or employee of the Transferee or any other person including any other person occupying the Property to themselves their personal effects or to the Property by reason of any act neglect or default of any agents contractor employee or licensee of the Management Company or by reason of theft or otherwise from any part of the Development except insofar as any such liability may be recovered by the Management Company under insurance effected by the Management Company
- 5.2 Crest and the Management Company agree not to use the remedies referred to in section 121 of the Law of Property Act 1925 in relation to non-payment of the sums payable under this Transfer
- 5.3 All boundary walls and fences in respect of which an inward "T" mark is shown on Plan No 1 shall belong to the Property and any retaining walls between the Property and any adjoining land in the Development and any partition which separates adjacent properties in the roof space even if that partition sits on one parties side of the roof space and any dividing walls where any part or parts of the Property are connected to adjoining buildings on the Development shall be party walls and shall in each case be used repaired and maintained as such and kept in good order and condition at all times
- 5.4 If any sums due to be paid by the Transferee under the terms of this Transfer or any part thereof shall be unpaid 21 days after becoming payable the Transferee shall pay to the Management Company interest upon such sum or sums as shall remain unpaid at the rate of four percent (4%) per annum above the base rate (or its equivalent) from time to time of Barclays Bank PLC calculated on a day to day basis from the date of the same becoming due down to the date of payment but without prejudice to the operation of any other right of the Management Company in

respect of non-payment of such sums

- 5.5 The Transferee shall be exclusively responsible for the repair and condition of any Service Installations outside the Property which serve the Property exclusively
- 5.6 If the Management Company ceases to exist as a Company or if the Management Company at any time or defaults in the performance of any of the covenants or obligations on its part herein contained then Crest will (without prejudice to any other right or remedy of Crest against the Management Company or any other person) perform the said covenants and obligations until the appointment of a successor to the Management Company and the reasonable and proper costs and expenses thereby incurred by Crest shall be paid on demand to Crest by the Management Company or by the Transferee and the owners of the other Dwellings pursuant to Clause 5.7 hereof
- 5.7 If the Management Company fails to pay any sums due to Crest pursuant to Clause 5.6 then the Transferee COVENANTS with Crest to pay the Service Charge to Crest pursuant to the terms and conditions appearing in Clause 2 but without prejudice to any right available to the Transferee to require a contribution or indemnity from the Management Company
- 5.8 In case at any time any dispute shall arise between the Management Company and the Transferee or any other owners or occupiers for the time being of the other Dwellings relating to the Property or any part thereof or any other matters contained in this Transfer then such dispute shall be referred for the determination and award of a person (who shall act as arbitrator and the Arbitration Act 1996 shall apply) appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind all parties to the dispute and such person shall be entitled to require and be paid his proper fee in respect of each such reference such fee to be borne as the said person shall award PROVIDED ALWAYS that any objection by the Transferee under this clause shall not affect the obligation of the Transferee to pay the Service Charge and after the decision of the said person any overpayment by the Transferee shall be credited against future Service Charge payments due from the Transferee to the Management Company under the terms hereof
- 5.9 This Transfer is subject to all matters contained or referred to in the agreement in pursuance to which this Transfer is made
- 5.10 Crest may at any time during the construction and sale of the Development vary or modify any of the stipulations contained in the Third Schedule and the terms of this Transfer shall not operate to impose any restriction on the manner in which Crest may deal with the Development or any other land belonging to it if to do so shall be necessary to accommodate to the circumstances of any Dwelling sold hereafter
- 5.11 The Transferee will not object to any gate or fence post and associated ironmongery between the Property and an adjacent property being attached to the Property and will allow access for the purpose of repair maintenance or replacement from time to time by the adjacent property owner and all persons authorised by it as appropriate
- 5.12 The parties to this Transfer agree that the financial incentives to be given to the original Transferee on the date of this Transfer are as follows (if any):

THE FIRST SCHEDULE Appurtenant Rights

1. The rights for the Transferee and all persons authorised by it (in common with all others having a similar right)
 - 1.1 of way for all reasonable purposes over any Adoptable Roads and with or without vehicles for all reasonable purposes over the Managed Accessways or any Shared Access which serve the Property such rights being restricted to ground floor level only to the extent that any Shared Access passes under any Buildings on the Development
 - 1.2 of passage of sewage and water through any Adoptable Sewers
 - 1.3 of passage of sewage water gas electricity communication media and similar services through such Service Installations within the Development as serve the Property
 - 1.4 of retaining in place any Buildings now or later constructed by Crest on over or beneath the Property which protrude into the Development
 - 1.5 of support and protection of the Property from the Development and
 - 1.6 of entry onto the Development (other than the site of any electricity sub-station gas governor compound or similar installation) for the purposes of inspecting maintaining repairing and renewing

the Property and any Service Installations serving the Property

2. The right to deposit or place a dustbin or other refuse container on the Refuse Collection Point which serves the Property (if any) SUBJECT TO the covenant appearing at paragraph 20 of Part A of the Fourth Schedule of this transfer
3. The right to use the Open Space Areas for all reasonable purposes in such a way as may be conducive to the manner which it is laid out constructed or provided (to the extent that the same is accessible) but in any event for or as ancillary to reasonable domestic and recreational purposes only SUBJECT TO the covenants appearing at paragraph 21 of Part A of the Fourth Schedule of this transfer
4. The right for visitors to the Property to use the Visitor Parking Spaces serving the Property for the purpose of parking a single fully taxed and licensed private car or motorcycle in a roadworthy condition capable of being parked within the boundaries of the Visitor Parking Spaces in common with visitors to the Dwellings (excluding the Property) on a temporary first come first served basis subject to availability

Provided always that none of the rights granted by this Schedule shall apply to or be exercised over any electricity substation site or sites included in the Development

THE SECOND SCHEDULE Adverse Rights

1. The rights for Crest the Management Company the owners of any parts of the Development the Authorities and all persons authorised by any of them (in common with the Transferee):-
 - 1.1 of way with or without vehicles for all reasonable purposes over such part or parts of any Shared Access within the Property such rights being restricted to ground floor level only to the extent that any Shared Access pass under any Buildings on the Property
 - 1.2 of passage of sewage and water through the Drainage Easement until adopted as public sewers as appropriate
 - 1.3 of passage of sewage water gas electricity communication media and similar services through such Service Installations within the Property as serve the Development and of passage of electricity through such Service Installations within the Property as serve the Adoptable Roads
 - 1.4 of retaining in place any Buildings now or later constructed by Crest on or over the Development which protrude into the Property
 - 1.5 of support and protection of the Development by the Property and
 - 1.6 of entry onto the Property for the purposes of laying constructing inspecting maintaining repairing and renewing any Buildings on or over the Development and any Service Installations Adoptable Sewers and Adoptable Roads
2. The right for Crest the Management Company the Authorities and all persons authorised by either of them
 - 2.1 to lay or construct such further installations as may be required to make connections to any Adoptable Sewers and Service Installations within the Property;
 - 2.2 to construct any Buildings on or over the Development directly up to any boundary of the Property such that eaves gutters downpipes foundations or other projections may protrude into the Property
 - 2.3 to key into any Buildings on or over the Property
 - 2.4 to erect maintain and remove scaffolding on the Property and to use the same for the purpose of erecting maintaining or repairing any adjoining property on the Development
 - 2.5 to plant trees or shrubs or carry out other landscaping operations on the Property or otherwise to fulfil the requirements of the Authorities or execute other works required by them under planning conditions or similar obligations in respect of the Property and
 - 2.6 to enter the Property for the exercise of any of the rights detailed in this paragraph
3. If at the date of this Transfer there is on the Property any signboard notice direction indicator or other equipment facility or feature appertaining to marketing or construction operations on the Development or any adjoining land the rights for Crest and all persons authorised by it
 - 3.1 to retain any such item in its existing position on the Property for the Two Year Period and
 - 3.2 to enter the Property at any time so far as necessary to clean maintain repair replace or remove any such item (which shall remain in the ownership of Crest or its contractors notwithstanding this Transfer and/or the expiration of the Two Year Period)

4. The right during the Five Year Period to enter upon the Property with or without workmen and necessary materials at any time to maintain all gardens (except the back garden) in the event of failure by the Transferee to maintain the said gardens in accordance with the Transferee's obligations in paragraph 9 of Part B of the Fourth Schedule of this Transfer and to recover the reasonable cost of so doing from the Transferee

THE THIRD SCHEDULE

PART A

Transferee's Covenants with Crest alone (Restrictions)

1. Not during the Two Year Period to erect or display or allow to be erected or displayed on any part of the Property any board or notice advertising it for sale or let or disposal by any other means (whether in whole or in part)
2. Not during the Two Year Period to damage deface obstruct or otherwise impair the effective use of any item remaining on the Property pursuant to the rights reserved in paragraph 3 of the Second Schedule
3. Not during the Five Year Period to construct or erect on the Property any building or other structure (provided that consent is not required for good quality domestic sheds and outbuildings not exceeding 3m x 2.5m in size with a maximum height of 2.5m) or construct any extension or make any alteration to the external appearance of any building or structure except strictly in accordance with detailed plans previously approved in writing by Crest to whom shall be paid for approving the same a fee which shall be a fee that is reasonable having regard to the market value of those services to be supplied in considering, administering and processing the relevant consent sought, and subject to any statutory requirements or UK Government guidance issued in respect of the amount or extent of such fee in force from time to time
4. Not at any time without the written consent of the drainage authority to erect any building or other structure within the Drainage Easement nor within that zone to plant any trees or other deep rooting plants or shrubs nor obstruct access with any necessary vehicles plant or equipment to any Adoptable Sewers within the Drainage Easement (but to the intent that this covenant shall not prohibit retention of any structure in place at the date of this Transfer)
5. Not at any time without the written consent of the owner thereof to erect any building or other structure within 1.5 metres measured horizontally from the centre line of any gas supply pipe nor within that zone to plant any trees or other deep rooting plants or shrubs nor to do or cause or permit to be done anything calculated or likely to cause damage or injury to or prevent access to any such services within any such gas supply pipe (but to the intent that this covenant shall not prohibit the retention of any structure in place at the date of this Transfer)
6. Not at any time to use any part of the Property as a means of access or as a route or site of sewers or Service Installations into from or otherwise serving any land or premises outside both the Development and the Property (but to the intent that this covenant shall not prohibit the retention of any facility existing at the date of this Transfer)
7. To indemnify Crest at all times against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Transferee of any covenants relating to the Property on the registers of the title(s) mentioned above

PART B

(Stipulations)

To:

1. maintain in good and substantial repair and condition the boundaries of the Property pursuant to Clause 5.3 (where applicable) and all Service Installations exclusively serving the Property
2. comply with all terms and conditions subject to which planning consent has been granted insofar as they affect the Property (save in respect of the original construction thereon)
3. pay the rateable or reasonable and proper proportion of the cost from time to time of maintaining repairing cleansing and renewing any Service Installations and any other thing intended for the joint accommodation of the Property and the Development
4. from time to time on request being made by Crest to grant to Crest or such other person who is for the time being the owner of any part of the Development the same full rights as are contained in the Second Schedule for the benefit of any such land which is owned by Crest or such other person at the date of such request and which is capable of being benefited by such grant and the Transferee covenants at the expense of Crest to enter into such Deed as Crest shall require to confer such rights

5. pay the Management Company the reasonable and proper costs reasonably and properly incurred by the Management Company or its agents in enforcing payment of any moneys lawfully payable under the terms of this Transfer
6. at all times to comply with and observe the Development Regulations communicated in writing by the Management Company to the Transferee
7. maintain that part of the Property which has been landscaped to the same standard and style of landscaping as provided by Crest and to the satisfaction of and in accordance with the requirements of any of the Authorities
8. that it shall not object to the Management Company carrying out their obligations as prescribed herein and that the Transferee shall not carry out any works to the Maintained Property

THE FOURTH SCHEDULE

PART A

Transferee's Covenants with Crest for Five Years and with Other Owners permanently (Restrictions)

1. Not to use any part of the Property other than for private residential purposes
2. Not to do anything which may lessen the support or protection given by any party wall fence or other structure or feature declared a party responsibility pursuant to paragraph 3 of the Sixth Schedule
3. Not to erect any rotary airer line pole or other apparatus for the drying of clothes or other apparel nor otherwise to leave out such apparel for drying in any position forward of the front elevation of the dwelling on the Property or on any front facing balcony or roof terrace of the dwelling on the Property
4. Not to park any heavy goods vehicle or commercial vehicle on any part of the Property or the Development SAVE THAT such may be temporarily parked when delivering to or collecting from the Property
5. Not to use or keep on the Property any operative machinery other than the usual domestic machinery
6. Not to keep on the Property any poultry pigeons or birds of prey
7. Not to remove or destroy any tree or shrub planted on the Property as part of any landscaping scheme (and forthwith to replace any tree or shrub on the Property which dies or is removed or destroyed and which in Crest's opinion needs to be replaced)
8. Not to remove decorate embellish or otherwise change the appearance of or interfere with any planting boxes or beds stonework railings parapets columns statues or other landscaping or ornamental features installed by Crest on the Property or the Development
9. Not to plant obstruct or otherwise obscure any part of the Property which is required by the highways authority to be kept clear for vision splay purposes
10. Not to obstruct any part of the Adoptable Roads the Managed Accessways the Shared Access and the Visitor Parking Spaces except in the proper exercise of rights granted by this Transfer
11. To keep in good condition and repair any Service Installations which lie within the Property
12. To contribute a fair proportion of the cost of inspecting maintaining repairing and renewing any Service Installations which serve the Property and any Shared Access
13. To maintain repair and renew the wall fence or similar boundary structure or feature indicated on Plan No 1 by a "T" within the Property and any wall fence or other means of enclosure elsewhere within the Property
14. To pay the Service Charge at the time and in the manner herein specified and
- 14.1 That upon the transfer of the Property or upon the devolution of the legal estate therein howsoever arising the Transferee will forthwith thereafter
 - 14.1.1 give to the Management Company or its agents notice in writing thereof with full particulars and shall pay such reasonable fee as shall be prescribed by the Management Company or its agents from time to time together with VAT thereon for the registration of such notice (no fee being payable for notice of this Transfer or any charge contemporaneous with it)
 - 14.1.2 on the date hereof to accept membership of the Management Company and to become a Director or Secretary of the Management Company if requested to do so by the current holder of these positions
 - 14.1.3 that he will observe and perform the covenants and obligations relating to the Property on

the registers of the title above mentioned and will indemnify and keep indemnified Crest against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Transferee of the said covenants and obligations

- 14.1.4 procure that the incoming transferee or lessee (as appropriate) enters into a deed of covenant in the form set out in the Eleventh Schedule with the Management Company and Crest to observe and perform the covenant contained in this paragraph
15. Not to permit to be done any act or thing in or upon the Property or any part thereof or any part of the Development which may be or grow to be a damage nuisance or annoyance to Crest the Management Company or any of the occupiers of the Dwellings or to the neighbourhood
16. Not to erect or position any satellite dish or similar apparatus on the front elevation of the Dwelling on the Property nor in any position forward of such elevation without the prior written consent of Crest such consent not to be unreasonably withheld or delayed and the costs of Crest or its agents in issuing such consent shall be a fee that is reasonable having regard to the market value of those services to be supplied in considering, administering and processing the relevant consent sought, and subject to any statutory requirements or UK Government guidance issued in respect of the amount or extent of such fee in force from time to time
17. Not to add to or alter any building on the Property in any way so as to affect substantially the external appearance thereof without the prior written consent of Crest such consent not to be unreasonably withheld or delayed (and the fee for any such consent be a fee that is reasonable having regard to the market value of those services to be supplied in considering, administering and processing the relevant consent sought, and subject to any statutory requirements or UK Government guidance issued in respect of the amount or extent of such fee in force from time to time) and in the event of any rebuilding it shall so far as reasonably be possible in conformity with the building which it renews or replaces
18. Not to permit any vehicles of any description or any articles to obstruct any part or parts of the Adoptable Roads the Maintained Property or any Shared Access nor at any time to obstruct or deposit any matter or thing of whatsoever nature thereon
19. Not to park any lorry light goods vehicle caravan boat trailer or similar type of vehicle on the Development nor on the Property except out of sight of the other properties on the Development
20. Not to leave any dustbin or other refuse container on the Property so as to be visible from the Adoptable Roads or the Managed Accessways or at any Refuse Collection Point as serves the Property other than on the designated refuse collection day or days
21. Not to use the Open Space Areas other than for the purpose of quiet enjoyment as appropriate and not to use the same for any barbecues games of recreation or playing music at any time and not to allow children under the age of 10 to be within such areas unaccompanied by an adult at any time and not to leave any gates to the Open Space Areas open save when entering or leaving the same
22. Not to appropriate any facility or obstruct any area of the Maintained Property except in the proper exercise of any rights granted in this Transfer nor to allow any pet to foul or damage any such area in any circumstance whatsoever unless any dog waste is picked up and placed in a sealed bag in a refuse bin or other receptacle provided for this purpose

PART B (Stipulations)

To:

1. maintain in good and substantial repair and condition the boundaries of the Property pursuant to Clause 5.3 (where applicable) and all Service Installations exclusively serving the Property
2. comply with all terms and conditions subject to which planning consent has been granted insofar as they affect the Property (save in respect of the original construction thereon)
3. pay the rateable or reasonable and proper proportion of the cost from time to time of maintaining repairing cleansing and renewing any Service Installations and any other thing intended for the joint accommodation of the Property and the Development
4. from time to time on request being made by Crest to grant to Crest or such other person who is for the time being the owner of any part of the Development the same full rights as are contained in the Second Schedule for the benefit of any such land which is owned by Crest or such other person at the date of such request and which is capable of being benefited by such grant and the Transferee covenants at the expense of Crest to enter into such Deed as Crest shall require to confer such rights
5. pay the Management Company the reasonable and proper costs reasonably and properly incurred by the Management Company or its agents in enforcing payment of any moneys lawfully payable

- under the terms of this Transfer
6. at all times to comply with and observe the Development Regulations communicated in writing by the Management Company to the Transferee
 7. maintain that part of the Property which has been landscaped to the same standard and style of landscaping as provided by Crest and to the satisfaction of and in accordance with the requirements of any of the Authorities
 8. that it shall not object to the Management Company carrying out their obligations as prescribed herein and that the Transferee shall not carry out any works to the Maintained Property
 9. maintain all garden areas of the Property in a good and tidy condition with any turfed areas being mown and cut short during the growing season and it is agreed that the Management Company may carry out such maintenance works (and enter the Property for the purposes of so doing but for the avoidance of doubt not a back garden) if the Transferee is in contravention of this clause and recover the reasonable cost of so doing from the Transferee

THE FIFTH SCHEDULE Covenants by Crest

1. In regard to any Adoptable Roads and the Adoptable Sewers
 - 1.1 to construct the same to adoption standards
 - 1.2 to have them adopted by the Authorities
 - 1.3 to maintain them until adopted and
 - 1.4 to indemnify the Transferee against all liability in respect of them until adopted
2. To construct to the requirements of the Authorities any Managed Accessways and any Service Installations serving the Property

THE SIXTH SCHEDULE Agreements and Declarations

1. The rights detailed in the First Schedule and the Second Schedule are subject to the persons exercising the same
 - 1.1 as to the rights of entry
 - 1.1.1 effecting entry at a reasonable time (or at any time in an emergency)
 - 1.1.2 giving reasonable notice
 - 1.1.3 causing as little damage as possible and
 - 1.1.4 making good to the reasonable satisfaction of any person thereby affected any damage caused
 - 1.2 as to the rights to use Service Installations paying a fair proportion of any expense necessarily incurred in inspecting maintaining repairing and renewing them
2. The rights reserved in the Second Schedule are intended to extend to any easements wayleaves licences rights and privileges granted or to be granted by Crest to any Authorities in connection with Service Installations provided or maintained by them for the benefit and advantage of the Development or any part thereof and the Transferee shall if requested grant to the said Authorities such easements wayleaves licences rights and privileges as they shall require in connection with the provision and maintenance of such Service Installations
3. All walls fences and similar boundary features dividing the Property from any part of the Development are party and repairable and maintainable as such unless
 - 3.1 they are indicated on Plan No 1 by a "T" within the Property or
 - 3.2 they adjoin any Adoptable Roads or the Maintained Property or
 - 3.3 they are rear and/or gable walls of Buildings which do not abut onto adjoining Buildings on the Developmentin which case they belong to the Property (unless they are indicated on Plan No 2 by a "T" outside the Property in which case they belong to the adjoining land)
4. The Transferee shall not by implication prescription or otherwise than by grant in this Transfer become entitled to any right of light or air or other easement which would restrict or interfere with the free use for building or any other purpose of the Development or any adjoining or neighbouring

land belonging to Crest

5. Crest may at any time modify or release any Covenant or other restriction enforceable by it in respect of any part of the Development or any adjoining or neighbouring land and it shall not be bound by any plotting or development scheme relating to the Development or such other land and may at any time modify or abandon any such scheme
6. This Transfer shall (unless the context requires otherwise) be interpreted as follows
 - 6.1 (unless otherwise stated in either case) references to clauses and Schedules are references to Operative Clauses of and Schedules to this Transfer and their respective sub-divisions and references to paragraphs are references to paragraphs of the Schedule in which the reference appears
 - 6.2 headings are inserted for convenience only and shall not affect the construction of this Transfer
 - 6.3 the expressions "Crest" and "the Transferee" shall extend to their respective successors in title (save for Clause 2.3 in respect of "Crest")
 - 6.4 the singular number shall include the plural number (and vice versa)
 - 6.5 the neuter gender shall include the masculine and/or feminine genders (and vice versa in either case)
 - 6.6 all covenants shall (where more than one person gives or becomes bound by them) be treated as joint and several and
 - 6.7 references to doing any act shall extend to causing or allowing such act

THE SEVENTH SCHEDULE **The Management Company's Powers of Investment**

The Management Company shall have power in its discretion to invest all Service Charge receipts paid to it as provided by this Transfer and like provisions contained in the transfers and leases of the other Dwellings 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)

THE EIGHTH SCHEDULE **Computation of the Service Charge**

1. The Service Charge will be the Transferee's Proportion of the costs attributable to the Dwellings in connection with the matters mentioned in the Tenth Schedule
2. The Management Company (or its agent) shall provide a copy of the Service Charge Provision to the Transferee before the commencement of the Service Charge Year to which it relates and the Transferee will pay to the Management Company the Service Charge Interim Payment in advance by two equal instalments on the first day of January and the first day of July in each Service Charge Year PROVIDED THAT in respect of the Service Charge Year current on the date hereof the Transferee shall pay to the Management Company on the date hereof the sum being the proportion of the Service Charge Interim Payment payable for the period between the date hereof and whichever of the said dates occurs first after the date hereof
3. Within twenty one days following the service on the Transferee by the Management Company of the audit certificate (as more particularly detailed in Paragraph 2 of the Tenth Schedule) for the Service Charge Year in question the Transferee shall pay to the Management Company the balance by which the Service Charge Interim Payment falls short of the Service Charge actually payable as certified by the said certificate and any overpayment by the Transferee shall be credited against future payments of Service Charge becoming due
4. The Certificate signed by the qualified accountant pursuant to Paragraph 2 of the Tenth Schedule shall (save in the case of manifest error) be binding on the Management Company and the Transferee
5. If for any reason it should at any time become necessary or equitable so to do the Management Company shall have the authority to recalculate on an equitable basis the Transferee's Proportion and to notify the Transferee accordingly and in any such case as from the date specified in such notice the recalculation so notified shall be substituted for the Transferee's Proportion and all references to the Service Charge shall be construed as references to the Transferee's Proportion as altered

THE NINTH SCHEDULE **The Management Company's Covenants**

1. To carry out the works and do the acts and things set out in the Tenth Schedule as appropriate to each type of Dwelling PROVIDED THAT:
 - 1.1 the Management Company shall in no way be held responsible for any damage caused by any want of repair to the Development or defects therein for which the Management Company is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Management Company and the Management Company has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice
 - 1.2 nothing in this covenant contained shall prejudice the Management Company's right to recover from the Transferee or any other person the amount or value of any loss or damage suffered by or caused to the Management Company by the negligence or other wrongful act or default of such person
 - 1.3 the Management Company shall not be liable for any failure to provide employees and workmen necessary in connection with the Development if it shall have used all reasonable endeavours to obtain them
2. To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in the Tenth Schedule which may be due from the transferees of any of the other Dwellings
3. The Management Company shall ensure that the reserve fund or funds referred to in the Tenth Schedule shall be kept in a separate trust fund account and any interest on or income of the said fund shall be held by the Management Company in trust for the transferees and lessees of the Dwellings and shall only be applied in connection with the matters detailed in the Tenth Schedule and shall have the power to invest such moneys as are set out in the Seventh Schedule
4. If required by the Transferee for the reasonable protection of the Property to enforce or assist the Transferee in enforcing the said covenants entered into or to be entered into by a transferee or lessee of any one or more of the other Dwellings provided that the Transferee shall (if required) indemnify the Management Company against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Management Company may reasonably require
5. To provide the Transferee on demand with a certificate for the purposes of Clause 4 provided that the provisions set out in paragraphs 14 and 14.1 of Part A of the Fourth Schedule shall have been reasonably complied with

TENTH SCHEDULE

Management Company Covenants in respect of the Maintained Property

1. Insuring (where insurance cover is available at reasonable cost) any risks for which the Management Company may be liable for material and third party liability and for the liability of the directors and officers of the Management Company and as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Management Company shall reasonably think fit
2. Employing a qualified accountant for the purpose of auditing the accounts in respect of the Service Charge and certifying the total amount thereof for the period to which the account relates
3. Carrying out or procuring the carrying out of health and safety risk assessments at such times as may be required under statute or otherwise
4. Keeping the Maintained Property generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and repairing maintaining inspecting as necessary reinstating renewing or improving any hard landscaping steps boundary walls hedges gates or fences (if any) on or otherwise enclosing the Maintained Property save for any walls and/or fences marked with an outwards "T" on Plan No 2
5. Repairing maintaining inspecting as necessary reinstating renewing or improving the Service Installations within the Maintained Property which serve two or more of the Dwellings and which are not the responsibility of any of the Authorities
6. Insuring (where insurance cover is available at reasonable cost) any risks for which the Management Company may be liable for material and third party liability and as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Management Company shall reasonably think fit
7. Providing and paying such persons as may be necessary in connection with the upkeep of the

Maintained Property

8. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of the transferee or lessee of any of the Dwellings
9. Paying any value added tax chargeable in respect of any of the matters referred to in this Schedule
10. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Maintained Property or any part thereof insofar as the same is not the liability of or attributable to the transferee or lessee of any of the Dwellings
11. Preparing and supplying to the transferee or lessee of any of the Dwellings copies of any Development Regulations
12. Generally managing and administering the Maintained Property and protecting the amenities thereof
- 12.1 in the running and management of the Maintained Property and the collection of the service charge and in the enforcement of the covenants and conditions and regulations contained in the transfers and leases of the Dwellings and any Development Regulations
- 12.2 in making such applications and representations and taking such action as the Management Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the owner of any of the Dwellings or on the Management Company in respect of the Maintained Property
- 12.3 in the valuation of the Maintained Property from time to time for insurance purposes
- 12.4 in the preparation for audit of the accounts in respect of the Service Charge
13. Enforcing or attempting to enforce the observance of the covenants on the part of any transferee or lessee of any of the Dwellings
14. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Maintained Property insofar as such compliance is not the responsibility of the transferee or lessee of any of the Dwellings
15. Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility which in the opinion of the Management Company it is reasonable to provide
16. Such sum as shall be considered necessary by the Management Company (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property
17. Operating maintaining and (if necessary) renewing any lighting power and water supply apparatus for the Maintained Property and providing such additional lighting water or power supply apparatus as the Management Company may reasonably think fit
18. All other expenses (if any) incurred by the Management Company in and about the maintenance and proper and convenient management and running of the Maintained Property including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Maintained Property (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefor) any interest paid on any money borrowed by the Management Company to defray any expenses incurred by it and specified in this Schedule any costs imposed on the Management Company in accordance with Paragraph 8 of the this Schedule any legal or other costs reasonably and properly incurred by the Management Company and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any transfer or lease of any part of the Maintained Property or any claim by or against any transferee or lessee thereof or by any third party against the Management Company as owner or occupier of any part of the Maintained Property

ELEVENTH SCHEDULE Deed of Covenant

THIS DEED OF COVENANT is made on
BETWEEN

(1) [] of [] ("the New Owner")

(2) ALBANY WOOD MANAGEMENT COMPANY LIMITED whose registered office is at Homer House 8 Homer Road Solihull West Midlands B91 3QQ (Company Registration Number 14095896) ("the Management Company")

(3) CREST NICHOLSON OPERATIONS LIMITED whose registered office is 500 Dashwood Lang Road Bourne Business Park Addlestone Surrey KT15 2HJ (Company Registration Number 01168311) ("Crest")

AND WITNESSES as follows :

1 Background

1.1 By a Transfer ("the First Transfer") dated [] the property ("the Property") formerly known as plot [] and now known as [] was transferred to [] "the First Owner" subject as therein mentioned

1.2 The First Transfer contains covenants by the First Owner with (inter alia) the Management Company and Crest

1.2.1 as to the payment of the Service Charge at paragraph 14 of Part A of the Fourth Schedule thereof and

1.2.2 not to dispose of the Property without contemporaneously obtaining the execution of a deed of covenant by the New Owner with the Management Company and Crest in the form of this Deed

2 Definitions and Interpretation

In this Deed unless the context so admits the definitions interpretations agreements and declarations mentioned in the First Transfer shall (mutates mutandis) apply hereto as though they were set out in full in this Deed

3 New Owner's Covenants

The New Owner hereby covenants with the Management Company and Crest and to the same effect as would have been achieved if the New Owner had been party to the First Transfer as the Purchaser) that as from the date of the transfer of the Property to the New Owner the New Owner will

3.1 pay the Service Charge in accordance with paragraph 14 of Part A of the Fourth Schedule of the First Transfer and

3.2 to observe and perform the covenant at paragraph 14.1 of Part A of the Fourth Schedule of the First Transfer

4. The Management Company's Covenants

4.1 The Management Company hereby covenants with the New Owner that it will at all times hereafter perform and observe the covenants and each of them set out in the Ninth and Tenth Schedules of the First Transfer

4.2 The Management Company consents to the New Owner being registered at the Land Registry as proprietor of the Property and agrees to provide the certificate required by clause 4 of the First Transfer

5. Application for registration of Restriction

The parties to this Deed apply to the Land Registry to enter renew or continue on the registers of the title to the Property a restrictions in the following terms:

"RESTRICTION - No disposition of the registered estate (other than a charge) by the proprietor(s) 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 Albany Wood Management Company Limited (Company Registration Number 14095896) of Homer House 8 Homer Road Solihull West Midlands B91 3QQ that the provisions of paragraphs 14 and 14.1 of Part A of the Fourth Schedule to the Transfer dated the _____ day of _____ 20____ have been complied with or that they do not apply to the disposition"

SIGNED AS A DEED by

**AS ATTORNEY FOR
CREST NICHOLSON OPERATIONS LIMITED**
in the presence of:-

Witness	Signature:
	Name:
	Address:

SIGNED AS A DEED by

**AS ATTORNEY FOR
ALBANY WOOD MANAGEMENT COMPANY LIMITED**
in the presence of:-

Witness	Signature:
	Name:
	Address:

SIGNED as a DEED by
~~Robert Murray Gault~~
in the presence of:

Witness	Signature:
	Name:
	Address:

SIGNED as a DEED by
~~Robert Murray Gault~~
in the presence of:

Witness	Signature:
	Name:
	Address:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

