

Land Registry

Transfer of part of registered title(s)

TF

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

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

SY842751

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

3. Property:

[REDACTED]

To be known as

[REDACTED]

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:

BELLWAY HOMES LIMITED

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: 670176

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6. Transferee for entry in the register:

[REDACTED]

For UK incorporated companies/LLPs

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

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

by rule 183 of the Land Registration Rules 2003.

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

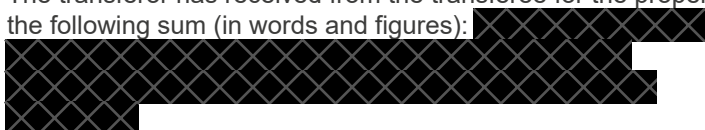
7. Transferee's intended address(es) for service for entry in the register:



8. The transferor transfers the property to the transferee

9. Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):



- ☐ 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

The Transferor shall not be liable under the covenants implied by Sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 by reason of the Property being subject to the following matters:

- 10.1 Matters revealed by searches and enquiries of statutory bodies statutory undertakers utility companies and any other competent authorities which the Transferee has made and/or which a prudent purchaser would make
- 10.2 Matters which would be revealed by an inspection or survey of the Property
- 10.3 Interests which override pursuant to Schedule 3 to the Land Registration Act 2002

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

- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

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

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

12.1 Definitions and Interpretation

- 12.1.1 "Adoptable Sewers" means any Service Media for the disposal of foul and surface water now or at any time laid within the Estate (as the case may be) and intended to be maintained at the public expense
- 12.1.2 "Allocated Parking Space(s)" means the parking space(s) edged green on the Plan or such other parking space as the Transferor may allocate from time to time if it becomes reasonably necessary to do so (if any)
- 12.1.3 "Common Areas and Facilities" means all the areas and facilities forming part of the Estate (but not exclusively) which do not form part of the Dwellings and which are intended to remain in private ownership and which are used in common by the occupants of the Dwellings including (as the case may be) but not limited to:
- (a) the roads footpaths common car parking areas (if any) accessways access areas forming part of the Estate and any roads footpaths car parking accessways and access areas substituted for them
 - (b) all hard and soft landscaped areas and garden areas (if any) forming part of the communal areas of the Estate
 - (c) all lighting systems lighting columns and any installations ancillary to them (if any)
 - (d) all Estate boundaries of whatsoever nature not forming part of any of the Dwellings (if any)
 - (e) all Service Installations but excluding any such Services Installations utilised exclusively by individual Dwellings together with all gates and security systems (if any)
 - (f) all environmental protection devices of whatsoever nature (if any)
 - (g) any bin stores and/or cycle stores serving the Property
- 12.1.4 "Drainage" means the disposal of foul and/or surface water as the context may admit
- 12.1.5 "Drainage Systems" means any sewers drains pipes manholes culverts soakaways channels watercourses and other conduits and systems necessary for Drainage and including any upgrading and improvement works pumping stations balancing facilities and all ancillary apparatus and equipment for Drainage insofar as the same are required to serve the Property
- 12.1.6 "Dwelling" means any dwelling (including houses or flats) or dwellings and its or their curtilages erected or to be erected on the Property and all other freehold and leasehold properties forming part of the Estate and

"Dwellings" means any one of them

- 12.1.7 "Estate" means the land situate at Little Meadow, Alfold Road, Cranleigh now or formerly comprised in the title number above referred to in Panel 1 together with any buildings or structures erected or to be erected on it or on some part of it
- 12.1.8 "Estate Roads" means any roads footpaths crossovers to footpaths cycleways and verges constructed or to be constructed on the Estate which are either to remain private or are intended to be adopted by the Relevant Authority and "Estate Road" shall mean any one of them as the context may admit
- 12.1.9 "Landscaping Scheme" means any landscaping scheme required by the local planning authority or otherwise agreed by the Transferor as part of the initial development of the Estate following the date of this Transfer
- 12.1.10 "Maintenance Expenses" means the reasonable monies actually and properly expended or reserved for periodical expenditure by or on behalf of the Residents Management Company or the Transferor in carrying out its obligations specified in the Second Schedule
- 12.1.11 "Necessary Consents" means the Planning Permission any Works Agreements and any other approvals and technical or other consents licences certificates and permissions required by any Relevant Authority relating to the development of the Property or the performance of the Transferor's obligations
- 12.1.12 "Owners" means each and every owner from time to time of the Dwellings within the Estate whose properties benefit from the Common Areas and Facilities
- 12.1.13 "Owners Proportion" means the proportion of the Maintenance Expenses payable by the Owners in accordance with the provisions of the Second Schedule
- 12.1.14 "Parties" means the parties to this Transfer and Party shall mean either one of them as the context admits
- 12.1.15 "Permitted Use" means the use as an individual dwelling for residential accommodation
- 12.1.16 "Plan" means the annexed plan annexed hereto
- 12.1.17 "Planning Permission" means the outline planning permission dated 1 July 2016 with reference WA/2015/0478 and reserved matters approval dated 28 July 2017 reference WA/2017/0738; and any variations thereto
- 12.1.18 "Relevant Authorities" means any public authority company or other body concerned with the adoption of roads, Service Media or the provision of Services and "Relevant Authority" means any one of them as the context may admit

Page contains plan identifying property (See clause 3)

- 12.1.19 "Residents Management Company" means Little Meadow (Cranleigh) Management Company Limited (Company Registration Number 11426781) whose registered office is at Woodlands Place Wickford Business Park, Hurricane Way, Wickford, United Kingdom, SS11 8YB
- 12.1.20 "Section 106 Agreement" means the Section 106 Agreement dated 1 July 2016 made between (1) Waverley Borough Council (2) Surrey County Council (3) Crownhall Estates Limited and (4) Jacqueline Margaret Trinder, Catherine Ruth Weller, Jeffrey Cozens-Smith and Karen Hearsum and any variation thereto; and any variations thereto
- 12.1.21 "Service Media" means any media ancillary equipment or structures (natural or man-made) used for the passage, storage or transmission of Services
- 12.1.22 "Services" means water, drainage, gas (if any), electricity, communication and other services
- 12.1.23 "Visitor Parking Space" means any parking space on the Estate intended for the use of visitors to the Property and Estate to be used for temporary parking only designated by the Transferor as such from time to time until adopted (if any)
- 12.1.24 "Works Agreements" means any agreement with supporting bonds (if required by a Relevant Authority) under (a) Section 38 or Section 278 of the Highways Act 1980 or similar agreement for the construction, maintenance, and adoption of roads and the connection of the same to the public highway or any other works to the public highway (b) Section 98 or Section 104 of the Water Industry Act 1991 or similar agreement relating to the provision, maintenance and adoption of Drainage Systems (c) any agreement with a Relevant Authority for the installation of Service Media and for the provision and supply of Services and (d) any other similar agreement or deed for carrying out works, maintenance and adoption of the same by a Relevant Authority
- 12.1.25 The expressions **Transferor** and **Transferee** include their respective successors in title and all covenants shall (where more than one person gives or becomes bound by them) be treated as joint and several
- 12.1.26 Words importing the masculine gender include the feminine
- 12.1.27 Words importing the feminine gender include the masculine
- 12.1.28 Words in the singular include the plural and words in the plural include the singular

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

12.2 Rights granted for the benefit of the Property

For the Transferee and its successors in title and those deriving title under the Transferee and all other persons authorised by it or them (including in particular the Relevant Authorities) with or without workmen equipment and materials for the benefit of the Property and each and every part thereof and any building or buildings now or hereafter erected thereon in common with all others entitled thereto the following rights:

12.2.1 Services

To the free and uninterrupted passage and running of Services through any Service Media that are now or maybe at any time constructed within the Estate and intended to serve the Property (so far as the Transferor has power to grant the right)

12.2.2 Rights of Way

To pass and repass for all purposes and at all times with or without vehicles (where applicable) over the Estate Roads until adoption as public highways and necessary to give access to and egress from the Property to an adopted highway for the purpose of the use and enjoyment of the Property the person exercising such right doing no unnecessary damage and making good any damage caused

12.2.3 Access

At all reasonable times after giving to the Transferor or the adjoining owner previous notice in writing (except in case of emergency) to enter upon those parts of the Estate as are then not built upon with or without workmen and any necessary materials plant machinery equipment and apparatus for the purpose of:

- (a) inspecting cleaning repairing installing maintaining and renewing any Service Media
- (b) making connections from any Service Media laid or to be laid within the Estate to any Service Media laid in the Property
- (c) carrying out any necessary works of construction or repair or maintenance to buildings on the Property which cannot reasonably be done without such access to the adjoining part of the Estate

the persons exercising such rights causing as little damage and inconvenience as possible and making good all damage caused

12.2.4 Support and Protection

Rights of lateral support and protection from the Estate as now enjoyed by the Property

12.2.5 Protrusion and Overhang

To have eaves gutters chimneys rainwater pipes fence posts and piers and foundations constructed now or at any time on the Property protruding into and overhanging the Estate

12.2.6 Common Areas and Facilities

To the extent reasonably necessary for the purpose of domestic use and convenience incidental to the occupation of the Property the right to use the Common Areas and Facilities at all times and for all purposes in connection with the use of the Property (having regard to the nature of the said Common Areas and Facilities being used) and

in particular but without prejudice to the generality of the foregoing to have a right of way with or without vehicles (as appropriate) at all times and for all reasonable purposes over any roads footpaths access areas accessways which serve the Property and which form part of the Common Areas and Facilities

12.2.7 Allocated Parking Space(s)

The right to the use of the Allocated Parking Space for the purpose of parking a private motor vehicle not exceeding three (3) tonnes gross laden weight

12.2.8 Visitor Parking Spaces

- (a) The right to use the Visitor Parking Spaces (until adopted) on the basis that:
 - (b) The right to pass and repass for all purposes and at all times with or without vehicles (where applicable) over the Estate Roads until adoption as public highways and necessary to give access to and egress from the Visitor Parking Spaces
- (i) They are used in common with the owners and occupiers of the Estate
- (ii) They are used on a "first come first served" basis
- (iii) They are used on a temporary basis only and no vehicle may remain parked for a consecutive period of more than 24 hours
- (iv) It is agreed and declared between the parties that this clause does not grant an exclusive right to use the Visitor Parking Spaces

Provided That in respect of this clause 12.2:-

- (a) The exercise of any such rights shall not materially affect the layout or development of the Estate or the adoption of works capable of adoption or shall prejudice or otherwise interfere with a structurally completed building or an intended building and/or its curtilage
- (b) The exercise of such rights is subject to the Transferee making good any damage caused as soon as reasonably practicable and causing as little inconvenience or disturbance as reasonably possible to 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

For the Transferor and its successors in title and those deriving title under the Transferor and all other persons authorised by it or them (including in particular the Relevant Authorities) and for the Residents Management Company for the benefit of the Estate and each and every part thereof and any building or buildings now or hereafter erected thereon in common with all others entitled thereto the following rights:

12.3.1 Services

To the free and uninterrupted passage and running of Services through any Service Media that are now or may be constructed within the Property and intended to serve the Estate

12.3.2 Access to the Property

At all reasonable times of the day after giving to the Transferee previous notice in writing, notice to be served at least 2 Working Days prior to required entry, (except in case of emergency) to enter upon those parts of the Property as are then not built upon with or without workmen and any necessary materials plant machinery equipment vehicles and apparatus for the purpose of:

- (a) inspecting cleaning repairing installing maintaining and renewing any Service Media
- (b) making connections from any Service Media laid or to be laid within the Property to any Service Media laid in the Estate
- (c) carrying out any necessary works of construction or repair or maintenance to buildings on the Estate which cannot reasonably be done without such access

the persons exercising such rights causing as little damage and inconvenience as possible and making good all damage caused

12.3.3 Support and Protection

Rights of support and protection from the Property as now enjoyed by the Estate

12.3.4 Landscaping Works

To plant trees or shrubs or carry out other landscaping operation on the Property to fulfill the requirements of the Relevant Authorities or execute other landscaping works required by them under planning conditions or similar obligations in respect of the Property

12.3.5 Protrusion and Overhang

To have eaves gutters chimneys rainwater pipes fence posts and piers and foundations constructed now or at any time on the Estate protruding into and overhanging the Property

12.3.6 Scaffolding

A right for the Transferor and such other persons as authorized by the Transferor to temporarily erect on any unbuilt part of the Property any scaffolding required to carry out works to any adjoining plots and to carry out such construction or works with workmen or tools subject always that:

- a) the Transferor shall ensure that the scaffolding is erected in a good and workmanlike manner and kept and

maintained in good condition at all times

- (b) no scaffolding shall be in place for a period of longer than 6 months without the prior consent of the Transferee
- (c) in the event that the scaffolding is no longer required the Transferor shall as soon as reasonably practicable dismantle and remove the scaffolding, immediately making good all damage to the Property to the reasonable satisfaction of the Transferee and in any event after 6 months unless previously agreed with the Transferee
- (d) no part or parts of the scaffolding shall be erected or allowed to be erected in such a way as to impede access to the Property or its use and amenity

12.3.7 Other Rights

Such other easements wayleaves licences rights and privileges which shall be required to be granted to the Relevant Authorities for the benefit and advantage of the Estate or any part thereof and the Parties agree that they shall if necessary grant to the Relevant Authorities such easements as they shall reasonably require in connection with the provision and maintenance of Service Media for the benefit of the Estate

Provided That in respect of this clause 12.3:

- (a) The exercise of any such rights shall not materially affect the layout or development of the Property or the adoption of works capable of adoption or shall prejudice or otherwise interfere with a structurally completed building or an intended building and its curtilage
- (b) The exercise of such rights is subject to the Transferor making good to the reasonable satisfaction of the Transferee any damage caused as soon as reasonably possible and causing as little inconvenience or disturbance as reasonably possible to the Property
- (c) The Transferor serving on the Transferee reasonable written notice that the Transferor wishes to exercise such right and the Transferee and the Transferor agreeing the position of the subject matter of the exercise of the proposed right (which in the case of Service Media shall wherever practicable be beneath roads footways footpaths or verges) and the terms of exercise thereof (such agreement not to be unreasonably withheld or delayed but not so as to require the payment of any consideration for the exercise of such right)

12.4 Covenants by the Transferee

- 12.4.1 The Transferee covenants with the Transferor (so as to bind successors in title to each and every part of the Property) in the terms set out in the First Schedule hereto

Include words of covenant.

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

12.4.2 Agreements and Declarations

- (a) The operation of Section 62 Law of Property Act 1925 and the rule in Wheeldon v Burrows are excluded from this transfer and the only rights granted with the Property are those expressly granted by this transfer and the only rights reserved to the Estate are those expressly reserved by this transfer.
- (b) The Transferee is not entitled to and the Property does not enjoy and will not acquire any right of light or air which might restrict or interfere with the free use of the Estate for any purpose.

12.4.3 Restrictions

The Transferor and the Transferee agree and declare as follows:-

The Transferee shall within a reasonable timescale after the date of this transfer apply to the Land Registry to register the following restrictions against the title to Property in the following terms:

"RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the Little Meadow (Cranleigh) Management Company Limited Company Registration Number 11426781 or by their conveyancer that the provisions of Part 4 paragraphs 3 and 4 of the Second Schedule of the Transfer dated _____ 2018 and made between (1) Bellway Homes Limited and (2) [REDACTED] have been complied with or that they do not apply to the disposition"

12.5 Future Liability

- 12.5.1 The Transferor shall not have any liability in respect of any part of the Estate which it disposes of
- 12.5.2 The Transferee shall not have any liability in respect of any part of the Property which it disposes of

12.6 Residents Management Company

- 12.6.1 The Residents Management Company covenants with the Transferor and as a separate covenant with the Transferee for the benefit of the Common Areas and Facilities and every part of them (subject to payment by the Transferee of the Owners Proportion but save for any part of such payment which relates to a bona fide dispute) to perform the obligations on the part of the Residents Management Company set out in the Second Schedule by its employees servants agents or other delegated independent contractors
- 12.6.2 If the Residents Management Company ceases to exist as

a company or if the Residents Management Company at any time defaults in the performance of any of the covenants or obligations on its part contained in this transfer then the Transferor shall (without prejudice to any other right or remedy of the Transferor against the Residents Management Company or any other person) perform the said covenants and obligations until the appointment by the Transferor of a successor to the Residents Management Company and the reasonable and proper costs and expenses thereby incurred by the Transferor shall be paid on demand to the Transferor by the Residents Management Company or by the Transferee and the owners of the other Dwellings

- 12.6.3 If the Residents Management Company fails to pay any sums due to the Transferor pursuant to Clause 12.6.2 then the Transferee covenants with the Transferor to pay the Rentcharges to the Transferor pursuant to the terms and conditions of this transfer but without prejudice to any right available to the Transferee to require a contribution or indemnity from the Residents Management Company
- 12.6.4 If the Residents Management Company goes into liquidation for any reason (whether compulsory or voluntary) or fails in a material way to observe and perform its covenants under this Transfer then and in any such case the Transferor and the Transferee will join with the transferees of the Dwellings in arranging for the carrying out of the matters mentioned in Part 1 and Part 2 of the Second Schedule to be carried out subject to the Transferee contributing an appropriate part of the expense of so doing in accordance with the provisions of this Transfer and in such circumstances the Transferor (acting reasonably) may agree the appointment of a successor to be called the Nominee
- 12.6.5 If a Nominee is appointed pursuant to clause 12.6.4 then the Transferee will join with the transferee and lessees of the Dwellings in arranging for the substitution of the Residents Management Company by the Nominee including (without limitation) entering into appropriate deeds whereby the Nominee covenants with each transferee and lessee of the Dwellings to observe and perform the covenants and obligations of the Residents Management Company contained in this Transfer and the Transferee covenants with the Nominee to observe and perform the covenants conditions and obligations on the part of the Transferee in favour of the Residents Management Company under this Transfer and if called upon to do so the Transferee shall release the Residents Management Company from all its obligations under this Transfer to the intent that no right of action shall from the date of the appointment of the Nominee subsist as between the Transferee and the Residents Management Company
- 12.6.6 The provisions of clauses 12.6.4 and 12.6.5 shall apply mutatis mutandis to appointments of a new manager at any time during their appointment

**THE FIRST SCHEDULE
Part 1**

**Transferee's Personal Covenants with the Transferor and with
other owners of the Estate**

- 1 At the reasonable written request of the Transferor but subject to the Transferor paying all reasonable and proper expenses incurred by the Transferee to grant to any Relevant Authority free of consideration such rights as may be reasonably required to enable the provision of Services to the Development
- 2 To comply with all such reasonable written regulations as the Transferor or the Residents Management Company may from time to time impose for the better management of the Estate
- 3 To reasonably maintain repair and renew the wall fence or similar boundary structure within the Property and any wall fence or other means of enclosure elsewhere within the Property as denoted by the T marks on the Plan
- 4 To pay in each relevant year the Owners Proportion in accordance with and as defined in the Second Schedule and will observe and perform the covenants on the part of the Transferee set out in the Second Schedule
- 5 To maintain the features of any landscaping as may be within or on the boundaries of the Property in accordance with the requirements of the local planning authority or pursuant to any such scheme of the Transferor and to replace any tree or shrub so planted on the Property which in the reasonable opinion of the Transferor needs to be replaced
- 6 By way of indemnity only to observe and perform the covenants and restrictions (if any) referred to in the Registers of the above title as at the date hereof so far as the same affect the Property and are still subsisting and capable of taking effect and to keep the Transferor indemnified against all actions proceedings costs claim and demands arising in respect of any future non observance or non performance

**THE FIRST SCHEDULE
Part 2**

Transferee's Restrictive Covenants

The Transferee covenants with the Transferor to the intent that the burden of such covenants shall run with and bind the Property and each and every part of it into whosoever hands the same may come and to the intent that the benefit of the covenants shall be annexed to and run with the Estate and each and every part of it that the Transferee will at all times after the date of this transfer observe and perform the following covenants:

Not for the period of 2 years from the date of this Transfer without the previous written consent of the Transferor (such consent not to be unreasonably withheld):

- 6.1 To make any addition or structural alteration to the dwellinghouse or any other building now erected on or forming part of the Property

6.2 To erect any other building or structure upon the Property (save for usual domestic sheds and refuse or bicycle storage units)

6.3 To erect any fence screen wall hedge or other boundary structure on the front or side boundaries of the Property

and in the event of such consent being granted not to carry out such work except in accordance with the plans elevations sections specifications and detailed drawings previously approved in writing by the Transferor (such approval not to be unreasonably withheld or delayed)

7 Not to erect or display any advertisement sign placard or hoarding of any kind on the Property (including any boundary wall or fence) and not to erect any "For Sale" or "To Let" board on the Property until the Transferor has completed the sale of all Dwellings on the Estate and has vacated the Estate

8 Not at any time without the written consent of the Relevant Authority to erect any building or other structure within three metres measured horizontally from the centre line of any Adoptable Sewers (such area, if any, being marked on the Plan) and not within such zone to plant any trees or other deep rooting plants or shrubs nor obstruct access with any necessary vehicles plant or equipment to any Adoptable Sewers (but to the intent that this covenant shall not prohibit the retention of any structure in place at the date of this Transfer and shall not prevent the erection of boundary features or parking areas)

9 Not at any time without the written consent of the Relevant Authority to erect any building or other structure within 1.5 metres measured horizontally from the centre line of any gas supply pipe (such area, if any, being marked on the Plan) nor within that zone to plant any trees or other deep rooting plants or shrubs nor to do or cause or permit to be done anything that causes damage or injury to or prevent access to any such gas supply pipe (but to the intent that this covenant shall not prohibit the retention of any structure in place at the date of this Transfer)

10 Not to do anything which may lessen the support or protection given by any party wall fence or other structure or feature for the Estate

11 Not to erect any rotary airer line pole or other apparatus for the drying of clothes or other apparel nor otherwise to leave out such apparel for drying in any position forward of the front elevation of any building on the Property

12 Not to park any heavy goods vehicle on any part of the Property or the Estate other than the temporary parking of emergency services vehicles, removal vehicles, delivery vehicles and any other such vehicles that may reasonably require temporary parking and not to park any light goods vehicle such as a caravan boat trailer or similar type of vehicle on the Estate or the Property except within a garage or otherwise out of sight of the other properties on the Estate save as aforesaid Provided That for the avoidance of doubt the Transferee may park light goods

	commercial vehicles within designated parking spaces or garages on the Property.
13	Not to use or keep on the Property (other than in an emergency) any operative machinery other than the usual domestic machinery
14	Not to use or suffer the Property or any part of it to be used for the keeping or breeding of any poultry birds or animals other than the keeping (but not breeding) of domestic pets
15	Not to remove or destroy any tree or shrub planted on the Property as part of any landscaping scheme unless in accordance with good husbandry (and as soon as practicable to replace any tree or shrub on the Property which dies or is removed or destroyed and which in the reasonable opinion of the Transferor needs to be replaced) and for the period of 2 years from the date hereof on the Property to maintain any Landscaping Scheme (if any) on the Property to the Transferor's reasonable satisfaction
16	Not to erect any building on or obstruct or otherwise obscure any part of the Property which is required by the Relevant Authority to be kept clear for vision splay purposes and not to do or permit anything to be done whereby any Estate Roads shall be damaged or made unfit for use or obstructed
17	Not to use the Property or any building erected thereon for any purpose other than the Permitted Use
18	Not to do or permit to be done any act or thing in or upon the Property or any part of it or any part of the Common Areas and Facilities which may render void or voidable any policy of insurance of the Common Areas and Facilities or may operate to increase the premium payable in respect of it
19	Not to construct any connections to Drainage Systems and/or Service Media other than connections as agreed with the Transferor such consent not to be unreasonably withheld or delayed and in accordance in each case with the requirements of the Relevant Authorities and all Necessary Consents
20	Not to lay any Service Media underground otherwise than in accordance with the requirements of the Relevant Authorities and all Necessary Consents
21	Not to use the Property for any trade or business (which shall not preclude working from home) or for any illegal or immoral purpose or for any sale by auction car boot sale or otherwise than for the Permitted Use
22	Not to erect any notices signboards or other signage without the prior approval of the Transferor (such approval not to be unreasonably withheld or delayed)
23	Not to erect any satellite dish or television aerial or

	ancillary apparatus otherwise than such which is in a position which is not clearly visible from any Estate Road
24	Not to transfer the freehold of the Property without first obtaining and delivering to the Transferor a deed containing covenants duly executed by the disponee in the same form as the covenants contained in Part 7 of the Second Schedule
25	Not to obstruct the Visitor Parking Spaces (other than by the parking of a motor vehicle in accordance with the provisions of clause 12.2.7) or allow any mud soil or deleterious matter to remain on them
<p style="text-align: center;">THE FIRST SCHEDULE Part 3 Covenants by the Transferor</p>	
1	<p>The Transferor covenants with the Transferee to the intent that the burden of such covenants shall run with and bind the Estate and each and every part of it into whosoever hands the same may come and to the intent that the benefit of the covenants shall be annexed to and run with the Property and each and every part of it that the Transferor will at all times after the date of this transfer observe and perform the following covenants:</p> <p>1.1 to comply with its obligations in the Planning Permission and the Section 106 Agreement</p> <p>1.2 to construct the Estate Roads to be adopted to adoptable standards</p> <p>1.3 to construct the Adoptable Sewers to adoptable standards</p>
2	The Transferor also hereby covenants with the Transferee and the other owners and occupiers of the Estate that it will maintain, repair and renew the Estate Roads and Adoptable Sewers to be adopted until adoption
3	The Transferor further covenants to indemnify the Transferee against all costs claims demands and liability incurred sustained by the Transferee or arising directly or indirectly as a result of the non-observance or non-performance by the Transferor of its obligations under this Schedule
4	To observe and perform the Covenants at Part 5 of the Second Schedule
<p style="text-align: center;">THE SECOND SCHEDULE Maintenance Obligations Expenses and Administration of the Common Areas and Facilities PART 1</p>	

Common Areas and Facilities

- 1 Keeping the Common Areas and Facilities properly repaired maintained replaced and surfaced and (where appropriate) lighted
- 2 Keeping any landscape areas within the Common Areas and Facilities in a neat and tidy condition tending any flower beds and shrubs in accordance with good horticultural practice and maintaining repairing and where necessary re-instating any boundary wall hedge or fence enveloping the landscape areas
- 3 Keeping the Estate Roads not to be adopted properly repaired maintained replaced and surfaced and (where appropriate) lighted
- 4 Keeping any Visitor Parking Spaces properly repaired maintained replaced and surfaced
- 5 Keeping in good order and repair any Service Media within the Common Areas and Facilities
- 6 Effecting insurance against the liability of the Residents Management Company to third parties and against such risks and in such amount as the Residents Management Company shall think fit
- 7 Repairing maintaining inspecting and as necessary reinstating or renewing all apparatus equipment plant and machinery not specifically mentioned but which serves the Common Areas and Facilities

PART 2

Section 1

Residents Management Company's expenses, outgoings, other heads of expenditure and administration

- 1 The reasonable expenses properly incurred by the Residents Management Company in carrying out its obligations under this Schedule
- 2 The reasonable cost of employing contractors to carry out any of the Residents Management Company's obligations under this transfer or if any repairs redecorations renewals maintenance cultivation or cleaning is carried out by the Residents Management Company itself its normal reasonable charges (including reasonable profit) in respect thereof
- 3 The reasonable fees and disbursements properly paid to any surveyor or managing agent employed by the Residents Management Company in respect of the management of the Common Areas and Facilities in connection with the collection of the service and rent

charges payable by the Owners of properties comprised in the Estate liable to pay the same (including the Property) and in the administration and investment of such service and rent charges.

- 4 The reasonable fees and disbursements properly paid to any accountant solicitor or other professional person in relation to the preparation auditing or certification of any account of the costs expenses outgoings and matters referred to in this Schedule and the rent charges granted and service charges reserved respectively by the transfers and leases of other properties within the Estate.
- 5 All other reasonable expenses (if any) properly incurred by the Residents Management Company in or about the maintenance and proper and convenient management and running of the Common Areas and Facilities and any interest paid on any money borrowed by the Residents Management Company to defray any expenses incurred by it and specified in this Schedule.
- 6 Any irrecoverable Value Added Tax or tax of a similar nature payable in respect of any costs expenses outgoings or matters falling within any paragraph of this Schedule.
- 7 Such reasonable sum as shall be estimated by the managing agent or if none by the Residents Management Company (whose decision shall be final save for manifest error) to provide a reserve to meet part or all of all reasonable sums or any of the reasonable costs expenses outgoings and matters mentioned in the foregoing paragraphs which the managing agent (or if none the Residents Management Company) anticipate will or may arise such calculation to have regard to the monies at any time standing to the credit of such reserve fund.
- 8 A reasonable sum for administrative expenses and where no managing agent is appointed reasonable management expenses to be retained by the Residents Management Company PROVIDED THAT such sum may be determined from time to time by a Chartered Accountant to be appointed (on the application of the Residents Management Company) by the President for the time being of the Institute of Chartered Accountants in England and Wales whose determination as to the subject matter of the dispute and the costs of the determination shall be final and binding on the parties hereto for the period stated in such determination or if none is stated until another such determination is made.

Section 2

Costs applicable to any or all of the previous parts of this Schedule

1. Paying all rates taxes duties charges assessments and

outgoings whatsoever (whether parliamentary parochial local statutory bank or of any other description) assessed charged or imposed upon or payable in respect of the Common Areas and Facilities or any part thereof except insofar as the same are the responsibility of an individual Owner

2. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any of the Public Authorities in connection with the Estate or any part thereof insofar as the same is not the liability of or attributable to an Owner
3. Preparing and supplying to the Owners copies of any estate regulations made by the Residents Management Company from time to time for the proper management and use of the Estate
4. Complying with the requirements and directions of any of the Public Authorities and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Estate insofar as such compliance is not the responsibility of an Owner
5. Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility in connection with the Common Areas and Facilities which in the opinion of the Residents Management Company it may become reasonable to provide
6. All other reasonable and proper expenses (if any) incurred by the Residents Management Company :
 - 6.1 in and about the maintenance and proper and convenient management and running of the Common Areas and Facilities including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in any part of the Common Areas and Facilities (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefore)
 - 6.2 as to any legal or other costs reasonably and properly incurred by the Residents Management Company and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any lease or transfer of any of the Dwellings or any claim by or against any tenant or transferee or any tenant agent or visitor thereof or by any third party against the Residents Management Company as Owner tenant or occupier of any part of the Estate

PART 3

THE OWNERS PROPORTION OF MAINTENANCE EXPENSES

- 1 The Owners Proportion be such fair proportion as may from time to time be assessed by the Residents

	Management Company acting reasonably and based on use of the amount attributable to the Residents Management Company's expenses outgoings and other heads of expenditure as set out in this Schedule in so far as they apply to the Common Areas and Facilities
2	The certification of the accountant referred to in paragraph 4 of Part 2 of this Schedule shall (subject as hereinafter mentioned) be binding on the Residents Management Company and the Transferee unless manifestly incorrect
3	If the Transferee shall at any time object to any item of the Maintenance Expenses as being unreasonable then the Transferee shall refer the matter in dispute for determination by a person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide PROVIDED THAT any such objection by the Transferee shall not affect the obligation of the Transferee to pay to the Residents Management Company the Owners Proportion in accordance with this Schedule and after the decision of any person appointed as aforesaid any overpayment by the Transferee shall be credited against future payment due from the Transferee to the Residents Management Company under the terms of this Schedule
4	The amount of Maintenance Expenses shall be adjusted to take into account any sums received by the Residents Management Company as contribution towards the cost of the matters mentioned in this Schedule from the Owners tenants or occupiers of any adjoining or neighbouring properties to the Estate
5	An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the 30 th day of September and for each subsequent year ending on the 30 th day of September shall be prepared as soon as is practicable and the Residents Management Company shall then serve on the Transferee copies of such account and the accountant's certificate together with copies of any receipts and invoices and other evidence of payment as the Transferee shall reasonable require
6	The Transferee shall pay to the Residents Management Company the Owners Proportion of the Maintenance Expenses in the manner following that is to say:
6.1	In advance on the 25 th day of March and on the 29 th day of September in every year (or any other date as shall be notified to the Transferee in writing by the Residents Management Company at any time) one half of the Owners Proportion of the amount estimated from time to time by the Residents Management Company or its managing agents as the Maintenance Expenses for the

forthcoming year the first payment to be apportioned (if necessary) from the date hereof

- 6.2 Within twenty one days after the service by the Residents Management Company on the Transferee of a certificate in accordance with Paragraph 5 of this Schedule for the period in question the Transferee shall pay to the Residents Management Company the balance by which the Owners Proportion received by the Residents Management Company from the Transferee pursuant to Sub-Paragraph 6.1 of this Schedule falls short of the Owners Proportion payable to the Residents Management Company as certified by the said certificate during the said period and any overpayment by the Transferee shall be credited against future payments due from the Transferee to the Residents Management Company or returned to the Transferee if the Transferee sells the freehold of the relevant Dwelling before the next payment of the Owners Proportion is due

PART 4

TRANSFEREES COVENANTS

- 1 to pay the Residents Management Company the Owners Proportion in accordance with the provisions of Part 3 of this Schedule and for the first year pro-rata from the date hereof
- 2 to observe and comply with any reasonable regulations as the Residents Management Company shall from time to time make for the preservation of the amenities of the Estate and not to permit or suffer anything to be done on or about the Common Areas and Facilities which may be or become a nuisance to anyone using or enjoying the Common Areas and Facilities
- 3 to procure that on every freehold sale of the Property (other than by way of mortgage) the transferee named therein will simultaneously with such sale enter into a Deed of Covenant with the Transferor and the Residents Management Company in the form set out in Part 7 below to observe and perform the covenants on the part of the Transferee contained in this Transfer the Transferee bearing all costs of and incidental to the preparation and execution of such Deed including the provision to the Residents Management Company of a properly executed duplicate of such Deed
- 4 to apply to become a member of the Residents Management Company in accordance with the Memorandum and Articles of Association of the Company and upon becoming a Member of the Residents Management Company will remain such whilst he retains the freehold of the Property and agrees that execution of this Transfer shall be treated as application for membership of the Residents Management Company
- 5 to comply with the Residents Management Company's Memorandum and Articles of Association at all times

- 6 The Transferor and Residents Management Company covenants with the Transferee that it will not seek to enforce the Owners Proportion by recourse to the remedies available under S121 of the Law of Property Act 1925

The Transferee hereby agrees that following a transfer of the Property his membership of the Residents Management Company will automatically cease pursuant to the Articles of Association

PART 5

TRANSFERORS COVENANTS

The Transferor covenants to procure the imposition of similar covenant terms and conditions to those contained in this Schedule on the Owners

PART 6

RESIDENTS MANAGEMENT COMPANY COVENANTS

1. To promptly on demand give the Certificate required by the restriction at clause 12.4.3 if the transferee lessee or other disponent shall first have complied with the provisions of this Schedule to this Transfer
2. To manage the Common Areas and Facilities in accordance with the scheme of management set out in this Schedule and collect or enforce collection of the Maintenance Expenses from the Owners
3. At the written request and cost of the Transferee to enforce by all means reasonably available to the Residents Management Company covenants in the terms similar to those contained in the transfers entered into by the Owners



PART 7

DEED OF COVENANT

THIS DEED OF COVENANT is made the day of BETWEEN

- (1) [] of [] ("the Transferor")
(2) [] of [] ("the Residents Management Company")
(3) [] of [] ("the New Owner")

WHEREAS

- 1 By a Transfer ("the First Transfer") dated [original Transfer date] the property ("the Property") 
 ("the First Owner")

subject as therein mentioned.

- 2 The First Transfer contains covenants by the First Owner with (inter alia) the Residents Management Company as to the payment of a Management Charge in connection with a scheme of management and not to dispose of the Property without contemporaneously obtaining the execution of a deed of covenant by the New Owner with the Residents Management Company in the form of this deed

NOW THIS DEED WITNESSETH as follows:

- 3 In this deed unless the context so admits the definitions interpretations agreements and declarations contained in the First Transfer shall (mutatis mutandis) apply hereto as though they were set out in full in this deed
- 4 The New Owner hereby covenants with the Transferor and the Residents Management Company that as from the date of the Transfer to the New Owner of the Property the New Owner will pay the Owners Proportion and observe and perform the covenants and conditions on the part of the First Owner contained in the First Transfer
- 5 The New Owner hereby applies to the Residents Management Company to become a member of the Residents Management Company
- 6 The Residents Management Company covenants with the New Owner to perform the obligations on the part of the Residents Management Company set out in the Schedule to the First Transfer

Signed as a DEED by

.....

in the presence of:

13. Execution

EXECUTED AS A DEED by the said **BELLWAY HOMES LIMITED** acting by its duly appointed Attorneys appointed pursuant to a Power of Attorney granted on the 18th March 2020 in the presence of:-

Attorney

Daniel Bradbury, Brian Gorman, Geoff Blake, Ian Robert
Gorst, Shawn Owen Moore

x

x

WITNESS

Signature.....

Name (print).....

Address.....

.....

.....

Occupation.....

Attorney

Daniel Bradbury, Brian Gorman

x

x

WITNESS

Signature.....

Name (print).....

Address.....

.....

.....

Executed as a Deed by
LITTLE MEADOW (CRANLEIGH) MANAGEMENT COMPANY LIMITED
acting by two directors

Director

Director/Secretary

EXECUTED AS A DEED by



In the presence of

Witness signature

Witness name

Witness address

EXECUTED AS A DEED by



In the presence of

Witness signature

Witness name

Witness 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.

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