

ST. BENEDICTS - TOOTING

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

TRANSFER OF PART OF FREEHOLD LAND

County and District : London Borough of Wandsworth  
Title Number : SGL #####  
Property : Land adjoining Rectory Lane Tooting  
Dated 198

1. IN this Transfer (unless the context otherwise requires):-

"THE PURCHASER" shall mean

"the vendor" and "the Purchaser" shall include persons respectively deriving title under them Where there are two or more persons designated by "the Purchaser" all covenants expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally and such persons declare that the survivor of them [can] [cannot] give a valid receipt for capital money arising on a disposition of the Land

"THE COMPANY" shall mean St. Benedicts (Tooting) Management Company Limited whose registered office is situate at Page Street London NW7 2ER

"THE LAND" shall mean the land shown edged red on the attached plan (being part of the land comprised in the above Title Number) together with the buildings erected thereon known as Plot ### Postal Address

and such expression shall mean  
all and any part of the land hereby transferred as the context shall permit

"THE ESTATE" shall comprise all the land in respect of which the Vendor is or was registered at H.M. Land Registry under the above Title Number

"THE OTHER UNITS" shall mean the other freehold and leasehold premises erected or intended to be erected upon the Estate

"THE ESTATE FACILITIES" shall mean the landscaped areas pedestrian accessways and all other areas within the Estate Managed Areas designated on the plan annexed hereto together with all structures and erections placed or erected thereon

"THE ESTATE SERVICES" shall mean the services mentioned in the Second Schedule hereto

"THE ANNUAL MAINTENANCE PROVISION" shall have the meaning attributed to it in the Third Schedule hereto

"THE ESTATE PROPORTION" shall mean a sum equal to 0.###% of the Annual Maintenance Provision

"THE SERVICE CONTRIBUTION" shall have the meaning attributed to it in Paragraph Two of the Fourth Schedule hereto

"THE NOMINAL CONTRIBUTION" shall mean the sum of One pound (£1.00)

"THE ESTATE RENT CHARGES" shall mean the Service Contribution and the Nominal Contribution collectively

"THE COMMON AREAS" shall mean those vehicular and pedestrian ways and other areas designated on the said plan as are intended for use by occupiers of the Land in common with others other than the Estate Managed Areas

References to buildings dwellings or premises shall include references to buildings dwellings or premises now erected or in course of erection

~~IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds \_\_\_\_\_ pounds~~

2. IN consideration of \_\_\_\_\_ pounds paid by the Purchaser to LAING HOMES LIMITED whose registered office is situate at Page Street London NW7 2ER ("the Vendor") the receipt whereof is hereby acknowledged) the Vendor as Beneficial Owner HEREBY TRANSFERS to the Purchaser the Land TOGETHER WITH the right (in common with the Vendor the Company and all others entitled thereto and all persons to whom it or they may hereafter grant the like rights):-

- (1) (a) of way as necessary to give access to and from the nearest public highway over and along the roadways and (on foot only) the footpaths intended to become public footpaths on the Estate
- (b) to use for all reasonable purposes the drains and sewers and (so far as the Vendor can lawfully grant the same) the services and other conducting media in the Estate
- (c) of overhang of roofs gutters eaves and spouts and encroachments of foundations as may be appropriate over or under any adjoining land in the Estate for the benefit of the buildings on the Land
- (d) to enter upon any adjoining or neighbouring land in the Estate after reasonable notice for the purpose of inspecting maintaining and repairing the drains sewers or services serving the Land and of inspecting maintaining and repairing the buildings and other erections thereon so far as may be necessary causing as little damage and disturbance as possible and making good all damage to the reasonable satisfaction of the owner or occupier of the relevant land
- (e) to use the Common Areas for the purposes for which the same are respectively intended

(f) to use the Estate Facilities for the purposes for which the same are intended and as intended to serve the Land

PROVIDED THAT none of the said rights shall be exercised over any electricity sub-station site or gas governor

3. THERE are excepted and reserved out of this Transfer:-

(1) Unto the Vendor the Company and other the owners and occupiers for the time being of the remainder of the Estate and every part thereof and all others now or hereafter entitled thereto all rights

(a) of way drainage-watercourse passage of gas electricity and other services and rights now or usually enjoyed or by the scheme of construction intended so to be through or from the Land and (except as expressly granted) any rights of light air or otherwise over any other part of the Estate or adjoining or neighbouring land of the Vendor which would in any way restrict or hinder the Vendor from using or developing the same as it thinks fit and the right of the Vendor to deviate alter or (subject to adequate alternative provision) stop up any sewer drain road or path in the Estate

(b) in respect of the Land equivalent to and on the same terms as those granted by Clause 2(b) (c) and (d) and (for the properties intended to have the benefit thereof) Clause 2(e)

(c) (for the Vendor only or as authorised by it) at any time within the Specified Period to install connect to and/or use inspect maintain renew repair or alter any drains sewers services or other conducting media or apparatus as the Vendor shall consider necessary in on or under the Land or part thereof whereon for the time being there shall not be any buildings with power to enter on the Land for all of the said purposes and any rights of entry required by the Vendor to effect any works in connection with the fulfilment of any conditions or obligations relating to the development of the Estate the person' exercising such rights causing as little damage and disturbance as possible and forthwith making good all damage to the reasonable satisfaction of the Purchaser

(d) for the Company all rights of entry for the performance of the Company's obligations and functions

(2) All such rights as may be required by any drainage services or other authority in connection with any sewers drains services and other conducting media and apparatus and the right of the Vendor to grant to such authorities during the Specified Period all easements wayleaves licences rights and privileges needed in connection with the services usually provided or maintained by them

4. THERE is reserved also out of the Land to the Company in fee simple as perpetual yearly rent charges the Estate Rent Charges to be forever charged upon and issuing out of the Land and payable free from all deductions at the times and in the manner specified in the Fourth Schedule hereto

5. THE Purchaser hereby covenants with the Vendor so as to run with and bind the Land into whosoever hands the same may come:-

- (1) Not to use the Land other than as or incidental to a single private dwellinghouse and not to use any parking space otherwise than for the parking of a private motor car or cycle
- (2) No trees or shrubs now standing or afterwards planted by the Vendor on the Land shall within a period of Five years from the date hereof be cut down
- (3) Not at any time do or suffer anything on the Land which may be or grow to be a nuisance detriment or annoyance to the Vendor or the owners or occupiers of adjoining or neighbouring properties
- (4) Within Five years of the date hereof no building or addition to any building shall be erected on the Land nor any alteration made to the elevation or architectural design of any building except with the previous written consent of the Vendor
- (5) No caravans boats or houses on wheels of any kind shall be parked or stored upon the Land
- (6) Not to park motor vehicles caravans boats or houses on wheels of any type or otherwise obstruct any accessway footway or other means of \ access

PROVIDED ALWAYS that no building scheme shall be implied and the Vendor reserves the right to alter modify release or dispense with the said covenants or those in any other transfer from it and of otherwise dealing with or developing the Estate or any adjoining or neighbouring land in such manner as it shall in its uncontrolled discretion think fit

6. NEITHER the Vendor nor the Company shall be responsible for damage or injury arising in any way from the existence or growth upon any land now or formerly of the Vendor of any tree or trees which Laing Homes Limited is required to plant leave or allow to grow

7. THE Purchaser so as to bind the Land into whosoever hands the same may come and for the benefit and protection of the Estate {other than the Land} and each and every part thereof and also of the Estate Rent Charges and each of them HEREBY COVENANTS with the Vendor and as a separate covenant with the Company that the Purchaser will at all times observe and perform the obligations set out in the First Schedule hereto

8. THE Company HEREBY COVENANTS with the Purchaser

- (1) That the Company will at all times provide and maintain the Estate Services
- (2) That the Vendor will not dispose of any of the Other Units intended for disposal on a freehold basis save by a transfer in the form of the present transfer or as near thereto as circumstances may admit or require
- (3) To give the consent referred to in Clause 10(e) hereof upon receipt of a deed as required by Clause 10(d) hereof

9. PROVIDED ALWAYS and it is hereby agreed and declared between the parties that if the rent payable under the Estate Rent Charges (other than the Nominal Contribution) or any part thereof shall be unpaid for Twenty-one days after becoming due (whether formally demanded or not) or if any of the covenants on the part of the Purchaser contained in Clause 7 of this Transfer are not observed and performed then and in each such case it shall be lawful for the Company (but without prejudice to any other remedy right or power available to the Company and in addition to all powers and conditions conferred by Section 121 of the Law of Property Act 1925 and notwithstanding any actual or constructive waiver of any previous cause or right of re-entry or of any other right or claim on the part of the Company) to re-enter upon the Land or any part thereof in the name of the whole and thereupon

- (i) all the interest of the Purchaser of the freehold land for the time, being shall forthwith cease and determine and
- (ii) the fee simple of the Land shall thereafter be held possessed and enjoyed by the Company as if this Transfer had not been made but subject however to and with the benefit of and subject to the easements rights and privileges mentioned in the Clauses 2 and 3 hereof

10. IT IS HEREBY AGREED AND DECLARED that:-

- (a) The cost of repairing maintaining and cleansing and renewing the Common Areas and any drains sewers services and other conducting media serving the Land jointly with other properties other than such are comprised within the definition of the roads and sewers shall be paid in equal proportions by the owners for the time being of the properties served thereby
- (b) All boundary walls and fences shall belong to the plot on the side of which an inward 'T' mark is shown on the said plan and any retaining walls between the Land and any adjoining land in the Estate and any dividing walls where buildings are connected to adjoining buildings on the Estate shall be party walls and shall in each case be used repaired and maintained as such and in good order and condition
- (c) The Company shall be entitled to carry out any obligations of the Lessee and lessees of the Other Units as to the matters in (a) and (b) above and to recover from each an equitable proportion of the costs thereof having regard to the number of properties served thereby
- (d) If the person in whom the freehold of the Land is vested shall hereafter transfer the freehold of the Land to a person who shall execute such a deed of covenant as is referred to in the First Schedule hereto the first mentioned person shall upon execution of such deed and the giving of such consent cease to be personally liable for any breach of covenant hereunder which takes place after such execution and giving of consent as aforesaid
- (e) The Vendor the Company and the Purchaser hereby apply to the Chief Land Registrar to enter a restriction on the Register of the Title to the Land in the following terms:-

"Except under an order of the Registrar no disposition by way of freehold transfer assent or lease is to be registered without the

written consent of St. Benedicts (Tooting) Management Company Limited  
Page Street London NH7 2ER"

11. WITHIN Fifty-six days after all the Other Units comprised in the Estate have been disposed of whether by lease or transfer the Vendor shall transfer to the Company (and the Company shall accept such transfer) in further consideration of the covenants by the Company herein contained the Vendor's freehold interest in the Estate (other than the Land and those of the Other Units disposed of on a freehold basis) the freehold reversions in the leasehold premises comprised in the Other Units and the rent charges reserved on the Land and those of the Other Units disposed of on a freehold basis

12. THE Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity hereby covenants with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the covenants and stipulations contained or referred to in the Registers of the said Title so far as the same relate to the Land and are enforceable and will keep indemnified the Vendor against all actions claims and demands in respect of any future non-observance or non-performance thereof or otherwise in respect of the Land

THE FIRST SCHEDULE above referred to  
Obligations

- (1) Except in the case of a mortgage charge or discharge to deliver to the Company a deed in the form of that set out in the Fifth Schedule hereto duly completed and executed by the transferee or other person in whose favour the said instrument shall have effect and the Purchaser by way of security irrevocably appoints the Company or any officer thereof attorney in the name of the Purchaser to execute a deed in the form referred to in the Fifth Schedule hereto for and on behalf of the Purchaser to remedy any breach of the provisions of this Paragraph (1)
- (2) To deliver or cause to be delivered to the Company a notice of every transfer disposition devolution charge or discharge of or relating to the Land within One month after the execution of or date of the document or other instrument by which the same may be effected or evidenced such notice to specify the name and address and description of the person or persons to whom or in whose favour the same shall be made to take effect and also at the time of delivering every such notice to produce a certified copy of the relevant document or instrument for the purpose of having a memorandum thereof entered in the Registers to be kept by the Company for that purpose and to pay to the Company a reasonable fee for each such registration

THE SECOND SCHEDULE above referred to  
Estate Services

1. As often as may in the opinion of the Company be necessary but not less than in every Fourth year of the term hereby granted in a good and workmanlike manner to prepare and paint or otherwise treat in an appropriate manner all the Estate Facilities from time to time on the Estate and all additions thereto originally or usually painted or treated as the case may be

2. To repair and maintain in a good and substantial condition all structures and erections comprised in the Estate Facilities
3. (a) To keep all structures and erections comprised in the Estate Facilities from time to time insured against all risks from time to time included in a comprehensive policy including subsidence landslip and heave so far as available and such other risks as the Company shall in its absolute discretion deem necessary through the agency of Laing Homes Limited or such other agency as it may direct with the interest of the Company noted on the policy and in a sum equal to the full rebuilding cost thereof for the time being together with an adequate sum in respect of Architect's and Surveyor's fees and other incidental expenses and to make all payments necessary for the above purpose and to produce to the Vendor and the Purchaser on demand the Policy of such insurance or extract thereof and evidence for each such payment and to permit the Purchaser to notify the insurer of the interest of the Purchaser and any mortgagees in the Policy of such insurance  
  
(b) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the structures and erections and to make up out of the Company's own monies any deficiency in the monies required to complete such rebuilding and reinstatement
4. To effect insurance against the liability of the Company to third parties and against such other risks and in such amount as the Company shall think fit (but not against the liability of individual tenants and owners as occupiers of the dwellings and other premises in the buildings from time to time on the Estate) insofar as it relates to or arises from the Estate Facilities
5. To light clean and maintain as necessary the Estate Facilities and to cultivate and maintain in good order and condition the gardens and landscaped areas comprised in the Estate Facilities
6. To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are or shall be assessed charged or imposed or payable on or in respect of the Estate Facilities or part thereof and in the event of the Estate Facilities or any part thereof (except as aforesaid) being assessed or charged together with any other property to pay a due proportion thereof to be conclusively determined by the Company's Agents
7. To take reasonable steps to enforce payment by tenants and owners of the dwellings in the Estate of the proportions of Annual Maintenance Provision for which they are liable under their respective transfers and leases
8. To indemnify the vendor against any sum expended in remedying any failure in the observance of the Company's covenants and against any loss incurred through any such failure
9. To indemnify the Vendor against any sum expended in payment of any rates

(including water charges) taxes charges or other outgoings whatever payable in respect of the Estate Facilities or any part thereof

THE THIRD SCHEDULE above referred to

PART I

Annual Maintenance Provision

The Annual Maintenance Provision in respect of the Estate Facilities shall consist of a sum comprising:-

- (i) the expenditure incurred in the Company's year for the purposes mentioned in Part II of this Schedule together with
- (ii) a reasonable amount as a reserve for or towards those of the matters mentioned in Part II of .this Schedule as are likely to give rise to expenditure after such Company's year being matters which are likely to arise either only once or at intervals of more than One year together with
- (iii) a sum equal to the proportion (or part thereof) of Annual Maintenance Provision payable in respect of any dwelling in the Estate in respect of any preceding Company's year which shall not have been paid by the date of commencement of the current Company's year Provided Always that no such sum shall be included unless the Company has taken all reasonable steps to recover such sum from the person liable to pay the same but
- (iv) reduced by any unexpended reserve already made pursuant to sub-paragraph (ii) hereof in respect of any such expenditure as is mentioned in subparagraph (i) hereof and further
- (v) reduced by any sum which was included in the computation for any previous Company's year pursuant to sub-paragraph (iii) hereof and has since been recovered by the Company from the person liable to pay the same

PART II

Annual Maintenance Provision - Expenditure

1. The sums spent by the Company in and incidental to the observance and performance of the covenants on the part of the Company contained in the Second Schedule above
2. All fees charges expenses salaries wages and commissions paid to any Agent Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee whom the Company may employ in connection with the carrying out of its obligations under this Transfer and the leases and transfers (respectively) of the other flats maisonettes and houses on the Estate including the costs of and incidental to the preparation of the estimates and statements referred to in paragraph 5 of the Fourth Schedule hereto
3. The costs of effecting and maintaining in force the insurance Policy



referred to in the Second Schedule hereto and of any further insurance Policy which the Company may effect in respect of the Estate Facilities (including insurance against public and third party liability)

4. The costs and expenses (including payment of legal costs) incurred by the Company:-
  - (a) in the enforcement of the covenants conditions and regulations contained in the leases and transfers relating to the flats maisonettes and houses in the Estate insofar as they relate to the Estate Facilities
  - (b) in making such applications and representations and taking such action as the Company shall reasonably think necessary in respect of any notice order or proposal for notice or order served under any statute order or regulation on the Vendor or on any tenant or purchaser of any other flat maisonette or house or on the Company in respect of the Estate Facilities or all or any of the dwellings therein
5. Any tax paid or payable by the Company in respect of or attributable to the Estate Facilities the matters referred to in the Second Schedule and this Schedule and any sums payable hereunder
6. Any interest or other charges incurred by the Company in borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule
7. The costs incurred by the Company in bringing or defending any actions or other proceedings against or by any person or authority whatsoever
8. The costs of administration of the Company relating to the Estate Facilities including the costs of preparing and auditing accounts the expenses of the Directors and the Secretary the printing and sending out of notices circulars reports or accounts the holding of meetings and all fees payable to the Government or any other body
9. The provision of any other service which the Company may from time to time deem desirable for the benefit or amenity of the Estate

THE FOURTH SCHEDULE above referred to

The Estate Rent Charges

- (1) The Nominal Contribution shall (if demanded) be payable to the Company in advance on the First day of July in each year
- (2) The Service Contribution shall be of an amount determined as hereinafter provided and payable at the times and in the manner hereinafter mentioned
- (3) The expression "the Company's year" shall mean the period from the First day of April of every year to the Thirty-first day of March of the following year or such other annual period as the Company may in its discretion from time to time determine as being that in which the accounts of the Company relating to the Estate Facilities shall be made up

- (4) On each of the modern quarter days (being the First days of January April July and October) during the said term the Purchaser shall pay to the Company such reasonable sum ("the advance payment") in advance and on account of the Estate Proportion for the Company's year then current as the Company shall from time to time specify
- (5) As soon as practicable after the end of each Company's year the Company shall supply to the Purchaser a statement containing a reasonable summary of the Annual Maintenance Provision defined in the Third Schedule hereto relating to that year together with an account for the Estate Proportion for that year (due credit being given for the advance payment made by the Purchaser) and upon the supply of the said account there shall be paid by the Purchaser to the Company a sum equal to the Estate Proportion of the amount specified or there shall be allowed by the Company to the Purchaser any amount which may have been overpaid by the Purchaser by way of advance payments as the case may require PROVIDED ALWAYS the provisions of this sub-clause shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination as aforesaid the Estate Proportion for that Company's year being apportioned for the said period on a daily basis
- (6) If in the reasonable opinion of the Company it shall at any time become necessary or equitable to do so it may increase or decrease the Estate Proportion so that the amount payable by the Purchaser shall be proportionate to the number of dwellings benefiting from the services mentioned in the Second Schedule hereto The Estate Proportion increased or decreased as aforesaid shall be endorsed on this Transfer and shall thereafter be substituted for the Estate Proportion set out in the Definitions of this Transfer or as subsequently varied in accordance with the foregoing provisions

THE FIFTH SCHEDULE above referred to

Form of Deed of Covenant

THIS DEED is dated \_\_\_\_\_ day of \_\_\_\_\_ 19

1. The Premises
2. Date of Transfer
3. Purchaser under the Transfer
4. Date and nature of instrument of transfer and the parties thereto      Transfer/Assent/  
dated \_\_\_\_\_ 19  
made between
  - 1.
  2. The Transferee

WHEREAS this Deed is supplemental to the instrument specified in Paragraph 4 above and is made by the person or persons ("the Transferee") in whose favour the said instrument of transfer or otherwise

NOW THIS DEED WITNESSETH that the Transferee hereby (jointly and severally if the Transferee consists of more than one person) covenants with the Company defined in the Transfer that as from the date when the Land (as defined in the Transfer) shall be transferred to or otherwise become vested in the Transferee the Transferee will observe and perform all the covenants obligations and conditions on the part of the Purchaser undertaken to the Company and the Vendor respectively in the said Transfer and shall indemnify and keep indemnified each of them against any breach or non-observance of the terms thereof respectively

The Transferee hereby applies or confirms its application to become a member of the Company

SAMPLE ONLY