



**Registration of a Charge**

Company name: **CHELMER HOUSING PARTNERSHIP LIMITED**

Company number: **04105878**



X7JJPRA8

Received for Electronic Filing: **26/11/2018**

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**Details of Charge**

Date of creation: **09/11/2018**

Charge code: **0410 5878 0020**

Persons entitled: **PERSIMMON HOMES LIMITED  
GRANGEWOOD PARK (BURNHAM ON CROUCH) RESIDENTS  
MANAGEMENT COMPANY LIMITED**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **EMILY ROBOTHAM**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4105878

Charge code: 0410 5878 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th November 2018 and created by CHELMER HOUSING PARTNERSHIP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th November 2018 .

Given at Companies House, Cardiff on 28th November 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

1	Title number(s) out of which the property is transferred:  EX956678
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p><b>Plots:</b> 33–58, 68–70, 77– 91 and 96-103</p> <p><b>Postal address:</b></p> <p>49, 51, 53, 55, 57 and 59 Grangewood Park Avenue, Burnham-on-Crouch, Essex CM0 8FF</p> <p>1-20 Harbour Road, Burnham-on-Crouch, Essex CM0 8FJ</p> <p>8, 10 and 12 Yacht Way, Burnham-on-Crouch, Essex CM0 8FL</p> <p>2–15 Panels Brook Crescent, Burnham-on-Crouch, Essex CM0 8FN</p> <p>14 and 16 Yacht Way, Burnham-on-Crouch, Essex CM0 8FL</p> <p>16, 18, 20, 22, 24, 26, 28 and 30 Pannels Brook Crescent, Burnham-on-Crouch, Essex CM0 8FN</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: shown edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 9 November 2018

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

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.

5 Transferor:

**PERSIMMON HOMES LIMITED**

For UK incorporated companies/LLPs

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

04108747

For overseas companies

(a) Territory of incorporation:

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

6 Transferee for entry in the register:

**CHELMER HOUSING PARTNERSHIP LIMITED**

For UK incorporated companies/LLPs

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

4105878

For overseas companies

(a) Territory of incorporation:

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

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

Myriad House 33 Springfield Lyons Approach, Springfield, Chelmsford CM2 5LB

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):

THREE MILLION FOUR HUNDRED AND THIRTY-SIX THOUSAND POUNDS (£3,436,000) [apportioned in accordance with the Contract Sum Analysis].

☐ 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

Add any modifications.

☐ limited title guarantee

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

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

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

**PART 1**  
**Definitions**

Accessway	any private driveway/footway (if any) shown cross hatched on Plan 1
Affordable Dwelling	as defined in the Planning Obligation Deed
Apparatus	the foul and/or surface water Sewers Lateral Drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Easement Strip
Bin Collection Point	means the refuse collection points marked on Plan 1 or Plan 2
Certificate	a certificate containing a summary of the Expenditure and specifying the amount of the Estate Rentcharge for any Financial Year
CCDL	Charles Church Developments Limited (company registration number 01182689) whose registered office is at Persimmon House

Covenants	the Covenants set out in Part 8
District Council	Maldon District Council
Dominant Tenement	the undertaking of the water company within its area as particularised in the Instrument of Appointment by the Secretary of State for the Environment under the Water Act 1989 and in particular the Estate Sewers together with the land properties and rights relative to it
Easement Strip	the easement strip (if any) shown on Plan 1 and Plan 2
Estate	all the land now or formerly comprised in the above title
Estate Roads	the roads carriageways footpaths and verges on the Estate and their intended sites which serve the Property and which are intended to be transferred to the Management Company and which connect the Property to an adopted or adoptable public highway and which or part of which are shown hatched on Plan 1 or Plan 2
Estate Rentcharge	the estate rentcharge forever charged on and issuing out of the Property in a sum calculated as set out in Part 12
Estate Sewers	the main foul and surface water sewers and any accessories as defined by Section 219 of the Water Industry Act 1991 now to be constructed within the Estate which are intended to become sewers maintainable at the public expense
Expenditure	the aggregate of all costs charges expenses and outgoings whatsoever incurred by the Management Company in relation to and in complying with the obligations set out in Part 11
Financial Year	each year ending on 31 December or such other date as the Management Company shall determine
Grass Verge	the grass verge (if any) shown on Plan 1
Management Areas	the areas of land facilities structures and amenities within the Estate as shown on Plan 2 the upkeep and maintenance of which the Management Company is or will subject to the terms of this transfer

become responsible for including but not limited to the Estate Roads, Visitor's Parking Spaces, cycleways, street furniture including lighting columns, Bin Collection Points, surface water drainage systems, play areas and respective equipment

Management  
Company

Grangewood Park (Burnham on Crouch) Residents Management Company Limited (company registration number 11136824) of Persimmon House Fulford York YO19 4FE

Plan 1

the plan marked 'Plan 1' annexed hereto

Plan 2

the plan marked 'Plan 2' annexed hereto

Planning Obligation  
Deed

the agreement entered into pursuant to S. 106 Town and Country Planning Act 1991 dated 5<sup>th</sup> May 2017 made between (1) Maldon District Council (2) Essex County Council (3) Philip John Tolhurst (4) Sir Nicholas Hickman Ponsonby Bacon (5) Andrew Newman Sadler (6) Christopher James Blundell and (7) Persimmon Homes Limited and any documents supplemental to or varying it

Projections

foundations chimneys flues eaves guttering drainpipes fence posts wall piers and similar projections now or to be constructed within the Estate

Property

the land shown edged red on Plan 1 being part of the land in the above title

Public Authority

local authorities whether acting generally or in exercise of some specific power or function and the Undertaker or other water or drainage authority statutory corporations and authorities and all corporations or bodies exercising some statutory right or obligation

Rentcharge Owner

the Transferor the Management Company or the person or body for the time being entitled to the benefit of the Estate Rentcharge

Rentcharge Payment  
Date

the date of completion of this transfer and thereafter 1 January in each year or such other date as the Management Company shall determine

Registered Provider

A registered provider of social housing within the meaning of part 2

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

chapter 3 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with Homes England pursuant to that act or any other body who may lawfully provide Affordable Housing from time to time (or such other organisation as the District Council shall agree can purchase, acquire and/or sell the Affordable Dwelling)

Rights	the rights set out in Part 7
Service Media	all drains pipes wires cables conducting media and apparatus for surface and foul water drainage (except the Estate Sewers) gas light oil electricity water electronic transmissions and similar services now or to be constructed on the Estate
Service Strip	the service strip (if any) shown on Plan 1 or Plan 2
Visibility Splay	the service strip (if any) shown on Plan 1 or Plan 2
Visitors Parking Space	any parking space marked "V" (if any) on Plan 1 of Plan 2
Undertaker	means the undertaker which will adopt the Estate Sewers and its successors in title

## PART 2

### Rights granted for the benefit of the property

The Transferor and CCDL grants to the Transferee and its successor in title for the benefit of the Property and any buildings now or to be constructed on it the following rights:

1. A right of way at all times for all lawful purposes on foot over the footpaths and on foot or with vehicles over the carriageways of the Estate Roads
2. A right of way at all times for all lawful purposes on foot over the footpaths or on foot or with vehicles over the driveway comprising any Accessway on the Estate which serves the Property but is not edged red on Plan 1 or Plan 2
3. The right to use the Estate Sewers for the passage of water and sewerage



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

4. The right to use inspect maintain and renew any Service Media on the Estate which serve the Property
5. The right of support and protection from any adjoining parts of the Estate for the Property including any buildings now or to be constructed by the Transferor and CCDL on the Property
6. The right to keep and use on adjoining parts of the Estate any Projections from the Property as constructed by the Transferor and CCDL
7. The right to enter upon adjoining parts of the Estate to inspect maintain or renew any part of the Property or the Service Media or Accessway (if any serving the Property)
8. The right (subject to it being unoccupied) temporarily to park or permit to be parked a private motor vehicle in any Visitors Parking Space
9. The right to use the Management Areas (as appropriate) for the purpose for which they have been provided
10. The right to deposit domestic refuse bins or other waste receptacles containing domestic household waste only in the allocated Bin Collection Point designated as serving the Property for collection by the Public Authority on the days designated by the Public Authority for the collection of refuse

PROVIDED that none of the rights granted shall apply to or be exercised over any electricity substation(s) gas governor stations or similar installations on the Estate

### **PART 3**

#### **Rights reserved for the benefit of any part or parts of the Estate and also for the benefit of any Public Authority and of any other person authorised by them or by the Transferor and CCDL**

The Transferor and CCDL excepts and reserves for the benefit of the Estate and each and every part of it and any building now or in the future constructed on it and also for the benefit of its successors in title to the Estate and any Public Authority and any other persons authorised by any Public Authority or by the Transferor and CCDL the following rights:

1. A right of way at all times and for all purposes over any Accessway on the Property which services any other part of the Estate or any land adjoining the Estate
2. The right to retain connect to and use inspect maintain and renew any Service Media or Estate Sewers which cross the Property
3. The right of support and protection from the Property and any buildings on the Property for the Estate and any buildings now or to be constructed by the Transferor and CCDL on the Property
4. The right to keep and use on the Property any Projections from any buildings on the Estate now or to be constructed by the Transferor and CCDL on the Estate
5. The right to enter on the Property to inspect maintain or renew any part of the Estate adjoining the Property or the

Include words of covenant.

Service Media or Accessway (if any)

6. The right for the Transferor and CCDL or the Public Authority only to enter so much of the Property as is unbuilt upon:
  - 6.1 to alter any existing Service Media and to lay new Service Media
  - 6.2 to erect scaffolding and construct any adjoining buildings walls or fences relating to adjoining buildings on the Estate
  - 6.3 to enforce the compliance of the covenants in Part 5
  - 6.4 for the purpose of complying with the property requirements of any Public Authority
7. The right of the Rentcharge Owner to enter onto the Property on reasonable written notice (except in the case of emergency) so far as it reasonably necessary for the purpose of discharging the obligations out in Part II

#### **Part 4**

#### **Agreements and Declarations**

It is agreed and declared between the parties as follows:

1. Any person using the rights in Part 2 and Part 3 will do so reasonably and when exercising rights of entry will give reasonable notice (except in any emergency) and cause as little damage and inconvenience as possible and will repair any damage caused as quickly as possible to the reasonable satisfaction of any person thereby affected
2. The use of the Service Media Accessway party walls (which shall not include external garage walls) driveways footpaths and any other things now or to be constructed by the Transferor and CCDL intended for shared use by the Transferee and the owners of any parts of the Estate are subject to the Transferee paying a fair proportion of the costs incurred in their inspection maintenance and renewal by the persons sharing their use and any dispute about the amount to be paid will be settled by the written certificate of an independent surveyor acting as an expert
3. All fences walls or hedges separating the Property and the Estate (save for those adjoining Estate Roads or which are external garage walls or which are marked with any inward or outward "T" on Plan 1) and any walls separating buildings on the Property from any other buildings on the Estate are party fences walls or hedges and shall be maintained accordingly
4. No building scheme shall be created by this Transfer and the Transferor and CCDL may modify waive or release any covenants set out in Part 5
5. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Transfer except in relation to Part 7 and rights reserved to Public Authorities
6. The Property does not have any rights of light air or other rights (other than as expressly provided by this Transfer) which would or might restrict or interfere with

the way in which the Estate or any other adjoining land acquired by the Transferor and CCDL can be used or developed

7. The Transferor and CCDL shall not bound in any way by the plotting or general scheme of development of any part of the Estate or adjacent land as may be shown on any plans or other documents
8. The singular shall include the plural and masculine shall include the feminine and neuter genders and vice versa and where there are two or more persons included in the Transferee shall be deemed to be made by such persons jointly and severally
9. The Transferee covenants to indemnify and keep indemnified the Transferor and CCDL against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Transferee of any covenants relating to the Property on the register of the title above referred to (if any) insofar as they affect the Property
10. The Transferor and CCDL and the Transferee apply to enter the following standard form L restriction against the title of 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 by the entry of this restriction) is to be registered without a certificate signed by
  - (a) Grangewood Park (Burnham on Crouch) Residents Management Company Limited (company registration number 11136824) of Persimmon House Fulford York YO19 4FE or its conveyancer that the provisions of paragraph 4.1, 4.2 and 4.3 of part 10; or
  - (b) a conveyancer that the provisions of the proviso toof a transfer dated [ 9 November ] ~~October~~ 2018 between Persimmon Homes Limited (1) Grangewood Park (Burnham on Crouch) Residents Management Company Limited and Chelmer Housing Partnership Limited (3) have been complied with or do not apply"
11. The Management Company covenants with the Transferee that subject to compliance with paragraph 4 of Part 10 of this Transfer the Management Company or its conveyancer will provide the certificate referred to in paragraph 10(a) above within 5 working days of compliance with those provisions.
12.
  - 12.1 If any time the Rentcharge Owner considers it would be in the general interest of the owners of the properties on the Estate receiving a service from the Rentcharge Owner to do so the Rentcharge Owner may discontinue that service provided that in deciding whether or not to discontinue any service the Rentcharge Owner is to give proper consideration to the views and wishes of the majority of the owners of such

properties

12.2 The Rentcharge Owner (acting reasonably) may make and at any time on prior notice to the Transferee vary or waive any regulations relating to the Management Areas as it thinks fit in the general interest of the owners of the properties on the Estate

12.3 The Rentcharge Owner may at any time and from time to time in their reasonable discretion determine that any land or facility then forming part of the Management Areas shall cease to be part of the Management Areas and/or that any land or facility not then being included in the Management Areas shall become part of the Management Areas

12.4 In the event of the location or extent of the Management Areas being at any times varied as above then the rights granted to the Transferee in this transfer shall be extinguished in respect of any land or facility which shall cease to be part of the Management Areas and the rights granted to the Transferee in this transfer shall extend over any land or facility which shall become comprised in the Management Areas provided that nothing in this or the preceding sub-clause shall in any way adversely affect the exercise of the Transferee's rights over the Estate Roads or the Accessways

13. The Transferee has knowledge of the construction of the Estate Roads already constructed or presently anticipated to be constructed and of the likely construction of other infrastructure in connection with the development of the Estate that could comprise public works for the purposes of the Land Compensation Act 1973 ("the 1973 Act") and if the Transferee receives any compensation award or payment pursuant to Part I and/or Part II of the Land Compensation Act 1973 (as amended) (or any similar enactment or provision) it shall forthwith pay all such sums so received to the Transferor together with interest on such sum from the date of receipt by the Transferee until the date of payment to the Transferor at a rate of 2% above the base rate from time to time of Barclays Bank

14. As a result of the transfer the Transferee will hold the Property as a non-exempt charity.

## **PART 5**

### **Restrictive Covenants by the Transferee**

The Transferee covenants with the Transferor and CCDL so as to bind the Property and each and every part thereof for the benefit of the land remaining in the Estate and each and every part thereof and the Transferor and CCDL to observe and perform the following restrictive covenants:

1. Not to use the Property for any purposes other than as Affordable Housing (as defined in Schedule 4 of the Planning Obligation Deed) but subject to any exclusions permitted in the Planning Obligation deed or as otherwise as agreed by the Council with the approval of the Transferor . This restriction shall not be binding on any

Include words of covenant.

shared ownership lessee who has staircased to 100% or to any Intermediate Dwellings as defined in the Planning Obligation Deed or a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver) of the whole or any part of the affordable housing units or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED THAT such mortgagee or chargee or receiver shall have first given notice in writing to the District Council of its intention to dispose for a use which is not as Affordable Housing (as defined in Schedule 4 of the Planning Obligation Deed) and shall have used over a 12 weeks period from the date of such written notice to dispose of the Property to another Registered Provider or to the District Council for a consideration not less than the amount due and outstanding to the mortgagee or chargee or receiver including all accrued principal monies, interest and costs incurred by the mortgagee or chargee or receiver in respect of the mortgage or charge. If such disposal has not taken place within the 12 week period, the mortgagee, chargee or receiver shall be entitled to dispose of the Affordable Dwellings free from this restriction which shall determine absolutely.

2. Not to use the Property for any trade or business.
3. Not to erect or construct any building or other structure whatsoever whether temporary or permanent on the Property save for in accordance with Schedule 4 of the Planning Obligation Deed (except for good quality domestic sheds and greenhouses of a size appropriate to the Property) without the prior consent in writing of the Transferor for which a fee will be payable Provided always that during the first ten year period commencing on the date of this Transfer the fee shall be £250 plus VAT ("the Fee") and on the expiry of each successive period of ten years from the date of this Transfer the Fee shall increase by an amount equivalent to the increase (if any) in the Retail Price Index published by HM Government (or such replacement index from time to time) during that decade
4. Not to erect any walls fences or other structures nor allow any hedge to grow on the Property between any building on the Property and the Estate Roads
5. Not to allow to fall into disrepair the fence wall hedge or other means of enclosure of any boundary of the Property marked with an inward "T" on Plan 1 (if any)
6. Not to allow to fall into disrepair the Accessway (if any) which forms part of the Property but is intended for shared use
7. Not to allow to fall into disrepair the Grass Verge (if any) forming part of the Property
8. Not to cut down damage neglect or remove any existing tree or hedge on the Property or any other plant planted pursuant to the requirements of the Local Authority
9. Not to do or permit or suffer to be done on the Property anything which may be or become a nuisance or

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

annoyance or cause damage to the Transferor and CCDL or to the owners tenants or occupiers of any adjoining or neighbouring property

10. Not to erect or exhibit on the Property any hoarding structure notice board or sign of any kind for advertising or other purpose except prior to first occupation of all dwellings on the Property one notice or sign not exceeding one half square metre advertising any dwelling on the Property for sale or any signage required by Homes England
11. Not to keep or feed or permit to be kept or fed on the Property any animals other than normal household domestic pets
12. Not to park or cause or suffer or permit to be parked any commercial vehicle (other than one not exceeding 5 metres in length and 2 metres in height) caravan mobile home camper van or boat on the Property between any building on the Property and the Estate Road
13. Not to park on or obstruct the Estate Roads or Accessway provided that this shall not prevent the temporary parking of a single private motor vehicle in designated parking spaces
14. Not to erect or place on the front elevation(s) of the Property any aerial or satellite dish until the Transferor and CCDL has completed the sale of the last dwellinghouse on the Estate
15. Not without the prior written consent of the relevant Public Authority to plant erect or place or suffer to be planted erected or placed any plant bush tree or structure or other thing on any Easement Strip Visibility Splay or Service Strip but to maintain it as a grassed area
16. Not to do or permit or suffer to be done upon the Property or the Estate any act or thing which:
  - 16.1 may impede the adoption by or the vesting in the relevant Public Authority of the Estate Roads or Estate Sewers or Service Media which is or shall be intended to be so adopted or vested; or
  - 16.2 may result in loss or damage to or interference with any Estate Road Estate Sewer or Service Media within the Property which may be or become adopted by or which may vest in a Public Authority or which is used jointly with the Transferor and CCDL or with the owners or occupiers of the Estate or any part thereof or any adjoining or neighbouring land

and on request to execute any easement deed or document required by a Public Authority in respect of the provision maintenance adoption or vesting of the Estate Roads or Estate Sewers or Service Media

17. Not to use the Visitors Parking Spaces other than for the temporary parking of a single private motor vehicle
18. Not to make support or procure any application to secure the adoption of the Estate Roads as publicly maintained highway pursuant to Section 228 of the Highways Act 1980 or any statutory re-enactment thereof or any other

similar statutory provisions and if required by the Transferor and CCDL to object to any such application

19. To comply with the provisions of schedule 4 (other than paragraph 2 of that schedule) of the Planning Obligation Deed in relation to the use and occupation only of the Property as Affordable Housing (as defined therein) but subject to any exceptions and exclusions as contained in that schedule 4

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## **PART 6**

### **Positive covenants by the Transferor and CCDL**

1. To the extent required to enable development of and beneficial use and occupation of the Property :
  - 1.1 the Transferor and CCDL covenants with the Transferee and the Transferee's successors in title to construct and maintain the Estate Sewers to the requirements of the relevant Public Authority and to indemnify the Transferee and the Transferee's successors in title against all costs and claims arising from any failure to do so until the Estate Sewers become maintainable at public expense provided that the Transferor and CCDL shall have no liability under this covenant once the Estate Sewers have been adopted;
  - 1.2 the Transferor and CCDL covenants with the Transferee to construct the Estate Roads to the requirements of the relevant Public Authority and to indemnify the Transferee and the Transferee's successors in title against any costs and claims arising from failure to do so (but for avoidance of doubt not maintenance costs thereof) provided that the Transferor and CCDL shall have no liability under this covenant once the Estate Roads have become the responsibility of the Management Company
  - 1.3 the Transferor and CCDL covenants with the Transferee to construct the Service Media (but with responsibility for individual connections being the responsibility of the Transferee) and Accessways.
2. To the extent required to enable development of and lawful beneficial use and occupation of the Property the Transferor and CCDL covenants with the Transferee to comply with the obligations contained in the Planning obligation Deed (other than paragraphs 1 and 3 to 11 (inclusive) of Schedule 4 thereof which is the responsibility of the Transferee) and to indemnify the Transferee against any costs and claims in connection with any failure to do so.

## **PART 7**

### **Rights reserved for the benefit of the Undertaker and the Dominant Tenement**

Subject to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Transferee from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings losses costs charges and expenses arising out of the exercise of the Rights the Transferee hereby grants with full title guarantee the following perpetual rights to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

1. The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Easement Strip together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Easement Strip and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in Section 219(1) of the Water Industry Act) within or adjacent to the Easement Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge
2. For the purposes hereof and in particular for the purposes mentioned in Paragraph 1 of Part 7 (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Easement Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Transferee (which approval shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Transferees adjoining land



3. The right of erecting on or near the Easement Strip and maintaining the necessary markers indicating the Easement Strip or the position of the Apparatus provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Easement Strip
4. The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights
5. The right of fencing or severing off such part of the Easement Strip from the adjoining and adjacent land of the Transferee as shall be necessary or desirable in relation to the exercise of the Rights
6. The right of support from the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee
7. The right to remove all or any trees and shrubs growing in the Easement Strip and any walls hedges and fences thereon

## **PART 8**

### **Covenants for the benefit of the Undertaker**

The Transferee to the intent that the burden of this covenant runs with the Easement Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefitted or protected but not so as to render the Transferee personally liable for any breach of covenant committed after the Transferee has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

1. Not to use or permit or knowingly suffer to be used the Easement Strip or any adjoining or adjacent land of the Transferee for any purpose that may endanger injure or damage the Apparatus or to render access thereto more difficult or expensive or adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same
2. Without prejudice to the generality of the foregoing:
  - 2.1 not to effect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily-removable character
  - 2.2 not to withdraw support from the Apparatus or from the Easement Strip
  - 2.3 not to undertake or cause or permit to be undertaken any piling or percussive works within the Easement Strip

- 2.4 not to alter the ground levels within the Easement Strip
- 2.5 not to plant or cause or permit to be planted any trees or shrubs within the Easement Strip
- 2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED this prohibition shall not apply to an existing street road pipe duct or cable
3. To advise any tenant for the time being of the Property or the Easement Strip of the existence of the Apparatus and of this Transfer and its contents insofar as the same relate to the Transferees occupancy of the Property or the Easement Strip
4. The Undertaker shall have the benefit of the right to enforce the Rights and Covenants pursuant to The Contracts (Rights of Third Parties) Act 1999
5. Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the Covenant the Apparatus shall not vest in the Undertaker until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 192 of the Water Industry Act 1991

## **PART 9**

### **Rentcharge**

1. The Transferor and CCDL reserves the Estate Rentcharge out of the Property to the Rentcharge Owner
2. The Rentcharge Owner shall have all the powers and remedies conferred by the Law of Property Act 1925 to enable it to recover and compel the payment of the Estate Rentcharge and in addition if the Estate Rentcharge (or any part thereof) is unpaid three months after the date that payment has been demanded (payment having become due) the Rentcharge Owner may enter the Property and at its discretion:

2.1 hold the Property or

- 2.2 do anything which is necessary to make good any default and remain in possession of the Property or the rents and profits from it until all monies and the costs incurred by the exercise of this power are fully discharged

PROVIDED that before any such right to enter the Property is exercised the Rentcharge Owner shall have given notice of its intention to do so to any mortgagee of the Property whose interest has been notified to the Rentcharge Owner in writing

## PART 10

### Further Covenants by the Transferee

The Transferee covenants with the Rentcharge Owner and as a separate covenant with the Transferor and CCDL and the Management Company

1. To pay the estimated Estate Rentcharge (or an appropriate proportion apportioned to each dwelling on the Property in respect of the payment due on the date of practical completion of such dwellings) to the Rentcharge Owner in advance on the Rentcharge Payment Date or if later immediately on receipt of a demand for payment from the Rentcharge Owner
2. On receiving a Certificate to pay to the Rentcharge Owner any shortfall between the estimated Estate Rentcharge paid and the amount of the Estate Rentcharge so certified
3. To pay interest to the Rentcharge Owner at the rate of 4% above the base rate of Royal Bank of Scotland plc for the time being on any part of the Estate Rentcharge as shall be unpaid by the Transferee 28 days after payment fell due or after the date of demand (if later) together with any costs incurred by the Rentcharge Owner in recovering any arrears of the Estate Rentcharge
4. Not to dispose (other than by way of mortgage, shared ownership lease or assured shorthold tenancy) of the Property unless the donee:-
  - 4.1 enters into and delivers a direct covenant with the Management Company in the form of the deed set out in Part 13; and
  - 4.2 has either become a member of the Management Company or has made a written application to the Management Company to become a member; and
  - 4.3 has paid the Management Company's fees for checking and registering the deed of covenant referred to in Part 10 paragraph 4.1 of this Transfer (Provided always that during the first 10 year period from the date of this Transfer the fee shall be £75 plus VAT ("the Fee") and on the expiry of each successive period of ten years from the date of this Transfer the Fee shall increase by an amount equivalent to the increase (if any) in the Retail Price Index published by the HM Government (or such replacement index from time to time) during that decade)

Provided always that in the case of way of mortgage, shared ownership lease or assured shorthold tenancy for avoidance of doubt the provisions of this paragraph 4 shall not apply

5. Not to do or to permit to be done within any Management Areas anything which may obstruct or result in loss or damage to or interference with the Management Areas

## **PART 11**

### **Rentcharge Owner's Covenants**

The Transferor and CCDL and the Management Company each covenant separately with the Transferee and on behalf of the Rentcharge Owner and the Management Company covenants with the Transferee (Provided always that the Transferor and CCDL's liability under this Part 11 shall cease and determine on the date upon which the Management Areas have been transferred to the Management Company)

1. To maintain repair cultivate and where necessary renew the Management Areas and their facilities and equipment
2. To keep the Management Areas fully insured against property owners' public and third party liability and such other risks as the Rentcharge Owner deems necessary with a reputable insurance company in such sums as the Rentcharge Owner reasonably considers necessary in the general interest of the owners of the properties on the Estate
3. To provide such staff as the Rentcharge Owner reasonably considers necessary in order to fulfil its obligations including (where appropriate) the appointment and payment of managing agents and professional advisers
4. To pay all outgoings which are payable in respect of the Management Areas and which do not fall to be paid by any other person
5. To collect and set aside such sums as the Rentcharge Owner shall reasonably determine as being necessary to provide a reserve fund for anticipated expenditure not incurred on an annual basis
6. To comply with all statutory obligations of the Rentcharge Owner and generally to manage administer and protect the Management Areas

## **PART 12**

### **Calculation of Estate Rentcharge**

1. Before the commencement of each Financial Year or as soon as possible thereafter the Rentcharge Owner or its managing agent shall provide the Transferee with an estimate of the Expenditure anticipated to be incurred in that Financial Year and an estimate of the Estate Rentcharge for that Financial Year
2. The Estate Rentcharge shall be a fair and proper proportion of the Expenditure or estimated Expenditure as reasonably determined from time to time by the Rentcharge Owner having regard to the number of properties constructed or to be constructed on the Estate and which are liable to pay the Estate Rentcharge on the basis that the whole of the Expenditure is to be recovered from the owners of such properties subject to the receipt and credit of any contributions received from owners outside the Estate towards the Expenditure

3. As soon after the end of each Financial Year as is reasonably practicable the Rentcharge Owner shall provide the Transferee with a Certificate for that Financial Year
4. If the Certificate specifies an amount for the Estate Rentcharge less than any estimated Estate Rentcharge paid in respect of that Financial Year then such overpayment shall be credited to the Transferee's next payment of the Estate Rentcharge
5. Any omission by the Rentcharge Owner to include in the Certificate for any Financial Year a sum expended or a liability incurred in that Financial Year shall not preclude the Rentcharge Owner from including such sum or the amount of such liability in the Certificate for any subsequent Financial Year

### **Part 13**

#### **Deed of Covenant**

THIS DEED OF COVENANT is made the [ ] day  
of [ ] BETWEEN

(1) [new owner] of [ ] (the Transferee)

and

(2) [ ] RESIDENTS MANAGEMENT  
COMPANY LIMITED of [ ] (the  
Company)

#### **RECITALS**

A. This Deed is supplemental to a transfer dated the [ ]  
made between [ ] (1) the Company (2)  
and [ ] (3) (the Transfer) in respect  
of [ ] formerly plot [ ] (the  
Property)

#### **OPERATIVE PROVISION**

1. The Transferee covenants with the Company to observe and perform the covenants on the part of the transferee in the Transfer as if he was a party to the Transfer
2. The Transferee shall pay the reasonable costs of the Company in connection with this Deed

Executed as a Deed by the Transferee  
In the presence of:-

*End of Deed of Covenant*

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Remember to date this deed in panel 4.

### 13 Execution

**EXECUTED as a DEED by  
PERSIMMON HOMES LIMITED**

acting by its Attorneys

[ .....  
Signature of Attorney

Signature of witness.....

Name (in BLOCK CAPITALS)

Address:

and

[ .....  
Signature of Attorney

Signature of witness.....

Name (in BLOCK CAPITALS)

Address:

**EXECUTED as a DEED by  
CHARLES CHURCH DEVELOPMENTS LIMITED**

acting by its Attorneys

[ .....  
Signature of Attorney

Signature of witness.....

Name (in BLOCK CAPITALS)

Address:

and

[ .....  
Signature of Attorney

Signature of witness.....

Name (in BLOCK CAPITALS)

Address:

EXECUTED as a DEED by  
**GRANGEWOOD PARK (BURNHAM ON CROUCH)  
RESIDENTS MANagements COMPANY LIMITED**

Acting by two directors or one director  
and its secretary

.....  
*Signature of Director*

.....  
*Signature of Director/Secretary*

EXECUTED as a DEED by  
[ ]  
on behalf of **CHELMER  
HOUSING PARTNERSHIP  
LIMITED**

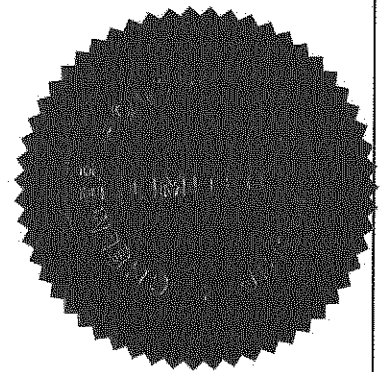
*[Signature]*  
.....  
*Signature of Director*

in the presence of

Signature of witness.....  
*DIRECTOR*

Name (in BLOCK CAPITALS)

Address:



CHP  
Document No. 1790  
REGISTERED COMPANY

**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.





**CONVEYANCE LEGEND**

[Symbol]	EXISTING ROAD
[Symbol]	PROPOSED ROAD
[Symbol]	EXISTING DRIVE
[Symbol]	PROPOSED DRIVE
[Symbol]	EXISTING FENCE
[Symbol]	PROPOSED FENCE
[Symbol]	EXISTING WALL
[Symbol]	PROPOSED WALL
[Symbol]	EXISTING GATE
[Symbol]	PROPOSED GATE
[Symbol]	EXISTING LANE
[Symbol]	PROPOSED LANE
[Symbol]	EXISTING PATH
[Symbol]	PROPOSED PATH
[Symbol]	EXISTING FENCE
[Symbol]	PROPOSED FENCE
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[Symbol]	PROPOSED WALL
[Symbol]	EXISTING GATE
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[Symbol]	EXISTING LANE
[Symbol]	PROPOSED LANE
[Symbol]	EXISTING PATH
[Symbol]	PROPOSED PATH

PROJECT		DRAWING NUMBER		REV
Burnham-on-Crouch		PH-113-5801		A
DRAWING TITLE		DATE		
Golden Brick Transfer Plan		October 2018		
		SCALE: AS SHOWN		
		1:1,000		

PERSIMMON

Persimmon Homes (Essex) Ltd

Persimmon Homes, 2000 Wood Lane, Essex, CM1 1TD

01206 376000

www.persimmonhomes.com

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