DATED 10TH MARCH **2016**

COPSEYS NURSERY (HAVANT) MANAGEMENT COMPANY LIMITED

and

REMUS MANAGEMENT LIMITED

MANAGEMENT AGREEMENT

relating to

Nursery Fields
Denvilles
Havant

MOORE BLATCH
solicitors

11 The Avenue
Southampton
Hampshire
SO17 1XF

T. +44 (0)23 8071 8000
F. +44 (0)23 8071 8121

www.mooreblatch.com

Ref: EJB/RRK/31204/2022

Moore Blatch is the trading name of Moore Blatch LLP, which is a limited liability partnership registered in England and Wales, registration number OC335180. The registered office is 11 The Avenue, Southampton SO17 1XF.

THIS AGREEMENT is made the 10TH MARCH 2016

BETWEEN

(1) **COPSEYS NURSERY (HAVANT) MANAGEMENT COMPANY LIMITED** (Company Registration Number 08775992) whose registered office is at Tollbar House Tollbar Way Hedge End Southampton Hampshire SO30 2UH ("the Company") and

(2) **REMUS MANAGEMENT LIMITED** (Company Registration Number 02570943) whose registered office is Fisher House, 84 Fisherton Street, Salisbury, Wiltshire SP2 7QY ("the Manager")

WHEREAS

(1) The Company whose details and members are defined in Schedule 2 to this agreement, is the management company for the Development (as hereinafter defined)

(2) BDW Trading Limited (Company Registration Number 3018173 and whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF) is developing the Development (as hereinafter defined) and erecting thereon the Dwellings and intends to dispose of the Dwellings on a freehold basis by way of the Plot Transfer (as hereinafter defined)

(3) The Company has agreed to appoint the Manager to carry out the management of the Development and the Manager has agreed to accept such appointment on the terms hereinafter appearing

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement the following words expressions and phrases shall (except where the context otherwise requires) have the meanings respectively assigned to them

1.1.1 "**the Accounting Period**" means the period from the 1st February in every year during the continuance of this Agreement to the 31st January of the following year or such other annual period as the Company may in its discretion from time to time determine as being that in respect of which the accounts relating to the Estate shall be made up

1.1.2 **"Business Days"** means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday

1.1.3 "**the Commencement Date**" means the date that the Company notifies to the Manager that it wishes to commence the Management

1.1.4 "**the Common Parts**" means all the external common parts of the Estate not intended to form part of any of the Dwellings and comprising the whole of the Estate except for the Dwellings together with all fixture and fittings therein or thereto for use in common by Transferees and Occupiers

1.1.5 "**the Development**" means the Dwellings and the Common Parts

1.1.6 "**the Dwellings**" means any dwellinghouse and premises let with any dwellinghouse whether or not contiguous or on the same floor including any garage or storeroom

1.1.7 **"the Estate"** means the residential development known as Nursery Fields, Denvilles, Havant excluding the Dwellings as shown on the attached plan

1.1.8 "**the Fees**" means the commission and other remuneration payable for the Manager's services set out in the Schedule

1.1.9 **"the Health and Safety File"** means a source of information needed prior to and during future construction work which includes maintenance alterations refurbishments and demolition and to be kept up to date

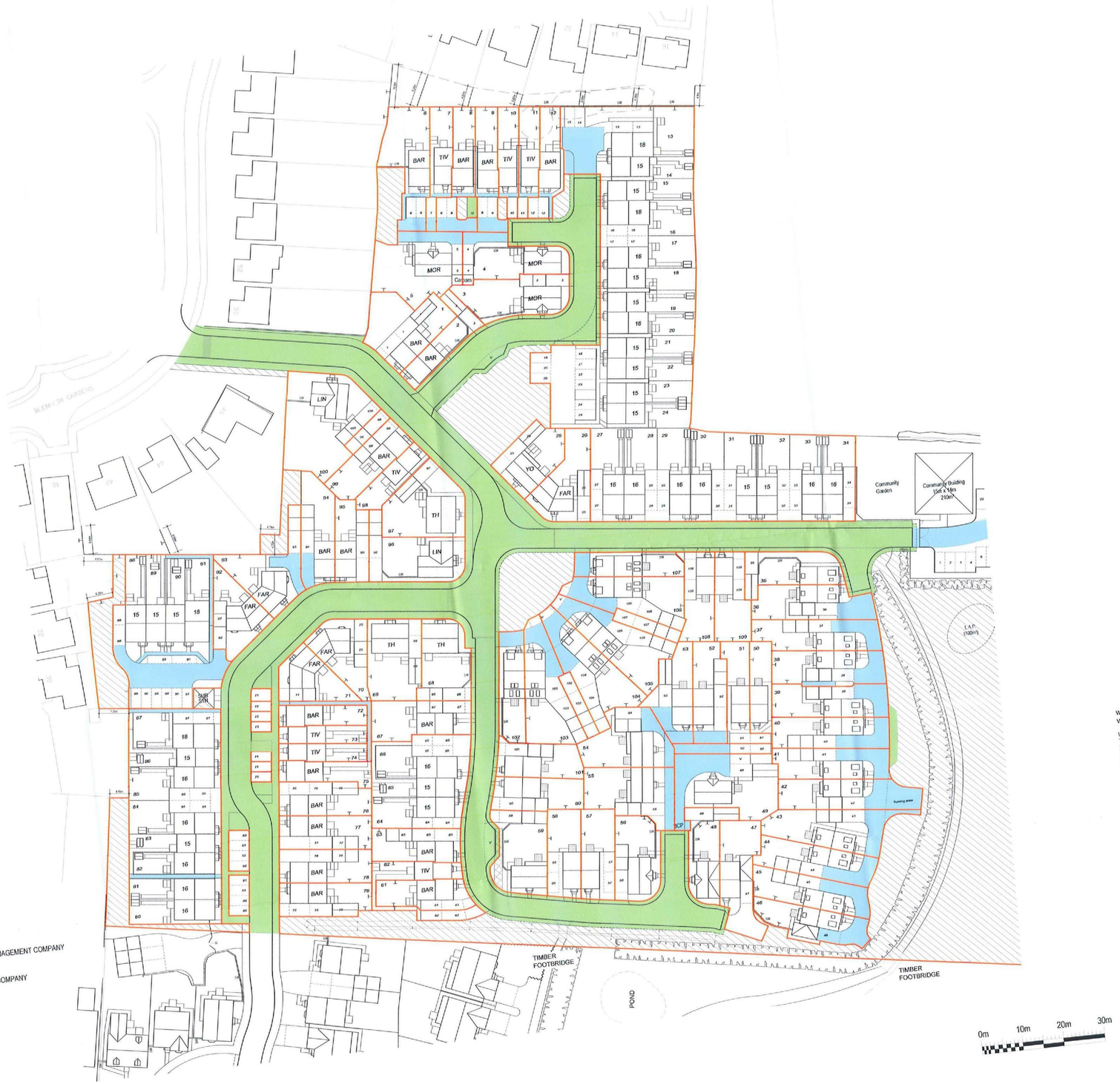
1.1.10 "**Maintenance Charge**" means the monies payable by the Transferees or by the Occupiers or by any other person pursuant to the provisions of the Plot Transfers

1.1.11 "**Management**" means the management of the Development

1.1.12 "**Management Information**" means details of agreements entered into by the Manager in connection with the Management and all information including accounts property registers records of tenants and computer records maintained by the Manager on behalf of the Company

1.1.13 "**the Management Scheme**" means the management scheme for the Development prepared by the Manager and agreed by the Company

1.1.14 "**NHBC**" means the National House Building Council



KEY

- PLOT BOUNDARY
- BOUNDARY OWNERSHIP
- RECIPRICAL RIGHT OF WAY
- PRIVATE ROADS AND FOOTPATHS MAINTAINED BY MANAGEMENT COMPANY
- PUBLIC OPEN SPACE MAINTAINED BY MANAGEMENT COMPANY
- SUBSTATION
- BT EASEMENT

Rev.	Date	Description	Drawn	Checked
W	17-11-15	BT easement added.	DGP	DGP
V	20-08-15	R.R.O.W removed from visitor parking spaces fronting plots 102 -107.	DGP	DGP
U	17-08-15	Plot 5 boundary line with P.O.S. amended.	BAS	DGP
T	15-07-15	Plots 35 & 109 amended.	DGP	DGP
S	11-02-15	Plots 101 & 57 shown.	DGP	DGP
R	09-02-15	Revised to amended approved planing layout	DGP	DGP
Q	25-09-14	Front path to plot 94 amended.	BAS	DGP
P	19-03-14	Plot 12 plot boundary red line amended.	DGP	DGP
N	27-02-14	"T" marks added to plots 12, 63, 62, 69 & 70.	DGP	DGP
M	26-02-14	Open space red lines added.	DGP	DGP
L	24-02-14	Plot 8, 9 & 10 amended.	DGP	DGP
K	24-02-14	Plot 12 & 13 amended.	DGP	DGP
J	20-02-14	Plot 93 R.R.O.W amended.	DGP	DGP
H	19-02-14	Plot 94 boundary amended.	DGP	DGP
G	11-02-14	Boundary amended adjacent to plot 90.	DGP	DGP
F	27-01-14	Status amended.	DGP	DGP
E	16-01-14	Red lines affecting plots 36-40 & 74 amended.	DGP	DGP
D	07-01-14	Red lines to plots 54-59 amended.	DGP	DGP
C	06-01-14	Site access & parking to plots 8, 10, 95 & 96 amended.	DGP	DGP
B	05-11-13	Boundaries to plots 11-13 amended.	DGP	DGP
A	07-10-13	Boundaries to plots 6-13 & 85-94 amended.	DGP	DGP

Client

DAVID WILSON HOMES

aap architecture

Project

Phase 2, Denvilles,
Manor Farm, Havant.

Drawing Title

Conveyance Plan

Scale 1:500 @ A1

Date Aug 2013

Drg.No. P974/CON/01

Drawn VB

File P974-Planning

Rev. W

Checked DGP

Drawing Status

Conveyance

AAP Architecture Ltd, Unit A, Monument Business Centre, Monument Way East, Woking, Surrey GU21 5LY. Tel: 01483 727345 Fax: 01483 727375
Web: www.aap-arc.co.uk E-mail: projects@aap-arc.co.uk

This drawing is the copyright of AAP Architecture Ltd.

1.1.15 **"the Occupiers"** means the occupiers of the individual Dwellings comprised within the Development if different from the Lessees

1.1.16 **"Phase One"** means the Common Parts serving plots 1 to 24 (inclusive) and plots 68 to 100 (inclusive) on the Development

1.1.17 **"the Plot Transfer"** means the Transfer of the Dwellings substantially in the form of the Transfer annexed hereto and "Plot Transfers" has a corresponding plural meaning

1.1.18 **"the Term"** means the term starting on the Commencement Date and for a fixed term of two (2) years from such date and thereafter until terminated by either party serving not less than three (3) months prior written notice on the other party expiring at the end of the then current Accounting Period or earlier if statute requires but subject to Clause 10 hereof

1.1.19 **"Transferees"** means the transferees of the individual Dwellings comprised within the Development and "**Transferee**" has a corresponding singular meaning

1.2 Words importing the singular meaning where the context so admits include the plural and vice versa

1.3 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner

1.4 The clause and paragraph headings in this Agreement and the Schedules hereto are for convenience only and do not affect its interpretation

1.5 Reference to a statute or a provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force

2. APPOINTMENT OF MANAGER

2.1 The Company appoints the Manager to be agent for the Management during the Term and the Manager accepts such appointment. The Company or Successors in title reserve the right to collect the Maintenance Charge themselves and let the Insurance at 7 days notice.

2.2 The Company authorises the Manager to act for it in its name and on its behalf at the Company's expense

2.2.1 to perform any act and do anything referred to in Clauses 4 and 5

2.2.2 generally to do execute and perform any other act or thing not specified in Clauses 4 and 5 which the Company could do itself in respect of the Management

2.3 The Manager shall co-operate with any other professional advisers instructed by the Company in relation to the Development whose names have been notified to the Manager by the Company and supply to them promptly at the Company's expense all such Management Information as they shall reasonably request

2.4 it is acknowledged that the Management of Phase One by the Manager commenced prior to the date of this Agreement on 1 May 2015 and for the avoidance of doubt the parties agree that the provision s of this Agreement shall incorporate the Management of Phase One

3. COMPANY'S OBLIGATIONS

The Company hereby covenants with the Manager as follows:-

3.1 To pay the proportion of the Maintenance Charge applicable to the Development attributable to unsold Dwellings from the date of commencement of the Management until the legal completion of the unsold Dwellings but not including any contribution to the Fees

3.2 Not to transfer the freehold or any reversionary interest in the Development without procuring that the transferee completes an agreement in the same form mutatis mutandis as this Agreement (including this undertaking)

3.3 To pay to the Manager any monies received by it from any Transferees which are properly due to the Manager

3.4 To dispose of the Dwellings using only the Transfer in connection therewith and subject to such reasonable amendments and/or modifications as the Company may allow or require and which do not materially affect the structure or management covenants of the Transfer

3.5 Upon legal completion of the sale and purchase of each Dwelling by the Developer to collect the proportion of Maintenance Charge then due from the Transferee named in the Transfer (the receipt of Maintenance Charge only which the Manager shall be entitled to from the date of such Transfer) and pay such Maintenance Charge to the Manager within fifteen (15) Business Days of receipt by the Company or its Solicitors

3.6 To rectify any material defects in the construction of the Common Parts and all other buildings and structures thereof (excluding the Dwellings) which may be notified by the Manager to the Company within one (1) month following the completion of the sale and purchase of the last Dwelling by the Company such rectification to be carried out as soon as shall be reasonably practicable after the date of such notification and to a good and professional standard which complies with the requirements of the NHBC

3.7 To notify the Manager in writing at least ten (10) Business Days before the date the Company requires the Manager to effect Building Insurance Cover for the buildings comprising the Dwellings (if any)

3.8 Upon the completion of the sale and purchase of each Dwelling to forthwith or procure a third party to forthwith

(a) complete and dispatch or cause to be completed and dispatched notification thereof to the Manager

(b) give notice to the Transferees of all such Dwellings directing future payments of Maintenance Charge to be paid to the Manager and if notwithstanding any such notice as aforesaid any Transferee shall pay any Maintenance Charge aforesaid to the Company forthwith pay over all such monies to the Manager as soon as shall be reasonably practicable and

(c) forward a certified copy of each Transfer to the Manager for its retention

3.9 Not during the Term to grant any consents relating to any matter or thing for which consent is required in accordance with the terms of the Transfer without prior consultation with the Manager

3.10 To make available the Health and Safety File to the Manager as soon as reasonably practicable after the completion of the Development

4. MANAGER'S OBLIGATIONS TO THE COMPANY

The Manager hereby covenants with the Company at times during the continuance of this Agreement to perform and comply with the following obligations:-

4.1 Subject to the provisions of Clause 8 of this Agreement to observe and perform the obligations on the part of the Company contained in the Transfers and to indemnify the Company against any actions losses costs claims or demands arising from any breach of the Transferors' obligations contained in the Transfers due to any act or omission or default on the part of the Manager

4.2 Diligently to enforce from time to time the covenants on the part of the Transferees contained in the Transfers

4.3 To carry out the Management diligently in accordance with the reasonable requirements of the Company and the Management Scheme and to protect and promote the interests of the Company and in an orderly and businesslike manner

4.4 In all matters to act loyally and faithfully towards the Company

4.5 To pay all taxes rents (if any) rates electricity gas and other charges insurance premiums expenses and outgoing payable by the Company in respect of the Development and to make any payments necessary in the Management

4.6 If the Manager is registered for VAT to maintain VAT records and to account to H M Customs and Excise for all VAT for which the Company is liable under the Value Added Tax Act 1983 Schedule 6 and 6A and the Finance Act 1989 Section 18 and Schedule 3 or any legislation modifying or amending the same in respect of the supply in respect of the Development or the grant of any right or interest therein or surrender of such interests or rights any Maintenance Charge sums or other payments in the period allowed for payment

4.6.2 Within fourteen (14) days of submission or receipt to supply the Company with a copy of each VAT return or assessment

4.6.3 To claim any refund due in respect of VAT promptly and to receive and bank the same without delay

4.7 To employ or engage pay and supervise all persons necessary in the Manager's opinion to be employed in the Management such persons to be the Manager's and not the Company's employees and to pay all National Insurance taxes pension fund payments compensation redundancy and other payments and taxes or assessments required in connection with employment or engagement of such persons and to discharge or remove any such persons and appoint another or others and to make enquiries into the employment history and background of all prospective employees and to satisfy itself that all such persons employed are honest and trustworthy

4.8 To notify the Company of any breaches by the Transferees of the provisions of the Transfers committed by any of the Transferees and to take such steps in relation thereto as the Company shall require

4.9 4.9.1 To maintain up to date Management Information accurately reflecting all transactions in the Management and to make the Management Information available to the Company and to permit the Company and the Company's accountant and auditors and other representatives at all reasonable times to inspect and take copies of all things material to the Management and for this purpose to enter any premises used in connection with the Management

4.9.2 To keep the accounts in accordance with good accountancy custom

4.9.3 To have the accounts audited in accordance with the Transfers

4.9.4 To submit copies of the accounts to the Company within ninety (90) days of the end of each Accounting Period

4.9.5 To keep the accounts for not less than six (6) years

4.9.6 To render statements to the Company of all rents and other sums collected since the Commencement Date up to the next quarter day and thereafter on each quarter day in each year and if required to produce to the Company receipts or vouchers in respect of any payment

4.9.7 To maintain a separate bank account in respect of the Management

4.10 To comply with the provisions of all statutory and local government legislation and any licences permissions and consents required under such legislation in the Management

and any codes of management practice required or provided for under any such legislation including (without prejudice to the generality of the foregoing) to comply with all legislation relating to Safety Health and Environment and Fire Precautions

4.11 Not to describe itself as agent or representative of the Company except as expressly authorised by this Agreement

4.12 Not to pledge the credit of the Company in any way

4.13 4.13.1 To advise on all applications from Transferees for consent to the carrying out of any alterations or works in any Dwelling for assignment or subletting or to change the use or otherwise vary the terms of any Transfer

4.13.2 To inspect the Development regularly and to ensure reasonable compliance with the provision of all Transfers relating to any Dwelling

4.13.3 To deal directly with all Transferees and prospective Transferees of any Dwelling and to arbitrate in any dispute between them if required and to consult with any residents or tenants association

4.14 To enter into any necessary agreements with any cleaning security services engineers contractors or other specialist firms for the provision of services and facilities to the Development including the maintenance and renewal of the Plant and maintenance of the Common Parts

4.15 To prepare the Management Scheme and produce the same to the Company for approval on or before the Commencement Date

4.16 To prepare or have prepared specifications and plans and to supervise any work in connection with repairs renewals improvements alterations or other building operations in or to the Development

4.17 To act at all times in accordance with the principles and procedures for the time being recommended by the Royal Institution of Chartered Surveyors in relation to the Management of the Estate and with any Code of Management Practice approved by the relevant Minister or Secretary of State under the Housing and Urban Development Act 1993 or other current legislation

4.18 4.18.1 Not to assign charge or otherwise deal with this Agreement without the prior written consent of the Company

4.18.2 Not to delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms or with the Company's written consent

4.19 To comply with the terms of any default notice specifying a breach of the provisions of this Agreement and requiring the breach to be remedied so far as it may be but nothing in this clause is intended to require the Company to serve notice of any breach before taking action in respect of it

4.20 Prior to the engagement of any person firm or company who is to be employed to carry out any construction work (including cleaning maintenance alterations refurbishments replacements or demolition works on the Development) to ensure their competence and that they are adequately resourced to carry out the work in question and that they will provide as soon as reasonably practicable after completion of such work all such information as is necessary to keep the Health and Safety File up to date and available to the Company

4.21 Without prejudice to the generality of the foregoing to comply with all reasonable and proper instructions and requirements of the Company in respect of any addition to or variation or alteration of the services provided at the Estate from time to time hereafter

4.22 To maintain the Landscaping Areas in accordance with the Management Scheme and the annexed Maintenance Charge Projections until such time as the legal title for the Landscaping Areas is transferred to the local authority and to assist the Company where necessary with providing replies to any enquiries raised by the local authority relating to the legal transfer and its registration at the Land Registry

5. MANAGER'S OBLIGATIONS RELATING TO THE ESTATE

The Manager hereby covenants with the Company at all times during the continuance of this Agreement to provide the following services and perform and comply with the following obligations for the benefit of the Transferees

5.1 To maintain and keep the Development and all buildings situated thereon in good repair renewing and replacing any part or any Plant and equipment as necessary and to keep the amenity areas in a neat and tidy condition and the Plant in good working order in accordance with the Transfers and (without prejudice to the generality of the foregoing):-

5.1.1 to clean regularly the Common Parts of the Development including the cleaning of external paths and drives and to clear regularly fallen leaves

5.1.2 To treat surface ice but only if the Occupiers require this to be done and confirm that they are willing to pay an addition to the Maintenance Charge for such obligation

5.1.3 to clean and when necessary repair and replace the furniture fixtures and fittings within the common areas of the Development

5.1.5 to maintain regularly all other machinery provided for the communal use of the Transferees

5.2 To prepare a programme for the regular maintenance of the buildings on the Development the Common Parts and the Plant and equipment serving the same and including the furniture and fittings situated therein and to advise the Lessees of such programme and the budgeted cost of the same and to consult with the Transferees in relation thereto

5.3 To procure that the Development shall be insured in its full reinstatement value together with appropriate public liability cover in the name of the Company and to procure that a note of the Transferees' interests in the Dwellings and the Development shall be endorsed on the policy all in accordance with the obligations as to insurance contained in the Transfers

5.4 To ensure that the insurance is arranged at the best value and in the interests of the Transferees and that an annual review is made of the cover and the level of premiums and agreed with the Company

5.5 To permit any Transferee who wishes to do so to inspect the insurance policy or the proof of payment of premiums free of charge **PROVIDED THAT** a reasonable charge may be made for the supply of copies of the same

6. MAINTENANCE CHARGE

The Manager hereby covenants with the Company at all times during the continuance of this Agreement to perform and comply with the following obligations so far as the same relate to the Maintenance Charge

6.1 To collect the Maintenance Charge from the Transferees in accordance with the terms of the Transfers and such Maintenance Charge shall be applied in the maintenance of the Development in accordance with the provisions of the Transfers

6.2 To hold in trust for the Transferees all advance payments collected from the Transferees in respect of the Maintenance Charge **PROVIDED THAT** (a) the Manager shall be entitled to retain and deduct from the advance payments as aforesaid such sums as shall represent the proper expenses and outgoings incurred by the Manager in performing the obligations of the Company pursuant to the Transfers and (b) (for the avoidance of doubt) the Manager shall be entitled to charge the Fees as part of the Maintenance Charge and to retain and deduct the same or a fair proportion thereof from the advance payments as aforesaid

6.3 Each year to draw up a proposed budget with estimates of all charges to be levied on Transferees by the Manager and the Company and to ensure that such budget contains a realistic estimate based on evidence then reasonably available and to produce copies of the budget to the Transferees and/or the Occupiers in accordance with the provisions of Clause 7.1.1 of this Agreement and the Manager confirms that it will use all reasonable endeavours to ensure that the budget is not exceeded

6.4 Within three (3) months of the expiry of an Accounting Period to procure the final accounts be certified by a chartered accountant for such Accounting Period in accordance with the terms of the Transfers and to forthwith produce the same to the Company for approval and upon the approval of such accounts by the Company (which shall not be unreasonably withheld or delayed) to furnish final copies of such accounts audited as aforesaid to the Transferees no later than six (6) months after the end of each Accounting Period

6.5 In the event of this Agreement being terminated as herein provided then the advance sums referred to sub-clause 6.2 of this Agreement shall forthwith be transferred into the name of the Company and the Manager shall forthwith sign and execute all necessary documents to effect such transfer and hereby appoints the Company its attorney with power as its act and deed or otherwise to execute and sign all such documents and things required to be executed and signed under this sub-clause with power to appoint a substitute or substitutes for such purpose

7. CONSULTATION

7.1 The Manager shall consult with the Transferees and Occupiers regarding all major management proposals likely to have a significant effect in quality of service or level of Maintenance Charges and:-

7.1.1 shall provide the Transferees and/or the Occupiers with a copy of the proposed Maintenance Charge budget and allow a reasonable time (not being less than twenty eight (28) days) for comment and

7.1.2 shall hold at least one meeting with the Transferees and/or the Occupiers prior to the review of the Maintenance Charge budget and

7.1.3 will take reasonable account of the comments made by the Transferees and/or the Occupiers that directly affect their Dwellings and will advise them of the outcome of the consultation

8. TERMINATION

This Agreement shall terminate

8.1 if the Manager shall be in breach of any of its obligations contained in this Agreement and shall fail to remedy such breach or breaches (whether or not capable of being remedied) to the Company's entire satisfaction within a reasonable period following written notice from the Company of such breach or breaches (it being agreed that such period shall in any event not exceed two (2) months but may be shorter if it is reasonable in the circumstances)

8.2 if the Manager (being a company) goes into liquidation either compulsory or voluntary (save for the purposes of reconstruction or amalgamation) or if a receiver is appointed in

respect of the whole or any part of its assets or if the Manager (being an individual) is declared bankrupt (or in the case of the Manager being a partnership an individual partner becomes bankrupt or the dissolution of the partnership) or if the Manager makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgement is made against the Manager or any similar occurrence under any jurisdiction affecting the Manager

8.3 if the Manager engages in any conduct prejudicial to the Development or the Management generally or the reputation of the Company

8.4 if any material change occurs in the management or control of the Management and in particular any change of directors of the Manager dealing with the Management save where agreed by the Company in writing prior to any exchange

9. TERMINATION CONSEQUENCES

9.1 On the expiration or other termination of this Agreement the Manager undertakes forthwith to:

9.1.1 return to the Company all originals and copies of documents comprised in the Management Information

9.1.2 cease carrying on the Management

9.2 The Manager shall not later than twenty eight (28) days after the termination of this Agreement furnish to the Company a complete and accurate account of all transactions subsequent to those shown in accounts last submitted with estimates of turnover of the Management to such expiration or termination date and not later than forty two (42) days after such date pay to the Company any sums due under this Agreement

9.3 The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement

9.4 For the avoidance of doubt the Manager shall be entitled to Fees under the terms of this Agreement up to and including the date of expiration or termination of this Agreement but not in respect of any period thereafter

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement between the parties and shall only be capable of variation by the parties in writing

11. DISPUTES

11.1 If any dispute or difference shall arise between the parties in relation to the terms and conditions of this Agreement or in relation to the due discharge of the obligations of the parties hereunder or to their respective rights duties or obligations or as to any matter or thing in any way arising out of or connected with the subject matter of this Agreement such dispute shall be referred to an independent arbitrator to be agreed upon by the parties or in the absence of agreement to be appointed on the application of either party by the President or the Vice President for the time being of the Royal Institution of Chartered Surveyors or any successor institute and such reference shall be conducted in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

12. NOTICES

12.1 Any notice required to be given under the terms and provisions of this Agreement shall (save as otherwise herein provided) be given in writing and left at or sent by registered or recorded delivery post to the appropriate party at its registered office from time to time and shall be deemed to have been served forty eight (48) hours after posting such notice and in proving service it should be sufficient to show that the envelope containing the notice was duly addressed stamped and posted and any notice or document shall also be sufficiently served if sent by email or by facsimile transmission to the party to be served and that service shall be deemed to be made on the day of the transmission if transmitted before 4pm on a working day but otherwise on the next following working day

13. NON-PARTNERSHIP

13.1 The parties are not partners or joint venturers nor is the Manager able to act as agent of the Company save as authorised by this Agreement

14. LAWS

14.1 The Laws of England shall apply hereto

IN WITNESS whereof this Agreement has been executed as a Deed by the parties the day and year first before written

SCHEDULE 1

The Fees

1.	The services to be carried out under this Agreement	See annexed Estate Charge and Explanatory Notes

MOORE BLATCH
solicitors

Estimated Estate Charge

31204/2022/Nursery Fields

Remus

The Professionals in Residential Block & Estate Management

Estate Charge Projections
in respect of
Copseys Nursery
Denvilles
Havant

	£
Landscape Maintenance	4,000.00
Public Liability Insurance	1,250.00
Electricity	1,000.00
Provision for Minor Repairs	1,500.00
Cleaning	1,000.00
SUDS Inspection Maintenance	1,000.00
Statutory Health & Safety Risk Assessment	350.00
Management Company Costs	500.00
Bank Charges	200.00
Accountancy	770.00
Managing Agents Fees	4,800.00
Total	**16,370.00**
Transfer to Reserve Funds	
Resurfacing to unadopted highway and paths	2,500.00
External Redecorations	
Total	**2,500.00**
Total	**18,870.00**
Amount per plot (÷ 100)	**£188.70**

05/09/2013

Remus

The Professionals In Residential Block & Estate Management

Explanatory Notes re Estate Charge Projections for Copseys Nursery Denvilles Havant

Landscape Maintenance:
8 hrs per visit at £20.00 per hour x 20 visits per annum = £4,000.00

Public Liability Insurance:
A public liability insurance policy will be put in place at a projected annual premium of £400.00 in respect of the Public Open Spaces, roads and paths.

Electricity:
Based on an annual charge of £1,000.00 per annum to cover the cost of electricity in respect of street lighting.

Provision for Minor Repairs:
A total sum of £1,500.00 per annum to cover the cost of any minor repairs as and when required.

Cleaning:
Based on an estimate of 4 hours per bi-monthly visit at an hourly rate of £25.00 per hour
£100.00 per bi-monthly visit x 6 visits = £600.00, to sweep and litter pick roads and paths, plus £400.00 to jet wash permeable paving areas = £1,000.00 per annum

SUDS Inspection and Maintenance Contract:
We have estimated that the maintenance contract should be approximately £1,000.00 per annum.

Company Costs:
To cover the costs incurred which includes – production and filing of Company Accounts, Annual Return, and Tax Return

Statutory Health & Safety Risk Assessment:
Statutory Heath & Safety Risk assessment will be carried out after management has commenced, at a cost of approximately £350.00 then as and when required in accordance with statutory regulations and guidelines.

Bank Charges:
Charges levied by the Bank for maintaining the Service Charge Client Account

Accountancy Fees:
These relate to the production and circulation of the annual service charge account.

Managing Agent Fees:
An amount of £40.00 + VAT per property, per annum. A summary of the services provided within our fees is enclosed.

Transfer to Reserve Fund :
Resurfacing of unadopted highway an amount of £2,500.00 per annum

Remus Management 05/09/2013

SCHEDULE 2

MOORE BLATCH
solicitors

Certificate of Incorporation

31204/2022/Nursery Fields

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company No. 8775992

The Registrar of Companies for England and Wales, hereby certifies that

COPSEYS NURSERY (HAVANT) MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on **14th November 2013**

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

SIGNED as a Deed by the Company acting by)
a Director and the Secretary/two Directors)

[redacted]

SIGNED as a Deed by the Manager acting by)
a Director and the Secretary/two Directors)

[redacted]

Land Registry
Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

1 Title number(s) out of which the property is transferred:
SH25428

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

Plot Number [ ] Nursery Fields, Havant

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:

Give full name(s).

Complete as appropriate where the transferor is a company.

5 Transferor:

BDW TRADING LIMITED (Company Number 3018173)

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.

6 Transferee for entry in the register:

[ ]

Each transferee may give up to three addresses for service,

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

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.

[ ]

8 The transferor transfers the property to the transferee

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.

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures): [ ] Pounds (£[])

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

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee subject to the Title Modifications

☐ limited title guarantee

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

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

☐ 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:

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.
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.
Include words of covenant.
Include words of covenant.
Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12

Additional provisions

Definitions

12.1.1 **Title Modifications** shall mean the following variations to the covenants for title implied by virtue of selling with full title guarantee:

12.1.1.1 the covenant implied by Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall be amended by substituting the words "at the Transferees cost" for the words "at his own cost"

12.1.1.2 The covenant implied by section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 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

12.1.2 **"the Property"** shall mean all or any part of the land transferred and where the context so requires or permits shall include the dwelling and (if any) a garage and/or parking space erected thereon

12.1.3 **"the Estate"** shall mean all the land now or

formerly comprised within the above mentioned title number but excluding any electricity sub-station

12.1.4 **"the Estate Roads"** shall mean the roadways cycle ways (if any) and footpaths now constructed or to be constructed on the Estate and serving or intending to serve the Property which are not part of any individual property and which are intended to be privately maintained roads and footpaths and which are shown for identification on the Plan shown shaded green so as to provide access between the Property and the public highway.

12.1.5 **"The Estate Sewers"** shall mean the foul sewers (which are intended to become publically maintained sewers) and the surface water sewers (which are intended to be privately maintained sewers) constructed or to be constructed on the Estate and serving or intending to serve the Property .

12.1.6 **"the Transferor"** and **"the Transferee"** shall mean the parties named herein and shall include where the context so admits their respective successor or successors in title.

12.1.7 **"the Plan"** shall mean the plan annexed hereto

12.1.8 **"the Visitors Parking Spaces"** shall mean the parking spaces shown on the Plan and marked with a "V" (if any) and which are not comprised within the Estate Road

12.1.9 **"the Maintained Property"** shall mean:-

12.1.9.1 the Estate Roads the Reciprocal Rights of Way roadways forecourts courtyards access ways landscape areas amenity/play areas open space boundary fences (excluding fences abutting Plots shown with "T" marks) stream (if any) play equipment lighting equipment (if any) and all and any other areas which are not intended to be maintained by individual purchasers of the Estate (but subject to clause 12.1.9.2)

12.1.9.2 any other area and/or facility within the Estate the Transferor determines shall be comprised in the Maintained Property in order to benefit the properties and owners/occupiers on the Estate or otherwise in the interest of good estate management

12.1.10 **"Management Company"** means [ ] Management Company Limited (Company No [ ]) whose registered office is at Tollbar House, Tollbar Way, Hedge End, Southampton SO30 2UH

12.1.11 **"Maintenance Charge"** means a fair and reasonable proportion of the amount expended or to be expended by the Management Company on the matters mentioned in Part 2 of the Fifth Schedule hereof apportioned and payable as the Management Company (acting reasonably) shall from time to time prescribe.

12.1.12 **"Service Installations"** means any foul water pump, the SUDS facilities, the sewers, drains, channels, pipes, watercourses, water pipes, cables, conduits, mains and any other conducting

media, tanks and apparatus for the supply of water, electricity, gas, telephone and television signals and for the disposal of foul and surface water.

12.1.13 **"Reciprocal Rights of Way"** means those shared footpaths, driveways and access ways (if any) including areas intended to form part of individual properties and shown shaded light blue on the Plan.

12.1.14 **"Deed of Covenant"** means a deed of covenant with the Management Company in the form contained in Schedule 7 hereto to observe and perform the covenants with the Management Company on the part of the Transferee contained in this Transfer duly executed by a successor in title to the Transferee

12.1.15 **"Accountant"** means an independent accountant (who shall be a member of a body of accountants established in the United Kingdom and for the time being recognized by the Secretary of State for the purposes of the Companies Act 1985) to be appointed by the Management Company

12.1.16 **"Accountant's Certificate"** means a written statement containing a breakdown of the Maintenance Charge and specifying the amount payable by the Transferee in accordance with the provisions of this Transfer

12.1.16 **"Suds Facilities"** means the surface water drainage system within the Estate (if any) including but not limited to the permeable surfaces water butts trench soakaways attenuation basins attenuation tanks swales valves infiltration pipe boreholes ponds and any other associated equipment or facility for drainage and monitoring of surface water in on or under the Estate collectively or (as the case may be) any of them

12.1.17 **"Financial Year"** means the period from 1 February in each year to 31 January in the following year or such other period as the Management Company may in its absolute discretion determine.

12.1.18 all words importing the masculine gender shall include the feminine or neuter gender as the case may be and where there are two or more persons included in the expression "the Transferee" then all covenants and agreements expressed to be made by or with them shall be deemed to be made by them jointly and severally

12.2 **Rights Granted for the Benefit of the Property**

The Property is transferred together with the benefit of the rights set out in the First Schedule hereto

12.3 **Rights Reserved for the Benefit of Other Land**

There is excepted and reserved out of the Property for the benefit of the Estate and the Transferor and its successors in title and the Management Company and all persons claiming under or authorised by it or them the rights set out in Part 1 of the Second Schedule hereto and

there is excepted and reserved unto the Transferor and its successors in title and the Management Company and to the relevant local authorities and statutory undertakers and service providers which for the avoidance of doubt includes Southern Electric Power Distribution ("Authorities") the rights set out in Part II of the Second Schedule hereto.

12.4 The Transferee covenants with the Transferor and the Management Company and also as a separate covenant with every other person who is the registered proprietor of any part of the Estate (for the benefit of the Estate and each and every part thereof and with the intention of binding the Property) in the terms specified in the Third Schedule

12.5 The Management Company covenants with the Transferor and the Transferee in the terms specified in the Fourth Schedule

12.6 The Management Company and the Transferee each covenant with the other and the Transferor in the terms specified in Part I of the Fifth Schedule

12.7 The Transferor and the Transferee agree and declare in the terms specified in the Sixth Schedule

12.8 **Covenants by the Transferee**

12.8.1 With the intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor that it will henceforth observe and perform the covenants contained and referred to in the Property and Charges Registers of the title number referred to in box 1 above to the extent that the same relate to and affect the Property and are restrictive or negative in character and will indemnify the Transferor and its successors in title to the Estate against all liability in respect thereof insofar as they relate to and affect the Property.

12.8.2 For the benefit and protection of the land comprised in the Estate (other than the Property) and each and every part thereof and (so far as may be) so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor and also (subject to the right hereinbefore reserved to the Transferor to withdraw vary release or abandon covenants restrictions stipulations and conditions) as a separate covenant with every other person who is now the owner of any part of the Estate that the Transferee will henceforth and at all times hereafter observe and perform the restrictions and stipulations set out in the Third Schedule hereto but not so as to render the Transferee personally liable in damages for any breach of a restrictive covenant occurring after it shall have parted with all interest in the Property.

12.8.3 The Transferee hereby further covenants with the Transferor and all Authorities:-

12.8.3.1 that the Transferee shall if required in writing by the Transferor or by any of the Authorities grant (at their own cost) to the Authorities such easements as they shall require in connection with the provision and maintenance of all Service Installations now constructed or to be constructed in on under over or upon the Property and in doing so the Transferor will pay the Transferee's legal fees in connection with the grant of such easements.

12.8.3.2 not at any time to plant any trees or other deep rooting plants or shrubs nor erect any building fences walls or other erection one and half metres either side of the Service Installations.

12.8.3.3 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 the free access to any Service Installations and to take all reasonable precaution to prevent such damage or injury.

12.9 The Transferee agrees not to transfer the Property without:

12.9.1 contemporaneously with such transfer requiring the transferee to enter into a Deed of Covenant with the Management Company and

12.9.2 paying any Maintenance Charge due at the date of the transfer.

12.10 **Application to Register**

The Transferor and the Transferee hereby apply to the Registrar to enter in the Register such of the said appurtenant rights exceptions reservations covenants conditions and stipulations as are capable of registration.

12.11 **Restriction**

12.11.1 The parties hereby apply to the Chief Land Registrar to enter a restriction on the Proprietorship Register of the Title to the Property as follows:-

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by [ ] Management Company Limited or, if appropriate signed on such proprietor's behalf by its secretary, conveyancer or managing agent that the provisions of clause 12.9 of the Transfer dated.....referred to in Charges Register have been complied with or that they do not apply to the disposition."

12.12 **Transferors Covenant**

12.12.1 The Transferor covenants with the Transferee that all dwellings on the Estate will be transferred on terms which are substantially the same as those set out in this Transfer.

12.12.2 The Transferor covenants with the Transferee and the persons deriving title under him that the

Transferor and its successors in title to the Estate (but without imposing any liability on any subsequent purchaser of only an individual plot of land with a dwelling on it or to be erected on it) will at its or their own cost comply with the provisions of any Section 106 Agreements under the Town & Country Planning Act 1990 so far as they relate to or affect the Property and indemnify the Transferee and the persons deriving title under him from and against all claims costs charges and liability in respect of them

THE FIRST SCHEDULE

1. A right of way at all times in common with all others entitled to the like right to and from the Property with or without vehicles over and along the Estate Roads (but on foot only over footpaths and with cycles over any cycleways)

2. The right at all times and for all reasonable purposes connected with the present and every future use of the Property with or without motor vehicles to go pass and repass along such parts of the Reciprocal Rights of Way as are not comprised within but are capable of directly serving the Property provided that such right is restricted to a pedestrian right only over pavements and footpaths and such other areas as are not intended for vehicular use

3. The right to take water electricity gas telephone and other appropriate services and to the passage of water and soil through the Service Installations and the Estate Sewers (and through the foul sewers intended for adoption until such time as they have been adopted) now laid or to be laid in or under any land (other than the Property) included in the Estate at the joint and equal expense of the owners for the time being of the Property and of the other land entitled to the user thereof subject to the Transferee bearing paying and contributing together with such other persons who are now or may hereafter be entitled to use any Service Installations which are not intended to become maintainable at public expense and enjoyed in common by the Property and any other property on the Estate a fair and reasonable proportion according to user of the costs of repairing and maintaining the same in a good and sufficient state of repair or if (applicable) such Service Installations.

4. All necessary rights over the adjoining or neighbouring land on the Estate in respect of eaves gutters rainwater pipes and other structures (if any) belonging to the dwelling erected or to be erected on the Property which overhang or underlie such adjoining or neighbouring land and ancillary structures (if any) thereof which extend beyond the boundaries of the Property.

5. The right upon giving reasonable notice (except in an emergency) to enter upon the adjoining or neighbouring land on the Estate (but only insofar

as is necessary) for the purpose of:-

5.1 connecting to laying renewing repairing maintaining cleansing and inspecting the Service Installations that serve the Property;

5.2 renewing repairing maintaining and inspecting the facing walls and foundations of the building or other structure erected or to be erected on the boundary line of the Property;

5.3 renewing repairing maintaining and inspecting the eaves gutters rainwater pipes and other structures overhanging or underlying the adjoining or neighbouring land

the Transferee or any other person exercising the rights granted making good all damage done in exercise thereof at its own expense and without delay and provided always that none of the rights granted in this Schedule shall apply to or be exercised over any land transferred to or vested in an Electricity Board or other Authorities.

6. The right to use the Visitors Parking Spaces for short term parking only by visitors to the Property not exceeding 2 days in any 14 day period subject to space being available and to any regulations made by the Transferor relating thereto.

7. The right to use the amenity/play areas and/or open spaces (if any) for the purposes of quiet enjoyment only provided that such use shall not be or become a nuisance or annoyance to any other owner or occupier for the time being of the Estate.

8. A right of support from the adjoining land on the Estate for the Property and all dwellings erected or to be erected on it.

THE SECOND SCHEDULE

PART 1

Rights excepted and reserved to the Transferor and its successors in title and Management Company for the benefit of the Estate

1. The right to take water electricity gas and other services and to the passage of water and soil through the Service Installations and Estate Sewers now laid or to be laid in or under the Property for the benefit of the remainder of the Estate until adoption of the Service Installations by the appropriate Authorities or to the extent that they are not so adopted subject to them being maintained and repaired at the joint and equal expense of the owners for the time being of the Property and of the other land entitled to the use thereof.

2. All necessary rights over the Property in respect of eaves gutters rainwater pipes and other structures (if any) belonging to the dwellings erected on the adjoining or neighbouring land which overhang or underlie the Property and ancillary structures (if any) thereof which extend beyond the boundaries of the adjoining or neighbouring land.

3. The right upon giving reasonable notice to enter upon the Property (but only insofar as is necessary and not including entry to any dwelling) for the purpose of:-

3.1 laying renewing repairing maintaining cleansing and inspecting Service Installations and/or making connections thereto;

3.2 renewing repairing maintaining and inspecting the facing walls and foundations of the building or other structure erected on the boundary line of adjoining or neighbouring land;

3.3 renewing repairing maintaining or inspecting the eaves gutters rainwater pipes and other structures overhanging the Property;

the Transferor or other person exercising the rights reserved doing so in a reasonable manner causing the minimum of inconvenience and disturbance to others and making good all damage done in exercise thereof at its own expense and without delay.

4. The right for the Transferor to grant for the benefit of the Estate all easements wayleaves licences rights and privileges needed by all Authorities including electricity boards and other statutory authorities oil supply companies and television and radio service companies in connection with the services usually provided or maintained by them (which if necessary the Transferee shall (at the cost of the Transferor) enter into).

5. The right at any time hereafter (but so far as only reasonably necessary for such purposes) to enter upon the Property for the purposes of complying with the landscaping and tree and shrub planning requirements imposed upon it by the local planning authority the Transferor making good any damage caused.

6. The right to enter the Maintained Property for the purpose of inspecting renewing repairing and maintaining the Maintained Property in accordance with the obligations set out herein.

7. The right to use any Visitors Parking Space comprised in the Property for short term parking only by visitors to other properties on the Estate subject to the same terms as those set out in paragraph 6 of the First Schedule.

8. The right at all times and for all purposes with or without motor vehicles to go pass and repass along such parts of the Reciprocal Rights of Ways as are comprised within the Property provided that such right is restricted to a pedestrian right over pavements and footpaths and such other areas as are not intended for vehicular use.

THE SECOND SCHEDULE

PART II

Rights excepted and reserved to the Transferor the Management Company and the Authorities

1. The free and uninterrupted right of passage and running of water soil gas electricity and other services into and through any of the Service Installations now constructed or to be constructed in or under the Property or any part thereof with full rights of entry (but not including entry to any dwelling) with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using such Service Installations the Transferor or other the person exercising such rights doing as little damage as possible and forthwith making good any damage thereby occasioned.

2 All easements wayleaves licences rights and privileges granted or to be granted by the Transferor to the Authorities in connection with the services usually provided or maintained by them for the benefit and advantage of the Estate or any part thereof and the Transferee (at the Transferor's cost) shall if necessary grant to the said Authorities such easements as they shall require in connection with the provision and maintenance of those services.

3 The free and uninterrupted right of passage and running of electricity for SSE Power Distribution Plc through any of the cables now constructed or to be constructed in or under the Property or any part thereof with full rights of entry for SSE Power Distribution Plc with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using such cables and the breaking up and/or excavating of so much land on the Property as is necessary (but not including the surface of any land covered by a building) Provided Always that SSE Power Distribution Plc or other the person exercising such rights shall do as little damage as possible and forthwith make good any damage thereby occasioned.

4. The free and uninterrupted right of passage and running of gas for SSE Pipelines Limited through any of the pipes now constructed or to be constructed in or under the Property or any part thereof with full rights of entry for SSE Pipelines Limited with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using such pipes and the breaking up and/or excavating of so much land on the Property as is necessary (but not including the surface of any land covered by a building) Provided

Always that SSE Pipelines Limited or other the person exercising such rights shall do as little damage as possible and forthwith make good any damage thereby occasioned.

5. The right to drain surface water from the Property

THE THIRD SCHEDULE

Covenants by the Transferee for the benefit of the Estate

1. Not to erect or permit to be erected on the Property in front of the prescribed building line any fence or wall other than a brick wall not exceeding 1 metre with gate piers not exceeding 1 metre erected in a proper and workmanlike manner and to be constructed of facing bricks Provided that no such wall or fence shall be erected if prohibited by planning conditions relating to the Property.
2. Not to allow the fences on the Property where marked "T" within the boundaries on the Plan to fall into disrepair but to maintain the same in good repair and condition.
3. Not to use or permit to be used the Property or any building on the Property for the carrying on of any trade or business whatsoever or for any other purpose other than for each housing unit to be a single private dwelling.
4. Not to sell or suffer to be sold on the Property or any part thereof any wines spirits beer or intoxicating liquor of any kind.
5. Not to do or permit to be done on the Property anything which will be an alteration to or a departure from the overall landscaping scheme for the Estate as a whole except that trees and shrubs up to a height of six feet may be planted and grown if permitted by any planning permission relating to the Property.
6. Not to mutilate or remove the trees and/or shrubs which may be planted within the boundary of the Property pursuant to any landscaping scheme or requirements of the local planning authority.
7. Not repair or maintain any motor vehicles (other than minor repairs or maintenance to private motor cars owned by the occupiers of the dwellings on the Property) on any part of the Property.
8. Not to use the garage (if any) on the Property other than exclusively as a private garage for the keeping therein of a private motor car or motor cycle and items of a domestic or horticultural nature and not to carry out any trade or business in or from such garage and not to use the same for the storage of goods in connection with or ancillary to any trade or business or other than in accordance with the requirements of the planning consent permitting the construction of the Property.
9. Not to obstruct or allow to be obstructed the Estate Roads the Maintained Property Reciprocal Rights of Way forecourts and footpaths and not to allow oil or any other material to accumulate thereon and

not to do or suffer thereon anything which may be or become a nuisance or annoyance to the Transferor or to the owners or occupiers of any adjoining or neighbouring property and to indemnify the Transferor in respect of any breach of this covenant.

10. Not to erect any external TV aerials or satellite dishes on the Property or any part thereof without the written consent of the Transferor (such consent not to be unreasonably withheld or delayed).

11. Not to do or permit or allow to be done any act matter or thing which shall or may be or become a public or private nuisance or cause annoyance damage grievance or any inconvenience to any owner or occupier of land or buildings within the Estate.

12. Not within a period of five years from the date hereof to erect any additional buildings (temporary or otherwise) or extensions or make any alterations to existing buildings on the Property without the previous consent in writing of the Transferor (such consent not to be unreasonably withheld).

13. Not to keep or allow to be kept on the Property or any part thereof any poultry or animals (other than cats and dogs) and not to permit any cat or dog to cause any nuisance inconvenience or annoyance to the owner or occupier of any of the other properties on the Estate.

14. Not to expose hang out or allow to be exposed or hung out at the front or at the sides of the dwellinghouse erected on the Property any washing or materials or articles of any description to dry or air.

15. Not to use or permit to be used any parking space for any purpose other than the parking of a private motor vehicle and not to carry on or permit to be carried on therefrom any trade or business whatsoever.

16. Not to keep or park on the Property any caravan trailer sailing or motor vessel.

17. Not to obstruct any forecourt or the use of any of the Visitors Parking Spaces (if any) or other area not appertaining solely to the Property.

18. Not to use the Property or any part thereof or (so far as the Transferee can prevent the same) any street path or road abutting the Property for the housing garaging or parking of any vehicle other than one which in appearance is a private motor car or small trade van (hereinafter referred to as a permitted vehicle) and no permitted vehicle shall be parked or remain standing on any part of the Property except on a parking space or hard standing provided for this purpose.

19. Not to erect any building or structure or wall or fence or plant any tree or shrub over any sewer pipe manhole ventilation shaft pump duct cable or other works or installations whatsoever associated with the foul or surface water drainage system for the Estate or other Service Installations nor on or

over land within 4 metres measured horizontally from the centre line of any such sewer pipe manhole or any other Service Installation nor shall access to and egress from any Service Installation be obstructed nor shall the Property be used in such a way as to render the rights herein reserved difficult or inconvenient to exercise or which may cause them damage.

20. To comply with and observe any regulations made from time to time by the Transferor and or the Management Company in the interest of good estate management.

21. Not to remove or alter any SUDS Facilities without the consent in writing of the Local Planning Authority or the Environment Agency

22. Not to allow the SUDS Facilities within the Property to fall into disrepair

23. Not to permit the level of the ground at the Property to be raised so as to alter the distance between the level of the ground and any electricity cables or wires situated within the Property at the date of this Transfer without the written consent of Southern Electric Power Distribution Plc.

24. Not to permit the level of the ground at the Property to be raised so as to alter the distance between the level of the ground and any gas pipes situated within the Property at the date of this Transfer without the written consent of SSE Pipelines Limited.

FOURTH SCHEDULE

(Covenants by the Management Company)

1. To keep maintain repair and renew the Maintained Property and any Service Installations and any other equipment or structures within the Maintained Property in a good state of repair and condition

2. To keep clean the Maintained Property and any lamps provided for the illumination thereof and to repair and maintain all tools electrical and other equipment and apparatus including any gates barriers or other security provided or obtained for the use of the Management Company in connection with its obligations in a good state of repair and condition.

3. To maintain an insurance policy or policies for the Maintained Property against all risks including public and third party liability as the Management Company shall in its absolute discretion deem necessary.

3.1. To make all payments necessary for the above purpose within seven days after the same shall become due

3.2. To produce to the Transferee on demand the policy

of such insurance and the receipt for each such payment

4. To pay all rates taxes assessment and outgoings charged imposed or assessed in respect of the Maintained Property

5. Upon receipt of any Deed of Covenant and application made pursuant to Clause 12.9 hereof to consent immediately in writing to the registration of the person named therein as proprietor at H M Land Registry

FIFTH SCHEDULE - PART I

(Covenants by the Management Company and the Transferee in respect of the Maintenance Charge)

1. The Management Company shall as soon as practicable after the 1st day of February in each Financial Year prepare estimates of Maintenance Charge ("Estimated Management Costs") and shall forthwith thereafter notify the Transferee of such Estimated Management Costs

2. The Transferee shall on 1st February and 1st August in each Financial Year pay to the Management Company such sum as the Management Company shall determine as a fair and reasonable interim payment on account of the Estimated Management Costs

3. That in the event of the Maintenance Charge (or any part thereof) remaining unpaid 14 days after the same shall have become due (whether formally demanded or not) the Transferee shall pay interest at the rate of 4 per cent per annum above the Base Rate of Barclays Bank plc prevailing from time to time upon the amount remaining unpaid from the date upon which it became due to the date of payment thereof and if not so paid shall be deemed to be a debt due to the Management Company and recoverable by action and the Transferee shall pay all expenses (including Solicitors' costs and Surveyors' fees) incurred by the Transferor or the Management Company in the recovery of any arrears of Maintenance Charge

4. The Management Company shall in respect of each calendar year keep accounts of the sums spent by it on the matters specified in Part II of this Schedule ("Actual Management Costs") and shall as soon as reasonably practicable after the end of each Financial Year cause the amount of the Actual Management Costs to be determined by an Accountant.

5. As soon as the Accountant shall have determined the amount of the Actual Management Costs for the relevant period the Management Company shall

cause the Accountant to prepare the Accountant's Certificate which shall be conclusive and binding on the Management Company and the Transferee as regards all matters contained specified or certified in the Accountant's Certificate.

6. Upon receipt of the Accountant's Certificate the Transferee shall forthwith pay to the Management Company the balance (if any)of the Actual Management Costs incurred during such Financial Year and the amount of the Estimated Management Costs for the current Financial Year notified to the Transferee in accordance with paragraph 1 hereof shall be amended (whether by addition or subtraction) to take into account any excess or deficiency in the Actual Management Costs incurred in the preceding year

7. If any dispute difference or question shall arise between the Transferee and the Management Company in relation to the provisions of Parts I and II of this Schedule then such dispute difference or question shall be referred by either party thereto to the determination and award of a Chartered Surveyor acting as an expert to be chosen by the said parties (or in default of an agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors) whose determination and award shall be final and binding on both parties and whose fees and expenses shall be borne by the parties in such proportion as the said Chartered Surveyor shall determine

8. The Transferee agrees to become a member (and director if so required) of the Management Company when so required by the Transferor and to complete and sign all necessary documents relating thereto

FIFTH SCHEDULE - PART II

(Expenditure to be recovered by means of the Maintenance Charge)

1. The sums spent by the Management Company in and incidental to the observance and performance of the covenants on the part of the Management Company contained in the Fourth Schedule and Part I of this Schedule

2. All fees charges expenses salaries wages and commissions paid to any auditor accountant surveyor valuer architect solicitor or any other agent contractor or employee whom the Management Company may employ in connection with the carrying out of its obligations under this Transfer including the costs of and incidental to the preparation of the estimates notices and accounts referred to in Part I of this Schedule

3. The costs of effecting and maintaining in force the

insurance policy referred to in the Fourth Schedule

4. All rates (including water rates) taxes assessments and any other outgoings payable in respect of the Maintained Property

5. All sums paid by the Management Company for the repair maintenance cleaning lighting security and managing of the Maintained Property and Service Installations comprised therein whether or not the Management Company was liable to incur the same under its covenants herein contained

6. Any tax (including Value Added Tax) paid or payable by the Management Company to the extent that the same is not recoverable by the Management Company

7. Any interest or other charges incurred by the Management Company in borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule

8. The costs of administering the Management Company including the costs of preparing and auditing accounts the expenses of the Directors and the Secretary the printing and sending out of notices circulars reports or accounts the holding of meetings and all fees payable to any statutory body or any other body

9. Such sum as the Management Company shall determine as desirable to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure including (without prejudice to the generality of the foregoing) the re-surfacing of the roads parking spaces and footpaths comprised in the Maintained Property

10. The costs incurred by the Management Company in the recovery of any arrears of Maintenance Charge whether as a result of Court proceedings or otherwise.

SIXTH SCHEDULE

AGREEMENTS AND DECLARATIONS

1. The Transferee shall not by virtue of this Transfer acquire or be entitled to any easement or right of light or air which would prejudice restrict or interfere with the free use or enjoyment of any adjoining or neighbouring land of the Transferor (including the Estate) for building or other purposes and any enjoyment of light or air had by the Transferee from or over adjoining or neighbouring land of the Transferor (including the Estate) shall be deemed to be had by the consent of the Transferor.

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 and the premises of which the other half of such wall forms part shall each enjoy and be subject to such rights of support protection and entry as may be necessary for the maintenance repair and where necessary the rebuilding of the said wall.

3. All eaves spouts down pipes rainwater spouts cisterns passages drains water pipes gas pipes and electricity cables and all other matters and things now used or intended to be used 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 a fair and proportionate expense of the owners of the land entitled to use the same

~~4. The Transferor shall hold the Variable Rent Charge paid to it pursuant to the Fourth Schedule and the like provisions contained in transfers of other properties on the Estate in trust for the Transferee and the transferees of such other properties in due proportion as stated in Paragraph 1 of such Schedule until such sums are expended and shall have the powers to invest such monies are set out in the Fourth Schedule.~~

~~5~~4. If any sums due to be paid by the Transferee under the terms of this Transfer or any part thereof shall be unpaid after becoming payable the Transferee shall pay to the Transferor interest upon such sum or sums as shall remain unpaid at the rate of four per cent (4%) (per annum) above the base rate (or its equivalent) from time to time on Barclays Bank Plc (but if such Bank shall cease to exist or shall not have a base rate or equivalent then at 4% per annum above the base rate of a comparable UK bank nominated by the Transferor) calculated on a day to day basis from the date of the same becoming due down to the date of payment, but without prejudice to the operation of the right of re-entry herein before contained or any such right of the Transferor in respect of non-payment of such sums.

~~6~~5. If any dispute shall arise between the Transferor and the Transferee or any other owners or occupiers for the time being of any other parts of the Estate relating to the Property or any part thereof or any other matters contained in this Transfer then such dispute shall be referred for the determination and award of a Surveyor appointed jointly by the parties in dispute whose determination and award will be final and binding on the Transferee and any other parties to the dispute and such a Surveyor shall be entitled to require and be paid his proper fee in respect of each such reference such fee to be borne as the Surveyor shall award.

SEVENTH SCHEDULE
Deed of Covenant

THIS DEED OF COVENANT is made the day of 20
BETWEEN

(1) [ ] Management Company Limited (Company No: []) whose registered office is at Tollbar House, Tollbar Way, Hedge End, Southampton SO30 2UH and

(2) of (the "Purchaser")

WHEREAS:

(A) BY a Transfer ("the Transfer") dated the day of 20 made between BDW Trading Limited ("the Transferor") (1) the Management Company(2)and ("the Original Purchaser") (3) the Transferor transferred the Property known as to the Original Purchaser for an estate in fee simple subject as contained in the Transfer and subject to the payment of the Maintenance Charge upon the terms and conditions contained in the Transfer

(B) The Transfer contains a covenant by the Original Purchaser not to transfer the Property without contemporaneously obtaining the execution of a Deed of Covenant by the Purchaser with the Management Company in the form of this Deed of Covenant

NOW THIS DEED WITNESSETH as follows:

1. **Definition and Interpretation**

In this Deed unless the context so admits the definitions interpretations agreements and declarations contained in this Transfer shall (mutatis mutandis) apply hereto as though they were set out in full herein

2. **Covenant by Purchaser**

The purchaser hereby covenants with the Management Company that as from the date of the transfer to the Purchaser of the Property the Purchaser will pay the Maintenance Charge reserved by the Transfer and observe and perform the covenants and conditions on the part of the Original Purchaser contained in the Transfer

3. **Membership of Management Company**

The Purchaser hereby applies to the Management Company for membership of the Management Company

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 on behalf of
BDW TRADING LIMITED by

And

in exercise of the powers conferred on them by
a Power of Attorney dated 6 February 2013

Executed as a Deed on behalf of
[ ]
MANAGEMENT COMPANY LIMITED
by

And

in exercise of the powers conferred on them by
a Power of Attorney dated

Signed as a deed by

in the presence of:

Witness signature:

Witness name:

Address:

Occupation:

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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