(1) **SAXON WEALD**

(2) **HORSHAM DISTRICT COUNCIL**

DEED OF VARIATION

pursuant to section 106A of the Town and Country Planning Act 1990

in respect of a section 106 Agreement dated 24th August 2023 relating to

Land on the south side of Sandygate Lane, Lower Beeding, Horsham and land on the east side of Burnthouse Lane, Cowfold

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Albery House
Springfield Road
Horsham
West Sussex
RH12 2GB

Planning Ref: DC/22/0708 and S106/24/0015
Legal Ref: DSM/12405

THIS AGREEMENT is made as a deed and dated 9th April 2026

Between:

(1) **SAXON WEALD** (Community Benefit Society Number: 7971) whose registered office is Saxon Weald House, 38-42 Worthing Road, Horsham, West Sussex RH12 1DT (**"the Owner"**)

(2) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham, West Sussex RH12 1RL (**"the Council"**).

Together, "the Parties to this Deed".

BACKGROUND & RECITALS

Whereas

A. On 24th August 2023 an Agreement was entered into pursuant to section 106 of the Act between (1) James Robert Christopher Hicks and Kenneth Philp Hicks as Trustees of the WA Hicks Will Trust; (2) Andrew John Knowles, Joanne Knowles, William Andrew Knowles, Rachel Anne Knowles, Oscar John Knowles; (3) Devine Homes PLC; and, (4) Horsham District Council (**"the Principal Agreement")** and without prejudice to the covenants contained therein the Parties to this Deed seek to amend by this Deed of Variation.

B. The Council is the local planning authority for the purposes of section 106 and 106A of the Act for the area within which the Affordable Housing Land is situated and as such is entitled to enforce the obligations contained in this Deed and in the Principal Agreement.

C. The Owner is subject to a pending application of the registered title number WSX447656 which has been submitted and is currently awaiting registration at the Land Registry, following registration the Owner will become the registered proprietor with title absolute of the freehold for the Affordable Housing Land. A certified copy of the Land Registry TP1 is appended to this Agreement at Schedule 2.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION AND DEFINITIONS

In this Deed

1.1 Interpretation as this Deed shall be in accordance with the Principal Agreement.

1.2 Unless the context requires otherwise, all works and phrases defined in the Principal Agreement shall have the same meaning in this Deed except where they are expressly varied by this Deed.

2. ENABLING PROVISIONS

2.1 This Agreement is made pursuant to section 106 and section 106A of the Town and Country Planning Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

2.2 The Parties acknowledge that this Deed is supplemental to the Principal Agreement and that the obligations contained within it are binding on the Affordable Housing Land and are enforceable by the Council as local planning authority against the Owner as owner of the Affordable Housing Land and against their successors in title and assigns in respect of their interests in each and every part of the Affordable Housing Land provided

always that no person shall be liable for any breach of any covenant or obligation in this Agreement after it has parted with all of its interest in the Affordable Housing Land or the part of the Affordable Housing Land in respect of which such breach occurs (save in relation to any antecedent breach which occurs prior to parting with such interest).

3. GENERAL

3.1 Nothing in this Deed confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

3.2 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights powers discretions and responsibilities (save where legally or equitably permitted) under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

3.3 No waiver (whether expressed or implied) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Parties to this Deed from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

3.4 The Parties to this Deed acknowledge that this Deed will be registered as a local land charge.

3.5 It is agreed that if any part of this Deed is declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provision(s) will be severed from the Agreement and the remainder of this Deed and shall continue in full force and effect.

3.6 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

3. VARIATION OF THE PRINCIPAL AGREEMENT

3.1 Without prejudice to the other covenants contained in the Principal Agreement, which shall continue in full force and effect the Parties agree that from the date of this Deed the Principal Agreement shall be varied as set out in Schedule 1 of this Deed.

4. COVENANTS

4.1 The Owner covenants with the Council that they will observe and perform the covenants, restrictions and obligations on their part contained in the Principal Agreement as amended by this Deed.

5. COSTS

5.1 The Owner has undertaken to pay on or before the date hereof the Council's reasonable legal costs incurred in preparing and entering into this Deed.

IN WITNESS whereof this Agreement has been duly executed the day and year first hereinbefore mentioned

SEALED WITH THE COMMON SEAL of
SAXON WEALD
in the presence of:

[redacted] AUTHORISED OFFICER

..... Authorised Officer



18201 x2

SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL
in the presence of:

..... [redacted] ..... Authorised Officer



Schedule 1

1. The Parties to this Deed agree that Scheule 6 of the Principal Agreement shall be amended as follows:

1.1. Paragraph 1.1 shall be amended as follows:

1.2. The definition of "Affordable Dwellings" shall be deleted and replaced with:

1.2.1. "means 8 Dwellings together with associated vehicle and cycle parking to be provided by the Owner on the Affordable Housing Land of which:

(a) 5 Dwellings shall be Affordable Rented Units comprising:

- *2 x one bedroom flats (plots 2 & 3)*
- *2 x two bedroom houses (plots 1 & 7)*
- *1x three bedroom house (plot 8)*

AND

(b) 3 Dwellings shall be Shared Ownership Units comprising:

- *2 x two bedroom houses (plots 5 & 6)*
- *1x three bedroom house (plot 4)*

and which are to be transferred to a Registered Provider for housing persons in Housing Need in accordance with the provisions of this Schedule."

1.3. The definition of "Affordable Rent" shall be amended so that the wording *"or the applicable Local Housing Allowance rate for the Council (whichever is lower)"* shall be deleted.

1.4. The definition of "Part M4(3)" shall be deleted.

1.5. The definition of "Shared Ownership Units" shall be deleted and replaced with the following:

"means the Affordable Dwellings to be occupied by persons who are in Housing Need whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the Council."

1.6. Paragraph 2.2.1 shall be deleted and replaced with the following:

"2.2.1 The Affordable Dwellings shall be constructed by the Owner in accordance with Part M4(2) save for plot 3."

1.7. Paragraph 2.2.2 shall be deleted.

1.8. The following shall be inserted as a new paragraph 5:

"5. Mortgagee Exclusion Clause and Exclusions from Liability

5.2.1 any mortgagee or chargee or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security ("Appointee") or any administrator (howsoever appointed) ("Administrator") including a housing administrator (each a "Receiver") of an Affordable Housing Provider of the Affordable Housing Land and/ or Affordable Housing Provider of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED ALWAYS THAT

5.2.1.1 *any power of sale available to any such Appointee Administrator or Receiver shall only be exercised in the event of there being a default of any obligation under the security documentation;*

5.2.1.2 *such Appointee Administrator or Receiver shall first have notified the Council and the Head of Housing and Communities that it wishes to exercise its statutory power of sale;*

5.2.1.3 *for a period of 3 (three) clear calendar months from the date of such notification, the Appointee Administrator or Receiver shall use reasonable endeavours to complete a disposal of the relevant Affordable Housing Land and/ or Affordable Housing Units to another Affordable Housing Provider (who shall take subject to the provisions of this Deed) for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses*

PROVIDED THAT and for the avoidance of doubt if such disposal has not been completed within such 3-month period then the Appointee, Administrator or Receiver shall be entitled to dispose of the relevant Affordable Housing Units free from the obligations contained in this Schedule which provisions shall determine absolutely

5.2.2 *a tenant of an Affordable Rented Unit who has exercised a Right to Acquire;*

5.2.3 *A tenant of an Affordable Rented Unit who has exercised a Right to Buy;*

5.2.4 *a Shared Ownership leaseholder who has acquired 100% of the shares in the Shared Ownership Unit; and*

5.2.5 *any successor in title of any person detailed in Sub-Paragraphs 5.1.2, 5.1.3 and 5.1.4 (above) or their mortgagee or chargee.*

Schedule 2

Certified Copy of the Land Registry TP1

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

1 Title number(s) out of which the property is transferred:

WSX447656

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

3 Property:

Plot 1-8 Sandygate Lane to be known as 1 – 8 The Gallops, Lower Beeding, Horsham, RH13 6QQ

The property is identified

☒ on the attached Plan and shown: edged red

☐ on the title plan(s) of the above titles and shown:

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

4 Date: 20 March 2025

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

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022.

5 Transferor:

Devine Homes Plc

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix: Company No: 1881778

For overseas entities
(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United

Penningtons Manches Cooper LLP
125 Wood Street, London #60375452 v1
EC2V 7AW
TEL: 020 7457 3000
DX 42602 Cheapside

I Certify this to be a true copy of the original document.

[redacted]

SARAH MUBASHIR

If the ID is not required, you may instead state 'not required'. Further details on overseas entities can be found in practice guide 78 overseas entities	Kingdom, the Registered number, if any, issued by Companies House, including any prefix:
Give full name(s) of all the persons to be shown as registered proprietors. Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'. Further details on overseas entities can be found in practice guide 78: overseas entities 2003.	6 Transferee for entry in the register: SAXON WEALD For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: Company No: a Community Benefit Society under the Co-operative and Community Benefit Societies Act 2014 with number 7971 For overseas entities (a) Territory of incorporation or formation. (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the Registered number, if any, issued by Companies House, including any prefix:
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 email address.	7 Transferee's intended address(es) for service for entry in the register: Saxon Weald House, 8-42 Worthing Road, Horsham, West Sussex, RH12 1DT

8 The transferor transfers the property to the transferee

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.

9 Consideration

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

Five Hundred and Eighty Five Thousand Pounds

£585,000.00

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

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

The covenants implied under the Law of Property (Miscellaneous Provisions) Act 1994 ("LPMPA 1994") are modified so that:

(a) the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:
(i) make proper searches; or
(ii) raise requisitions on title or on the result of the Transferee's searches.
(b) the covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or encumbrances created by the Transferor

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

Complete as necessary.

The registrar will enter a Form A

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:

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

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

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

1. " Accounting Period" means the period from 1st October in each year to 30th September of the following year or such other annual period as the Estate Management Company may in its absolute discretion from time to time determine as being that in which the accounts of the Estate Management Company shall be made up.

2. "Easement Strip" means the part of the Property shown coloured pink on the Plan.

3. "Estate" means the land known as Sandygate Lane, Lower Beeding, comprising the land registered at the Land Registry under title number WSX447656 and all buildings from time to time on such land

4. "Estate Common Parts" means those areas shown coloured green on the Plan

5. "Estate Conduits" means all conducting media and apparatus including but not limited to the sewers drains pipes wires cables and any other apparatus used for the disposal of foul and surface water including SUDS facilities and for the supply of water gas electricity and telecommunications or other service media together with any street lighting columns or other items erected or to be erected on the Estate

6. "Estate Management Company" means The Gallops (Sandygate Lane, Lower Beeding) Management Company Limited (Company Registration No. 15852376) whose registered office is St Michael's

House, 111 Bell Street, Reigate, Surrey RH2 7LF

7. " Estate Road" means the roads footpaths and crossovers to footpaths which form part of the Estate Common Parts constructed or to be constructed on the Estate

8. Not used.

9. " Interim Service Charge" means such sum to be paid on 25th March and 29th September in each year on account of the Service Charge in respect of each Accounting Period as the Estate Management Company or the agents from time to time shall specify as its reasonable assessment of the likely Transferee's Contribution for that Accounting Period.

10. "Plan" means the plan annexed hereto

11. " Service Charge" means the amount or amounts from time to time payable in accordance with Schedule 4 and shall include any Value Added Tax payable thereon

12. "Transferee's Contribution" means a fair and reasonable proportion of the Service Charge attributable to Schedule 7 subject to such variations (if any) made by virtue of Schedule 4

13. "Visitor Parking Spaces" means the parking spaces shown marked VP on the Plan and intended for the use of visitors to the Property for temporary parking only

COVENANTS AND RESTRICTIONS

1. For the benefit and protection of the land comprised in the Estate (other than the Property) and each and every part thereof and (so far as may be) so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor and also (subject to the right hereinbefore reserved to the Transferor to withdraw vary release or abandon covenants restrictions stipulations and conditions) as a separate covenant with the Estate Management Company and with every other person who is now the owner of any part of the Estate that the Transferee will henceforth and at all times hereafter observe and perform the restrictions and stipulations set out in Schedule 3 hereto but not so far as to render the Transferee personally liable in damages for any breach of a restrictive covenant after he shall have parted with all interest in the Property

2. The Transferee hereby applies to the Land Registrar to enter a restriction in the title of the Property in the following terms:-

"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 the restriction, is to be registered without a certificate signed by The Gallops (Sandygate Lane, Lower Beeding) Management Company Limited (Company Registration No. 15852376) whose registered office is St Michael's House, 111 Bell Street, Reigate,



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4. READ in conjunction with other Consultants documentation & drawings regarding this project
5. DISCREPANCIES should be reported in writing to the project architect or engineer immediately

MODEL FILE REFERENCE - 230004-A-P-A29-C

rev.	description	date	by	ch
L5	Boundary to the south of Plot 4 amended	2024.11.15	AJC	dp
L4	Boundary treatments co-ordinated with Landscape Masterplan / Sub station omitted	2024.10.30	AJC	dp
L3	Updated to reflect Solicitors comments	2024.10.04	AJC	dp
L2	Demise and management company maintained area updated	2024.07.29	AJC	dp
L1	First issue for review and comment	2024.06.19	AJC	dp

scale	1:1250 @ A3	client	Devine Homes Plc
date	2024.06	project	Sandygate Lane, Lower Beeding, Horsham. RH13 6LR.
drawn	AJC	drawing	Affordable Units Conveyance Plan
checked	dp	status	RIBA STAGE 04 - Legal

vision architects
230004-A-P-A29-221 L5



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[redacted]

CONVEYANCE LEGEND

- Plot boundaries
- Extent of landscaping maintained by management company
- Easement Strip

0 50m 100m

notes:

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3. [redacted]
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rev	description	date	by	ch
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L3	Updated to reflect Solicitors' comments.	2024.10.04	AJC	dp
L2	Demise and management company maintained area updated	2024.07.25	AJC	dp
L1	First issue for review and comment	2024.06.19	AJC	dp

scale 1:1250 @ A3
date 2024.06
drawn AJC
checked dp

client Devine Homes Plc
project Sandygate Lane, Lower Beeding, Horsham. RH13 6LR.
drawing Affordable Units Conveyance Plan
status RIBA STAGE 04 - Legal

vision house upper market street eastleigh hampshire SO50 9FD
t: 01794 830660 w: www.vision-architects.co.uk
vision architects

230004-A-P-A29-221 L5

Surrey RH2 7LF that the provisions of paragraph 22 of the Third Schedule to a Transfer dated [2e March 2018] and made between Devine Homes PLC (1) Saxon Weald (2) and The Gallops (Sandygate Lane, Lower Beeding) Management Company Limited (3) have been complied with or that they do not apply to the disposition"

3. The Transferor and the Transferee hereby apply to the Registrar to enter in the Register such of the said appurtenant rights exceptions reservations covenants conditions and stipulations as are capable of registration

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

Rights granted for the benefit of the Property

SCHEDULE 1
The Included Rights

1. The right for the Transferee and all persons authorised by the Transferee in common with the Transferor and all others who have or may have hereafter the same right and any other persons authorised by the Transferor

1.1 at all times and for all usual and reasonable purposes connected with the use of the Property as 8 private dwellings to pass and repass with or without motor vehicles from and to the Property over and along the Estate Road Provided Always that such right is restricted to pedestrian rights only over such parts of any accessway as are not intended for vehicular use

1.2 to the free and uninterrupted passage and running of water soil gas electricity telephone and other normal domestic services through the Estate Conduits which are now or may at any time after the date of this Transfer be in upon or under any other part of the Estate (except for the Estate Conduits belonging to or forming part of the undertaking of any public utility supplier service supply company and drainage undertaker or other public body or authority providing utility or drainage services) and which serve the Property

2. The right for the Transferee with or without workmen and others at all reasonable times and on prior reasonable written notice (except in the case of emergency) to enter upon the neighbouring land of the Estate for the purpose of inspecting repairing cleansing maintaining or renewing the Property or any Estate Conduits (except as referred to in paragraph 1.2) serving the Property and which work cannot be undertaken without such entry causing as little disturbance and damage as possible and forthwith making good any damage caused.

3. All rights of support and protection as are now afforded to the Property by adjoining properties on the Estate.

4. The right of overhang of roofs gutters eaves flues and spout and the right of encroachment of foundations as may exist on the date of this Transfer over and under any adjoining land of the Estate for the benefit of the buildings and structures erected on the Property.

5. The right for the Transferee in common with all others having the same right to use the Estate Common Parts to the extent

reasonably necessary for domestic use and convenience incidental to the occupation of the Property subject to payment of The Service Charge and subject to the Transferee complying with the covenants in relation to use of the Estate Common Parts PROVIDED ALWAYS that the Management Company shall have the right temporarily to close or divert any of the Estate Common Parts subject to leaving available at all times reasonable and sufficient means of access to and egress from the Property

6. The right to park one private fully taxed and insured motor vehicle (excluding any vehicle that exceeds 1500kg unladen weight) on the Visitor Parking Spaces on a first come first served basis provided that no motor vehicle may remain parked for a consecutive period of more than 24 hours and save that the parking of any commercial vehicle caravan home on wheels horsebox trailer boat or like moveable structure shall not be permitted.

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

Rights reserved for the benefit of other land

SCHEDULE 2
Rights Excepted and Reserved

1. The right for the Transferor and the Estate Management Company and the owners or occupiers for the time being of the remainder of the Estate and of the adjoining and neighbouring land now or formerly or after the date of this Transfer owned by the Transferor and of any part or parts thereof intended to be benefited and all other persons having the like or similar rights and (where appropriate) the relevant local authority and the service companies:-

1.1 to the free and uninterrupted right of passage and running of water soil gas electricity telephone and all other services into and through any Estate Conduits now constructed or to be constructed now or after the date of this Transfer in or under the Property or any part thereof with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using such Estate Conduits the Transferor or other the person exercising any such right forthwith making good all damage thereby occasioned to the reasonable satisfaction of the Transferee provided that the rights hereunder of the Transferor, Estate Management Company and the said owners and occupiers shall not apply to any Estate Conduits which form part of or belong to any public utility supplier service supply company and drainage undertaker or other public body or authority providing utility or drainage services

1.2 to enter on the Property upon giving reasonable prior notice to the Transferee (except in the case of emergency) for the purpose of:-

(a) renewing rebuilding altering repairing painting maintaining

cleansing and inspecting any structure built on or in close proximity to the Property

(b) planting on the Property trees and/or shrubs in accordance with the requirements of the Local Authority and thereafter as occasion may require for staking cultivating lopping topping or replacing such trees and/or shrubs

(c) enabling the Transferor the Estate Management Company or the owner or occupier of any house within the Estate to comply with its obligations in any Transfer of such house

all damage which may be done in the exercise of such powers as are specified in these sub-clauses being promptly made good at the cost of the person so entering to the reasonable satisfaction of the Transferee

2. All easements wayleaves licences rights and privileges granted or to be granted now or after the date of this Transfer by the Transferor or the Estate Management Company to the local authority or any service companies whose apparatus has been laid in the Estate and Estate Road with the consent of the Transferor or the Estate Management Company in connection with the services usually provided or maintained by them for the benefit and advantage of the Estate and Estate Road or any part thereof and the Transferee will if necessary grant to the said local or other authorities or service companies such easements as they shall require in connection with the provision and maintenance of these services

3. All rights of support shelter and protection as are now afforded to the adjoining properties on the Estate by the Property

4. The right (if necessary) for the foundations and other projections of any buildings which may be erected on any adjoining part or parts of the Estate to extend beyond the boundaries thereof and to overhang and encroach onto the Property

5. The right for the Transferor its agents and employees upon giving reasonable prior written notice (save in the case of emergency) to enter on the Property within a period of two years from the date hereof or longer if necessary in order to comply with any of the terms and provisions of the planning permission permitting the development of the Estate or for the purpose of effecting any works required by the local authority under a landscaping or planting scheme Together With the right to carry out such works the person or persons entering creating as little disturbance as practicable and promptly making good all damage caused to the reasonable satisfaction of the Transferee

6. The right for the Transferor and the persons deriving title under it for a period of two years from the date hereof at all reasonable times by itself or with workmen and others to enter on the Property with ladders and appliances and also to erect maintain and take away scaffolding in order to carry out building operations on and repairs and alterations to adjoining property but the Transferor or the persons deriving title under it will:

(a) cause as little disturbance and inconvenience as reasonably practicable; and

(b) promptly make good all damage caused thereby to the reasonable satisfaction of the Transferee; and

(c) only exercise the rights referred to in this clause 6 as far as is reasonable necessary; and

(d) remove from the Property any and all ladders, appliances and scaffolding brought onto the Property in exercise of the rights granted by this clause 6 as soon as is reasonable practicable.

7. The right for the Estate Management Company to enter upon the Property upon giving reasonable prior written notice (save in emergency) for the purposes of carrying out its obligations as hereinafter imposed

8. Not used.

9. All other easements and rights now or hereafter belonging to or enjoyed over the Property by any other land or property including but without prejudice to the generality of the foregoing all rights of light air or otherwise which would in any way restrict or hinder the Transferor from using or developing any adjoining or neighbouring property (whether or not within the Estate) as the Transferor shall in its absolute discretion think fit.

10. The right for the Transferor and the Estate Management Company to vary the extent of the Estate Common Parts as far as is reasonable in accordance with the principles of good estate management PROVIDED ALWAYS that the access rights granted by clause 1.1 of Schedule 1 shall be maintained

11. The right for the Transferor to develop the Estate and any part thereof and any adjoining or neighbouring land or property of the Transferor nothwithstanding that access of light and air coming to the Property may therefore be diminished or obstructed.

12. The right for the Transferor and the Estate Management Company to suspend the use of the Visitor Parking Spaces for so long as is reasonably necessary to repair or maintain the Visitor Parking Spaces.

Include words of covenant.

Restrictive covenants by the transferee

SCHEDULE 3
Covenants by the Transferee

1. With the 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 henceforth observe and perform the covenants (if any) referred to in the registers of the Transferor's above mentioned title (so far as the same relate to the Property and remain capable of taking effect) and will indemnify the Transferor and its effects against all future liability in respect

thereof.

2. Not used.

3. Not to erect construct place or permit any boundary wall hedge or other structure in front of the building line of the Property.

4. Forever hereafter to maintain the walls and fences erected along the boundaries of the Property shown with an inward facing 'T' on the Plan as being the responsibility of the owner of the Property and not to alter the style or type of fencing at any time without the consent of the Estate Management Company.

5. To keep the garden areas of the Property well cultivated neat and tidy and not to permit the same to become unsightly untidy or a nuisance to other Estate owners or occupiers and not to plant or allow to be grown on the Property any tree of the species Eucalyptus, Cypresses, Leylandii or other fast growing species nor any deep rooted shrubs of any description and not to allow any excavations soil removal drilling or bore holes at the Property.

6. Not to fell cut down destroy trim lop top or otherwise injure any tree or hedge on the Property without the written consent of the Estate Management Company such consent not to be unreasonably withheld or delayed

7. To ensure that no building structure tree or other deep rooting plants or shrubs shall at any time hereafter be erected or placed over on or under any part of the Property within three metres measured horizontally from the centre line(s) of any Estate Conduits laid in or under or through the Property or any part of the Easement Strip without the written consent of the appropriate authority or utility provider (as the case may be) nor shall anything be placed or done upon the Property at any time whereby access to such Estate Conduits with any necessary plant vehicles or equipment is obstructed.

8. To use the Property only as 8 private dwellings and not at any time to use or to carry on from the Property or any part or parts thereof any trade business or manufacture nor for any illegal or immoral purpose and not to cause damage nuisance or annoyance to the Transferor or to any other occupier of the Estate.

9. Not at any time to use any parking space, garage or car port within the Property other than for parking a private motor vehicle or motorcycle only (but not a commercial vehicle save that a commercial vehicle not exceeding exceeds 1500kg unladen weight used by an occupier of the Property in the course of his/her trade shall not be prohibited by this clause) and not to carry out thereon any vehicle repairs or maintenance thereon other than routine maintenance.

10. Not to place or permit or authorise to be placed upon the Property or any part thereof any caravan home on wheels commercial vehicle horsebox trailer boat or like moveable structure.

11. Not to erect an aerial dish or other apparatus for the receipt or transmission of broadcast signals on the front elevation or elevation clearly visible from the street facing the Property.

12. Not to erect any overhead cable or wires at the Property.

13. Not to erect or display at the Property any sign advertisement notice or writing other than the name and number of the Property except that (after the later of the Transferor having completed the disposal of all dwellings intended to be built at the Estate or 2 years from the date of this transfer) the Transferor may erect a board of reasonable size for the purposes of indicating that the Property is to be let or sold.

14. Not to park any vehicle on the Estate or Estate Road (save within the boundaries of the Property or on the Visitor Parking Spaces) or otherwise cause or permit any obstruction with vehicles or otherwise on the Estate nor to deposit any articles on the Estate.

15. Not without the prior consent in writing of the Transferor (until such time as the Transferor has completed the Estate and all units have been sold and completed) such consent not to be unreasonably withheld or delayed and not at any time without the consent of the Local Planning Authority (where required) to make or cause to be made any alteration to the existing Dwelling and premises or to construct erect or permit to be constructed or erected any building structure wall or fence upon the Property

16. Not to do anything to breach the terms of the planning permission or planning agreement for the construction of the Property or the Estate and to comply with any statutory common law planning environmental or other legal requirements Acts regulations orders notices or obligations relating to the Property.

17. To keep the Property in good repair, condition and decoration.

18. Not to overload or block the conducting media serving any part of the estate or allow to pass into them any oil grease or other substance which may be harmful or become a source of obstruction in or damage to the conducting media. In the event of any such overloading or obstruction or damage the Transferee shall immediately remedy it to the satisfaction of the Transferor

19. Not to keep on the Property any animal which causes a nuisance or annoyance to the other occupiers of the Estate.

20. Not used.

21. Not to transfer or otherwise dispose ('dispose' in this clause is not intended to apply to a charge of the Property, nor to the grant of a lease or interim staircasing of any shared ownership unit on the Property nor to the grant of a lease of any rented unit on the Property) of the Property without:-

21.1 first notifying the Estate Management Company in writing of the intention to do so;

21.2 Simultaneously requiring the relevant transferee to become a member of the Estate Management Company and upon completion of such transfer to enter into a Deed of Covenant with the Estate Management Company to observe the covenants contained in this Schedule in the form set out in Schedule 5 hereto;

21.3 agreeing in the transfer to a restriction being entered on the register of the title transferred in the form set out in Clause 2 of this Transfer.

22. To pay to the Estate Management Company the Transferee's Contribution as follows:-

22.1 on the 25th March and 29th September in each Accounting Period (or such other days as the Estate Management Company shall specify but so that in any year the Transferee shall not be called upon to make more than four payments) to pay in advance the Interim Service Charge;

22.2 after service of the account referred to in Schedule 4 the Transferee shall forthwith pay to the Estate Management Company any shortfall between the Interim Service Charge collected and the Transferee's Contribution and in the event of any excess the same shall be credited to the Transferee's next Interim Service Charge;

23. To pay interest at the rate of four percent per annum over Barclays Bank base rate (or such other comparable rate reasonably determined by the Estate Management Company) on any arrears of the Transferee's Contribution from the date payment was due until the date of actual payment.

24. To pay the Estate Management Company's reasonable and proper costs of enforcing the payment of any monies payable by the Transferee under the terms of this Transfer.

25. Not used.

26. Not used.

27. Not to use the Estate Common Parts for any barbeques or bonfires and not to deposit any waste on the same

28. Not to carry out or permit to be carried out any activity on the Estate Common parts or behave in any way which could cause a nuisance or annoyance to any other owner or occupier on the Estate

29. Not to carry out or permit to carry out any works to alter the ground levels or cut the trees within or overhanging the Estate Common Parts

Include words of covenant.

Restrictive covenants by the transferor

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

Other

SCHEDULE 4
Estate Management Company and Service Charge Provisions

1. The Estate Management Company hereby covenants with the Transferee and the Transferor that subject to the payment of the Transferee's Contribution to provide the services to the Estate set out in Schedule 7 **PROVIDED THAT** the Estate Management Company shall not be liable for any failure or omission to provide supply or procure any or all of the said services if it shall be prevented or hampered or restricted in any way from so doing by virtue of strike lock-out non-availability or restriction upon supplies of materials or labour or other services weather conditions accident emergency Act of God or by any cause whatsoever or howsoever not within the control of the Estate Management Company

2. It is agreed and declared that there shall be included in the Service Charge:

2.1 the provision by the Estate Management Company of the services specified in Schedule 7

2.2 the proper costs and expenses incurred by the Estate Management Company in relation to the observance and performance of any of its obligations (including the cost of employing or hiring such persons as the Estate Management Company deems necessary or appropriate) and the provision of any additional services and other matters which the Estate Management Company shall in its reasonable discretion deem desirable or necessary for the benefit or enjoyment of the Estate or any part thereof

2.3 the proper costs and expenses incurred by the Estate Management Company of employing any managing agent accountant auditor surveyor solicitor or other person appointed by the Estate Management Company

2.4 at the discretion of the Estate Management Company the cost of providing utility services including gas electricity water and telephone supplies and satellite cable or other television services to the Property and other parts of the Estate on a communal basis and then charged to the Transferee based on the consumption of such services by the Property as properly determined by the Estate Management Company or its managing agents

2.5 an amount as reasonably determined by the Estate Management Company to be charged in any Accounting Period as a contribution to the establishment of a sinking fund as a reserve towards the cost of the future provision of the services and items aforesaid

2.6 any interest bank or other charges arising from the borrowing of money or the giving of guarantees by the Estate Management Company to enable it to carry out its obligations under this Transfer

3.1 The Service Charge shall be ascertained and certified annually

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by an accountant or accountants (or other appropriate qualified person) appointed by the Estate Management Company as soon after the end of each Accounting Period as may be practicable

3.2 A copy of the certificate ("the Certificate") for each Accounting Period shall be supplied to the Transferee as soon as it is available

3.3 The Certificate shall contain a summary of the amounts sums costs expenses and outgoings incurred or anticipated by the Estate Management Company during the Accounting Period to which it relates and the Certificate shall in the absence of manifest error be conclusive as to the matters which it certifies

3.4 As soon as practicable after the end of each Accounting Period the Estate Management Company shall furnish the Transferee with an account of the Service Charge for that year due credit being given for the Interim Service Charge paid by the Transferee

4. If at any time the extent of the Estate is varied or if for some other reason the Transferee's Contribution is no longer fair and equitable then the Estate Management Company shall be entitled to change the Transferee's Contribution to such sum as is in all the circumstances fair and reasonable

5. The Estate Management Company hereby further covenants with the Transferee that subject to the Service Charge being paid up to the date of any future transfer of the Property it will procure that an appropriate certificate as required by clause 2 under Covenants and Restrictions of this Transfer shall be promptly issued to all future transferees provided that the provisions of clause 22 of Schedule 3 of this Transfer have been observed and performed.

6. If the Estate Management Company goes into liquidation for any reason (whether compulsory or voluntary) or fails in a material way to observe and perform its covenants under this Transfer then and in any such case the Transferor and the Transferee will join with the owners of the other dwellings on the Estate in arranging for the carrying out of the matters mentioned in Schedule 7 to be carried out subject to the Transferee contributing an appropriate part of the expense of so doing in accordance with the provisions of this Transfer and in such circumstances the Transferor (acting reasonably) may agree the appointment of a successor to be called the Nominee.

7. If a Nominee is appointed pursuant to paragraph 6 of Schedule 4 then the Transferee will join with the owners of other dwellings on the Estate in arranging for the substitution of the Estate Management Company by the Nominee including (without limitation) entering into appropriate deeds whereby the Nominee covenants with each of the owners of dwellings on the Estate to observe and perform the covenants and obligations of the Estate Management Company contained in this Transfer and the Transferee covenants with the Nominee to observe and perform the covenants conditions and obligations on the part of the Transferee in favour of the Estate Management Company under this Transfer and if called upon to do so the Transferee shall

release the Estate Management Company from all its obligations under this Transfer to the intent that no right of action shall from the date of the appointment of the Nominee subsist as between the Transferee and the Estate Management Company.

8. If a Nominee is appointed pursuant to the terms of this Transfer then the Transferee will join with the owners of other dwellings on the Estate in arranging for the substitution of the Estate Management Company by the Nominee including (without limitation) entering into a deed of covenant whereby the Nominee agrees to observe and perform the covenants and obligations of the Estate Management Company under this Transfer and the Transferee agrees to observe and perform the covenants and obligations of the Transferee under this Transfer

SCHEDULE 5
Terms of Deed of Covenant

"I/We..... of ..... as the transferee of the land and premises ("the Premises") known as..... pursuant to a transfer of even date herewith and executed contemporaneously herewith **HEREBY COVENANT** with [ ] pursuant to the terms of the Transfer ("the Principal Deed") dated the ..... 202 made between Devine Homes PLC (1) [ ] (2) and The Gallops (Sandygate Lane, Lower Beeding) Management Company Limited (3)

(a) at all times to observe and perform the covenants on the part of the Transferee contained in the Principal Deed in relation to the Premises and

(b) to enter a restriction on the title of the Premises in the form prescribed in Clause 2 of the Principal Deed

IN WITNESS whereof the Covenantor has executed this Deed the day and year first before written"

SCHEDULE 6
Agreements and Declarations

1. The Transferee shall not by virtue of this Transfer acquire or be entitled to any easement or right of light or air which would prejudice the free use or enjoyment of any adjoining or neighbouring land now or within the Perpetuity Period belonging to the Transferor for building or other purposes and that any enjoyment of light or air had by the Transferee from or over any adjoining or neighbouring land shall be deemed to be had by licence or consent and not as of right

2. Any wall separating the dwellinghouse on the Property from any adjoining buildings erected on the Estate shall be deemed to be a party wall and shall be maintained and repaired accordingly

3. All Estate Conduits and other matters (if any) now used or

intended to be used and enjoyed in common by the owners and occupiers for the time being of the Property 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 (according to user) of the owners of the land entitled to use the same

4. It is agreed and declared between the parties to this Transfer that nothing contained in this Transfer shall be deemed to constitute a building scheme nor to restrict the right of the Transferor to release or vary the covenants on the part of the Transferee or the conditions contained in any transfer of any part of the Estate and that so far as concerns the Transferee the Transferor shall be at liberty to vary the manner in which the Estate or any part of it is proposed to be laid out so far as concerns any part or parts of it not transferred by this Transfer and generally to deal with and act in relation to the Estate as it shall consider proper without the consent of the Transferee and without in any way prejudicing the covenants by the Transferee contained in this Transfer

5. The Estate Management Company shall not be liable or responsible for any loss or damage suffered by the Transferee or any visitor or employee of the Transferee or any other person including any other person occupying the Property to themselves their personal effects or to the Property by reason of any act neglect or default of any agent contractor employee or licensee of the Estate Management Company or by reason of theft or otherwise from any part of the Estate except insofar as any such liability may be recovered by the Estate Management Company under insurance effected by it

6. Not used

7. The Transferee shall not be entitled to any easement or quasi-easement to which the Transferee might otherwise be entitled by reason of the adjoining or neighbouring property being in the ownership of the Transferor other than such rights and easements as are specifically granted by Schedule 1 hereto

8. The provisions of Section 62 of the Law of Property Act 1925 are excluded from this Transfer

9. Any covenant by the Transferee not to do any act matter or thing shall be construed as including a covenant by the Transferee not to permit such act matter or thing to be done

10. The expression "the Transferee" shall include the masculine the feminine the singular and the plural and where two or more persons are referred to by that expression all covenants and agreements made by or with them shall be deemed to be made by or with them jointly and severally

11. Reference to "the Transferor" "the Transferee" and "the Estate Management Company" shall include their successor in title

12. The Transferor and the Estate Management Company hereby

declare that no rentcharge for the purposes of the Rentcharge Act 1977 is intended to be created and that the Transferor and the Estate Management Company shall not be entitled to any remedies contained within Section 121 Law of Property Act 1925 PROVIDED ALWAYS that nothing shall prevent the recovery of the Service Charge by way of an action in debt

13. The land transferred is held by Saxon Weald, an exempt charity

SCHEDULE 7
Part I
Services to be provided by the Estate Management Company to the Estate Common Parts

In this Schedule (except where otherwise stated) any reference to "the Estate" shall be a reference to all those parts of the Estate which do not comprise all houses within the Estate nor does it include any garages within the Estate

1. To maintain and keep in good and substantial repair and condition and where necessary to renew rebuild or replace all Estate Conduits in under or upon the Estate except to the extent that the maintenance or repair thereof shall be the responsibility of the Transferee or the owners or occupiers of any other parts of the Estate

2. To install maintain and where necessary replace any security and/or surveillance and/or alarm systems and/or vehicle recognition system as the Estate Management Company shall deem necessary

3. To supply and repair or replace the fire extinguishers and such other fire fighting equipment in the Estate and such fire alarm system as the Estate Management Company shall deem necessary and to arrange for the monitoring thereof as the Estate Management Company shall deem appropriate

4. To maintain insurance against public liability and third party claims resulting from the use of the Estate and to effect all other insurances as the Transferor or the Estate Management Company deem requisite or necessary acting always in accordance with the principles of good estate management

5. To employ such persons as the Estate Management Company shall in its reasonable discretion decide in order to provide the services and perform the duties of the Estate Management Company set out in this Transfer and to appoint a managing agent surveyor accountant and/or auditor to perform any of the Estate Management Company's obligations at such remuneration as the Estate Management Company shall reasonably think fit

6. To provide maintain repair and renew directional signs and other notices on the Estate and to install maintain and repair any barrier and/or security gates regulating access to the Estate

7. To contribute towards the repair maintenance renewal rebuilding lighting or cleaning of any Estate Conduits or any other matter

which may be used by the Estate in common with any other premises

8. To enter into any maintenance, hiring, leasing or other similar agreement in respect of the matters referred to in this Schedule as the Estate Management Company shall deem appropriate

9. To maintain the landscaped areas within the Estate Common Parts to include obtaining the appropriate consents to any works required to be undertaken to any trees which are subject to a Tree Preservation Order

10. To provide and maintain any other services which the Transferor or the Estate Management Company shall in their reasonable discretion decide are desirable for the benefit of the users or occupiers of the Estate acting always in accordance with the principles of good estate management

11. To maintain the Estate Common Parts

Transferor Covenants
Schedule 8

The Transferor covenants with the Transferee as follows;

1. That the Transferor will require every person to whom it shall transfer any residential dwelling to covenant to observe the covenants restrictions and stipulations contained within this Transfer to the extent that they are applicable to such dwelling

2. The Transferor shall permit the Estate Management Company and its agents and contractors (with or without machinery tools equipment and materials) to have access to the Estate as required to enable the Estate Management Company to fulfil its obligations under this Transfer

3. If the Estate Management Company ceases to exist of at any time or defaults in the performance of any of the covenants or obligations on its part herein contained then the Transferor covenants to (without prejudice to any other right or remedy of the Transferor against the Estate Management Company or any other person) perform the said covenants and obligations on the part of the Estate Management Company as are contained within this Transfer until the appointment of a successor to the Estate Management Company and in such circumstances the Transferee shall on demand pay the Transferee's Contribution to the Transferor

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

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

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Executed as a Deed by **DEVINE HOMES PLC** acting by a director in the presence of:

Director

Signature of Witness

Name (in BLOCK CAPITALS)

Address: .....

.....

.....

Executed as a Deed by **THE GALLOPS (SANDYGATE LANE, LOWER BEEDING) MANAGEMENT COMPANY LIMITED** acting by a director in the presence of:

Director

Signature of Witness

Name (in BLOCK CAPITALS):

.....

Address: .....

.....

.....

Executed as a Deed by
affixing the common seal of

SAXON WEALD

in the presence of:

[redacted] .....

Authorised Signatory

[redacted] .....

Authorised Signatory

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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