

**Original Deed of Transfer
for house in area Aii**

Note that it is believed that all houses in area Aii had the same Deed of Transfer from the builders but it is possible that some houses may have had minor variations.

An Un-Redacted confidential copy of this document is held by Posol's Managing Agent under file reference:
M-H-TransDeed-Aii.pdf

THIS TRANSFER made on the date stated in the foregoing Particulars BETWEEN the Vendor specified in paragraph (1) of the Particulars the Company specified in paragraph (2) of the Particulars and the Purchaser specified in paragraph (3) of the Particulars WITNESSETH as follows:

1. In this Transfer the following expressions shall where the context so admits have the meanings respectively ascribed to them hereunder:

(a) "the Vendor" means the Vendor hereinbefore named

(b) "the Company" means the Company hereinbefore named

(c) "the Purchaser" means the Purchaser hereinbefore named

(d) "the estate" means the residential area at Port Solent North Harbour Portsmouth Hampshire which said residential area is shown for the purposes of identification edged by thick black lines on the location plan annexed hereto and the expression "the estate" shall include any greater or lesser area

(e) "the premises" means the house and land referred to in paragraph (4) of the Particulars and more particularly described in Schedule I

- (f) "the estate roads" means the roadways vehicle cross-overs and pavements within the estate which it is intended shall be adopted by the Local Highway Authority
- (g) "the open area" means the part of the premises that lies between the adjoining or adjacent portion of the estate roads and the elevation or elevations of the house hereby transferred that face the adjoining or adjacent portion of the estate roads
- (h) "the estate facilities" means the garage courtyard areas the landscaped areas (including the landscaped area lying between the Northern boundary of the estate and the main road known as the Perimeter Road) and all other common parts and common facilities of or on the estate
- (i) "the financial year of the Company" means the annual period determined by the Company at its discretion of which notice shall have been given in writing by the Company to the Purchaser and which until otherwise notified shall be 1st April to 31st March in the following calendar year
- (j) "the Marina" means the marina basin and associated land at Port Solent comprising (inter

alia) water areas pontoons promenades landscaped areas bunds revetments marina walls lock and lock gates and buildings and other facilities and the access channel to the Marina

(k) "the Port Solent Charge" means the amounts which the Company shall from time to time pay to Port Solent Limited or its successors in title or other the operators from time to time of the Marina towards (inter alia) the maintenance cleaning repair renewal and insurance of the Marina pursuant to the Company's existing or future underlease or underleases of the mooring areas adjacent to the estate

(l) "the Relevant Proportion" means:-

$$\frac{1}{H}$$

where H equals the total number of houses on the estate when the development thereof shall have been completed PROVIDED ALWAYS that pending completion of the development of the estate the Relevant Proportion shall be such proportion as the Company shall determine (such determination being final and binding on the Purchaser) to be fair and reasonable having regard to all relevant circumstances

(m) "the Interest Rate" means the rate of Four pounds (£4) per centum per annum above the base rate from time to time in force of National Westminster Bank PLC (or if there shall be no such base rate the rate of interest payable hereunder shall be Twelve pounds (£12) per centum per annum)

(n) "the perpetuity period" means the period of eighty years commencing on the First day of January One thousand nine hundred and eighty-eight

1. IN consideration of the Purchase Price specified in paragraph (5) of the Particulars now paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner HEREBY TRANSFERS to the Purchaser ALL THAT the premises TOGETHER with the rights set out in Schedule II but EXCEPT AND RESERVING unto the Vendor and Portsmouth City Council and its and their respective successors in title and the Company and the owners of the other houses and garages on the estate as mentioned in Schedule III and SUBJECT TO the covenants and rights mentioned or referred to on the Property and Charges Registers of Title No. HP 329594

2. THE Purchaser so as to bind the owner for the time being of the premises and so that this covenant

shall be for the benefit and protection of the estate (other than the premises) and every part thereof HEREBY COVENANTS with the Vendor and with all other persons claiming under it as purchasers of any part or parts of the estate and with the Company that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the covenants and stipulations on his part set out in Schedule IV

3. THE Purchaser HEREBY FURTHER COVENANTS with the Vendor and as a separate covenant with the Company so as to bind the owner for the time being of the premises and so that this covenant shall be for the benefit and protection of the estate (other than the premises) and every part thereof as follows:-

(a) that the Purchaser will at all times hereafter comply with and observe and perform any reasonable regulations which the Company may from time to time make concerning the estate facilities

(b) that when the Purchaser shall transfer his estate or interest in the premises to another person the Purchaser shall (1) simultaneously obtain the execution by such person and the delivery to the Company of a Deed of Covenant between such person and

the Company in the terms of the specimen form of Deed of Covenant set out in Schedule VI and (ii) procure that such person shall simultaneously become the holder beneficially of one "A" ordinary share in the Company

(c) upon any devolution transmission or transfer of the premises to which the Purchaser is not a party or over which the Purchaser has no control the Purchaser will use his best endeavours to ensure that any person thereby becoming the owner of the premises shall forthwith become the holder beneficially of one "A" ordinary share in the Company and execute and deliver to the Company a Deed of Covenant as aforesaid

(d) if and so long as the Purchaser is not the holder of an "A" ordinary share in the Company the Purchaser will carry out the obligations attaching to such share in the Company referable to the premises in accordance with the Memorandum and Articles of Association of the Company and will indemnify the holder for the time being of such share against any liability in respect of such obligations and upon being requested so to do by the Company or the Vendor will accept a transfer of such share in any manner authorised by the Articles of Association of the

Company and will pay the nominal value of such share as the purchase price thereof

(e) not to charge or mortgage the premises in such a manner as would prevent the chargee or mortgagee from transferring the premises otherwise than in compliance in all respects with sub-clause (b) of this Clause

(f) (i) the Purchaser will contribute and pay to the Company on demand the Relevant Proportion of the costs expenses outgoings and matters mentioned or referred to in Part II of Schedule V and value added tax thereon where applicable

(ii) the contribution under paragraph (i) of this sub-clause for each financial year of the Company shall be estimated by the Company (whose decision shall be final and binding on the Purchaser) prior to the beginning of each financial year of the Company and the Purchaser shall pay the estimated contribution by two instalments the first instalment (being two-thirds of the estimated contribution) on the first day of the financial year of the Company and the second instalment (being one-third of the estimated contribution) six calendar months thereafter

(iii) as soon as reasonably may be after the end of each financial year of the Company when the actual amount of the said costs expenses outgoings and matters for that year has been ascertained the Purchaser (on being supplied with a sufficient statement of account) shall forthwith pay the balance due to the Company or receive a refund of any amount overpaid

(iv) the certificate of the Company as to any amount due to the Company under paragraph (iii) of this sub-clause shall (in the absence of any manifest error or omission) be final and binding on the Purchaser

(v) in the event that the Purchaser shall fail to pay any amounts to the Company pursuant to paragraphs (i) (ii) or (iii) of this sub-clause within fourteen days of receipt of the Company's written demand therefor the Purchaser shall pay interest thereon calculated on a day-to-day basis (as well after as before any judgment) at the Interest Rate from the date of demand to the date of actual payment

4. THE Company hereby covenants with the Purchaser that it will:

(a) (subject to contribution and payment by the Purchaser as provided in clause 3(f) hereof) at all

times observe and perform the obligations on its part set out in Part I of Schedule V and also will at all times pay the Port Solent Charge

(b) on demand by any successor in title of the Purchaser enter into a Deed of Covenant with such successor in title in the terms of the specimen form of Deed of Covenant set out in Schedule VI

(c) consent to the registration of a transfer of the premises by the Transferee (here meaning the Transferee named in this Transfer) if at that time there shall be no unremedied breach of any of the covenants contained in clauses 2 and 3 hereof and if the transferee shall have first entered into a Deed of Covenant with the Company in the terms of the specimen form of Deed of Covenant set out in Schedule VI

5. IT IS HEREBY AGREED AND DECLARED that:-

(a) The Purchaser shall not by virtue of this deed acquire any right of light or air to the premises or any other right or easement (except as herein expressly granted) which would restrict or interfere with the free use by the Vendor of the remainder of the estate for building or any other purposes

(b) Every wall dividing the house and/or garage hereby transferred from an adjoining house and/or

garage on the estate shall be a party wall severed medially and the fences or walls which divide the garden or patio or forecourt of the premises from the garden or patio or forecourt of the adjoining house or houses on the estate shall henceforth be deemed to be party fences or walls and shall be used and maintained accordingly

(c) All eaves spouts down rainwater spouts drains water pipes and all other matters and things now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of the premises and the owners and occupiers for the time being of adjoining or neighbouring houses and/or garages on the estate shall continue to be so used and enjoyed and shall be repaired and maintained at the fair and proportionate expense of those persons entitled to the use and enjoyment thereof

(d) Nothing herein contained or implied shall operate to prevent the Vendor from disposing of any part of the remainder of the estate free from any or all of the covenants and stipulations set out in Schedule IV or from altering the layout or lotting of any part of the remainder of the estate

6. THE Purchaser HEREBY COVENANTS with the Vendor but by way of indemnity only and only insofar as the covenants mentioned or referred to on the Charges Register of Title No. HP 329594 relate to the premises and are still subsisting and capable of taking effect that he will at all times hereafter duly perform and observe such covenants and will keep the Vendor effectually indemnified against all actions proceedings costs claims and demands whatsoever in respect of such covenants so far as aforesaid

7. THE Vendor HEREBY COVENANTS with the Purchaser that upon the estate roads being adopted by the Local Highway Authority the Vendor will indemnify the Purchaser and his successors in title against any road charges which may be payable to such Authority in respect of the premises and that until the estate roads are so adopted the Vendor will at its own expense maintain the same in good repair and condition

8. WHERE the expression "the Purchaser" includes two persons such persons hereby agree and declare that the survivor of them can give a valid receipt for capital money arising on a disposition of the premises

9. IN this Transfer where the context so admits:-

(a) Words importing the masculine gender only include the feminine gender

(b) Words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression "the Purchaser" covenants expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally

(c) The expressions "the Vendor" "the Company" and "the Purchaser" shall be deemed to include the parties hereto and any person or corporate body claiming title under them respectively and further the expression "the Company" shall where the context so admits include any company or other body which shall at any time assume the duties and liabilities of the Company

(d) Any reference to a covenant clause or schedule without reference to the document of which it forms part is a reference to the covenant clause or schedule contained in this Transfer

10. THE parties hereto hereby apply to the Chief Land Registrar to enter notice of the covenants stipulations rights exceptions and reservations contained in this Transfer on the Register of the premises and in

particular the Transferor and the Company hereby apply for and the Transferee hereby consents to the entry on the Register of the premises the following Restriction:

"Except under an Order of the Registrar no transfer by the proprietor of the land is to be registered without the consent of Posol Residents Management Company Limited"

SCHEDULE I

(Description of the premises)

ALL THAT the piece or pieces of land shown edged red on the principal plan annexed hereto known as Plot No. TOGETHER with the dwellinghouse and garage (if any) erected thereon or on some part or parts thereof which said piece or pieces of land form part of the land comprised in Title No. HP 329594

SCHEDULE II

(Rights granted to the Purchaser)

(1) The right of way in common with the Vendor and the owners and occupiers of all other houses and garages on the estate and the Company and all others entitled to the like right for the purpose of access to and egress from the premises with or without vehicles (where appropriate) over and along the estate roads and such

of the common parts of the estate as afford access to or egress from the premises

(2) The right of passage and running of water soil gas electricity and other services from and to the premises through the sewers drains pipes gutters cables wires ducts and conduits in under over or upon the remainder of the estate

(3) The right in common with the owners and occupiers of other houses on the estate to use the communal television aerial serving the premises and the conducting media serving the same

(4) Such rights of access to and entry upon the adjoining or neighbouring properties on the estate (including the houses and garages thereon) with or without workmen upon giving not less than Forty eight hours notice (except in case of emergency) as are necessary for the purpose of maintaining repairing renewing or cleansing the party walls or flank walls or eaves of the premises SUBJECT to the Purchaser or his successors in title causing as little damage as possible to the said adjoining or neighbouring properties in the exercise of such right and making good with all reasonable despatch any damage caused

(5) All rights of support and protection and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the premises from over under or against other parts of the estate

SCHEDULE III

(Exceptions and Reservations)

(1) The right of passage and running of water soil gas electricity and other services from and to all other parts of the estate through the sewers drains pipes gutters cables wires ducts and conduits now or hereafter during the perpetuity period in under over or upon the premises for the service of other parts of the estate with power for the Vendor Portsmouth City Council the Company and the owners of the other houses and garages on the estate and any persons authorised by it or them to enter upon the premises at reasonable times and whenever possible by appointment to inspect repair maintain renew and make connections with any of such sewers drains pipes gutters wires cables ducts and conduits the person or persons exercising such right of entry causing as little damage as possible to the premises and making good with all reasonable despatch any damage caused

(2) Such rights of access to and entry upon the premises with or without workmen by the Vendor and the owners of other houses and garages on the estate upon giving not less than Forty eight hours notice (except in case of emergency) as are necessary for the purpose of maintaining repairing renewing or cleansing the party walls or flank walls or eaves of any adjoining or neighbouring houses or garages the person or persons exercising such right of entry causing as little damage as possible to the premises and making good with all reasonable despatch any damage caused

(3) The right to maintain on the premises the conducting media (in so far as the same runs through under or over the premises) serving the communal television aerial system serving the estate and the right to inspect repair or renew the same

(4) The right to enter onto the premises so far as may be necessary for the proper fulfilment of the obligations set out in Part I of Schedule V

(5) All rights of support and protection and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other parts of the estate from over under or against the premises

(6) The right if so required to affix place or otherwise erect and keep on the exterior of the premises lighting facilities and/or meters for the use and benefit of the estate

(7) The right to enter upon any unbuilt-upon part of the premises for the purpose of planting trees or shrubs or sowing grass or laying turves in order to accord with any landscaping requirements of the Local Planning Authority

SCHEDULE IV

(Purchaser's Covenants)

(1) Nothing shall be done or suffered to be done on the premises or on any other part of the estate which shall be or grow to be a nuisance or annoyance to the Vendor or the Company or the owners or occupiers of any other houses or garages on the estate or any adjoining or neighbouring property

(2) (a) Not at any time to erect or suffer to be erected any buildings walls fences or other structures (save for any existing screen walls or fences and future replacements thereof) or to grow or permit to grow any hedge on the open area

(b) Without prejudice to paragraph (2)(a) of this Schedule not without the prior written consent of the

Company to make or suffer to be made any alteration or addition to the external appearance of the premises or to erect or suffer to be erected any additional buildings walls fences or other structures of any nature whatsoever on the premises

(3) Not to permit or suffer the premises to be used otherwise than for private residential purposes

(4) Not to obstruct any of the estate roads or any of the estate facilities in any manner whatsoever nor to permit the same to be obstructed

(5) To maintain the open area in a neat and tidy condition and (where appropriate) properly and attractively cultivated

(6) Not to permit the exterior of the premises to be decorated otherwise than in the following manner:

all rendering - cream (Artex Hyclad or similar)

all joinery - teak or ebony stain (Sadolins or similar)

garage door (where applicable) - gloss red (to British Standard BS 04 D 45 or any future replacement thereof)

and at all times to maintain the external decoration of the premises in a satisfactory condition

(7) Not to erect or suffer to be erected on the premises any external aerial or wiring or other similar apparatus or equipment or any external trellis

(8) Not to dry washing or permit washing to be dried in such manner as to be visible from outside the premises

(9) (a) Not to park or place on the premises or on any other part of the estate any caravan or lorry provided always that this shall not preclude the Purchaser from keeping a caravan inside the garage of the premises or the temporary parking of lorries for loading or unloading purposes

(b) Not to park or place any boat on the premises (except in the car port or garage of the premises) or on any other part of the estate

(10) Not to open any new gates in or otherwise alter the existing boundary fencing of the premises

(11) To permit the Company (if the Company acting reasonably shall consider that the Purchaser is in breach of any of the covenants in paragraphs (5) or (6) of this Schedule) to enter on to the premises and carry out whatever work may be reasonably necessary to remedy any breach of any of the covenants contained in paragraphs (5) or (6) of this Schedule and the costs

thereby incurred by the Company shall be a debt due from the Purchaser to the Company and be forthwith recoverable by action

(12) During the period of five years commencing with the First day of April One thousand nine hundred and eighty-eight not to display or exhibit any sign notice placard or other means of advertisement in over or upon the premises or any other part of the estate indicating that the premises or any part thereof are for sale or to let

SCHEDULE V

Part I : the Company's obligations

(1) To pay all existing and future rates taxes assessments and outgoings now or hereafter imposed or payable in respect of the estate facilities

(2) To maintain the estate facilities in good repair order and condition and (without prejudice to the generality of the foregoing) to keep the landscaped areas properly planted with trees shrubs and bushes where appropriate and the grass mown and to keep the garage courtyard areas properly repaired surfaced swept and free from litter and obstruction

(3) To provide a communal television aerial system for the estate and to maintain the same in good repair working order and condition

Part II : costs expenses outgoings and

matters to which the Purchaser is to contribute

1. The expenses incurred by the Company in carrying out its obligations under Part I of this Schedule
2. Seventy-three per centum of the Port Solent Charge
3. The cost of maintaining a policy of insurance covering liability for injury to persons on or within the estate facilities and the cost of maintaining such policies of insurance as the Company may consider necessary or desirable in respect of loss of or damage to the estate facilities by fire or other perils.
4. All other expenses incurred by the Company in and about the maintenance and proper and convenient management of the estate facilities including (but without prejudice to the generality of the foregoing) any interest paid on any money borrowed by the Company to defray any expenses incurred by it and specified or referred to in this Schedule and any legal or other costs bona fide incurred by the Company in taking or defending any proceedings (including any arbitration) in connection with the estate facilities or arising out

of the carrying out by the Company of its obligations or the exercise of its powers in relation to the estate

5. The fees and disbursements paid to any managing agents appointed by the Company in respect of the estate

6. The fees and disbursements paid to any accountant solicitor or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to in this Schedule and the collection of the contributions and payments due from owners of the houses on the estate

7. Value added tax (or any other tax or levy which may be introduced in addition thereto or in substitution therefor) properly payable or chargeable on the costs expenses outgoings and matters referred to in the preceding paragraphs of Part II of this Schedule

SCHEDULE VI

(Specimen form of Deed of Covenant)

THIS DEED OF COVENANT is made the _____ day of _____
19 ____ BETWEEN POSOL RESIDENTS MANAGEMENT
COMPANY LIMITED whose registered office is at _____

(hereinafter called "the Company") (1) and [insert name and address of incoming Purchaser] (hereinafter called "the Transferee") (2)

W H E R E A S

(A) By a Transfer (hereinafter called "the First Transfer") dated 19 made between Higgs and Hill Homes Limited (1) the Company (2) and [] (hereinafter called "the First Purchaser") (3) the property known as [insert brief description of the premises] (hereinafter called "the premises") was transferred to the First Purchaser upon the terms and conditions more particularly therein contained

(B) In the First Transfer the First Purchaser covenanted (inter alia) with the Company on behalf of himself and his successors in title not to transfer his estate or interest in the premises to another person without simultaneously obtaining the execution by such person and the delivery to the Company of a Deed of Covenant with the Company in the terms of the specimen form of Deed of Covenant set out in Schedule VI of the First Transfer

(C) The Transferee has purchased the premises by a transfer of even date herewith and the Transferee and the Company have agreed to enter into this Deed

NOW THIS DEED WITNESSETH as follows:-

1. The Transferee hereby COVENANTS with the Company so as to bind the premises into whosoever hands the same may come to observe and perform the covenants conditions and other matters contained or referred to in Clauses 2 and 3 of the First Transfer as if such covenants were set out in full herein and the Transferee hereby further COVENANTS with the Company that the Transferee will forthwith apply to the Chief Land Registrar to enter or (as the case may be) retain on the Register of the title to the premises a Restriction in the terms specified in Clause 10 of the First Transfer
2. The Company hereby covenants with the Transferee that (subject to contribution and payment by the Transferee as provided in Clause 3 of the First Transfer) it will observe and perform the covenants and obligations on its part contained or referred to in Clause 4 of the First Transfer as if such covenants and obligations were set out in full herein
3. In this Deed where the context so admits:

(a) Words importing the masculine gender only include the feminine gender

(b) Words importing the singular number only include the plural number and vice versa and 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

IN WITNESS whereof these presents have been executed by the parties hereto the day and year first above written

(THE COMMON SEAL of HIGGS
(AND HILL HOMES LIMITED was
(hereunto affixed in the
(presence of:-

Director



Secretary



(THE COMMON SEAL of POSOL
(RESIDENTS MANAGEMENT COMPANY
(LIMITED was hereunto
(affixed in the presence of:-

Director



Secretary

