

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

HM Land Registry

TP1

Peverel OM

(if you need more room than is provided for in a panel, use continuation sheets and staple to this form)

1. Stamp Duty

* 3-3445
PERM

Place "X" in the box that applies and complete the box in the appropriate certificate.

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of
- £ 500,000.00

2. Title number(s) out of which Property is transferred *(leave blank if not yet registered)*

ON212874

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

4. Property transferred *(Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee)*
Plot *****on the Transferor's development at The Waterways North Oxford

The Property is defined: *(place "X" in the box that applies and complete the statement)*

- On the attached plan and shown edged red *(state reference e.g. "edged red")*
- On the Transferor's filed plan and shown *(state reference e.g. "edged and numbered 1 in blue")*

5. Date

6. Transferor *(give full names and Company's Registered Number if any)*

BERKELEY HOMES (OXFORD & CHILTERN) LIMITED whose registered office is at Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG (company registration number 2843844)

7. Transferee for entry on the register *(Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)*

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

9. The Transferor transfers the Property to the Transferee.

10. Consideration *(Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes Applies, insert an appropriate memorandum in the additional provisions panel.)*

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

(insert other receipt as appropriate) (Other Receipt)

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

Peverel OM

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee limited title guarantee

12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

13. Additional Provisions

1. Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications.

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

14 Definitions

This Transfer incorporates the following definitions:-

"The Management Company" means THE WATERWAYS MANAGEMENT COMPANY LIMITED whose Registered Office is at Greyfriars Court Paradise Square Oxford OX1 1BB

"The Plan" means the plan bound up within for identification

"The Property" means the land with the dwellinghouse and garage (if any) and erected thereon and the car parking space (if any) edged red on the Plan

"The Estate" means the land now or formerly part of the land comprised in the Title Number

"The Estate Road" means the road and footpath intended to be adopted as a public highway

"The Estate Sewer" means any sewer subject to an agreement between the Transferor and the appropriate Authority providing for the adoption of such sewer

"The Footpath" means any pedestrian access giving access to the Property

"The Accessway" means any accessway shown hatched on the Plan either vehicular or pedestrian giving access to the Property

"The Driveway" means the land cross-hatched on the Plan

"The Neighbouring Premises"	means the Estate other than the Property
"The Communal Areas"	means any area on the Estate which is intended for use by the Transferee in common with the owners and occupiers of other houses and flats on the Estate including any Public Open Space
"The Estate Rentcharge"	means a peppercorn
"The Payment Days"	means the 1st day of May and 1st day of November in each year
"Accounting Year"	means the period of twelve months ending on 30th April (or on such other date as the Management Company may from time to time decide)
"The Specified Percentage"	means an equal percentage with the other houses and flats on the Estate
"Estate Maintenance Charge"	means the Specified Percentage of the costs of maintaining the Communal Areas the Accessway and the Services and of the Management Company complying with its obligations herein during any Accounting Year
"Estimated Estate Maintenance Charge"	means £000.00 for the first Accounting Year and for next and each subsequent Accounting Year the Specified Percentage of such sum as shall be certified by the Management Company as being a reasonable estimate of the expenditure likely to be incurred by the Management Company during such Accounting Year in complying with its obligations herein
"The Services"	means the sewers soakaways drains sewage pump pipes wires cables meters and ancillary works including the lighting of the Communal Areas laid or to be laid in or under or over the Estate not being the part of the Property
"The Perpetuity Period"	means the period of 80 years from 1st May 2000

15 Transfer

- 1 The Property being part of the land comprised in the title above mentioned is transferred TOGETHER WITH the easements and rights set out in Clause 16 hereof BUT EXCEPT AND RESERVED the easements and rights set out in Clause 17 hereof and SUBJECT TO the restrictions and stipulations set out in Clause 18 hereof
- 2 The Transferee hereby grants to the Transferor out of the Property the Estate Rentcharge and the Estate Maintenance Charge together with any interest which may be due thereon calculated in accordance with this transfer

16 Rights granted for the benefit of the Property

The Transferor hereby grants to the Transferee and his successors in title the owners and occupiers of the Property and all persons authorised by them:-

1. the right to the free passage and running of water soil gas electricity and other services from the Property in and through the Services now laid or which shall within the Perpetuity Period be laid in and under the Neighbouring Premises
2. the right to enter upon the Neighbouring Premises for the purpose of repairing renewing

cleansing and maintaining the Services

3. such rights of access to and entry upon the Neighbouring Premises as are necessary for the repair maintenance redecoration and renewal of the Property
4. the right of support and protection of all parts of any building erected on the Property presently enjoyed from the Neighbouring Premises together with all necessary rights of eavesdrop and overhang
5. the right to use at all times and for all purposes of access to and egress from the Property with or without vehicles (as appropriate) over the Estate Road until adopted as a public highway by the relevant authority and a right of way at all times and for all purposes of access to and egress from the Property over any part of the Accessway as does not fall within the curtilage of the Property (if any)
6. (semi-detached houses only) the right of way at all times and for all purposes of access to and egress from the Property over the Driveway as does not fall within the curtilage of the Property (if any) subject to paying a fair proportion of the costs of its maintenance and upkeep
7. (terraced houses only) an exclusive right to park a fully taxed and licensed private motor vehicle in the parking space designated by the same number as the Plot number on the Plan (if any)
8. a right of way but on foot only over any Footpath as does not fall within the curtilage of the Property (if any) subject to paying a fair proportion of the costs of its maintenance and upkeep

provided that the foregoing rights of entry mentioned in paragraphs 2 and 3 above are subject to the person exercising such rights giving to the occupiers of the land to be entered at least forty-eight hours notice (except in the case of emergency) before exercising such rights and making good all damage occasioned by such exercise

17 Rights reserved for the benefit of the Neighbouring Premises

There is excepted and reserved unto the Transferor and its successors in title the owners and occupiers of the Neighbouring Premises or any adjoining or neighbouring property acquired by the Transferor and all persons authorised by them:-

1. the right within the Perpetuity Period to lay and place in over or under the Property gas water electricity telecommunications and any other pipes or cables common soil and surface water drains soakaways chambers and meters or to make connections to any such pipes cables drains or meters now or hereafter laid
2. the right of drainage and running of water and soil and passage of gas water electricity telecommunications and other services from and to the Neighbouring Premises into and through so much of the said gas water electricity telecommunications and other pipes or cables common soil and surface water drains soakaways sewage pumps chambers and meters as are placed or laid in over or under or which shall within the Perpetuity Period be placed or laid in over or under the Property
3. the right of access to and to enter upon the Property for the purpose of installing connecting laying maintaining repairing renewing and cleansing any such gas water electricity telecommunications and other pipes or cables common soil and surface water drains soakaways sewage pumps chambers and meters and any other services and (where applicable) to inspect any meter for any services supplied to the Neighbouring Premises
4. such rights of access to and entry upon the Property as are necessary for the repair maintenance

re-decoration and renewal of the Neighbouring Premises

5. the right of support and protection of all parts of any building of the Neighbouring Premises enjoyed from the Property together with all necessary rights of eavesdrop and overhang

6. such rights of access to and entry upon the Property as are necessary for

6.1 the completion of any landscaping works to the Property and the Estate and

6.2 the construction repair maintenance redecoration and renewal of the Neighbouring Premises

7. the right of way at all times and for all purposes of access to and egress from the Property with or without vehicles (as appropriate) over so much of the Accessway as falls within the curtilage of the Property (if any) as is required for access to the Neighbouring Premises

8. (semi-detached houses only) the right of way for all purposes of access to and egress from any part of the Neighbouring Premises with or without vehicles over any part of the Driveway as falls within the curtilage of the Property (if any) subject to paying a fair proportion of the costs of its maintenance and upkeep

9. (terraced houses only) the right of way for all purposes of access to and egress from any part of the Neighbouring Premises but on foot only over any part of the Footpath as falls within the curtilage of the Property (if any) subject to paying a fair proportion of the costs of its maintenance and upkeep

10. the right for the Transferor and the local authority of access to and entry upon the Property for the purposes of affixing to any building erected thereon or erecting in any position required by the local authority a street nameplate as may be required by the local authority and thereafter such rights of access to and entry upon the Property for the Transferor and the local authority for the purpose of maintaining repairing renewing and cleansing such street nameplate

provided that the foregoing rights of entry mentioned in paragraphs 1, 3, 4, 6 and 10 above are subject to the persons exercising the same giving to the occupier of the Property at least forty-eight hours notice (except in the case of emergency) before exercising such right and making good all damage occasioned by such exercise

18 Restrictive covenants

1. The Property shall not be used for any purpose other than as one private dwellinghouse in the occupation of one household only

2. No advertisement sign boarding or placard shall be placed or erected upon the Property except that after the Transferor has completed the sale of all its other flats and houses on the Estate the Transferee may allow a board of the usual size and description to be erected announcing that the Property is to be let or sold

3. No hedge fence or wall shall be erected in front of the dwellinghouse erected upon the Property to a greater height than 900mm and elsewhere to a greater height than 1.8 metres

4. No external television or wireless aerial or other external antennae or television satellite receiving apparatus shall be erected on the Property other than a television satellite receiving apparatus not more than 1.8 metres above ground level and behind the rear building line

5. For a period of five years from the date hereof no external alterations or garage garden shed

outbuilding extension or temporary building including a conservatory other than a small garden shed or greenhouse shall be erected or be permitted to remain on the Property without the consent of the Transferor and unless plans in respect of the same shall have been previously approved in writing by the Transferor to whom a fee of not less than £30.00 plus Value Added Tax for approving the same shall be paid

6. No right of way or other easement over the Property shall be granted to or allowed to be created by or to any third party
7. Not to interfere with or remove or destroy any landscaping shrubs or plants laid down by the Transferor
8. Nothing shall be done on the Property so as to create a nuisance annoyance or inconvenience to the owners and occupiers of the Neighbouring Premises or any part thereof
9. Not to park any boats caravans horse boxes or commercial vehicles on the Property nor park any vehicle on or obstruct any Accessway Footpath or Driveway nor to park any vehicle on the Estate Road during the period of construction of the Estate or for a period of three years from the date hereof whichever is the later
10. Not to hang out clothes or other items or to place a dustbin or allow rubbish bags to be placed on the Property except in an area to the rear of the dwelling erected thereon and
11. Not to do or cause or permit to be done anything likely to cause damage or injury or to prevent access to any such installation and to take all reasonable precautions to prevent such damage or injury thereto
12. Not to remove or permit to be removed any fence or wall erected on the Property whether forming part of the boundary of the Property or otherwise
13. Not to lop or fell any trees on the Property without the prior permission of the local planning authority (if applicable) and within one year of the date hereof without the written consent of the Transferor
14. Not to keep or allow to be kept any pigs fowl poultry or any livestock other than domestic pets upon the Property
15. Not to remove or paint any railings on the Property other than in the colour originally painted by the Transferor

19 Agreement and Declaration

It is hereby agreed and declared that the Property does not have the benefit of and this Transfer does not grant to the Transferee any easement or other right over the Neighbouring Premises save those which are expressly granted in this Transfer and the Transferor shall be at liberty to build upon develop convey and demise the Neighbouring Premises in such manner and upon and subject to such terms provisions and stipulations if any as it may think fit and the Transferor shall be entitled in its absolute discretion at any time to vary or waive any restrictions or stipulations affecting the Property or any Neighbouring Premises

20 Transferee's further covenants enforceable by the Transferor (or the Management Company once the freehold has been transferred to it)

For the benefit and protection of the Neighbouring Premises and so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor that the Transferee and the persons deriving title under him will at all times hereafter:-

1. not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings fences walls or other erections within one and one half metres either side of any gas main or sewer nor to do or cause or permit to be done on the Property anything calculated or likely to cause damage or injury to or prevent access to any gas main or sewer and to take all reasonable precautions to prevent such damage or injury
2. observe and perform the restrictions and stipulations set out in the Clause 18 hereof
3. maintain good and sufficient fences railings or brick walls along the boundaries of the Property marked 'T' inside the same on the Plan provided that (if applicable) all walls separating the Property from any Neighbouring Premises shall be deemed to be party walls and maintainable as such
4. maintain the shrubs trees plants and grassed areas now or hereafter planted or laid by the Transferor within the Property
5. grant any easements wayleaves and licences to County and District Councils electricity boards and other statutory or public authorities and undertakers as any of them may require in connection with the services usually provided or maintained by them and being for the advantage and benefit of the Estate
6. with the object and intention of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor to observe and perform the covenants contained or referred to in the Charges Register of the title above mentioned so far as the same are still subsisting and capable of being enforced and affect the Property and indemnify the Transferor against all claims actions proceedings costs damages expenses and demands in respect of any breach non-performance or non-observance thereof
7. to pay interest at the rate of 4% a year over the base lending rate for the time being of Barclays Bank PLC on all monies hereby covenanted to be paid by the Transferee to the Transferor which shall remain unpaid for fourteen days after the same shall have become due (demand for payment having been made in accordance with paragraph 10 of this Clause) such interest to be calculated from the date on which the same shall be due
8. within one month after the creation or any devolution of any legal or equitable estate or interest (including any charge by way of legal mortgage) in the Property howsoever effected to give notice in writing thereof to the Transferor and to the Management Company and to pay to the Transferor's solicitors £30 (together with any Value Added Tax which may be payable in respect thereof) for registration of such notice
9. to pay all costs charges and expenses which may reasonably be incurred by the Transferor in the recovery of arrears of the Estate Maintenance Charge or the Estimated Estate Maintenance Charge whether that recovery be successful or not
10. to pay on demand to the Transferor the Estate Rentcharge and the Estimated Estate Maintenance Charge and to pay within fourteen days of receipt of the Transferor's or the Management Company's annual Management Accounts any balancing contribution of the Estate Maintenance Charge (if any) as shall properly be found to be due from the Transferee by equal half yearly instalments in advance on the Payment Days
11. to apply irrevocably to be registered as a member of the Management Company
12. not to transfer the whole or any part of the Property without first ensuring that the Transferee's interest in the Management Company is transferred to the new transferee and the new transferee

applies for membership therein and in the case of the grant of a tenancy or lease for a term in excess of 6 months (and if so required by the Company) to ensure that the tenant enters into a Deed of Covenant with the Management Company

21 Transferor's Covenants

The Transferor hereby covenants with the Transferee and its successors in title:-

1. that the Transferor will observe and perform the covenants contained in the Clause 22 hereof until it completes a transfer of the freehold of the Estate (excluding the Property) to the Management Company (being completion of the assurance and not registration at H M Land Registry)
2. to complete a transfer of the Communal Areas and any Accessway (excluding the Property) to the Management Company for a consideration of One Pound (£1.00) as soon as reasonable possible after completion of the sale of the last of the plots on the Estate to be sold
3. to sell each freehold property on the Estate on substantially the same terms as this Transfer
4. to complete the construction of the Estate Road and to construct the Estate Sewer to the satisfaction of the appropriate Authority and to maintain the same in good repair and condition until taken over and adopted by the said Authority as a public road or sewer and that it will indemnify the Transferee against all costs charges and expenses in respect thereof

22 Covenants by the Management Company with the Transferee

Repairs and Maintenance

1. To maintain repair amend renew cleanse repaint and redecorate and otherwise keep in good and tenatable condition the
 - 1.1 Communal Areas
 - 1.2 The Services
 - 1.3 The Accessway

providing that nothing herein contained shall prejudice the Management Company's right to recover from the Transferee or any other person the amount or value of any loss or damage suffered or caused by reason of the negligence or other wrongful act or default of the Transferee or such other person

Services

2. So far as practicable:
 - 2.1 to carry out any works required to be done by reason of any breach by the Transferee of any of the covenants on his part herein contained
 - 2.3 to perform and carry out such other works and services in connection with the Estate as the Management Company shall in general meeting decide
 - 2.4 to employ such persons as the Management Company may in its absolute discretion consider desirable or necessary to enable to perform or maintain the said services or any of them or for the proper management or security of the Estate and all parts thereof

Provision For Future Expenditure

- 3. To set aside such sums of money (which shall be deemed items of expenditure incurred by the Management Company) as the Management Company may reasonably require by way of reasonable provision for future expenditure on complying with its obligations hereunder

Enforcement of Covenants

- 4. If so required by the Transferee and upon the Transferee indemnifying the Management Company against all costs and expenses in respect thereof and providing such security as the Management Company may reasonably require to take all reasonable steps to enforce (where appropriate) the observance and performance by the owners of the other houses on the Estate of the covenants and conditions on their part contained in the leases or transfers thereof

23 Management Company's Covenant

The Management Company hereby covenants with the Transferee and (as a separate covenant) with the Transferor that the Management Company will observe and perform the covenants contained in the Clause 22 hereof once a transfer of the freehold of the Estate has been completed in its favour (being completion of the assurance and not registration at H M Land Registration)

24 Interpretation

In this Transfer the masculine gender includes the feminine gender and singular includes the plural and vice versa and all covenants by more than a single person are joint and several covenants by both or all covenanting parties

25. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

The common seal of BERKELEY HOMES (OXFORD & CHILTERN) LIMITED was affixed in the presence of:

Signature of director

Signature of secretary

Signed as a deed on behalf of THE WATERWAYS MANAGEMENT COMPANY LIMITED by

For Linnells Nominees Limited director

For Linnells Secretarial Services Limited – Secretary

Signed as a deed by TRANSFEREE in the presence of:

Sign here

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Occupation _____

Transfer of part of registered title(s)

HM Land Registry

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(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

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Plot ***** on the Transferor's development at The Waterways North Oxford

The Property is defined: (place "X" in the box that applies and complete the statement)

On the attached plan and shown edged red (state reference e.g. "edged red")

On the Transferor's filed plan and shown (state reference e.g. "edged and numbered 1 in blue")

5. Date

6. Transferor (give full names and Company's Registered Number if any)

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full title guarantee limited title guarantee

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The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

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"The Driveway"	means the land cross-hatched on the Plan

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cleansing and maintaining the Services

3. such rights of access to and entry upon the Neighbouring Premises as are necessary for the repair maintenance redecoration and renewal of the Property
- 4 the right of support and protection of all parts of any building erected on the Property presently enjoyed from the Neighbouring Premises together with all necessary rights of eavesdrop and overhang
5. the right to use at all times and for all purposes of access to and egress from the Property with or without vehicles (as appropriate) over the Estate Road until adopted as a public highway by the relevant authority and a right of way at all times and for all purposes of access to and egress from the Property over any part of the Accessway as does not fall within the curtilage of the Property (if any)
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 - 6.1 the completion of any landscaping works to the Property and the Estate and
 - 6.2 the construction repair maintenance redecoration and renewal of the Neighbouring Premises
7. the right of way at all times and for all purposes of access to and egress from the Property with or without vehicles (as appropriate) over so much of the Accessway as falls within the curtilage of the Property (if any) as is required for access to the Neighbouring Premises
8. (semi-detached houses only) the right of way for all purposes of access to and egress from any part of the Neighbouring Premises with or without vehicles over any part of the Driveway as falls within the curtilage of the Property (if any) subject to paying a fair proportion of the costs of its maintenance and upkeep
9. (terraced houses only) the right of way for all purposes of access to and egress from any part of the Neighbouring Premises but on foot only over any part of the Footpath as falls within the curtilage of the Property (if any) subject to paying a fair proportion of the costs of its maintenance and upkeep
10. the right for the Transferor and the local authority of access to and entry upon the Property for the purposes of affixing to any building erected thereon or erecting in any position required by the local authority a street nameplate as may be required by the local authority and thereafter such rights of access to and entry upon the Property for the Transferor and the local authority for the purpose of maintaining repairing renewing and cleansing such street nameplate

provided that the foregoing rights of entry mentioned in paragraphs 1, 3, 4, 6 and 10 above are subject to the persons exercising the same giving to the occupier of the Property at least forty-eight hours notice (except in the case of emergency) before exercising such right and making good all damage occasioned by such exercise

18 Restrictive covenants

1. The Property shall not be used for any purpose other than as one private dwellinghouse in the occupation of one household only
2. No advertisement sign hoarding or placard shall be placed or erected upon the Property except that after the Transferor has completed the sale of all its other flats and houses on the Estate the Transferee may allow a board of the usual size and description to be erected announcing that the Property is to be let or sold
3. No hedge fence or wall shall be erected in front of the dwellinghouse erected upon the Property to a greater height than 900mm and elsewhere to a greater height than 1.8 metres
4. No external television or wireless aerial or other external antennae or television satellite receiving apparatus shall be erected on the Property other than a television satellite receiving apparatus not more than 1.8 metres above ground level and behind the rear building line
5. For a period of five years from the date hereof no external alterations or garage garden shed

outbuilding extension or temporary building including a conservatory other than a small garden shed or greenhouse shall be erected or be permitted to remain on the Property without the consent of the Transferor and unless plans in respect of the same shall have been previously approved in writing by the Transferor to whom a fee of not less than £30.00 plus Value Added Tax for approving the same shall be paid

6. No right of way or other easement over the Property shall be granted to or allowed to be created by or to any third party
7. Not to interfere with or remove or destroy any landscaping shrubs or plants laid down by the Transferor
8. Nothing shall be done on the Property so as to create a nuisance annoyance or inconvenience to the owners and occupiers of the Neighbouring Premises or any part thereof
9. Not to park any boats caravans horse boxes or commercial vehicles on the Property nor park any vehicle on or obstruct any Accessway Footpath or Driveway nor to park any vehicle on the Estate Road during the period of construction of the Estate or for a period of three years from the date hereof whichever is the later
10. Not to hang out clothes or other items or to place a dustbin or allow rubbish bags to be placed on the Property except in an area to the rear of the dwelling erected thereon and
11. Not to do or cause or permit to be done anything likely to cause damage or injury or to prevent access to any such installation and to take all reasonable precautions to prevent such damage or injury thereto
12. Not to remove or permit to be removed any fence or wall erected on the Property whether forming part of the boundary of the Property or otherwise
13. Not to lop or fell any trees on the Property without the prior permission of the local planning authority (if applicable) and within one year of the date hereof without the written consent of the Transferor
14. Not to keep or allow to be kept any pigs fowl poultry or any livestock other than domestic pets upon the Property
15. Not to remove or paint any railings on the Property other than in the colour originally painted by the Transferor

19 Agreement and Declaration

It is hereby agreed and declared that the Property does not have the benefit of and this Transfer does not grant to the Transferee any easement or other right over the Neighbouring Premises save those which are expressly granted in this Transfer and the Transferor shall be at liberty to build upon develop convey and demise the Neighbouring Premises in such manner and upon and subject to such terms provisions and stipulations if any as it may think fit and the Transferor shall be entitled in its absolute discretion at any time to vary or waive any restrictions or stipulations affecting the Property or any Neighbouring Premises

20 Transferee's further covenants enforceable by the Transferor (or the Management Company once the freehold has been transferred to it)

For the benefit and protection of the Neighbouring Premises and so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor that the Transferee and the persons deriving title under him will at all times hereafter:-

1. not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings fences walls or other erections within one and one half metres either side of any gas main or sewer nor to do or cause or permit to be done on the Property anything calculated or likely to cause damage or injury to or prevent access to any gas main or sewer and to take all reasonable precautions to prevent such damage or injury
2. observe and perform the restrictions and stipulations set out in the Clause 18 hereof
3. maintain good and sufficient fences railings or brick walls along the boundaries of the Property marked 'T' inside the same on the Plan provided that (if applicable) all walls separating the Property from any Neighbouring Premises shall be deemed to be party walls and maintainable as such
4. maintain the shrubs trees plants and grassed areas now or hereafter planted or laid by the Transferor within the Property
5. grant any easements wayleaves and licences to County and District Councils electricity boards and other statutory or public authorities and undertakers as any of them may require in connection with the services usually provided or maintained by them and being for the advantage and benefit of the Estate
6. with the object and intention of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor to observe and perform the covenants contained or referred to in the Charges Register of the title above mentioned so far as the same are still subsisting and capable of being enforced and affect the Property and indemnify the Transferor against all claims actions proceedings costs damages expenses and demands in respect of any breach non-performance or non-observance thereof
7. to pay interest at the rate of 4% a year over the base lending rate for the time being of Barclays Bank PLC on all monies hereby covenanted to be paid by the Transferee to the Transferor which shall remain unpaid for fourteen days after the same shall have become due (demand for payment having been made in accordance with paragraph 10 of this Clause) such interest to be calculated from the date on which the same shall be due
8. within one month after the creation or any devolution of any legal or equitable estate or interest (including any charge by way of legal mortgage) in the Property howsoever effected to give notice in writing thereof to the Transferor and to the Management Company and to pay to the Transferor's solicitors £30 (together with any Value Added Tax which may be payable in respect thereof) for registration of such notice
9. to pay all costs charges and expenses which may reasonably be incurred by the Transferor in the recovery of arrears of the Estate Maintenance Charge or the Estimated Estate Maintenance Charge whether that recovery be successful or not
10. to pay on demand to the Transferor the Estate Rentcharge and the Estimated Estate Maintenance Charge and to pay within fourteen days of receipt of the Transferor's or the Management Company's annual Management Accounts any balancing contribution of the Estate Maintenance Charge (if any) as shall properly be found to be due from the Transferee by equal half yearly instalments in advance on the Payment Days
11. to apply irrevocably to be registered as a member of the Management Company
12. not to transfer the whole or any part of the Property without first ensuring that the Transferee's interest in the Management Company is transferred to the new transferee and the new transferee

applies for membership therein and in the case of the grant of a tenancy or lease for a term in excess of 6 months (and if so required by the Company) to ensure that the tenant enters into a Deed of Covenant with the Management Company

21 Transferor's Covenants

The Transferor hereby covenants with the Transferee and its successors in title:-

1. that the Transferor will observe and perform the covenants contained in the Clause 22 hereof until it completes a transfer of the freehold of the Estate (excluding the Property) to the Management Company (being completion of the assurance and not registration at H M Land Registry)
2. to complete a transfer of the Communal Areas and any Accessway (excluding the Property) to the Management Company for a consideration of One Pound (£1.00) as soon as reasonable possible after completion of the sale of the last of the plots on the Estate to be sold
3. to sell each freehold property on the Estate on substantially the same terms as this Transfer
4. to complete the construction of the Estate Road and to construct the Estate Sewer to the satisfaction of the appropriate Authority and to maintain the same in good repair and condition until taken over and adopted by the said Authority as a public road or sewer and that it will indemnify the Transferee against all costs charges and expenses in respect thereof

22 Covenants by the Management Company with the Transferee

Repairs and Maintenance

1. To maintain repair amend renew cleanse repaint and redecorate and otherwise keep in good and tenantable condition the
 - 1.1 Communal Areas
 - 1.2 The Services
 - 1.3 The Accessway

providing that nothing herein contained shall prejudice the Management Company's right to recover from the Transferee or any other person the amount or value of any loss or damage suffered or caused by reason of the negligence or other wrongful act or default of the Transferee or such other person

Services

2. So far as practicable:
 - 2.1 to carry out any works required to be done by reason of any breach by the Transferee of any of the covenants on his part herein contained
 - 2.3 to perform and carry out such other works and services in connection with the Estate as the Management Company shall in general meeting decide
 - 2.4 to employ such persons as the Management Company may in its absolute discretion consider desirable or necessary to enable to perform or maintain the said services or any of them or for the proper management or security of the Estate and all parts thereof

Provision For Future Expenditure

- 3. To set aside such sums of money (which shall be deemed items of expenditure incurred by the Management Company) as the Management Company may reasonably require by way of reasonable provision for future expenditure on complying with its obligations hereunder

Enforcement of Covenants

- 4. If so required by the Transferee and upon the Transferee indemnifying the Management Company against all costs and expenses in respect thereof and providing such security as the Management Company may reasonably require to take all reasonable steps to enforce (where appropriate) the observance and performance by the owners of the other houses on the Estate of the covenants and conditions on their part contained in the leases or transfers thereof

23 Management Company's Covenant

The Management Company hereby covenants with the Transferee and (as a separate covenant) with the Transferor that the Management Company will observe and perform the covenants contained in the Clause 22 hereof once a transfer of the freehold of the Estate has been completed in its favour (being completion of the assurance and not registration at H M Land Registration)

24 Interpretation

In this Transfer the masculine gender includes the feminine gender and singular includes the plural and vice versa and all covenants by more than a single person are joint and several covenants by both or all covenanting parties

25. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

The common seal of BERKELEY HOMES (OXFORD & CHILTERN) LIMITED was affixed in the presence of:

Signature of director

Signature of secretary

Signed as a deed on behalf of THE WATERWAYS MANAGEMENT COMPANY LIMITED by

For Linnells Nominees Limited director

For Linnells Secretarial Services Limited – Secretary

Signed as a deed by TRANSFEREE in the presence of:

Sign here

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Occupation _____