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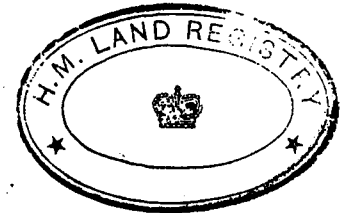
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H M LAND REGISTRY

OFFICE COPY

LAND REGISTRATION ACTS 1925 to 1971

TRANSFER OF PART



LONDON BOROUGH	:	WANDSWORTH
TITLE NUMBER	:	SGL 314418
PROPERTY	:	LAND ON THE SOUTH SIDE OF PORTSMOUTH ROAD PUTNEY HEATH

DATED *5th March 1985* *Price*

W H E R E A S GRANRISE DEVELOPMENTS LIMITED of Royco House Liston Road Marlow Buckinghamshire being the registered proprietor with absolute title of the land at Putney Heath comprised in the Title above mentioned is in course of developing the same as a residential estate to be known as Lynden Gate by the construction thereon of seventy dwellinghouses and seventy garages with the intention of selling the same freehold subject to an annual rent charge to defray the cost of maintaining and preserving the estate as a select private estate administered by an Amenity Company intended on final completion of the development to be controlled by the Residents

Recital

N O W

1. IN this Transfer:

Definitions

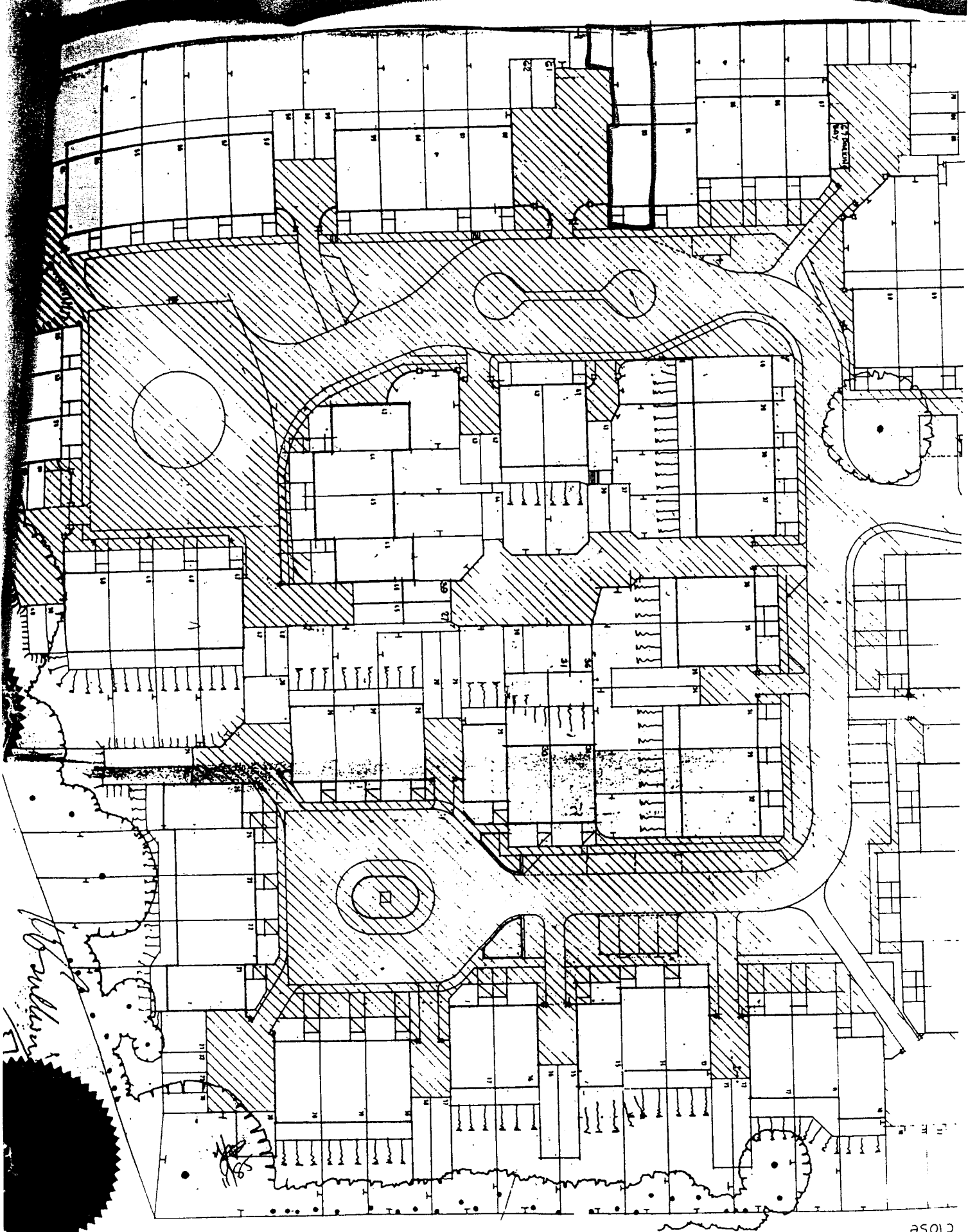
"the Estate" means all the land comprised in the above Title on the 1st April 1983

"the Amenity Company" means Lynden Gate Residents Limited whose registered office is at Royco House Liston Road Marlow Bucks and whose registered Company Number is 1733086

"the Plan" means the plan annexed hereto

"the Transferred Land" means the land transferred by this Transfer

"the Perpetuity Period" means the period of eighty years from 1st April 1983 (which period shall be the perpetuity period applicable for the purpose of this Deed)



close



"the Rent Charge" means the perpetual Estate Rent Charge specified in Part I of the Fourth Schedule intended to be reserved for the benefit of the Amenity Company

"the Transferor" is Granrise Developments Limited

"the Transferee" means the following person(s)

*RICHARD PAUL CROWLEY and MARY MADELINE CROWLEY both of
152 ICE VALLEY ROAD OSTERVILLE WA 98041 USA*

Reference to "the Transferred Land" shall be deemed to include a reference to all or any part or parts thereof references to "the Transferor" "the Amenity Company" and "the Transferee" to their respective successors in title and in the event of the Transferee comprising more than one person all covenants by the Transferee shall be deemed joint and several covenants on the part of such persons

2. IN CONSIDERATION of the sum of *Two Hundred and Fifteen Thousand* pounds (£215,000) paid to the Transferor by the Transferee (the receipt whereof is hereby acknowledged) and of the covenants on the part of the Transferee hereinafter contained the Transferor as Beneficial Owner HEREBY TRANSFERS to the Transferee the land situate on the Estate and shown edged red on the plan (with the dwellinghouse and garage recently erected thereon or on same part thereof) being Plot Number _____ on the Estate and being part of the land comprised in the title above referred to TOGETHER WITH the rights and liberties set out in the First Schedule hereto but EXCEPT AND RESERVED (or insofar as the same rights do not already exist) EXCEPTING AND RESERVING the rights and liberties set out in the Second Schedule hereto and RESERVING out of the transferred land to the Amenity Company the Rent Charge

Transferee's
Covenants
in Part I
3rd Schedule

3. THE TRANSFEEE so as to bind the transferred land into whosever hands the same may come and all persons who now or may hereafter become entitled to any estate or interest in the transferred land and for the benefit and protection of the remainder of the Estate and each and every part thereof HEREBY COVENANTS with the Transferor to perform and observe the restrictions and stipulations set out in Part I of the Third Schedule hereto

Further
covenants
by Transferee

4. THE TRANSFEEE hereby further COVENANTS with the Transferor and as a separate covenant with the Amenity Company:

- (a) that the Transferee will at all times hereafter maintain in good and substantial repair and condition the boundary fences of the transferred land (if any) marked with a 'T' inside the boundary on the plan and
- (b) that the Transferee will at all times hereafter pay the whole of the cost of maintaining and repairing cleansing

and renewing the sewers pipes drains gutters channels conduits wires cables and eaves referred to in the Schedules hereto intended for the sole accommodation of the transferred land and a fair proportion of such cost in respect of such of the same as are intended for the joint accommodation of the transferred land and any other part of the Estate

Transferees
covenants
with Amenity
Company

5. THE TRANSFEREE HEREBY COVENANTS with the Amenity Company to observe the covenants contained in Parts I and II of the Third Schedule hereto

Amenity
company
covenant

6. THE AMENITY COMPANY hereby covenants with the Transferee and his successors in title to observe the covenants contained in Part II of the Fourth Schedule

Transferors
covenants

7. THE TRANSFEROR hereby covenants with the Transferee as follows namely

- (1) to pay or reimburse to the Amenity Company the cost to that Company of performing and observing its obligations under Part II of the Fourth Schedule to this Transfer in respect of the period prior to the 1st day of January 1985 and thereafter to be under the like liability in respect of so much of the Amenity Company's expenditure as shall not have become an obligation of a purchaser or transferee of a freehold dwellinghouse on the Estate or of such purchaser's or transferee's successor in title
- (2) that every Transfer of a freehold dwellinghouse of the Estate shall be in the like form so far as applicable as their Transfer

8. THE TRANSFEROR the Amenity Company and the Transferee HEREBY APPLY to the Registrar to enter in the Registers of the relevant registered titles such (as) the rights reservations covenants provisos and conditions contained in this Transfer as are capable of registration

9. IT IS HEREBY AGREED AND DECLARED:

- (a) That the Transferee and his successor in title shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any other part of the Estate or any other adjoining or neighbouring land of the Transferor and the Transfer hereby effected shall not be deemed or construed to imply the grant of any such easement or rights or of any other easement or right save those expressly mentioned herein
- (b) The Transferor shall be at liberty as it sees fit to effect any modification to its proposals for the layout or development of any part of the Estate and the Amenity

Company shall be at liberty as it sees fit to modify or release any covenant or restriction relating to or affecting the transferred land or any adjoining or neighbouring land or premises forming part of the Estate at whatever date imposed

- (c) The walls (if any) dividing the dwellinghouse and/or garage on the transferred land from any adjoining dwellinghouse and/or garage on the Estate are party walls and shall be maintained and repaired accordingly at the equally shared expense of the respective party owners
- (d) The marginal notes shall not affect the interpretation of this Deed

10. THE TRANSFEREES declare that the survivor of them can/cannot give a valid receipt for capital money arising on a disposition of the land hereby transferred

THE FIRST SCHEDULE

The following rights and liberties are included in this Transfer namely:

- (a) the right (subject to such payment as is mentioned in Clause 4(b) of this Deed) to the full and free passage and running of gas water soil electricity telephone radio television and electronic or other signals or impulses through the sewers pipes drains gutters channels conduits wires and cables (if any) now or within the perpetuity period constructed on over or under any other part of the Estate and intended for the accommodation of the transferred land or for the joint accommodation of the transferred land and any other part of the Estate
- (b) the right (subject to such payment as aforesaid) to maintain and use any eaves gutters or other parts of the dwellinghouse and garage erected on the transferred land which overhang any other part of the Estate
- (c) the right (on giving forty eight hours prior notice save in case of emergency) to enter on any other part of the Estate at all reasonable times to the extent requisite for the purpose of inspecting testing repairing cleansing renewing or repairing all such sewers pipes drains gutters channels conduits wires cables and overhanging parts as aforesaid and the roof or external walls (if any) of the dwellinghouse and garage on the transferred land constructed within six feet of its boundaries the Transferee or his successors in title forthwith making good all damage thereby caused

(d) a right of way in common with the Transferor and all persons authorised by it for all purposes connected with the beneficial user of the transferred land over and along the roads footpaths and garage forecourt areas on the Estate until (if ever) the same or any part thereof become repairable at the public expense

(e) the right (in common with all others similarly entitled) for the Transferee the owners and occupiers of the transferred land and the family visitors servants agents licencees and invitees of such persons to use in accordance with such reasonable regulations as the Amenity Company or the Transferors may from time to time impose

(i) for proper recreational purposes only the amenity land and facilities of the Estate not included in the roads footpaths and garage forecourt areas

(ii) for the appropriate purposes connected with the beneficial user of the transferred land all such services installations or facilities as are provided by the Amenity Company (or by the Transferors on its behalf) pursuant to the provisions of the Fourth Schedule to this Transfer

PROVIDED always that the enjoyment of the above rights shall at all times be subject to the payment of the Rent Charge and to the observance and performance by the Transferee or his successors in title of the covenants on the part of the Transferee herein contained and so that the above rights shall not be exerciseable while there are any outstanding arrears of the Rent Charge or any subsisting breach of such covenants

THE SECOND SCHEDULE

EXCEPT AND RESERVED unto the Transferors and its successors in title and all others authorised by them (including in particular the Amenity Company) and the owners and occupiers for the time being of the adjoining and neighbouring properties part of the Estate

(1) The right (subject to the persons exercising the same making such corresponding payment mutatis mutandis as is mentioned in Clause 4(b) of this Deed) to the full and free passage and running of gas water soil electricity telephone radio television and electronic or other signals or impulses through the sewers pipes drains gutters channels conduits wires and cables (if any) now or within the perpetuity period

constructed on over or under any part of the transferred land and intended for the accommodation of any other part of the Estate or for the joint accommodation of such other part of the Estate and the transferred land

(2) The right (subject to such payment as aforesaid) to maintain and use any eaves or gutters or other parts of any house or garage on the Estate which overhang the transferred land

(3) The right (on giving forty eight hours prior notice save in case of emergency) to enter on the transferred land and any part thereof for the purpose of inspecting testing repairing cleansing constructing connecting to renewing or replacing

(a) any such sewers pipes drains gutters channels conduits wires cables and overhanging parts as aforesaid

(b) any external walls or the roof of any dwellinghouse or garage constructed on any other part of the Estate within six feet of the boundaries of the transferred land

(c) with or without workmen scaffolding and equipment for the purpose of decorating or maintaining the exterior of the house or garage on the transferred land and

(d) with or without workmen for the purpose of providing constructing and installing any equipment services installations or facilities as are required for the purpose of providing any service or facility by the Amenity Company pursuant to the provisions of the Fourth Schedule to this Transfer the Transferor or its successors in title forthwith making good all damage thereby caused

THE THIRD SCHEDULE - PART 1

(1) Not to do or permit to be done upon the transferred land or any part thereof any act or thing which may be or become a nuisance damage or annoyance to the Transferor its successors in title or the neighbourhood

(2) Not to use the transferred land otherwise than as a single private dwellinghouse in the occupation of a single family or the professional residence of an Accountant Dentist Medical Practitioner or Solicitor and so that no trade business or manufacture whatever shall be carried on

(3) (a) Not to erect any building on the transferred land or any part thereof nor to make any addition or alteration to any building (after erection) otherwise than in accordance with the plans elevations and specifications to be first submitted

to and approved in writing by the Amenity Company in its absolute discretion who shall be paid a fee of Twenty five pounds or such greater amount as may be reasonable together with V.A.T. thereon on any application for any such approval

(b) Not to paint or decorate the exterior of the house or garage erected on the transferred land but to permit entry by the Amenity Company onto the transferred land for such purposes as herein provided

(4) Not to place or permit to be placed any temporary erection or structure of any kind upon the transferred land or any part thereof

(5) Not to place or permit to be placed upon the transferred land any caravan house on wheels trailer boat commercial vehicle horse box of any kind so as to be visible from the road or any adjoining property

(6) Not without the consent of the Amenity Company to keep any animal on or in the transferred land other than a domestic dog or cat

(7) Not to erect any advertisement boards or notices on the transferred land other than usual 'For Sale' boards or professional name plates nor affix any aerial (for the reception or transmission of radio or television signals or for any other purpose) to the exterior of the house or garage nor erect any such aerial on the transferred land

(8) Not to obstruct any of the roads footpaths parking spaces or garage forecourts or access ways of the Estate nor to damage or destroy any part of the roads footpaths parking spaces garage forecourts driveways or amenity lands and facilities of the Estate or the walls fences or other boundary features thereof any structure or apparatus erected in on or under the Estate or any part thereof or any plant flower tree or shrub growing thereon

(9) Not to do or permit to be done on the transferred land anything which may be a breach of the Planning Consent for the construction of the dwellinghouse and garage now erected on the transferred land

THE THIRD SCHEDULE - PART II

- (10) (a) To pay the Rent Charge at the time specified for payment pursuant to the provisions of the Fourth Schedule to this Transfer
- (b) If any instalment of the Rent Charge or any part thereof shall not be paid on the due date to pay by way of additional Rent Charge interest from the due date until actual payment (both after as well as before any judgement) at a rate equal to four

per cent per annum above the base rate of Barclays Bank plc from time to time in force Provided that if there shall cease to be any such base rate interest shall thenceforth be payable at such other rate as the Amenity Company shall reasonably require

- (11) (a) Not to transfer the transferred land without
- (1) simultaneously effecting a transfer of the Transferees share in the Amenity Company in accordance with the requirements of its Articles of Association and
 - (2) simultaneously procuring that the successor in title of the Transferee enters into a Deed with the Amenity Company whereby such successor in title shall covenant (jointly and severally where the successor in title consists of more than one person) that such successor in title and his successors will thenceforth pay the Rent Charge and observe and perform the covenants on the part of the Transferee herein contained (including the obligations under this sub-clause) such Deed to be in such form as the Amenity Company shall so require and so that where the Transferee or any successor in title shall duly procure the execution of such Deed that person shall thenceforth be released from all further personal liability (other than any accrued liability) in respect of the Rent Charge or in respect of the said covenants
- (b) To ensure that upon any devolution of the legal estate in the transferred land the Transferees share in the Amenity Company is vested in the owner of the transferred land in accordance with the Company's Articles of Association
- (12) Within twenty one days of any devolution of the legal estate in the transferred land or any part thereof (the date of execution of any transfer or other assurance being treated as the effective date of such devolution) to notify the Amenity Company of such devolution and of the person henceforth liable for payment of the Rent Charge and procure to be delivered up to the Amenity Company the Deed of Covenant (duly stamped) referred to in Clause II(a) above and to pay to the Amenity Company a registration fee of Ten Pounds plus V.A.T. or such higher fee as may be reasonably required by the Amenity Company

THE FOURTH SCHEDULE - PART 1

The Rent Charge shall be such sum as shall amount to the appropriate fraction as hereafter defined of the total expenditure incurred or to be incurred by the Amenity Company in and about the performance of its obligations pursuant to this Transfer calculated and notified to the Transferee in accordance with paragraph 3 of Part II of this Schedule and shall be payable free from all deductions within fourteen days of demand

"the appropriate fraction" means

- (a) in the case of expenditure on the exterior decoration of houses on the Estate which included the exterior decorations of the house on the transferred land a fraction of which the numerator is one and the denominator the aggregate of the number of houses decorated
- (b) in the case of expenditure on the exterior decoration of garages on the Estate which includes the exterior decoration of the garage on the transferred land a fraction of which the numerator is one and the denominator is the aggregate of the number of garages decorated
- (c) in the case of all expenditure other than on the exterior decoration of houses or garages on the Estate a fraction of one seventieth (1/70th) Provided that until completion of all seventy of the proposed houses on the Estate there shall be substituted for the fraction of one seventieth the fraction of which the numerator is one and the denominator is the number of such houses which shall have been completed

PROVIDED ALWAYS that no Rent Charge shall be payable in respect of expenditure incurred prior to the first day of January 1985

THE FOURTH SCHEDULE - PART II

1. (a) to maintain repair renew as necessary and cleanse such of the roads footpaths and parking spaces of the Estate as are not from time to time adopted or otherwise maintainable at the public expense
- (b) To maintain repair renew as necessary decorate landscape cultivate and cleanse the garage forecourts and driveways and amenity areas of the

Estate and the gate house and other structures and the gate walls fences or other boundary features of the same (so far as they are vested in the Transferor or the Amenity Company) and any structure or apparatus from time to time erected or standing in on or under the same or any part thereof

- (c) To redecorate (in such colour or colours as shall from time to time be determined by the Amenity Company) at such times as the Amenity Company shall think fit but not less than once in each three years the exterior of each of the houses and garages on the Estate (including the house and garage on the transferred land)
- (d) To maintain repair renew as necessary the lighting of the roads footpaths parking spaces garage forecourts and driveways and amenity areas of the Estate to the extent only that such lighting is not provided ^{as} public expense
- (e) To insure to such extent as may be reasonable against damage or destruction any part of the roads footpaths parking spaces garage compounds and amenity areas and all structures or apparatus from time to time standing or erected thereon and against property owners and occupiers and public liability risks arising therefrom
- (f) To pay any rates taxes or other outgoings chargeable in respect of any part of the Estate vested in the Transferor or the Amenity Company (excluding any house or garage or land forming the curtilage thereof or any land to form the site or curtilage of any proposed house or garage but including the gate house)
- (g) To carry out and provide and maintain repair and renew as necessary such further services for the benefit of the Estate (but not solely for the benefit of any individual house or flat thereon save as mentioned in this schedule) as may seem appropriate and in particular but without prejudice to the generality of the foregoing to purchase or hire equipment for use for the benefit of residents of the Estate and to provide such communal facility or entry phone system controlling the entrance gates to the Estate as the Transferor or the Amenity Company shall deem appropriate
- (h) To make and enforce such regulations for the good management and conduct of the amenity areas and the Estate as may from time to time seem appropriate

2. The Amenity Company may in and about the discharge of its obligations under this Schedule employ such porters servants gatekeepers agents or contractors as it may deem necessary and in the event of employment of any resident servant pay provide such employee with such accommodation in or about the Estate as may seem appropriate

3. The Amenity Company shall prepare or cause to be prepared an annual statement showing the estimated costs during the ensuing financial period (not normally exceeding one year) of meeting its obligation under paragraphs 1 and 2 of this Schedule and of providing for

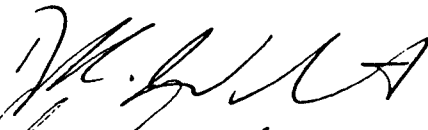

- (i) the management and administration of the Amenity Company including all fees or commissions payable to any agents) and interest and other charges on any borrowings for the purposes of meeting its said obligations
- (ii) all or any outgoings payable by the Amenity Company in respect of any part of the Estate not vested in the owner of any house thereon
- (iii) the creation of such reserves or sinking funds against future liabilities as it may seem prudent and desirable and shall deliver or send a copy thereof to each house on the Estate together with a demand for the payment of the proportionate part of such total estimated cost attributable to the owner of each house PROVIDED THAT in the event that the actual costs incurred by the Amenity Company (including sums set aside for the creation of reserves or sinking funds aforesaid) shall exceed the total sums recovered as a result of the making of such demands the Amenity Company may prepare and serve a supplemental statement and demand for payment relating to such deficit and the said statement shall take into account any surplus of the total sums so recovered in the previous financial period over the actual costs so incurred in that period

4. As and from the ultimate date (as defined in its Articles of Association) the Amenity Company (unless not less than three quarters of its members shall otherwise so resolve) shall in the discharge of all its obligations under this Schedule comply with the provisions of Schedule 19 to the Housing Act 1980 (or any statutory amendment or re-enactment thereof) as if the Rent Charge were a service charge within the meaning of that Schedule as if the Schedule applied to the transferred land (whether or not it does so in fact) as if the land and premises specified in paragraph 1 sub paragraphs (a) and (b) of this Schedule constituted the building and as if the seventy houses

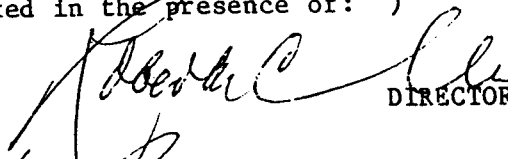

comprised in the estate were each a flat in that building and as if the Amenity Company and each of the owners of those houses were respectively "landlord" and "tenant" for the purpose of the said Schedule 19

PROVIDED that this paragraph shall cease to apply if any amendment or re-enactment of the said Schedule 19 of the said Act shall come to apply to this present Schedule

THE COMMON SEAL OF GRANRISE)
DEVELOPMENTS LIMITED was)
hereunto affixed in the)
presence of:)

 DIRECTOR
 SECRETARY

THE COMMON SEAL OF)
LYNDEN GATE RESIDENTS)
LIMITED was hereunto)
affixed in the presence of:)

 DIRECTOR
 SECRETARY

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