

LAND REGISTRATION ACTS, 1925 to 1966.

(Transfer of Part)

COUNTY : CHESHIRE.
PARISH OR PLACE : CUDDINGTON
TITLE NO. : CH 59876
PROPERTY PLOT NO. : DELAMERE PARK ESTATE.

1. of One thousand nine hundred and
seventy

IN CONSIDERATION of
(£) (the receipt whereof is hereby acknowledged)

WHELMAR LIMITED of 50 East Fettes Avenue, Edinburgh, Scotland,
(hereinafter called "the Vendor") as BENEFICIAL OWNER
HEREBY TRANSFERS to

of

(hereinafter called "the Purchaser" which expression shall
where the context so admits include his successors in title
to the land hereby transferred) the piece of land shown and
edged with red on Plan A annexed hereto (such plan being
hereinafter called "Plan A") such land being known as
No.

aforesaid and being hereinafter called "the premises" and
being part of the land comprised in the Title above referred
to TOGETHER WITH the rights set out in Part 1 of the First
Schedule hereto EXCEPT AND RESERVING unto the Vendor and its
successors in title as set out in Part 2 of the same Schedule.

2. IT is hereby agreed and declared that all walls and
fences separating the premises from adjoining land on the
estate are party walls and fences (save as otherwise
indicated by "T" marks on Plan A) and shall be used and
maintained as such.

3. IT being the intention that the expenses of maintaining
and administering the amenity lands (as hereinafter defined)
shall in due course be divided according to the number of
dwellings erected on the Estate (as hereinafter defined)
the Purchaser HEREBY COVENANTS with Delamere Park Management
Limited, Whelmar House, Holden Road, Leigh, Lancashire, (hereinafter
called "the Company") that he will from time to time on demand
pay to the Company or as it shall direct an equal share per
dwelling with all other owners of a dwelling on the Estate of
the cost and expenses incurred or to be incurred (estimated or
otherwise) of and incidental to (a) the management and
administration of the Company (excluding any Director's fees)
(b) managing insuring maintaining upholding cleansing repairing

and renewing (i) those lands which the Vendor shall by notice in writing given from time to time within 21 years of the date hereof declare to be lands for the communal enjoyment of purchasers of properties on the Estate (as hereinafter defined) such lands (hereinafter called "the amenity lands") being provisionally shown shaded green on Plan B annexed hereto (such plan being hereinafter referred to as "Plan B") and (ii) any buildings or facilities erected or construction for the communal enjoyment of purchasers on the amenity lands (c) performing and observing all obligations entered into by it in the terms of Clause 8 hereof.

PROVIDED always that the Purchaser shall be relieved of his obligations under this clause when a transferee from him shall have entered into a similar covenant with the Company and notice thereof in writing has been given to the Company but without prejudice to any antecedent liability of the Purchaser to the Company.

4. PRIOR to the date hereof the Vendor laid out an Estate (hereinafter called "the Estate") shown edged with a firm black line on plans under a scheme of development and caused a plan (of which Plan A is an extract) to be prepared showing the Estate divided into numbered lots for such purposes and has caused to be prepared a common form of Transfer (being substantially in the same form as this Transfer) containing divers stipulations to be observed by the Owners for the time being of each of those lots AND the Purchaser hereby covenants with the Vendor and all other person claiming under it as purchasers of any part of the Estate with the object and intent of binding the premises into whosesoever hands the same may come and for the benefit of the Estate other than the premises that he the Purchaser will at all times hereafter observe and perform the restrictions conditions and stipulations set out in the Second Schedule hereto.

5. AND it is hereby expressly declared by the Vendor and by the Purchaser that it is their intention and the Purchaser purchases upon the express understanding that each purchaser of a lot on the Estate is to have the benefit of the restrictions conditions and stipulations binding on all other lots forming part of the Estate whether such lots are sold to the respective purchasers of them before or after the date of the transfer by the Vendor to each such purchaser.

6. PROVIDED always that the Vendor shall have power while any of the lots within the Estate are unsold to vary the lotting of the unsold parts of the Estate.

7. THE purchaser so as to bind the premises and so that the same shall enure for the benefit of the tank site on the Estate and the business of suppliers of domestic oil fuel carried on thereon hereby covenants with the Vendor that the Purchaser and his successors in title will not allow the premises to be used for the storage of oil fuel for the Heating System now or hereafter installed in the dwelling house hereby transferred.

8. IN consideration of the covenant on the part of the Purchaser hereinbefore contained the Company hereby COVENANTS with the Purchaser:-

- (i) that it will maintain the garden grounds forming part of the amenity lands in accordance with a scheme of landscaping with lawns flower beds shrubs and trees
- (ii) that it will maintain properly repaired and cleansed (a) the roads and footpaths on the Estate and keep the same properly lit in so far as such roads and footpaths are not maintainable at public expense (b) any buildings or other facilities erected or construction for the communal enjoyment of Purchasers on the amenity lands (c) the sewers and drains under the amenity lands and serving the premises insofar as the same are not maintainable at the public expense.
- (iii) that it will within fourteen days of the production to it of a Transfer containing a covenant by the transferee in the terms of Clause 3 hereof give a certificate in accordance with Clause 9 hereof and will (at the expense of such transferee) enter into a fresh covenant with such transferee in the terms of this Clause.

9. AND we the Vendor and the Purchaser hereby apply to the Chief Land Registrar (1) to enter notice of the said covenants restrictions stipulations exceptions and reservations on the Register of Title of the land hereby transferred (2) to enter a restriction to the following effect against the Title of the land hereby transferred:

"Except under an Order of the Registrar no Transfer Lease or Assent by the proprietor of the land or his personal representative is to be registered unless a Certificate signed by the Secretary the Solicitor or a Director of Delamere Park Management Limited, Whelmar House, Holden Road, Leigh, Lancashire, has been furnished that such Transfer Lease or Assent does not contravene any of the provisions of the Transfer of the land in this title dated 27th October, 1971 referred to in Entry Number two of the Charges Register"

10. 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 £

THE FIRST SCHEDULE ABOVE REFERRED TO

(Part 1)

(Rights Granted to the Purchaser)

Subject to the payment by the Purchaser of the payments under Clause 3 of this Transfer:-

1. The right of way in common with all others entitled to the like right to and from the premises (a) with or without vehicles over such of the roads and driveway (if any) serving the premises or any part thereof shown on Plan A as are not at the date of this Transfer dedicated as Public Highways (b) on foot only over and along the footpaths shown on Plan A and approximately indicated on Plan B not at the date of this Transfer dedicated as a Public Right of Way and serving the premises or any part thereof.

2. The right to the running of water soil electricity telephone petroleum products and gas through the sewers drains pipes wires cables and conduits now laid or to be laid during the period (hereinafter called "the specific period") commencing on 1st day of January 1971 and enduring for 80 years (which said period shall be the perpetuity period applicable to this schedule) in the adjoining and neighbouring properties on the Estate.

3. The right to enter the adjoining and neighbouring properties on the Estate with or without workmen at any reasonable time for the purpose of inspecting and repairing the said sewers drains pipes wires cables and conduits and the premises the Purchaser making good all damage occasioned by the exercise of such right

4. The right to use for purposes of recreation the amenity lands and any buildings or other facilities thereon (so far as the same are capable of being put to such use) provided that the rights in this paragraph are subject also to the due observance by the Purchaser of the regulations for the time being made by the Company in respect of such lands or any of them

(Part 2)

(Exceptions and Reservations to the Vendor and its Successors in Title for the benefit of the remainder of the Estate or of any part or parts thereof)

1. The right to the running of water oil electricity telephone petroleum products and gas through the sewers drains pipes wires cables and conduits now laid or to be laid during the specific period in the premises.

2. The right to enter the premises with or without vehicles and workmen for the purposes of laying connecting inspecting and repairing the said sewers drains pipes wires cable and conduits and the adjoining or neighbouring properties the Vendor making good all damage occasioned by the exercise of such right

THE SECOND SCHEDULE ABOVE REFERRED TO

1. Nothing shall be done or suffered on the premises which shall be or grow to be an annoyance to any person in whom the benefit of any of the covenants contained in this Transfer shall at any time be vested.

2. Unless the consent in writing of the Vendor or its successors in title the owner or owners of the land for the time being remaining in the title above referred to shall first be obtained:

(i) the exterior appearance of the buildings walls fences and other erections now on the premises shall not hereafter be altered.

(ii) no additional buildings walls fences or other erections shall hereafter be constructed or maintained on the premises

(iii) no building on the premises shall be used for any purposes save that of a private residence for a single household and the garage for the garaging of private motor vehicles PROVIDED however that nothing in this paragraph shall preclude the members of a single household from agreeing between themselves to share the expenses of the household so long as no tenancy is created between them or any of them.

PROVIDED that as a condition for the giving of any such consent the Vendor or its said successors in title may require payment of the reasonable fees of its or their Solicitors and Surveyors in connection therewith

3. No washing or other articles shall be hung out on the outside of the premises on any Sunday or Bank or Public Holiday.

4. No caravan commercial vehicle or unroadworthy motor vehicle shall be kept or remain in front of the line of the existing building on the premises other than in the garage forming part of the premises.

5. No obstruction shall be placed on any driveway or on the amenity lands.

6. No part of the premises shall be used for the purpose of exhibiting any advertisement other than a Notice for the sale of the premises.

7. The right of way mentioned in paragraph 1 (b) of Part 1 of the First Schedule hereto shall not be exercised at any time when the Purchaser is or are in default in paying the contributions made requisite by Clause 3 of this Transfer.

8. The rights mentioned in paragraph 4 of Part 1 of the First Schedule hereto shall not be exercised at any time when the Purchaser is:

(i) in default in paying the contributions made requisite by Clause 3 of this Transfer, or

(ii) in breach of the regulations for the time being made by the Company referred to in the said paragraph

9. No transfer lease or assent in respect of the premises shall be executed unless it contains covenants by the person in whose favour it is executed in substantially the same terms as are contained in Clause 3 of this Transfer.

10. Nothing shall be done on the premises which will be an alteration to or departure from the overall landscaping scheme for the Estate as a whole

THE COMMON SEAL of WHELMAR LIMITED)
was hereunto affixed in the presence)
of :-)

Director

Secretary

THE COMMON SEAL of DELAMERE PARK)
MANAGEMENT LIMITED was hereunto)
affixed in the presence of:-)

Director

Secretary

SIGNED SEALED AND DELIVERED by)
the said _____)
in the presence of:-)