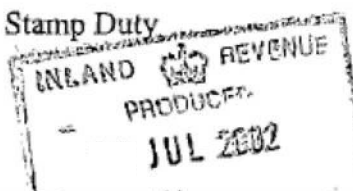


Transfer of part  
of registered title(s)

H M Land Registry

TP1

1. Stamp Duty



*Handwritten signature*

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £250,000.00

We hereby certify that this instrument is exempt from Stamp Duty by virtue of the provisions of Section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred

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

4. Property transferred

Croft, South Elmsall, West Yorkshire

The Property is defined:

on the attached plan and shown edged red

5. Date *28 June 2002*

6. Transferor

**HOMES LIMITED** whose Registered Office is situate at House  
Barlborough Chesterfield 3 4WP (Company Number: 75479)

7. Transferee for entry on the register

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

Lane, South Elmsall, Pontefract, 9 2JP

9. The Transferor transfers the Property to the Transferee.

#### 10. Consideration

The Transferor has received from the Transferee for the Property the sum of £103,950.00 (one hundred and three thousand nine hundred and fifty pounds)

#### 11. The Transferor transfers with

full title guarantee

#### 12. Declaration of trust

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

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

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

#### 13. Additional Provisions

IN this Transfer (where the context so permits) :-

- (a) the expression "the plot" means the land hereby transferred and each and every part thereof
- (b) the expression "the estate" means the land comprised in the Transferors building estate known as [REDACTED] Lane, South Elmsall, Pontefract, West Yorkshire and each and every part thereof being all the land in respect of which the Transferor is or was the Registered Proprietor under the Title Number above referred to
- (c) the expression "the remainder of the estate" means the estate with the exception of the plot
- (d) the expression "the adjoining land" means any other plots on the estate which adjoin the plot
- (e) the expression "the perpetuity period" means the period of eighty years commencing on the first day of November Two Thousand and One
- (f) the expression "the estate services" means all and any sewers drains watercourses channels gas and water pipes electricity and telephone cables and wires and ancillary connections inspection chambers and other apparatus laid or to be laid within the perpetuity period in under over or upon the estate including for the avoidance of doubt any such which are now or in the future come to be publically adopted
- (g) the expressions "the Transferor" and "the Transferee" shall where the context so admits include the successors in title of the Transferor and the Transferee respectively
- (h) the singular includes the plural and the masculine includes the feminine and all agreements or covenants contained or referred to herein of more than a single person are or shall be joint and several agreements or covenants

THE Transferor hereby transfers the plot TOGETHER WITH the rights set out in the First Schedule hereto but EXCEPTING AND RESERVING unto the Transferor or other the owner or owners for the time being of the remainder of the estate the rights set out in the Second Schedule hereto and SUBJECT TO the rights declarations covenants and other matters (if any) referred to in the Property Register and the Charges Register of the title above-mentioned so far as the same relate to the plot and are still subsisting and capable of being enforced

WITH the object and intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee HEREBY COVENANTS with the Transferor that he will observe and perform the said covenants referred to in the Charges Register (so far as aforesaid) and will indemnify the Transferor against all liability in respect thereof

FOR the benefit and protection of the remainder of the estate and each and every part thereof capable of being benefited thereby and so as to bind so far as may be the plot into whosoever hands the same may come the Transferee HEREBY COVENANTS with the Transferor that the Transferee and the persons deriving title under him will at all times hereafter observe and perform the covenants restrictions stipulations and conditions set out in the Third Schedule hereto

THE parties hereto HEREBY MUTUALLY COVENANT each with the other and their successors in title that they and their respective successors in title to plots 11 and 12 on the said estate respectively will:-

- (a) pay one-half of the cost of repairing and maintaining the vehicle access road shown coloured green and yellow on the said plan
- (b) require any assignee from either of them to enter into a fresh covenant in the terms of this clause with the other or their respective successors in title as aforesaid (including this present sub-clause) to the intent that the obligations for maintenance shall be personal to the owners for the time being of plots 11 and 12 on the Transferors said estate to the extent specified above

PROVIDED that the rights hereby granted and reserved over the said vehicle access road shall not be exercisable during any period within which there shall be any breach by the parties hereto or their respective successors in title claiming to exercise such rights which shall not have been remedied by the payment of all monies payable under the covenant hereinbefore contained

IT IS HEREBY AGREED AND DECLARED as follows :-

- (a) The Transferee shall not by virtue of this Transfer acquire or be entitled to any easement or right of light or air or otherwise (except as by this Transfer expressly granted) which would restrict or otherwise interfere with the free use or enjoyment of the remainder of the estate for building or for any other purposes and that any enjoyment of light or air now or hereafter received by the Transferee from or over the remainder of the estate shall be deemed to be received by the licence or consent of the Transferor and not as of right
- (b) Any wall fence or hedge erected which shall separate the buildings now or hereafter to be

erected on the plot from adjoining buildings now or hereafter to be erected on the adjoining land shall after erection be deemed to be a party wall fence or hedge and shall be maintained and repaired accordingly

- (c) All spouts gutters fall pipes water pipes cisterns passages drains and cables and all other matters and things now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of the plot and of any other land included in the estate shall continue to be so used and enjoyed and shall be repaired and maintained at the fair and proportionate expense of the owners of the lands entitled to use the same
- (d) That the fences house and garage walls now constructed or to be constructed (but not later than the Perpetuity Period) separating the Plot from the adjoining land of the Transferor shall (when made) be deemed to be party structures to be repaired accordingly and the rights and liabilities thereof shall be in accordance with Section 38(1) of the Law of Property Act 1925

THE Transferor expressly reserves the right from time to time to make any alterations in the mode of laying out the estate and in the number and area of the plots and to release waive or vary in favour of the owner or owners from time to time of any part of the estate (including the plot) any of the covenants restrictions stipulations and conditions entered into or to be entered into in any manner it may deem desirable

THE Transferor HEREBY COVENANTS with the Transferee that it will when called upon by the appropriate authority so to do at its own expense construct the new roads and footpaths on the estate so far as they are co-extensive with the plot and will complete all sewers (both foul and stormwater) on the estate serving the plot and will maintain the same respectively until taken over by the said Local Authority and will indemnify the Transferee from and against all costs charges claims or demands for constructing and maintaining the said roads and footpaths and the said sewers so far as the same are co-extensive with the plot and (in the case of the said sewers) serve the plot to the satisfaction of the appropriate Authority

THE Transferor and the Transferee HEREBY APPLY to the Registrar to enter in the Register such of the rights exceptions reservations covenants restrictions stipulations and conditions as are capable of registration

**THE FIRST SCHEDULE** before referred to

(Rights Granted to the Transferee)

- (a) The right at all times and for all usual and reasonable purposes to go and return with or without vehicles from and to the plot over and along all roads and on foot only over and along all footpaths now constructed or to be constructed on the estate within the perpetuity period and intended to be taken over by the Local Authority and maintained at the public expense until such time as the said roads and footpaths are taken over by the Local Authority
- (b) The right to receive water electricity gas and telephone and other appropriate services and to the passage of water and soil through the estate services

- (c) If a garage ("the adjoining garage") is now or shall at any time within the perpetuity period be erected on the adjoining land against the boundary of the plot the right for the Transferee to break into and build onto the wall of the adjoining garage for the sole purpose of erecting a garage ("the Transferee's garage") on the plot contiguous to the adjoining garage making good at his own expense any damage to the adjoining garage to the reasonable satisfaction of the owner thereof TOGETHER WITH a right of support for the walls and eaves of the Transferee's garage
- (d) The right so far only as may be reasonably necessary to enter on the remainder of the estate for the purposes of laying maintaining replacing inspecting and connecting into the estate services and for renewing repairing decorating and inspecting any buildings for the time being on the plot PROVIDED that the Transferee makes good all damage which may be done in the exercise of this right at his own cost and without unnecessary delay
- (e) A right of way at all times and for all purposes over that part of the vehicle access road shown coloured yellow on the said plan
- (f) The right of overhanging and underdrawing any adjoining part of the site in respect of any eaves gutters and rainwater pipes oriel windows or foundations of any buildings which are now constructed or may at any time within the perpetuity period be constructed on the said plot and which extend over such adjoining land beyond the boundaries of the said plot
- (g) The right if required to enter upon the adjoining property for the purpose of obtaining access to the service meters attached to the outside wall of the property on the said plot to enable maintenance repair and reading of the service meters

**THE SECOND SCHEDULE** before referred to  
(Rights Excepted and Reserved to the Transferor)

- (a) The right to receive water electricity gas telephone and other appropriate services and to the passage of water and soil through the estate services
- (b) If the Transferees garage is now or shall at any time within the perpetuity period be erected against the boundary of the adjoining land the right to break into and build onto the wall of the Transferees garage for the sole purpose of erecting a garage ("the adjoining garage") contiguous to the Transferees garage the person exercising such right making good at his own expense any damage to the Transferees garage to the reasonable satisfaction of the Transferee TOGETHER WITH a right of support for the walls and eaves of the adjoining garage
- (c) The right so far only as may be reasonably necessary to enter on the plot for the purposes of laying maintaining replacing inspecting and connecting into the estate services and for renewing repairing decorating and inspecting any buildings for the time being on the adjoining land PROVIDED that the person exercising such rights makes good all damage which may be done at his own cost and without unnecessary delay
- (d) The right to enter onto the plot and to plant on the plot any trees and/or shrubs in accordance with the requirements of the local authority PROVIDED that the Transferor or other the person so entering makes

- good all damage which may be done in the exercise of these rights at his or their own cost and without unnecessary delay
- (e) The right without obtaining the consent of or making compensation to the Transferee or other the owner or owners occupier or occupiers for the time being of the plot to deal in any manner whatsoever with the remainder of the estate and to erect and maintain or suffer to be erected and maintained thereon any buildings or other erections whatsoever whether such buildings or other erections shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed by or in respect of the plot or any buildings or other erections for the time being thereon
  - (f) The right to erect and place scaffolding on the said plot to accommodate construction of the adjoining properties
  - (g) The right of overhanging and underdrawing in respect of any eaves gutters rainwater pipes oriel windows and foundations which are now constructed or may at any time within the perpetuity period be constructed and which extend over the said plot beyond the boundaries of any adjoining part of the site
  - (h) A right of way for the Transferor or other the owners or occupiers for the time being of plot 12 or any part or parts thereof at all times and for all purposes with or without vehicles over and along that part of the property shown coloured green on the said plan subject to the Transferor or such others as aforesaid paying one-half of the cost of maintaining and repairing the vehicle access road shown coloured green and yellow on the said plan
  - (i) The right if required to enter on the said plot for the purpose of obtaining access to the service meters attached to the outside wall of the adjoining property to enable maintenance repair and the reading of the service meters

**THE THIRD SCHEDULE** before referred to  
(Covenants Restrictions Stipulations and Conditions  
to be Observed and Performed by the Transferee)

1. Not to erect any fences nor to plant any hedges or rows of shrubs on any part of the plot lying between the dwellinghouse or bungalow erected or to be erected on the plot and the road
2. Not to use the plot or any buildings for the time being erected thereon for any other purpose than as a private dwellinghouse or bungalow with usual outbuildings
3. Not to erect any new building or structure of any kind over or within three feet of any private sewer in over or under the said property nor to cover or otherwise obstruct any access or inspection chamber for such drain or sewers or the means of access thereto unless permission for such works is given as part of an approval under the Building Regulations or any replacement thereof
4. Not during a period of five years from the date of this Transfer to construct any building or erection of any kind whatsoever other than one garden shed and one greenhouse each measuring no more than 2 metres x 3 metres on plan without first obtaining the prior written consent of the Transferor. The Transferor will not consider any consent without the prior payment of the Transferors administration fee