

HM Land Registry

Transfer of part of registered title(s)

TP1

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

1	Title number(s) out of which the property is transferred: DN13535 , [DN726624 - <i>pending first registration application. This is currently an allocated title number. The land in this allocated title no. DN726624 will only be transferred if the Council are fortunate enough to be registered as freehold proprietor</i>]
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: DN724640
3	Property: Land on the south side of Totnes Road, Collaton St Mary, Paignton [but only to comprise whatever interest the Transferor may hold in the land the subject of an application for first registration for which title number DN726624 has been allocated] The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: The Council of the Borough of Torbay of Town Hall, Castle Circus, Torquay TQ1 3DR <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register:

Commented [JQM1]: Title to this area of land has yet to be registered. This is currently an allocated title number

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM 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.

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

☐ For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): (£) [plus VAT in the sum of (£)]
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☐ full title guarantee
- ☒ limited title guarantee [(but with no title guarantee in relation to the land in title number **DN726624**)]

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

12.1 **Definitions and Interpretation**

Affecting Matters mean the covenants, exceptions,

Commented [JQM2]: NB:- The land in allocated title number DN726624 will not be transferred at all unless and until the Council is provided with a registered freehold title.

- any required or permitted statements
- other agreed provisions.

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.

reservations, rights and other matters (other than charges of a financial nature) contained or referred to in the Property and Charges Registers of title number DN13535;

Deed of Covenant means a deed of covenant in substantially the same form as the draft deed of covenant annexed at the Annexure to this Transfer with such amendments thereto as the Transferor may reasonably require and the Transferee approve (acting reasonably);

Disposition means one or more of the following in respect of the Property or any part of it:

- (a) the transfer or assent of the whole or any part of the Property, whether or not for valuable consideration; or
- (b) the grant of a lease over the whole or any part of the Property, whether or not for valuable consideration;

Drainage Agreement means an agreement pursuant to section 104 Water Industries Act 1991 for the making up and adoption of the Estate Sewers;

Estate Roads means roads and associated footpaths, street lighting and other street furniture to be constructed on the Property to serve the the Retained Land and the Transferor's Adjoining Land and all buildings erected on the Retained Land and on the Transferor's Adjoining Land in the future;

Estate Sewers means all of the foul and/or surface water sewers to be constructed within the Property to serve the the Retained Land and the Transferor's Adjoining Land and all buildings erected on the Retained Land and on the Transferor's Adjoining Land in the future;

Excluded Disposition means one or more of the following in respect of the Property or any part thereof:

- (a) any easement(s) contained in any transfer or lease of any part of the Property (including in a transfer or lease of an individual completed dwelling which is ready for occupation for valuable consideration);
- (b) a transfer or grant of a lease of any individual completed dwelling which

is ready for occupation (including any parking space and/or garage, the curtilage of any such dwelling and any driveway or shared driveway) for valuable consideration ;

- (c) a transfer of the freehold reversion of any dwellings let on long leases;
- (d) a transfer of any land and/or the grant of a lease required for an electricity sub-station, a pumping station or other site service installation or balancing lagoon;
- (e) a transfer of any land or dwellings required by any planning permission or planning agreement for social or affordable housing (including by shared ownership);
- (f) a transfer or dedication of any land which is to be adopted by a Relevant Authority;
- (g) the grant of a wayleave agreement or deed of easement to a service supply company or statutory body;
- (h) any transfer or grant of a lease or grant of any permanent easement or other deed or document in respect of the Disposition of any land for servicing or utility requirements or to a Relevant Authority performing a statutory function (including but not limited to electricity substations, gas governors, pumping stations, roads, footpaths or other infrastructure and ancillary equipment) and any land required pursuant to any agreement or undertaking made in accordance with a Planning Agreement, Road Agreement or Drainage Agreement or any other statutory agreement or statutory instrument (which shall include dedication); or
- (i) a legal charge or mortgage;

Expert means the person mentioned in the section of these additional provisions headed **Dispute Resolution** and who shall be a person having appropriate professional qualifications and experience and who shall be appointed (in default of

agreement) on the application of either Party by the President for the time being of the Royal Institution of Chartered Surveyors (or by a senior officer on his behalf);

Parties means the Transferor and the Transferee and **Party** means either the Transferor or the Transferee as the context so admits;

Plan means the plan or plans annexed to the Transfer;

Planning Agreement means an Agreement (or undertaking) entered into pursuant to section 106 Town and Country Planning Act 1990 or any equivalent statutory provision replacing the same;

Relevant Authority means all or any of the following in relation to the Property as appropriate:

- (a) such authority or body as shall have responsibility under statute for highway matters;
- (b) such authority or body as shall have responsibility under statute for drainage matters;
- (c) such authority or body as shall have responsibility under statute for planning matters;
- (d) such authority or body as shall have responsibility under statute for environmental matters;
- (e) any utility company concerned with the installation of Service Media and the provision of Services;
- (f) any other local or competent authority or body having jurisdiction in relation to the development of the Property and/or the infrastructure serving the same,

and the expression **Relevant Authorities** shall be construed accordingly;

Retained Land means the land retained by the Transferor being the land now comprised within title DN13535 excluding the Property;

Road Agreement means an agreement pursuant to section 37, section 38 and/or section 278 Highways Act 1980 for the making up and adoption of the

Estate Roads;

Service Media means sewers, drains, pipes, cables, pumping systems, channels, balancing ponds and other service media for the supply and (in respect of foul and surface water drainage) removal of Services;

Services means water, gas, electricity, telephone, telecommunications, surface water drainage, foul drainage and similar services; and

Transferor's Adjoining Land means the adjoining or nearby land currently registered under title number DN724640

12.2 Interpretation

In this Transfer:

- 12.2.1 except where a contrary intention appears, a reference to a clause or paragraph or schedule is a reference to a clause or paragraph or schedule of this transfer;
- 12.2.2 the Schedules are incorporated into this transfer;
- 12.2.3 clause and paragraph headings do not affect the interpretation of this transfer;
- 12.2.4 unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 12.2.5 a reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
- 12.2.6 words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa;
- 12.2.7 in this Transfer if any provision is held to be illegal, invalid or unenforceable, the legality,

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

	validity and enforceability of the remainder of this Transfer is to be unaffected;
12.2.8	unless the context otherwise requires, references to the Property, the Retained Land and the Transferor's Adjoining Land are to the whole and any part and each and every part of the Property, the Retained Land and the Transferor's Adjoining Land respectively;
12.2.9	the expressions "the Transferor" and "the Transferee" shall include the successors in title of the Transferor and the Transferee respectively;
12.2.10	an obligation not to do something includes an obligation not to cause, permit or allow the same; and
12.2.11	unless otherwise specified, the words "include", "includes" or "including" shall in this transfer be deemed to mean without limitation and any examples or list so referred shall not be exhaustive.
12.3	The Property is transferred together with the rights granted over the Retained Land contained in Part 1 of Schedule 1.
12.4	There is excepted and reserved out of the Property in favour of the Retained Land and the Transferor's Adjoining Land the rights set out in Schedule 2 .
12.5	Transferee's covenants
12.5.1	The Transferee hereby covenants by way of indemnity only and not further or otherwise with the Transferor to observe and perform the Affecting Matters insofar as the same affect the Property and subsist and are still effective and to indemnify and keep indemnified the Transferor and its successors in title from all costs claims and actions arising out of any future breach and non-observance thereof so far as aforesaid.
12.5.2	The Transferee hereby covenants with the Transferor: (i) to observe and perform the obligations set out in all Planning Agreements that relate to the Property; and (ii) to discharge all Community Infrastructure Levy liabilities that affect the Property; and (iii) to indemnify and keep indemnified the Transferor and its successors in title from all costs, claims and action arising out of any

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

	<p>future breach or non-performance of the provisions of this clause 12.5.2.</p> <p>12.5.3 For the benefit and protection of the Retained Land and for the benefit and protection of the Transferor's Adjoining Land or any part or parts thereof and so as to bind the Property and parts thereof into whosoever hands the same may come the Transferee hereby covenants with the Transferor and its successors in title that the Transferee and those deriving title under it will at all times hereafter observe and perform the obligations set out in Part 1 and Part 2 of Schedule 3 hereto.</p>
12.6	<p>Agreements and declarations</p> <p>It is hereby agreed and declared as follows:</p> <p>12.6.1 Rights of Light and Air</p> <p>The Parties shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of the Parties respective parts of the Land or any other land adjoining the Property and/or the Retained Land.</p> <p>12.6.2 Rights of Third Parties</p> <p>Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce any terms of this Transfer pursuant to the Contract (Rights of Third Parties Act 1999) but this does not affect any rights which are available apart from that Act.</p> <p>12.6.3 Implied Rights</p> <p>Section 62 Law of Property Act 1925 and the Rule in <i>Wheeldon v Burrows</i> do not apply to this Transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land except for those expressly granted or reserved by this Transfer.</p> <p>12.6.4 Reserved Rights</p> <p>(a) Any rights of entry on land shall be exercised only upon reasonable notice and at reasonable times (except in cases of emergency when</p>

no notice shall be required).

- (b) All requisite consents from any Relevant Authority for connections to and construction and/or laying of roads and/or Service Media pursuant to the rights hereby reserved shall be obtained by the person exercising the rights prior to effecting the same.
- (c) The person exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good all damage caused as soon as reasonably practicable.
- (d) For so long only as any such requirement is binding upon the Property (or any part or parts thereof) in consequence of any planning permission and/or ancillary Planning Agreement then the Transferee (and its successors) shall have the benefit of a licence to enter the Transferor's Adjoining Land at reasonable times in order to relocate (i) badgers; and (ii) slow worms; and (iii) cirl bunting from the Property onto such part of the Transferor's Adjoining Land as is designated by the Transferor but this provision shall be without prejudice to the use and/or redevelopment of the Transferor's Adjoining Land or any part or parts thereof. This is subject to the Transferee:
 - i carrying out and completing any such relocation works in a good and workman like manner and as quickly as reasonably possible and at its own cost;
 - ii carrying out any such works in accordance with a programme of works plans and specifications previously approved by the Transferor (such approval not to be unreasonably withheld or delayed);
 - iii complying with all legal and statutory requirements in carrying out such works;
 - iv keeping the Transferor fully and effectively indemnified in respect of all losses, costs, damages, injuries or

liabilities suffered or sustained as a consequence of entering onto the Transferor's Adjoining Land;

- v maintaining public and employers liability cover in relation to all losses, costs, damages, injuries or liabilities sustained in consequence of entering onto the Transferor's Adjoining Land to a level of cover previously approved in writing by the Transferor and providing a copy of such policy (including the policy schedule and receipt confirming the up to date payment of premiums) no less often than once in each and every 12 month period.

12.6.5 **Restriction and Excluded Disposition**

The Transferor acknowledges that in the event of the Transferee making an Excluded Disposition after the date of this Transfer it is not intended that any restriction entered on the title to the Property in accordance with clause 12.9 of this Transfer shall be entered on the title which is the subject of the Excluded Disposition and in the event of such a restriction being entered on the title to land which is the subject of an Excluded Disposition the Transferor shall promptly take such steps as shall be necessary to remove the restriction (including completing and signing such Land Registry form as may be appropriate) and in default the Transferee is authorised by the Transferor to remove such restriction.

Include words of covenant.

12.7 **Dispute resolution**

Unless otherwise provided in this Transfer any dispute between the Parties regarding any of the provisions of this Transfer shall be referred to the Expert. The Expert shall act as expert and not as arbitrator and his decision shall be final and binding on the Parties and the following provisions shall apply:

- 12.7.1 the Expert shall give the Parties the opportunity to make representations to him before making his decision;
- 12.7.2 the Expert shall be entitled to obtain opinions from others if he so wishes;
- 12.7.3 the Expert shall give reasons for his

Include words of covenant.

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

	decision;
12.7.4	the Expert shall comply with any time limits or other directions agreed by the Parties;
12.7.5	the charges and expenses of the Expert shall be borne equally between the Parties or in such other proportions as the Expert may direct.
12.8	Application The Transferor and the Transferee hereby apply to the Chief Land Registrar to enter into the Registers of the Titles to the Property and the Retained Land such of the rights reservations exceptions covenants and conditions contained or referred to herein as are capable of registration.
12.9	Restriction 12.9.1 The Transferor and the Transferee hereby apply to the Chief Land Registrar for the entry of the following restriction upon the Proprietorship Register of the title of the Property in the following terms (and he Transferee shall procure that the said Restriction is registered in priority to any charge to be registered against the title to the Property or any part or parts thereof): "Restriction - 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 The Council of the Borough of Torbay or by its conveyancer that the provisions of paragraph 1 of Part 1 of Schedule 3 of a Transfer dated [] made between (1) The Council of the Borough of Torbay and (2) [] have been complied with or do not apply". This Transfer has been executed by the Transferor and the Transferee and delivered as a Deed and is delivered and takes effect on the date stated at the beginning of it. Schedule 1 Rights Granted Part 1

Rights for the benefit of the Property over the Retained Land

1 Right of Support

- 1.1 The right to subjacent and lateral support by or from the Retained Land and the Transferor's Adjoining Land for the benefit of the Property.

Schedule 2

Rights reserved

1 Right of way

The right to pass and repass with or without vehicles at all times and for all purposes over the Property along a route to be approved by the Transferor acting reasonably and without delay (or in the absence of a determination by the Transferee then along a route determined by the Transferor in writing but acting reasonably) for the purpose of gaining access to and from the Retained Land and the Transferor's Adjoining Land pending the construction of the Estate Roads **provided that** this right shall apply only to the Estate Roads once the Estate Roads have been constructed in full to base course level.

2 To connect to and use the Estate Sewers

Following construction of the Estate Sewers to the boundary of the Property and the Retained Land and the Transferor's Adjoining Land, the full and free right to connect to and thereafter use the Estate Sewers together with a right (upon reasonable prior written notice) to enter upon the Property but only so far as strictly necessary with workmen and equipment for the purpose of (a) making connections with the Estate Sewers and/or (b) testing, cleaning, maintaining, renewing, repairing and upgrading the Estate Sewers and the connections thereto until the same are adopted or taken over by the Relevant Authority.

3 To connect to and use existing and new Service Media

The full and free right to use such existing Service Media within the Property and the full and free right to connect to and use any new Service Media to be laid in the future within the Property together with the right (upon reasonable prior written notice) to enter upon the Property but only so far as strictly necessary with workmen and equipment for the purpose of making connections with and for the purpose of testing cleaning maintaining renewing repairing and upgrading such

Service Media and the connections thereto.

4 Rights of Entry

4.1 The right to enter upon such parts of the Property as shall be reasonably necessary at any time for the purpose of (a) connecting to, inspecting, maintaining, repairing or cleansing the Estate Roads and the Estate Sewers and (b) laying connecting to inspecting, maintaining, repairing, cleansing, upgrading and augmenting any Service Media.

4.2 The right at all reasonable times to enter after reasonable notice (except in the case of emergency) upon the Property where necessary for the purpose of constructing, repairing, maintaining and replacing any building or other feature within the Retained Land or on the Transferor's Adjoining Land or for any other reasonable purpose where necessary in connection with the development of the Retained Land and/or the Transferor's Adjoining Land.

5 Step in rights

The right in the event of default by the Transferee to perform the positive obligations set out in Part 2 of the Schedule 3 hereto to enter upon the Property and (at the cost of the Transferee – the costs of the Transferor to be reimbursed upon demand following provision of reasonable evidence of such costs incurred by the Transferor on a full indemnity basis) to carry out such works and/or take such action as may be necessary and to act as attorney and agent of the Transferee for the purpose of executing a relevant document to remedy any breach **provided always that** (a) before exercising such right the Transferor shall serve 28 days prior written notice on the Transferee referring to the provisions of this clause and (b) the Transferor shall be entitled to exercise such right only if the Transferee shall fail within such 28 day period to promptly and diligently take steps to complete any works which are outstanding and such other action as may be necessary **provided that** if due to exceptionally adverse weather conditions or other circumstances reasonably outside the Transferee's control and which could not have been reasonably foreseen there is a delay by the Transferee in promptly and diligently taking steps to complete any works which are outstanding then the said 28 day period shall be extended by such period as is reasonable in all the circumstances.

6 Right of Support

The right to subjacent and lateral support by or from the Property for the benefit of the Retained Land and for the benefit of the Transferor's Adjoining Land.

Schedule 3

before referred to Transferee's covenants

Part 1

Transferee's restrictive covenants

1 Deed of covenant

Not to make any Disposition of the Property or any part of it without procuring that the disponent prior to or on the completion of each such disposal delivers to the Transferor a deed of covenant with the Transferor in the form of the Deed of Covenant **provided that** in no event shall a Deed of Covenant be required in respect of an Excluded Disposition.

2 No nuisance

2.1 Not to cause or permit to be done in or upon the Property or any part thereof any act or thing which may be or become a nuisance annoyance or disturbance to the owners or occupiers for the time being of the Retained Land or any part thereof **provided that** the lawful development and use of the Property in accordance with any planning permission granted in respect of the Property shall not be a breach of this covenant.

2.2 Not to obstruct or permit to be obstructed any rights or easements hereby reserved in favour of the Retained Land or the Transferor's Adjoining Land.

Part 2

Transferee's positive covenants

1 Estate Roads

1.1 At all times to keep all bat boxes and the bat cooling tower situated within the Property in good repair and condition and replacing the same on a like for like basis whenever reasonably necessary.

1.2 At the expense of the Transferee to construct Estate Roads within the Property to a standard required for adoption and in accordance with the requirements of the Relevant Authority in order to serve (but not necessarily exclusively) the the Retained Land and the Transferor's Adjoining Land (and all buildings erected on the Retained Land and on the Transferor's Adjoining Land in the future) such construction to base course to be completed by no later than 36 months after the date of this Transfer.

1.3 At the expense of the Transferee to apply the final wearing course to the said Estate Roads and to

	complete the construction of the footpaths and street lighting along the said Estate Roads as quickly as reasonably practicable after the construction of the Estate Roads to base course level and in any event within 40 months of the date of this Transfer.
1.4	To maintain the said Estate Roads at all times to the satisfaction of the Relevant Authority pending adoption and to comply with the agreements for construction maintenance and adoption thereof at all times.
2	Estate Sewers
2.1	At the expense of the Transferee to construct Estate Sewers within the Property to a standard required for adoption with connection points to or as close to the boundaries of the Retained Land and the Transferor's Adjoining Land as the Relevant Authority shall permit such sewers to be of such capacity as shall be sufficient to drain the whole of the Property when fully developed and the Retained Land and the Transferor's Adjoining Land (and all buildings that may be erected on the Retained Land and on the Transferor's Adjoining Land in the future) to be completed ready for connection and use within 36 months of the date of this Transfer.
2.2	To maintain the said Estate Sewers at all times to the satisfaction of the Relevant Authority pending adoption and to comply with the agreements for construction maintenance and adoption thereof at all times.
3	Service Media
	At the expense of the Transferee to provide or secure the installation of permanent gas, water, electricity and telecommunications Service Media within the Property with connection points to or as close to the boundaries of the Retained Land and the Transferor's Adjoining Land as the Relevant Authority shall permit (the position of such connection points being subject to the direction and consent of the Relevant Authorities) such service media:
3.1	to be installed in a good and workmanlike manner to a standard required by the appropriate relevant supplier;
3.2	to be of sufficient capacity to serve the Property when fully developed for residential purposes and the Retained Land and the Transferor's Adjoining Land (and all buildings that may be erected on the Retained Land and on the Transferor's Adjoining Land in the future); and
3.3	to be installed and completed within 36 months of the date of this Transfer.

4	Adoption Agreements
4.1	To use all reasonable endeavours to procure as soon as reasonably practicable entry into a Road Agreement with the Relevant Authority in relation to the Estate Roads such Agreement to be supported by such security as the Relevant Authority shall require and the Transferor shall approve.
4.2	To use all reasonable endeavours to procure entry as soon as reasonably practicable into a Drainage Agreement with the Relevant Authority in relation to the Estate Sewers such Agreement to be supported by such security as the Relevant Authority shall require and the Transferor shall approve.
4.3	To provide the Transferor with full certified copies of the Road Agreement (if any) and the Drainage Agreement (if any) (including colour copies of all relevant plans) within ten working days of receipt by the Transferee after the same have been concluded.
4.4	To comply with the terms of all Road Agreements and Drainage Agreements entered into upon the terms therein set out.
4.5	Upon receipt of written notice from the Transferor to enter into any relevant Drainage Agreement (as landowner but not for any other purpose) in respect of any connections made to the Estate Sewers within the Property by the Transferor as soon as reasonably practicable provided that the Transferee shall have no responsibility for the construction or maintenance of such connections and subject to the Transferor providing the Transferee with a full and complete indemnity in respect of the obligations contained in such Agreement and to meeting the Transferee's reasonable and proper legal costs.
4.6	The diversion of any existing sewers, drains and other Service Media within the Property must be carried out strictly in accordance with all applicable statutory requirements and in accordance with any covenants applicable to such diversion or removal as may be binding upon the Transferor and the Transferee shall keep the Transferor fully and effectively indemnified in respect of all costs, claims, demands, losses and liabilities suffered or incurred by the Transferor in consequence of the removal and/or diversion of any such sewers, drains and other Service Media.
4.7	To comply with the obligations contained in paragraph 6 of Schedule 3 of an Agreement dated [] and made between the Council of the Borough of Torbay and [].
4.8	Costs arising as a result of Transferee's default

To pay to the Transferor all costs and expenses incurred by the Transferor in relation to the Transferor's exercise of its step in rights pursuant to Schedule 2 on a full indemnity basis in the event of the Transferee failing to comply with any of its positive obligations contained in this Part 2 of Schedule 3.

Annexure

Form of Deed of Covenant

This deed is made the day of 20[] between **The Council of the Borough of Torbay** (the **Council**) of the first part and [] of [] (the **Buyer**) of the second part

whereas

- 1 By a Transfer dated the day of 20[] (the **Transfer**) made between the Council of the first part and [] of the second part (the **Transferee**) the Property known as land at [] (the **Property**) was transferred to the Transferee subject to the terms and conditions therein mentioned and to the observance and performance of the covenants on the part of the Transferee therein contained.
- 2 The Transfer provides in paragraph 1 of Part 1 of Schedule 3 that upon any Disposition of the Property (other than an Excluded Disposition) (as the same are defined in the Transfer) the transferee shall procure that such transferee shall enter into a Deed of Covenant with the Council in the form set out in the Annexure to the Transfer.
- 3 The Buyer has by a transfer of even date herewith taken a [transfer/ lease/ amend as appropriate] of the property known as [] (hereafter referred to as "the Land") being part of the Property and has agreed to enter into this deed as hereinafter appears.

Buyer's covenants

- 4 The Buyer for himself and his successors in title to the Property **hereby covenants** with the Council:
 - 4.1 to observe and perform the covenants and other obligations on the part of the Transferee contained in the Transfer in so far as they relate to the Land; and
 - 4.2 not to transfer lease or otherwise complete any Disposition of the Land (other than an Excluded Disposition) (as the said terms are defined in the Transfer) without procuring that upon completion thereof the transferee or lessee or other disponent as applicable enters into a deed of covenant the Council in

the form of the deed set out in the Annexure to the Transfer and forthwith to deliver such deed to the Council duly executed by the said transferee or lessee at his own cost and expense.

Restriction

The Council and the Buyer hereby apply to the Chief Land Registrar for the entry of the following restriction upon the Proprietorship Register of the title of the Land in the following terms (and the Buyer shall procure that the said Restriction is registered in priority to any charge to be registered against the title to the Land or any part or parts thereof)::

"Restriction - 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 written consent signed by The Council of the Borough of Torbay or by its conveyancer that the provisions of paragraph 1 of Part 1 of Schedule 3 of a Transfer dated [] made between (1) The Council of the Borough of Torbay and (2) [] have been complied with or do not apply".

This Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

13 Execution

The common seal of)
the Council of the)
Borough of Torbay)
was hereunto affixed in the)
presence of:)

.....
Authorised signatory

Executed as a deed by)
[])
acting by its attorneys)
[])
in the presence of:)

Signature of Witness:
Name of Witness:
Address:

Occupation:

and [])
in the presence of:)

Signature of Witness:

Name of Witness:

Address:

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.

© Crown copyright (ref: LR/HO) 06/19