

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

(b) Registered number in England and Wales including any prefix:

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

8 The transferor transfers the property to the transferee

9 Consideration

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

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

Insert other receipt as appropriate:
[] (Company Registration No: [])
[whose registered office is at [] ("the **Developer**")
has received from the Transferee by direction of the Transferor for the Property the sum of £[]

10 The transferor transfers with

full title guarantee

limited title guarantee

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

10.1 Matters revealed in the Transferor's solicitors' written replies to preliminary enquiries or in correspondence from the Transferor's solicitors to the Transferee's solicitors

10.2 Matters revealed by searches and enquiries of statutory bodies statutory undertakers utility companies and any other competent authorities which the Transferee has made and/or which a prudent purchaser would have made relating to the Property

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

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

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Use this panel for:

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

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

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

12 Additional provisions

Definitions

12.1 In this Transfer the following terms shall have the following meanings:

the Common Services shall mean the sewers drains channels pipes watercourses gutters wires cables pillars turrets amplifiers poles soakaways and any other apparatus for the supply transmission or distribution to the Property or any part or parts of the Estate of water gas electricity or telephone radio or television signals or for the disposal from the Property or any part or parts of the Estate of water gas electricity or telephone radio or television signals or for the disposal from the Property or any part or parts of the Estate of soil foul water rainwater or surface water which are not to be adopted or maintained at the expense of any statutory or other authority.

Compliance Certificate means in relation to the Property a certificate addressed to the Transferor given by the Transferee's Inspector certifying that:

- the Dwelling has been erected so as to achieve Enabled Custom Build; and
- the Dwelling has been erected in accordance with the Planning Permission

Dispose means any freehold transfer or lease for a term of 125 years (or more) of the Property (or any part thereof)

Dwelling means any house, bungalow, flat, maisonette or other single unit of residential accommodation constructed on the Property together with any land forming its curtilage and any other appurtenant structures.

Enabled Custom Build means the commissioning of bespoke dwellings by or for individual occupiers for their own use and to their own specification.

the Estate shall mean the estate known as Walton Park Milton Keynes [shown for identification only edged green on the Plan]

[the Estate Roads shall mean the roadways and the ancillary footpaths (if any) shown cross-hatched black on the Plan]

[the Joint Access shall mean the area (if any) which is shown coloured yellow on the Plan and which forms or is intended to form the site of an access drive jointly serving the Property and adjoining or neighbouring dwellings on the Estate]

the Lease shall mean the Lease [inter alia] of the Estate dated the [] day of [] 20[] and made between the Transferor (1) the Developer (2) and [] (3)

the Perpetuity Period shall mean the period of eighty years from the date hereof

the Plan shall mean the plan annexed hereto

Planning Permission means the planning permission dated [] issued by [] under reference [] [or] the planning permission to be obtained by the Transferee so as to provide for the construction of one single Dwelling as an Enabled Custom Build¹

the Property shall include the whole or any part of the Property

Title Matters shall mean all matters referred to in (or referred to in documents contained or referred to in) the entries on the registers of the above-mentioned title number(s)

the Transferee where the context so admits shall include the successors in title of the Transferee the owners and occupiers for the time being of the Property or any part of it.

Transferee's Inspector means a suitably qualified professional or professionals appointed by the Transferee from time to time with the prior approval of the Transferor to monitor the construction of the Dwelling on the Property as an Enabled Custom Build in accordance with the terms and conditions of this Transfer.

Warranty shall mean the collateral warranty dated [] given by the Transferee's Inspector for the benefit of the Transferor in relation to the Compliance Certificate.

12.2 Agreements and Declarations

12.2.1 The singular shall include the plural and vice versa

12.2.2 References to persons shall include bodies corporate and vice versa

12.2.3 Where more than one person constitutes the Transferee then all covenants and obligations contained or referred to in this Transfer and on the part of the Transferee to be observed or performed are joint and several covenants and obligations on the part of the persons constituting the Transferee

12.3 Pursuant to the powers contained in the Housing and Regeneration Act 2008 and all other enabling powers the Property is transferred SUBJECT TO and with the benefit of the restrictive covenants referred to below in accordance with the building scheme affecting or intended to affect the Estate as constituted by this Transfer and transfers of other parts of the Estate TOGETHER WITH (so far as the Transferor has power to grant the same) for the benefit of the Transferee and all persons authorised by it the rights easements and privileges set out in the First Schedule in common with all others entitled to the like rights SUBJECT TO the Lease and to all Title Matters and all rights easements quasi-easements privileges and other matters affecting the Property (or any part thereof) BUT EXCEPTING AND RESERVING to the Transferor its successors in title and its or their respective servants agents and all others authorised by it or them for the benefit of the remainder of the Estate and the rights easements and

¹ This definition may need amending further depending on the planning permission obtained or to be obtained by the Transferee

privileges set out in the Second Schedule hereto

12.4

12.4.1 The Transferee so as to bind the Property but not so as to render him personally liable after having parted with all interest in the Property covenants separately with each of the Transferor and every other person who is now the owner of any land forming part of the Estate (subject to the right of the Transferor to vary and release covenants set out below) for the benefit of the whole and every part of the Estate to observe and perform the covenants restrictions conditions and stipulations set out in the Third Schedule hereto

[12.4.2 The parties declare that all the restrictive covenants imposed on different transferees by this and other transfers of land in the Estate pursuant to the building scheme referred to above are intended to be mutually enforceable between such transferees and their respective successors in title regardless of the date or dates of the transfers to them]

[12.4.3 The Transferee hereby further covenants with the Transferor and all other persons claiming under it as transferees of any part of the Estate to pay and contribute with others using the same a fair proportion of the cost of maintenance repair and renewal of any common services Joint Access or shared parking space]

12.4.4 The Transferor hereby reserves the right to modify waive or release any covenants restrictions conditions or stipulations relating to any adjoining or neighbouring land forming part of the Estate whether imposed or entered into before or at the same time as or after those herein contained and whether they are the same as the covenants restrictions conditions and stipulations set out in the Third Schedule hereto or not

12.4.5 The Developer hereby covenants with the Transferee and his successors in title that the Developer will make up the Estate Roads and will indemnify the Transferee from and against all claims and demands for contributions to the cost of construction maintenance and repair of the same until such time as the same are adopted by the Local Highway Authority as maintainable at the public expense

12.4.6 In consideration of the payment of the consideration for the Property to the Developer the Developer transfers and surrenders to the Transferee the Property to the intent that the term of years granted by the Lease so far as it concerns the Property may merge and be extinguished in the reversion immediately expectant thereon.

12.4.7 The Transferor hereby releases the Property from the provisions for the payment of additional monies contained in the Lease and any vendor's lien created thereby

12.5 It is hereby agreed and declared that no person who is not a party to this Transfer shall be entitled in his own right to

enforce any term of this Transfer pursuant to the Contracts (Rights of Third Parties) Act 1999

- 12.6 It is hereby agreed and declared that no warranty or representation (express or implied) has been made by the Transferor in respect of the Property or any building or other structure upon it as to fitness for purpose, manner, nature or quality of construction or design or absence of any defect nor that any particular standard has been achieved in such design or construction.
- 12.7 The Transferee hereby covenants with the Transferor by way of indemnity only that the Transferee and the persons deriving title under it will at all times hereafter observe and perform the covenants stipulations and provisions contained or mentioned or referred to in the registers of title listed in panel 1 so far as the same are still subsisting and capable of taking effect and affect the Property hereby transferred and that the Transferee will at all times indemnify the Transferor against any future breach or non-observance or non-performance of the same so far as aforesaid
- 12.8 The Transferee further covenants with the Transferor that when the construction of the Dwelling has been practically completed it will notify the Transferor in writing and at the same time procure that the Transferee's Inspector supplies a Compliance Certificate for the Dwelling and provided that the Transferor has received the Compliance Certificate and (acting reasonably) is satisfied as to the matters which are required to be certified in it or any matters disclosed by the Compliance Certificate THEN the Transferor will (upon payment by the Transferee of the Transferor's reasonable legal fees) provide to the Transferee the appropriate Land Registry form so as to release the Restriction from the Proprietorship Register
- 12.9 The Transferee covenants:
- (i) to procure that a restriction in the following form is entered in the proprietorship register 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 before the entry of this restriction is to be registered without a certificate signed by Homes and Communities Agency, Central Business Exchange II, 406-412 Midsummer Boulevard, Central Milton Keynes MK9 2EA that the provisions of clause 12.9(ii) of this Transfer have been complied with (Form L); and
 - (ii) that if they wish to Dispose of their interest in the Property or any part of it they will procure that each and every disponent shall, at the same time as it takes such disposition:
 - 1. enter into covenants (in a form approved of by the Transferor acting reasonably) with the Transferor:
 - (aa) to observe and perform (whilst the Property or any part of it is vested in it or until a release is given in relation to clause 12.8 hereof) the covenants set out in clause 12.8 and paragraphs 3 and 4 of the Third Schedule so far as they relate to the property

being disposed of; and

(bb) in like form mutatis mutandis as this clause 12.9

and deliver those covenants to the Transferor; and

2. deliver a warranty in the form of the Warranty (or with such amendments as the Transferor may reasonably require) duly executed by the disponee's Transferee's Inspector and the disponee irrevocably and unconditionally for completion by the Transferor (following execution of the new warranty by the Transferor).

THE FIRST SCHEDULE (Rights Easements and Privileges)

1. **UNTIL** the same are adopted by the Local Highway Authority as highways maintainable at the public expense (if ever) a right of way for the Transferee at all times and for all reasonable purposes over and along the carriageways and (on foot only) over the footpaths forming part of:-
 - (a) the Estate Roads; and
 - (b) the Joint Access (if any)
2. **UNTIL** the same are adopted as maintainable at the public expense a right to the free passage of water and soil gas and electricity telephone radio or television signals through the common services now or within the Perpetuity Period running through in under or over or attached to any adjoining or neighbouring land now or formerly belonging to the Transferor with full power (upon reasonable prior notice being given) to enter upon any such land to inspect make lay clean reconstruct divert alter maintain or connect into such sewers drains pipes wires and cables the person or persons exercising such rights doing as little damage as possible and forthwith making good all damage done
3. **SUCH** rights of access to and entry upon the Estate as are necessary and proper for the decoration maintenance repair or reinstatement of any building erected on the Property and for the due observance and performance of the conditions obligations restrictions and stipulations contained in the Third Schedule hereto and for the exercise of the Transferee's rights contained in this First Schedule subject to the proviso that except in the case of emergency the Transferee shall give to the occupiers of the relevant part of the Estate 48 hours notice in writing before exercising such rights of access and entry and the Transferee shall cause as little damage and disturbance as possible to the Estate in the exercise of such rights of access and entry and forthwith shall make good all damage caused.
4. **THE** rights of subjacent and lateral support and shelter for any building erected on the Property by and from adjoining parts of the Estate and any buildings now constructed or in course of construction upon such adjoining parts
5. The right (if necessary) for the foundations and other projections of the buildings to be on the Property to extend beyond the boundaries of the Property and to overhang any adjoining or

neighbouring part or parts of the Estate together with full rights of eavesdrop and all necessary rights of support from any adjoining property

**THE SECOND SCHEDULE
(Exceptions and Reservations)**

1. **THE** right to free passage of water and soil gas and electrical current telephone radio or television signals through all common services running through in under or over or attached to the Property with full power (upon reasonable prior notice being given) to enter upon the Property to construct lay clean reconstruct divert or alter maintain or connect into such common services doing as little damage as possible and forthwith making good all damage done
2. **ANY** right to light or air or other easement right or privilege (except in so far as it is hereinbefore specifically granted) which would or might restrict or prejudicially affect the future rebuilding alteration or development of any adjoining or neighbouring land now or formerly belonging to the Transferor or any part or parts thereof
3. **[A** right of way at all times and for all purposes over and along the Joint Access (if any) constructed upon the Property]
4. **THE** right to construct and maintain enjoy and use over or under the Property foundations and other projections of buildings erected or in the course of erection on the adjoining and neighbouring land within the Estate which overhang and/ or protrude beneath the Property with full rights of eaves drop and support for such foundations and other projections from the Property
5. **THE** right for the owner of any adjoining or neighbouring land within the Estate to enter upon the Property as is reasonably necessary for the purpose of constructing repairing and maintaining any buildings erected on the said adjoining or neighbouring land the person or persons exercising such right causing as little damage and disturbance as possible and making good any damage done with reasonable dispatch
6. **ALL** rights of subjacent and lateral support and shelter for any buildings in course of construction or to be constructed upon the Estate from the Property or any building now erected on it.

**THE THIRD SCHEDULE
(Covenants, Restrictions, Conditions and Stipulations)**

1. **NOT** to erect or permit to be erected anything on the Property other than in accordance with the Planning Permission nor to carry on any trade business or manufacture upon any building erected on the Property nor to use any building for any purpose other than as a single private dwelling
2. **NOT** to erect more than one Dwelling on the Property or any part thereof

3. **FOREVER** hereafter to maintain along the boundaries of the Property marked with an inward "T" on the Plan a good and substantial fence hedge or wall of a type and height previously approved in writing by the Transferor

FOREVER hereafter to maintain as a soft landscaping area that part of the Property to be laid out as such pursuant to the Planning Permission and to keep such area in a neat and tidy condition and free from rubbish

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.

13 Execution

The **Common Seal of HOMES AND COMMUNITIES AGENCY** was hereunto affixed in the presence of:

Authorised Signatory

Executed as a Deed by [the Developer] acting by its secretary and a director or by two directors:

Director
Director/Secretary

Executed as a deed by the Transferee in the presence of

Director
Director/Secretary

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.