

Management Plan Documentation

APP/18/00109

Land adj 15 Billett Avenue, Waterloooville

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.

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.

1	Title number(s) out of which the property is transferred: SH12767
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: [] Billett Avenue, Waterloooville PO7 7SZ 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:
5	Transferor: LANDWISE LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09105924 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: [] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (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.

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.

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

[]

8 The transferor transfers the property to the transferee

9 Consideration

[] [£]

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

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

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

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

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

☐ they are to hold the property on trust:

12 Additional provisions

12.1 Definitions and Interpretations

In this Transfer where the context so admits or requires the following expressions shall have the following meanings:-

"Account Year" means the year ending on 31 March or such other date as specified by the Management Company.

"Additional Items of Expenditure" means the matters set out or referred to in Part Two of the Second Schedule

"Adoptable Sewers" means foul and surface water sewers now or later constructed within the Estate which are intended to become public sewers

"Authorities" means the relevant public, highway, drainage, planning, gas, electricity and water suppliers, authorities or companies including British Telecom and Southern Electric Power Distribution plc being responsible for the supply of gas, oil, electricity, water, telephone, television, radio, communication media or other similar services in the area in which the Estate is situated

"Authorised Person" means an individual named by the Management Company to estimate expenditure for the Variable Estate Charge Provision in accordance with the First Schedule

"Common Parts" means the Estate Road (if not adopted), Service Installations (only in so far as such services have not been adopted) and Landscaping which are not intended to be maintained by individual purchasers of the Estate

"Estate" means all land (excluding the Property) now or formerly comprised within Title Number SH12767 together with any other land acquired or which may be acquired by the Transferor adjacent to or within the vicinity of such land to form part of or ancillary to the proposed development of such land

“Estate Road” means the vehicular and pedestrian accessways within the Estate which affords access to the Property and which are hatched grey on the Plan subject always to such minor modifications as may be reasonably required by the Transferor.

“Foul Sewer Easement Strip” means the strip of land between the dashed green lines on the Plan.

“Landscaping” means the area shown hatched green on the Plan subject always to such modifications as may be reasonably required by the Transferor.

“Management Company” means The Grove (Waterlooville) Management Company Ltd (company number 13699210) whose registered office is at 24 Picton House Hussar Court, Waterlooville, Hampshire, United Kingdom, PO7 7SQ

“Plan” means the plan annexed

“Planning Permission” means planning permission granted under reference number APP/18/00109 on 29 March 2021 by Havant Borough Council subject to such subsequent modifications variations or relaxations obtained by or on behalf of the Transferor and any other planning permission(s) subsequently designated in writing by the Transferor to be the Planning Permission

“Remainder of the Estate” means the Estate excluding the Property

“S.106 Agreement” means an agreement entered into pursuant to s.106 of the Town and Country Planning Act 1990 dated 26 April 2019 made between (1) The Council of the Borough of Havant (2) Sylvia Ann Faulkner and Louise Bowditch and (3) Mark Brian Sale.

“Service Installations” means all drains channels sewers (other than Adoptable Sewers) pipes wires cables watercourses, culverts aerials gutters soakaways and other conducting media whatsoever (and any structure incidental to the use thereof) now or later constructed within the Estate or the Property through which water, electricity, gas, telephone, television, signals, foul, and surface water or other services may be conducted and any inspection, chambers, manholes, tanks or apparatus connected therewith being in or under or over any part of the Estate excluding such service installations exclusively serving the Property.

“Services” means the matters set out or referred to in Part One of the Second Schedule

“Storm Water Access Strip” means the area shown hatched light blue on the Plan.

“Storm Water Easement Strip” means the strip of land between the dashed light blue lines on the Plan.

“Transferee’s Proportion” means a fair and reasonable proportion of the Variable Estate Charge as determined by the Management Company or its appointed managing agent save that the Transferee’s Proportion may be subject to variation from time to time in accordance with the First Schedule

“Variable Estate Charge” means the variable sum to be calculated and paid under the terms of the First Schedule

“Variable Estate Charge Provision” means the sum payable in accordance with the First Schedule

- 12.1.2 The Property is transferred with the benefit of the rights in the terms detailed in paragraph 12.2 of this Transfer (which so far as not already in existence are granted by this Transfer) but subject to the rights described in clause 12.3 of this Transfer (which so far as not already in existence are reserved by this Transfer) and
- 12.1.3 The Transferor assigns to the Transferee the benefits attaching to the Property of all covenants made by the owners of any part of the Development.
- 12.1.4 The Transferee covenants with the Transferor (so as to bind successors in title and each and every part of the Property) for the benefit of the Estate in the terms detailed in paragraph 12.4 and 12.6 of this Transfer
- 12.1.5 References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Transfer) and shall include references to any provisions of which they are re-enactments (whether with or without modification)
- 12.1.6 Headings are inserted for convenience only and shall not affect the construction of this Transfer
- 12.1.7 the expression “the Transferor” shall extend to their respective successors in title
- 12.1.8 the expression “the Transferee” shall extend to their respective successors in title

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

- 12.1.9 the singular number shall include the plural number (and vice versa)
- 12.1.10 the neuter gender shall include the masculine and/or feminine genders (and vice versa in either case)
- 12.1.11 all covenants shall (where more than one person gives or becomes bound by them) be treated as joint and several; and
- 12.1.12 references to doing any act shall extend to causing or allowing such act

12.2 Rights granted for the benefit of the property

The right for the Transferee and all persons expressly or impliedly authorised by the Transferee and the Management Company (in common with all other persons having the like right) at all times and for all purposes in connection with the use of the Property:

- 12.2.1 to use the Service Installations laid in or under the Estate for the free and uninterrupted passage and running of water, soil, gas, electricity, and other services from and to the Property through along and into the Service Installations which are now or may at any time hereafter be in on or under or belonging to the Estate and used in common by the Estate and the Property together with all easements rights and privileges necessary and proper for inspecting cleansing repairing maintaining and reinstating the same and Provided Always that such rights only extend to Service Installations already constructed or laid or which shall be constructed or laid and replacements of the same and that the Transferee shall make good all damage occasioned by the exercise of such rights and shall contribute a proper and reasonable proportion according to user of the expense of maintaining cleansing repairing and renewing the Service Installations
- 12.2.2 the right prior to adoption to use any part of the external areas forming part of the Common Parts and which are to be used for all purposes incidental to the occupation and enjoyment of the Property (but no further or otherwise)
- 12.2.3 to the passage of sewage and water through any Adoptable Sewers until adopted as public sewers
- 12.2.4 the right for the Transferee and the tenants or occupiers of the Property his or their servants and visitors (in common with all other persons having the like right) to go pass and repass (but for the avoidance of doubt excluding parking) at all times and for all usual and reasonable purposes of access to and egress from the Property with or without vehicles (but so that vehicles use only the roads and not the footpaths and verges) over the Estate Road (as far as the Transferor is able to grant such rights) until adopted as highways maintainable at the public expense subject to making good any damage occasioned by such use save for fair wear and tear
- 12.2.5 the right upon giving reasonable notice except in the case of an emergency to enter upon the adjoining or neighbouring land on the Estate for the purpose of:
 - (i) repairing, cleansing, maintaining or renewing any Service Installations exclusively serving the Property; and
 - (ii) repairing, maintaining, renewing or rebuilding the Property or any part of the Estate giving subjacent or lateral support, shelter or protection to the Property

the Transferee or any others exercising such rights causing as little disturbance as possible and making good any damage caused and provided always that none of the rights granted in 12.2.5(i) shall apply to or be exercised over any land transferred to or vested in the Authorities.
- 12.2.6 to support shelter and protection for the buildings comprised in the Property by the adjoining parts of the Estate

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

12.3 Rights reserved for the benefit of other land

There is excepted and reserved unto the Transferor or other owner or owners for the time being of the Remainder of the Estate and (where appropriate) the relevant local authority, the Authorities and all persons expressly or impliedly authorised by them and in common with all other persons having the like right the right at all times and for all purposes the following:

- 12.3.1 to the free and uninterrupted passage and running of water, soil, gas, electricity and other services to and from the Estate through the Service Installations now laid or to be laid in the future in or under the Property subject to contributing where required a fair and reasonable proportion towards repairing relaying maintaining and renewing the Service Installations

- 12.3.2 to subjacent and lateral support shelter and protection from the Property for the buildings on the adjoining parts of the Estate
- 12.3.3 upon giving reasonable notice (except in the case of an emergency) to enter the unbuilt parts of the Property with or without workmen and necessary materials for the purpose of :-
- (a) constructing, connecting to, laying, relaying, renewing, replacing, enlarging, removing, repairing maintaining cleansing and inspecting the Service Installations and Adoptable Sewers;
 - (b) constructing, renewing, repairing, maintaining, altering and inspecting the facing walls and foundations or other structure erected adjacent to the boundary line of the Property;
 - (c) constructing, renewing, repairing, maintaining, altering and inspecting the eaves, gutters, rainwater pipes and other structures overhanging the Property;
 - (d) planting on the Property trees and/or shrubs in accordance with the proper requirements of the local authority or the relevant Authorities and thereafter as occasion may properly require for staking cultivating or replacing such trees and/or shrubs and such rights also to be reserved by the local authority; and
 - (e) complying with the obligations imposed on the Transferor in this transfer
- the Transferor or any others exercising such rights causing as little disturbance as possible and making good any damage caused
- 12.3.4 to sell lease or assure any part of the Estate subject to such similar covenants and restrictions.
- 12.3.5 to erect any building or other erection on the Estate or on any adjoining or neighbouring land now or in the future owned by the Transferor notwithstanding that such building or erection may interfere with the free access of light or air to any building erected or to be erected on the Property and to use and build onto against or into any dwellinghouse wall or walls which are party walls or to increase the height width or depth thereof for any purpose whatsoever doing as little damage as maybe to the said party wall or walls in the course of building operations and causing as little inconvenience as reasonably possible and at his own expense making good all damage and restoring the said party wall or walls to a proper condition
- 12.3.6 the right for the Transferor to grant for the benefit of the Estate all easements, wayleaves, licences, rights and privileges properly needed by Authorities and/or local authorities in connection with the supply of any services of whatever nature through the Service Installations
- 12.3.7 all easements, wayleaves, licences, rights and privileges granted or to be granted by the Transferor to any Authorities the relevant local authority or the County Council in connection with any services of whatever nature provided through the Service Installations for the benefit of the Estate or any part thereof the Transferee where so requested granting to such Authorities and / or the relevant local authority such easements as may be required in connection with the provision and repair and renewal of such services subject to the Transferor indemnifying the Transferee against the reasonable costs of the Transferee incurred in connection with the grant of such easements.
- 12.3.8 all other rights easements and quasi easements now or hitherto enjoyed by the Transferor
- 12.3.9 the right for the relevant Authorities to access the Storm Water Easement Strip via the Storm Water Access Strip on foot and with necessary equipment together with the right to remove any fence panels within the Storm Water Easement Strip for the purposes of carrying out any works or maintenance required in connection with the culver running through the Storm Water Easement Strip.
- 12.3.10 the right for Southern Electric Power Distribution plc (company registration number 4094290) to place electric lines through the Property and thereafter to use the same provided always that the said Company shall make good any damage caused as soon as practical and shall not break open the surface of any land covered by a building.

12.4 Restrictive covenants by the Transferee

The Transferee covenants with the Transferor to the intent that the burden of the covenants will run with and bind the Property and that the benefit of the covenants will be annexed to and run with all the other parts of the Estate and as a separate covenant with the Management Company that the Transferee will observe and perform the following restrictions and stipulations:

- 12.4.1 Not at any time without the written consent of the drainage authority or the Management Company to erect any building or other structure within the Foul Sewer Easement Strip or the Storm Water Easement Strip nor within that zone to plant any trees or other deep rooting plants or shrubs nor obstruct access with any necessary vehicles plant or equipment to any drainage apparatus (but not to the intent that this covenant shall not prohibit the retention of any structure to be built on the Property in accordance with the Planning Permission)
- 12.4.2 Neither the Property nor any building erected thereon shall be used for any illegal or immoral purpose
- 12.4.3 Not to knowingly contravene the terms and conditions of the Planning Permission relating to the Property.
- 12.4.4 Not to obstruct or knowingly permit or suffer to be obstructed by vehicles machines implements deposit of materials or otherwise the Estate Road or any other part of the Estate
- 12.4.5 Not to cause or permit obstruction of or damage to the Estate Road and any Service Installations upon in under or passing through the Property or through any part of the Estate and not to do or permit or suffer to be done in or upon the Property anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Transferor or the owners or occupiers for the time being of any other properties in the Estate or so as to render void or voidable or increase the rate of any insurance premium of the Transferor or the owners or occupiers for the time being of any other properties in the Estate
- 12.4.6 Not to alter the soil over or the support under any Service Installations nor prevent or obstruct access to the Service Installations by the Authorities
- 12.4.7 Not to lessen or diminish the support or protection of the Estate to be given or afforded by all parts of the Property to any other building on the Estate
- 12.4.8 Not to keep any material of any unusually inflammable or combustible nature on or about the Property or any part thereof other than those normally used in a domestic environment
- 12.4.9 Not to allow any fence along the boundary marked with an inward T (if any) upon the Plan to fall into disrepair
- 12.4.10 If required not without the approval of the appropriate local authority to cut down damage or remove any existing tree on the Property
- 12.4.11 Not to raise or lodge any objection whether written or otherwise to any application for planning consent made by the Transferor including any appeal or inquiry thereon to the Estate or any part thereof or to any alteration of the plotting or layout of the Estate PROVIDED ALWAYS that such application shall not materially affect the Property or the access thereto
- 12.4.12 Not to use the Estate Road save for the purposes of access to and from the Property and for all usual purposes (excluding parking) in connection with the full enjoyment of the Property.
- 12.4.13 Not to obstruct the reasonable exercise of the rights of entry referred to in Clause 12.3 of this Transfer
- 12.4.14 Not to transfer the freehold interest in nor grant any lease (other than an assured shorthold or other similar letting for a term not exceeding one year) of the Property or any part of it without first obtaining and delivering unconditionally to the Management Company (and to the Transferor if it is at the relevant time holding any interest in any part of the Remainder of the Estate) (or to such third party nominated by the Transferor) a deed containing a covenant duly executed by such donee direct with the Management Company (or the Transferor in the circumstances aforesaid) to observe and perform the covenants set out in clauses 12.4 and 12.6 of this transfer, including for the avoidance of doubt the provisions of this paragraph, such deed to be substantially in a form set out in the Third Schedule For the avoidance of doubt the Transferee shall pay the reasonable fees of the Management Company or their agent in dealing with such deed of covenant.
- 12.4.15 Not to transfer the freehold interest in nor to grant any lease for a term in excess of one year of the Property without procuring that the transferee or lessee as the case may be provides to the Management Company:

- 12.4.15.1 an executed member's application letter in such form as is required by the Management Company to apply to become a member of the Management Company;
- 12.4.15.2 a completed and executed Management Company director's consent questionnaire in the form required by the Management Company; and
- 12.4.15.3 a completed but undated form AP01 to effect the appointment of the transferee or lessee as a director of the Management Company

12.5 Covenants by Transferor

With the object of giving the Transferee a complete indemnity but not for any other purpose the Transferor covenants with the Transferee that the Transferor will at all times from the date of this Transfer comply with the covenants contained or referred to in the s.106 Agreement except insofar as they relate to the use and occupation of the Property and will indemnify the Transferee against any actions and claims arising out of any future breach of them.

12.6 Covenants by Transferee

The Transferee covenants with the Transferor to the intent that the burden of the covenants will run with and bind the Property and that the benefit of the covenants will be annexed to and run with all parts of the Remainder of the Estate but so that these covenants shall expressly not be included in any building scheme nor be for the benefit of any other individual plot building or house purchasers on the Estate and as a separate covenant with the Management Company as follows:

- 12.6.1 To pay a fair and reasonable proportion of the cost according to user of repairing relaying maintaining and renewing the Service Installations insofar as the same are not maintainable at the public expense
- 12.6.2 To indemnify the Transferor and its successors in title to the Estate against any cost of making good any damage done to any Estate Road or the Estate by any construction traffic connected to any works being carried out by the Transferee on the Property
- 12.6.3 The Transferee shall if reasonably required by the Transferor grant to the Authorities such easements and enter into such infrastructure agreements as they shall properly require in connection with the provision dedication and maintenance of all Service Installations and the dedication and subsequent adoption of the Estate Road and for their use thereafter or any of them now constructed or to be constructed in the future subject to the Transferor indemnifying the Transferee against the reasonable costs of the Transferee incurred in connection with the grant of such easements
- 12.6.4 To observe and perform the covenants contained in any wayleave consent properly requested by British Telecom or any other Authorities (if any)
- 12.6.5 To keep in good condition and repair any Service Installations in the Property which serve also other parts of the Estate subject to payment by the Transferor or their successors in title of a proper and reasonable proportion of the cost of carrying out such works
- 12.6.6 With the object of giving the Transferor a complete indemnity but not for any other purpose the Transferee covenants with the Transferor that the Transferee will at all times from the date of this Transfer comply with the covenants contained or referred to in the property and charges registers of the title number SH12767 and the S.106 Agreement so far as they relate to the Property and will indemnify the Transferor against any actions and claims arising out of any future breach of them
- 12.6.7 So far as all such matters relate to the Property to maintain and where necessary replace all parts of the Estate's landscaping and/or open space scheme as required by the Planning Permission and to comply with any other conditions attaching to any such planning permission and/or any planning agreement and to carry out any replanting necessary where relevant plants trees or shrubs die within the first five years after the date of this transfer
- 12.6.8 To allow the Transferor or its nominee to enter the Property to carry out any works which are the Transferee's responsibility under the preceding clause 12.6.8 where the Transferee has failed to carry them out and the Transferor's costs and expenses in so doing shall be a debt payable by the Transferee on demand (and the Transferee covenants to pay such costs and expenses to the Transferor on demand) and shall be recoverable immediately by action

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

- 12.6.9 The Transferee hereby covenants with the Transferor and as a separate covenant with the Management Company that the Transferee and the persons deriving title under him will:-
- (a) Comply with its obligations within clause 13 of the agreement for sale between the Transferor and the Transferee pursuant to which this transfer has been entered into;
 - (b) Keep in good condition and repair any Service Installations in the Property which serve also parts of the Estate save where the Transferor is responsible for such repair
 - (c) Indemnify the Transferor and the Management Company and its successors in title to the Estate against any cost of making good any damage done to any Estate Roads the Service Installations or the Estate by any construction or other traffic connected to any works being carried out by the Transferee on the Property or elsewhere
 - (d) Observe and comply with all regulations made from time to time by the Transferor or the Management Company relating to any part of the Estate
 - (e) Following completion of the Estate Road and the Landscaping by the Transferor to pay the Transferee's Proportion of the Variable Estate Charge to the Management Company in accordance with and generally comply with the provisions of the First Schedule to include any arrears of Variable Estate Charge relating to the Property whensoever arising
 - (f) Forthwith to remove and clean up any litter, graffiti or disorder which shall have been made by the Transferee, its servants, visitors or licensees on any part of the Common Parts on any part of the Property or the Estate

12.7 Management Company Covenant

12.7.1 The Management Company covenants with the Transferee to provide the Services and pay the Additional Items of Expenditure provided always that the Management Company will have no liability to the Transferee:

- (a) for the interruption of any Services for reasons of inspection, maintenance, repair or other works (in which event the Management Company will restore the relevant Service as soon as reasonably practicable); nor
- (b) where provision of the Services is prevented interrupted or hindered by any reason beyond the reasonable control of the Management Company; nor
- (c) where and to the extent that the Management Company is not aware of any defect in the provision of the Services (so that the Management Company shall not be liable to the Transferee for a reasonable period after becoming aware of any such defect while and provided that the Management Company uses all reasonable endeavours to ensure that the defect is remedied as soon as is reasonably practicable)

and provided further that the Management Company may withhold vary or make any reasonable alteration in the rendering of the Services or any of them from time to time which directly or indirectly benefit the Property if the Management Company acting in accordance with the principles of good estate management deems it desirable to do so

- (d) until such time as the Common Parts are transferred to the Management Company if the Management Company ceases to exist as a company then the Transferor (without prejudice to any other right or remedy of the Transferor against the Management Company or any other person) shall perform the said covenants and obligations until the appointment by the Transferor of a successor to the Management Company.
- (e) The Transferor covenants with the Transferee to observe and perform all of the obligations and conditions in the Planning Permission and the Planning Agreement in relation to the Remainder of the Estate and all financial liabilities contained in such Planning Permission or Planning Agreement and to indemnify the Transferee and its successors in title from and against any breach, non-observance or non-performance of the same.

12.8 Agreements and Declarations

12.8.1 The Transferor assigns to the Transferee (but not to create building scheme) the benefit (insofar as the same attaches to the Property) of all covenants

made with the Transferor by any other person who is a registered proprietor of any part of the Estate

- 12.8.2 For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee
- 12.8.3 There shall be the following variations to the covenants for title implied by virtue of the Transferor selling with full title guarantee:
- The covenant implied by Section 3(1) of the Act shall not apply to rights granted by the Transferor to other purchasers on the Estate which affect the Property and which are in similar form to those set out herein.
- 12.8.4 That the Transferee and his successors in title shall not be entitled to any rights of light or air or other rights or easements (otherwise than as expressly provided by this Transfer) which shall or might restrict or prejudicially affect the free and uninterrupted use for building or other purposes of the Remainder of the Estate and any such rights are hereby excepted and reserved from this Transfer and further the Transferor gives no warranty that the layout of the Estate other than the Property shall remain as shown on the plans attached to this transfer and further also the Transferee undertakes to make no objection written or otherwise to any alteration to the layout as on the plans attached to this transfer provided that any alterations do not have a material effect on the value, use and enjoyment of the Property
- 12.8.5 Save as expressly provided none of the provisions of this Transfer are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Transfer.
- 12.8.6 The Transferor may at any time modify or release any covenant or other restriction enforceable by it in respect of any part of the Estate or any adjoining or neighbouring land provided that this does not place any increased costs or responsibilities upon the Property
- 12.8.7 All walls fences and similar boundary features dividing the Property from any part of the Estate are party and repairable and maintainable as such unless they are indicated on the Plan by a "T" within the Property; or they are rear and/or gable walls of buildings which do not abut onto adjoining buildings on the Estate in which case they belong to the Property (or unless they are indicated on the Plan by a "T" outside the Property in which case they belong to the adjoining land)
- 12.8.8 This Transfer is made subject to all matters affecting the Property including without limitation all rights granted to and all covenants (if any) given in favour of other plots (including without limitation any portions of the Estate transferred or leased to the Authorities) buildings units houses or other dwellings on the Estate prior to the date hereof to the extent that such rights or covenants affect the Property
- 12.8.9 No liability on the part of the Transferor shall arise for any damage caused by want of repair to the Common Parts or any part or parts thereof or any defect therein (as the case may be) unless and until notice in writing of any such want of repair or defect has been given to the Transferor and the Transferor or its successors in title shall fail to remedy such want of repair or defect within a reasonable time after the receipt of such notice
- 12.8.10 Nothing in this Transfer shall prejudice the right of the Transferor to recover in full from the Transferee or his successors in title the amount or value of any loss or damage suffered by or caused to the Transferor or the Common Parts or any part or parts thereof (as the case may be) by the negligence or any wrongful act or default of the Transferee or his successors in title or his or their tenants servants or agents
- 12.8.11 The parties hereby agree that the remedies contained in Sections 121 (3) and (4) of the Law of Property Act 1925 are not available to the Transferor and/or its successors in title, nor to any management company or managing agents acting independently or on behalf of the Transferor in the discharge of the obligations in clause 12.5 hereof and that the Transferor shall give the Transferee and any mortgagee of the Property not less than two months' notice to remedy any breach of the Transferee's obligation to pay the Variable Estate Charge and shall notify any mortgagee prior to issuing any proceedings in respect of such breach.
- 12.8.12 The Transferor shall be entitled to appoint a managing agent of its choice to carry out the on-going maintenance obligations pursuant to clause 12.4 of this transfer and in such circumstances the Transferee agree to pay the Variable Estate Charge direct to such managing agent.

12.9 Restriction

12.9.1 The Transferor, the Management Company and the Transferee jointly apply to the Chief Land Registrar to enter upon the register of the title to the Property upon registration of the Transferee as proprietor a restriction in the following form:

" No disposition of the registered estate (other than 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 on behalf of The Grove (Waterlooville) Management Company Ltd (company number 13699210) or its conveyancer that the provisions of clause 12.4.30 of the transfer dated the day of 202[] made between (1) Landwise Limited and (2) [Insert buyer's names] have been complied with or that they do not apply to the disposition"

THE FIRST SCHEDULE

The Variable Estate Charge

1. When Calculated and Paid

- (a) The Variable Estate Charge provision in respect of any Account Year shall be calculated before the beginning of the Account Year and shall be calculated in accordance with paragraph 2 of this Schedule.
- (b) The Transferee shall pay by half yearly payments on 1st April and 1st October (or such other half yearly dates as the Management Company requires) to the Management Company or its nominee a sum in advance (calculated as set out in this Schedule) on account of the Variable Estate Charge relating to each subsequent Account Year

2. How Calculated

The Variable Estate Charge Provision shall consist of a sum comprising the expenditure estimated by the Authorised Person as likely to be incurred in the Account Year by the Management Company for the matters specified in paragraph 3 of this Schedule together with:

- (a) an appropriate amount as a reserve for or towards the matters specified in paragraph 3 of this Schedule as are likely to give rise to expenditure after such Account Year being matters which are likely to arise at intervals of more than one year (the said amount to be calculated in a manner which will ensure as far as is reasonably possible that the Variable Estate Charge Provision shall not fluctuate unduly from year to year); but
- (b) reduced by any unexpended reserve already made pursuant to paragraph 2(a) of this Schedule.

3. Variable Estate Charge Provision

The relevant expenditure to be included in the Variable Estate Charge Provision shall comprise all expenditure reasonably incurred by the Management Company in connection with the repair, management, maintenance and provision of services for the Estate and shall include (without prejudice to the generality of the foregoing):

- (a) the costs of and incidental to the performance of the Management Company covenants contained in this transfer;
- (b) the costs of and incidental to compliance by the Management Company with every notice, regulation or order of any competent local or other authority in respect of the Estate (which shall include compliance with all relevant statutory requirements);
- (c) all reasonable fees, charges and expenses payable to the Authorised Person any solicitor, accountant, surveyor, valuer, architect or other person whom the Management Company may from time to time reasonably employ in connection with the management or maintenance of the Estate including the cost of preparation of the account of the Variable Estate charge and if any such work shall be undertaken by an employee of the Management Company then a reasonable allowance for the Management Company for such work;
- (d) any outgoings assessed, charged, imposed or payable on or in respect of the whole of the Estate or in the whole or any part of the Common Parts.

4. Adjustment to actual expenditure

As soon as practicable after the end of each Account Year the Management Company shall determine and certify the amount by which the estimate referred to in paragraph 2 of this Schedule shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Transferee with a copy of the certificate and the

Transferee shall be allowed or (as the case may be) shall pay immediately following receipt of the certificate the Transferee's Proportion of the excess or the deficiency.

5. Interest

Where any payment due from the Transferee under this Schedule is not made on or before the due date the Transferee shall in addition pay interest on all outstanding sums calculated on a daily basis for the period starting on the due date and ending on the date of actual payment at the rate of 4% per annum above the base rate for the time being of National Westminster Bank plc

THE SECOND SCHEDULE

Part One - Services provided by the Management Company

- 1) The inspecting, repairing, maintaining, servicing, overhauling, amending, altering, lighting (where relevant), renewing, replacing, rebuilding, re-routing, installing, reinstating, and where appropriate washing and cleaning in all such cases to such standard as the Management Company from time to time considers appropriate and adequate of the Common Parts
- 2) The maintenance repair and replacement of any site signboards erected for the benefit of the Estate
- 3) The maintenance of adequate public liability or any other insurance reasonably deemed necessary by the Management Company for all the Common Parts
- 4) The cost of complying with the Management Company's covenant to provide and maintain insurance as hereinbefore set out
- 5) The costs paid or payable to any Service Authorities supplying utilities to the Common Parts
- 6) Any other services relating to the Estate or any part of it provided by the Management Company from time to time and not expressly mentioned in this Schedule provided that the Management Company deems they are necessary acting in accordance with the principles of good estate management

Part Two – Additional Expenses recoverable under the Variable Estate Charge

- a. The secretarial accountancy administration and legal charges incurred in running the Management Company including the fees of the Managing Agents (if any)
- b. The cost of employing such staff and/or contractors as the Management Company deems appropriate for the provision of the Services and administering such provision
- c. Without prejudice to the previous paragraph the fees and expenses (and any attributable value added tax) of the Managing Agents
- d. The amount which the Management Company shall or may be called upon to pay as a contribution towards the expense of making repairing maintaining rebuilding and cleansing any ways roads pavements or structures Conduits party fences walls or anything which may belong to or be used for the Estate or any part of it exclusively or in common with other premises near or adjoining the Estate
- e. The cost of taking all steps reasonably deemed desirable or expedient by the Management Company for complying with making representations against or otherwise contesting the incidence of the provisions of any regulation bye-law legislation order or statutory requirements concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Estate for which the Transferee or any individual Unit owner or occupier is not directly liable
- f. The cost to the Management Company of abating a nuisance in respect of the Estate in so far as the same is not the liability of the Transferee or any individual Unit owner or occupier
- g. All value added tax (or any tax of a similar nature substituted for it or levied in addition to it) payable by the Management Company in respect of the Services and the Additional Items of Expenditure
- h. Such reasonable provision for future expenditure in respect of any of the Services or the Additional Items of Expenditure as the Management Company shall in its discretion consider appropriate including the provision of such reserve fund as the Management Company shall consider appropriate

- i. The payment of all rates taxes and other outgoings payable in respect of the Common Parts
- j. The costs charges and expenses of preparing and supplying any rules and regulations for the Estate or use of it
- k. The cost of providing such security arrangements for the Estate as the Management Company acting in accordance with the principles of good estate management deems appropriate
- l. All other expenses properly incurred by the Management Company in the management of the Estate including (without limitation) interest and bank charges

This Deed of Covenant is made the day of 202

- (1) [Transferee] of [transferee's address] ("the Transferee")
- (2) LANDWISE LIMITED of 24 Picton House Hussar Court, Waterlooville, Hampshire, PO7 7SQ ("the Original Transferor")]
- (3) THE GROVE (WATERLOOVILLE) MANAGEMENT COMPANY LTD (company number 13699210) whose registered office is at 24 Picton House Hussar Court, Waterlooville, Hampshire, United Kingdom, PO7 7SQ (the "Management Company")

1. Definitions

- 1.1 The "Property" means []
- 1.2 The "Transfer" means a Transfer dated [] made between
The Original Transferor (1) and [] (2)
- 1.3 The "Transferee's Covenants" means all covenants and obligations
undertaken by the Transferee in the Transfer in so far as they relate to the
Property
- 1.4 The "Transferee" includes where the context so admits the successors in title
of the Transferee and where the Transferee is more than one person all
covenants and agreements on the part of the Transferee contained in this
deed shall be deemed to have been made jointly and severally by all such
persons constituting the Transferee

- 2.1 The Transferee has agreed to accept a transfer of the Property together with the benefit of easements and other rights set out in the Transfer
- 2.2 The Transfer provides that the Transferee (and his successors in title) shall enter into a Deed of Covenant in the manner set out in the Transfer and the parties to this deed have agreed to enter into this deed accordingly

The Management Company covenants with the Transferee with effect from the date on which the Transferee completes the transfer to it of the Property that it will perform its covenants set out in Clause 12.7 of the Transfer

The Transferee covenants with the Original Transferor and the Management Company that the Transferee will:

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

EXECUTED as a **DEED** by)
LANDWISE LIMITED acting by [)
, a director, in the presence of:)
)
)

Signature of witness:

Name:

Address:

EXECUTED as a **DEED** by **THE**
GROVE (WATERLOOVILLE)
MANAGEMENT COMPANY
LTD acting by [],
a director, in the presence of:

Signature of witness:

Name:

Address:

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

Signature of witness:

Name:

Address:

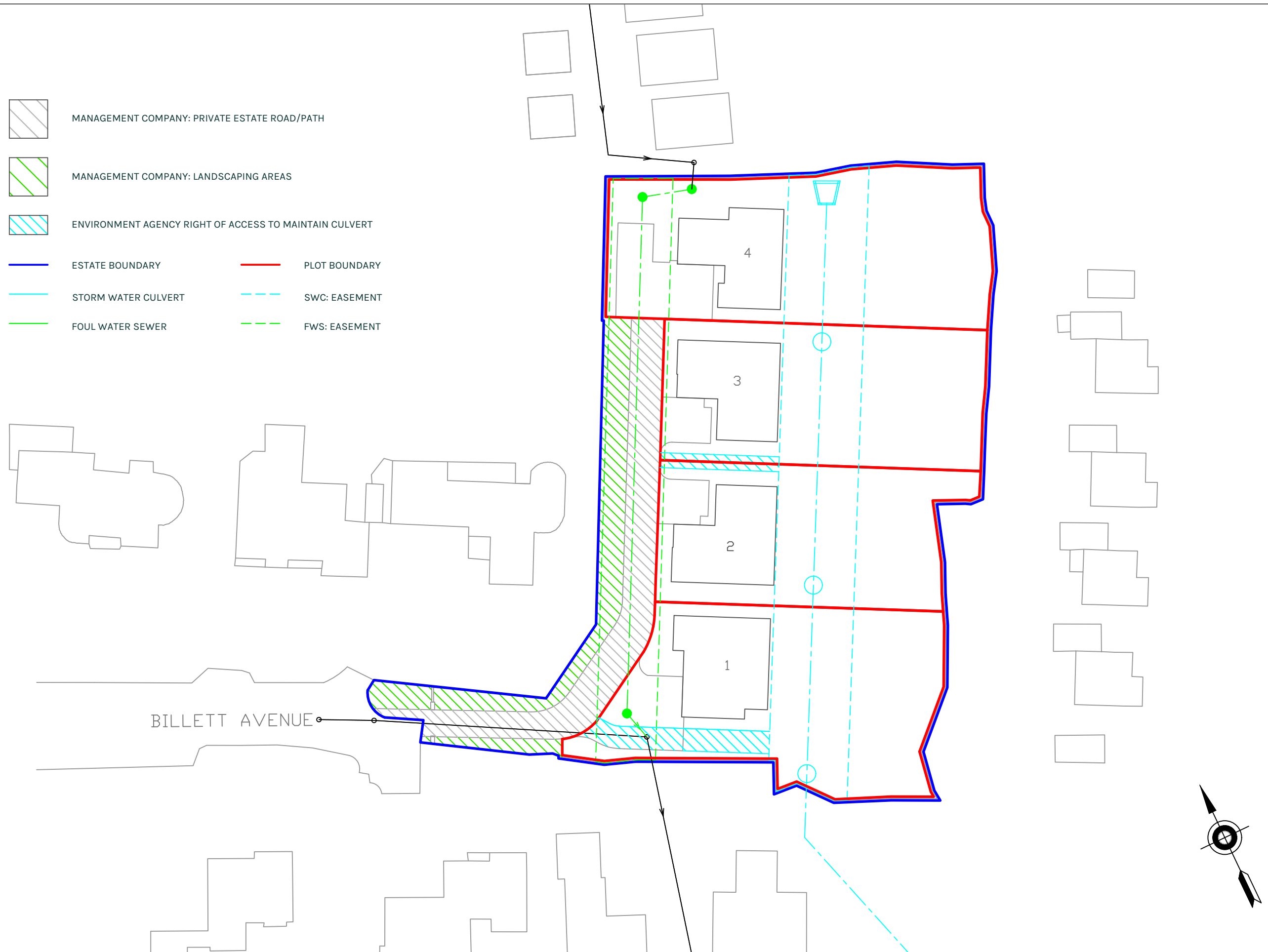
WARNING

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

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

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

-  MANAGEMENT COMPANY: PRIVATE ESTATE ROAD/PATH
-  MANAGEMENT COMPANY: LANDSCAPING AREAS
-  ENVIRONMENT AGENCY RIGHT OF ACCESS TO MAINTAIN CULVERT
-  ESTATE BOUNDARY
-  PLOT BOUNDARY
-  STORM WATER CULVERT
-  SWC: EASEMENT
-  FOUL WATER SEWER
-  FWS: EASEMENT



A3



LANDWISE

PROJECT:
THE GROVE, BILLETT AVENUE,
WATERLOOVILLE, HAMPSHIRE, PO7 7SZ

TITLE:
ALL PLOTS - DEED PLAN

DRAWING NUMBER:
LW.20.04.DP

DATE:
NOV 2021

SCALE:
1:500

REVISION:
A B **C** D E F G H J K L M
N P Q R S T U V W X Y Z