

WE HEREBY CERTIFY THIS TO BE A TRUE AND ACCURATE COPY OF THE ORIGINAL.

*Davies & Partners*  
DAVIES & PARTNERS

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1986

TRANSFER OF FREEHOLD LAND (PART)



COUNTY & DISTRICT : WILTSHIRE : THAMESDOWN

TITLE NUMBER : WT 60570

PROPERTY : Block 3  
Amber Court  
Colbourne Street  
Swindon

DATED : 28 February 1988

1. In consideration of One Pound (£1.00) the receipt whereof is hereby acknowledged WESTBURY HOMES (HOLDINGS) LIMITED whose registered office is situate at Westbury House Lansdown Road Cheltenham in the County of Gloucester (hereinafter called "the Transferor") as beneficial owner hereby transfers to AMBER COURT MANAGEMENT (NO. 3) whose registered office is at 33/37 Brunswick Road Gloucester (hereinafter called "the Transferee") the land and buildings erected thereon or on some part thereof (hereinafter called "the Property") shown and edged red on the plan annexed hereto being part of the land comprised in the title above mentioned and being Block 3 on the Transferor's Amber Court Estate (hereinafter called "the Estate" which expression shall in this Transfer mean all the land now or formerly comprised in the said title number) at Colbourne Street Swindon Wiltshire TOGETHER WITH the rights and easements set out in the First Schedule hereto EXCEPT AND RESERVING the rights and easements set out in the Second Schedule hereto but subject to the leases of Plots 50 to 61 inclusive

2. The Transferee to the intent and so as to bind the Property into whosoever hands the same may come hereby covenants with the Transferor for the benefit of the Estate and each and every part thereof to observe and perform the restrictions stipulations covenants conditions and other matters set out in the Third Schedule hereto

3. The Transferee for the purposes only of affording to the Transferor a full and sufficient indemnity hereby further covenants with the Transferor that the Transferee and those deriving title under it will at all times hereafter observe and perform the covenants referred to in the conveyances listed in the Fourth Schedule hereto so far as the same are still subsisting and capable of being enforced and relate to the Property, and will so far as aforesaid indemnify the Transferor against all actions proceedings costs claims and demands resulting from their future breach non-observance or non-performance

4. The Transferor hereby covenants with the Transferee that the Transferor will construct the roads and footpaths within the Estate which abut the Property to the satisfaction of the Local Authority and will maintain the same in good repair and condition until the same are taken over and adopted by the said Local Authority and will indemnify the Transferee from and against all charges costs and expenses incurred in respect thereof PROVIDED ALWAYS that this covenant shall not relate to any land transferred or to be transferred to the owner of any individual plot on the Estate

5. IT IS HEREBY AGREED AND DECLARED as follows:-

(a) The Transferee shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of the Estate or any part thereof for building or other purposes

(b) The Transferor shall be at liberty to modify waive or release all or any restrictions stipulations covenants conditions and other matters relating to any other part of the Estate whether imposed or entered into before or at the same time or after the date hereof and the Transferor shall not in any way be bound by the layout or general scheme of the development of the Estate as may be shown on any plans at any time prepared in regard to the Estate and it may from time to time alter such layout or scheme of development in any such manner as it may deem fit PROVIDED THAT the Transferor will at all times comply in all respects with the planning permission and building regulation consent granted relating to the Property

(c) Any boundary markers walls and fences dividing the Property from any adjoining numbered plot included in the Estate are party boundary markers walls and fences and maintainable and repairable accordingly. Where such boundary markers walls and fences do not adjoin other numbered plots included in the Estate they shall be the responsibility of the Transferee

(d) Any walls pipes chimney stacks gutters roofs and other things (hereinafter collectively called "structures") used in common by the Property and any adjoining Property included in the Estate or existing in on or under one of such respective properties and used for the benefit of both of them shall be party structures and maintainable and repairable accordingly

(e) Where the context so admits the expressions "the Transferor" and "the Transferee" shall be deemed to include the successors in title of the Transferor and the Transferee respectively

6. The Transferor and the Transferee hereby apply to the Registrar to enter in the Register such of the said rights and easements exceptions and reservations restrictions stipulations covenants conditions and other matters as are capable of registration

7. 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 £30,000.00

### THE FIRST SCHEDULE (Rights and Easements Granted)

1. The full right for the Transferee in common with all others entitled thereto:-

(a) at all times and for all reasonable purposes to pass and repass with or without vehicles over the roads and footpaths forming part of the Estate PROVIDED ALWAYS that there is reserved nevertheless to the Transferor the right to deviate alter or stop up any projected road or footpath on any part

of the Estate so far as the same shall not be co-extensive with the Property or in actual use as an access from the Property to the nearest public highway

(b) to the free passage and running of water soil gas and electricity and other services from and to the Property through and along the sewers and drains ditches watercourses gutters pipes wires cables mains and ancillary works (hereinafter collectively referred to as "the services") now or within the period of eighty years from the 15th day of January 1987 (which period shall be the perpetuity period applicable hereto and is hereinafter referred to as "the specified period") laid or to be laid in on under or over the adjoining and neighbouring land forming part of the Estate TOGETHER WITH the right to enter upon the said adjoining and neighbouring land for the purpose of laying inspecting repairing maintaining and renewing the services and making connection thereto the person or persons exercising such right making good all damage occasioned thereby

2. The right for the eaves gutters and foundations of the Property to protrude into or over any adjoining plots on the Estate and the right to enter upon the said adjoining plots for the purpose of repairing maintaining and decorating the Property the person or persons exercising such rights making good all damage occasioned thereby

3. The right of support for the Property from any adjoining property dwelling or structure erected or to be erected during the specified period on any adjoining land included in the Estate

#### THE SECOND SCHEDULE

(Exceptions and Reservations)

1. The full right for the Transferor and all persons authorised by it including in particular the Local Authority and any other local or statutory authority or body concerned therewith to the free passage and running of water soil gas and electricity and other services from and to the remainder of the Estate through and along the services now or within the specified period laid or to be laid in on under or over the Property TOGETHER WITH

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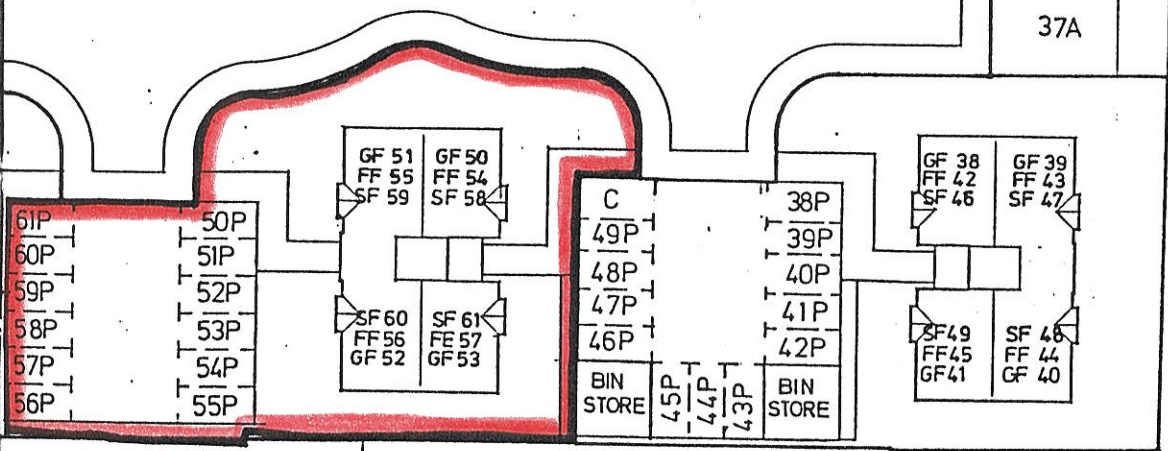
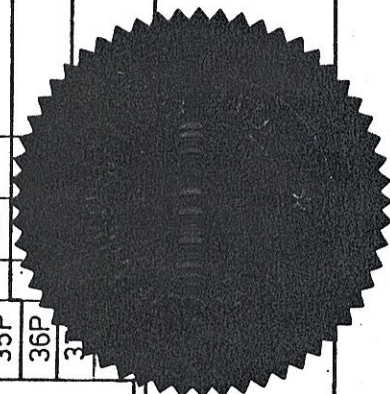
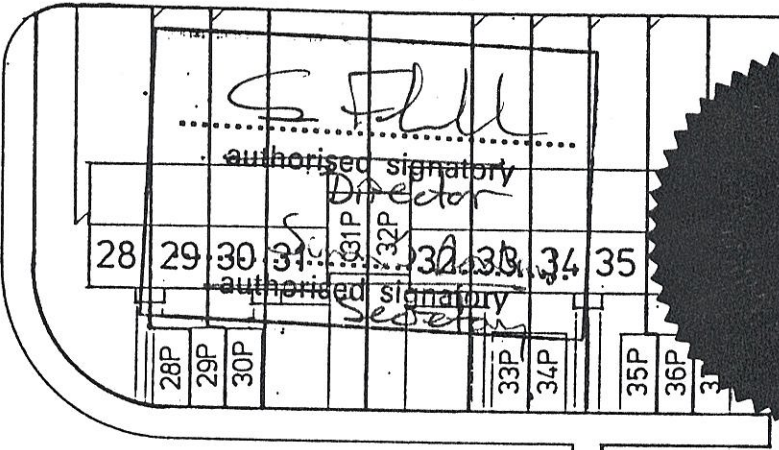
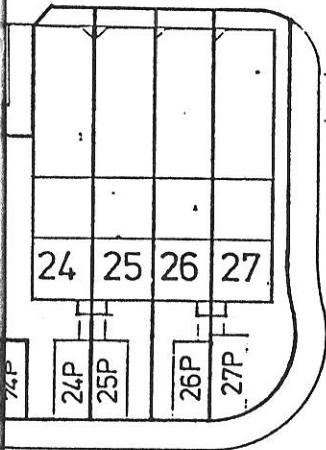
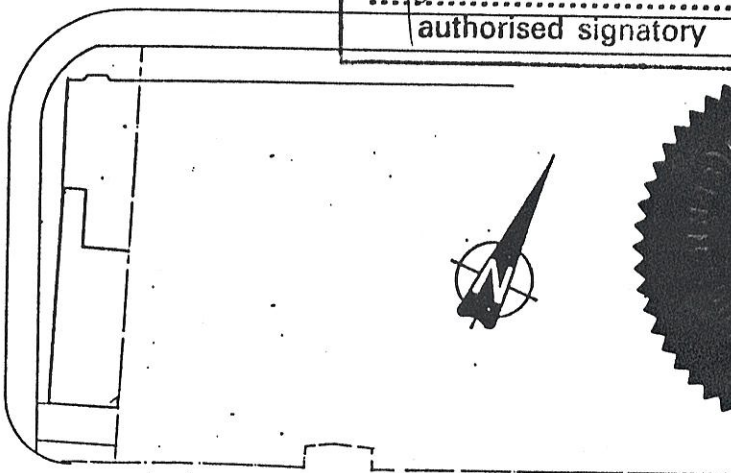
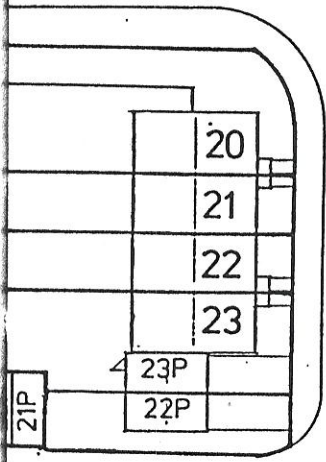
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AM  
OFI  
SW



.....  
 authorised signatory  
*[Signature]*  
 .....  
 authorised signatory



AMBER COURT  
 OFF COLBOURNE STREET  
 SWINDON

PLOT N° .....  
 SCALE 1:500  
 THIS PLAN MAY BE SUBJECT TO  
 MINOR PRINTING DISTORTION



OFFICE COPY

the right to enter upon the Property for the purpose of laying inspecting repairing maintaining and renewing the services and making connections thereto the person or persons exercising such rights making good all damage occasioned thereby

2. The right for the eaves gutters and foundations of the dwelling or dwellings or any other structure erected or to be erected during the specified period on any adjoining land included in the Estate to protrude into or over the Property and the right to enter upon the Property for the purpose of building repairing maintaining and decorating such adjoining dwelling or dwellings or any other structure the person or persons exercising such rights making good all damage occasioned thereby

3. The right to enter upon the Property for the purpose of complying with any lawful requirements of the Local Planning Authority the person or persons exercising such right making good all damage occasioned thereby

4. The right to enter upon the Property for the purpose of carrying out any landscaping and planting of trees or shrubs required to be done pursuant to any landscaping scheme of the Transferor the person or persons exercising such right making good all damage occasioned thereby

5. The right of support for the dwelling or dwellings or any other structure erected or to be erected during the specified period on any adjoining land included in the Estate by the Property

6. Full right and liberty for the Electricity Board to place underground electric wires and if appropriate conduits under the Property and thereafter to use the same PROVIDED ALWAYS that the said Board shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building

### THE THIRD SCHEDULE

(Restrictive and other Covenants)

1. To observe and perform the covenants on the part of the Transferor contained in the leases subject to which the Property is transferred

2. Not to do or cause permit or suffer to be done on the Property anything which may be or become a nuisance or annoyance or may cause damage to the Transferor or the owners or occupiers of adjoining premises
3. To pay a fair and proper proportion of the cost from time to time of cleansing repairing maintaining and renewing (including the making good of damage caused to the property of others by such cleansing repairing maintaining and renewing) all the services jointly with the owner or owners for the time being of any adjoining plots on the Estate entitled at any time to use the same
4. Not to do or suffer to be done any act or thing on or about the Property which shall be in breach of the terms and conditions of the planning permission in accordance with which the dwellinghouse and any garage on the Property is constructed
5. To maintain to the satisfaction of the Transferor and the Local Authority any trees shrubs and landscaping planted or carried out on the Property in accordance with the requirements of the Local Authority
6. Not to erect or permit the erection of any building or structure on or over any land within three metres measured horizontally from the centre line of any sewer manhole ventilating shaft or ancillary item which is or is intended by the Transferor to be adopted by the Water Authority

#### THE FOURTH SCHEDULE

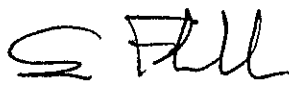
<u>Date</u>	<u>Parties</u>
19th January 1898	Charles Wills (1) Herbert John Groves (2)
7th March 1903	Fitzroy Pleydell Goddard and John Crewe Wood (1) Thomas Colborne (2) Arthur Joseph Colborne (3)
21st October 1904	Fitzroy Pleydell Goddard and John Crewe Wood (1) Thomas Colborne (2) Arthur Joseph Colborne (3)

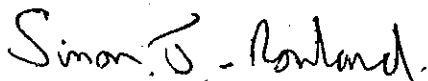
THE COMMON SEAL of )  
WESTBURY HOMES (HOLDINGS) )  
LIMITED was hereunto )  
affixed in the presence of:- )

  
Authorised Signatory

  
Authorised Signatory

THE COMMON SEAL of )  
AMBER COURT MANAGEMENT )  
(NO. 3) LIMITED was )  
hereunto affixed )  
in the presence of\* )

  
Director

Secretary 

WR20/013