

# MR01

## Particulars of a charge



Companies House

307479/1131

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
an instrument. Use form MR08

For further information please



This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. The copy must be scanned and placed on the public record. **Do not send the original**

THURSDAY  
FI  
\*A4415CYW\*  
A07 02/04/2015 #94  
COMPANIES HOUSE  
\*A432WUF6\*  
A04 13/03/2015 #153  
COMPANIES HOUSE

### 1 Company details

Company number 08604765  
Company name in full ANNINGTON RENTALS (NO 8) LIMITED

88 For official use  
→ Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 19/08/2013

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name ANNINGTON PROPERTY LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

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### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The terms of the Instrument reserve a rentcharge ("the Rentcharge") by Annington Rentals (No 8) Limited out of property known as 71 Cody Road, Waterbeach, Cambridge and parking space, CB25 9LS ("the Property") The Rentcharge comprises both a fixed yearly estate rentcharge of £1 00 payable out of the Property and a perpetual yearly estate rentcharge payable out of the Property as a service charge in accordance with clause 14 2 of the Instrument

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

### Trustee statement<sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

### Signature

Please sign the form here

Signature

Signature

X Eversheds LLP (on behalf of Annington Properties Limited) X

This form must be signed by a person with an interest in the charge

# MRO1

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name SARA DOLLEY

Company name EVERSLEDs LLP

Address 1 CALLAGHAN SQUARE

Post town CARDIFF

County/Region

Postcode C F 1 0 5 B T

Country WALES

DX 33016 CARDIFF

Telephone 0845 498 7413



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## PROFORMA

Company Number 08604765  
Company Name ANNINGTON RENTALS (NO.8) LIMITED  
Contact Name/ Organisation SARA DOLLEY / EVERSHEOS LLP  
Address 1 CALAGHAN SQUARE, CARDIFF, CF10 5BT

**The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☒ Persons entitled to the charge
- ☒ Description of property
- ☒ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge  
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge  
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge  
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge  
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge  
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge  
(applies only to MR10/LL MR10)

**Please give the instructions in the box below)**

AS REGARDS THE MROI FORMS PLEASE:

SECTION 3 - PERSONS ENTITLED TO CHARGE - REPLACE  
"ANNINGTON PROPERTY LIMITED" WITH "WATERBEACH  
(ABBAY PLACE) RESIDENTS COMPANY LIMITED"

SECTION 4 - DESCRIPTION OF PROPERTY - PLEASE  
LEAVE BLANK.

SECTION 5 - OTHER CHARGE OR FIXED SECURITY -  
PLEASE TICK YES INSTEAD OF NO.

Claim Nos. 230, 232, 234-236, 239-243, 245-246, 249-251, 255-259, 261-262, 264-267, 269, 271, 273-281, 283-285, 287-303, 305-308, 311-313, 319-324, 327-328, 331, 334-335, 339, 348-349 and 352-357 of 2015

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT

BEFORE REGISTRAR BRIGGS

MONDAY 9 FEBRUARY 2015 AT 11.30AM

IN THE MATTER OF THE COMPANIES ACT 2006

BETWEEN:

ANNINGTON PROPERTY LIMITED

Claimant

and

ANNINGTON RENTALS (NO. 8) LIMITED

Defendant

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**ORDER**

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**UPON EACH OF THE 87 APPLICATIONS** by 87 separate Part 8 Claim Forms issued on 13 January 2015 ("the Claims"), respectively under the Claim Numbers listed in the Schedule to this Order ("the Schedule"), in each of which Annington Property Limited is the Claimant and Annington Rentals (No 8) Limited is the Defendant;

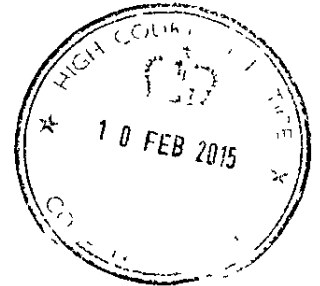
**AND UPON HEARING** Counsel for the Claimant,

**AND UPON READING** the Part 8 Claim Form and its exhibits in each of the Claims and the witness statement of Sara Dolley for the Claimant dated 23 December 2014 in each of the Claims,

**AND UPON READING** the Defendant's acknowledgement of service dated 28 January 2015 in each of the Claims, in each of which the Defendant states that it does not intend to contest the Claim,

**AND UPON READING AND ACCEPTING** the evidence of the Defendant's solvency given in the witness statement of a director of the Defendant, Nicholas Peter Vaughan, dated 3 February 2015,

**AND UPON** the Claimant producing to the Court the original 87 transfers, each dated 19 August 2013 and each made between (1) the Claimant and (2) the Defendant ("the transfers"), each of which is the subject of one of the Claims and each of which is a transfer



A handwritten signature in black ink, located in the bottom right corner of the page.

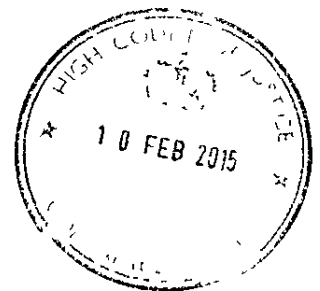
of one of the properties as listed in the Schedule (with the transferred property which is the subject of each of the Claims shown next to the corresponding Claim Number),

**AND THE COURT** being satisfied that the failure to register the 87 rentcharges, each of which is the subject of one of the Claims and each of which is created by one of the transfers ("the rentcharges"), was accidental or due to inadvertence or to some other sufficient cause AND is not of a nature to prejudice the position of the creditors or shareholders of the Defendant company AND that on other grounds it is just and equitable to grant relief,

**IT IS ORDERED that:**

- 1 Pursuant to section 859F(3) of the Companies Act 2006, the time for registration in the manner required by sections 859A(2) and (4) of the said Act of the rentcharge created in each of the Claims, to secure repayment of a fixed yearly estate rentcharge of £1 00 and a perpetual yearly estate rentcharge payable in accordance with clause 5 2 10 of the transfer in each of the Claims, be extended so as to end at 4 00pm on 7 April 2015, this order applying to each of the rentcharges which are respectively the subject of each of the Claims, as created by the transfers of the properties listed in the Schedule with their corresponding Claim Numbers
- 2 The Claimant do deliver a sealed copy of this Order to the Registrar of Companies
- 3 This Order is without prejudice to the rights of any person acquired between the date of creation of the rentcharge in each of the Claims and the date of its actual registration
- 4 There be no order as to costs

Dated 9 February 2015



*[Handwritten signature]*  
16 2 15



Claim Nos. 230, 232, 234-236, 239-243, 245-246, 249-251, 255-259, 261-262, 264-267, 269, 271, 273-281, 283-285, 287-303, 305-308, 311-313, 319-324, 327-328, 331, 334-335, 339, 348-349 and 352-357 of 2015

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
COMPANIES COURT

BEFORE REGISTRAR BRIGGS

MONDAY 9 FEBRUARY 2015 AT 11.30AM

IN THE MATTER OF THE COMPANIES ACT 2006

BETWEEN:

ANNINGTON PROPERTY LIMITED

Claimant

and

ANNINGTON RENTALS (NO. 8) LIMITED

Defendant

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SCHEDULE

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	<u>Claim number</u>	<u>Property</u>
1	230/2015	77 Cody Road, Waterbeach, Cambridge
2	232/2015	79 Cody Road, Waterbeach, Cambridge
3	234/2015	81 Cody Road, Waterbeach, Cambridge
4	235/2015	83 Cody Road, Waterbeach, Cambridge
5	236/2015	15 Cody Road, Waterbeach, Cambridge
6	239/2015	85 Cody Road, Waterbeach, Cambridge
7	240/2015	17 Cody Road, Waterbeach, Cambridge
8	241/2015	71 Cody Road, Waterbeach, Cambridge
9	242/2015	19 Cody Road, Waterbeach, Cambridge
10	243/2015	75 Cody Road, Waterbeach, Cambridge
11	245/2015	21 Cody Road, Waterbeach, Cambridge
12	246/2015	73 Cody Road, Waterbeach, Cambridge
13	249/2015	67 Cody Road, Waterbeach, Cambridge
14	250/2015	47 Abbey Place, Waterbeach, Cambridge
15	251/2015	61 Cody Road, Waterbeach, Cambridge
16	255/2015	63 Cody Road, Waterbeach, Cambridge
17	256/2015	65 Cody Road, Waterbeach, Cambridge
18	257/2015	48 Abbey Place, Waterbeach, Cambridge
19	258/2015	23 Cody Road, Waterbeach, Cambridge
20	259/2015	69 Cody Road, Waterbeach, Cambridge

21	261/2015	42 Abbey Place, Waterbeach, Cambridge
22	262/2015	10 Abbey Place, Waterbeach, Cambridge
23	264/2015	43 Abbey Place, Waterbeach, Cambridge
24	265/2015	9 Abbey Place, Waterbeach, Cambridge
25	266/2015	16 Abbey Place, Waterbeach, Cambridge
26	267/2015	44 Abbey Place, Waterbeach, Cambridge
27	269/2015	13 Abbey Place, Waterbeach, Cambridge
28	271/2015	45 Abbey Place, Waterbeach, Cambridge
29	273/2015	12 Abbey Place, Waterbeach, Cambridge
30	274/2015	46 Abbey Place, Waterbeach, Cambridge
31	275/2015	15 Abbey Place, Waterbeach, Cambridge
32	276/2015	38 Abbey Place, Waterbeach, Cambridge
33	277/2015	39 Abbey Place, Waterbeach, Cambridge
34	278/2015	40 Abbey Place, Waterbeach, Cambridge
35	279/2015	11 Abbey Place, Waterbeach, Cambridge
36	280/2015	41 Abbey Place, Waterbeach, Cambridge
37	281/2015	14 Abbey Place, Waterbeach, Cambridge
38	283/2015	37 Abbey Place, Waterbeach, Cambridge
39	284/2015	5 Abbey Place, Waterbeach, Cambridge
40	285/2015	2 Abbey Place, Waterbeach, Cambridge
41	287/2015	13 Abbey Court, Waterbeach, Cambridge
42	288/2015	14 Abbey Court, Waterbeach, Cambridge
43	289/2015	6 Abbey Place, Waterbeach, Cambridge
44	290/2015	15 Abbey Court, Waterbeach, Cambridge
45	291/2015	3 Abbey Place, Waterbeach, Cambridge
46	292/2015	47 Cody Road, Waterbeach, Cambridge
47	293/2015	1 Abbey Place, Waterbeach, Cambridge
48	294/2015	59 Cody Road, Waterbeach, Cambridge
49	295/2015	7 Abbey Place, Waterbeach, Cambridge
50	296/2015	8 Abbey Place, Waterbeach, Cambridge
51	297/2015	35 Cody Road, Waterbeach, Cambridge
52	298/2015	4 Abbey Place, Waterbeach, Cambridge
53	299/2015	37 Cody Road, Waterbeach, Cambridge
54	300/2015	39 Cody Road, Waterbeach, Cambridge
55	301/2015	41 Cody Road, Waterbeach, Cambridge
56	302/2015	49 Cody Road, Waterbeach, Cambridge
57	303/2015	43 Cody Road, Waterbeach, Cambridge
58	305/2015	45 Cody Road, Waterbeach, Cambridge
59	306/2015	53 Cody Road, Waterbeach, Cambridge
60	307/2015	29 Cody Road, Waterbeach, Cambridge
61	308/2015	51 Cody Road, Waterbeach, Cambridge
62	311/2015	55 Cody Road, Waterbeach, Cambridge
63	312/2015	57 Cody Road, Waterbeach, Cambridge
64	313/2015	27 Cody Road, Waterbeach, Cambridge
65	315/2015	33 Cody Road, Waterbeach, Cambridge
66	316/2015	31 Cody Road, Waterbeach, Cambridge
67	317/2015	25 Cody Road, Waterbeach, Cambridge
68	319/2015	18 Abbey Place, Waterbeach, Cambridge
69	320/2015	27 Abbey Place, Waterbeach, Cambridge
70	321/2015	21 Abbey Place, Waterbeach, Cambridge
71	322/2015	22 Abbey Place, Waterbeach, Cambridge
72	323/2015	23 Abbey Place, Waterbeach, Cambridge
73	324/2015	24 Abbey Place, Waterbeach, Cambridge
74	327/2015	20 Abbey Place, Waterbeach, Cambridge
75	328/2015	17 Abbey Place, Waterbeach, Cambridge

76	331/2015	36 Abbey Place, Waterbeach, Cambridge
77	334/2015	28 Abbey Place, Waterbeach, Cambridge
78	335/2015	29 Abbey Place, Waterbeach, Cambridge
79	339/2015	19 Abbey Place, Waterbeach, Cambridge
80	348/2015	30 Abbey Place, Waterbeach, Cambridge
81	349/2015	31 Abbey Place, Waterbeach, Cambridge
82	352/2015	25 Abbey Place, Waterbeach, Cambridge
83	353/2015	26 Abbey Place, Waterbeach, Cambridge
84	354/2015	35 Abbey Place, Waterbeach, Cambridge
85	355/2015	34 Abbey Place, Waterbeach, Cambridge
86	356/2015	33 Abbey Place, Waterbeach, Cambridge
87	357/2015	32 Abbey Place, Waterbeach, Cambridge

Claim Nos. 230, 232, 234-236, 239-243, 245-246, 249-251, 255-259, 261-262, 264-267, 269, 271, 273-281, 283-285, 287-303, 305-308, 311-313, 319-324, 327-328, 331, 334-335, 339, 348-349 and 352-357 of 2015

**IN THE HIGH COURT OF JUSTICE  
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**BEFORE REGISTRAR BRIGGS**

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**IN THE MATTER OF THE COMPANIES ACT 2006**

**BETWEEN:**

**ANNINGTON PROPERTY LIMITED**

**Claimant**

**and**

**ANNINGTON RENTALS (NO. 8) LIMITED**

**Defendant**

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**ORDER**

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**Eversheds LLP**  
1 Callaghan Square  
Cardiff  
CF10 5BT

Tel 0845 498 7223  
Fax 0845498 7333  
Int +44 29 2047 1147  
DX 33016 Cardiff

www.eversheds.com

**Solicitors for the Claimant**

Minute of order settled by Jamie Sutherland, Counsel for the Claimant  
Falcon Chambers, Falcon Court, London, EC4Y 1AA  
Tel 0207 353 2484  
Email [sutherland@falcon-chambers.com](mailto:sutherland@falcon-chambers.com)



**FILE COPY**

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

Company number: 8604765

Charge code. 0860 4765 0088

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2013 and created by ANNINGTON RENTALS (NO 8) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2015

Given at Companies House, Cardiff on 8th April 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Land Registry  
Transfer of part of registered title(s)

TP1

1	Title number(s) out of which the property is transferred Leasehold CB198496 and Freehold CB379985 and CB380963
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any
3	Property 71 Cody Road, Waterbeach together with the off plot parking spaces shown on Plan 2 and numbered P71CR But excepting from this Transfer all water mains and sewers within the property transferred which serve more than one Unit (but not the service pipes and drains connecting the Property thereto) The property is identified <input checked="" type="checkbox"/> on the attached plan and shown edged red on Plan 2 <input type="checkbox"/> on the title plan(s) of the above titles and shown
4	Date 19th August 2013
5	Transferor Annington Property Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 03232852 <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
6	Transferee for entry in the register ANNINGTON RENTALS (NO 8) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 08604765 <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix

FOR THE TRANSFEROR  
BY [Signature]  
SOLICITOR

VERIFIEDS LLP  
DATE 12/03/15

7	Transferee's intended address(es) for service for entry in the register 1 James Street, London, W1U 1DR
8	The transferor transfers the property to the transferee
9	Consideration  <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures) £168,000 00 (One Hundred and Sixty Eight Thousand Pounds)  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate
10	The transferor transfers with  <input checked="" type="checkbox"/> full title guarantee  <input type="checkbox"/> limited title guarantee  The covenant set out in section 2(1) (b) Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to include any obligation on the Transferor to pay the costs of complying with that covenant but instead shall extend to include an obligation on the part of the Transferee to pay those costs
11	Declaration of trust The transferee is more than one person and  <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants  <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust
12	Additional Provisions  <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">           1        <b>DEFINITIONS</b>                       <b>"Estate"</b>                       <b>"Adjacent Property"</b>                       <b>"Amenity Areas"</b> </div> <div style="width: 55%;"> <p>the land edged blue on Plan 1 together with such other land comprised in the Lease the freehold interest in which may be acquired by the Transferor and be designated by the Transferor as part of the Estate Provided that the extent of the Estate may from time to time be varied by the exclusion by the Transferor of any part or parts thereof</p> <p>any land owned by the Secretary of State for Defence adjoining or neighbouring the Estate defined as Adjacent Property in the MOD Transfer</p> <p>unadopted open space and planted/landscaped areas footpaths verges and hard standing now laid or to be laid within the Estate other than the Units the Estate Roads and Conduits Provided that the</p> </div> </div>

	extent of the Amenity Areas may from time to time be varied by the exclusion or the addition of any part or parts of the Estate by the Transferor
<b>"Base Rate"</b>	the base lending rate for the time being of Barclays Bank plc or such other London Clearing Bank nominated from time to time by the Management Company if the base lending rate is abolished such other rate as the Management Company shall from time to time reasonably determine
<b>"Amenities"</b>	the Amenity Areas the Conduits and the Estate Roads together
<b>"A" "Shareholder"</b>	the holder of the A Share in the Management Company for the time being
<b>"Conduits"</b>	all pipes downpipes sewers drains soakaways channels gullies gutters watercourses conduits ducts flues wires cables and other service conducting media plant equipment or apparatus for the supply or transmission of water sewerage electricity gas telephone or other communications media now or hereafter constructed including such further matters as may be designated from time to time by the Management Company as "Conduits" which are not at the date hereof maintainable at the public expense or vested in any relevant utility undertaker within the Estate but which are available for use in connection with and serve more than one Unit
<b>"Contribution"</b>	the cost approved by the "A" Shareholder of carrying out the Utilities Works up to but not exceeding the Maximum Contribution
<b>"Deed of Grant"</b>	a deed of grant entered into or deemed to be entered into in respect of any Utilities Arrangement relating to the Estate
<b>"Estate Roads"</b>	all roads within and serving the Estate now or hereafter constructed and which are not maintainable at public expense
<b>"Losses"</b>	all liabilities incurred by the Transferor or Management Company all damage and loss suffered by the Transferor or Management Company all damages compensation and penalties awarded against the Transferor or Management Company all claims demands actions and proceedings made or brought against the Transferor or Management Company and all costs disbursements and expenses incurred by the Transferor or Management Company
<b>"Management Company"</b>	Waterbeach (Abbey Place) Residents Company Limited of Scotgate House, Whitley Way, Northfields Industrial Estate, Market Deeping, Lincolnshire, PE6 8AR



**"MoD Transfer"**

two transfer deeds of the Estate dated 7 May 2013 and 15 July 2013 made between the Secretary of State for Defence (1) and the Transferor (2)

**"Maximum Contribution"**

the sum of £666,075 00 such sum to be increased in accordance with increases in the Retail Prices Index (All Items) published by the Central Statistical Office excluding mortgages or its successor from time to time from the month immediately preceding the date of this transfer up to the month preceding payment of the Contribution

**"Plan 1 and 2"**

the plans annexed

**"the Lease"**

a Lease dated 5 November 1996 and made between the Secretary of State for Defence (1) and the Transferor (2) and registered at HM Land Registry with Title Number CB198496

**"Rentcharge"**

The Rentcharge reserved by the Transferor out of the Property to the Management Company comprising the Nominal Rentcharge and the Variable Rentcharge

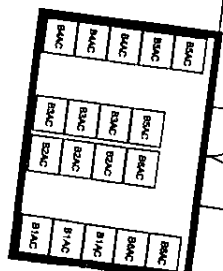
**"Supply"**

- (A) in relation to water, the provision of water for domestic purposes from a natural or man-made or pumped source located on the Adjacent Property (or, if it is pumped on or otherwise treated by plant located on the Adjacent Property, from a source located on other land other than on the Estate) and the transmission of it through conducting media owned and/or controlled by the Secretary of State (as the case may be) to the boundary of the Estate
- (B) in relation to electricity, the provision and/or distribution of electricity from any generator, transformer or distribution chamber, electricity sub-station or other like plant located on the Adjacent Property and the transmission of it through conducting media owned and/or controlled by the Secretary of State (as the case may be) to the boundary of the Estate, and
- (C) in relation to domestic sewage the flow thereof from the boundary of the Estate to or through the Adjacent Property, whether by gravitational or pumped force through conducting media owned and/or controlled by the Secretary of State for Defence, and (or, in the case of flow by pumped force, or) the treatment of it on the Adjacent Property by means of any septic tank, cesspit or other sewage or effluent reception or treatment plant and equipment owned

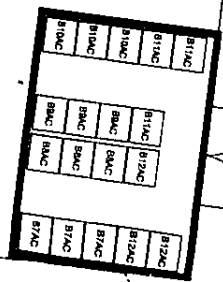


NOTES

INSERT A1 (SCALE 1:50) ALLOCATED BIN STORES TO BLOCK A



INSERT B1 (SCALE 1:50) ALLOCATED BIN STORES TO BLOCK B



REV	AMENDMENT	BY	DATE
1	WATERBACH R17		
2	WATERBACH CODY ROAD R18		

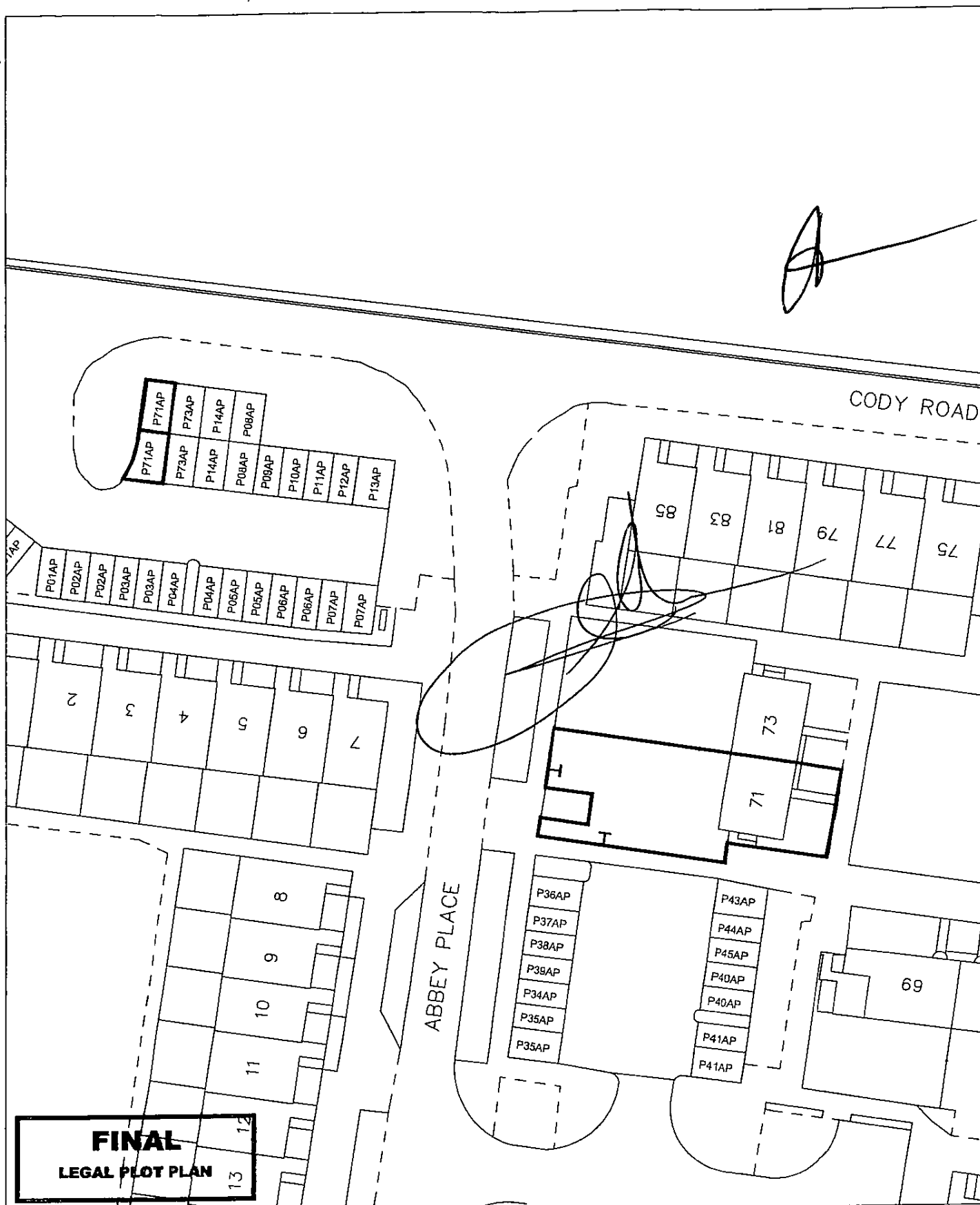
TITLE  
ESTATE PLAN

SCALE NTS  
DRAWN SHEET A1  
DRAWING NO. CANNON R17 ESTATES  
DRAWN BY POC DATE 22.8.13  
CHECKED BY DATE 7.7.17

ANNINGTON HOMES

1 Jones Street,  
London,  
W1U 1DR

Tel 020 7960 7500 Fax 020 7960 7501  
www.annington.co.uk



**FINAL  
LEGAL PLOT PLAN**

E	ISSUED FINAL	AB	01 08 13
D	ALTERED REAR GARDEN FENCES FOR T1 ABBEY PLACE TO ALLOW ELECTRIC SUB STATION. REMOVED RED LINE HOBBYSHOPS AND REMOVED EXISTING BRICK WALLS. AS PER SECTION ON 24.7.13 ADDED 2 x BIN STORES FOR ABBEY COURT PLATS	PC	23 07 13
A	REMOVED RED LINES TO SUIT SITE HART CANNED OUT BY LUR. REVISED PROPOSED POSSIBLE FUTURE INFLU TO INCLUDE NORTHERN FOOTPATH & EASTERN VEHICLE SPILL. ALTERED PARKING ALLOCATION TO ALLOW AB-BUS STOP. ALTERED FENCES FOR 1, 2 & 14 & 15 ABBEY COURT AND 36 & 37 ABBEY PLACE	PC	02 07 13
REV	AMENDMENT	BY	DATE
SCALE	1 500	DRWG SHEET	A4P
DRAWING No	CAM021_R17_71CR		
DRAWN BY	PDC	DATE	04 07 13

PROJECT

**WATERBEACH R17  
AND R18 CODY ROAD**

TITLE

**No 71  
CODY ROAD**



**ANNINGTON  
HOMES**



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London, W1U 1DR

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and/or controlled by the Secretary of State (as the case may be) and subsequent disposal,

Provided that

- (i) "Supply" in the case of conducting media or other plant and equipment owned and/or controlled by the Secretary of State on Adjacent Property does not extend to (a) the simple passage of water and electricity (or either or them) to the boundary of the Estate across any Adjacent Property from a source (whether or not located outside Adjacent Property) without any intermediate pumping generation, transformation or storage (other than such storage as may be implicit in the fact of containment within any ordinary conducting media) or other treatment by plant which is owned and controlled by the Secretary of State nor (b) the simple passage of domestic sewage from the boundary of the Estate across any Adjacent Property to a drain or sewer or other destination (whether or not located outside Adjacent Property) without any intermediate pumping, treatment or other storage (other than such storage as may be implicit as aforesaid) by plant which is owned and controlled by the Secretary of State

**"Nominal Rentcharge"**

a fixed perpetual yearly estate rentcharge of One Pound (£1 00) forever hereafter issuing and payable out of the Property

**"Variable Rentcharge"**

a perpetual yearly estate rentcharge forever hereafter issuing and payable out of the Property being the amount payable as Service Charge specified in accordance with 14 2

**"Title Matters"**

the agreements covenants restrictions stipulations and other matters contained or referred to in the register of Freehold Title Number CB379985 and CB380963

**"Underlease"**

an Underlease dated 5 November 1996 and made between Annington Property Limited (1) The Secretary of State for Defence (2)

**"Unit"**

means a freehold residential house or a leasehold residential flat now or at any time on the Estate and designated as such by the Transferor or the Management Company

<b>"Utilities Agreement"</b>	an agreement dated 5 November 1996 made between the Secretary of State for Defence (1) The Owner (2) Annington Homes Limited (3) Annington Development Limited (4)
<b>"Utilities Arrangement"</b>	anything pursuant to or in connection with (a) the Utilities Agreement (b) any Deed of Grant executed or deemed to be executed pursuant to the Utilities Agreement (c) any agreement relating to interim temporary or provisional supplies as referred to in the Utilities Agreement relating to the Estate
<b>"Utilities Completion Date"</b>	the date that the Utility Works are completed or a Deed of Grant is entered into
<b>"Utilities Works"</b>	any works required upon cessation of the Supply in respect of sewerage (over and above ongoing repair and maintenance) to ensure an independent supply of this utility to the boundary of the Estate

## 2 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

### 2 1 Conduits

The right (subject to 3 7) to use for all proper purposes connected with the Property

2 1 1 any Conduits serving the Property jointly or in common with the Transferor and the Management Company and any other persons who are now or may hereafter be entitled to connect with or use the same or any of them, and

2 1 2 any conduits exclusively serving the Property ("Exclusive Conduits")

### 2 2 Overhang and Foundations

Rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) passage of light air and water and (where necessary) the discharge of rainwater from the roofs eaves spouts gutters and pipes of the Property and all liberties privileges and advantages now used or enjoyed or to be used or enjoyed over or under the remainder of the Estate by the Property or by any buildings now erected or to be erected thereon (whether as easements or quasi-easements or otherwise)

### 2 3 Rights of Way

2 3 1 The right (subject to 3 5 and to the Estate Regulations) for all reasonable purposes connected with the use of the Property with or without motor and other vehicles to go pass and repass along the Estate Roads

### 2 4 Enter to Repair

The right at all reasonable times (save in case of emergency) to enter upon the remainder of the Estate so far as may be reasonably necessary for the purpose of repairing maintaining painting and rebuilding any buildings and the foundations thereof erected or to be erected on over or constructed under the Property and for the purpose of repairing replacing and renewing any Exclusive Conduits the person exercising such rights making good at his own expense and as soon as reasonably practicable any damage to the Estate occasioned by the exercise of such rights

2 5      Amenity Areas

The right (subject to 3 6 and 9 15 and to the Estate Regulations) to use the Amenity Areas for reasonable purposes connected with the residential use of the Property

2 6      MoD Transfer

In so far as the Estate benefits therefrom the rights granted for the benefit of the Estate pursuant to the MoD Transfer so far as required for the benefit of the Property

2 7      Right of Support

The right of subjacent and lateral support and protection from the Estate, including any party walls or structures, for the purpose of supporting upholding and maintaining the buildings on the Property

3          RIGHTS RESERVED FROM THE PROPERTY

For the benefit of each and every part of the land comprised in the Lease and all estates reversionary to the Lease ("the Benefited Land") there are excepted and reserved out of the Property the rights set out in 3 1 to 3.9 Provided that such rights shall not be exercisable in respect of any part of the Benefited Land which remains subject to the Underlease

3 1      Light and Air

Any right of light or air now subsisting or which might (but for this exception) be acquired over the remainder of the Benefited Land to the intent that the Transferor or the Management Company may build on or rebuild the remainder of the Benefited Land in such manner as the Transferor or the Management Company may think fit notwithstanding any interference with the access of light or air to the Property thereby occasioned and so that the Transferee shall be deemed to enjoy such access of light and air in the meantime by the consent of the Transferor hereby given and not as of right

3 2      Overhang and Foundations

Rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) passage of light air and water and (where necessary) the discharge of rainwater from the roofs eaves spouts gutters and pipes of the remainder of the Benefited Land and all liberties privileges and advantages now used or enjoyed or to be used or enjoyed over or under the Property by the remainder of the Benefited Land or by any buildings now erected or to be erected thereon (whether as easements or quasi-easements or otherwise and whether or not continuous apparent reasonable or necessary)

3 3      Conduits

3 3 1      The right in common with the Transferee and (in relation to such of the Conduits as may be adopted by or otherwise become vested in any utility undertaker) the relevant undertaker or any other proper authority and all other persons entitled thereto -

3 3 1 1    to connect to and use the Conduits now laid or which may at any time be laid in over or under the Property which said right shall extend to the installation and use of new Conduits, and

3 3 1 2    to enter upon the Property at all reasonable times (save in case of emergency) for the purpose of laying making connections with repairing maintaining replacing upgrading

inspecting cleansing or re-routing the Conduits or Exclusive Conduits and erecting replacing maintaining and repairing street lighting or street name plates on the Property or any buildings thereon and planting any trees hedges or shrubs or carrying out any landscaping required

- 3 3 1 3 to seek and secure at the Transferor's discretion the adoption by or other vesting in the relevant utility undertaker of any of the Conduits

- 3 3 2 The statutory rights for user access maintenance repair renewal replacement connection with and other purposes of the relevant utility undertaker in relation to those Conduits which have been adopted by or otherwise become vested in it

- 3 4 Enter to Repair

The right to enter upon the Property at all reasonable times for the purposes of erecting repairing maintaining painting and rebuilding any buildings retaining walls and the foundations thereof erected on or constructed under or to be erected on or constructed under the remainder of the Benefited Land including the like right for such purposes to erect maintain use and dismantle scaffolding upon the Property the person exercising such right making good any damage to the Property occasioned by the exercise of such right

- 3 5 Alteration of Estate Roads

The right for the Transferor to stop up alter or re-route the direction of any Estate Road in such a way as it thinks fit in which event such Estate Road may in the absolute discretion of the Transferor be redesignated as Amenity Areas or Units on condition that alternative access be provided to the Property before the stopping up of any Estate Road

- 3 6 Alteration of the Amenity Areas

The right for the Transferor to vary the extent of the Amenity Areas by the exclusion or addition of any part or parts of the Estate

- 3 7 Alteration of the Conduits

The right for the Transferor to stop up, alter, lay, replace, upgrade or re-route any of the Conduits and/or Exclusive Conduits in such a way as it thinks fit on condition that where a Conduit and/or Exclusive Conduit is stopped up then a suitable alternative is provided

- 3 8 MoD Transfer

Insofar as the Estate is subject thereto the rights excepted and reserved and the matters benefiting the Adjacent Property pursuant to the MoD Transfer so far as required for the benefit of the Adjacent Property and to which the Property is subject

- 3 9 Right of Support

The right of subjacent and lateral support and protection from the Property, including any party walls or structures, for the purpose of supporting upholding and maintaining the Benefited Land and any buildings on it

- 4 RESTRICTIVE COVENANTS BY THE TRANSFeree

The Transferee covenants with the Transferor and the Management Company and in relation to 4 10 below also with any relevant utility undertaker for the benefit and protection of each and every part of the remainder of the Estate and so as to bind the Property into whosoever hands the same may come that the Transferee will at all times hereafter observe and perform the following covenants and restrictions -

4 1 Enclosure/New Building

Not without the written consent of the Management Company to erect any fence or wall or modify any existing fence or wall nor to construct any additional buildings or permanent temporary or other erections or make any external alteration or addition to the Property or the garage (if any) erected thereon

4 2 External Appearances

Not to change or alter the external appearance of the Property or garage (if any) or any fences without the consent of the Management Company

4 3 User

Not without the previous written approval of the Management Company to use the Property for any purpose other than as a single private dwellinghouse with associated garage/car parking or place on any part of the Property any showboard or placard

4 4 Nuisance

Not to do any act or thing in or about the Property which is illegal or which shall or may be or grow to the annoyance nuisance damage inconvenience or disturbance of the Management Company the Transferor or the owner or occupier of any part of the remainder of the Estate

4 5 Notices

Not without the previous written consent of the Management Company to erect or display any notice offering the Property for sale or letting

4 6 Demolition

Not at any time hereafter to permit or authorise the demolition of the dwellinghouse or garage (if any) erected on the Property so as to leave the party walls dividing any buildings erected on the Property from any buildings erected on the remainder of the Estate exposed as exterior walls without complying with 5 2 6

4 7 Parking Restrictions

Not to leave or park or permit to be left or parked (in whole or in part) any untaxed vehicle commercial vehicle caravan or trailer or like moveable structure at any time on any part of the Property or Estate, and not to park any vehicle on the Property or the Estate other than in the allocated car parking space or garage (if any) or on the Estate Roads

4 8 Aerials

Not to erect or place radio-ham aerials on the roof or exterior of the Property or garage

4 9 Street Lighting

Not to interfere in any way with the street lighting (if any) located on the Property or on the Estate

4 10 New Building

Not to erect or cause to be erected any building or structure over any sewer or water main excepted from this transfer or on or over land within three metres measured



horizontally from the centreline of any such sewer or water main and not to obstruct access thereto on foot and with any necessary vehicles plant or equipment but this sub-clause shall not prohibit the retention of plot boundary walls or fences roads and footpaths drives or paths existing at the date hereof

4 11 Causing Harm

Not to

4 11 1 discharge into any Conduits anything which is corrosive or harmful or which obstructs them, nor

4 11 2 allow any waste hazardous or deleterious materials (including those which alone or in combination with others may cause harm to human health or to the environment) to be deposited on or to escape from the Property

5 RESERVATION OF RENTCHARGE AND COVENANTS BY THE TRANSFEREE WITH THE TRANSFEROR AND THE MANAGEMENT COMPANY

5 1 The Transferor reserves out of the Property to the Management Company in fee simple the Rentcharge to be forever charged upon and issuing out of the Property

5 2 The Transferee so as to bind the Property into whosoever hands it may come covenants with the Transferor and the Management Company for the benefit and protection of the Rentcharge and of each and every part of the remainder of the Estate but not so as to impose any liability on the Transferee at any time when it has parted with all interest in the Property to observe and perform the following covenants and to keep the Management Company and the Transferor fully and effectively indemnified in respect of any breach or non observance

5 2 1 Boundary Walls/Fences

To keep in good repair the walls/fences/hedges on the sides of the Property marked "T" on Plan 2 within the boundary of the Property

5 2 2 Conduits Costs Transfer and Service Charge

To bear and pay such proportionate part as may be determined by the Transferor or the Management Company (as the case may be) of the cost in accordance with 14 of -

5 2 2 1 repairing maintaining replacing upgrading inspecting re-routing and cleansing the Conduits used by the Transferee in common with the Transferor and any other persons who are now or may hereafter be entitled to connect with or use the same or any of them

5 2 2 2 compliance by the Transferor or the Management Company (as the case may be) with the MoD Transfer

5 2 2 3 provisions of the Services (as defined in 14)

5 2 3 to pay and indemnify the Transferor and the Management Company in respect of all costs incurred in enforcing any of the Transferee's covenants contained in this transfer

5 2 4 Late Payment of Costs

If any sum due to be paid by the Transferee to the Management Company under the terms of this Transfer shall remain unpaid for twenty one days after becoming payable (whether formally demanded or not) the Transferee shall pay to the Management Company interest upon such sum as shall remain unpaid at the rate of four per cent (4%) per annum above the Base Rate calculated on a day to day basis from the date of the

same becoming due to the date of payment or any other right or action of the Management Company in respect of non-payment of such sums

5 2 5 Gardens

To keep the front and rear gardens of the Property in a neat and tidy condition

5 2 6 Party Walls

To forthwith support point and render weatherproof to a reasonable standard the party walls referred to in 4 6 if at any time the said party walls shall become exposed as exterior walls

5 2 7 Estate Regulations

To comply with the Estate Regulations (if any) issued by the Management Company as it considers appropriate from time to time in the interests of good estate management and of the occupiers from time to time of the Estate

5 2 8 Statutes

Not to commit any breach of any statute affecting the Estate

5 2 9 Restrictive Covenants

to observe and perform the Restrictive Covenants as set out in 4 and to keep the Management Company and the Transferor fully and effectively indemnified in respect of any breach or non-observance of them

5 2 10 Rent Charge

to pay without any deduction or set off

5 2 10 1 the Nominal Rentcharge in advance on the 31<sup>st</sup> March in every year and

5 2 10 2 the Variable Rentcharge in accordance with 14 2

6 MANAGEMENT COMPANY REMEDIES

6 1 The remedies for recovering and compelling payment of rentcharges conferred by Section 121 of the Law of Property Act 1925 apply (subject to sub-clause 6 3) to each of

6 1 1 the Nominal Rentcharge

6 1 2 the Variable Rentcharge and

6 1 3 the performance by the Transferee of the covenants in the 4 and 5

6 2 In addition to the remedies mentioned in sub-clause 6 1 if there is any breach of the covenants set out in the 4 and 5 or if there are any arrears of the Nominal Rentcharge or the Variable Rentcharge then (subject to sub-clause 6 3)

6 2 1 The Management Company may re-enter

(i) the Property

(ii) any part of the Property or

(iii) any part of the Property in the name of the whole

and hold the land re-entered in fee simple free from incumbrances; or

6 2 2 The Management Company may enter

- (i) the Property or
- (ii) any part of the Property

and do anything to remedy the breach and may remain in possession of the Property until all Losses arising from the exercise of this power and all arrears of either or both of the Rentcharges have been fully discharged

6 3 If there is any charge over the Property that is registered or in the course of registration at HM Land Registry then the Management Company may only exercise the rights of re-entry if

6 3 1 it has served on the proprietor of that charge any notice required to be served on the proprietor of the Property, and

6 3 2 has allowed the proprietor of that charge a reasonable time of not less than one month to remedy any breach that is capable of remedy

## 7 HM LAND REGISTRY

7 1 The Transferee will do everything necessary to procure first registration at HM Land Registry of the Rentcharge created by this transfer with title absolute and with the Management Company as the registered proprietor and to procure entry of a note of this Rentcharge on the charges register of the Property

7 2 The obligations in 7 includes (without limitation) a requirement to

7 2 1 procure the proper and prompt stamping of this Transfer, and

7 2 2 application to HM Land Registry for first registration of this Rentcharge, and

7 2 3 payment to HM Land Registry of all proper fees for the first registration of the Rentcharge and its notification on the charges register of the Property, and

7 2 4 request HM Land Registry to issue any land or charge certificate created for the Rentcharge to the Management Company or otherwise as directed by the Transferor

## 8 COVENANTS BY THE TRANSFEE WITH THE TRANSFEROR

8 1 Indemnity Covenant

The Transferee covenants with the Transferor that the Transferee will comply with the Title Matters so far as they are enforceable and affect the Property and will indemnify the Transferor against all Losses arising from the breach of any of them

## 9 DECLARATIONS

9 1 The singular includes the plural and vice versa

9 2 Words of one gender include any other gender

9 3 References to clauses and sub-clauses are references to the clauses and sub-clauses contained in the respective part of this Panel 13 so numbered

- 9 4 If the Transferee is more than one person all covenants agreements and obligations on the Transferee's part shall be construed as joint and several
- 9 5 References to the Transferor the Management Company and the Transferee in this transfer shall where the context so admits include their respective successors in title and assigns except that "Transferor" does not include the Transferee and successors in title to the Units
- 9 6 References in this transfer to a particular statute or part of it ("statutory reference") are to that statutory reference as it may have been extended modified amended or re-enacted at the date upon which its construction is relevant for the purposes of this transfer and not as originally enacted or as at the date of this transfer
- 9 7 References generally to statute include derivative legislation and any regulation or other legislation of the European Union that is directly applicable in England and Wales and include existing statutes and those that come into effect in the future
- 9 8 Any obligation on the part of the Transferee to pay anything to the Management Company includes an obligation to pay Value Added Tax where chargeable and any reference to Value Added Tax includes any tax of a similar nature which may be substituted or levied in addition to it
- 9 9 The headings above the sub-clauses of this transfer are for reference only and shall not affect its construction
- 9 10 Any obligation on the Transferee not to do anything shall be deemed to include an obligation not to permit or suffer anything to be done where it is reasonably within the Transferee's control to prevent the same to be done
- 9 11 If the Transferor shall pay any sum to the Local or Highway Authority by way of deposit against the cost of street works pursuant to Section 219 of the Highways Act 1980 and such sum or any part thereof is repaid or is due to be repaid pursuant to Section 221 of the said Act it is hereby agreed and declared that such sum shall belong to the Transferor and the Transferee shall (if in receipt of such sum) forthwith repay or (if appropriate) direct the said Authority to repay such sum to the Transferor
- 9 12 The walls or structures (if any) dividing the buildings erected on the land hereby transferred from the buildings erected on the remainder of the Estate shall be deemed to be party walls or structures and the rights and liabilities in respect thereof shall be in accordance with the Party Walls Etc Act 1996
- 9 13 Neither the Management Company nor the Transferor (except where personal injury arises) shall be liable for any damage suffered by the Transferee or any servant agent or workmen of the Transferee or any member of the Transferee's family or any guest of his through the neglect fault or misconduct of the Transferor or the Management Company save to the extent the same is attributable to any employee of the Transferor or the Management Company which is covered by insurance in connection with its respective obligations herein contained
- 9 14 Nothing herein contained shall prevent the Transferor or its successors in title from transferring selling leasing holding developing or altering free from any restriction or stipulation any part of the Estate (excluding the Property) or from waiving compliance with or varying or releasing any restriction or stipulation now or hereafter affecting any part of the Estate or neighbouring land now or formerly belonging to the Transferor
- 9 15 Rights and easements granted to the Transferee are granted also to those authorised by the Transferee but in common with the Transferor the Management Company and all others having the like or similar right

- 9 16 Rights and easements excepted and reserved from the Property are excepted and reserved to the Transferor and also in favour of the Management Company and all persons authorised by it or them and where appropriate the Local or other Statutory Undertakers providers of utilities (including gas electricity and telecommunications) and all other persons having the like or similar right
- 9 17 The Transferee declares that it is entitled to the freehold estate transferred and to the leasehold interest in the same right and that the Lease insofar as it relates to the Property is now determined on merger
- 9 18 The Transferor and the Transferee do not intend that the terms of this transfer will be enforceable by virtue of The Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- 9 19 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easement and other rights set out a paragraph 2 to be noted on the title number of the Property
- 9 20 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in paragraph 3 to be noted on the title number(s) of the Transferors retained land

#### 10 RESTRICTIONS ON THE REGISTER

The parties hereby apply to the Chief Land Registrar for the entry on the Proprietorship Register of the following restrictions -

- 10 1 No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Waterbeach (Abbey Place) Residents Company Limited (Company No 08582213) of Scotgate House, Whitley Way, Northfields Industrial Estate, Market Deeping, Lincolnshire, PE6 8AR or their conveyancer that the provisions of clause 11 1 of the transfer dated *19th August* 2013 have been complied with"

#### 11 COVENANTS TO BE GIVEN ON DISPOSITION

- 11 1 The Transferee covenants with the Transferor and the Management Company that on every disposition of the Property and on every other devolution of the freehold legal estate in the Property (except financial charges) the disponent will -

11 1 1 deliver a deed of covenant in the form set out in 11 2 of this Transfer, and

11 1 2 take a transfer of the Transferee's share in the Management Company

11 2 This Deed of Covenant is made the [ ] day of [ ]

BETWEEN

(1) [ ] of [ ]  
("the New property owner") and

(2) [ ] Management Company Limited of  
[ ] ("the Management Company")

WHEREAS -

(A) This Deed is supplemental to a transfer made between (1) Annington Property

Limited (2) [Original Transferee] and (3) the Management Company dated [ ] ("the Original Transfer") of the property known as Unit No [ ] [Site [ ]] now registered at HM Land Registry with Title Number [ ] ("the Property")

(B) The New Property Owner has on the date hereof acquired the Property

NOW THIS DEED WITNESSES

- 1 The New Property Owner hereby covenants with the Management Company that he will with effect from the date hereof observe and perform all the covenants restrictions and obligations on the part of the transferee contained in the Original Transfer to the same extent (mutatis mutandis) as if he was a party to the Original Transfer
- 2 The New Property Owner covenants with the Management Company that on every disposition of the Property and on every other devolution of the freehold legal estate in the Property (except financial charges) the donee will -
  - 2 1 deliver a deed of covenant in the form of this deed (mutatis mutandis), and
  - 2 2 take a transfer of the New Property Owner's share in the Management Company
- 11 3 The Management Company covenants to give the certificate referred to in 10 1 promptly following receipt of -
  - 11 3 1 the duly executed and delivered deed of covenant referred to in 11 1 1
  - 11 3 2 the duly stamped share transfer referred to in 11 1 2 above together with a proper application to register that transfer, and
  - 11 3 3 any sums due to the Management Company in respect of the Property including any proper administration and other charges in respect of this certificate
- 12 TRANSFEROR'S COVENANT
  - 12 1 The Transferor covenants with the Management Company to pay the Service Charge properly and fairly attributable to those units which are unsold but are intended to be transferred to purchasers on a similar basis as the Property is hereby transferred until such units are sold
  - 12 2 The Transferor covenants with the Transferee and separately with the Management Company
    - 12 2 1 to pay to the Management Company the Contribution against production of certificates signed pursuant to the relevant contract for the carrying out of the Utilities Works
    - 12 2 2 once the Utilities Completion Date has occurred to procure so far as it can that the freehold of the Estate is transferred to the Management Company subject to and with the benefit of all matters then affecting the freehold
- 13 MANAGEMENT COMPANY COVENANTS WITH THE TRANSFEEE
  - 13 1 The Management Company so as to bind the Rentcharge into whomsoever hands it may come covenants with the Transferee (subject to 13 2 below) to provide the Services (as defined in 14 1 4) but not so as to impose any liability on the Management Company at any time when it has parted with all interest in the Rentcharge

- 13 2 Subject to the due performance by the Transferee of his obligation to pay the Variable Rentcharge in the manner herein provided, the Management Company will comply with any Utilities Arrangement, carry out the Utilities Works and provide the Services but the Management Company will have no liability to the Transferee for any failure to comply with this sub-clause
- 13 2 1 during any period when the Transferee is in arrears with payment of any monies due from the Transferee to the Management Company
- 13 2 2 in relation to the interruption of a Service for reasons of inspection maintenance repair or other works (in which event the Management Company will restore the Service as soon as reasonably practicable)
- 13 2 3 in relation to failure to provide a Service due to damage breakdown inclement weather shortage of fuel or water or any other cause beyond the Management Company's reasonable control (although the Management Company will then take reasonable steps to restore that Service or (where practicable) provide an alternative Service as soon as reasonably practicable)
- 13 2 4 in relation to withdrawal of a Service (but not in respect of any Utilities Arrangement) if the Management Company reasonably considers it no longer appropriate and
- 13 2 5 to the extent that the Management Company has insufficient funds
- 13 2 6 If so required by the Transferee to enforce the covenants and conditions in favour of the Management Company entered into by the transferees of other Units on the Estate and which are given in the same or similar form to the covenants and conditions contained herein on the part of the Transferee so far as the same affect the Transferee and subject to the Transferee indemnifying the Management Company against all costs and expenses in respect of such enforcement and (if required by the Management Company) giving reasonable security for such costs and expenses

#### 14 SERVICE CHARGE

##### 14 1 Definitions

In the remainder of this transfer the following expressions have the following meanings -

##### 14 1 1 "Advance Payment"

Payment on account of the Service Charge

##### 14 1 2 "Certificate"

A statement certified by the Management Company's surveyor or accountant (and in the absence of manifest error to be accepted by the Transferee as conclusive) showing the Service Costs and the Service Charge for the relevant Service Charge Period, details of all Advance Payments received in respect of the relevant Service Charge Period and any balance of Service Charge due from the Transferee or refund due to the Transferee

##### 14 1 3 "Certificate Date"

31<sup>st</sup> March in every year or any other date from time to time chosen by the Management Company

##### 14 1 4 "Services"

Repairing maintaining cleaning decorating or otherwise treating the Amenities and

Accessways in a manner which the Management Company reasonable considers appropriate and to providing such of the services listed hereafter as the Management Company in its absolute discretion decides is appropriate for the management or maintenance of the Amenities and Accessways\_

- (i) rebuilding replacing and re-locating the Amenities
- (ii) providing operating inspecting laying installing making connections with repairing, replacing, upgrading maintaining in proper working order and re-routing the Conduits and any street lighting on the Estate (provided that the Management Company obligation herein in relation to Conduits does not extend to down pipes, drains, soakaways (save for soakaways serving the Estate Roads), channels, gullies, gutters, watercourses, conduit ducts, flues, wire cables or other service conducting media or apparatus for the supply of telephone or other communications media whether or not such is available for use in connection with and serve more than one unit)
- (iii) providing maintaining and renewing any machinery equipment materials or supplies which are from time to time required in order to provide the Services
- (iv) running any plant serving the Estate and providing all other services to the Estate
- (v) paying any accounts addressed to the Management Company or the Transferor for the supply of water electricity and sewerage to the Estate
- (vi) restoring cleaning decorating lighting and keeping free from obstruction the Amenities and keeping the Amenities in clean and tidy condition
- (vii) providing maintaining and (when reasonably necessary) renewing all directional and other notices posters boards or signs in the Amenities
- (viii) operating on such basis as the Management Company may reasonably determine any car parking areas and of repairing maintaining rebuilding and cleaning the same and keeping them clear of all rubbish and obstructions
- (ix) upkeep of any landscaping
- (x) taking all steps deemed expedient by the Management Company in order to comply with or contest the requirements or proposals of the local or any other competent authority in respect of the Amenities or in respect of the Estate as a whole
- (xi) paying all rates taxes charges assessments and outgoings in respect of the Amenities or in respect of the Estate as a whole
- (xii) insuring against any liability (including third party liability of the Transferor and/or the Management Company) in connection with the Amenities and or the Estate and insuring against employer's liability to anyone employed to provide any of these services
- (xiii) paying VAT on any of the Services
- (xiv) taking out maintenance and other contracts for the provision of the Services if the Management Company thinks this appropriate
- (xv) employing or arranging for the employment of staff (and the termination of that employment) in connection with the maintenance management or security of the Estate or the provision of the Services including all incidental expenditure such



as (without limitation) that relating to insurance pension and welfare contributions the provision of clothing tools and equipment the provision of residential and other accommodation and a notional rent for that accommodation reasonably determined by the Management Company

- (xvi) obtaining any professional advice which may from time to time be deemed appropriate by the Management Company in relation to the management of the Estate and the provision of Services
- (xvii) retaining managing agents if deemed appropriate by the Management Company for the following matters namely the management of the Estate the provision of Services and the collection of Service Charge and Advance Payment due from transferees of other Units (or where any of those tasks is carried out by the Management Company a reasonable charge for the Management Company for that task)
- (xviii) preparing and auditing Service Charge accounts (whether carried out by the Management Company or by the Management Company's surveyors or accountants)
- (xix) making provision for emergency or anticipated future expenditure in relation to the Services which may in the Management Company's reasonable opinion be appropriate
- (xx) doing anything to any facility or structure benefiting the Estate from time to time and not comprised exclusively within the Estate including (without limitation) all matters in connection with the MOD Transfer and matters arising therefrom or any Utilities Arrangement (save only for the Utilities Works)
- (xxi) carrying out any other works or providing services or facilities of any kind whatsoever (but not the Utilities Works) which the Management Company may from time to time reasonably consider desirable for the purpose of maintaining or modernising the services or facilities in or for the Estate and which are for the general benefit of all or substantially all of the Units

#### 14 1 5 "Service Charge Period"

The period from and excluding one Certificate Date up to and including the next Certificate Date

#### 14 1 6 "Service Costs"

The total cost of providing the Services

#### 14 1 7 "Service Charge"

A fair proportion of the Service Costs as are conclusively decided from time to time by the Management Company's surveyor or accountant

#### 14 2 Transferee's Payments of Service Charge

14 2 1 The Management Company will submit to the Transferee a statement of the Advance Payment for each Service Charge Period which will be estimated by the Management Company having regard to anticipated Service Costs for that Service Charge Period

14 2 2 If the estimated Advance Payment for any Service Charge Period is not received by the Transferee by the date due for payment then until it has been received the Advance Payment will be paid at a rate equal to the Advance Payment for the immediately preceding Service Charge Period

14 2 3 The Transferee will pay the Advance Payment to the Management Company

(a) annually in advance on the 31<sup>st</sup> March in each year

(b) if requested by the Management Company by monthly payments by way of Banker's Standing Order or Direct Debit or by such other method as the Management Company may reasonably require

14 2 4 Where there are insufficient funds available to the Management company to cover any item or items of expenditure for Services the Management Company may at any time during the Service Charge Period issue to the Transferee a demand or demands for payment in addition to any Advance Payment and the Transferee shall pay such demand or demands within 14 days of receipt

14 2 5 As soon as practicable after a Certificate Date the Management Company will submit to the Transferee a Certificate for the Service Charge Period ending on that Certificate Date and

(a) if the Certificate shows that a balance of Service Charge is due from the Transferee the Transferee will pay that balance to the Management Company within 14 days after receipt of the Certificate

(b) if the Certificate shows a positive balance that amount shall either be carried forward to a reserve fund or credited against subsequent Advance Payments at the absolute discretion of the Management Company

### 13 Execution

SIGNED as a DEED by *Jared Morgan*  
acting as attorney for and on behalf of  
ANNINGTON PROPERTY LIMITED  
in the presence of -

Witness . *Morgan*

Name EVERSTEDS

Address 1 CALLAGHAN SQUARE  
CARLTON  
CROFT

Occupation *Legal Assistant*

SIGNED as a DEED by WATERBEACH )  
(ABBEY PLACE) RESIDENTS COMPANY )  
LIMITED acting by )

Director  
Acting as Attorney for and on behalf of  
ANNINGTON NOMINEES LIMITED

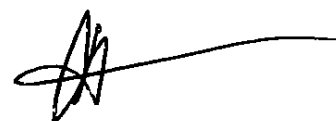
Secretary  
Acting as Attorney for and on behalf of  
PREIM LIMITED

SIGNED as a DEED by )  
acting as attorney for and on behalf of )  
ANNINGTON RENTALS (NO 8) LIMITED )  
in the presence of - )

Witness *A Thomas*

Name **EVERSHEDS** *Anna Thomas*  
**1 CALLAGHAN SQUARE**  
Address **CARDIFF**  
**CF10 5BT**

Occupation *Legal Assistant*



#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003

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