

**Transfer of part
of registered title(s)**

HM 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

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)*

CL38560

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

4. Property transferred

The land and building(s) comprised in this Transfer all of which property is more particularly described in Schedules 1 and 4

The Property is shown edged red on the attached Plan 2

5. Date 2001

6. Transferor

BARRATT HOMES LIMITED (Company Registration Number 3018173)

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

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

The Consideration is the Transfer to the Transferor by the Transferee of the Transferee's Property known as [] and the payment by the Transferee of the balancing sum of £[] mentioned in an Agreement made on [] between the parties to this Transfer in respect of the sale and purchase of the Property and the Transfer of the Transferee's Property

11. The Transferor transfers with full 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 Provision(s)

DEFINITIONS

For the purpose of this Transfer the following expressions shall have the meanings given to them below:

| | <u>Expression</u> | <u>Meaning</u> |
|------|-------------------------|--|
| 13.1 | "Dwelling" | the houses on the Estate |
| 13.2 | "the Estate" | land to the north of Beach Road, Crinnis Wood St Austell being all the land in Title Number CL38560 on and since the date the Transferor was first registered as the proprietor of the same |
| 13.3 | "the Estate Roads" | the roads and footpaths now or within the Perpetuity Period to be constructed or completed by the Transferor within the Estate which are intended to be adopted by the Highway Authority |
| 13.4 | "the Estate Sewers" | the sewers and drains now or within the Perpetuity Period to be constructed or completed by the Transferor within and serving the Estate which are intended to be adopted by the Drainage Authority |
| 13.5 | "Management Company" | Crinnis Wood Management Company Limited or its successor |
| 13.6 | "the Perpetuity Period" | eighty years from 1 January 2001 |
| 13.7 | "Plans 1, 2" | the Plans so numbered and attached |
| 13.8 | "the Property" | the land and building(s) comprised in this Transfer |
| 13.9 | "Rentcharge" | the perpetual yearly estate rent charge payable by the Transferee as calculated in accordance with clause 27 in respect of the matters for which the Management Company is responsible under the provisions of clause 23 (or the Transferor under clause 24.2) |

- | | | |
|-------|-----------------------------------|--|
| 13.10 | “Service Suppliers” | all authorities companies corporations bodies and undertakings (whether statutory or otherwise) responsible for any Service Media and/or the Services and the exception and reservation in paragraph 2.1 of Part 2 of Schedule 2 shall be deemed to be also in favour of the Service Authorities |
| 13.11 | “Service Media” | the sewers channels drains pipes watercourses mains wires cables pillars turrets aerials amplifiers receivers poles soakaways and any other apparatus for the Services |
| 13.12 | “Services” | the supply of water electricity and gas and radio television telephone and other audio and visual signals and the disposal of foul and surface water |
| 13.13 | “the Sewer Easement Strip” | the part (if any) of the Property cross-hatched on Plan 2 being the land within three metres measured horizontally from the centre line of the sewer laid in such land |
| 13.14 | “Transfer and Assignment” | the transfer of the freehold of the Woodland and assignment of the benefit of the Rentcharges to the Management Company |
| 13.15 | “the Visibility Splay” | that part (if any) of the Property coloured green on the Plan 2 |
| 13.16 | “Woodland” | the part of the Estate edged green on the Plan 1 |

14. INTERPRETATION

For the purposes of this Transfer

- 14.1 references to any Act of Parliament or Section of such Act shall include references to any replacement or modification or re-enactment of it
- 14.2 the masculine gender includes the feminine and neuter genders and vice versa
- 14.3 the singular includes the plural and vice versa
- 14.4 references to persons include firms companies corporations authorities and other bodies and vice versa
- 14.5 where the expression “the Transferee” includes more than one person then any covenants by them shall be joint and several

BACKGROUND

- 15.1 The Transferor is the registered proprietor of the Estate as registered at H M Land Registry under Title Number CL38560
- 15.2 The Transferor is in the course of constructing or has recently constructed the Dwellings on part of the Estate and intends to or has sold plots on the Estate upon which Dwellings are to be constructed
- 15.3 The Transferor intends to dispose of the Dwellings or plots of land on which Dwellings are to be constructed by way of transfers subject to a Rentcharge containing covenants similar to those in clauses 20 - 22 and Schedule 3 in this Transfer
- 15.4 It is intended that after the transfer of the Dwellings and plots as referred to in Clause 15.2 above the Transferor shall execute the Transfer and Assignment to transfer the freehold of the Woodland and assign the right to collect the Rentcharges payable in respect of the Dwellings disposed of to the Management Company

TRANSFER

- 16.1 In consideration of the Consideration specified in panel 10 now paid by the Transferee to the Transferor (the receipt of which is acknowledged) and also in consideration of the covenants on the part of the Transferee contained in this Transfer the Transferor TRANSFERS with full title guarantee to the Transferee the Property being part of the land comprised in the Title Number of the Estate all of which is more particularly described in Schedule 1 EXCEPT AND RESERVING out of the Property to the Management Company the Rentcharge being a sum equal to the amount calculated under clause 27 to be forever charged on and issuing out of the Property and to be paid in accordance with clause 27 (after giving credit for sums already paid on account in respect the year for which such Rentcharge is payable) the first payment being payable in respect of the period specified in paragraph 7 of Schedule 5 to be paid on the date of this transfer
- 16.2 The Property is transferred together with the rights set out in Part 1 of Schedule 2 subject to the provisions of Parts 2 and 3 of Schedule 2

RESTRICTIONS

17. The Transferor is entitled to modify waive or release any restrictions or stipulations imposed on any part of the Estate (whether similar to those referred to in this Transfer or not) and nothing in this Transfer shall be taken as creating a building scheme for the Estate or imposing any restrictions on the manner in which the Transferor may dispose of any other part of the Estate

AGREEMENTS AND DECLARATIONS

18. It is agreed and declared as follows:
- 18.1 The Transferee shall not by virtue of this Transfer acquire or be entitled (except as expressly granted by this Transfer) to any easement or right of light or air which would prejudice the free use or enjoyment of any adjoining or neighbouring land of the Transferor for building or other purposes and that any enjoyment of light or air by the Transferee from or over any adjoining or neighbouring land of the Transferor shall be deemed to be with the consent of the Transferor
- 18.2 Any wall erected or to be erected which shall separate the buildings erected or to be erected on the Property from the adjoining buildings erected or to be erected on the Estate shall after erection be deemed to be a party wall and shall be maintained and repaired accordingly
- 18.3 All Service Media now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of the Property and of any other land included in the Estate shall continue to be so used and enjoyed and shall be repaired and maintained at the fair and proportionate expense of the owners of the land entitled to use the same

18.4 The Property forms part of the Estate and the Transferor expressly reserves the right of making any alteration in the layout of the Estate and in the number and area of the plots in the type of building and the special and general conditions of sale and 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 special conditions or any covenants restrictions stipulations and conditions entered into or to be entered into in any manner that it or they may deem desirable

- 18.5. The Transferor covenants with the Transferee and the persons deriving title under him that the Transferor will at its own cost construct the Estate Roads and Estate Sewers to the requirements and the satisfaction of the Highways Authority and the Drainage Authority respectively and will repair and maintain them until adoption and will indemnify the Transferee and the persons deriving title under him from and against all costs charges claims and demands in respect of them until adoption

INDEMNITY COVENANT

19. With the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that they will at all times after the date of this Transfer observe and perform the covenants stipulations and/or matters (if any) contained or referred to in the Charges Register of the Title Number of the Estate so far as they relate to the Property and will indemnify and keep the Transferor and its estates and effects indemnified from and against all actions proceedings costs claims or demands in respect of any breach or non-performance of the same

TRANSFEREE'S COVENANTS IN RESPECT OF RESTRICTIONS AND STIPULATIONS

20. The Transferee covenants with the Transferor and as separate covenants with the Management Company and with the owners and lessees of the other Dwellings that the ;

20.1 Transferee and the persons deriving title under him will at all times after the date of this Transfer observe the restrictions and stipulations set out in Schedule 5 but so that the Transferee shall not be personally liable for any breach of any restriction or stipulation which is only restrictive in nature occurring after he shall have parted with all interest in the Property in respect of which such breach shall occur and that

20.2 Transferee will indemnify the Transferor and the Management Company and their respective successors in title and assigns from and against all actions proceedings costs claims and liabilities in respect of any future breach non-observance or non-performance of such restrictions and stipulations so far as stated Provided that (unless otherwise stated in this Transfer) the Transferor and/or the Management Company shall not be under any obligation to the Transferee to enforce any of the restrictions and stipulations in respect of any other Dwelling and shall have power from time to time by transfer or transfers or licence to vary or release any of such restrictions and stipulations in respect of any Dwelling

TRANSFEREE'S COVENANTS IN RESPECT OF POSITIVE OBLIGATIONS

21. The Transferee covenants with the Transferor and as a separate covenant with the Management Company as follows:

21.1 To pay to the Management Company the Rentcharge at the times and in the manner stated without any deduction

21.2 To pay all rates taxes assessments charges impositions and outgoings which may at any time be assessed charged or imposed on the Property or the owner or occupier in respect of it

21.3 To pay all costs charges and expenses including Solicitors costs and Surveyors fees (whether or not any court proceedings are taken) incurred by the Transferor and/or the Management Company for the purposes of or incidental to the enforcement of compliance by the Transferee with any of the provisions of this Transfer notwithstanding that relief may be avoided otherwise than by relief granted by the Court

21.4 Immediately after service on the Transferee of any notice affecting the Property served by any person body or authority (other than the Transferor) to deliver a true copy of it to the Transferor and if so required by the Transferor to join with the Transferor in making such representations to any such person body or authority concerning any proposals affecting the Property as the Transferor may consider desirable and at the Transferee's cost to join with the Transferor in any such appeal against any order or direction affecting the Property as the Transferor may consider desirable

TRANSFEEE'S COVENANT IN RESPECT OF MANAGEMENT COMPANY

22. The Transferee covenants with the Transferor and as separate covenants with the Management Company and with the owners of the other Dwellings that the Transferee will at all times after the date of this Transfer
- 22.1 contribute and pay to the Management Company the Rentcharge calculated in accordance with clause 27 within 14 days of written demand without deduction
- 22.2 pay the contributions or estimated contributions under Clause 27 which for each year shall be estimated by the Management Company (whose decision shall be final) when practicable before the beginning of each year in one instalment annually in advance and the Transferee shall pay a proportionate part of his contribution calculated from the date of this Transfer to the next date for payment on the signing of this Transfer
- 22.3 as soon as reasonably practicable after the end of the year ending 31 December 2002 and each succeeding year when the actual amount of the costs expenses outgoings and matters for such year has been ascertained (on being supplied with the sufficient statement of account) forthwith pay the balance due to the Management Company or be credited in the Management Company's books with any amount over paid
- 22.4 permit the Transferor and the Management Company and others authorised by it or them with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter on to the Property or any part of it if necessary to carry out works to maintain the Woodland and for remedying any default or breach by the Transferee of the covenants and conditions in this Transfer the person exercising such right doing no unnecessary damage and making good all damage occasioned to the Property and
- 22.5 within one calendar month after any such document or instrument as is referred to in this clause shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Management Company or its appointed Solicitors (and if different also to the Transferor or its appointed Solicitors) notice of every transfer or mortgage or legal charge of the Property or any part of it and also a true copy of every Probate Letters of Administration Order of Court or other instrument effecting or evidencing a devolution of the title to the Property for the purpose of registration and for each such registration to pay to the Management Company or its appointed Solicitors (and if different also to the Transferor or its appointed Solicitors) such reasonable fee as they shall stipulate being not less than Fifteen Pounds (plus any value added or similar tax payable on or in respect of it)
- 22.6 not to transfer the Property except to a person who has committed himself to apply to become registered as a member of the Management Company and to covenant with the Management Company (and until the Transfer and Assignment also with the Transferor) in accordance with the form of application and covenant set out in Schedule 4 which shall be lodged by the transferee (duly completed and if appropriate stamped) with the Management Company at the same time as the notice in accordance with clause 21.4 of this Transfer
- 22.7 that any transfer or disposition of the Property shall contain a covenant by the transferee or dispossesee in the terms of the preceding clause 22.6 and an application for an appropriate restriction on the Register shall be made
- 22.8 the parties apply to the Chief Land Registrar to enter a restriction on the register of the title to the Property in the following terms :
the parties apply to the Chief Land Registrar to enter a restriction on the register of the title to the Property in the following terms :

"Except under an order of the Registrar no transfer assent or other disposition leading to a change in the proprietorship of the Property is to be registered unless a certificate is given by the secretary or solicitor to the Crippis Wood Management Company Limited or the proprietor for the time being of the land comprised in the Title Number allotted to the land comprised in the Transfer and Assignment (as defined in the original Transfer of the Property) that the provisions of clause 22.6 of the original Transfer of the Property have been complied with."

- 22.9 that so long as the Transferee retains any estate or interest in the Property he will not resign from or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Property
- 22.10 that if the Transferee is not a member of the Management Company
- 22.10.1 the Transferee will carry out the obligations attaching to membership of the Management Company under the Management Company's Articles of Association
- 22.10.2 on being requested by the Transferor or the Management Company the Transferee will apply to become registered as a member of the Management Company in any manner authorised by the Management Company or its Articles of Association
- 22.11 to comply with any regulations made by the Management Company for the good management of the Woodland

MANAGEMENT COMPANY'S COVENANTS

23. The Management Company covenants with the Transferee as follows:
- 23.1.1 that it will insure and keep insured the Woodland to the full reinstatement value against loss or damage by fire storm aircraft subsidence property-owners and public liability and such other risks (if any) as the Management Company shall from time to time think fit in some insurance office of repute or with Lloyds Underwriters in such sum as the Management Company shall from time to time think fit and whenever required produce to the Transferee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the Woodland being damaged by any insured risk as soon as reasonably practicable lay out the insurance money in the repair or re-instatement of the Woodland
- 23.2 that it will keep or procure that the Woodland is kept in good and substantial condition and cultivate and maintain (as appropriate)
- 23.3 that it will (without prejudice to the generality of the other clauses in this Transfer)
- 23.3.1 maintain clean landscape plant cut the grass of and generally keep tidy and in good condition the Woodland
- 23.3.2 maintain repair renew and generally keep tidy and in good condition the boundary structures surrounding the Woodland
- 23.3.3 that it will pay all charges for the supply of water to the Woodland and all outgoings payable in respect of the Woodland
- 23.3.4 it will prepare or procure the preparation of accounts showing the costs of meeting its obligations under this clause 23 including the cost of the administration of the Management Company (including all reasonable and proper fees payable to any agent or manager) and interest or other charges on authorised borrowing for the purposes of meeting its obligations as the creation of reserves or sinking funds against future liabilities as may reasonably seem prudent
- 23.3.5 it will deliver or send a copy of the accounts to each of the owners of the Dwellings on the Estate together with a demand for the proportionate part of the total estimated cost attributable to each Dwelling payable annually in advance As soon as practicable following the end of each financial year the Management Company will procure that a statement of the actual costs of meeting its obligations are delivered to each of the owners of a Dwelling on the Estate Provided that in the event the actual costs incurred (including sums set aside as reserves or sinking funds as aforesaid) shall exceed or be less than the total sums recovered as a result of making such demands the Management Company may prepare and serve a supplemental statement and/or demand for payment relating to such deficit or set off such excess against future payments

23.3.6 that (if so required by the Transferee or its mortgagee) it will enforce the covenants similar to those contained or referred to in Clauses 21 and 22 entered into or to be entered into by the owners of the Dwellings on the Transferee's indemnifying the Management Company against all costs and expenses in respect of such enforcement as the Management Company may reasonably require

Provided that the observance and the performance of all of the preceding covenants on the part of the Management Company shall be conditional on the due payment by the Transferee of all sums of money covenanted to be paid by him under this Transfer

TRANSFEROR'S COVENANTS

24. The Transferor covenants with the Transferee as follows:

24.1 that the Transferor will require every person to whom it shall transfer any Dwelling or plot to covenant to observe the covenants restrictions and stipulations set out in clauses 20-22 and 27 and Schedule 3 of this Transfer

24.2 that until the grant of the Transfer and Assignment if the Transferor shall be different from the Management Company then the Transferor will observe and perform the obligations of the Management Company under the provisions of clause 23 if the Management Company shall fail to do so provided that the Transferee shall have given notice in writing to the Transferor of the failure of the Management Company to observe and perform such obligations and has paid all sums it has covenanted to pay under this Transfer

PROVISOS

25. Provided and it is agreed and declared that :

25.1 that the Management Company shall have power to make and at any time vary such regulations as it may reasonably think fit for the preservation of the amenities or for the general convenience of the occupiers of the Estate

25.2 Section 196 of The Law of Property Act 1925 shall apply to any notice demand or instrument authorised to be served under this Transfer and any notice served by the Transferor or the Management Company shall be sufficiently served by any agent of the Transferor or the Management Company

25.3 the Transferor shall have the right to alter the amount position or extent of the Woodland as circumstances shall require provided that the Transferor shall at its own expense obtain any necessary consents to such alterations

CESSER OF LIABILITY

26. It is agreed and declared that on the completion of the Transfer and Assignment that Barratt Homes Limited shall on and from the date of such completion cease to be liable in respect of any breach or breaches of covenants on its part contained in this Transfer except as provided in clause 18.5 of this Transfer

VARIATIONS OF PROPORTIONS AND WOODLAND

- 27.1 It is recognised that before the completion of the development of the Estate the number of the Dwellings constructed or to be constructed on the Estate may be different from that at the commencement of such development and that accordingly the proportions of the Rentcharge and the extent of the Woodland may vary
- 27.2 The Transferor shall following the completion of the construction of all of the Dwellings on the Estate and before the completion of the Transfer and Assignment issue a certificate (which shall be conclusive in this respect):
- 27.2.1 of the number of Dwellings on the Estate
- 27.2.2 of the proportions of Rentcharge payable by the owners of each Dwelling calculated in accordance with clause 27.3
- 27.2.3 accompanied by a plan showing the extent of the Woodland
- 27.3 The calculation shall be as follows:

$$\frac{X}{Y}$$

where:
X is 1

Y is the total number of Dwellings on the Estate

SCHEDULE 1

The land forming the Plot Number specified in paragraph 1 of Schedule 5 at Crinnis Wood Carlyon Bay St Austell as edged red on the Plan together with the building erected on it including if so specified in paragraph 3 of Schedule 5 a garage/carport/garage space/parking space known or intended to be known by the Postal Address specified in paragraph 2 of Schedule 5

SCHEDULE 2

The Transferor transfers the Property with the rights set out in Part 1 of this Schedule but excepting and reserving the rights set out in Parts 2 and 3 of this Schedule subject in each case to the provisions of Part 4 of this Schedule.

PART 1 - RIGHTS IN FAVOUR OF THE TRANSFEREE AND HIS SUCCESSORS IN TITLE

There is included for the benefit of the Property the right for the Transferee (in common with all other persons entitled to the same)

1.1 To pass over the Estate Roads including pavement crossings (but on foot only over the footpaths) with or without vehicles and at all times and for all purposes connected with the use and occupation of the Property or the enjoyment of the Woodland

1.2 To the free and uninterrupted passage and running of Services in through under over upon and along the Service Media now running or afterwards to run through under upon and along any adjoining part of the Estate the Transferee paying a proportionate part of the expense of keeping the same in proper order and repair together with the right to enter on to any adjoining part of the Estate for the purposes of laying renewing and repairing any such Service Media and making connections with the same

1.3 As follows:

1.3.1 of support and protection for walls and buildings and boundary structures erected or to be erected on the Property by and from the adjoining part of the Estate and any walls and buildings now erected or to be erected on it

1.3.2 to construct and maintain underlying foundations and footings under and overhanging eaves gutters chimneys and flues over the adjoining part of the Estate

1.3.3 of access at all reasonable hours during the day time over the adjoining part of the Estate for the purpose of erecting inspecting repairing maintaining and decorating any such walls and buildings and boundary structures erected or to be erected on or close to the boundary of the Property and any such foundations footings eaves gutters chimneys and flues including the right to erect and maintain for those purposes scaffolding or other means of access to the relevant external parts of the Property

1.4 To pass with or without vehicles as appropriate at all times and for all reasonable purposes the adjoining necessary for gaining access to or from the Property over that part (if any) of or neighbouring land (forming part of the Estate) as is coloured blue on Plan 2 the Transferee paying a proportionate part (in common with the owners or occupiers of such adjoining or neighbouring land and all other persons entitled to the joint use of it) of the cost of maintaining and repairing such piece of land

1.5 To attach to any wall (including the wall of any building) or fence adjoining or forming a boundary of any property forming part of the Estate and afterwards to retain use maintain repair renew and replace suitable fixings for a fence and/or gate to form part of the Property

1.6 the right to use for peaceful and quiet recreation the Woodland

PART 2 - PARTICULARS OF RIGHTS IN FAVOUR OF THE TRANSFEROR AND ITS SUCCESSORS IN TITLE AND THE MANAGEMENT COMPANY

There is excepted and reserved out of the Property for the benefit of the remainder of the Estate the following rights for the Transferor (in common with all other persons entitled to the same)

2.1 The free and uninterrupted passage and running of Services in through under over and along the Service Media now running or later to run in through under over and along the Property or any part or parts of it with liberty to enter onto the Property for the purpose of laying maintaining renewing and repairing any such Service Media and making connections with them (but so that the Transferor and its successors in title shall be under no obligation to do so)

2.2 as follows

2.2.1 of support and protection for walls and buildings and boundary structures erected or to be erected on the adjoining part of the Estate by and from the Property and any walls and buildings and boundary structures now erected or to be erected on it

2.2.2 to construct and maintain underlying foundations and footings under and overhanging eaves gutters chimneys and flues over the Property

2.2.3 of access at all reasonable hours during the day time over the Property for the purpose of erecting inspecting repairing maintaining and decorating any such walls and buildings and boundary structures erected or to be erected on the adjoining part of the Estate on or close to the boundary of the Property and any such foundations footings eaves gutters chimneys and flues including the right to erect and maintain for those purposes scaffolding or other means of access to the relevant external parts of the adjoining part of the Estate

2.3 The right at any time to enter on the Property to carry out any work required under or in relation to any planning consent landscaping scheme and agreements under Section 38 of the Highways Act 1980 and Section 104 of the Water Industry Act 1991 in respect of or relating to or serving the Estate

2.4 The right to pass with or without vehicles appropriate at all times and for all reasonable purposes necessary for gaining access to and from such adjoining or neighbouring land over that part (if any) of the Property as is coloured yellow on Plan 2 the owner and occupiers of such adjoining or neighbouring land (in common with the Transferee) paying a proportionate part of the cost of maintaining and repairing such piece of land

2.5 To attach to any wall (including the wall of any building or fence adjoining or forming a boundary of the Property) and afterwards to retain use maintain repair renew and replace suitable fixings for a fence and/or gate to form part of any adjoining property

2.6 The right until one month after the legal completion of the sale of the last dwelling on the Estate to place and retain on the Property any advertising or signboards at the date of or referred to in the contract between the Transferor and the Transferee for the sale and purchase of the Property with rights of entry to maintain renew and repair such advertising or signboards and to replace them with other advertising or signboards of a similar size

2.7 All easements wayleaves licences rights and privileges granted or to be granted by the Transferor to any Service Suppliers in connection with the services usually provided or maintained by them or any of them for the benefit and advantage of the Transferor or the Estate or any part or parts of it and the Transferee covenants on request to enter into any Transfer or documents to grant to such Service Supplier such rights as it shall properly require in connection with the provision and maintenance of those services

PART 3 - PARTICULARS OF RIGHTS IN FAVOUR OF THE ELECTRICITY SUPPLY COMPANY

The full right and liberty for the relevant Electricity Supply Company to place underground electric lines and conduits on and under the Property and afterwards to use the same provided that the Electricity Supply Company shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building

PART 4 - GENERAL

The following provisions shall apply to the rights granted and reserved above

- 4.1 The siting of the rights shall be determined and the exercise of them shall commence within the Perpetuity Period
- 4.2 The rights shall be exercised with workmen contractors machinery tools or equipment
- 4.3 The party or other person or persons exercising any of the rights shall in doing so cause as little damage as reasonably possible and shall make good any damage so caused as soon as reasonably practicable
- 4.4 Nothing in this Transfer shall affect or abridge the effect or operation of Section 162(1)(d) of the Law of Property Act 1925 of the Service
- 4.5 None of the rights granted or reserved in Parts 1 to 2 shall apply to or be exercised over any land transferred to or vested in any Service Suppliers or covered by a building

SCHEDULE 3

PARTICULARS OF COVENANTS TO BE OBSERVED BY THE TRANSFEREE

The Transferee for himself and his successors in title to the Property covenants with the Transferor and its assigns to the intent that this covenant may bind the Property into whosoever's hands it or any part of it may come and to the intent that the benefit of this covenant shall enure for the benefit and protection of the Estate and any part or parts of it (other than the Property) so far as it may be capable of being annexed to or assigned with the Estate and any part or parts of it (but not so as to create any building scheme) as follows

1. To forever maintain a good and sufficient fence of the type erected or later to be erected by the Transferor on the sides of the Property which are marked with a letter 'T' within the boundary on Plan 2
2. Not to use the Property or permit it to be used for the carrying on of any trade or business whatsoever nor for any purposes other than as a single private dwelling house only
3. Not within a period of five years from 1 January 2001 without the previous consent in writing of the Transferor to erect upon the Property any buildings or to alter any dwelling and/or garage erected upon the Property at the date of this Transfer or allow to be or remain on any part of it any temporary building or structure or any hut shed caravan boat or any showboards or hoardings or any advertising station
4. Not without the written consent of the relevant Service Suppliers to erect any building or structure over any part of the Sewer Easement Strip nor to obstruct the access to it on foot and with any necessary vehicles plant and equipment but this clause shall not prohibit the erection of boundary walls and fences and roads footpaths and drives (if any) shown on the Plan over the Sewer Easement Strip or any part or parts of it except over manholes and ventilating shafts
5. Not to erect or allow or cause to be erected or set up at any time after this Transfer upon any part of the Property any poles for the purpose of carrying radio or television aerials or any other wires but this shall not prevent the installation on any chimney or gable wall or eaves of any dwelling on the Property of a radio and/or television receive only aerial

6. To maintain any trees hedges or shrubs planted on the Property to the requirements and satisfaction of the local planning authority
7. To maintain that part of the Property which lies between the Estate Roads and the front walls of the dwelling constructed or to be constructed on the Property as a garden and entrance driveway
8. Not to erect or maintain on any part of the Property lying between a road and/or footpath and/or landscaped areas which is or is intended to become publicly maintained and the front and/or side walls or any dwelling on the Property any such walls or hedges or fences whatsoever except as may have been provided by the Transferor
9. Not to park any commercial vehicles on any part of the Estate (including the Property) except for the purpose of delivery and collection
10. No clothes or washing of any description or other articles shall be dried outside the Property except in the rear enclosed garden (if any) nor shall any be dried from the windows of the Property
11. To keep all dustbins in a secure and tidy manner
12. Not to carry out any repair or maintenance of motor vehicles on any part of the Estate (including the Property) except in any garage on the Property
13. Not to use any garage on the Property for any purpose other than for the parking of a private motor vehicle or motor cycle or the keeping of items of a domestic or horticultural nature
14. Not to use any parking space or driveway forming part of the Property for any purpose other than for the parking of a private motor vehicle or motor cycle in proper working order and not to park or allow any motor vehicle to be parked on any other part of the Estate
15. Not to obstruct the line of vision across the Visibility Splay or any part of it and in particular not to place or erect any structure or other item or plant or allow to grow any hedge shrub or other plant which shall exceed 600 millimetres in height above the level of the carriageway of any road (as opposed to the footpath) adjoining or close to such Visibility Splay
16. Not to remove alter obstruct obscure or in any way interfere with any advertising or signboards on the Property in accordance with paragraph 2.6 of Part 2 of Schedule 2 of this Transfer
17. To comply with the provisions of paragraph 2.7 of Part 2 of Schedule 2 of this Transfer
18. To repair and keep in good repair that part of the Property (if any) coloured yellow on Plan 2 and not to obstruct or allow to be obstructed any part of the land coloured blue and/or yellow on Plan 2 so as to prevent or impede the use of the same by all persons entitled to use the same for the purposes of the rights granted and/or reserved by this Transfer
19. To pay on demand the Transferee's due proportion of maintaining and repairing the land (if any) coloured blue on Plan 2 or any Services or Service Media used by the Transferee in common with others

SCHEDULE 4

Form of Covenant

To

RE PLOT Crinnis Wood St Austell

POSTAL ADDRESS

TRANSFER DATED

As the transferee[s] of the above property I/we [jointly and severally] covenant with you to observe and perform the covenants conditions and terms of the above transfer as if I/we were the original Transferee named in such transfer

Dated

Signed as a Deed by)
)
in the presence of:)

SCHEDULE 5

1. The Plot Number is
2. The Postal Address is
3. The Property does include a garage/carport/garage space/parking space
4. The Property does not include a garage/carport/garage space/parking space
5. Plan 2 does include land coloured yellow and/or blue and/or pink and/or green and/or a Sewer Easement Strip
6. Plan 2 does not include land coloured yellow and/or blue and/or pink and/or green and/or a Sewer Easement Strip
7. The period for the payment of the first Rentcharge payment is from the date of this Transfer until []

SIGNED as a Transfer by)
and)
Attorneys for and acting on behalf of)
BARRATT HOMES LIMITED in exercise)
of the powers conferred on them by)
a Power of Attorney made)
in the presence of:-)

Signed as a Transfer by

Sign here:

in the presence of:

Signature of witness

Name (in Block Capitals)

Address:

Signed as a Transfer by

Sign here:

in the presence of:

Signature of witness

Name (in Block Capitals)

Address: