

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

Leave blank if not yet registered.	1 Title number(s) out of which the property is transferred: EX732672
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
<p>Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.</p> <p>Place 'X' in the appropriate box and complete the statement.</p> <p>For example 'edged red'.</p> <p>For example 'edged and numbered 1 in blue'.</p> <p>Any plan lodged must be signed by the transferor.</p>	<p>3 Property:</p> <p>Plot number 4 on the approved estate layout plan lodged at the Land Registry dated 28 February 2019</p> <p>Postal Address: 8 Brunswick Gardens, Mistley, Manningtree, Essex, CO11 1FN</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	4 Date:
<p>Give full name(s) of all of the persons transferring the property.</p> <p>Complete as appropriate where the transferor is a company.</p>	<p>5 Transferor:</p> <p>Go-Develop (Mistley) Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11044835</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
<p>Give full name(s) of all the persons to be shown as registered proprietors.</p> <p>Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.</p>	<p>6 Transferee for entry in the register:</p> <p>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>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

7	Transferee's intended address(es) for service for entry in the register: Council Offices, Thorpe Road, Weeley, CO16 9AJ
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): £1 (one pound) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions 12.1 Definitions 12.1.1. In this transfer the following terms shall have the meanings specified <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">Accounting</div> <div>means the period of twelve months ending on</div> </div>

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Year	31 st December (or such other date as the Management Company may from time to time decide)
Estate	means the land now and formerly comprised in title number EX732672 as Land at Harwich Road, Mistley, Manningtree
Estate Road	means the access road adapted for vehicular use within the Estate to gain access to and from the public highway known as Harwich Road
Estate Sewers	means those foul and surface water sewers forming part of the Estate
Management Company	Harwich Road Management Limited (Co. Registration. No. 11627235) whose registered office is at 2 nd Floor 167-169 Great Portland Street, London W1W 5PF
Management Company Services	cleaning, maintaining and repairing the Estate Road and Estate Sewers (until adoption) and any public liability insurance, tree maintenance, lighting, electricity, gates, security devices or other commonly used services necessary for the benefit of the Estate
Plan	means the plan annexed to this transfer
Planning Permission	means the planning permission granted under reference 15/01787/FUL or any amendment or subsequent planning permission
Projections	means electricity meters eaves gutters spouts downpipes chimney cappings foundations supporting pillars and stanchions and any similar structures
Service Apparatus	means sewers drains channels pipes watercourses gutters wires cables ducts flues conduits and other conducting media septic tanks holding tanks gas tanks and sewage treatment works and associated equipment
Services	means water soil effluent gas fuel oil electricity telephone telephonic signals television and other services
References to Transferor and Transferee	includes their respective successors in title

- 12.1.2 Words importing one gender shall be construed as importing any other gender
- 12.1.3. Words importing the singular shall be construed as importing the plural and vice versa
- 12.1.4 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 12.1.5 Where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons
- 12.1.6 The panel and clause headings do not form part of this transfer and shall not be taken into account in its construction

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

or interpretation

- 12.1.7 Any reference to a clause is to one so numbered in this panel unless otherwise stated
- 12.1.8 Any reference to a colour or letter is to one on the Plan

12.2 Rights granted for the benefit of the property

The Property is transferred together with the rights in common with the Transferor and all other persons who have or may in future have the like rights:

- 12.2.1 **Services:** the right so far as the same serve the Property of taking passage and running (as appropriate) of Services through the Service Apparatus and Estate Sewers which are now or in the future laid in on over or under the Estate SUBJECT in the case of the Service Apparatus to the Transferee paying a fair proportion of the cost of cleaning maintaining repairing and whenever necessary renewing the same
- 12.2.2 **Projections:** the right to maintain enjoy and use over on or under the adjoining land comprised in the Estate the Projections incidental to the user of the buildings on the Property which overhang stand on or protrude beneath the adjoining land comprised in the Estate
- 12.2.3 **Access:** the right to enter after the giving of reasonable notice and at all reasonable times (or in the case of emergency at any time without notice) upon the adjoining land comprised in the Estate other than any land covered by a building so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the buildings walls hedges fences and other boundary structures on the Property the Service Apparatus and the Projections causing as little damage as possible and making good to the reasonable satisfaction of the registered proprietors from time to time of the adjoining land any damage caused
- 12.2.4 **Right of way:** the right to pass and repass on foot and with or without motor vehicles over that part of the Estate Road and on foot only across footpaths and footways which are not hereby transferred for the purpose of gaining access to and egress from the Property
- 12.2.5 **Rights of Support and Protection:** to have the buildings comprised in the Property supported and protected by the adjoining buildings comprised in the Estate

12.3 Rights reserved for the benefit of other land

There are reserved out of the Property for the benefit of each and every part of the remainder of the Estate the following rights:

- 12.3.1 **Services:** the right (in common with all others entitled to this right and so far as the same serve other parts of the Estate) to take pass and run (as appropriate) Services through the Service Apparatus and Estate Sewers now or in the future laid in on over or under the Property
- 12.3.2 **Projections:** the right to maintain enjoy and use over on or under the Property the Projections incidental to the user of the buildings on the adjoining land comprised in the Estate which overhang stand on or protrude beneath the Property
- 12.3.3 **Access:** the right at any time to enter upon the Property other

than any land covered by a building with or without vehicles plant and equipment workmen agents employees servants of the Transferor or statutory undertakers and:

12.3.3.1 Future services:

- (i) to install lay or erect in on over or under it and thereafter at all times to use any Service Apparatus or Estate Sewers for the supply and passage of Services to or from any other part of the Estate and to alter enlarge or duplicate retain, inspect, maintain, repair, alter, renew, replace and remove Service Apparatus
- (ii) fell, trim or lop any trees, bushes and other vegetation on the Property which obstruct or interfere with the exercise of the rights reserved in this transfer

12.3.3.2 Future projections: to construct lay place or erect in on over or under it and thereafter at all times to maintain enjoy and use the Projections incidental to the user of the buildings to be constructed on the adjoining land comprised in the Estate overhanging standing on or protruding beneath the Property

12.3.4 Access: the right to enter after the giving of reasonable notice and at all reasonable times (or in the case of emergency at any time without notice) upon the Property so far as may be necessary for the purposes of constructing laying altering inspecting cleaning maintaining repairing renewing and demolishing the buildings walls hedges fences and other boundary structures upon the adjoining land comprised in the Estate and Service Apparatus and the Projections and for the purpose of complying with any covenant agreement or condition entered into by the Transferor with the Transferee or any other person causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused

12.3.5 Support and Protection: to have the adjoining buildings comprised in the Estate supported and protected by the buildings comprised in the Property

Include words of covenant.

12.4 Restrictive covenants by the transferee

12.4.1 The Transferee covenants with the Transferor to observe and perform the restrictions contained in clause 12.4.2 (the Restrictions) and it is agreed and declared that:

12.4.1.1 the benefit of this covenant is to be attached to and enure for each and every part of the Estate that remains unsold by the Transferor or has been sold by the Transferor with the express benefit of this covenant

12.4.1.2 the burden of this covenant is intended to bind and binds each and every part of the Property into whoever's hands it may come but not so as to render the Transferee personally liable for any breach of this covenant arising after the Transferee has parted with all interest in the Property or the part of the Property on which such breach is committed

12.4.1.3 an obligation in the Restrictions not to do any act or thing includes an obligation not to permit or

suffer that act or thing to be done by another person

12.4.2 The Restrictions:

12.4.2.1 **Use:** The Transferee must not without the previous written consent of the Transferor use the Property for the purpose of any profession trade business or manufacture of any description nor for any purpose other than as a single private dwelling house

12.4.2.2 **Nuisance:** The Transferee must not 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 owners or occupiers of any part of the Estate

12.4.2.3 **Alterations:** The Transferee must not, within five years from the date hereof, make any alterations to the exterior of the buildings now or subsequently erected on the Property or to the walls hedges and fences on the Property nor erect any additional buildings walls hedges and fences on the Property except with the written approval of the Transferor whose fees and those of its professional advisers in connection with the consideration of any such application whether granted refused or withdrawn shall be paid by the Transferee

12.4.2.4 **Open plan layout:** The Transferee must not plant any tree or shrub or erect any wall hedge or fence or other structure forward of the front line of the dwelling house and garage on the Property nor do anything to interfere with or destroy the open plan layout of the Estate

12.4.2.5 **Parking:** The Transferee must not park motor vehicles on or obstruct in any other manner any part of the Estate Road

12.4.2.6 **Parking:** The Transferee must not park boats caravans or trade vehicles (except trade vehicles in the course of delivering goods to or supplying services to the Property) on the Property or on any other part of the Estate

12.4.2.7 **Alienation:** not to transfer or otherwise dispose of the Property without:

12.4.2.7.1 first notifying the Management Company in writing of the intention to do so and simultaneously transferring the share in the Management Company to the proposed transferee and on completion of such transfer to enter into a deed of covenant with the Management Company to observe and perform the covenants contained in this transfer

12.4.2.7.2 agreeing in the transfer to the proposed transferee to a restriction being entered on the register of the title transferred in the form set out in clause 12.9.5 of this transfer.

12.4.2.8 **Landscaping:** Not to remove, lop, cut, damage or remove any trees, shrubs, hedges, plants or do anything which would affect the landscaping plan on the estate and in any event not without the prior written consent of the Transferor

12.4.2.9 The Transferee shall not:

12.4.2.9.1 do anything or allow anything to be done on the Property that may interfere with or damage the Service Apparatus or interfere with or damage the Service Apparatus

12.4.2.9.2 do anything to breach any covenants or restrictions contained in the charges register of title number EX732672 or anything which would be considered a breach of the Planning Permission

12.5 Restrictive and positive covenants by the transferor

The Transferor hereby covenants with the Transferee:

12.5.1 that in respect of any dwellings on the Estate that it has not disposed of at the time a demand for contribution to payments in respect of services provided by the Management Company is made of the Transferee it will pay such contribution in respect of such dwellings until the date it disposes of them by way of lease, transfer or otherwise.

12.5.2 that it will make up and complete the Estate Road serving the Property which is intended to be adopted as a highway maintainable at the public expense and the Estate Sewers on the Estate which are intended or required to be adopted and use reasonable endeavours for them to be adopted by the relevant highway or drainage authority and will maintain the Estate Sewers and Estate Road until the same are taken over by the relevant authority and will indemnify the Transferee against all costs, charges and expenses in respect thereof until such time as the same are taken over

12.5.3 that it will comply with the obligations contained in the S106 Agreement dated 24 August 2017 in respect of the Estate which relate to the use and occupation of the Property as Affordable Housing (as therein defined and are to be complied with by the Transferee) and to do so within the timescales which will enable the Property to be lawfully occupied in accordance with the provisions of that Agreement with effect from the date of this transfer and to indemnify the Transferee and its successors in title and those who derive title from them and their mortgagees and their respective successors in title against all costs charges and expenses arising from any breach of this covenant

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

12.6 Positive covenants by the Transferee

12.6.1 The Transferee covenants with the Transferor and the Management Company that the Transferee will observe and perform the covenants and conditions contained or referred to in the property proprietorship and charges registers of title number EX732672 so far as they relate to the Property and will indemnify and keep the Transferor and his estate indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor or his estate in respect of any future breach or non-observance or non-performance of those covenants and conditions

12.6.2 The Transferee covenants with the Transferor as follows:

12.6.2.1 unless express provision is elsewhere contained in this transfer or the same are maintained at public expense the Transferee must pay 1/25th of the expense incurred by the Management Company in carrying out its obligations and covenants in clause

12.7

- 12.6.2.2 the Transferee must make payment within 14 days of any demand for payment from the Management Company for carrying out their obligations
- 12.6.2.3 the Transferee must maintain and keep in good repair the walls hedges and fences hereby transferred and marked with an inwards "T" mark
- 12.6.2.4 the Transferee must replace to the satisfaction of the local planning authority any tree or shrub originally planted by the Transferor on the Property which dies or is cut down
- 12.6.2.5 the Transferee must forthwith on demand pay to the owner or other person so entitled all money payable by the Transferee as a condition of the exercise of any easement granted to the Transferee by this transfer
- 12.6.2.6 the Transferee must observe and perform all conditions contained in any planning permission affecting the Property
- 12.6.2.7 the Transferee shall (if required) enter into any wayleave agreement or deed of easement with the Transferor statutory undertaker or other company or person for the installation of Service Apparatus and supply of Services to the Estate

12.7 Positive covenants by the Management Company

- 12.7.1 The Management Company covenants with the Transferee to provide the following services subject to payment from the Transferee:
 - 12.7.1.1 providing the Management Company Services;
 - 12.7.1.2 providing a certificate of compliance for the purposes of dealing with the restriction referred to at clause 12.9.5 provided the transferee has complied with the covenants referred to at 12.4.2.7. and administering the transfer of shares in the Management Company in accordance with clause 12.4.2.7 of the transfer;
 - 12.7.1.3 as soon as convenient after the expiry of each Accounting Year commencing with the Accounting Year now current there shall be prepared and submitted to the Transferee a written summary ("the Statement") setting out the costs payable by the Transferee in a way showing how it is or will be reflected in demands for payment and showing money in hand. The Statement will be certified by a qualified Accountant as being in his opinion a fair summary complying with this requirement and sufficiently supported by the accounts receipts and other documents produced to him;
 - 12.7.1.4 any surplus of payments made by the Transferee shall be refunded or carried forward as the Management Company may think fit and shall be made clear in the Statement. A shortfall in payments shall be made good by the Transferee and be due on demand;
 - 12.7.1.5 any other service or amenity that the Management Company may in their reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the occupiers of the Estate and the Property.

1.8 Positive covenant by the Transferor

None

12.9 Agreements and Declarations

It is agreed and declared as follows:

- 12.9.1 the Transferee and his successors in title shall not be entitled to any right of access of light or air or other easement or right which would restrict or interfere with the free use of any land comprised in the Estate or any adjoining or neighbouring land of the Transferor for building or any other purpose
- 12.9.2 the Transferor shall be at liberty to modify waive or release all or any covenants stipulations or restrictions relating to the Property the Estate or any adjoining or neighbouring land now or in the future belonging to the Transferor whether imposed or entered into before at the same time as or after the date of this transfer AND to sell or dispose of any part of the Estate free from any restriction or stipulation AND the Transferor shall not in any way be bound by the plotting or general scheme of development of the Estate
- 12.9.3 unless the contrary appears on the Plan by 'T' marks the walls hedges and fences separating the Property from the adjoining plots and the buildings on them are party walls and fences and the rights and liabilities in respect of them shall be in accordance with the Law of Property Act 1925, s 38(1)
- 12.9.4 if there shall be any dispute between the owners of any part of the Estate who are liable to pay for the services provided by the Management Company the performance of those services or cost or as to the proportions in which the owners are liable to pay or contribute to such cost the same shall be referred to the decision of a chartered surveyor appointed by agreement between all the owners or in default of agreement within 14 days of one owner giving notice to all of the others of his nomination appointed by or on behalf of the President of the Royal Institution of Chartered Surveyors on the application of any of the owners and the surveyor shall act as an expert and not as an arbitrator and his decision shall be final and binding on all such owners and the costs of his appointment and decision shall be as he may award
- 12.9.5 Each of the parties hereto hereby apply to the Chief Land Registrar to enter a restriction in the proprietorship register of the title of the Property 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 Harwich Road Management Limited (Co. Registration. No. 11627235) of 2nd Floor 167-169 Great Portland Street, London W1W 5PF that the provisions of clause 12.4.2.7 of the Transfer dated have been complied with”.
- 12.9.6 The Property shall not, by virtue of this transfer have any rights or easements or the benefit on any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

13 Execution

Executed as a Deed by)
Go-Develop (Mistley) Limited)
Acting by a director)
In the presence of)

Witness signature:
Witness name:
Witness address:
Witness occupation:

Executed as a Deed by)
Harwich Road Management)
Company Limited)
Acting by a director)
In the presence of)

Witness signature:
Witness name:
Witness address:
Witness occupation:

Executed as a Deed by
Affixing the Common Seal of
Tendring District Council in
The presence of:-

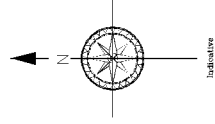
~~~~~  
Solicitor

### 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.



Residential Development  
Land off  
Harwich Road  
Mistley  
Essex

|                                                                                                                                              |               |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Tim Snow Architects<br>9A High Street, Brightlingsea<br>Colchester, Essex CO7 0AE<br>tel: +44 (0)1206 308300<br>info@timsnowarchitects.co.uk |               |
| Scale                                                                                                                                        | 1: 500 @ A4   |
| Date                                                                                                                                         | NOVEMBER 2018 |
| Drawing No 710/L/R/ Plot 4                                                                                                                   |               |
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CONVEYANCE PLAN