



**Registration of a Charge**

Company name: **TRURO DIOCESAN BOARD OF FINANCE LIMITED(THE)**

Company number: **00049825**



X735YDVE

Received for Electronic Filing: **04/04/2018**

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**Details of Charge**

Date of creation: **23/03/2018**

Charge code: **0004 9825 0001**

Persons entitled: **C G FRY & SON LIMITED (01765396)**

Brief description: **THE KOSTI VEUR RENTCHARGE IS RESERVED TO THE KOSTI VEUR MANAGEMENT COMPANY OUT OF THE PROPERTY, BEING PLOT 8 KOSTI VEUR FORMING PART OF TITLE NUMBER CL316789 AND SHOWN EDGED RED ON THE PLAN ATTACHED TO THE CHARGING DOCUMENT. THE NANSLEDAN RENTCHARGE IS RESERVED TO THE NANSLEDAN MANAGEMENT COMPANY OUT OF THE PROPERTY. THE TRANSFEREE ACKNOWLEDGES AND AGREES THAT THE KOSTI VEUR RENTCHARGE AND THE NANSLEDAN RENTCHARGE TAKE EFFECT IN ACCORDANCE WITH AND ARE SUBJECT TO THE PROVISIONS OF THE NANSLEDAN ESTATE DEED. PLEASE SEE CHARGE DOCUMENT FOR MORE DETAILS.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**JONATHAN HYDE**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 49825

Charge code: 0004 9825 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2018 and created by TRURO DIOCESAN BOARD OF FINANCE LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2018 .

Given at Companies House, Cardiff on 6th April 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# Land Registry

## Transfer of part of registered title(s)

# TP1

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

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.

Give full name(s).

Complete as appropriate where the transferor is a company.

|   |  |
|---|--|
| 1 | Title number(s) out of which the property is transferred:<br>CL316789  |
| 2 | Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:<br>CL239003 CL239038 CL239065 CL239076 CL239034 CL240774<br>CL240801 CL189974 and CL238500   |
| 3 | <p>Property: Plot 8 Kosti Veur</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>  |
| 4 | Date: 23 MARCH 2018  |
| 5 | <p>Transferor:</p> <p><b>C G FRY &amp; SON LIMITED</b></p> <p>For UK incorporated companies/LLPs</p> <p>Registered number of company or limited liability partnership including any prefix: <b>01765396</b></p> <p>For overseas companies</p> <p>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p> |

Give full name(s).

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.

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.

|    |  |
|----|--|
| 6  | <p>Transferee for entry in the register:</p> <p><b>THE TRURO DIOCESAN BOARD OF FINANCE LIMITED</b></p> <p>For UK incorporated companies/LLPs</p> <p>Registered number of company or limited liability partnership including any prefix: 00049825</p> <p>For overseas companies</p> <p>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>                    |
| 7  | <p>Transferee's intended address(es) for service for entry in the register:</p> <p>Church House, Woodlands Court, Truro Business Park,<br/>Threemilestone, Truro, Cornwall, TR4 9NH</p>  |
| 8  | <p>The transferor transfers the property to the transferee</p>   |
| 9  | <p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p>THREE HUNDRED AND FIFTY THOUSAND POUNDS -<br/>£350,000.00</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p> |
| 10 | <p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p>   |

|  |  |
|--|--|
|  | <input type="checkbox"/> limited title guarantee<br><p>For the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 (the Act) the Transferee is deemed to have actual knowledge of:</p> <p>(i) all matters contained or referred to in this Transfer;</p> <p>(ii) all matters now recorded in registers open to public inspection;</p> <p>(iii) all matters apparent on inspection; and</p> <p>(iv) all rights acquired through long use whether or not apparent on inspection;</p> <p>The covenant implied by Section 2(1)(b) of the Act is varied by the deletion of "his own cost" and the insertion in its place of "the cost of the Transferee".</p>  |
| <p>Where the transferee is more than one person, place 'X' in the appropriate box.</p> <p>Complete as necessary.</p>   | <p>11 Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>   |
| <p>Use this panel for:</p> <ul style="list-style-type: none"> <li>definitions of terms not defined above</li> <li>rights granted or reserved</li> <li>restrictive covenants</li> <li>other covenants</li> <li>agreements and declarations</li> <li>any required or permitted statements</li> <li>other agreed provisions.</li> </ul> <p>The prescribed subheadings may be added to, amended, repositioned or omitted.</p> <p>Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.</p> | <p>12 Additional provisions</p> <p>Definitions</p> <p>1. In this Transfer:</p> <p><b>"Apparatus"</b> means any foul and/or surface water sewers and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Property</p> <p><b>"Commercial Unit"</b> means a commercial unit for use within Class B1 A1 A2 A3 and/or A4 of the Town and Country Planning (Use Classes) Order 1987</p> <p><b>"Conduits"</b> means cables channels conductors drains ducts gulleys pipes sewers shafts surface water and sustainable drainage systems soakaways watercourses wires and other media (including any fixings louvers cowls valves filters and other ancillary apparatus) for the passage of communications data drainage electricity gas information oil soil water (mains foul or surface) or other service or utility</p> <p><b>"Dominant Tenement"</b> the undertaking of SWWL within its area as particularised in SWWL's "Instrument of Appointment" as a</p> |

sewerage undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof

**"Dwelling"** means a self-contained unit of residential accommodation and its curtilage within the Nansledan Estate providing facilities for living sleeping food preparation and personal hygiene within Class C3 of the Town and Country Planning (Use Classes) Order 1987 or in any provisions equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification)

**"Dwellinghouse"** means the Dwelling erected or to be erected upon the Property

**"Entry Conditions"** means the following conditions applicable to any right of entry on to premises under this Transfer:

(a) reasonable notice shall be given to the other party and the owner of the premises (if different) (except in the case of emergency);

(b) the right shall be exercised at reasonable hours and in accordance with any reasonable regulations which the other party may impose;

(c) the right may be exercised by authorised agents and contractors and with or without equipment machinery and materials;

(d) the right shall be exercised as quickly as reasonably practicable;

(e) all reasonable endeavours shall be used to avoid damage to the relevant premises and to cause as little annoyance disturbance and nuisance as is reasonably practicable; and

(f) all physical damage caused to the relevant premises shall be made good as soon as reasonable practicable

**"Estate Stipulations"** means the covenants stipulations and regulations set out in the Schedule of the Phase Three Transfer where applicable as appropriately amended to the relevant type of Unit or as otherwise designated by His Royal Highness

**"His Royal Highness"** means His Royal Highness The Prince of Wales and his successors as possessors of the Duchy of Cornwall

**"Kosti Veur Management Company"** means The Kosti Veur Management Company Limited (company number 10659535 ) or other owner of the Kosti Veur Rentcharge

**"Kosti Veur Quarter Public Domain"** has the same meaning as in the Nansledan Estate Deed

**"Kosti Veur Rentcharge"** means the estate rentcharge forever charged on and issuing out of the Property as reserved by this transfer:

(a) to ensure performance of the Transferees positive covenants in the Nansledan Estate Deed; and

(b) in a sum calculated in accordance with the Nansledan Estate Deed

**"Liability"** means actions claims costs damages demands expenses liabilities losses and proceedings

**"Nansledan Estate"** means the land shown edged red on Plan 2 and together with any additional land so designated as forming part of the Nansledan Estate by His Royal Highness and each and every part of it

**"Nansledan Estate Deed"** means a deed of the same date as this Transfer and made between (1) The Kosti Veur Management Company Limited (2) The Nansledan Management Company Limited and (3) the Transferee in respect of the Kosti Veur Quarter Public Domain and the Nansledan Estate

**"Nansledan Management Company"** means the Nansledan Management Company Limited (company number 9360764) or other owner of the Nansledan Rentcharge

**"Nansledan Rentcharge"** means the estate rentcharge forever charged on and issuing out of the Property as reserved by this transfer:

(a) to ensure performance of the Transferees positive covenants in the Nansledan Estate Deed; and

(b) in a sum calculated in accordance with the Nansledan Estate Deed

**"Parking Space"** means the land shown edged pink

**"Pedestrian Accesses"** means the pedestrian accesses within Phase Three designed for communal use on foot by the owners and occupiers of the Nansledan Estate

**"Phase Three"** means the part of the Nansledan Estate transferred by the Phase Three Transfer and initially registered under Title Number CL316789 and each and every part of it

**"Phase Three Conduits"** means Conduits on Phase Three which are or are to be:

(a) adopted or vested in the appropriate authority or body for that Service; or

(b) used in common by owners and occupiers of premises on Phase Three

**"Phase Transfer"** means the transfer of Phase Three dated 30 June 2015 between (1) His Royal Highness The Prince of Wales and (2) C G Fry & Son Limited

**"Plan 1" and "Plan 2"** means the plans annexed and so marked

**"Planning Agreement"** means an agreement dated 19 February 2015 under Section 106 of The Town and Country Planning Act 1990 and made between The Cornwall Council (1) His Royal Highness The Prince of Wales (2) and Wainhomes (South West) Holdings Limited (3) (including any variation or replacement of such agreement)



**"Property"** means the land transferred by this transfer and each and every part of it

**"the Protected Strip"** means a strip of land within the Property (if any) required by SWWL not being greater than six metres wide unless the contrary shall be stipulated or be clear from the Plan lying one half to each side of the centreline of any Apparatus

**"Services"** means gas water electricity telephone telecommunications data and information services foul and surface water drainage or other service or utility

**"SWWL"** means SOUTH WEST WATER LIMITED whose registered office is at Peninsula House Rydon Lane Exeter Devon EX2 7HR and its successors in title

**"Unit"** means a Dwelling or a Commercial Unit or a community facility at the Nansledan Estate

**"Utility Body"** means:

- (a) British Gas plc
- (b) British Telecommunications plc
- (c) the Highway Authority for Nansledan
- (d) South West Water Limited
- (e) Western Power Distribution

and their respective successor utility bodies

**"Vehicular Accesses"** means the vehicular accesses within Phase Three designed for communal use with vehicles by the owners and occupiers of the Nansledan Estate

**"VAT"** means value added tax and any similar replacement tax and any similar additional tax

- 1.2 references to any Act of Parliament or section of such Act shall include references to any replacement or modification of it and any regulations under such Act;
- 1.3 the masculine gender includes the feminine and neuter genders and vice versa;
- 1.4 the singular includes the plural and vice versa;
- 1.5 where the expression "the Transferee" includes more than one person then any covenants by them shall be joint and several;
- 1.6 where the context so admits the expressions "the Transferor" and "the Transferee" shall be deemed to include the successors in title of the Transferor and the Transferee respectively;
- 1.7 words and expressions used in the Phase Three Transfer have the same meaning when used in this transfer unless otherwise defined or the context otherwise requires.

## **2. RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY**

The Property is transferred with the benefit of the following rights for the Transferee the owners and occupiers of the Property and all persons

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

authorised by any of them for the benefit of the Property (in common with the Transferor and the owners and occupiers of the other parts of the Nansledan Estate and all persons authorised by any of them):

2.1 the right of support and protection for the Property from the other parts of Phase Three and all necessary rights of eavesdrop projection and overhang in respect of other parts of Phase Three for parts of the Dwellinghouse as initially constructed;

2.2. the right to use:

2.2.1 the Vehicular Accesses now or in the future within the other parts of Phase Three for the purpose of vehicular access to and from the Property; and

2.2.2 the Pedestrian Accesses now or in the future within the other parts of Phase Three for the purpose of pedestrian access to and from the Property;

such right to cease in respect of any parts of such Vehicular Accesses and/or Pedestrian Accesses which become highway maintainable at the public expense.

2.3 the right to the passage to and from the Property of Services through the Conduits (including the Phase Three Conduits) serving the Property now or in the future within Phase Three

2.4 the right at all reasonable times as and when reasonably necessary to enter upon the adjoining plots of land on Phase Three for the purpose of inspecting maintaining and repairing the Dwellinghouse and any boundary structures erected upon the Property;

2.5 the right of access to and from the Property at all times with or without vehicles over the part of the driveway outside the Property and shown coloured green on Plan 1 (if any) subject to the Transferee and their successors in title paying a fair and proper share of the expense of repairing and maintaining such driveway and the right of entry onto that part of the driveway to repair and maintain that part if the owner of that part fails to do so;

2.6 the right of access to and from the Property at all times on foot only over the part of the footpath outside the Property and shown coloured blue on Plan 1 (if any) subject to the Transferee and their successors in title paying a fair and proper share of the expense of repairing and maintaining such footpath and the right of entry onto that part of the footpath to repair and maintain that part if the owner of that part fails to do so;

2.7 to use the Parking Space at all times for the purpose of parking thereon a properly taxed and roadworthy private car, car derived van or motorcycle only;

PROVIDED THAT none of the rights granted shall apply to or be exercised over any utility site on the Nansledan Estate.

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

### **3. RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND**

The following rights are excepted and reserved to the Transferor the owner and occupiers of the other parts of Phase Three and all persons

authorised by any of them for the benefit of the other parts of Phase Three (in common with the Transferee and the owners and occupiers of the Property and all persons authorised by any of them):

- 3.1 The right of support and protection for the other parts of Phase Three from the Property and all necessary rights of eavesdrop projection and overhang in respect of the Property for parts of adjacent Units or other development as initially constructed.
- 3.2 The right of access to and from the adjacent Unit at all times with or without vehicles over the part of the driveway within the Property and shown coloured green on Plan 1 (if any) subject to the Transferor and their successors in title paying a fair and proper share of the expense of repairing and maintaining such driveway and the right of entry onto that part of the driveway to repair and maintain that part if the owner of that part fails to do so.
- 3.3 The right of access to and from the adjacent Unit at all times on foot only over the part of the footpath within the Property and shown coloured blue on Plan 1 (if any) subject to the Transferor and their successors in title paying a fair and proper share of the expense of repairing and maintaining such footpath and the right of entry onto that part footpath to repair and maintain that part if the owner of that part fails to do so.
- 3.4 The rights for the Transferor the highway authority the Phase Three Management Company and the Nansledan Estate Management Company and persons authorised by any of them:
  - 3.4.1 to retain in position inspect maintain repair and replace any architectural decorative communal or street lighting affixed to the Property;
  - 3.4.2 to take into use any architectural decorative communal or street lighting on the exterior of the Property and to build upon connect with or otherwise use the same; and
  - 3.4.3 to install and use architectural decorative communal or street lighting on the exterior of the Property and to the extent such works cannot be carried out without entry on to the Property to enter the Property to inspect maintain repair and replace the same.
- 3.5 The right to use deal with repair alter rebuild and develop the other parts of Phase Three notwithstanding:
  - 3.5.1 any diminution in the light or air or other right of easement to or for the Property;
  - 3.5.2 any temporary interference with any right or easement to or for the Property; and
  - 3.5.3 any temporary nuisance annoyance or inconvenience to the Transferee.
- 3.6 The right for the Transferor and each Utility Body to enter upon the Property (excluding the site of the Dwellinghouse) for the purpose of installing Conduits and to connect with use and maintain repair cleanse and renew the same and also the right to the free running of Services through the Conduits now or in the

future made or laid in or under the Property.

- 3.7 The right at reasonable times as and when reasonably necessary to enter upon the Property for the purpose of erecting inspecting maintaining and repairing the Dwellings buildings and boundary structures erected upon the adjoining parts of Phase Three.
- 3.8 The right to enter upon the Property for the purpose of planting and maintaining any trees or shrubs which may be required by the Local Planning Authority under any tree planting scheme or planting conditions affecting the Property PROVIDED THAT nothing in this clause shall be deemed to imply any obligation on the part of the Transferor to the Transferee to provide or plant any trees or shrubs.
- 3.9 The right to enter upon the Property to erect scaffolding and ladders in connection with works to any adjoining land subject to such scaffolding and ladders being removed upon completion of the works.
- 3.10 The right without giving notice to the Transferee to carry out on Phase Three the development of a residential building estate including (without limitation) the excavation of foundations to support Dwellings garages and other buildings and the construction of such buildings and the laying and installation of all Conduits and the construction and laying of the estate roads and driveways and it is hereby agreed and declared that:
  - 3.10.1 the provisions of clauses 6 to 14 inclusive of The Party Wall Etc Act 1996 shall not apply to such works; and
  - 3.10.2 this clause will cease to have effect after the completion and sale of all fully serviced Dwellings and buildings on any plots which immediately adjoin the Property and the adoption of the estate roads and footpaths (if any) abutting the Property.
- 3.11 The right for the Phase Three Management Company and the Nansledan Management Company to enter onto the Property on reasonable notice (except in the case of emergency) so far as is necessary for the purpose of properly discharging their respective obligations in the Nansledan Estate Deed.
- 3.12 Sewers and Section 104 Agreement

Subject to the Transferee complying with his obligations under this Transfer and to SWWL making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to SWWL indemnifying the Transferee from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Transferee hereby grants with full title guarantee the following perpetual rights ("the Rights") to SWWL for the benefit of the Dominant Tenement and each and every part thereof:-

- 3.12.1 the right of having retaining using inspecting the condition of reconstructing replacing relaying altering maintaining cleansing repairing conducting and managing the Apparatus in through

under over or upon the Protected Strip (being the servient tenement) and having and enjoying the free flow and passage of water with or without other matter through any part of the Apparatus as shall be a pipe and (except where the Apparatus is used to convey foul water) to discharge therefrom into any ditch or watercourse within or adjacent to the Protected Strip;

- 3.12.2 for the purposes hereof and in particular for the purposes mentioned in paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or Works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as SWWL shall with the approval of the Transferee (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Transferee's adjoining land
- 3.12.3 the right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus Provided the same are not erected in such a position as to unreasonably affect the beneficial use of the land hereby transferred
- 3.12.4 the right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights;
- 13.2.5 the right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Transferee as shall be necessary and for so long as may be necessary during the exercise of the Rights;
- 13.2.6 the right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee;
- 13.2.7 the right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon.





Include words of covenant.

#### **4. RESTRICTIVE COVENANTS**

4.1 The Transferee covenants with the Transferor for the benefit and protection of the unsold remainder of Phase Three (with intent to bind all persons in whom the Property shall from time to time be vested but not so as to render such person personally liable for the breach of any restrictive covenants occurring after they shall have parted with the Property) that the Transferee will observe and perform the following restrictions and stipulations:-

- 4.1.1 not to object to any future planning applications on adjacent land owned now or in the future owned by the Transferor;



|   |   |   |   |
|---|---|---|---|
|  |  |  |  |
| Legal Boundary For Kansas is<br>For   | Legal Boundary For Arizona<br>This Amazing Roadshow                                   | Access To the Plethora By<br>Management Company                                       | Legal Boundary For Nevada<br>South West (202-200)                                     |
| Powder Ownership<br>Location  |   |   |   |

For more information, contact the National Center for the Study of the Holocaust, 1000 University Avenue, Suite 100, Berkeley, CA 94702. Tel: 415/848-2200. Fax: 415/848-2201. E-mail: [info@holocaustcenter.org](mailto:info@holocaustcenter.org). Website: [www.holocaustcenter.org](http://www.holocaustcenter.org).

President  
Grand View Quarter, Newbury (Northdown Sector K)  
Dwelling Type  
Legal Plot - Plot 003

|                            |               |
|----------------------------|---------------|
| Driving License<br>LP-1908 | Marriage      |
| 1904.16<br>A/T             | Free Passbook |
| 1904.16<br>A/T             | ES            |



- 4.1.2 not to alter the service strip in any form and not to place objects of any nature on that strip except a properly taxed and roadworthy car;
- 4.1.3 not at any time to obstruct or interfere with any highway sight lines affecting the Property in any manner whatsoever nor to do anything whereby the Transferor may be prevented from complying with its obligations under any agreement under Sections 278 and/or 38 of the Highways Act 1980;
- 4.1.4 not to erect or construct any building or wall or plant any tree or shrub on or over any part of the Property within three metres measured horizontally from the centre line of any Conduits running through the Property or any adjacent service strip and not to do or permit or suffer to be done anything whereby the cover of earth over any such Conduits is reduced or increased or the means of access to such Conduits is made more difficult or expensive than it now is and not to interfere with any exercise by any competent authority or undertaking of any right of entry for the purpose of inspecting cleansing maintaining repairing renewing or replacing such Conduits PROVIDED THAT this clause shall not prohibit the erection of boundary fences over any such Conduits (manholes or ventilating shafts excepted);
- 4.1.5 not to place gravel chippings or any other loose material on any part of the Property within 400mm of any adoptable highway or footpath or any service strip and to ensure that any loose material placed on the Property is suitably retained to prevent migration of the loose material onto such adoptable highway footpath or service strip;
- 4.1.6 not to alter the drainpipe easement strip in any form, nor to place objects of any nature on the strip (save for a properly taxed and roadworthy car or car derived van where the drainpipe easement strip lies under a parking space); and
- 4.1.7 not to breach the Estate Stipulations in relation to the Property.

Include words of covenant.

## **5 Restrictive covenants by the transferor**

None

## **6 Other**

### **PART 1 - AGREEMENTS AND DECLARATIONS**

- 6.1 **Boundary Ownership** - The boundary between the Property and any adjoining property shown marked with an inward "T" on Plan 1 shall belong with the Property except for any part of the boundary comprising part of a Dwelling either on the Property or on an adjacent property in which case it shall be a party boundary and maintainable as such.
- 6.2 **Common Items** - Any Conduits and other items serving the

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



Property and any other premises not covered by the provisions of the Nansledan Estate Deed or adopted by or vested in a Utility Body shall be maintained repaired and replaced at the joint expense of the persons entitled to use them.

**6.3 Estate Stipulations Development Scheme** - The Property is part of the development scheme established by the provisions of the Phase Three Transfer and in particular is subject to and has the benefit of:

6.3.1 the Estate Stipulations; and

6.3.2 the provisions of the Phase Three Transfer in respect of the enforcement variation release waiver and termination of the Estate Stipulations.

**6.4 Release** - The Transferee shall be released from liability for any breach of the Estate Stipulations which occurs on or in respect of the Property after such Transferee has transferred all their interest in the Property save for any liability arising from any breach which occurred prior to such transfer.

**6.5 Implied Rights** - The Transferee:

6.5.1 does not under this Transfer acquire the benefit of any covenants easements or rights in respect of other parts of the Nansledan Estate other than as expressly set out in this Transfer or the Phase Three Transfer (including any acquisition under section 62 of the Law of Property Act 1925); and

6.5.2 is not entitled to any easement or right (however created) including rights of light or air which would prejudice the development or use of the Nansledan Estate.

**6.6 Save in relation to the Estate Stipulations:-**

6.6.1 the Transferor may release or vary any of the restrictions in clause 4 of this transfer and nothing in this transfer shall operate to impose any restrictions on the manner in which the Transferor may deal with Phase Three or be otherwise deemed to create a Building Scheme for Phase Three in relation to the restrictions in clause 4 of this transfer; and

6.6.2 if and whenever the Transferor shall sell any remaining plot of land on Phase Three the right to enforce the restrictions in clause 4 of this transfer in respect of the Property shall not pass to the transferees of such plot unless it shall be expressly assigned or declared that it is intended to pass.

**6.7 Entry Conditions** - Rights of entry onto any premises granted or reserved by this transfer are subject to the Entry Conditions

## **PART 2 - FURTHER COVENANTS BY TRANSFeree**

### **7. POSITIVE COVENANTS BY THE TRANSFeree**

**7.1** The Transferee covenants with the Transferor by way of indemnity only to observe and perform the covenants stipulations and other matters contained or referred to in the registered title to the Property in so far as they relate to the Property and are capable of being enforced and to indemnify the Transferor from

and against all Liability in respect of any breach of this covenant

**7.2 The Transferee covenants with the Transferor:-**

7.2.1 to pay a fair and proper proportion of the expense from time to time of cleaning maintaining repairing or renewing the private footpaths driveways Conduits jointly with all other persons entitled to use the same; and

7.2.2 to keep at all times the gardens driveways and forecourts on the Property and any adjoining service strip owned by the Local Authority in a clean and tidy condition.

**8 PART 3 - COMPENSATION**

**8.1 The Transferee acknowledges that;**

8.1.1 various roads and accessways (including the Newquay Strategic Route) will be constructed as part of the development of the Nansledan Estate;

8.1.2 the document "Newquay Strategic Route: long term proposals\*" ("the NSR Document") formed part of the sales literature for the Property;

8.1.2 such roads and accessways will be opened to public use at various times following the construction of the Dwellinghouse; and

8.1.3 the Property is being purchased with knowledge of what is proposed and that the sale price of the Property has been agreed on the basis that those proposals will be implemented and in consideration the Transferee covenants in this clause 8.

**8.2 The Transferee covenants with the Transferor and separately with His Royal Highness and/or any other developer of the Nansledan Estate that:**

8.2.1 notwithstanding that the timing of the opening of the roads and accessways comprised in the development of the Nansledan Estate may give rise to an entitlement to compensation under Part 1 or Part 2 of the Land Compensation Act 1973 or under the Noise Insulation Regulation 1975 or other legislation, the Transferee will not claim any such compensation in relation to the Property; and

8.2.2 the Transferee will indemnify the Transferor and/or His Royal Highness and/or any other developer of the Nansledan Estate in relation to any such compensation and any associated legal and valuation costs which the Transferor or His Royal Highness and/or any other developer of the Nansledan Estate is required to pay or reimburse to the relevant authority (including any payment required under an agreement under s38 or s278 of the Highways Act 1980) in relation to the Property;

provided always that this clause 8.2 shall not apply to the extent that any claim to such compensation relates to physical effects of the use of the Newquay Strategic Route that materially exceed

those predicted in the NSR Document

#### **PART 4 - POSITIVE COVENANTS BY THE TRANSFEROR**

##### **9. Positive Covenants By The Transferor**

##### **9.1 The Transferor covenants with the Transferee that it will:**

9.1.1 construct all roadworks on Phase Three necessary to give adequate and reasonable access to the Property over Phase Three and will maintain such of those roadworks as are to be adopted by the highway authority until the same are actually so adopted and will indemnify the Transferee against all charges costs claims and demands whatsoever in respect of such adoption; and

9.1.2 construct the drains and sewers on Phase Three and will maintain such of those drains and sewers as are to be vested in the relevant drainage body until the same are actually so vested and will indemnify the Transferee against all charges, costs and claims and demands whatsoever in respect of such vesting.

#### **PART 5 - MANAGEMENT COMPANY AND RENTCHARGE PROVISIONS**

##### **10. Rentcharges**

10.1 The Kosti Veur Rentcharge is reserved to the Kosti Veur Management Company out of the Property.

10.2 The Nansledan Rentcharge is reserved to the Nansledan Management Company out of the Property.

10.3 The Transferee acknowledges and agrees that the Kosti Veur Rentcharge and the Nansledan Rentcharge take effect in accordance with and are subject to the provisions of the Nansledan Estate Deed.

10.4 Each of the Kosti Veur Management Company and the Nansledan Management Company shall have all the powers and remedies conferred by the Law of Property Act 1925 to enable it to recover and compel the payment of their respective rentcharges reserved by this transfer save that before any right to enter the Property pursuant to such powers and remedies is exercised the relevant management company shall give notice of its intention to do so to the freehold owner of the Property and to any mortgagee of the Property whose interest has been notified to such management company in writing.

##### **11 Water and Sewer Pipes**

11.1 Not to erect or construct any building or wall or plant any tree or shrub on or over any part of the Property within three metres measured horizontally from the centre line of any water or sewer pipes or high voltage electricity cable running through the Property or any adjacent service strip owned by the local authority and not to do or permit or suffer to be done anything whereby the cover of earth over any such water or sewer pipes or any highway surface water drain or high voltage electricity cable is reduced or increased or the means of access to the said sewer or any

highway surface water drain or high voltage electricity cable can be made more difficult or expensive than it now is and not to interfere with any exercise by any competent authority or undertaking including the highway authority for the time being of right of entry for the purpose of inspecting cleansing maintaining repairing renewing or replacing the said water or sewer pipes or high voltage electricity cable PROVIDED ALWAYS THAT this clause shall not prohibit the erection of boundary fences thereover or over any part thereof (manholes or ventilating shafts excepted).

11.2 The Transferee to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the apparatus and undertaking of SWWL and each and every part thereof capable of being so benefited or protected but not so as to render the Transferee personally liable for any breach of covenant committed after the Transferee has parted with all interest in the land in respect of which such breach shall occur hereby covenants with SWWL to observe and perform the following covenants:

11.2.1 Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Transferee for any purpose that may:

11.2.1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive

11.2.1.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same.

11.2.2 Without prejudice to the generality of the foregoing:

11.2.2.1 not to erect construct or place any building wall or other structure or erection of any work of any kind whether permanent or temporary Provided Always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character;

11.2.2.2 not to withdraw support from the Apparatus or from the Protected Strip;

11.2.2.3 not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip;

- 11.2.2.4 not to alter the ground levels within the Protected Strip;
- 11.2.2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip;
- 11.2.2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable.
- 11.2.2.7 To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip.
- 11.2.2.8 not to permit or suffer to be done anything on the Estate or the Property which may impede the adoption of by or vesting in the relevant Utility Supply Body of the Estate Road Sewer or Conduits which are or shall be intended or to be so vested or adopted or which may result in loss or damage to or interference with such Estate Road Sewer or Conduits and immediately on request to execute any deed easement or document required by a Utility Supply Body in respect of the provision maintenance or adoption of the Estate Road Sewer or Conduits.
- 11.2.3 SWWL shall have the benefit of the right to enforce these covenants pursuant to The Contracts (Rights of Third Parties) Act 1999.
- 11.3 Notwithstanding the exercise of the rights referred to herein or earlier enforcement of the covenants in respect thereof the Apparatus shall not vest for SWWL until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991

#### **PART 6 - LAND REGISTRY APPLICATION**

- 12 The Transferor and the Transferee apply to the Registrar to enter in the Register such of the rights reservations exceptions covenants stipulations restrictions conditions rentcharges and other matters contained in this transfer as are capable of registration.

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.

- 13 The land transferred will, as a result of this transfer, be held by The Truro Diocesan Board of Finance Limited, a non-exempt charity, and the restrictions on disposition imposed by section 117 - 121 of the Charities Act 2011 will apply to this land, subject to section 117(3).

13 Execution

EXECUTED as a Deed by affixing  
THE COMMON SEAL of  
**C G FRY & SON LIMITED**  
in the presence of:

Director

Director/Secretary

The Common Seal of  
**The Truro Diocesan Board of Finance Limited**  
was affixed in the presence of:

  
\_\_\_\_\_  
Authorised Signatory

**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.