

Land Registry

Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

	Title number(s) out of which the property is transferred: WSX31476
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 defined as being that part of the Estate known as Plots 83 and 84 together with the Dwellings erected thereon The property is identified ☒ on the attached plan and shown: EDGED RED ☐ on the title plan(s) of the above titles and shown:
4	Date: 23 March 2018

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

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Transferor:

CALA MANAGEMENT LIMITED whose Registered Office is at Adam House 5 Mid New Cultins Edinburgh EH11 4DU (Company Registration Number SC013655)

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:
SC013655

For overseas companies

(a) Territory of incorporation:

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

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Transferee for entry in the register:

SAXON WEALD HOMES LIMITED

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:
03847737

For overseas companies

(a) Territory of incorporation:

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

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

7	Transferee's intended address(es) for service for entry in the register: Saxon Weald House, 35-42 Worthing Road, Horsham RH12 1DT
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): One Hundred and Fifty Thousand Seven Hundred and Thirty Seven Pounds (£150,737) ☐ 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

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12. Additional provisions

Particulars and Definitions:-

"Accessways"

means the access roads and footpaths, parking forecourts, circulation areas or other ways intended to be used in common for access by the owners, tenants occupiers or users of the whole or specified parts of the Estate so as to provide access to and from the Property to the adopted highway

"Building Contract"

means the Build Agreement dated 21 December 2016 between (1) CALA Management Limited (2) CALA Group Limited and (3) Saxon Weald Homes Limited in respect of the works to construct the Dwellings on the Property

"Cluster"

means either Cluster 1, Cluster 2B, Cluster 3, Cluster 4 or Cluster 5 as defined in the Building Contract

"Conducting Media"

the sewers, drains, pipes, manholes and soakaways wires, cables, watercourses and conduits through which any services may be conducted and any associated pumping stations, inspection chambers, manholes or apparatus being in, under or over any part or parts of the Estate

"Communal Areas and Facilities"

the areas and facilities within or serving the Estate including (without limitation):

- (i) the Accessways
- (ii) the open spaces, ponds, play areas and any other communal grounds (including areas of soft and hard landscaping) located within the Estate
- (iii) any electric supply meters and kiosks associated with the communal areas
- (iv) any bollard lighting systems and associated installations
- (v) all Conducting Media serving the Estate until such media becomes adopted and maintainable by the Service Companies at public expense
- (vi) any visitor parking spaces
- (vii) all boundary structures or features within or enclosing the Estate (except in so far as they form part of and are the responsibility of any individual plot or of any property adjoining the Estate)
- (viii) any other facility or facilities which is not referred to in this Transfer but which is

designed or intended for the common use of the Transferee and other owners of Dwellings on the Estate

"Dwelling" means any individual unit of accommodation to be built on the Estate and the term "Dwellings" shall mean any one of them

"Estate" all that land at Roundstone Lane, Angmering, Littlehampton, Oxfordshire of which the Transferor is registered as proprietor at the date of this Transfer under the Estate Title Number, shown edged blue on the Plan

"Estate Layout Plan" the plan referred to in the Planning Permission showing the layout of all of the Estate once all of the development permitted by the Planning Permission has been completed

"Estate Title Number" WSX31476

"Excluded Rights" the exceptions and reservations specified in the Schedule 2

"Exempt Disposal"

- (a) any disposal to a service authority or utility company which acquires an interest in the Property in order to provide water gas, electricity communication services foul or service water disposal to or from the Property; or
- (b) any disposal or dedication of a highway or public open space pursuant to any statutory agreement; or
- (c) any disposal by way of charge; or
- (d) any disposal by way of a tenancy or lease of any Dwelling constructed on the Property for a term of less than 7 years

"Existing Rights" all rights covenants and restrictions affecting the Estate including the matters referred to at the date of this Transfer in the property and charges register of the Estate Title Number in so far as they affect the Property and are capable of being enforced

"Included Rights"	those rights specified in Schedule 1
"Interim Service Charge"	such sum to be paid on account of the Transferee's Contribution in respect of each Service Charge Year as the Management Company or its managing agents or accountants from time to time and at any time shall (acting reasonably) specify to be a fair and reasonable sum in accordance with Schedule 5
"Management Company"	means CRESSWELL PARK (ANGMERING) MANAGEMENT COMPANY LIMITED whose registered office is at Fisher House 84 Fisherton Street Salisbury SP2 7QY (Company Registration Number 10429305)
"Plan"	the plan annexed to this Transfer as 'Annexure 1'
"Planning Permission"	means the planning consent reference A/144/15/PL dated 2 June 2016 as may be varied from time to time
"Prescribed Rate"	4 per cent over the base rate of HSBC Bank PLC or any successor to the business of that bank subsisting at the date upon which any interest payable under this Transfer becomes due
"Section 106 Agreement"	means the agreement pursuant to s.106 of the Town and Country Planning Act 1990 dated 1 June 2016 made between (1) Arun District Council (2) West Sussex County Council and (3) CALA Management Limited as may be varied from time to time
"2015 Section 106 Agreement"	means the agreement pursuant to s.106 of the Town and Country Planning Act 1990 dated 10 February 2015 made between (1) Arun District Council (2) West Sussex County Council and (3) West End Property Investments LLP
"Service Charge Year"	every 12 monthly period ending 31 st December
"Service Charge Fund"	the monies from time to time in the hands of the Management Company including any accrued income for the benefit of the owners or occupiers of the Estate in respect of the maintenance of the matters referred to in Clause 7 and computed in accordance with Schedule 5

"Service Charge"	the total cost of the services and matters referred to in Clause 7 and computed in accordance with Schedule 5
"Service Companies"	the relevant drainage, gas, electricity, telecommunications and water supplier companies or authorities and cable companies (if any) being responsible for drainage and the supply of gas, electricity, water, cable (if any) telephone telecommunication and other services in the area in which the Estate is situated
"Transferee's Contribution"	1/246 th of the Service Charge per Dwelling forming part of the Property or such other fair and reasonable proportion of the Service Charge determined by virtue of Clause 9 and if any of the services to be maintained by the Management Company is shared with any other party then the proportion of the contribution towards such expenditure may be further adjusted so that the cost is shared fairly between all those enjoying the use of such facilities

NOW THIS DEED WITNESSETH as follows:-

1. IN this deed unless the context requires otherwise the various expressions set out in the Particulars shall have the meanings ascribed to them
- 2.1 IN CONSIDERATION of the sum hereinbefore mentioned now paid to the Transferor by the Transferee (the receipt of which sum the Transferor hereby acknowledges) the Transferor with full title guarantee HEREBY TRANSFERS to the Transferee the Property TOGETHER WITH AND SUBJECT TO the Existing Rights and TOGETHER WITH the Included Rights but EXCEPT AND RESERVED to the Transferor the Management Company and their successors in title grantees and owners and occupiers for the time being of any part or parts of the Estate not hereby transferred the Excluded Rights SUBJECT TO the covenants on the part of the Transferee, Transferor and Management Company referred to below
- 2.2 The Property is transferred with full title guarantee save that:
for the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions)

Act 1994 all entries in any public register are deemed to be within the actual knowledge of the Transferee

3. THE Management Company hereby joins in this Transfer for the purposes of giving the covenants referred to below
4. WITH the intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee HEREBY COVENANTS with the Transferor that the Transferee will observe and perform the covenants (if any) referred to in the registers of the Estate Title Number (in so far as they relate to the Property and remain capable of taking effect) and will indemnify the Transferor against all liability in respect of any breach thereof by the Transferee, but not so as to render the Transferee liable for any breach after he shall have parted with all interest in the Property
5. IT IS HEREBY AGREED AND DECLARED that:-
 - 5.1 the Transferee shall not by virtue of this Transfer (except as expressly granted) acquire or be entitled to any easement or right of light or air which would prejudice the free use or of any adjoining or neighbouring land belonging to the Transferor for building or other purposes (subject only to obtaining any planning permission necessary for such use or development) and that any enjoyment of light or air had by the Transferee from or over any adjoining or neighbouring land shall be deemed to be had by licence or consent and not as of right
 - 5.2 any wall separating the Property from any adjoining buildings erected on the Estate shall be deemed to be a party wall and shall be maintained and repaired accordingly
 - 5.3 the Property forms part of the Estate and the Transferor expressly reserves the right of making from time to time any alteration in the mode of laying out the Estate and in the number and area of the plots and type of buildings and open space land (if any) to be erected thereon **provided that** the Transferor shall obtain the consent of the Transferee to such alterations (such consent not to be unreasonably withheld or delayed where such alterations do not materially adversely affect the Transferee's liability under the

Transferee's Contribution)

- 5.4 the Transferor shall be entitled to withdraw release vary or abandon in favour of the owner or owners from time to time of any part of the Estate (including the Property) any of the covenants restrictions stipulations and conditions entered into or to be entered into **provided that** the Transferor's rights under this paragraph will not apply in respect of the land conveyed under this Transfer and **provided further that** the Transferor shall at all times act reasonably and in accordance with the principles of good estate management when exercising any of its rights under this paragraph
- 5.4 the Transferee shall not be entitled to any easement or quasi easement to which the Transferee might otherwise be entitled by reason of the adjoining or neighbouring property being in the ownership of the Transferor other than such rights and easements as are specifically granted by the **Schedule 1**
- 5.5 the expression "the Transferee" shall include the masculine the feminine the singular and the plural and where two or more persons are referred to by that expression all covenants and agreements made by or with them shall be deemed to be made by or with them jointly and severally
- 5.6 references in this Transfer:
- (a) to the 'Transferee' include the Transferee's successors in title the owners from time to time of the Property;
 - (b) to the 'Transferor' include its successors in title the owner from time to time of the Estate except where it is stated otherwise;
 - (c) to the Management Company include the Management Company's successors in title.
6. FOR the benefit and protection of the land comprised in the Estate (other than the Property) and each and every part and (so far as may be) so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the

Transferor the Management Company and also as a separate covenant with every other person who is now the owner of any part of the Estate that the Transferee will henceforth and at all times hereafter observe and perform the restrictions and stipulations set out in **Schedule 3** but not so as to render the Transferee personally liable in damages for any breach of a restrictive covenant after he shall have parted with all interest in the Property

7. THE Management Company hereby covenants with the Transferee and the other owners and occupiers of the Estate and as a separate covenant with the Transferor that subject to payment of the Transferee's Contribution and the respective contributions of the other owners and occupiers of the Estate in respect of the Service Charge Fund
 - 7.1 to oversee and manage the day to day running of the Estate including:
 - (a) maintaining and repairing (as necessary) the Communal Areas and Facilities
 - (b) maintaining adequate third party and public liability insurance in respect of the Communal Areas and Facilities and indemnifying the Transferor against all future claims and liabilities in respect thereof
 - (c) paying the costs of supplying electricity water drainage or any other services as may be required for the maintenance and running of the Communal Areas and Facilities
 - (d) paying all charges assessments any other outgoings payable in respect of the Communal Areas and Facilities or otherwise due in respect of the Estate as a whole as opposed to any individual Dwellings
 - 7.2 to take a transfer of the all or any part or parts of the property comprising the Communal Areas and Facilities for a nominal consideration when and if required by the Transferor the Management Company and the Transferor being responsible for their own legal costs and disbursements in relation to such a transfer
 - 7.3 to employ/contract on such terms and conditions as the Management Company shall think fit (acting reasonably and in accordance with the principles of good estate

management) one or more maintenance staff, gardeners or such other persons as the Management Company may from time to time consider necessary in order to perform its obligations under this Transfer

7.4 to accumulate such sum or sums from time to time as the Management Company or its managing agents shall (acting reasonably and in accordance with the principles of good estate management) consider desirable for the purpose of accumulating a reserve fund as a reasonable provision against the prospective costs expenses outgoings and other matters mentioned or referred to in this Clause or any of them

7.5 to pay all legal or other proper costs incurred by the Management Company

- (a) in the running and management of the Estate and the Management Company itself including without limitation preparing accounts and returns holding meetings and complying with all statutory requirements
- (b) in the enforcement of the covenants on the part of the Transferee and of the owners of the other parts of the Estate and the conditions and regulations contained in this Transfer and the transfers of each part of the Estate insofar as the costs of enforcement are not recovered from the owner in breach and
- (c) in making such applications and representations and taking such action as the Management Company shall reasonably think necessary (acting in accordance with the principles of good estate management) in respect of any notice or order or proposal for a notice or order served under any statute or order regulation or byelaw on the Transferee or the owners of any part of the Estate or all or any parts
- (d) by way of interest due on any money disbursed in providing the services of the Management Company prior to reimbursement
- (e) value added tax on any of the above items

7.6 to cause to be prepared annual dormant audited or certified accounts of any expenditure incurred in performing and observing the covenants on the part of the Management

Company contained in this Transfer

- 7.7 to indemnify and keep the Transferor indemnified in respect of any claims liabilities or demands relating to the Communal Areas and Facilities
- 7.8 upon receipt of the deed of covenant referred to in and subject to the Transferee complying with **paragraphs 18 and 19 of Schedule 3** of this Transfer the Management Company shall immediately validly execute and return such deed of covenant and procure the provision of its certificate referred to in clause 10 below
8. The Transferor and the Management Company hereby covenant with the Transferee and their successors in title and assigns to observe and perform their respective covenants set out in **Schedule 4**
9. IF in the reasonable and proper opinion of the Transferor or the surveyor appointed by the Management Company it should at any time become necessary or equitable to vary the Transferee's Contribution (whether as a result of changes to the Estate or a part or the matters specified in Clause 7) the Transferor or the surveyor shall recalculate the proportions as appropriate and equitable in all the circumstances and notify the owners of the properties on the Estate accordingly and in such cases as from the date of such notification the new proportion notified to the owners shall and all references to the proportion appropriate to the Property or to the Transferee's Contribution shall be construed as referring to the new proportion
10. EACH of the parties hereby apply to the Chief Land Registrar to enter a restriction in the proprietorship register of the title of the Property in the following terms: -

RESTRICTION

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of the registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Cresswell Park (Angmering) Management Company Limited (Company Registration No. 10429305) of Fisher House 84 Fisherton Street Salisbury SP2 7QY or a conveyancer that the provisions of paragraphs 18 and 19 of Schedule 3 to the Transfer dated { }

made between (1) CALA Management Limited and (2) Saxon Weald Homes Limited have been complied with or that they do not apply to the disposition"

11. THE Transferee and the Management Company each respectively acknowledge that the Transferor (acting reasonably and in accordance with the principles of good estate management) may establish such further maintenance funds and/or management companies as it deems appropriate in the course of developing and disposing of the Estate so as to ensure that the costs and expenses of the matters referred to in Clause 7 above are shared fairly between the owners and occupiers of the Dwellings erected on the Estate
12. THE Transferor and Transferee hereby grant the Management Company such rights as are reasonably necessary for it to carry out its obligations in this Transfer
13. THE Transferor and the Transferee hereby apply to the Registrar to enter in the Registers of their respective title interests in the Estate such of the said appurtenant rights exceptions reservations covenants conditions and stipulations as are capable of registration
14. UNLESS otherwise provided herein it is not intended by the parties to confer any benefit under this Deed on a third party nor allow the right of enforcement to such party of any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999
15. The Property will as a result of this Transfer be held by Saxon Weald Homes Limited a non- exempt charity and the restrictions on disposition imposed by section 117 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).
16. The Property will as a result of this Transfer be held by a private registered provider of social housing.

Rights granted for the benefit of the Property

SCHEDULE 1

The Included Rights

1. The right for the Transferee in common with the Transferor the Management Company

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

and all other persons who have or may have hereafter the like right:

- 1.1 to the free and uninterrupted right of passage and running of water soil gas electricity telecommunication and other normal domestic services into and through any Conducting Media serving the Property now constructed or to be constructed at any time in the future in or under the Estate or any part (until they are adopted and maintained at the public expense)
- 1.2 upon reasonable prior notice being given (save in the case of emergency) and with workmen materials and equipment if necessary to enter on to the adjoining parts of the Estate for the purposes of:-
 - (a) connecting to maintaining repairing renewing and inspecting the Conducting Media serving the Property and being in or under such adjoining parts of the Estate
 - (b) renewing repairing painting maintaining and inspecting any Dwelling garage or other structure which may be built on or in close proximity to the boundary line of the Property
 - (c) reading the electric and gas meters relevant to the Property built on or in close proximity to the boundary line of any adjoining propertythe Transferee making good all damage which may be done in the exercise of the rights specified in this sub-clause at his own cost and without unnecessary delay PROVIDED ALWAYS that none of the rights granted in limb (a) of this paragraph shall apply to or be exercised over any Conducting Media which is adopted by or vested in any of the Service Companies
2. A right of way at all times and for all usual and reasonable purposes connected with the use of the Property as private dwelling houses to pass and re-pass on foot by bicycle or with or without motor vehicles from and to the Property over and along the Accessways PROVIDED ALWAYS that such right shall be restricted to pedestrian rights over such parts as are not intended for vehicular use

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

3. The right (if necessary) for the foundations and other projections of the Dwelling or garage now erected or which may be erected on or under any parts of the Property to extend beyond the boundaries of the Property and to overhang or lie under any adjoining part or parts of the Estate
4. All rights of support and protection as are afforded to the Property by adjoining properties on the Estate as at the date of Practical Completion (as defined in the Building Contract) of the Property
5. The right at all times to the use and benefit of the Communal Areas and Facilities

Rights reserved for the benefit of other land

SCHEDULE 2

Rights Excepted and Reserved

1. The right for the Transferor the Management Company its agents or other owner or owners for the time being of the remainder of the Estate and (where appropriate) the relevant Local Authority and the Service Companies:-
 - 1.1 to the free and uninterrupted right of passage and running of water soil gas electricity telecommunication and other normal domestic services into and through any Conducting Media now constructed or to be constructed at any time in the future in or under the Property or any part with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using such Conducting Media the Transferor or other the person exercising any such right making good any damage caused
 - 1.2 to enter on the Property for the purposes of:-
 - (a) renewing repairing painting maintaining and inspecting any dwelling garage or other structure built on or in close proximity to the boundary line of the Property
 - (b) planting on the Property trees and/or shrubs in accordance with the requirements

of the Local Authority and thereafter as occasion may require for staking cultivating or replacing such trees and/or shrubs in accordance with the requirements of the Local Authority

- (c) reading the electric and gas meters relevant to any adjoining property built on or in close proximity to the boundary line of the Property

the Transferor or other person exercising any such right causing as little damage as possible and at its own cost and without delay making good any damage caused

2. All easements wayleaves licences rights and privileges granted or to be granted at any time in the future by the Transferor to any local authority or any of the Service Companies whose apparatus has been laid in on or under the Property and/or the remainder of the Estate (with the consent of the Transferee in connection with the services usually provided or maintained by them for the benefit and advantage of the Property and the Estate or any part) and the Transferee will if necessary (upon the reasonable request of and at the sole cost of the Transferor) and where the same do not materially interrupt the owners and occupiers use and occupation of the Property grant to the said local authority or Service Companies such easements as they shall require in connection with the provision and maintenance of these services **provided that** the Transferee has previously approved the terms of such a deed or document (such approval not to be unreasonably withheld or delayed)
3. All rights of support and protection as are afforded to the adjoining property on the Estate by the Property
4. The right (if necessary) for the foundations and other projections of Dwellings which may be erected on or under any adjoining part or parts of the Estate to extend beyond the boundaries and to overhang the Property of that part of the Estate and on or under the Property provided that such does not affect the value, use and occupation of the Property
5. There is reserved to the Transferor and the persons deriving title under it the right for a

period of 5 years from the date of this Transfer at all reasonable times by itself or with workmen and others to enter on the Property with ladders and appliances and also to erect maintain and take away scaffolding in order to carry out building operations on and repairs and alterations to adjoining property Provided That the Transferor or the persons deriving title under it: (i) shall only exercise its rights under this paragraph where it cannot carry out building operations on and repairs and alterations to adjoining property without access to the Property; (ii) shall give the Transferee a reasonable period of notice and consult with the Transferee prior to the exercise of these rights; (iii) shall be obliged to remove such scaffolding no later than 3 months after the first erection of the scaffolding; (iv) shall cause as little nuisance and inconvenience as possible; and (v) shall immediately make good any damage caused to the Property by the exercise of the rights under this paragraph

6. The right for the Transferor the Management Company its agents and employees upon giving reasonable prior notice to enter onto any uncovered parts of the Property (which for the avoidance of doubt shall not include any Dwellings and any related curtilages) to comply with the terms of the Planning Permission the person or persons entering creating as little disturbance as possible and as soon as possible making good any damage caused to the reasonable satisfaction of the Transferee
7. The right for the Transferor the Management Company its agents and employees to enter upon the Property (which shall not include any Dwellings and any related curtilages) if necessary for the purposes of complying with their obligations as set out in this Transfer and to carry out the Transferees obligations in respect of maintenance and repair if the Transferee fails to comply with the same and the reasonable costs incurred in doing so will be recoverable by the Transferor and/or the Management Company from the Transferee as a debt
8. Full and free right liberty power and authority to and for the Transferor the Management Company or any person or persons authorised by it at any time

(subject to any restrictions created by statute or international convention) to take external photographs films videos paintings sketches or other types of image record of the Property and any buildings thereon (whether or not in their original state) and to use the same for any merchandising marketing advertising or commercial use and there is further reserved to the Transferor or any person or persons authorised by it as aforesaid the non exclusive copyright, neighbouring rights and other rights created by the Copyright Designs and Patents Act 1988 (as amended from time to time) and all rights subsequently created for common application throughout the world as may now or at any time in the future exist in rights to record images of the Property and any buildings thereon (whether or not in their original state).

Include words
of covenant.

SCHEDULE 3

Part A (Restrictive covenants imposed on the Transferee)

1. Not to use the Dwellings erected on the Property other than as single private residences in the occupation of one household with necessary offices garages and conveniences and any part of the Property not built upon shall be maintained exclusively as private garden ground Provided That incidental use for work by a professional person working from home shall not be a breach of this covenant
2. Not to do or permit or suffer to be done anything on or about the Estate or the Property or buildings now or hereafter constructed thereon which shall or may be or grow to be an annoyance nuisance or disturbance to the Transferor the Management Company or the owners or occupiers of any other property on the Estate
3. Not within 5 years of the date of this Transfer to erect or place or suffer to be erected or placed upon any part of the Property any outbuilding shed or hut (except for a garden shed or hut of reasonable size and proportions not exceeding 2.5 metres in height in the rear garden of the Property) nor to make any addition or structural alterations to any

building now or hereafter erected on the Property unless:

- (a) The permission of the local planning authority has been obtained and
 - (b) the plans and necessary specifications shall first have been submitted to and approved by the Transferor in writing (such approval not to be unreasonably withheld or delayed) and the Transferor's reasonable and proper professional fee shall first have been paid in respect of this approval
-
- 4. Not to erect plant or construct any boundary wall hedge fence or other structure in or on the boundaries of the front garden of the Property or so as to obstruct any sight lines other than those erected by the Transferor as part of the approved layout of the Estate or as approved by the Transferor (such consent not to be unreasonably withheld or delayed)
 - 5. Not to keep any poultry or other livestock (other than domestic pets) on any part of the Property
 - 6. Not to park any motor vehicle on or otherwise obstruct the Accessways or the Communal Areas and Facilities (provided that this shall not prevent use of any visitor parking spaces by the Transferee or by legitimate temporary visitors to the Estate on a first-come first-served basis)
 - 7. Not to park or allow to be parked any trailer horse box boat caravan or any house on wheels motor caravans nor any lorries or vans on any part of the Property and not to park any other commercial vehicle (other than a van not exceeding 2500kg gross unladen weight) on any part of the Property other than in any garage constructed thereon
 - 8. Not to contravene the terms and conditions of any planning permission relating to the Property (which for the avoidance of doubt shall include the Planning Permission)
 - 9.
 - a) Not to erect or cause to be erected upon the exterior of the Property any radio

television or other aerial or apparatus for receiving radio television or other telecommunication signals and not to cause or permit any such aerial or apparatus wholly or in part to project from the interior of the Property

- b) Not to erect or install or allow to be erected or installed on any part of the Property a satellite dish unless it is of a standard size for national domestic coverage and is erected on the side or rear of the Property so as not to be visually obtrusive to any other owners or occupiers of the Estate

10. To store all bins and refuse in the designated storage areas within the Property and so as not to be visible at the front of the Property

11. Not to display any painted written or printed hoarding signboard or advertisement whatsoever on any part of the Property or upon any wall or fence erected thereon save that a single 'For Sale' or 'To Let' sign may be erected on the Property

12. The Transferee hereby covenants with the Transferor and as a separate covenant with any Service Companies:

- a) not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings fences walls or other erections within one and one half metres either side of the route of any Conducting Media or of any building adjoining the Property (Provided That the approved layout of the Estate as shown on the Plan shall not be a breach of this covenant)
- b) not to do or cause or permit to be done anything calculated or likely to cause damage or injury to or prevent access to any Conducting Media and to take all reasonable precautions to prevent such damage or injury

13. Not to plant shrubs or trees of any description erect trellis or construct a rockery or garden flower bed or place or store garden rubbish or incinerate rubbish against the side wall of any adjoining property which forms part of the boundary of the Property (if any)

14. Not to carry out any additional landscaping (with the exception of planting) or lighting works to the front of the Property other than sensor security lighting to paths and

garages on the Property

15. Not at any time to use the front gardens included with the Property for any of the following purposes:-
- a) hanging out washing;
 - b) storage of furniture, toys or any other items;
 - c) the erection of children's swings and/or other like structures
16. Not to remove the plaque or road name (if any) set in the elevation of the Property

Part B
(Positive covenants imposed on the Transferee)

17. Upon reasonable request to enter into (at the sole cost of the Transferor) any easement wayleaves licences rights and privileges (which documents must first be approved by the Transferee such consent not to be unreasonably withheld or delayed) required to be granted by the Transferor to the local authority or any of the Service Companies whose apparatus has been laid in on or under the Property and the remainder of the Estate with the consent of the Transferor in connection with the services usually provided or maintained by them for the benefit and advantage of the Property and the Estate or any part
18. Not to dispose of the Property or any part of it save by way of an Exempt Disposal without:-
- a) paying any outstanding sums properly due from the Transferee to the Management Company by way of the Transferee's Contribution; and
 - b) simultaneously requiring the relevant transferee to apply to become a member of the Management Company and upon completion of such transfer the relevant transferee shall execute a deed of covenant to observe the covenants contained in this Schedule in the form set out in Schedule 6
19. Within one month after every transfer or lease to which paragraph 18 applies to give

notice in writing to the Management Company or its agents (as may from time to time be required) giving details of the transferee and providing the original signed deed of covenant referred to in paragraph 18(b) for execution by the Management Company and if required to pay a reasonable registration fee which shall not be more than £100 plus VAT

20. To pay within 14 days of demand to the Management Company the Interim Service Charge which shall be determined by the Management Company, its managing agent or accountant acting as an expert (and not as an arbitrator) as soon as reasonably possible after the expiry of each Service Charge Year AND FURTHER on the 1st January in each Service Charge Year or within 21 days of the Management Company requiring payment of the same to pay in advance and on account of the Transferee's liability under this paragraph the Interim Service Charge PROVIDED THAT the first such payment to be paid by the Transferee on account of the Interim Service Charge shall not be paid in relation to each Cluster until 14 days after written demand following the date of Practical Completion (as defined in the Building Contract) of the relevant Cluster of Works (as defined in the Building Contract) pursuant to the Building Contract (but excluding for the avoidance of doubt any works relating to the rectifications of defects) PROVIDED FURTHER THAT upon the Management Company's managing agents' or accountants' certificate being given the Transferee shall pay to the Management Company any shortfall between the Interim Service Charge and the Transferee's Contribution so certified and likewise the Transferee shall be credited with any excess PROVIDED FURTHER THAT the Transferee shall pay interest at the Prescribed Rate on any part of the payments due under this paragraph which remain unpaid for 14 days after becoming payable
21. To maintain good and sufficient boundary walls or fences along the boundaries of the Property and where brick walls (if any) have been erected along such boundaries to always maintain a brick wall along such boundaries of the Property

Include words
of covenant

22. To maintain in a proper manner the front gardens comprised within the Property including the driveway using for the repair of the driveway materials of a similar nature to those used for its construction
23. To maintain to the satisfaction of the relevant local authority all landscaping work (including trees planted pursuant thereto or already in existence) carried out by the Transferor on the Property and which is not the continuing responsibility of the Transferor pursuant to the Planning Permission
24. To observe the rules and regulations notified to the Transferee from time to time in writing and imposed by the Management Company (acting reasonably and in accordance with the principles of good estate management) in relation to the Estate
25. Subject to receipt of reasonable prior written notice and only insofar as is strictly necessary for the Management Company in order for it to comply with its obligations in this Transfer to allow the Management Company and its authorised agents access to any unbuilt parts of the Property in order for it comply with its obligations in this Transfer

SCHEDULE 4 **Transferor Covenants**

Part A

(Restrictive covenants imposed on the Transferor)

1. Not to use any Dwellings erected on the remainder of the Estate other than as single residences in the occupation of one household with necessary offices garages and conveniences Provided That incidental use for work by a professional person working from home shall not be a breach of this covenant
2. Not to do or permit or suffer to be done anything on or about the Estate or the buildings now or hereafter constructed thereon which shall or may be or grow to be an annoyance nuisance or disturbance to the Transferee or the owners or occupiers of any other property on the Property Provided That any works carried out in accordance with the Building Contract shall not constitute a breach of this paragraph

Part B

Positive covenants imposed on the Transferor and the Management Company

1. THE Transferor hereby covenants with the Transferee:-

- a) To procure that substantially similar covenants imposed on the Transferee under Part A and Part B of Schedule 3 are replicated in any disposition (to include a transfer or a lease) of the remainder of the whole or any parts of the Estate
- b) At no cost to the Transferee to enforce the covenants referred to in paragraph a) (to include a transfer or a lease) above in any disposition of the whole or any parts of the Estate
- c) Not to allow cause or permit any steps to be taken that could give rise to costs claims expenses losses or liabilities being incurred by the Transferee or their successors in title pursuant to the 2015 Section 106 Agreement
- d) To indemnify the Transferee and their successors in title against all costs claims expenses losses and liabilities whatsoever arising from the 2015 Section 106 Agreement
- e) to comply with the Planning Permission and the Section 106 Agreement (save insofar as either relate to the occupation of affordable housing) and to indemnify the Transferee and their successors in title against all costs claims demands and liability incurred or sustained by the Transferee and/or their successors in title as a result of the non-observance or non-performance by the Transferor of its obligations thereunder or in respect of paragraph (c) above
- f) to construct the Accessways to adoptable standard as soon as reasonably practicable and in accordance with the Planning Permission
- g) to construct all of the Conducting Media on the whole of the Estate (which Conducting Media are identified on the Estate Layout Plans) to adoptable standard as soon as reasonably practicable and in accordance with the Planning Permission
- h) not to transfer or dispose (which shall include a charge) of all or any part of the Communal Areas and Facilities without simultaneously with such transfer or disposal requiring the transferee disponent or chargee to enter into a deed of covenant with the Transferee to comply with the provisions of this Schedule and clause 7

- i) where prior to the transfer of the freehold of the Communal Areas and Facilities to the Management Company the Management Company is in persistent breach of its obligations in this Transfer that the Transferor will observe and perform the obligations on the part of the Management Company in this Transfer

2. The Management Company covenants with the Transferee that the Management Company, its successor in title or assignees shall provide a satisfactory certificate in accordance with the requirements of the restriction referred to in Clause 10 at its own cost to enable the registration of a transfer or lease (which is not an Exempt Disposal) at the Land Registry immediately on receipt of a deed of covenant referred to in paragraph 18(b) of Schedule 3 properly executed by the person to whom the transfer is being made and shall validly execute and return such deed of covenant acting in its capacity as the Management Company

Insert here
any required
or permitted
statements,
certificates or
applications
and any
agreed
declarations
and so on.

SCHEDULE 5

Computation of Service Charge in respect of the Service Charge Fund

1. (Other than the Interim Service Charge for the first Service Charge Year which Interim Service Charge shall be computed at the appropriate time) the Interim Service Charge in respect of each Service Charge Year shall be computed not later than the beginning of the month immediately preceding the commencement of the Service Charge Year Provided That the Interim Service Charge shall not become payable by the Transferee in respect of each Cluster until Practical Completion (as defined in the Building Contract) of the relevant Cluster of Works (as defined in the Building Contract) has taken place pursuant to the Building Contract
2. The Interim Service Charge in respect of each Service Charge Year shall include:
- a) the whole of the expenditure estimated as likely to be incurred in the Service Charge Year by the Management Company for the purposes mentioned in Clause 7 of this Transfer; and
 - b) an appropriate amount as a reserve for or towards those of the matters

mentioned in Clause 7 of this Transfer as are likely to give rise to expenditure after such Service Charge Year

3. Such sums calculated by paragraph 2 shall be reduced by any unexpended sums already collected for the Service Charge Year
4. After the end of the Service Charge Year the Management Company shall determine the amount (if any) by which the Interim Service Charge shall have exceeded or fallen short of the actual expenditure in the Service Charge Year and shall provide to the Transferee an account of the relevant matters referred to in this Schedule and the Transferee shall on receipt pay to the Management Company the Transferee's Contribution towards any shortfall with any excess being credited toward the forthcoming Service Charge Year

SCHEDULE 6

(Terms of Deed of Covenant)

"I/WE { } of { } ("the Transferee") as the transferee of the land and premises ("the Premises") known as { } pursuant to a transfer of even date and executed contemporaneously with this Deed HEREBY COVENANT with [MANCO] ("the Company") pursuant to the terms of the transfer dated the { } day of { } 20{ } ("the Principal Deed") made between CALA MANAGEMENT LIMITED (1) Saxon Weald Homes Limited (2) and (3) Cresswell Park (Angmering) Management Company Limited at all times to observe and perform the covenants on the part of the Transferee contained in the Principal Deed in relation to the Premises and the Company covenants with the Transferee at all times to observe and perform the covenants on the part of the management company contained in the Principal Deed

IN WITNESS whereof the parties have executed this Deed the day and year first before written"

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

SIGNED AS A DEED by

(Signature)

(Name IN BLOCK CAPITALS)

as attorney for
CALA MANAGEMENT LIMITED
in the presence of:

Signature of Witness

SIGNED AS A DEED by

(Signature)

(Name IN BLOCK CAPITALS)

as attorney for
CALA MANAGEMENT LIMITED
in the presence of:

Signature of Witness

EXECUTED AS A DEED by
**CRESSWELL PARK (ANGMERING) MANAGEMENT
COMPANY LIMITED**
acting by:-

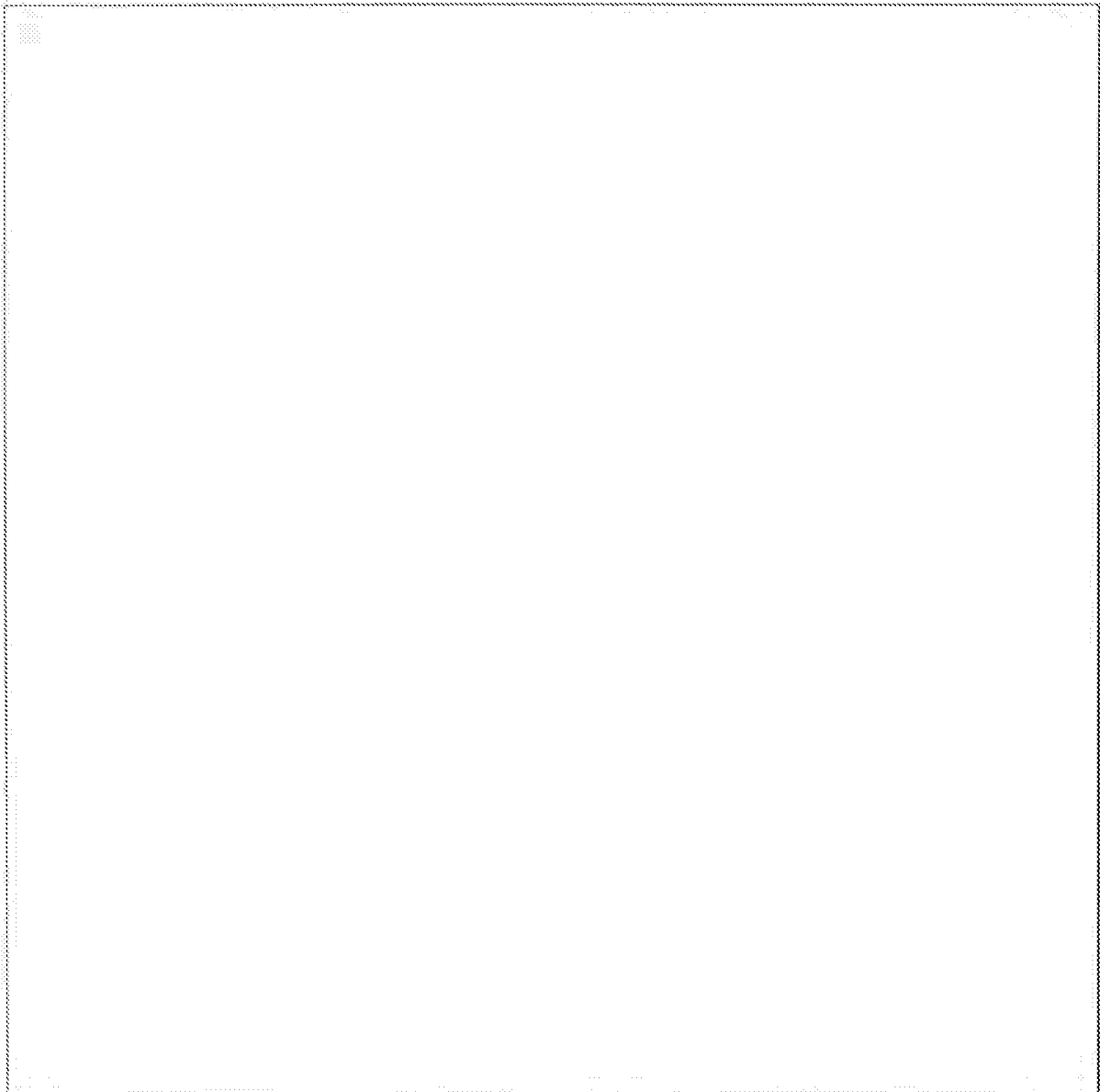
Director

Director/Secretary

EXECUTED AS A DEED by affixing the
COMMON SEAL of
SAXON WEALD HOMES LIMITED
in the presence of:

Authorised Signatory

Authorised Signatory



WARNING

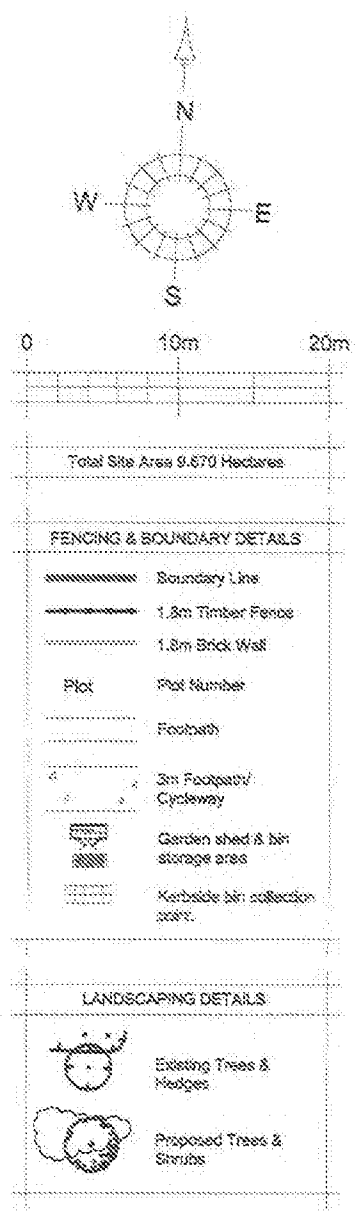
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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.

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**ANNEXURE 1
THE PLAN**



Handwritten signature: *Handwritten signature*



OSP
ARCHITECTURE

Cluster 2a Transfer Plan
West End Nursery Site, Angmering
15035 / SK30B
Scale 1:1000 @ A0 November 2016

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