

1	Title number(s) out of which the property is transferred: WSX359878
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property Barnham West Sussex PO22 0 The property is identified on the attached plan and shown edged red
4	Date:
5	Transferor: CROUDACE HOMES LIMITED Co. Regn. No. 813521
6	Transferee for entry in the register:
7	Transferee's intended address(es) for service for entry in the register: Barnham West Sussex PO22 0
8	The transferor transfers the property to the transferee
9	Consideration: The transferor has received from the transferee for the property the sum of POUNDS (£ .00)
10	The transferor transfers with full title guarantee
11	Declaration of trust: The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:

12 Additional Provisions

12.1 Definitions and interpretation

In this transfer

12.1.1 the following expressions shall unless the context otherwise requires have the meanings set against them:

"Open Space Land"	the land to be provided as open space land in accordance with paragraph 4 of the First Schedule to the Unilateral Undertaking
"the Estate"	the Transferor's estate lying to the south of Halliford Drive, Barnham, Bognor Regis being all of the land in respect of which the Transferor is or was registered as proprietor under the title number(s) referred to in panel 1
"Estate Services and Estate Costs"	shall mean respectively the services and costs set out in the Second Schedule
"Estate Charge"	shall mean the Estate Charge Proportion of the Estate Costs or estimate thereof payable in accordance with Part 3 of the Second Schedule
"the Estate Charge Proportion"	shall mean one seventy fifth part of the Estate Costs referred to in Part 2 of the Second Schedule
"the Estate Roads and Footpaths"	the roads and footpaths together with any verges street lighting and ancillary work which have been or are to be constructed on or serving the Estate
"the Estate Sewers"	the foul and surface water sewers together with any manholes ventilating shafts pumps soakaways watercourses and other accessories thereto belonging which have been or are to be constructed on the Estate
"a Group Company"	a company that is a member of the same group as the Transferor within the meaning of Section 42 of the Landlord and Tenant Act 1954
"the Handover Date"	the date of resignation of all directors the Management Company by those persons who are representatives of the Transferor
"the Land Adjoining the Estate"	the land adjoining or adjacent to the Estate including any such land now or formerly owned by a Group Company or which may be acquired by a Group Company now or in the future
"the Management Company"	Arun Place Management Company Limited [(Company Number 9385920)]
"the Plan"	the plan annexed hereto
"the Unilateral Undertaking"	the Unilateral Undertaking pursuant to the provisions of Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 dated 7 th December 2011 given by (1) Seaward Properties Limited Chartergrove Developments Raymond Taylor Reginald Taylor Patricia Betty Bidwell and (2) Seaward Properties Limited to Arun District Council and West Sussex County Council or any variation thereto
"the Services"	foul and surface water drainage water gas electricity telephone television and other appropriate services and supplies
"Service Conduits"	gutters downpipes sewers drains pumping stations ditches manholes soakaways permeable paving and watercourses and gas water electricity telephone and television pipes wires and cables and all other conducting media and all apparatus appertaining thereto
"the Statutory Undertakers"	all persons bodies or organisations authorised under any enactment to undertake the provision of the Services or any of them

12.1.2 Words importing one gender shall be construed as importing any other gender

12.1.3 Words importing the singular shall be construed as importing the plural and vice versa

12.1.4 References to any clause or sub-clause without further designation shall be construed as references to the clause or sub-clause of this Transfer so numbered

12.1.5 The clause headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation

12.2 Rights granted for the benefit of the property

The Property is transferred together with the following rights:

12.2.1 the free and uninterrupted passage and running of the Services through and along and (in the case of soakaways and permeable paving) the right to discharge surface water into the Service Conduits which are now or may in the future be on under or over the other parts of the Estate (insofar as the same serve the Property) jointly or in common with the Transferor and all other person or persons who are now or may hereafter be entitled to connect with or to use the same or any of them the Transferee or his successors in title bearing paying and contributing together with such other persons a fair proportion according to the extent to which their respective properties are served thereby of the cost of repairing maintaining renewing adjusting altering and cleansing such Service Conduits and a right of entry (in case of necessity) on to the other parts of the Estate for the purpose of repairing maintaining renewing adjusting altering and cleansing such Service Conduits (the Transferee or his successors in title making good forthwith at his or their own expense any damage occasioned by such entry)

12.2.2 the right for the Transferee and his successors in title the owner or owners for the time being of the Property and all persons authorised by him or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property in common with the Transferor and all other persons to whom a like right has been or may hereafter be granted to pass and repass over and along the Estate Roads and Footpaths with or without vehicles (as appropriate) together with a similar right at ground floor level only over all parts of the Open Space Land forming roads and footpaths (and not hereby transferred) *together with a similar right at ground floor level only over the land shown coloured purple on the Plan (and not hereby transferred) the Transferee or his successors in title bearing paying and contributing together with such other persons who are now or may hereafter be entitled to use such right a fair proportion according to the extent of the user thereof of the cost of repairing and maintaining the said land shown coloured purple*

~~Delete * to * where no land coloured purple~~

12.2.3 the right for the Transferee and his successors in title and all persons authorised by him or them at all reasonable times to enter upon the adjoining land included in the Estate for the purposes of inspecting repairing maintaining painting and rebuilding or carrying out any other works to any building erected next to the boundary on the Property (the person exercising such right making good forthwith at his own expense any damage caused thereby)

12.2.4 the right to retain in place any parts of the buildings erected on the Property (including any gutters spouts downpipes boundary walls and fences belonging thereto) which overhang or protrude into the adjoining land included in the Estate

12.2.5 the benefit in common with the Transferor and all others entitled thereto of the covenants restrictions and stipulations contained or to be contained in the transfers of the other plots on the Estate which are to be sold freehold

12.2.6 the right to support for the walls and buildings on the Property

12.2.7 the right to use for the purposes of recreation those parts of the Open Space Land laid out for that purpose (together with the right to pass and repass over and along the accessways leading thereto) and a right of way to pass and repass over and along the roads (with or without vehicles) and on foot only over footpaths on the Open Space Land

12.2.8 the right in common with the Transferor and all other persons to whom a like right has been or may hereafter be granted to use the visitor parking spaces on the Estate (together with the right to pass and repass over and along the accessways leading thereto) for the parking of a private motor vehicle

PROVIDED ALWAYS that none of the rights granted in this clause 12.2 shall apply to or be exercised over any electricity substation site or sites or gas governor kiosk or kiosks included in the Estate

12.3 Rights reserved for the benefit of other land

There are excepted and reserved out of the Property for the benefit of (a) the remainder of the Estate other than the Property or any part or parts thereof and (b) any part or parts of the Land Adjoining the Estate now or formerly owned by the Transferor or which may be acquired by the Transferor in the future and (c) any part or parts of the Land Adjoining the Estate with any buildings erected or to be erected thereon for the benefit of which a like right has been or may in the future have been granted by the Transferor or its successors in title and (d) the undertakings of the local authority the highway authority and the Statutory Undertakers and (e) the Management Company the following rights:

12.3.1 the right to enter upon the Property at all reasonable times and on reasonable notice (save in case of

emergency) with or without workmen materials and appliances and to construct or lay on over or under the same Service Conduits to serve the other parts of the Estate and the Land Adjoining the Estate either alone or jointly or in common with the Property (the person exercising such right making good forthwith any damage caused thereby)

12.3.2 the free and uninterrupted passage and running of the Services through and along and (in the case of soakaways and permeable paving) the right to discharge surface water into the Service Conduits which are now or may in the future be through on over or under the Property either alone or in common or jointly as aforesaid (the Transferor or other persons as aforesaid bearing paying and contributing together with the Transferee or his successors in title a fair proportion of the cost of repairing maintaining renewing adjusting altering and cleansing such Service Conduits according to the extent to which their respective properties are served thereby) and the right to enter upon the Property with or without workmen materials and appliances for the purpose of connecting to inspecting repairing maintaining renewing adjusting altering and cleansing such Service Conduits (the Transferor or other person or persons as aforesaid making good forthwith at their own expense any damage occasioned by such entry)

12.3.3 the right at ground floor level only at all times and for all reasonable purposes connection with the use and enjoyment of any part of the Estate capable of being benefited in common with the Transferee or his successors in title to pass and repass over and along such part of the Property as is shown coloured purple on the Plan (the Transferor or other persons as aforesaid bearing paying and contributing together with the Transferee or his successors in title a fair proportion according to the extent to which they use such right of the cost of repairing and maintaining the said land shown coloured purple)

~~Delete * to * where no land coloured purple~~

12.3.5 the right in connection with the development of the Estate or the Land Adjoining the Estate to enter upon the Property at all reasonable times for the purpose of erecting any building which is to be erected next to the boundary on the adjoining land included in the Estate or the Land Adjoining the Estate and for such purpose to erect scaffolding on the Property (the person exercising such right making good forthwith at his own expense any damage caused thereby)

12.3.6 the right to enter upon the Property at all reasonable times for the purpose of repairing maintaining painting rebuilding or carrying out any other works to any building erected next to the boundary on the adjoining land (the person exercising such right making good forthwith at his own expense any damage caused thereby)

12.3.7 the right to retain in place any parts of the buildings erected on the adjoining land (including any gutters spouts downpipes boundary walls and fences belonging thereto) which overhang or protrude into the Property

12.3.8 full and free right of access of light and air to any building erected or to be erected on the Estate or on the Land Adjoining the Estate or on any part of either of them notwithstanding that the same may restrict or interfere with the free user of the Property

12.3.9 the right to enter upon the Property and erect thereon or affix to any building thereon and thereafter maintain repair and renew a street nameplate in a position nominated by the local authority (the person exercising such right making good forthwith any damage caused thereby)

12.3.10 the right to enter upon the Property and excavate and plant or sow and replace any seeds bulbs shrubs and trees therein in accordance with the scheme of landscaping of the Transferor agreed with the local authority (the person exercising such right making good forthwith any damage caused thereby)

12.3.11 the right to enter upon the Property at all reasonable times for the purpose of reading any meter belonging to any building erected next to the boundary on the adjoining land and measuring the supply of gas water electricity or other service to such building

12.3.12 the right to support for walls and buildings erected or to be erected in the future on other parts of the Estate

12.3.13 the right to enter upon the Property to maintain the Open Space Land

12.4 Transferee's Covenants

12.4.1 THE Transferee for itself and its successors in title hereby covenants with the Transferor the Management Company and their respective successors in title and also as a separate covenant with every other person who is now the owner of any part of the Estate or of any part of the Land Adjoining the Estate and so as to bind the Property into whosoever hands the same may come and to benefit and protect the remainder of the Estate and any part or parts thereof and the Land Adjoining the Estate and any part or parts thereof that the Transferee will observe and perform the covenants set out in the First Schedule

12.4.2 The Transferee covenants with the Management Company that the Transferee and its successors in title will

12.4.2.1 pay the Estate Charge in the manner set out in Part 3 of the Second Schedule

12.4.2.2 not transfer or otherwise dispose of the Property or any part of it other than by way of charge except to a person who has entered into a deed of covenant with the Management Company in the form set out in the Third

Schedule at the cost of the Transferee to observe and perform the covenants and stipulations on the part of the Transferee in this Transfer

12.4.2.3 Not dispose (other than by way of mortgage or assured shorthold tenancy) of the Property unless the disponee has either become a member of the Management Company or has made a written application to the Management Company to become a member

12.4.3 The parties apply to the Registrar for the entry on the Proprietorship Register of the title to the Property the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Arun Place Management Company Limited (Company Registration No. 9385920) of 94 Park Lane Croydon Surrey CR0 1JB that the provisions of paragraph 12.4.2.2 of the transfer dated and made between (1) Croudace Homes Limited and (2) have been complied with"

12.5 Indemnity Covenant

The Transferee for itself and its successors in title hereby covenants with the Transferor and its successors in title with the object and intent of affording the Transferor a full and sufficient indemnity but not further or otherwise that the Transferee will observe and perform the covenants stipulations and other provisions contained or referred to in the Registers of the title number referred to in panel 1 so far as the same are still subsisting and capable of taking effect and affect the Property and will keep the Transferor and its successors in title fully and effectually indemnified against all actions costs claims demands and liabilities whatsoever in respect thereof

12.6 Transferor's covenants

THE Transferor hereby covenants with the Transferee and his successors in title the owner or owners of the Property:-

12.6.1 That it will construct or cause to be constructed so much of the Estate Roads and Footpaths shown on the Plan as abut on the Property and the Service Conduits serving the or intending to serve the Property (and so that the Service Conduits shall be connected to the Property and ready for the passage of services through them)

12.6.2 That until the Handover Date it will observe and perform the obligations of the Management Company set out in clause 12.7

12.6.3 The Transferor hereby covenants with the Transferee and his successors in title the owner or owners of the Property and separately with the Management Company (a) that it will transfer the Estate Roads and Footpaths to the Management Company following completion of the sale of the last dwelling to be constructed on the Estate and (b) it will transfer the Open Space Land in accordance with the terms of the Unilateral Undertaking

12.7 Management Company's Covenants

The Management Company covenants with the Transferee that subject to the payment of the Estate Charge it will provide and perform the Estate Services and pay the Estate Costs and will give any consent required to H.M. Land Registry to allow registration of any proposed dealing in the Property provided that the Transferee shall have observed and performed the covenants to be performed by the Transferee contained in this transfer

12.8 Agreements and Declarations

IT is hereby agreed and declared:

12.8.1 that the dividing walls (if any) between the buildings on the Property and the buildings on adjoining land now or formerly owned by the Transferor (including boundary walls of any garages whether or not erected by or on behalf of the Transferor) shall be deemed to be party walls and be maintained by the respective owners accordingly

12.8.2 that the Transferee and his successors in title shall not (except as hereinbefore mentioned) be or become entitled to any right of light or air or other easement over or against the Estate or the Land Adjoining the Estate be entitled to grant all or any of the rights set out in clause 12.3

12.8.3 that the Transferor and its successors in title being the owners of the land comprised in the Estate for the time being remaining unsold may at any time or times hereafter release waive or modify any of the stipulations imposed by the Transferor upon any part of the land comprised in the Estate (including the Property) and the covenant on the part of the Transferee hereinbefore contained shall not operate to impose any restriction on the manner in which the Transferor and its successors in title may deal with any other land belonging to it or them (including the Land Adjoining the Estate) or be deemed to create a building scheme

12.8.4 that there are also excepted and reserved out of the Property or any part thereof for the benefit of any part or parts of the Estate or the Land Adjoining the Estate intended to be benefited all easements wayleaves licences rights and privileges granted or to be granted by the Transferor to the local authority the highway authority or any Statutory Undertakers in connection with the services usually provided or maintained by them for the benefit and advantage of the Estate or the Land Adjoining the Estate or any part of either of them

First Schedule Transferee's Obligations & Restrictions

1. At all times hereafter to maintain the division walls or fences erected by the Transferor both on the boundaries of the Property marked by the letter "T" within the boundary on the Plan and all other walls and fences within the Property
2. Not at any time hereafter to use any building erected on the Property for any other purpose than as dwellings or as garages or outhouses to be used only in connection with the said dwellings
3. Not at any time to use any garage or parking space other than for the garaging or parking of private motor vehicles
4. Not to set up or carry on in or upon the Property any trade business or manufacture or industrial or commercial activity whatsoever
5. Not to use the Property or any building thereon for any purpose nor do anything therein or thereon which may be or become a nuisance or cause annoyance to the Transferor or to the owners or occupiers of any part of the Estate or of Land Adjoining the Estate
6. Not to erect make or grow any walls fences hedges or other means of enclosure on the Property between any building line and the abutting road or roads and footpaths on the Estate (other than any footpaths within the curtilage of any dwelling) and not to alter the position type and height of existing walls and fences between the enclosed rear gardens and any open plan part of the Estate
7. Not do or permit to be done anything whereby the Estate Roads and Footpaths *or the land shown coloured purple on the Plan or any structure situate thereon or thereover* shall be damaged or made unfit for use by any person having a right to use the same and will not obstruct the said roads and footpaths *or the said land shown coloured purple or any structure situate thereon or thereover* or leave on any part thereof anything which would in any way interfere with the free and undisturbed use thereof
~~Delete * to * where no land coloured purple~~
8. Not to erect any building or structure over the Estate Sewers or on such part of the Property (if any) as lies within three metres measured horizontally from the centre line of the Estate Sewers or any of them and not to obstruct access to the Estate Sewers on foot and with any necessary vehicles plant or equipment
9. Not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings fences walls or other erections one and one half metres either side of any gas main laid in the Estate; and not to do or cause or permit to be done on the Property anything calculated or likely to cause damage or injury to or prevent access to any such gas main and will take all reasonable precautions to prevent such damage or injury
10. At the request of the Transferor to grant to the local authority the highway authority or the Statutory Undertakers such easements over the Property as they shall require in connection with the maintenance drainage and lighting of the Estate Roads and Footpaths and the provision and maintenance of the services usually provided or maintained by them for the benefit and advantage of the Estate or the Land Adjoining the Estate or any part of either of them and give such covenants as they shall require for the protection of such easements
11. Not to hinder or object to or otherwise obstruct any application by the Transferor for the highway authority or other authority to adopt the Estate Roads and Footpaths as highways maintainable at the public expense and shall if called upon to do so by the Transferor join in with the Transferor in any such application

Second Schedule Part 1 The Estate Services

1. To repair and maintain to a reasonable standard and where necessary renew those parts of the open spaces roads footpaths forecourts together with any verges gates railings boundary walls and fences visitors and other parking spaces and all other areas of the Estate which fall within the Open Space Land and the Estate Roads and Footpaths and the Estate Sewers and those parts of the Estate of which the freehold and leasehold interests have not been transferred or demised to residents

2. To provide lighting to the Open Space Land and to undertake routine maintenance of and be responsible for payment for energy for all street lights and illuminated signs within the Open Space Land
3. To keep any planted or landscaped area and any trees and hedges and ponds within the Open Space Land in a neat and tidy condition
4. To maintain public liability insurance in respect of the Open Space Land and the Estate Roads and Footpaths
5. To inspect repair maintain cleanse reinstate or renew as necessary any Service Conduits within the Open Space Land and within the Estate Roads and Footpaths
6. To maintain the Open Space Land in accordance with the planning permission granted for the development of the Estate and the Landscape Management Plan and (until adoption by the relevant authority) the Highway and Drainage Works Scheme referred to in the Unilateral Undertaking

Part 2 Estate Costs

1. The costs and expenses incurred by the Management Company in the provision of the Estate Services
2. All existing and future rates charges insurance premiums and other outgoings in respect of the Open Space Land
3. The creation of such reserves or sinking funds against any future liabilities of the Management Company as may be reasonably appropriate for the provision of the Estate Services and any interest or other charges on any borrowing for the purpose of providing the Estate Services
4. The costs of complying with the requirements of any statute or of any governmental department local authority or other public or competent authority or any court order or requirement of the insurers relating to the Open Space Land
5. The costs of employing any surveyor managing agent accountant agent solicitor contractors or other persons in connection with the management of the Estate the preparation and auditing of the accounts of the Management Company and the collection of the Estate Charge from owners of other parts of the Estate
6. Any proper expense incurred by the Management Company in relation or incidental to the administration of the Management Company's affairs
7. Any Value Added Tax or other tax payable in respect of any costs expenses or outgoings referred to in this Schedule or in respect of the Estate Charge paid by the Transferee and other owners of other parts of the Estate
8. All other costs and expenses which the Management Company may reasonably incur in the interests of the Estate

Part 3 The Estate Charge

1. The Management Company shall prepare an estimate of the Estate Costs in respect of each calendar year
2. The Transferee shall on the 1st January and 1st July in each calendar year pay to the Management Company a provisional sum on account of the Estate Charge based on the estimate of Estate Costs for that year the first payment (or a proportionate part thereof) to be made on the date of this Transfer
3. After the expiry of each calendar year the Management Company shall prepare and serve on the Transferee by delivery to an address nominated by the Transferee an account of the actual Estate Costs for that year
4. In the event of the actual Estate Costs in any calendar year exceeding the Management Company's estimate the Transferee shall pay to the Management Company the deficit in the Estate Charge due from the Transferee within 14 days of demand and if the estimate exceeds the actual Management Costs any excess paid by the Transferee shall be set off against the payments of the Estate Charge to be made by the Transferee for the following year
5. The Management Company shall be entitled to vary the period in respect of which the accounts of the Estate Costs are prepared and the dates for payment of the provisional sums on account of the Estate Charge

6. If at any time in the future the total number of properties enjoying the benefit of the Estate Services and paying towards them shall be more or less than the 51 dwellings intended to be constructed on the Estate and such increase or decrease shall be on a permanent basis the Estate Charge Proportion shall be varied with effect from the commencement of the calendar year (or other period in respect of which the accounts of the Estate Costs are prepared) following the increase or decrease to such proportion as the Management Company shall determine as fair and reasonable having regard to the increase or decrease in question

**Third Schedule
Form of Deed of Covenant**

THIS DEED OF COVENANT is made the day of

BETWEEN

(1) [] of [] ("the Purchaser") and (2) Arun Place Management Company Limited whose registered office is situate at [] ("the Management Company")
WHEREAS

(1) By a Transfer ("the Transfer") dated [] the property known as Barnham West Sussex PO22 0 ("the Property") was transferred by Croudace Homes Limited to subject to certain covenants contained in Clause 12.4 thereof

(2) By a Transfer bearing even date herewith the Property [or part thereof] was transferred to the Purchaser and the Purchaser has agreed to enter into this Deed of Covenant with the Management Company in accordance with the terms of the Transfer

NOW THIS DEED WITNESSETH that the Purchaser HEREBY COVENANTS with the Management Company to henceforth observe and perform the covenants contained in Clause 12.4.2 of the Transfer insofar as applicable to the Property or part thereof acquired by the Purchaser

IN WITNESS whereof the Purchaser has signed this instrument as his/her Deed the day and year first above written

14. **Execution**

Executed as a deed by affixing the common seal of **CROUDACE HOMES LIMITED** in the presence of:-

Signature of director

Signature of [director] [authorised signatory]

Signed as a deed by **Arun Place Management Company Limited** acting by a director in the presence of:-

.....
Signature of director

Signature of witness

M J Orme
Croudace House
Caterham
Surrey CR3 6XQ

Signed as a deed by

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

.....

Signed as a deed by

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

.....

TP1 Barnham
07.07.15

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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