DUPLICATE

[Freehold House Sale - Housing Act]

TRANSFER

Made pursuant to the provisions of the Housing Act 1980

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925-1971

London Borough:	Havering
Title Number:	EGL 12939 EX 66878 and LN 251267
Property:	Land at Abbs Cross Lane, Hornchurch, Essex
Dated:	30th March 1984

THIS TRANSFER is made **BETWEEN** THE SUTTON (HASTOE) HOUSING ASSOCIATION LIMITED of 82 Hampton Road Twickenham Middlesex TW2 5QS (hereinafter called "the Transferor") of the one part and WILLIAM CLIFFORD REES and PATRICIA AMELIA REES of 5 Victor Close Abbs Cross Gardens Hornchurch (hereinafter called "the Transferee") of the other part

1. IN consideration of SIXTEEN THOUSAND FIVE HUNDRED AND SEVENTY-NINE POUNDS (£16,579) the price agreed or determined by the District Valuer to be that payable under Chapter I Part I of the Housing Act 1980 (hereinafter called "the Act") (such sum being the valuation of the property hereinafter described at the valuation date namely £28,100 less the discount of £11,521 representing 41 per centum of the said valuation) the receipt whereof is hereby acknowledged and so as to give effect (pursuant to a notice given under Section 5 of the Act) to the right to buy conferred by the said Chapter And in consideration of the covenants herein contained the Transferor as beneficial owner hereby transfers to the Transferee the land shown edged red on the annexed plan Together with the dwellinghouse known as Number 5 Victor Close Abbs Cross Gardens Hornchurch (hereinafter called "the property") being part of the land comprised in title number EX 66878 and part of the Transferor's estate which is shown edged blue on the said plan (hereinafter called "the Estate") TOGETHER WITH the rights mentioned in the First Schedule hereto and EXCEPT AND RESERVING unto the Transferor and its successors in title the rights mentioned in the Second

Schedule hereto SUBJECT TO the tenant's incumbrances and burdens within the meaning of paragraphs 6 and 9 respectively of the Second Schedule to the Act and described in the Fifth Schedule to this Transfer

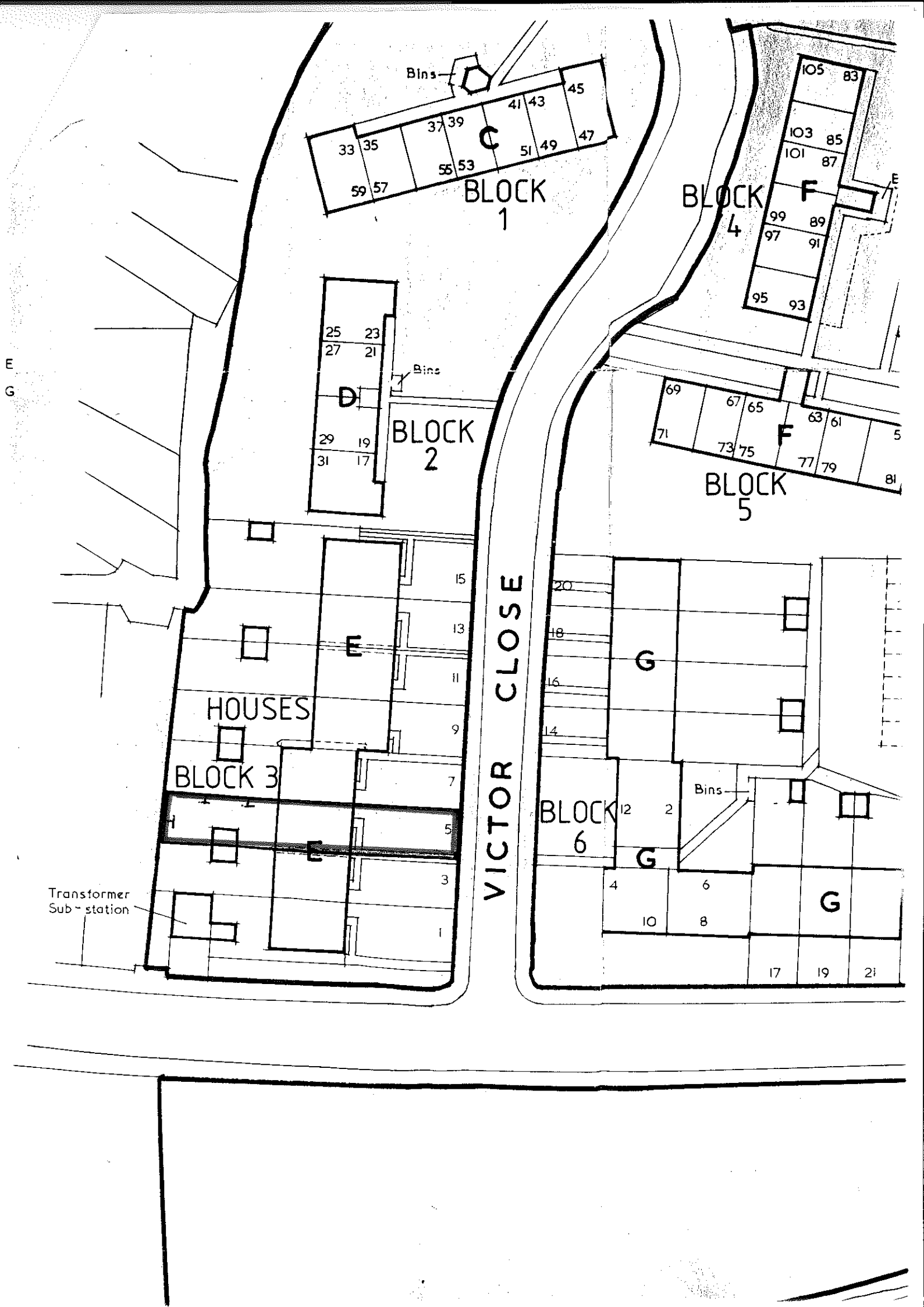
2. THE Transferee hereby covenants on behalf of himself and his successors in title with the Transferor that upon the first disposal (within the meaning of Section 8(3) of the Act) of the property within five years from the date hereof he or they will pay to the Transferor a sum equal to the said discount allowed against the purchase price herein which the Transferee has been given but reduced by 20% for each complete year which has elapsed from the date hereof

3. The Transferee also hereby covenants with the Transferor so as to bind the property forever into whosesoever hands the same may come so that these covenants shall be for the benefit and protection of the Transferor and its successors in title and for the benefit and protection of the Estate or any parts thereof that

(i) The Transferee and the persons deriving title under him will at all times hereafter observe and perform the restrictions and stipulations set forth in the Third Schedule hereto but so that the Transferee and the persons deriving title under him shall not be liable for a breach of this covenant occurring on or in respect of the property or any part or parts thereof after he or they shall have parted with all interest therein PROVIDED THAT nothing herein contained shall prevent the Transferor or its successors in title from selling or otherwise disposing of any part or parts of the Estate free from any restriction or stipulation or from waiving compliance with or agreeing to vary any restriction or stipulation nor or hereafter affecting any part of the Estate

(ii) The Transferee will secure from anyone to whom he transfers the property or to whom he grants a lease for a term of not less than 20 years a covenant direct with the Transferor (or any person to whom the Transferor shall have transferred its interest in the Estate) that as from the date of the transfer or lease the transferee or lessee in question will observe and perform the covenants restrictions and stipulations contained or referred to in this clause and in the Third Schedule hereto

(iii) The Transferee will bear and pay 0.46 per cent (hereinafter called "the Service Charge") of the costs expenses and outgoings of the


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Transferor in providing the estate services set out and referred to in Part I of the Fourth Schedule (hereinafter called "the Estate Services") and the costs expenses and outgoings in respect of the matters set out or referred to in Part II of the Fourth Schedule such Service Charge to be determined in accordance with the provisions of and to be paid at the time and in the manner specified in Part III of the said Fourth Schedule

4. THE parties hereby apply to the Chief Land Registrar to enter on the Register such of the easements rights exceptions reservations covenants and declarations contained herein or in any Schedule hereto as are capable of registration and for a restriction to be entered on the Register of the Transferee's title or any title created out of the Transferee's title in the following terms:-

"RESTRICTION: except under an order of the Registrar no transfer assent or lease by the proprietor of the land is to be registered unless such transfer assent or lease contains a provision in the following form:-
"It is hereby certified that the provisions hereof comply with and give effect to all the covenants and provisions contained in clause 3 of a transfer of the land in this Title and made between The Sutton (Hastoe) Housing Association Limited of the one part and [the Transferee] of the other part" "

5. THE expressions "the Transferor" and "the Transferee" used herein shall where the context admits include the persons respectively deriving title under the Transferor and the Transferee. Where the Transferee consists of two or more persons all covenants by or with the Transferee shall be deemed to be covenants by or with such persons jointly and severally and such persons shall be deemed to have declared that they hold the property upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale and upon trust for themselves as joint tenants beneficially and the survivor of them can give a valid receipt for capital money arising on a disposition of the property

6. THE Transferor subject to the performance and observance by the Transferee of the covenants on his part herein contained hereby covenants with the Transferee to provide the Estate Services referred to in part I of

the Fourth Schedule (but so that the obligations of this clause (i) shall not be binding on the Transferor after it shall have parted with its interest in all of the Estate (ii) shall not place the Transferor under any obligation in relation to the leasehold part of the Estate beyond the expiry of the Transferor's term namely 24th December 2062

7. IT IS HEREBY AGREED AND DECLARED that (other than specified in paragraph 1 of the Third Schedule hereto) the walls and fences separating the property from the adjoining properties forming part of the Estate shall be deemed to be party walls and fences and shall be used and repaired accordingly and that the spouts fall-pipes and water-pipes which serve the said properties jointly shall be maintained and repaired and the costs thereof borne by the owners or occupiers for the time being of the said properties in equal shares

8. 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 £25,000

THE FIRST SCHEDULE

(Easements or Rights included in the Transfer)

Insofar as the rights hereby granted affect the leasehold part of the Estate registered under title number LN 251267 they shall be deemed to be limited to the Transferor's term which expires on the 24th December 2062

1. The right for the Transferee and the other owners and occupiers for the time being of the property at all times to use for all reasonable purposes connected with the property in common with all other persons entitled to the like right the areas the present extent of which is shown coloured green on the plan annexed hereto and pipes cables and wires on over or under all or any other lands comprised in the Estate Together with all rights in the

nature of easements now or usually enjoyed by or in respect of the property over through or from all or any other lands now or formerly comprised in the Estate Provided Always that the Transferee shall not acquire any right of light or air which would prejudice the free use and enjoyment of all or any part of the Estate for building or for any other purpose and that any enjoyment of light or air had by the Transferee from or over all or any part of the Estate shall be deemed to be had by the consent (hereby given) of the Transferor

2. The free passage and running of water soil gas and electricity and other services to and from the property in by and through all sewers drains channels pipes watercourses wires cables and mains passing through along and under all other parts of the Estate so far as such right does or shall accommodate the property TOGETHER WITH the right to enter upon the remaining part of the Estate for the purpose of installing inspecting repairing maintaining improving or replacing the said sewers drains channels pipes watercoures wires mains and cables doing by such entry no unnecessary damage and making good any damage thereby caused

3. The right of support and protection for the property by all parts of the Estate so far as it now supports and protects the same

4. The right in common with others to use the path shown coloured brown on the said plan

THE SECOND SCHEDULE above referred to
(Exceptions and Reservations out of the Transfer)

1. Any right of light or air now subsisting or which might (but for this exception) be acquired over any adjoining or neighbouring land comprising all or part of the Estate to the intent that the Transferor may build or rebuild on any such land in such manner as the Transferor may think fit notwithstanding any interference with the access of light or air to the property thereby occasioned and so that the Transferee shall be deemed to enjoy such access of light or air in the meantime by the consent of the Transferor hereby given and not as of right

2. The right for the Transferor and all persons authorised by them and the owners or occupiers for the time being of all the land (other than the

property) forming part of the Estate to use all sewers drains channels watercourses pipes cables mains and wires gas and electricity supply apparatus on over or under the property or to be constructed or laid on over or under the property within Eighty Years from the First day of January 1982 and the right to enter the property to repair renew or maintain the same the person or persons so entering making good any damage thereby caused

3. Easements rights and privileges over through and along the property for the benefit of the ajoining or neighbouring property forming part of the Estate corresponding in all respects (mutatis mutandis) to those contained in paragraphs 2 and 3 of the First Schedule hereto

4. Until such time as the same are adopted by the Local Authority under the Public Health Act 1936 the sewer or sewers (if any) through or under the property together with the right to enter the property for the purpose of repairing maintaining renewing relaying and connecting up to the said sewer or sewers the person or persons so entering making good any damage to the property or its contents thereby caused

5. Subject to existing rights of any statutory undertaking the sub-station transformers apparatus meters cables and connections on and under or adjoining the property and any building to be erected thereon and forming part of the sub-station installation serving the same with full right and liberty from time to time to enter the property for the purpose of repairing or replacing the same making good any damage caused

6. The right to use the path forming part of the property and shown coloured brown on the said plan

THE THIRD SCHEDULE above referred to
(Restrictions and Stipulations)

1. Not to erect any fence hedge wall or screen within or abutting the part of the property which is coloured orange on the annexed plan and to keep the fences hedges walls or screens on the boundaries or lines marked 'T' within the area of the property in good and substantial repair and condition and any repairs of or substitution for the same shall be made within similar materials to an identical design

2. Not to use the property or permit the same to be used for the purpose of any manufacture trade or business of any description nor to use the dwellinghouse for any purpose other than as a private dwellinghouse

3. Not to place or allow to be placed on any part of the property any placard or name plate other than the name or number of the house or a for sale notice

4. Not to keep any caravan boat or trailer on any part of the property

5. Not to alter or permit to be altered the front or rear walls or roof of the dwellinghouse erected on the property or fences or shed or other structure on the property

6. Not to do or omit to be done any act or thing on or about the property the doing or omission of which shall or may be or grow to be an annoyance nuisance damage danger or disturbance to the Transferor or the owner or occupiers of the Estate or any part thereof

7. No building of any description shall be erected on the property except such as shall be in accordance with plans or elevations which shall have been approved in writing by the Transferor's Surveyors for the time being and whose proper fees shall be paid by the person submitting such plans and elevations for approval

8. Not to erect or permit or suffer to be erected upon any part of the property any external aerials without the previous written consent of the Transferor

9. Not to keep on the property or any part thereof any pigeons rabbits pigs or poultry

10. Not to obstruct or in any way interfere with the use of the parking spaces communal amenity areas roads garage forecourts pavements walkways and footpaths on all or any land comprised in the Estate by other persons entitled to the use thereof or permit anything to be carried on thereon which shall be a nuisance annoyance or inconvenience to the other persons so entitled

11. Not to repaint or decorate the exterior of any building now or to be erected on the property in any manner other than that in which the same is now

painted and decorated or as near thereto circumstances permit or such other colour or scheme previously approved in writing by the Transferor such approval not to be unreasonably withheld and will carry out all such painting and decorating works as and when proper and necessary to do so to maintain the condition and appearance of any such building

THE FOURTH SCHEDULE above referred to

PART I

1. To keep the drains sewers channels pipes watercourses wires and cables serving the property and other parts of the Estate (but not drains or sewers maintained at public expense or those exclusively serving any dwelling) in good repair and condition

2. To keep the communal amenity areas walls hedges fences gates roads garage forecourts parking spaces paths accessways and supporting structures within the Estate clean tidy and in good repair and condition and the greens gardens and trees not falling within the private curtilage of any dwelling reasonably neat tidy and suitable cultivated

3. To keep reasonably lighted if the Transferor deems it desirable all roads and footpaths on the Estate other than roads and footpaths repairable at public expense

4. To pay all existing and future rates taxes water charges and outgoings now or hereafter payable in respect of the Estate and which shall be required by law to be paid by the Transferor

5. To keep in good repair and working order any communal aerial system car hose points or other such services or facilities provided on the Estate and as ancillary thereto to pay all rates outgoings or rental charges payable in respect thereof

6. To provide such other services as the Transferor in its discretion may deem desirable to the benefit of the Estate

PART II

1. The cost of providing and maintaining the Estate Services

2. The cost of and incidental to the determination and calculation from time to time of the Service Charge and of preparing and distributing copies of the Accountant's Certificate and of accounts kept for the purposes thereof and the fees and disbursements of the Accountant

3. The cost of the maintenance and upkeep of any drying areas or other communal facilities (if any) on the Estate

4. The cost of and incidental to the administration and management of the Estate

5. All other expenditure incurred by the Transferor in and about the maintenance and proper and convenient management and running of the Estate including without prejudice to the generality of the foregoing the appointment and remuneration of managing or other agents solicitors surveyors and accountants caretakers porters gardeners maintenance staff or such other assistance as the Transferor shall in its absolute discretion decide

PART III

1. Without prejudice to the Transferor's rights hereunder in the event of any service charge or part thereof remaining unpaid for more than 21 days after becoming due to pay to the Transferor interest on the amount outstanding for the period from the due date until the date that the said service charge or part thereof as the case may be is received by the Transferor such interest to be at the rate of 5% above the base rate for the time being of the Transferor's Bankers

2. For the purposes hereof the expression "financial year" means the period from the 1st day of January to the 31st day of December in each year or such annual period as the Transferor may in its discretion from time to time

determine as being that for which the accounts of the Transferor relating to the Estate shall be made up and the expression "relevant financial year" in relation to the determination of the Service Charge means the financial year for which the amount of the Service Charge is being determined

3. As soon as practicable after the end of each financial year the Transferor shall cause the amount of the Service Charge payable by the Transferee for such financial year to be determined by an independent accountant (herein called "the Accountant") (who shall be a member of a body of accountants established in the United Kingdom and for the time being recognised by the Secretary of State for the purposes of Section 161(1)(a) of the Companies Act 1948 or any amendment thereto) to be appointed by the Transferor

4. In addition to the costs expenses and outgoings incurred by the Transferor as aforesaid during the relevant financial year the Service Charge shall be deemed to include not only the costs expenses and outgoings which have been actually disbursed incurred or made by the Transferor during the relevant financial year in respect of the costs expenses and outgoings set out or referred to in Parts I and II of this Schedule but also such sum or sums on account of any other costs expenses and outgoings which the Accountant may in his absolute discretion consider it reasonable to include by way of provision for anticipated future costs expenses and outgoings in the amount of the Service Charge for the relevant financial year

5. As soon as the Accountant shall have determined the amount of the Service Charge payable by the Transferee for the relevant financial year the Accountant shall prepare a written statement (hereinafter called "the Accountant's Certificate") containing a summary of the costs expenses and outgoings incurred by the Transferor during the relevant financial year in respect of the costs expenses and outgoings set out or referred to in Parts I and II of this Schedule and specifying a sum as the amount of the Service Charge payable by the Transferee as aforesaid and in the Accountant's Certificate shall certify:-

(a) that in his opinion the said summary represents a fair summary of the said costs expenses and outgoings set out in a way which shows how they are or will be reflected in the Service Charge

(b) that in his opinion the said summary is sufficiently supported by accounts receipts and other documents which have been produced to him

(c) that the sum specified as aforesaid represents the amount of the Service Charge payable by the Transferee for the relevant financial year of the Transferor

6. The Accountant's Certificate shall be conclusive and binding on the Transferee as regards all matters contained specified or certified therein subject to rights reserved to the Transferee pursuant to the Act

7. The Transferee shall on each of the quarter days falling within each financial year (namely 25th March, 24th June, 29th September, and 25th December) pay to the Transferor one quarter of such sum in advance and on account of the Service Charge for such financial year as the Transferor or its agents shall from time to time specify in its or their discretion to be a fair and reasonable interim payment the first such quarterly payment being a due proportion of such interim payment in respect of the period from the date hereof to the quarter day next following to be made on the execution hereof

8. As soon as practicable after the end of each financial year the Transferor shall furnish to the Transferee an accont of the Service Charge payable by the Transferee for such financial year together with a copy of the Accountant's Certificate due credit being given in such account for any interim payment made by the Transferee in respect of such financial year and upon the furnishing of such account there shall be paid by the Transferee to the Transferor the Service Charge or any balance thereof therein stated to be payable or credit shall be given by the Transferor to the Transferee for any amount which may have been overpaid by the Transferee by way of interim payment as the case may require and any such credit shall be applied towards future Service Charges payable by the Transferee

9. Provided always and notwithstanding anything herein contained it is agreed and declared as follows:-

(a) the amount of the Service Charge for the financial year current at the date of execution of this Transfer shall be a proportionate amount for the period for such financial year commencing on the said date of execution

(b) If and insofar as any moneys received by the Transferor from the Transferee during any financial year by way of Service Charge are not actually expended by the Transferor during that financial year the Transferor shall hold those moneys upon trust to expend them in subsequent financial years and subject thereto upon trust for the Transferee absolutely

(c) during such time as the said costs expenses and outgoings shall have been incurred in respect of part only of the Estate or for part only of a financial year then the Service Charge shall be calculated by reference to such notional expenditures for the whole of the Estate or for the whole of a financial year as shall be certified by the Accountant to be fair and proper having regard to the actual costs expenses and outgoings incurred in providing all or any of the services herein described to a part only of the Estate or for part only of a financial year as the case may be

10. The Transferee shall be entitled to inspect the books of account for the relevant financial year on making a prior written application

THE FIFTH SCHEDULE above referred to

PART I

[Incumbrances rights and interests (not being tenant's incumbrances or burdens included in Part II of this Schedule)]

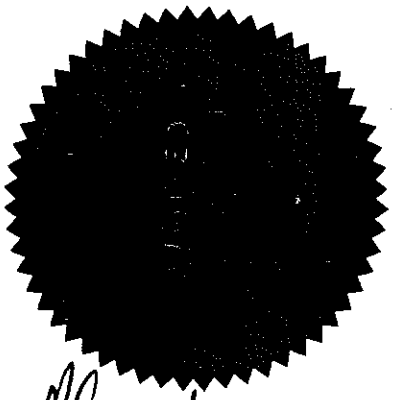
None

PART II

[Tenant's incumbrances (i.e. incumbrances on the secure tenancy which are also incumbrances on the reversion and any interest derived directly or indirectly or of the secure tenancy) and burdens in respect of the upkeep or regulation for the benefit of any locality of any land building structure works way or watercourse]

NONE

The COMMON SEAL of THE SUTTON (HASTOE) HOUSING ASSOCIATION LIMITED was hereunto affixed in the presence of:-)



Authorised Signatory

Authorised Signatory

Secretary

SIGNED SEALED and DELIVERED by the said WILLIAM CLIFFORD REES in the presence of:-)

W.C.REES.

witness

A.K. BROOKER

address 3 VICTORY CLOSE
ABBS CROSS GARDENS
HORNCHURCH ESSEX RM12 4XH

occupation ACCOUNTANT

SIGNED SEALED and DELIVERED by the said PATRICIA AMELIA REES in the presence of:-)

P.A.REES

witness

A.K. BROOKER

address 3 VICTORY CLOSE
ABBS CROSS GARDENS
HORNCHURCH ESSEX RM12 4XH

occupation ACCOUNTANT

DATED 30th March 1984

THE SUTTON (HASTOE) HOUSING ASSOCIATION LIMITED

to

MR. AND MRS. W.C. REES

DUPLICATE/

TRANSFER
of
freehold premises
at
5 Victor Close
Abbs Cross Lane
Hornchurch
Essex

Debenham & Co.,
20 Hans Road,
Knightsbridge,
London SW3 1RT

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