

Transfer of part
of registered title(s)

H M Land Registry

TP1

(If you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within in the Schedule to the Stamp Duty category Regulations 1987 (Exempt Instruments)

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered)
LT342694

3. Other title number(s) against which matters contained in this transfer are to be registered (if any)

4. Property transferred (Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)

Number [] at the Walled Garden at Coleorton Hall Coleorton Leicestershire more fully described in the definition of the "Property" in panel 13.

The Property is defined: (place "X" in the box that applies and complete the statement)

on the attached plan 1 and shown (state reference e.g. "edged red")
edged red.

on the Transferor's filed plan and shown (state reference e.g. "edged and numbered 1 in blue")

5. Date

6. Transferor (give full names and Company's Registered Number if any)
J S Bloor (Measham) Limited (Company Registration Number 511568)

7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under

the Companies Acts.

8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

9. The Transferor transfers the Property to the Transferee.

10. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the Property the sum of _____ (in words and figures)

(insert other receipt as appropriate)

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

11. The Transfer transfers with (place "X" in the box which applies and add any modifications)

full title guarantee limited title guarantee

12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

13. Additional Provisions

Definitions

1. "Common Parts" means such areas or items intended from time to time by the Management Company to be used in common by the Property and/or the Other Units such at the date hereof including (without prejudice to the generality thereof) the areas shown coloured yellow on Plan 2, the Estate Roads, any visitor's car parking spaces, the Pedestrian Access, the street lighting, the Service Installations intended to serve jointly the Property and/or Other Units and any landscaped areas not within the Property or Other Units (but excluding any areas which become adopted)
2. "Deed of Covenant" means the deed of covenant referred to at paragraph 19 under the heading Restrictive Covenants by the Transferee"
3. "Development" means all the land at Coleorton, Leicestershire shown edged in green on Plan 2 being the land now or formerly comprised in title number LT342694 together with any adjoining land which may be added thereto.
4. "Estate Roads" means the roads and associated footpaths constructed or to be constructed by the Transferor in connection with the Development and which are shown coloured brown on the Plans but not including any part within the boundary of the Property or Other Units.
5. "Expenses" means in respect of each Financial Year the costs incurred by the Management Company in carrying out its obligations as specified under the heading "Obligations of the Management Company" and the expenses incurred by the Management Company as specified under the heading "The expenses incurred by the Management Company in carrying out its obligations under the heading "Obligations of the Management Company".
6. "Kitchen Garden Wall Works" means the works involved in the maintenance upkeep and repair of the exterior wall of the kitchen garden area within the Development now or to be constructed in keeping with the general appearance and amenity of the Development.
7. "House" means the dwellinghouse or other building now erected or in course of erection on the Property.
8. "Interim Payment" means such amount as in the opinion of the Surveyor fairly represents 50% of the Service Charge for the current Financial Year.
9. "Financial Year" means the period from 30 June in each year to 29 June in the following year or such other annual period as the Management Company may in its discretion from time to time determine.
10. "Management Company" means Coleorton Hall Management Company Limited (Co. Number 4759922) whose registered office is Ashby Road Measham Swadlincote Derbyshire DE12 7JP
11. "Managing Agents" means the managing agents for the time being of the

Management Company or if none the Management Company.

12. "Other Units" means all the flats apartments and houses comprised in the Remainder of the Development.

13. "Plan 1" means the plan bound up within and marked "1"

14. "Plan 2" means the plan bound up within and marked "2".

15. "Plans" means Plan 1 and Plan 2

16. "Planning Permission" means the planning permission dated 25.9.01 (Application Number 01/0201) and the planning permission dated 16 July 2004 (Application Number 02/00368/FUL) including in each case any amendments or variations thereto

17. "Pedestrian Access" means the land (if any) shown cross hatched black on the Plans which forms or is intended to form the site of a shared pedestrian access serving jointly the Property and any adjoining or neighbouring land comprised in the Remainder of the Development.

18. "Property" means the land hereby transferred together with all buildings and erections now or hereafter erected thereon with the appurtenances thereto being part of the Development provided that:

18.1 the foundations and eaves of the House and Service Installations exclusively serving the House shall (save where intended to be adopted by the appropriate Authority or Statutory Undertaker) be included as part of the Property although they extend beyond the boundaries of the said land at ground level.

18.2 the foundations and eaves of and the Service Installations exclusively serving any adjoining building erected or in course of erection shall not be included as part of the Property although they extend within the boundaries of the said land at ground level.

19. "Remainder of the Development" means the Development excluding the Property and includes any flats apartments houses and buildings now or hereafter erected thereon.

20. "Service Charge" means one forty eighth part (or such other proportion as may be determined by the Management Company in accordance with the provisions of this Transfer) of the Expenses and for the avoidance of doubt such sums as the Management Company shall in its absolute discretion determine for use as a sinking fund against anticipated future expenditure or (in the case of the current financial year) a due proportion of such costs and provision calculated from the date hereof to the next following financial year.

21. "Service Installations" means sewers drains watercourses channels pipes soakaways gutters mains wires cables pillars turrets amplifiers and any other apparatus for the supply of water gas electricity telephone or telecommunication services or for the disposal of foul or surface water now constructed or to be constructed in on under or over the Development.

22. "Surveyor" means any Chartered Surveyor or member of the Incorporated Society of Valuers and Auctioneers employed by the Management Company.

23. "the Section 106 Obligations" means the Unilateral Undertaking dated 17 July 2001 made by Brandvik Kinton Limited and the Agreement made under Section 106 Town and Country Planning Act 1990 (as amended) dated 15th July 2004 and made between Brandvik Kinton Limited and the Transferor (1) North West Leicestershire District Council (2)

24. "Transferor" means J S Bloor (Measham) Limited and includes its successors in title and any person to whom the said J S Bloor (Measham) Limited may expressly grant or assign any of the rights hereby excepted and reserved or the covenants restrictions and stipulations and conditions herein contained.

Interpretation

1. A reference to a person includes companies and all other legal entities.
2. Unless this transfer states otherwise any reference to a statute statutory instrument or other legislative provision includes any amendment extension or re-enactment of it for the time being in force.
3. The masculine gender shall include the feminine gender and the singular number shall include the plural number and vice versa
4. Where there are two or more persons included in the expression the "Transferee":
 - 4.1 covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally
 - 4.2 such persons declare that they hold the Property upon trust for themselves as [joint tenants] [tenants in common in equal shares] Please amend as appropriate

Rights granted for the benefit of the Property

The Property is transferred together with the rights set out below as appurtenant to the Property in common with the Transferor and all other persons entitled thereto.

1. The right to the free passage and running of water and soil gas electricity and other services from and to the Property through and along the Service Installations which now serve or may at any time hereafter serve the Property until the same are adopted or taken over by the relevant authority together with all easements rights and privileges over the remainder of the Development necessary and proper for inspecting cleaning repairing maintaining and reinstating the same the Transferee making good all damage occasioned by the exercise of such rights as soon as reasonably possible and causing as little inconvenience and disturbance as reasonably possible.
2. Such rights of access to and entry upon any adjoining parts of the Remainder of the Development as are necessary for the repair and maintenance of the House and for the proper performance and observance of the restrictions stipulations and conditions herein contained the Transferee giving to the occupiers of such adjoining parts at least

...hours' prior written notice before exercising such rights (except in case of emergency) and making good all damage occasioned by the exercise of such rights as far as reasonably possible and causing as little inconvenience and disturbance as reasonably possible.

3. The right of lateral and subjacent support and protection for the House by and from the adjoining parts of the Remainder of the Development and any building erected or in course of erection thereon and the right to have the eaves verges gutters foundations downspouts flues and any other such projections of the House overhanging or underlying any adjoining land comprised in the Remainder of the Development.

4. The right for the Transferee his tenants servants and visitors (in common with all other persons having the like right) to go pass and repass at all times and for all purposes of access to and egress from the Property with or without vehicles over and along the Estate Roads until such time as the same are taken over by the Local Authority.

5. The right for the Transferee his tenants servants and visitors (in common with all others having the like right) to go pass and repass at all times on foot for all reasonable purposes over and along the Pedestrian Access

6. The right for the Transferee his tenants servants and visitors (in common with all others having the like right) to use the Common Parts for the purposes intended from time to time in relation to the Common Parts provided that none of the rights hereinbefore granted shall apply to or be exercised over any land comprising an electricity sub-station site or similar installation.

Rights reserved for the benefit of the Management Company

The Property is transferred subject to the right for the Management Company to enter onto the Property at all reasonable times (except in the case of an emergency) with or without workmen machinery or vehicles for the purpose of carrying out the Management Company's obligations under this Transfer subject to causing as little disturbance as practically possible and making good any damage caused as soon as reasonably possible.

Rights reserved for the benefit of the remainder of the Development

The Property is transferred subject to the exceptions and reservations all appurtenant to the Remainder of the Development set out below.

1. Easements rights and privileges for the Transferor the Management Company and the owners and occupiers of the Other Units over along and through the Property equivalent to those set out in clauses 1, 2 and 3 under the heading "Rights granted for the benefit of the Property".

2. The right for the Transferor and any appropriate County and District Council Electricity Company and other Statutory or Public Authority or Undertaker or Utility Company and their respective servants agents and licensees to enter upon the Property on giving reasonable notice (except in emergency) for the purpose of laying making inspecting cleaning repairing maintaining and reinstating any Service Installations for the use of the Remainder of the Development and to connect to the

same and to use any Service Installations on or under the Property but so that the persons so entering and carrying out any such work shall at their own cost forthwith make good all damage thereby occasioned and shall restore the Property to its former condition as soon as reasonably possible.

3. Right and liberty for the Transferor and the appropriate Electricity Company (hereinafter called "the Company") and all other persons authorised by it or them to enter upon the Property and erect place lay and thereafter to use and from time to time repair inspect and maintain re-erect relay replace and remove electric lines (including looped services and multi-services) for the purposes of transmitting and distributing electricity and cables stays ducts pipes turrets and other apparatus of whatever nature in such manner and in such positions as the Transferor and the Company shall in their discretion determine in on under and over the Property and any part thereof (the rights hereby reserved to include the right to erect and lay electric lines and apparatus in addition to those originally erected and laid in contradistinction from and in addition to the right already reserved to replace the same) with the further right to remove and dispose of any surplus earth provided that the person or persons exercising such rights shall cause as little damage as may be to the Property and so far as is practicable making good and restoring the surface thereof.

4. A right of access to and entry upon the Property by the Transferor its servants and agents for the purpose of carrying out any works of construction maintenance or repair on the Remainder of the Development or for the purpose of inspecting such works or for any other reasonable purpose the Transferor giving to the Transferee at least forty eight hours' notice before exercising such rights of access and entry (except in case of emergency) and making good all damage thereby occasioned.

5. The right for the Transferor to develop the Remainder of the Development notwithstanding that the access of light and air coming to the Property may be thereby diminished or obstructed and the Transferee shall not become entitled to any right of light or air or other easement (except those expressly hereby granted) which would or might in any way interfere with or affect the unrestricted development and user by the Transferor and its successors in title of the Remainder of the Development for building or any other purposes.

6. The right for the Transferor and its successors in title at any time within a period of three years from the date hereof to enter upon the Property for the purpose of planting or removing such trees or shrubs or to top or lop any such trees as the Transferor may in its discretion think fit in order to comply with the requirements of any landscaping scheme which has been or will be required in relation to the Development.

7. The right for the Transferor and its successors in title at any time within a period of three years from the date hereof to enter upon the Property for the purpose of relocating or replacing erecting or reconstructing any boundary wall or fence at the Property in order to rectify the Plans if later survey shows them to be incorrect as to the boundaries location of the buildings or any drive or accessway.

Restrictive covenants by the Transferee

The Transferee to the intent and so that this covenant shall be binding on the Property into whosoever hands the same may come covenants with the Transferor and also (subject to the power of the Transferor to release or vary as hereinafter contained) as a separate covenant with the Management Company and every other person who is now the owner of any part of the Remainder of the Development for the benefit of the Remainder of the Development that he and his successors in title will at all times hereafter observe and perform the restrictions stipulations and conditions set out below.

1. Not to use or permit or suffer to be used the Property or any part thereof for any trade profession or employment or for any purpose other than as a single private dwellinghouse in the occupation of one family and not to do permit or suffer on or to the Property anything which may be or become a nuisance annoyance or inconvenience to the Transferor or the owners or occupiers of any of the Other Units
2. Not to park on or otherwise obstruct any right of way hereby granted or reserved.
3. Not without the consent in writing of the Transferor and the Local Planning Authority first obtained to erect any wall gate fence or other means of enclosure nor to plant any hedge on or adjacent or near to any boundary of the Property with the Estate Roads on which the same abuts or on or adjacent or near to any side boundary thereof between the Estate Roads and the building line for the same as prescribed by the Local Authority but to keep and maintain only as lawns properly cultivated mown and trimmed or as an entrance driveway or paved path (as appropriate) such parts of the Property as lie between the Estate Roads and the said building line for the same.
4. Not to erect or suffer to be erected any building or structure whether of a permanent or temporary nature on any part of the Property nor to make or suffer to be made any alteration or addition in or to any building for the time being standing on the Property unless such erection alteration or addition be made in accordance with the requirements of the Local Authority under the Town and Country Planning Acts and Building Regulations for the time being in force and (during the period of five years from the date hereof) in accordance with plans elevations and specifications and of materials previously approved in writing by the Transferor whose fee of £50 plus VAT for the consideration of such matters shall be paid by the Transferee.
5. Not to park or permit to be parked any commercial vehicle caravan horsebox boat or trailer permanently or temporarily on any part of the Development (including the Estate Roads) or the Property
6. Not to build dismantle or repair any engine motor vehicle caravan horsebox boat or trailer or anything of a like nature upon any part of the Development (including the Estate Roads) or the Property provided that this stipulation shall not preclude the carrying out of minor repairs to a private motor car used solely for private purposes for a period not exceeding twenty four hours or temporary repair to enable a vehicle to be removed off the Development for repair.
7. Not to erect any structure nor place any object on the roof of any garage or carport at any time on the Property.

8. Not to erect any external television aerial or satellite dish on the Property.
9. Not to leave any dustbin or other refuse container on the Property so as to be visible from the road or footpath to which the same abuts or on the Remainder of the Development other than for collection by the refuse collection agency on the eve of or the date of collection.
10. Not to display any advertisement sign or notice on the Property so as to be visible from the road or footpath to which the same abuts (except notices relating to the sale or letting of the Property and house name and number plates) subject to clause 11 below.
11. Not at any time within a period of 2 years from the date hereof to erect any board or notice for the sale or letting of the Property in or on any part of the Property (including the dwellinghouse).
12. Not to keep any cloven hoofed animals poultry or pigeons nor to board or breed dogs or cats in or upon the Property.
13. Not to erect or permit to be erected any building or structure over any part of any Service Installation without the written consent of the appropriate Authority nor to obstruct access to such Service Installations on foot or with any necessary vehicles plant or equipment nor to do or suffer to be done anything whereby the cover of soil over or the support for the said Service Installations may be altered.
14. Not to park or permit any motor vehicle to be parked on any part of the Estate Roads and not to park any motor vehicle on any part of the Property (other than those parts of the Property currently laid out as car parking spaces or garages).
15. Not to carry out any repairs and/or servicing (or permit the carrying out of repairs and/or servicing) to motor vehicles on any part of the Property or the Development (other than a temporary repair to enable a vehicle to be removed off the Development for repair or as permitted under clause 6 above).
16. Not to bring (or permit to be brought) onto the Property or the Development any trailers commercial vehicles (including lorries cabs and vans) caravans or boats.
17. Not to do anything which would be a breach of the Planning Permission or the Section 106 Obligations.
18. Not to erect or permit to be erected any building or structure on or over land within three metres measured from either side of the centre line of any sewer running through the Property without the written consent of the Management Company nor to obstruct access by anyone to such sewer as aforesaid on foot or with any necessary vehicles plant or equipment nor to do or suffer to be done anything whereby the cover of soil over or the support for such sewer may be altered nor at any time to plant any trees or other deep rooting plants or shrubs on land within three metres from the centre line of such sewer but this covenant shall not prohibit the erection of boundary walls and fences approved by the Management Company lying across such sewer.
19. Not to transfer the Property or any part thereof without (1) first notifying the Management Company in writing of the intention to do so; and (2) simultaneously

requiring the relevant transferee to become a member of the Management Company and upon completion of such transfer to enter into a Deed of Covenant with the Management Company (in a form to be approved by the Management Company such approval not to be unreasonably withheld or delayed) to observe and perform the covenants on the part of the Transferee set out in this Transfer.

Positive Covenants by the Transferee with the Transferor and with the Management Company

The Transferee covenants with the Transferor and also (subject to the power of the Transferor to release or vary as hereinafter contained) as a separate covenant with the Management Company:

1. To maintain fences hedges or walls on the boundary or boundaries of the Property marked with an inwards "T" on Plan 1 in good and sufficient repair to the reasonable satisfaction of the Local Authority.

1. To keep the Property in good and substantial repair and the exterior of the same in good decorative order and to maintain in good order any landscaped areas within the Property and also in compliance with any requirement in relation to such landscaping contained in the Planning Permission.

2. Pursuant to paragraph 7 of "Rights reserved for the remainder of the Development" if so requested by the Transferor to enter into any Deed of Rectification or variations or Grants of Easement as the Transferor may require

Positive Covenants by the Transferee with the Management Company

1. In consideration of the covenant on the part of the Management Company hereinafter contained the Transferee hereby covenants with the Management Company:

1.1 On the 1st January and the 1st July in each year to pay on account of the Service Charge the Interim Payment in advance and

1.2 Upon receipt of the Account's Certificate (as hereafter defined) forthwith to pay to the Management Company the balance (if any) of the Service Charge mentioned therein after allowing for payments on account.

2. The Transferee hereby covenants with the Management Company that upon the transfer or grant of a lease of or the creation of a charge on the Property or upon the devolution of the legal estate therein howsoever arising the Transferee will give to the Management Company or its Solicitors notice in writing thereof with full registration of such particulars thereof and shall pay a reasonable fee but not less than £30.00 with VAT thereon for the notice and the Management Company covenants with the Transferee in the case of a transfer of the Property that upon receipt of such notice duly given as aforesaid and upon payment of any unpaid Service Charge and provided that the covenants on the part of the Transferee have been substantially complied with it shall give to the person lodging the same a certificate in accordance with clause 2 under the heading "Joint Applications".

3. The Transferee hereby covenants with the Management Company to comply with the rules from time to time made by the Management Company in connection with the running and management of the Common Parts and to ensure that any occupiers and/or lessees of the Property comply with such rules.

Covenants of the Management Company

In consideration of the covenants on the part of the Transferee herein before contained the Management Company hereby covenants with the Transferee that the Management Company will perform and observe the covenants and each of them set out under the heading "Obligations by the Management Company" hereto PROVIDED ALWAYS:

- 1 that the Management Company shall not be liable for any breach of the covenants contained in this transfer unless and until a notice in writing has been received by the Management Company specifying the breach and the Management Company has had a reasonable opportunity to remedy the same;
- 2 that the 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 in arrears or the Transferee is otherwise in substantial breach of the covenants on his part contained in this transfer.

Obligations of the Management Company

Subject to the due performance by the Transferee of his obligations to pay the Interim Payment and the Service Charge in manner herein provided the Management Company covenants:

- 1 To keep the Common Parts in good repair and condition and clean renew maintain replace repair and cultivate as appropriate in accordance with the principles of good estate management the Common Parts PROVIDED that the Management Company shall not be liable in respect of any breach of this covenant unless and until it shall have received notice of the want of repair and shall have failed to remedy the same within a reasonable period thereafter.
- 2 To keep the Common Parts properly lit as the Management Company in the interests of good estate management shall deem appropriate.
- 3 To pay all rates and other outgoings assessed or charges upon the Common Parts.
- 4 To effect insurance (i) in relation to damage to the kitchen garden wall within the Development and any other property within the Common Parts and (ii) against the liability of the Management Company to third parties against such risks and in such amount and through such insurers underwriters and through such agency as the Management Company shall in its absolute discretion think fit.
- 5 To make all payments necessary for effecting and maintaining such policy or policies of insurance within seven days after they become payable and to produce to the Transferee on demand (but not more than once in each year) the said policy or policies and the receipt for or other evidence of every such payment
- 6 In advance of (or as early as may be reasonable) in each Financial Year to determine and notify in writing to the Transferee (or procure that the Surveyor so determines and notifies) the amount of the Interim Payment PROVIDED that if in the

requiring the relevant transferee to become a member of the Management Company and upon completion of such transfer to enter into a Deed of Covenant with the Management Company (in a form to be approved by the Management Company such approval not to be unreasonably withheld or delayed) to observe and perform the covenants on the part of the Transferee set out in this Transfer.

Positive Covenants by the Transferee with the Transferor and with the Management Company

The Transferee covenants with the Transferor and also (subject to the power of the Transferor to release or vary as hereinafter contained) as a separate covenant with the Management Company:

1. To maintain fences hedges or walls on the boundary or boundaries of the Property marked with an inwards "T" on Plan 1 in good and sufficient repair to the reasonable satisfaction of the Local Authority.

1. To keep the Property in good and substantial repair and the exterior of the same in good decorative order and to maintain in good order any landscaped areas within the Property and also in compliance with any requirement in relation to such landscaping contained in the Planning Permission.

2. Pursuant to paragraph 7 of "Rights reserved for the remainder of the Development" if so requested by the Transferor to enter into any Deed of Rectification or variations or Grants of Easement as the Transferor may require

Positive Covenants by the Transferee with the Management Company

1. In consideration of the covenant on the part of the Management Company hereinafter contained the Transferee hereby covenants with the Management Company:

1.1 On the 1st January and the 1st July in each year to pay on account of the Service Charge the Interim Payment in advance and

1.2 Upon receipt of the Account's Certificate (as hereafter defined) forthwith to pay to the Management Company the balance (if any) of the Service Charge mentioned therein after allowing for payments on account.

2. The Transferee hereby covenants with the Management Company that upon the transfer or grant of a lease of or the creation of a charge on the Property or upon the devolution of the legal estate therein howsoever arising the Transferee will give to the Management Company or its Solicitors notice in writing thereof with full registration of such particulars thereof and shall pay a reasonable fee but not less than £30.00 with VAT thereon for the notice and the Management Company covenants with the Transferee in the case of a transfer of the Property that upon receipt of such notice duly given as aforesaid and upon payment of any unpaid Service Charge and provided that the covenants on the part of the Transferee have been substantially complied with it shall give to the person lodging the same a certificate in accordance with clause 2 under the heading "Joint Applications".

3. The Transferee hereby covenants with the Management Company to comply with the rules from time to time made by the Management Company in connection with the running and management of the Common Parts and to ensure that any occupiers and/or lessees of the Property comply with such rules.

Covenants of the Management Company

In consideration of the covenants on the part of the Transferee herein before contained the Management Company hereby covenants with the Transferee that the Management Company will perform and observe the covenants and each of them set out under the heading "Obligations by the Management Company" hereto PROVIDED ALWAYS:

- 1 that the Management Company shall not be liable for any breach of the covenants contained in this transfer unless and until a notice in writing has been received by the Management Company specifying the breach and the Management Company has had a reasonable opportunity to remedy the same;
- 2 that the 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 in arrears or the Transferee is otherwise in substantial breach of the covenants on his part contained in this transfer.

Obligations of the Management Company

Subject to the due performance by the Transferee of his obligations to pay the Interim Payment and the Service Charge in manner herein provided the Management Company covenants:

- 1 To keep the Common Parts in good repair and condition and clean renew maintain replace repair and cultivate as appropriate in accordance with the principles of good estate management the Common Parts PROVIDED that the Management Company shall not be liable in respect of any breach of this covenant unless and until it shall have received notice of the want of repair and shall have failed to remedy the same within a reasonable period thereafter.
- 2 To keep the Common Parts properly lit as the Management Company in the interests of good estate management shall deem appropriate.
- 3 To pay all rates and other outgoings assessed or charges upon the Common Parts.
- 4 To effect insurance (i) in relation to damage to the kitchen garden wall within the Development and any other property within the Common Parts and (ii) against the liability of the Management Company to third parties against such risks and in such amount and through such insurers underwriters and through such agency as the Management Company shall in its absolute discretion think fit.
- 5 To make all payments necessary for effecting and maintaining such policy or policies of insurance within seven days after they become payable and to produce to the Transferee on demand (but not more than once in each year) the said policy or policies and the receipt for or other evidence of every such payment
- 6 In advance of (or as early as may be reasonable) in each Financial Year to determine and notify in writing to the Transferee (or procure that the Surveyor so determines and notifies) the amount of the Interim Payment PROVIDED that if in the

opinion of the Surveyor the Interim Payment should continue the same as in the previous Financial Year no further notification need be given.

7 As soon as practicable on or after the end of each Financial Year to cause the amount of the Expenses for such year to be determined by an independent accountant (hereinafter called the "Accountant") who shall be a member of a body of accountants established in the United Kingdom and for the time being recognised by the Secretary of State for the purpose of the Companies Act 1985 to be appointed by the Management Company.

8 As soon as the Accountant shall have determined the amount of the Expenses for the relevant Financial Year to cause the Accountant to prepare a written statement containing a breakdown of the Expenses and specifying the Service Charge payable by the Transferee in accordance herewith (herein called "the Account's Certificate") which shall be conclusive and binding on the Management Company and the Transferee as regards all matters contained specified or certified therein (other than any question of law) to the extent permitted by statute.

9 To carry out such additional works and provide such additional services and to defray such other costs (including the modernisation or replacement of plant and machinery) as it may consider necessary or desirable to maintain the Development as a good class residential estate (such to include the Kitchen Garden Wall Works)

10 To hold any monies received from the Transferee from time to time by way of Service Charge and not actually expended by it or otherwise dealt with so as to be an allowable expense calculating the Management Company's Income Tax liability upon trust to expend them upon the matters in this clause hereinbefore mentioned and subject thereto upon trust for the Transferee absolutely.

The expenses incurred by the Management Company in carrying out its obligations under the heading "Obligations of the Management Company".

1. The costs of employing contractors to carry out any of the Management Company's obligations under this transfer or if any repairs redecorations renewals maintenance cultivation or cleaning are carried out by the Management Company itself its normal charges (including profit) in respect thereof.

2. The fees and disbursements paid to any surveyor or the Managing Agents employed by the Management Company in respect of the management of the Common Parts and the Kitchen Garden Wall Works, in connection with the collection of the Service Charge and in the administration and investment of the Service Charge.

3. The fees and disbursements paid to any accountant solicitor or other professional person in relation to the preparation auditing or certification of any account of the costs expenses outgoings and matters referred to in this Transfer and the collection of the Service Charge and like sums pursuant to other transfers or leases of Other Units.

4. All other expenses (if any) incurred by the Management Company in or about the maintenance and proper and convenient management and running of the Common Parts and the Kitchen Garden Wall Works and any interest paid on any money

borrowed by the Management Company to defray any expenses incurred by it and specified under this heading.

5. Any Value Added Tax or tax of a similar nature payable in respect of any costs expenses outgoings or matters falling within any clause under this heading.

6. Such sum as shall be estimated by the Managing Agents or if none the Management Company (whose decision shall be final) to provide a reserve to meet part or all of all sums or any of the costs, expenses, outgoings and matters mentioned in the foregoing paragraphs which the Managing Agents (or if none the Managing Company) anticipate will or may arise such calculation to have regard to the monies at any time standing to the credit of such reserve fund.

7. A reasonable sum for administrative expenses and where no Managing Agent is appointed management expenses to be retained by the Management Company PROVIDED THAT such sum may be determined from time to time by a chartered accountant to be appointed (on the application of the Management Company) by the President for the time being of the Institute of Chartered Accountants in England and Wales whose determination shall be final and binding on the parties hereto for the period stated in such determination or if none is stated until another such determination is made.

8. Paying any taxes which may be assessed or charged on the Service Charge.

9. Paying or making such provisions as the Management Company shall think fit for pensions annuity or retirement or disability benefits for staff on the termination of their employment.

10. Carrying out such repairs to any part of the Common Parts for which the Management Company may be responsible and supplying such other services for the benefit of the Transferee and the owners of Other Units and carrying out such improvements works or additions as the Management Company shall consider is necessary in the general interest of the Transferee and Other Units as more particularly described under the heading "Obligations of the Management Company".

The Management Company's power of investment

1. The Management Company shall have power in its discretion to invest all sums paid to it as hereinbefore provided and as provided by the like provisions contained in transfers or leases of Other Units 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) or local authority or in securities having a final redemption date not later than five years after the date of acquisition thereof issued by Her Majesty's Government in the United Kingdom or of any local or public authority or nationalised industry or undertaking in the United Kingdom or in building society stock or accounts.

2. The Management Company may at its discretion:

2.1 invest or permit to be invested such sums or any part thereof jointly with any other funds;

2.2 hold all or any part of such sums in the name of a nominee or nominees;

- 2.3 delegate within such investment policy or other limits as it thinks fit its powers of investment to any member or members of the London Stock Exchange and to remunerate such delegate or delegates.

Adjustment of Service Charge

If in the reasonable opinion of the Management Company the Transferee's liability hereunder to contribute towards the costs and expenses incurred by the Management Company in complying with its obligations hereunder shall be inequitable (having regard to the expenditure incurred or the premises in the Development or any other cause) the Management Company shall be at liberty in its discretion to adjust such liability to a fair and reasonable amount or proportion (to be certified by the Surveyor) and this procedure shall be repeated as often as circumstances require.

Covenants by the Transferor

For the benefit and protection of the Property or any part or parts thereof and so as to bind the remainder of the Development into whosoever hands the same may come the Transferor covenants with the Transferee and its successors in title that the Transferor and those deriving title under it will:

1. on completion of the sale of the last of the Other Units in its absolute discretion either grant to the Management Company for a premium of one pound (£1) a lease of at least 125 years or transfer for a consideration of one pound (£1) the Common Parts (to the extent that they are not adopted (or intended to be adopted) or comprised in the Other Units) and the rest of the Development (excluding those parts which have been sold to other purchasers or transferred to a provider of gas electricity or water but including those parts which have been let).
2. to carry out the initial works of landscaping the Development as required by and in accordance with the Planning Permission

Indemnity covenants by the Transferee

1. The Transferee covenants with the Transferor to observe and perform the covenants contained in the Register of Title Number LT342694 so far as they affect the Property and to indemnify the Transferor in respect of any costs claims demands and expenses arising from any breach thereof.
2. The Transferee covenants with the Management Company to pay to the Management Company on a full indemnity basis all costs incurred by the Management Company or its solicitors in enforcing payment of monies due from the Transferee under the terms of this Transfer.
3. The Transferee hereby covenants with the Transferor to indemnify the Transferor from all liabilities costs and expenses arising out of a breach or non-observance of the covenants on the part of the Transferee contained in this Transfer.

Disputes

In case at any time any dispute shall arise between the Management Company the Transferee or any other owners or occupiers for the time being of any other parts of

the Development relating to the Property or any part thereof or any other matters contained in this transfer relating to the Service Charge and the covenants on the part of the Transferee and/or the Management Company then such dispute shall be referred for the determination and award of a surveyor appointed by the Management Company whose determination and award shall be final and binding on the Transferee and any other parties to the dispute and such surveyor shall be entitled to require and be paid his proper fee in respect of each such reference such fee to be borne as the surveyor shall award.

Agreements and declarations

It is hereby agreed and declared as follows:

1. That the siting of the easements rights and privileges granted and reserved by this Transfer shall be ascertained and the exercise thereof shall commence on or before the expiration of eighty years from the 1 January 2003 (which period of eighty years shall be the perpetuity period applicable to this transfer).
2. That nothing herein contained shall be deemed to create or evidence a building scheme for the Development or any part or parts thereof and the Transferor shall be at liberty to sell or otherwise dispose of or deal with any part of the Development for the time being unsold for such purpose and upon and subject to or free from such covenants restrictions stipulations provisions or conditions as it shall in its absolute discretion determine and as regards all or any part of the Development which may already have been sold disposed of or dealt with the Transferor or any person or body to whom this right shall have been expressly assigned shall be at liberty without the necessity of obtaining the consent of the Transferee to release or vary all or any of the covenants restrictions stipulations provisions or conditions imposed by the Transferor on the occasion of that sale or other disposition thereof and further may in its absolute discretion alter vary or modify the plotting of the remainder of the Development or the direction of roads or paths and generally the arrangement of the remainder of the Development in such manner as it shall think fit provided that none of the powers on the part of the Transferor contained in this paragraph shall authorise any derogation from the rights expressly granted under the heading "Rights granted for the benefit of the Property".
3. That the Transferor shall not be liable to the Transferee in respect of any breaches of any of the covenants restrictions stipulations or conditions herein contained which may be committed at any time by the transferee of any other plot comprised in the Remainder of the Development and nothing herein contained shall render it obligatory on the Transferor to take proceedings to compel the enforcement of the same.
4. That the Transferee shall not raise any objection to the adoption by the Local Authority or any Statutory Undertaker of any drains or sewers laid or to be laid in or through the Property under the Public Health Act 1936 or otherwise and shall if necessary grant to the Local Authority or Statutory Undertaker such easements as it shall require in connection with the adoption of such drainage or sewerage system.
5. 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 neglect or default of the Management Company or of any agent contractor employee or licensee of the Management Company by reason of theft or otherwise from any part of the Common Parts or by reason of any defect or want of repair in the Common Parts or on any part thereof or in equipment provided thereon or the absence of lighting in or upon the Common Parts or any part thereof or from any other cause except insofar as any such liability may be covered by the Management Company under insurance effected by the Management Company pursuant to clause 4 under the heading "Obligations of the Management Company".

6. If any sums due to be paid by the Transferee under the terms of this transfer or any part thereof shall be unpaid 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 per cent (4%) per annum above the base rate (or its equivalent) from time to time of Barclays Bank PLC (but if such Bank shall cease to exist or shall not have a base rate or equivalent then at 14% per annum) 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 any other right of the Management Company in respect of non-payment of such sums.

7. Neither the Transferee nor the persons deriving title under the Transferee shall become entitled whether by implication prescription or otherwise to any right of light or air or other right or easement (except as herein contained) which would restrict or interfere with the free use by the Transferor of the remainder of the Development or any part or parts thereof for building or other purposes and the provisions of Section 62 of the Law of Property Act 1925 shall be excluded from this Transfer.

8. Such of any internal dividing walls as divide the Property and any of the Other Units shall be deemed to be party walls within the meaning of Section 38 of the Law of Property Act 1925 and shall be maintained accordingly.

Rights of Third Parties

A person who is not party to this Transfer has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Transfer but this does not affect any right or remedy of a third party which exists or is available apart from the Act or the provisions of this Transfer. The parties to this Transfer may rescind or vary this Transfer without the consent of any other person.

Joint applications

1. The parties hereby apply to the Chief Land Registrar to enter in the Register such of rights exceptions reservations covenants conditions and stipulations herein contained as are capable of registration.

2. 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:

"No disposition of the registered estate by the Proprietor of the registered estate is to be registered without a certificate signed on behalf of Coleorton Hall Management Company Limited (Company Registration Number: 04759922) by one of its Directors or its Secretary or Solicitors that the provisions of clause 19 under the heading



"Restrictive covenants by the Transferee" of the Transfer of the Property dated and made between (1) J S Bloor (Measham) Limited and (2) have been complied with".

14. *The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

EXECUTED as a DEED by)
J S BLOOR (MEASHAM) LIMITED)
acting by two of its directors or one)
director and its secretary)

Director.....

Director/Secretary.....

EXECUTED as a DEED by COLEORTON)
HALL MANAGEMENT)
COMPANY LTD)
acting by two of its directors or one)
director and its secretary)

Director.....

Director/Secretary.....

EXECUTED as a DEED by)
[] in the)
presence of)