

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.

1	Title number(s) out of which the property is transferred: BM376932
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: PLOT [] ALDWYCKS CLOSE SHENLEY CHURCH END MILTON KEYNES <i>POSTAL ADDRESS (IF KNOWN): ERROR! BOOKMARK NOT DEFINED.</i></p> <p>TOGETHER WITH the benefit of the rights set out in panel 12 BUT SUBJECT to the exceptions and reservations AND the covenants set out in panel 12</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: EDGED RED</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p>MILTON KEYNES DEVELOPMENT PARTNERSHIP LLP</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: OC380846</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in United Kingdom including any prefix:</p>
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 have made relating to the Property

10.2 Matters which would be revealed by an inspection or survey of the Property

10.3 Interests which override pursuant to the Land Registration Act 2002 and which affect the Property

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

Definitions

“the Plan”

means the plan attached to this Transfer

“the Projections”

means the eaves gutters spouts down-pipes chimneys flues cappings foundations meter cupboards and any similar structures or things incidental to the user of the Property

“the Service Installations”

means all drains channels sewers tanks pipes wires cables water courses gutters filtration and pumping apparatus plant and machinery rainwater pipes ponds spouts and all apparatus and meters for the supply of water electricity gas telephone media or television signals (if any) or for the disposal of foul or surface water and all other conducting media in on under or

belonging to the Transferor's Property and which is intended to serve dwellings on the Transferor's Property but which do not serve any of the dwellings exclusively

“the Transferee”

includes successors in title and mortgagees of the Transferee and the masculine gender shall include the feminine gender and singular number include the plural number and vice versa and where there are two or more persons included in the expression “the Transferee” covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally

“the Transferor's Property”

means the land situate at Aldwycks Close Shenley Church End Milton Keynes now or formerly comprised in the title number above referred to in Panel 1 and on which residential development may be carried out together with any buildings or structures erected or to be erected on it or on some part of it

“the Transferor”

includes successors in title and mortgagees of the Transferor

Rights granted for the benefit of the property

The rights for the Transferee and all persons authorised by the Transferee (in common with all other persons having a similar right):

- 1 To keep maintain and inspect the Projections and roofs overhanging projecting into or underlying any adjoining part of the Transferor's Property and to enter upon any adjoining part of the Transferor's Property for the purpose of exercising such rights of maintenance and inspection the person exercising such rights of maintenance and inspection giving reasonable prior notice (except in the case of an emergency) and doing no unnecessary damage and making good any damage caused
- 2 The free passage and running of water soil gas electricity and all other services through the Service Installations now or at any time to be laid or constructed on any other part of the Transferor's Property (so far as the Transferor has power to grant the right and insofar as it is intended that such Service Installation shall be for the benefit of the Property) together with the right to enter other parts of the Transferor's Property (at such points as may be approved in writing by the Transferor such consent not to be unreasonably withheld) for the purpose of connecting to inspecting cleansing repairing or renewing the Service Installations the person exercising such rights giving reasonable prior notice (except in the case of an emergency) and doing no unnecessary damage and making good any damage caused and paying a due proportion of the cost of maintaining such Service Installations intended to be used in common
- 3 To enter upon any adjoining part of the Transferor's Property for the purpose of inspecting repairing cleaning or renewing any party structure or thing on or under it and used or enjoyed in common with it or any other structure or thing upon the Property which cannot otherwise reasonably be inspected repaired cleaned or renewed the person exercising such right giving reasonable prior notice (except in the case of an emergency) and doing no unnecessary damage and making good any damage caused
- 4 For lateral support and protection of the Property from any adjoining part of the Transferor's Property
- 5 To the benefit of all covenants by other owners of any part of the Transferor's Property adjoining the Property

Rights reserved for the benefit of other land

The following rights are reserved out of the Property for the benefit of the remainder of the Transferor's Property:

- 6 Rights over the Property equivalent to those numbered 1 to 5 (inclusive)
- 7 Any easement or right of light air or otherwise (except as expressly granted by this Transfer) which would restrict or interfere with the free use of any other part of the Transferor's Property or any neighbouring land of the Transferor for building or any other purpose
- 8 The right for the Transferor and all persons authorised by the Transferor:
 - 8.1 to lay or construct Service Installations through the Property or to make connections to any Service Installations within the Property
 - 8.2 to construct any adjoining dwellinghouse garage or fence serving any adjoining property
 - 8.3 of entry upon the Property for the exercise of the above rightsthe person exercising such rights giving reasonable prior notice (except in an emergency when no notice is required) and making good any damage caused
- 9 The right for the Statutory Undertakers (as defined in the Housing Act 1957 or any statutory enactment for the time being in force) service providers the Transferor or any local authority in respect of any easements quasi-easements or other rights that they may have or require over or in respect of any part of the Transferor's Property:
 - 9.1 to construct maintain lay and subsequently maintain repair alter or reconstruct any of their apparatus or services serving the Transferor's Property or any part of it in over or under the Property without notice to the Transferee
 - 9.2 to grant for the benefit of the Transferor's Property all easements licences rights and privileges needed by local authorities electricity or gas boards other statutory authorities or supply and service companies in connection with the services usually provided or supplied by them
 - 9.3 of entry upon the Property for the exercise of the above rights

Restrictive covenants by the transferee

The Transferee covenants with the Transferor and the Grantor for the benefit of the remainder of the Transferor's Property and to bind the Property that the Transferee will:

- 10 Not to use or suffer to be used the Property or any part of it or any building on it for any trade business or manufacture (other than office work at home which is not inconsistent with residential occupation) or for any purpose other than as a single private dwellinghouse for the use of one and not more than one family and as regards to the garage site (if any) as a private motor garage and forecourt only
- 11 Not to park any heavy goods vehicle commercial vehicle caravan boat trailer or other similar type of vehicle on any part of the Property (other than within the garage (if any)) or on any part of the roads adjoining the Property and not to carry out or allow to be carried out on a commercial basis any vehicle maintenance on any part of the Property
- 12 Not to do or use or suffer to be done upon the Property or any part of it anything illegal immoral or improper or which may be or may become an annoyance nuisance danger damage or disturbance to the Transferor or any transferee or lessee of any other part of the Transferor's Property or which may give rise to a public or private nuisance and to pay all costs fees charges and expenses in abating any such nuisance and executing all such work as may be necessary for abating any such nuisance

Restrictive covenants by the transferor

None

Other

Agreements and Declarations

- 13 It is agreed and declared between the parties to this Transfer:
- 13.1 that nothing contained in this Transfer shall be deemed to constitute a building scheme nor to restrict the right of the Transferor to release or vary the covenants on the part of the Transferee or the conditions contained in any lease or transfer of any part of the Transferor's Property and that so far as concerns the Transferee the Transferor shall be at liberty to vary the manner in which the Transferor's Property or any part of it is proposed to be laid out so far as concerns any part or parts of it not transferred by this Transfer and generally to deal with and act in relation to the Transferor's Property as it shall consider proper without the consent of the Transferee and without in any way prejudicing the covenants by the Transferee contained in this Transfer
 - 13.2 that the Transferee shall not be entitled to or acquire any right of light or air which would restrict or interfere with the free use of any adjoining or neighbouring part of the Transferor's Property for building or any other purposes
 - 13.3 All walls and fences and other similar boundary features dividing the Property from any other part of the Transferor's Property shall be party and repairable and maintainable as such unless:
 - 13.3.1 they are marked with a "T" mark inwards on the Plan
 - 13.3.2 they adjoin the public highway
 - 13.3.3 they are rear and/or gable walls or buildings on the Property which do not abut onto adjoining buildings on the Transferor's Propertyin which case they belong to the Property
 - 13.4 The provisions of Section 62 of the Law of Property Act 1925 are excluded from this Transfer
 - 13.5 The Transferee shall be exclusively responsible for the repair and condition of any private Service Installations (if any) outside the Property which serve the Property exclusively
 - 13.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Transfer except to the extent that any provision of this Transfer expressly provides to the contrary
 - 13.7 The Property is transferred together with the benefit of the rights set out in this transfer but there are reserved out of the Property for the benefit of each and every part of the remainder of the Transferor's Property the rights also set out in this transfer

Positive covenants by the Transferee

- 14 The Transferee covenants with the Transferor and separately with present or future owners of any part of the Transferor's Property for the benefit of each and every part of the Transferor's Property:
- 14.1 to observe and perform the covenants set out in this Transfer with the intention that the burden of such covenants runs with and binds the Property and the benefit of such covenants is annexed to and runs with each and every part of the Transferor's Property and will keep indemnified the Transferor against any future breach of the covenants and against all actions proceedings claims costs charges and demands in respect of the covenants
 - 14.2 to construct or procure the construction of one and only one residential dwelling house on the Property in accordance with any relevant planning permission and building regulations approvals for the Property within 3 years of the date of this Transfer subject to the caveats in the definition of "Target Practical Completion" in the contract antecedent to this Transfer
 - 14.3 to comply with the terms of any planning permission relating to the Property insofar as they are still subsisting and capable of being enforced and will keep the Transferor indemnified against any actions costs claims and demands and liability arising as a

result of or in consequence of any future breach of the same

- 14.4 To maintain and keep in good repair a sufficient boundary wall or fence along the boundary of the Property marked with a "T" mark inwards on the said Plan (if any)
- 14.5 To keep the buildings forming part of the Property and any unbuilt on part including forecourts driveways and pathways in a clean and tidy condition and free from noxious weeds deposits or rubbish
- 14.6 Where any services media cross or are intended to cross the Property and no formal deed of easement has been entered into by the Transferor or Transferee at the date of this Transfer the Transferee shall at the Transferor's request enter into any such appropriate deed
- 14.7 If required by any statutory authority in connection with any Service Installations to grant to such statutory authorities all easements wayleaves licences rights and privileges needed in connection with the services usually provided or maintained by them

15 Positive covenants by the Transferor

- 15.1 The Transferor has transferred or intends hereafter to transfer other parts of the Transferor's Property in the same terms as this transfer (mutatis mutandis) and intends that each such transfer should impose upon the transferee obligations and restrictions as set out in this transfer and to the intent that the Transferor and the owner for the time being of each part of the Transferor's Property may be able to enforce at law or in equity the performance and observance of them by the other owner(s) of the Transferor's Property

16 Interpretations

- 16.1 References to clauses schedules and paragraphs are to clauses schedules and paragraphs in this Transfer and all headings do not form part of this Transfer and shall not be taken into account in its construction or any interpretation
- 16.2 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time
- 16.3 Any covenant by the Transferee not to do any act matter or thing shall be construed as including a covenant by the Transferee that such act matter or thing shall not be done
- 16.4 Where any party to this Transfer comprises more than one person then the obligations and liabilities of that party under this Transfer shall be joint and several obligations and liabilities of those persons
- 16.5 Reference to "the Property" and "the Transferor's Property" shall be deemed to include reference to all or part or parts thereof respectively
- 16.6 Reference to the Transferor and the Transferee shall where the context so admits be deemed to include reference to their successors in title or assigns
- 16.7 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa and persons include companies and all other legal entities
- 16.8 Rights and easements granted to the Transferee are granted in common with the Transferor and all others having similar rights
- 16.9 Rights excepted and reserved to the Transferor are (unless otherwise stated) excepted and reserved also in favour of the owner or owners for the time being of the

Transferor's Property and any part or parts thereof capable of being benefited and all persons authorised by it or them and where appropriate the Authorities and all other persons having the like or similar right

17 Application for Restriction

17.1 The Transferor and the Transferee apply to the Registrar to enter on the register the following restriction on the title to the Property:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Milton Keynes Development Partnership LLP of Civic Offices 1 Saxon Gate East Milton Keynes MK9 3HN"

13 Execution

SIGNED AS A DEED by

MILTON KEYNES DEVELOPMENT

PARTNERSHIP LLP acting by two members,

namely

Member

and

Member

SIGNED AND DELIVERED AS A DEED by

in the presence of:

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.