

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred: EX962588
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Plot 11 (House No 12) of the Transferor's Development at Avocet Place, Clacton Road, Thorrington, Colchester, Essex</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plans and shown edged red on Plan 1.</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p>SCOTT RESIDENTIAL LIMITED</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 07061198</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register: TENDRING DISTRICT COUNCIL</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Town Hall, Station Road, Clacton on Sea, Essex CO15 1SE</p>
8	The transferor transfers the property to the transferee
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): One Pound (£1.00)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12	Additional provisions
12.1	<u>Definitions and interpretations</u>
12.2	<p>"the Transferor's Development" means the land now or formerly forming part of the development at Avocet Place, Clacton Road, Thorrington, Essex registered at HM Land Registry under the title number stated in panel 1 together with any additional and neighbouring land purchased after the date hereof by the Transferor but excluding the Property.</p> <p>"Deed of Covenant" means a Deed of Covenant in the form of the Deed of Covenant set out in Schedule 4</p> <p>"the Estate Roads and Estate Footpaths" means the roads and footpaths on the Transferor's Development which is intended will be adopted by the Local Authority.</p> <p>"Management Company" means Avocet Place Management Company Limited (Company Registration Number 11084219) whose registered office is situate at Suite 5 Oyster House, Severalls Lane, Colchester, Essex or such other company as is from time to time responsible for the management of the Managed Facilities.</p> <p>"Managed Facilities" the land and facilities managed by the Management Company including (but not exclusively) the land shown hatched blue on plan 2 and such other land and facilities as is managed from time to time by the Management Company.</p>

"Plan 1" means the plan annexed hereto and marked Plan 1.

"Plan 2" means the plan annexed hereto and marked Plan 2.

"Service Charge" a sum equal to the Transferee's Proportion of the total amount incurred or estimated to be incurred by the Management Company on those matters specified in Schedule 2 and 3.

"Transferees Proportion" a fair and reasonable proportion as specified by the Management Company of the total amount incurred by the Management Company in complying with its obligations under the terms of Schedule 2 and 3 and the Management Company may vary the Transferees Proportion at any time should it consider it reasonable to do so.

Rights Granted

There are granted for the benefit of the Property the following rights:-

- (a) Full and free right for the passage and running of water soil gas electricity and other services through the sewers drains pipes wires cables and other conduits and other conducting media as are now existing or shall be situated in or under the Transferor's Development from and to the appropriate mains services subject to the payment of a fair proportion of the cost of repairing and maintaining the same
- (b) Full and free right to enter upon the adjoining property now or formerly forming part of the Transferor's Development with or without workmen machinery tools and equipment for the purpose of inspecting renewing repairing and maintaining such sewers drains pipes wires cables conduits and other conducting media the Transferee or the person exercising such right doing no unnecessary damage and making good all damage done to the reasonable satisfaction of the Transferor or other adjoining owners
- (c) Full and free right in common with the Transferor and all others now or hereafter having the like right to pass and repass with or without motor or other vehicles over the Estate Roads and Estate Footpaths (but upon foot only over the Estate Footpaths except for vehicular access to the Property) until such time as the Estate Roads and Estate Footpaths shall have been adopted by the Local Highway Authority
- (d) Full and free right to enter upon the Transferor's Development at all reasonable times in the daytime and upon giving reasonable notice (except in the case of emergency) to the occupiers of such adjoining property for the purpose of constructing cleansing redecoration maintenance or repair of any buildings erected or to be erected upon the Property doing as little damage as possible in the exercise of such right and making good any such damage to the reasonable satisfaction of the Transferor or adjoining owners
- (e) All such rights of support and protection from other parts of the Transferor's Development as may be requisite to secure the stability of any buildings which now are or at any time shall be erected upon the Property
- (f) The right to construct the eaves gutters and downpipes of any building erected on the Property so as to overhang the Transferor's Development and to construct footings of any such buildings partially upon the Transferor's Development and to construct or place a balanced flue aperture on any dwelling on the Property so as to overhang the Transferor's Development and to use the same in connection with any buildings erected on the Property

12.3 Rights Reserved

12.3.1 There are reserved for the benefit of the Transferor's Development now or at anytime the following rights:-

- (a) Full and free right for the passage and running of water soil gas electricity and other services through the sewers drains pipes wires cables and conduits and other conducting media now or which shall be laid or placed in over or under any part of the Property subject to the payment of a due proportion of the cost of repairing and maintaining the same

(b) Full and free right to enter upon the Property with or without workmen machinery tools and equipment for the purpose of inspecting renewing repairing and maintaining the said pipes wires cables conduits and other conducting media and the respective connections thereof and the respective mains doing in the course of the exercise of this right as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage so caused

(c) Full and free right of access over the Property for the owners and occupiers for the time being of the Transferor's Development adjoining the Property at reasonable times in the daytime and upon giving reasonable notice except in the case of emergency) to the Transferee for the purpose of constructing cleansing redecoration maintenance or repair of any buildings and boundary fences which are now or may be erected on the Transferor's Development doing as little damage as possible during the exercise of such right and making good any damage done

(d) All such rights of support as may be required from the Property to ensure the stability of any building which now or at any time may be erected on the Transferor's Development

(e) The right to construct eaves gutters and down pipes of any building on the Transferor's Development so as to overhang the Property and construct the footings of any building partially upon the Property and construct or place a balanced flue aperture on any dwelling on the Transferor's Development so as to overhang the Property and to use the same in connection with such adjoining dwelling

(f) The right to enter upon the Property:-

(i) for the purpose of carrying out landscaping as may be required by the Local Authority and

(ii) to erect upon the Property such road name or other signs as may be required by the Local Authority in such position as may be agreed by the Local Authority

(iii) to erect upon the Property such street light column which shall be immediately behind the back edge of the public footpath as required by the Local Authority

12.3.2 There are reserved for the benefit of the Transferors Development now or at any time the right for the Transferor and the Management Company and all persons authorised by them to enter upon the Property at all times so far as the same may be required so as to maintain and repair the Managed Facilities in accordance with the covenants on the part of the Management Company contained in this transfer.

12.4 Covenants by the Transferee

12.4.1 (a) The Transferee for himself and his successors in title hereby covenants with the Transferor and its successors in title for the benefit of the Transferor's Development that the Transferee will pay a fair proportion of the cost and expense of repairing and maintaining all sewers drains pipes wires cables and conduits and other conducting media situated in or under the Transferor's Development and used in common by the Property and such other properties on the Transferor's Development

(b) The Transferee with the object and intent of affording to the Transferor and its successors in title for the benefit of the Transferor's Development a full and sufficient indemnity (but not further or otherwise) hereby covenants (other than those contained in the Section 106 Agreements referred to below which the Transferor covenants to observe and perform) with the Transferor that the Transferee will at all times duly observe and perform the covenants contained or referred to in the Charges Register at H M Land Registry under the Title numbers referred to within panel 1 of this Transfer so far as the same affect the Property and are subsisting and capable of taking effect and will indemnify and keep indemnified the Transferor and its successors in title for the benefit of the Transferor's Development and its estate and effects from and against all actions costs claims demands and liability for or on account of any future breach non-observance or non-performance thereof

12.4.2

The Transferee hereby covenants with the Transferor and the Management Company:-

- (a) Not to transfer the Property without contemporaneously with such transfer requiring the transferee thereof to enter into a Deed of Covenant and apply for membership and directorship of the Management Company
- (b) That whenever the title to the Property devolves on any successor in title of the Transferee such successor shall within 7 days enter into the Deed of Covenant and notify the Management Company of such devolution of title.
- (c) to observe and perform the covenants stipulations and restrictions set out in Schedules 1 and 3
- (d) To pay the Service Charge in accordance with the Schedule 3.
- (e) To indemnify and keep indemnified the Transferor and the Management Company against all damages, costs and other liabilities resulting from any non-observance or non-performance by the Transferee of the obligations contained or referred to within this Transfer.
- (f) to keep the Property in good repair and condition.

Restrictive Covenants by the Transferee

12.5

The Transferee for himself and his successors in title hereby covenants with the Transferor and its successors in title for the benefit of the Transferor's Development that the Transferee will :-

(a) not without the consent in writing of the Transferor (herein meaning Scott Residential Limited only) for a period of five years following completion (which consent shall not be unreasonably withheld or delayed for such alteration building or structure which is in keeping with the dwellinghouses and garages erected by the Transferor on the Property or other parts of the Transferor's Development):-

- (i) make any alterations to the external elevation of the Property
- (ii) erect any structure or building flues or vents upon any part of the Property

PROVIDED THAT in respect of 12.5(a) (i) and (ii) hereof the Transferee shall be permitted to erect a shed upon the Property of no greater total height of 3m and total eaves height of 2.5m subject to such shed being constructed in accordance with all necessary planning permissions and building regulation consents and shall not breach any existing planning conditions.

(iii) for a period of five years following completion not to park or keep on the Property or any part thereof any caravan motorised caravan boat or trailer other than in a garage erected by the Transferor (herein meaning Scott Residential Limited) or in any alternative location approved by the Transferor (herein meaning Scott Residential Limited)

(b) not keep on the Property any poultry pigeons or livestock (except the usual domestic pets) or do anything on the Property which would cause a nuisance or annoyance to the Transferor or to its successors in title

(c) not carry on at the Property any trade or business nor park any commercial vehicles on the Property or the Transferor's Development so as to cause nuisance or annoyance to the Transferor or its successors in title

(d) not at any time before 5th anniversary of the date hereof paint or varnish the exterior joinery of any building on the Property or the doors or door frames thereof in any colour or colours other than the colours which shall have been used by the Transferor in painting such building at the time of its construction

(e) not plant any Leylandii trees on any part of the Property

(f) not at any time hereafter remove or in any way damage the trees/shrubs on the Property laid out and planted by the Transferor pursuant to the Landscaping Scheme required by the Local Planning Authority and in the event that any such trees/shrubs shall die or be damaged in any way immediately to replace the same with trees/shrubs of the same type during the first available planting season following such loss

(g) not at any time hereafter remove or in any way damage the trees/shrubs on the Property and to comply with the Landscaping Scheme required under the terms of the Planning Permission effecting the Property

(h) subject to clause 12.5(a) above and following the expiry of the 5 year period referred to therein, not to add any extensions to the Property or convert any roof void for the purposes of living accommodation other than any extension alteration building or structure which is in keeping with the dwellinghouses and garages erected by the Transferor on the Property or other parts of the Transferor's Development and which does not affect the external elevation of the Property.

(i) not to use the Property for any purpose other than as a single residential dwelling

(j) not to dig or make any material alterations to or construct any building or structure of any kind or deposit anything within 50cm of the land coloured blue on Plan 1(if any) ("the Blue Land") so as to interfere with or obstruct access to the Blue Land or do anything which would lessen or interfere with the support afforded to the Blue Land by the surrounding soil.

12.6 Covenants by the Transferor

The Transferor (and it's successors in title) hereby covenants with the Transferee and its lessees, mortgagees and their respective successors in title that it will make up and complete or cause to be made up and completed the Estate Roads and Estate Footpaths forming part of the Transferor's Development and the drains and sewers thereunder as soon as reasonably practicable to the satisfaction of the Local or other Highway or Drainage Authority and in like manner will maintain or cause to be maintained the said roads sewers drain and footpaths until the same are taken over by the said Local or other Highway or Drainage Authority and will comply with the terms of the Section 106 Agreements dated 14th December 2016 and 7th August 2017 both between Tendering District Council (1) and D J Edwards, J A McNair, C E Walker and T J Mann (2) and will indemnify and keep indemnified the Transferee and its lessees and their respective mortgagees and their respective successors in title against all liability arising out of any breach non-observance or non-performance of this covenant

Additional Provisions

12.7 IT IS HEREBY DECLARED THAT :-

(a) any eaves gutters downpipes flues apertures and footings forming part of the Transferor's Development and overhanging or built upon or over the Property are expressly excluded from this Transfer.

(b) the Transferee and its successors in title shall not be entitled to any easement or right of light or air or otherwise (except by this Transfer expressly granted) which would or might interfere with the free use of the Transferor's Development or any adjoining or neighbouring land in the ownership of the Transferor or an associated company for building or other purposes.

(c) in this deed where the context admits the singular shall include the plural and the masculine shall include the feminine and covenants by more than one Transferee shall be jointly and severally made.

(d) all internal walls dividing the Property from any adjoining property on the Transferor's Development and all boundary walls and fences dividing the Property from any adjoining property on the Transferor's Development are party walls and fences and shall be maintained accordingly with the exception of those boundary walls and fences marked with an inward "T" into the Property which the Transferee covenants to maintain.

(e) in this Deed where the context admits references to the Transferor and the Transferee shall include their successors in title (except for the covenant by the Transferor contained within paragraph 12.6)

(f) references within this deed to schedules are references to schedules within this deed

12.8 The parties hereby apply to the Chief Land Registrar to enter the restriction on the register of title to this Transfer in Form L in the following terms:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Avocet Place Management Company Limited (Company Registration Number: 11084219) of Suite 5, Oyster House, Severells Lane, Colchester, Essex CO4 9PD or their conveyancer that the provisions of paragraph 12.4.2 of the Transfer dated 2018 and made between Scott Residential Limited (1) and Avocet Place Management Company Limited (2) [] (3) have been complied with

SCHEDULE 1

Managed Facilities Covenants by the Transferee

The Transferee hereby covenants with the Transferor the Management Company or any successor in title to the Managed Facilities:

1. Not to do or permit to be done on the Managed Facilities or any part thereof any act or thing which may cause or become a nuisance, damage or annoyance to the Management Company.
2. Not to allow any dogs on the Managed Facilities unless they are on a lead at all times and not to allow dogs to foul any part of the Managed Facilities
3. Not to use the Managed Facilities other than on a pedestrian basis and for recreational use only.
4. Not to erect or allow to be erected any building or other structures on the Managed Facilities.
5. Not to place or allow to be placed any caravan, boat, lorry, trailer, commercial vehicle or other such vehicle on the Managed Facilities.
6. Not to remove or damage in any way any fence, wall, gate, bench or other item placed upon the Managed Facilities by the Management Company.
7. Not to harm or damage in any way any tree or other plant planted on the Managed Facilities by the Management Company and in particular not to climb any such tree or construct any tree houses in any such tree or hang swings from any such tree and not permit any member of the Transferee's family to do so
8. Not to erect or allow to be erected any advertisement, sign, board or hoarding upon the Managed Facilities.
9. Not to obstruct or allow to be obstructed any part of the Managed Facilities
10. Not to camp or allow any camping or overnight sleeping on the Managed Facilities.
11. Not to light or allow the lighting of any fires, barbecue or other combustible devices upon the Managed Facilities.
12. Not to play or allow any ball games to be played upon the Managed Facilities.
13. Not to play or allow to be played any music or other noise to be made upon the Managed Facilities.
14. Not to hold or allow any parties or other gathering to be held upon the Managed Facilities.
15. Not to tip or litter or allow to be tipped or littered any refuse or waste of any nature upon

the Managed Facilities.

16. Not to do anything which may invalidate any employer's public liability insurance effected by the Management Company in relation to the Managed Facilities.

17. To observe and comply with such further regulations as the Management Company may make from time to time

SCHEDULE 2

Managed Facilities Covenants by the Management Company

The Management Company hereby covenants with the Transferor and the Transferee as follows:-

1. To manage maintain uphold cleanse repair and renew the Managed Facilities and any facilities situate therein in accordance with a scheme determined by the Transferor or the Management Company
2. To maintain tidy and cultivate any verges hedges or open spaces or other floral areas within the Managed Facilities
3. To maintain properly repaired renewed replaced and cleansed
 - (a) any footpaths and any other hard landscaping areas which form part of the Managed Facilities and which are not maintained at the public expense
 - (b) any boundary walls railings hedges or fences on the Managed Facilities (whether on the boundaries or otherwise)
 - (c) any Service Installations serving the Managed Facilities and any facilities situate therein
4.
 - (a) To keep the Managed Facilities insured against all risks including public and third party liability from time to time included in the insurer's comprehensive policy (including subsidence and heave) and such other risks as the Management Company shall in its absolute discretion deem necessary
 - (b) To make all payments necessary for the above purpose within twenty one days after the same shall become due
 - (c) To produce to the Transferee on request (and only once in each year) a copy of the policy of such insurance and the receipt for each such payment
 - (d) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Managed Facilities or for the payment of any claim arising from public and third party liability and
5. To pay all rates taxes assessment and outgoings charged imposed or assessed in respect of the Managed Facilities
6. Subject to all Service Charge having been fully paid up to date and as soon as reasonably practicable following receipt of a properly executed and completed Deed of Covenant and an application made by a transferee of the Property to consent in writing to the registration of the person named therein as proprietor at Land Registry
7. To provide any other services which the Transferor or the Management Company (acting reasonably) wishes to provide for the owners of all the dwellings on the Transferors Development
8. To create such reserves by way of reasonable provision for anticipated expenditure as the Transferor or the Management Company may in their absolute discretion (acting reasonably) determine

Schedule 3

Part 1

Covenants by the Management Company and the Transferee in respect of the Service

Charge

1. The Management Company shall as soon as practicable after the 1st day of June in each year prepare estimates of the sums to be spent by it on the matters specified in Part II of this Schedule ("Estimated Management Costs") and shall forthwith thereafter notify the Transferee of such Estimated Management Costs
2. The Management Company shall in respect of each calendar year keep accounts of the sums spent by it on the matters specified in Part II of this Schedule ("Actual Management Costs") and shall as soon as practicable after the end of each calendar year notify the Transferee of the Actual Management Costs incurred during such year and the amount of the Estimated Management Costs for the current year notified to the Transferee in accordance with paragraph 1 hereof shall be amended (whether by addition or subtraction) to take into account any excess or deficiency in the Actual Management Costs incurred in the preceding year
3. If any dispute difference or question shall arise between the Transferee and the Management Company in relation to the provisions of Parts I and II of this Schedule then such dispute difference or question shall be referred by either party thereto to the determination and award of a Chartered Surveyor acting as an expert to be chosen by the said parties (or in default of an agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors) whose determination and award shall be final and binding on both parties and whose fees and expenses shall be borne by the parties in such proportion as the said Chartered Surveyor shall determine
4. The Transferee shall within 14 days of receipt of demand therefor pay to the Management Company the Service Charge
5. In the event of any part of the Service Charge (or any part thereof) remaining unpaid seven days after the same shall have become due (whether formally demanded or not) the Transferee shall pay interest at the rate of 4 per cent per annum above the Base Rate of HSBC Bank plc (or such other bank as the Management Company shall nominate) prevailing from time to time upon the amount remaining unpaid from the date upon which it become due to the date of payment thereof and if not so paid shall be deemed to be a debt due to the Management Company and recoverable by action and the Transferee shall pay all expenses (including solicitors' costs and surveyors' fees) incurred by the Transferor and/or the Management Company in the recovery of any arrears of Service Charge

PART II

(Expenditure to be recovered by means of the Service Charge)

1. The sums spent by the Management Company in and incidental to the observance and performance of the covenants on the part of the Management Company contained in Schedule 2 and Part I of this Schedule
2. All fees charges expenses salaries wages and commissions paid to any auditor accountant surveyor valuer architect solicitor or any other agent contractor or employee whom the Management Company may employ in connection with the carrying out of its obligations under this Transfer including the costs of and incidental to the preparation of the estimates notices and accounts referred to in Part I of this Schedule
3. The costs of effecting and maintaining in force the insurance policy referred to in Schedule 2 and any other insurance policy which the Management Company may effect in respect of the Managed Facilities
4. All rates (including water rates) taxes assessments and any other outgoings payable in respect of the Managed Facilities
5. All sums paid by the Management Company for the repair maintenance cleaning lighting security and managing of the Managed Facilities and any other structures comprised therein whether or not the Management Company was liable to incur the same under its covenants herein contained
6. Any tax (including Value Added Tax) paid or payable by the Management Company to the extent that the same is not recoverable by the Management Company

7. Any interest or other charges incurred by the Management Company in borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule
8. The costs incurred by the Management Company in bringing or defending any actions or other proceedings against or by any person whomsoever
9. The costs of administering the Management Company including the costs of preparing and auditing accounts the expenses of the Directors and the Secretary the printing and sending out of notices circulars reports or accounts the holding of meetings and all fees payable to any statutory body or any other body
10. Such sum as the Management Company shall determine as desirable to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure
11. The costs incurred by the Management Company in the recovery of any arrears of Service Charge whether as a result of court proceedings or otherwise

SCHEDULE 4

THIS DEED OF COVENANT is made the day of

BETWEEN

(1) [] of [] ("the Transferee") and

(2) AVOCET PLACE MANAGEMENT COMPANY LIMITED (company registration number 11084219) whose registered office is situate at Suite 5 Oyster House, Severalls Lane, Colchester, Essex CO4 9PD ("the Company")

WHEREAS

(1) By a Transfer dated ("the Original Transfer") Scott Residential Limited transferred to [] ("the Original Purchaser") the freehold property known as [] ("the Premises") and the Original Transfer contained a covenant on the part of the Original Purchaser for himself and his successors in title not to sell, transfer or dispose of the Premises without contemporaneously procuring that the new owner or owners thereof enters into a Deed of Covenant in the form of these presents (mutatis mutandis)

(2) The freehold interest in the Premises is presently vested in the names of [] and is registered at the Land Registry under title number [].

(3) The Transferee has contracted with the said [] for the purchase of the freehold interest in the Premises.

(4) The consent of the Company is required before the transfer of the Premises in favour of the Transferee can be registered at the Land Registry.

OPERATIVE PROVISIONS

1. The Transferee hereby covenants with the Company as follows:-

1.1 To observe and perform all the covenants and stipulations on the part of the Original Transferee contained in the Original Transfer.

1.2 On any sale, transfer or other disposal of the Premises to procure that the new owner or owners thereof enters into a Deed of Covenant in the form of the Deed of Covenant set out in Schedule 4 of the Original Transfer (mutatis mutandis).

1.3 On any sale, transfer or other disposal of the Premises to resign contemporaneously from and transfer and dispose of all rights attaching to his membership and directorship of the Company to the new owner or owners.

1.4 On any sale, transfer or other disposal of the Premises to procure that the new owner or owners of the Premises have at the date of such sale, transfer or other disposal applied to become a member of the Company with the intention that the owner or owners for the time being of the Premises at all time shall be members of the Company.

1.5 On any sale, transfer or other disposal of the Premises to procure contemporaneously that the new owner or owners of the Premises will (if so required by the Company) become a company director (as the case may be) of the Company.

1.6 To pay to the Company or its solicitors their proper costs in respect of the preparation and completion of these presents and any stamp duty payable thereon.

2. The parties acknowledge that:

2.1 The Transferee has applied to become a member of the Company and

2.2 [The Transferee has applied to become a company director of the Company.

OR

2.2 [The Company certifies that the Transferee is not required to apply to become a company director and/or the company secretary of the Company.]

3. The Company hereby consents to the registration of the transfer of the Premises in favour of the Transferee at the Land Registry.

The Transferee and the Company hereby agree that no transfer of the Premises by the Transferee shall be registered at the Land Registry without the consent of the Company or its successors in title

4. In this deed where the context so admits:

4.1 Words importing the singular number only include the plural number and vice versa words importing the masculine gender only include the feminine gender and reference to "the Company" and "the Transferee" shall include their respective successors in title.

4.2 Where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally.

This document is executed as a deed and is delivered on the date stated at the beginning of this deed.

Execution

Executed as a Deed by

SCOTT RESIDENTIAL LIMITED

by

Director :

Director/Company Secretary :

Signed as a Deed by

AVOCET MANAGEMENT COMPANY LIMITED :

.....
in the presence of

Witness signature:

Witness name (BLOCK CAPITALS):.....

Witness address:

.....
Witness occupation:.....

Signed as a Deed by

TENDRING DISTRICT COUNCIL :

in the presence of

Witness's signature:

Witness's name (BLOCK CAPITALS):.....

Witness's address:

.....
Witness' occupation:.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.