

JULY 1995
TRANSFER

These are the notes referred to on the following official copy

APPENDIX 2

Title Number WT145624

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WT 145624

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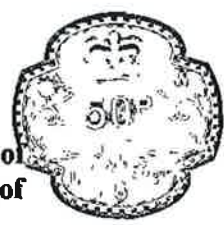
INLAND REVENUE
73/2
10 AUG 1995
H.M. LAND REGISTRY
W
LAND REGISTRATION ACT 1931
3

Land Registration Acts 1925 to 1988

**TRANSFER (UNDER RULE 72) OF [WHOLE] [PART]
PURSUANT TO SECTION 133 HOUSING ACT 1988 AND
SECTION 171A HOUSING ACT 1985
AS APPLIED BY THE HOUSING (PRESERVATION OF RIGHT TO BUY)
REGULATIONS 1993**



COUNTY AND DISTRICT : **WILTSHIRE : KENNET**
TITLE NUMBER(S) :
PROPERTY : **All that Property brief particulars of which are set out in Parts I and II of Schedule A**
DATE : **19 JUL 1995**



1. IN pursuance of the Housing Act 1985 and all other powers enabling and IN CONSIDERATION of the sum of £ **61086290** being the consideration now paid by the Purchaser to the Council for this transfer and certain other transfers of even date herewith made between the same parties as the parties hereto (the receipt of which sum the Council hereby acknowledges)
KENNET DISTRICT COUNCIL of Browfort Bath Road Devizes Wilts SN10 2AT ("the Council") HEREBY TRANSFERS WITH FULL TITLE GUARANTEE TO SARSEN HOUSING ASSOCIATION LIMITED whose registered office is situate at Old Browfort Bath Road Devizes aforesaid ("the Purchaser") ALL THAT freehold property more particularly described in Parts

472/95

I and II of Schedule A hereto as the same is more particularly delineated and shown edged red on the plan ("the Plan") annexed hereto including the garages if any (including all ancillary apparatus) comprised therein (hereinafter called "the Property") including all sewers and drains and all service media and all roads footways and accessways therein or thereon but excluding (if applicable) -

- (i) the surface of the lands with adopted roads and paths (being highways maintainable at public expense) situated thereon
- (ii) the areas shown coloured green on the Plan being land and properties previously sold by the Council
- (iii) all adopted pipes wires and cables public sewers water mains gas mains and electricity mains and
- (iv) the areas shown coloured brown on the Plan being the land retained by the Council

TOGETHER WITH the rights and easements set out in Schedule B hereto EXCEPT AND RESERVED unto the Council and its successors in title its servants agents licensees contractors or occupiers for the benefit of the land at the date hereof in the ownership of the Council adjoining or neighbouring the Property and shown coloured brown on the Plan (hereinafter called "the Retained Land") the rights set out in Schedule C hereto SUBJECT TO the covenants restrictions stipulations easements agreements declarations and other provisions insofar as the same affect the Property and are capable of being enforced contained or referred to in the title deeds and documents relating to the Property brief particulars of which are set out in either the entries in the

Register of the Titles at H M Land Registry of the title numbers
aforementioned (if applicable) or in the Certificate or Certificates of Title on
disposal of the Property in Form PSD 17 (insofar as they relate to adverse
rights and incumbrances including restrictive covenants) of even date herewith
given by the Council to the Purchaser pursuant to the provisions of Section
133(8) Housing Act 1988 ("the Certificate")

SUBJECT ALSO TO and with the benefit of any right or easement relating to
access or otherwise granted by or reserved by Transfers of adjoining or
adjacent land pursuant to Part V of the Housing Act 1957 Chapter I of Part I
of the Housing Act 1980 or Part V of the Housing Act 1985

AND SUBJECT (as to the premises comprised in Column 1 of Part II of
Schedule A) to and with the benefit of the Leases thereof short particulars
whereof are set out in Columns 2 to 4 of Part II of Schedule A and the
Purchaser HEREBY COVENANTS by way of indemnity with the Council
from the date hereof to observe and perform the covenants on the part of the
landlord contained in the said Leases and to keep the Council and its
successors in title fully and effectively indemnified against all actions
proceedings costs charges claims demands and liabilities whatsoever in respect
thereof

2. **THE Purchaser HEREBY COVENANTS** with the Council that upon any sale by the Purchaser of any part of the Property to a tenant of that part of the Property (pursuant to the Preserved Right to Buy as set out in Sections 171A to 171H Housing Act 1985 or to any voluntary right to buy scheme similar to the Preserved Right to Buy which may be operated by the Purchaser) ("the Right to Buy") the Purchaser will impose upon that tenant (in any case where there is any land or any part thereof remaining in the ownership of the Purchaser ("Reserved Land") for the benefit and protection of the Reserved Land and to the intent and so as to bind that part of the Property into whosoever hands the same may come a covenant to observe and perform the covenants restrictions and stipulations set out in Schedule D hereto together with in each case such other covenants restrictions and stipulations as the Purchaser in its absolute discretion thinks fit **PROVIDED THAT IT IS HEREBY AGREED AND DECLARED** that the Purchaser and other persons deriving title under it including (inter alia) any mortgagee chargee or receiver appointed by such mortgagee or chargee or persons deriving title through any of them (other than the said tenants acquiring parts of the Property pursuant to the Right to Buy) shall not themselves be bound by any of the said covenants restrictions or stipulations

3. **THE Purchaser HEREBY COVENANTS** with the Council that from the date hereof and with the object and intent of affording the Council a full and sufficient indemnity but not further or otherwise the Purchaser will observe and perform the said covenants restrictions stipulations and other provisions

referred to in the Certificate or entries on the Registers of Title so far as the same are still subsisting and are capable of being enforced and affect the Property and will keep the Council and its successors in title fully and effectually indemnified against all actions proceedings costs charges claims demands and liabilities whatsoever in respect thereof

4. **THE PURCHASER** for itself and its successors in title and with the intention of binding the Property and every part thereof into whosoever hands the same may come **HEREBY COVENANTS** with the Council that the Purchaser will not effect any Disposal (as hereinafter defined) of any part of the Property without the consent of the Council (such consent not to be withheld or delayed in the event of the Purchaser accounting for and remitting to the Council 50% of the consideration payable in respect of such Disposal) **PROVIDED ALWAYS.**

4.1 for the purposes of this clause "Disposal" shall mean the transfer of or grant or creation of any interest (other than a mortgage or charge) in any part of the Property to any person or body (other than the Council) which assists or facilitates the development of any land adjacent to the Property by that person or body other than a Disposal to any local water or electricity company or to British Gas plc or British Telecommunications plc, and

4.2 the foregoing restriction shall cease to apply to any part of the Property.

- (a) which is transferred to the tenant occupying the same pursuant to the Right to Buy or
- (b) in respect of which any enforcement action (including without limitation the appointment of a receiver) is taken by a lender for the time being holding any mortgage or charge thereon or
- (c) in respect of which a Disposal has been made pursuant to this Clause 4

5. **THE Council HEREBY ASSIGNS** unto the Purchaser and its successors in title the benefit (so far as they benefit the Property and without excluding the Council and its successors in title from the benefit thereof in respect of the Retained Land) of all -

5.1 COVENANTS and other matters in favour of the Council contained in any documents transfers or conveyances of land formerly in the ownership of the Council which is adjacent neighbouring or adjoining and which relate to the Property and in particular (but without limitation) all covenants which in any way relate to the cost of repairing maintaining cleansing or operating any roads parking areas drains sewers or sewerage works used by the owners of such adjoining or adjacent land in common with the Council and the occupiers of the Property **PROVIDED THAT IT IS HEREBY AGREED AND DECLARED** that any covenants as to the repayment of all or any part

of any sum by which a purchase price was discounted imposed on the sale of any property formerly owned by the Council before the date hereof by which a purchase price was discounted shall not be assigned to the Purchaser

5.2 RIGHTS reservations or such other matters expressed to be for the benefit of the Council or its predecessors or successors in title insofar as the benefit of such rights reservations and other matters is not otherwise transferred to the Purchaser by operation of law

5.3 SUCH rights (if any) reserved by the transfers or conveyances of any adjoining or neighbouring land previously sold by the Council or its predecessors in title

PROVIDED ALWAYS THAT any covenants as to the payment of a general service charge (or any statutory replacement thereof) in respect of the operations of the service for sewerage and sewage disposal imposed on the sale of property formerly owned by the Council before the date hereof shall not be assigned to the Purchaser save where as a result of this Transfer the obligation to provide such services becomes the liability of the Purchaser

6. SECTION 133 of the Housing Act 1988 applies to all the land in this disposal and the Purchaser **HEREBY APPLIES** to the Chief Land Registrar for the entry of the restriction required by that provision and hereby covenants with the Council pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 that the Purchaser will not sell or otherwise dispose of

the whole or any part of the Property without first obtaining the requisite consents under Section 133 aforesaid (if required)

7. **THIS** Transfer is made under the provisions of the Housing Act 1985 and Section 171A Housing Act 1985 as applied by The Housing (Preservation of Right to Buy) Regulations 1993 applies to the dwelling houses in the disposal which are subject to the Preserved Right to Buy except those shown marked with an asterisk (*) in Part I of Schedule A and the Purchaser **HEREBY APPLIES** to the Chief Land Registrar for the entry of the restriction required by Section 171(D)(2) and paragraph 4 of Schedule 9A thereof and for entry of notice protecting the rights of qualifying persons

8. **IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto that this Transfer constitutes an exempt supply for Value Added Tax purposes

9. **9.1** **IN** respect of any part of the Retained Land which comprises the Accessways defined in Schedule B (if any) the Council **HEREBY COVENANTS** on behalf of itself and its successors in title with the Purchaser and its successors in title for the benefit of the whole and every part of the Property to observe and perform the stipulations and conditions and covenants contained or referred to in Schedule E hereof

9.2 THE Council also COVENANTS on behalf of itself and its successors in title with the Purchaser and its successors in title that they will not transfer or grant a lease of any such part of the Retained Land as is referred to in Sub-Clause 9 1 hereof except to a person or persons who have first executed a deed expressed to be made in favour of the Purchaser or its successors in title of the Property or any part thereof by which such person or persons covenant in the terms set out in this Clause 9

10. IT IS HEREBY AGREED AND DECLARED THAT

10.1 NO mortgagee chargee or lender on the security of the Property nor any receiver appointed under such security shall in exercising its powers pursuant to any mortgage legal charge or debenture or other security documentation be bound by the provisions of Clause 4

10.2 IF any mortgagee chargee receiver or lender ("the Relevant Owner") exercises any power of sale in respect of or commences to take enforcement action leading to the sale of the Property or any part of it then the provisions of Clause 4 shall forthwith cease to have effect and the Relevant Owner and its predecessors in title of the Property or any part of it (as the case may be) shall forthwith be released from any outstanding obligations thereunder The Council for itself and its successors in title COVENANTS if called upon in writing to do so and where this Clause 10 applies to execute a formal deed of release to this effect subject to the reasonable and proper costs of the Council in

relation to such deed of release being borne by the person requesting
such deed of release

11. **THE** parties hereto apply to the Chief Land Registrar for the provisions of
Clause 10.1 of this Transfer to be noted on the titles to the Property

SCHEDULE A

PART I

THE PROPERTY

ADDRESS(ES)

ALL THAT freehold property situate at Woodborough in the County of Wilts shown delineated in red on the plan annexed together with the messuages or dwellings erected thereon and known as -

- 2 Bondfields, Woodborough
- 3 Bondfields, Woodborough
- 6 Bondfields, Woodborough
- 7 Bondfields, Woodborough
- 8 Bondfields, Woodborough

(Note: Those properties marked with an asterisk (*) are not subject to the Preserved Right to Buy in accordance with Clause 7 of this Transfer)

PART II

PROPERTY SUBJECT TO LEASES

(1)	(2)	(3)	(4)
<u>Address</u>	<u>Date of Lease</u>	<u>Term</u>	<u>Ground Rent</u>

SCHEDULE B

Rights Granted

- 1 The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of the Property and each and every part thereof
- 2 The right subject to seven days prior written notice to the Council or its successors in title (except in case of emergency) to enter upon those parts of the Retained Land which are at the relevant time unbuilt upon with or without workmen materials and appliances where necessary for the purpose of repairing and/or maintaining the Property and all or any buildings now erected (or to be erected within the period of eighty years of the date hereof ("the Perpetuity Period")) upon the Property and also within the Perpetuity Period the right to construct or lay on over or under the Retained Land Service Conduits (as hereinafter defined) to serve the Property either alone or jointly or in common with the Retained Land subject to the prior approval of the Council or its successors in title to the routes of such Service Conduits (which approval shall not be unreasonably withheld or delayed) the person exercising such rights making good forthwith at his or their expense all damage caused thereby
3. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the Property through and along all sewers sewage treatment plants and works mains pipes drains wires cables conduits and other conducting media and all apparatus appertaining thereto (herein referred to as "the Service Conduits") which are now or may be constructed within the Perpetuity Period

through on under or over the Retained Land (insofar as the same serve the Property or any part thereof) either alone jointly or in common with the Council and all other person or persons who are now or may hereafter be entitled to connect with or use the same or any of them **SUBJECT TO** the Purchaser or its successors in title bearing paying and contributing together with such other persons (including where applicable the Council and its successors in title) a proper and reasonable proportion (according to the extent to which their respective properties are served thereby) of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits **TOGETHER WITH** subject to reasonable prior written notice to the Council or its successors in title (except in case of emergency) a right of entry where necessary with or without workmen materials and appliances on to those parts of the Retained Land which are then unbuilt upon for the purpose of connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Purchaser or its successors in title causing as little inconvenience as possible making good forthwith at its his or their own expense all damage occasioned by such entry) **SUBJECT TO AND RESERVING** to the Council and its successors in title the owners and occupiers of the Retained Land or any part thereof the right at any time upon giving 28 days prior written notice to vary the routes of such Service Conduits within the Retained Land as the Council or its successors in title aforesaid shall in writing designate (provided that such variation does not materially and adversely affect the use and enjoyment of the Property) **PROVIDED ALWAYS** that the rights hereby granted to the Purchaser

include the right to make within the Perpetuity Period further connections and laying new Service Conduits necessary for any increased flow from time to time subject to the necessary capacity being available and subject to the Council's prior approval to the points of connection of such further connections (which approval shall not be unreasonably withheld or delayed)

- 4 The free and uninterrupted right for the Purchaser and its successors in title the owner owners or occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times and for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with the Council and all other persons to whom a like right has been or may hereafter be granted to pass and repass (in the case of vehicular roads and accessways with or without motor vehicles of all types and descriptions but in the case of pedestrian accessways on foot only) over and along all forecourts carnageways roads highways paths ways and passageways ("the Accessways") upon the Retained Land and affording access to or egress from the Property which are not publicly adopted the Purchaser or other persons as aforesaid bearing paying and contributing together with the Council or its successors in title a proper and reasonable proportion (as shall be reasonably determined by the Council's Director of Technical Services for the time being according to the extent to which they use such right) of the cost of repairing and maintaining such Accessways until the same shall be adopted or maintained at the public expense (and for the avoidance of doubt the Purchaser and its successors in title shall not be required to contribute towards the cost of upgrading or realigning such Accessways save to the extent that such

upgrading or realigning shall be necessitated by any development or user by the Purchaser or its successors in title of the Property) and the right **SUBJECT TO** reasonable prior written notice to the Council or its successors in title (except in the case of emergency) to enter upon the Retained Land with or without workmen materials and appliances for the purposes of inspecting repairing maintaining and renewing the Accessways (the Purchaser or other person aforesaid exercising such rights causing as little inconvenience as possible and making good at their own expense all damage occasioned upon such entry) **SUBJECT TO AND RESERVING** to the Council and its successors in title the owner or owners of the Retained Land or any part thereof the right at any time or times hereafter upon giving not less than 28 days prior written notice and at its or their own discretion and expense to vary the route of any such Accessways as the Council and its successors in title as aforesaid shall in writing designate (provided that such variations do not materially adversely affect the use and enjoyment of the Property)

5. The right to the unimpeded access and enjoyment of light and air to all the windows in the buildings upon the Property now existing
6. In the event that the Council or its successors in title shall fail to observe and perform the covenants on the part of the Council contained in Schedule E hereof the right to enter upon the Retained Land with or without workmen vehicles appliances or equipment to perform the said covenants recovering from the Council or its successors in title all reasonable costs and expenses thereby incurred

SCHEDULE C

EXCEPTIONS AND RESERVATIONS

1. The full right of subjacent and lateral support from the Property and each and every part thereof for the benefit of the Retained Land and each and every part thereof

2. The right subject to reasonable prior written notice to the Purchaser or its successors in title (except in case of emergency) to enter upon such part of the Property as is unbuilt upon with or without workmen materials and appliances where necessary for the purpose of repairing and or maintaining the Retained Land and all or any buildings now erected (or to be erected within the Perpetuity Period) upon the Retained Land and also within the Perpetuity Period to construct or lay on over or under such part of the Property Service Conduits to serve the Retained Land either alone or jointly or in common with the Property **SUBJECT TO** the prior approval of the Purchaser or its successors in title to the routes of such Service Conduits (which approval shall not be unreasonably withheld or delayed) the person exercising such rights making good forthwith at his or their expense all damage caused thereby

3. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the Retained Land through and along the Service Conduits which are now or may within the Perpetuity Period be constructed in through on over or under the Property (insofar as the same serve or shall serve the Retained Land or any part thereof) either alone or jointly or in common with the Property **SUBJECT TO** the Council or its successors in title or other persons as aforesaid bearing

paying and contributing together with the Purchaser or its successors in title a proper and reasonable proportion of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits according to the extent to which their respective properties are served thereby and the right subject to seven days prior written notice to the Purchaser or its successors in title (except in case of emergency) to enter where necessary upon such parts of the Property as are then unbuilt upon with or without workmen materials and appliances for the purpose of connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Council or other person or persons as aforesaid causing as little inconvenience as possible and making good forthwith at their own expense all damage occasioned by such entry) **SUBJECT TO AND RESERVING** to the Purchaser and its successors in title the owners and occupiers of the Property or any part thereof the right at any time to vary the route of such Service Conduits within the Property as the Purchaser or its successors in title aforesaid shall in writing designate (**PROVIDED ALWAYS** that the route of such varied Service Conduits shall not by virtue of such variation materially and adversely affect the enjoyment and use of the Retained Land) **PROVIDED ALWAYS** that such right reserved to the Council shall include making within the Perpetuity Period further connections and laying new Service Conduits necessary for any increased flow from time to time subject to the necessary capacity being available and subject to the Purchaser's prior approval to the routes and points of connection of such further connections (which approval shall not be unreasonably withheld or delayed)

4 The free and uninterrupted right for the Council and its successors in title at all times and for all reasonable purposes connected with the use and enjoyment of any part of the Retained Land in common with the Purchaser and its successors in title and all others to whom a like right has been granted to pass and repass over and along all Accessways upon the Property which afford access to or egress from the Retained Land (in the case of vehicular Accessways only with or without motor vehicles of all kinds and descriptions but in the case of pedestrian Accessways on foot only) the Council or the Council's successors in title or other persons as aforesaid bearing paying and contributing together with the Purchaser or its successors in title a proper and reasonable proportion (as shall be reasonably determined by the Purchaser's Surveyor according to the extent to which they use such right) of the cost of repairing and maintaining the said Accessways until the same shall be adopted or maintained at the public expense (and for the avoidance of doubt the Council and its successors in title shall not be required to contribute towards the cost of upgrading the said Accessways save to the extent that such upgrading shall be necessitated by the use or development of the Retained Land by the Council or its successors in title) **PROVIDED ALWAYS** that the Purchaser or its successors in title the owner or occupier of the Property or any part thereof may upon giving not less than 28 days prior written notice vary the routes of such Accessways provided that such variations do not materially and adversely affect the enjoyment and use of the Retained Land

5 The right to deal with any of the Retained Land in the Council's ownership and each and every part thereof without reference to and independently of the

stipulations set out in Schedule D hereto together with the right to allow any departure therefrom in any one or more cases

6. The right to the unimpeded access and enjoyment of light and air to all the windows in the buildings upon the Retained Land now existing

SCHEDULE D

Conditions Restrictions and Stipulations to be imposed upon any Tenant Purchasing Property from the Purchaser

- (1) No trade or business shall be carried on upon the property or any part thereof nor shall the same be used otherwise than as a private dwelling house
- (2) Not to alter or permit to be altered the external plan or elevation of the dwelling house forming part of the property without the previous consent in writing of the Association
- (3) Not to do or keep or suffer to be done or kept thereon any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Association or to the occupiers or owners of any adjoining or neighbouring property which may affect the value of the premises or other property in the neighbourhood
- (4) Not to construct any new vehicular access from the roadway and not to keep a caravan or boat parked or stored within the curtilage of the property without the prior written consent of the Association in addition to any planning consent which may be required if such consent has not already been obtained in writing
- (5) Not to erect any garage car-port shed or building of any description within the curtilage of the property without the prior written consent of the Association in addition to any building regulation and/or planning consent which may be required
- (6) To maintain all the existing boundary walls and fences and where none are existing to erect and maintain a one metre chain link fence or such other fence

as the Association may agree in writing along those boundaries shown marked
with a 'T' on the plan annexed hereto

SCHEDULE E

The Council and its successors in title **HEREBY COVENANT** with the Purchaser and its successors in title from time to time and at all times hereafter

- (i) Well and substantially to light repair maintain cleanse and renew (insofar only as the same are used either now or hereafter during the Perpetuity Period by the Council and its successors in title jointly with the Purchaser and its successors in title) the Accessways and Service Conduits situate in under or upon the Retained Land (including all kerbs pavements street lighting signposting and notices thereon) which now or at any time within the Perpetuity Period shall pass or run to or from the Property until such time as the Accessways or Service Conduits shall become adopted by the appropriate public authority and maintainable at the public expense (the Association contributing or paying a fair and reasonable proportion (to be determined according to user) of the cost incurred by the Council in so doing)
- (ii) To pay to the Purchaser and its successor in title a proper and reasonable proportion (according to user) of the costs and expenses incurred by the Purchaser and its successors in title in performing the covenants referred to in Paragraph (i) hereof pursuant to Paragraph 6 of Schedule B

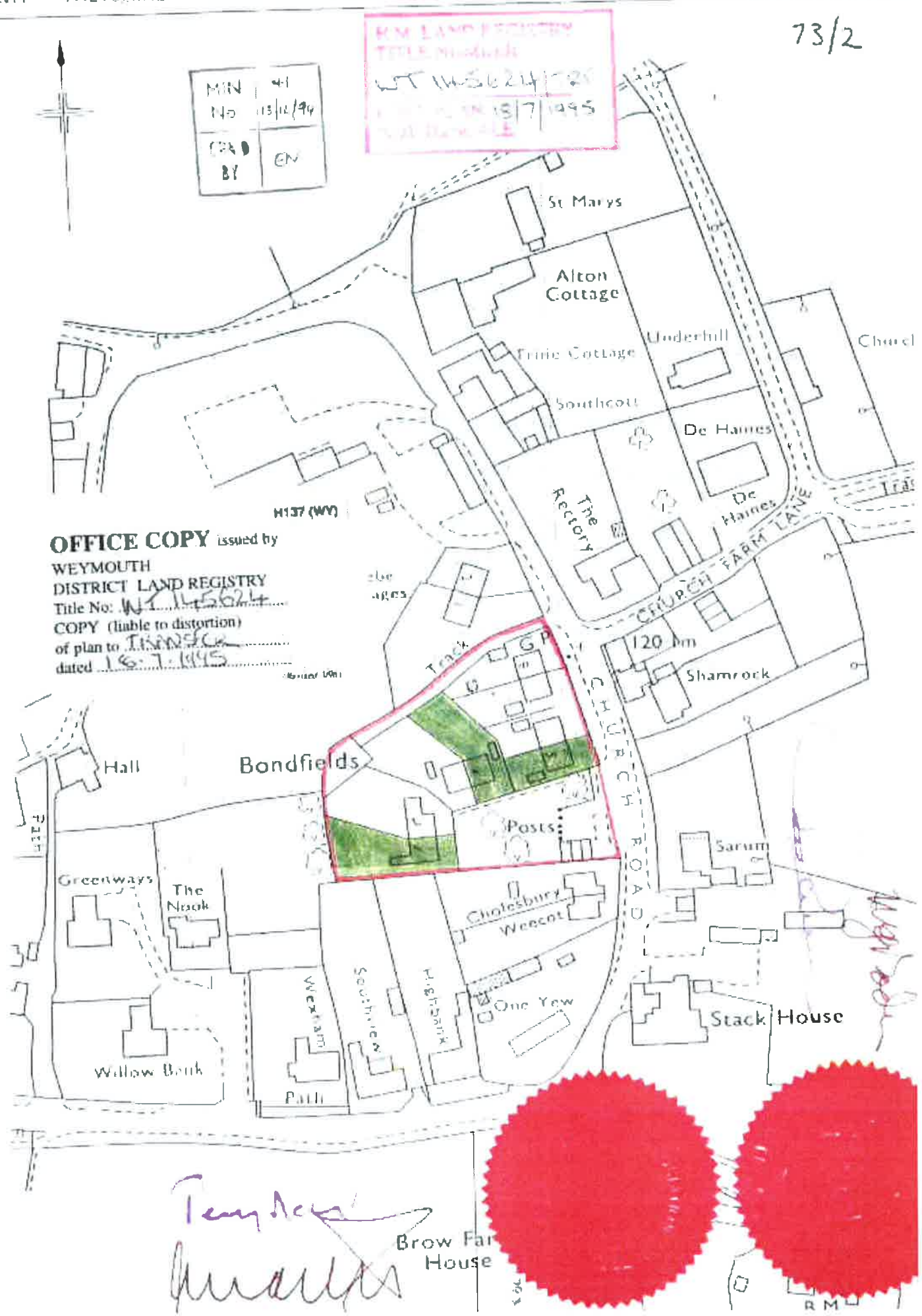
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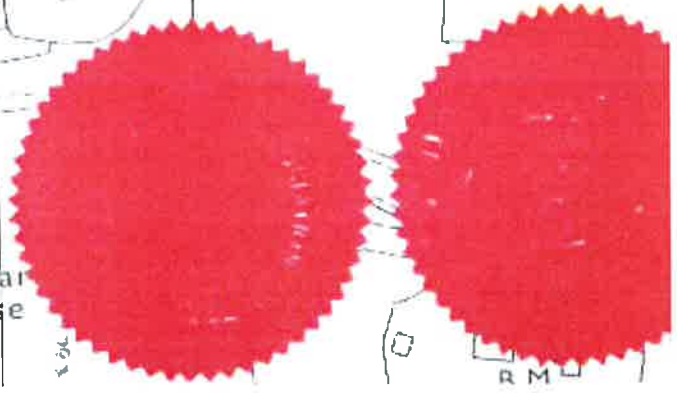
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OFFICE COPY issued by
 WEYMOUTH
 DISTRICT LAND REGISTRY
 Title No: WT 145624
 COPY (liable to distortion)
 of plan to TRANSFER
 dated 16.7.1995



Tom Jones
[Signature]



THE COMMON SEAL OF THE COUNCIL

was hereunto affixed in the presence of -

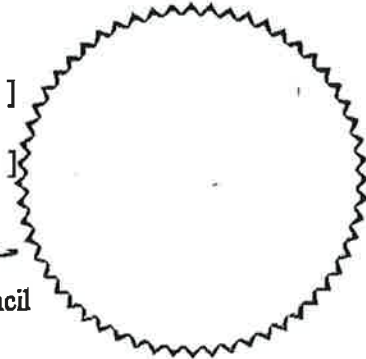
[Handwritten signature]

Chairman of the Council

[Handwritten signature]

District Secretary and Solicitor

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No	13/12/94
CEP	EN
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THE COMMON SEAL OF THE ASSOCIATION

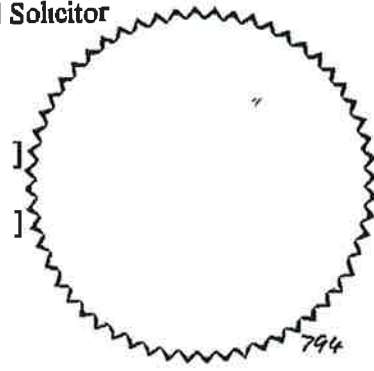
was hereunto affixed in the presence of -

[Handwritten signature]

Committee Member

[Handwritten signature]

Chief Executive



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