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INLAND REVENUE
PRODUCED
28 APR 1992
FINANCE ACT 1981
H

(2) (1)

DPS
A 8330

Transfer No 4

H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 - 1971

TRANSFER

Under Rule 72 Of The Land Registration Rules 1925
(imposing fresh restrictive covenants)
and under Section 172 of the Local Government and
Housing Act 1989

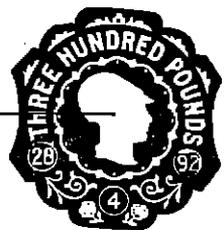


County & District : MILTON KEYNES BUCKINGHAMSHIRE
Title No :
Property : The properties at Heelands
Dated : 31st March 1992



PARTICULARS

ESTATE : Heelands



PROPERTY : The Tenanted Housing Stock described in the Schedule hereto



TRANSFeree : ALDWYCK HOUSING ASSOCIATION LIMITED
Wellington House
Leyton Green
Harpenden
Herts AL5 2TG



1. IN THIS TRANSFER

- "the Corporation" shall mean MILTON KEYNES DEVELOPMENT CORPORATION of Saxon Court 502 Avebury Boulevard Central Milton Keynes Buckinghamshire, which expression shall include its successors in title.
- "the Particulars" shall mean details appearing in the section so headed on the first page hereof
- "The Transferee" shall mean the body so named in the Particulars which expression shall include its successors in title
- "the Plan(s)" shall mean the plans of the Property annexed hereto
- "the Estate(s)" shall mean the Corporation's Estate(s) at Milton Keynes described in the Particulars shown edged green on the Plan but any reference herein to the Estate shall refer to a particular Estate relative to a property and not to all of them.
- "the Property" shall mean the property situate at Milton Keynes in the County of Buckingham more particularly delineated and shown edged red on the Plan comprising part of the Estate known by the postal addresses as specified in Schedules 4, 5 & 6
- "the Retained Land" the land and buildings adjoining or neighbouring the Estate or included in the Estate but not comprising part of the Property now or formerly belonging to the Corporation
- "the common services" the services means the sewers, drains, channels, pipes, watercourses, gutters, wires, cables, pillars, turrets, amplifiers, poles, soakaways and any other apparatus for the supply transmission or distribution to the Property or any part or parts of the Retained Land or the Estate of water, gas, electricity or telephone, radio, or television signals or for the disposal from the Property or any part or parts of

the Estate of soil foul water rainwater or surface water whether or not the same are to be adopted or maintained at the expense of any statutory or other authority

"Perpetuity Period" shall mean the period of 80 years from the date hereof
"singular" shall include the plural and vice versa

2 In consideration of these presents paid to the Corporation (the receipt whereof the Corporation hereby acknowledges) the Corporation as Beneficial Owner hereby TRANSFERS the Property to the Transferee TOGETHER WITH for the benefit of the Transferee and all persons authorised by it the rights easements and privileges set out in the Schedule 1 hereto in common with all others entitled to the like rights BUT EXCEPTING AND RESERVING to the Corporation its successors in title and its respective servants agents and all others authorised by it the rights easements and privileges set out in Schedule 2 hereto SUBJECT to the restrictions contained in Schedule 3 and to the Leases referred to in Schedules 5 & 6

3.1 Subject to the provisions of Clause 3.2 the Transferee HEREBY COVENANTS with the Corporation to observe and perform the conditions restrictions and stipulations contained in the Schedule 3 and the covenants on the part of the Landlord contained in the said Leases

3.2 The Corporation and the Transferee intend that:-

- (a) the benefit of the covenant contained in Clause 3.1, insofar as it relates to the Schedule 3, shall be annexed to and shall run with the Retained Land and all parts of the same and
- (b) the burden of the covenant contained in Clause 3.1 shall bind the Property and all parts of it and
- (c) neither the Transferee nor its successors in Title shall be liable for a breach of the covenant contained in Clause 3.1 occurring after it has parted with all interest in the land on which the breach occurs

4. The Transferee covenants with the Corporation that the Transferee and its successors in title will observe and perform the covenants stipulations obligations restrictions and other matters which fall to be observed and performed by the Corporation contained mentioned or referred to in Schedule A of Land Registry Form PSD 17 or in the Charges Register and will indemnify and keep indemnified the Corporation against all demands claims liabilities losses damages costs expenses and other liabilities whatsoever suffered or sustained by the Corporation as a result of any breach non-performance or non-observance of the same

5. The Transferee hereby further covenants with the Corporation and all other persons claiming under it as transferees of any part of the Retained Land and/or the Estate to pay and contribute with others using or having benefit of the same a fair proportion of the cost of maintenance repair and renewal of any common services joint access private footpath or shared parking space

6. IT is hereby AGREED and declared that the walls of any dwelling and/or garage constructed on the Property separating it from any other dwelling and/or garage on the Estate or the Retained Land shall be deemed to be party walls unless otherwise indicated and shall be repaired and maintained as such

7. This Transfer is made under the provisions of the Housing Act 1985 and section 171A Housing Act 1985 as applied by The Housing (Preservation of Right to Buy) Regulations 1989 applies to the dwellinghouses in this disposal which are subject to preserved right to buy except those properties listed in the Schedules hereto which are marked with an asterisk and the Purchaser hereby applies to the Chief Land Registrar for the entry of the restriction required by section 171D(2) and for entry of notice protecting the rights of qualifying persons.

8. This Transfer is made under section 172 Local Government and Housing Act 1989 and The New Towns (Transfer of Housing Stock) Regulations 1990 and section 173 of the said Act and those previously apply to all the land to the properties in this disposal except those properties listed in the Schedules hereto which are marked with an asterisk and the purchaser hereby applies for the entry of the restriction required by the said section 173

SCHEDULE 1

(Rights Easements and Privileges together with the benefit of
which the Property is transferred)

1. A right of way for the Transferee at all times and for all reasonable purposes over and along the carriageways and (on foot only) over the footpaths forming part of the Estate (and where applicable and if shown on a plan annexed hereto over pathways on the Retained Land serving the Property) leading to adopted highways in the Borough of Milton Keynes whether or not the same are intended to be adopted by the Local Highway Authority as highways maintainable at the public expense
2. A right of way over the private footpath garage forecourt and/or joint access (if any) constructed on adjoining property and intended to provide access to the Property
3. The right to use for the parking of a light vehicle only the shared car parks (if any) constructed within the Estate roads in common with the Corporation at such times and in such manner as may be reasonable
4. A right to the free passage of water and soil gas and electricity telephone radio or television signals through the common services now or within the perpetuity period running through in under or over or attached to any adjoining or neighbouring land now or formerly belonging to the Corporation with full power (upon reasonable prior notice being given) to enter upon any such land to inspect make lay clean reconstruct divert alter maintain or connect into such sewers drains pipes wires and cables the person or persons exercising such rights doing as little damage as possible and forthwith making good all damage done.

5. Such rights of access to and entry upon the Retained Land as are necessary and proper (if any) for the decoration maintenance repair or reinstatement of any building erected on the Property and for the due observance and performance of the conditions obligations restrictions and stipulations contained in the Schedule 3 and for the exercise of the Transferees rights contained in this Clause subject to the proviso that except in the case of emergency the Transferee shall give to the occupiers of the Retained Land 48 hours notice in writing before exercising such rights of access and entry and the Transferee shall cause as little damage and disturbance as possible to the Retained Land in the exercise of such rights of access and entry and forthwith shall make good all damage caused
6. The right so far as is reasonably necessary to maintain the foundations walls roofs floors ceilings eaves gutters gullies and downpipes of any dwelling and premises erected on the Property in on or under the Retained Land within the perpetuity period and of overhang of the walls floors ceilings roofs stairs balconies eaves gutters gullies and downpipes of the Property and on and over the Retained Land with full rights of support for such foundations walls floors and ceilings stairs balconies roofs eaves gutters gullies and downpipes
7. The rights of subjacent and lateral support and shelter for any building erected on the Property by and from the Retained Land and any buildings now constructed or in course of construction or to be constructed upon the Retained Land
8. The right to enforce any covenants now given or to be given within the Perpetuity Period by the Corporation's successors in title the owners and occupiers for the time being of the Estate or any part of it in the form the same as or similar to those contained in this Transfer

SCHEDULE 2

(Exceptions and Reservations Subject to which
the property is Transferred)

1. The right to free passage of water and soil gas and electrical current telephone radio or television signals through all common services running through in under or over or attached to the property with full power for the Corporation its agents licencees and any statutory undertaker (upon reasonable prior notice being given) to enter upon the Property to construct lay clean reconstruct divert or alter maintain or connect into such common services doing as little damage as possible and forthwith making good all damage done.
2. Any right to light or air or other easement right or privilege which would or might restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or any parts thereof
3. A right of way at all times and for all purposes over and along the joint access way garage forecourt and/or private footpath (if any) constructed upon the Property providing access to the Retained Land
4. The right so far as is reasonably necessary to maintain the foundations walls roofs floors ceilings eaves gutters gullies and downpipes of any dwelling and premises now erected or in the course of erection on the Retained Land in or under the Property and of overhang of the roofs walls floors ceilings eaves gutters gullies and downpipes of such dwelling and premises over and above the Property with full rights of support for such foundations walls roofs floors ceilings eaves gutters gullies and downpipes

5. Such rights of access to and entry upon the Property as are necessary and proper (if any) for the decoration maintenance repair or reinstatement of the whole or any part of the Retained Land on giving 48 hours notice in writing before exercising such rights of entry (except in case of emergency) causing as little damage and disturbance as possible to the Property in the exercise of such rights and making good all damage caused.

6. All rights of subjacent and lateral support and shelter for any buildings upon the Retained Land from the Property or any building erected on it

SCHEDULE 3

Restrictive Covenants

1. To use the Property only for the purposes of social housing and for ancillary community purposes
2. Not at any time hereafter without the written consent of the Corporation and not to be unreasonably withheld carry out any development on land outside the curtilage of any of the premises the subject of this Transfer or any part or parts thereof or permit or suffer the same to be developed.
3. Not to use any residential unit erected on the land other than as a private residence in the occupation of one family
4. Not to erect on the land or upon any building thereon any radio or television aerial, satellite dish or similar apparatus in such manner as to be visible from outside the buildings
5. Not on that part of the property that is between the highway and a line drawn along the principal facade of the property so as to intercept the boundaries of the property:
 - 5.1 to park or permit to be parked thereon any commercial vehicle except in the case of emergency or for so long as may be reasonably necessary for the purpose of delivering goods to and collecting goods from the property; or
 - 5.2 to permit to remain thereon any caravan or trailer or boat for a period or periods exceeding in total 28 Days in any period of 12 months; or
 - 5.3 to erect or permit to be erected thereon any wall, fence or other linear feature of any nature whatsoever

6. Not to cut down lop or top any of the timber or other trees on the property without the consent in writing of the Corporation which if granted may be subject to such conditions as the Corporation may think fit but which shall not be withheld in the case of cutting down, lopping or topping if required by virtue of any effective notices, order or direction from the Local Highway or other competent authority.
7. To keep those areas of landscaping forming part of the Property clear free from rubbish and in a neat and tidy manner replacing shrubs plants and trees where necessary.
8. On a sale of unit of a Property to impose these restrictions and the Transferee's standard restrictions as amended from time to time and to require the purchaser to covenant to observe and perform such.

SCHEDULE 4

The Rented Properties as annexed:

Street Address	Estate	Tenant Name	Tenure	Landlord
Result: 5 Tenure Type: RENTAL Estate: HEELANDS				
Street: ARNCLIFFE DRIVE				
✓ 8 ARNCLIFFE DRIVE	HEELANDS	MRS R IDE	RENTAL	ALDWYCK
✓ 18 ARNCLIFFE DRIVE	HEELANDS	MR J BROADBENT & MISS INGLIS	RENTAL	ALDWYCK
✓ 20 ARNCLIFFE DRIVE	HEELANDS	MR & MRS D KIRK	RENTAL	ALDWYCK
✓ 39 ARNCLIFFE DRIVE	HEELANDS	MR F C GRIFFITHS	RENTAL	ALDWYCK
✓ 46 ARNCLIFFE DRIVE	HEELANDS	MR & MRS R VINCENT	RENTAL	ALDWYCK
✓ 67 ARNCLIFFE DRIVE	HEELANDS	MISS N LOCKWOOD	RENTAL	ALDWYCK
✓ 84 ARNCLIFFE DRIVE	HEELANDS	MR MRS DOWNEY	RENTAL	ALDWYCK
✓ 106 ARNCLIFFE DRIVE	HEELANDS	MRS WALSH	RENTAL	ALDWYCK
✓ 122 ARNCLIFFE DRIVE	HEELANDS	MR MRS GP PEARCE	RENTAL	ALDWYCK
✓ 133 ARNCLIFFE DRIVE	HEELANDS	MR D HILL & MR T SCOLTACK	RENTAL	ALDWYCK
✓ 135 ARNCLIFFE DRIVE	HEELANDS	MR MRS A ROUS	RENTAL	ALDWYCK
✓ 151 ARNCLIFFE DRIVE	HEELANDS	MR & MRS R DEAN	RENTAL	ALDWYCK
✓ 159 ARNCLIFFE DRIVE	HEELANDS	MR MRS AL KING	RENTAL	ALDWYCK
✓ 172 ARNCLIFFE DRIVE	HEELANDS	MRS V SAMS	RENTAL	ALDWYCK
✓ 184 ARNCLIFFE DRIVE	HEELANDS	MR & MRS J SHAMBROOK	RENTAL	ALDWYCK
✓ 199 ARNCLIFFE DRIVE	HEELANDS	MR & MRS J CARPENTER	RENTAL	ALDWYCK
✓ 201 ARNCLIFFE DRIVE	HEELANDS	MR MRS N HEDGES	RENTAL	ALDWYCK
✓ 221 ARNCLIFFE DRIVE	HEELANDS	MR MRS VINCENT	RENTAL	ALDWYCK
✓ 227 ARNCLIFFE DRIVE	HEELANDS	MRS I M FUDGE	RENTAL	ALDWYCK

Street totals: 19

Street: BRANSGILL COURT

✓ 2 BRANSGILL COURT	HEELANDS	MRS P MOORE	RENTAL	ALDWYCK
✓ 3 BRANSGILL COURT	HEELANDS	MS A M GAY	RENTAL	ALDWYCK
✓ 5 BRANSGILL COURT	HEELANDS	MRS WG PETERS	RENTAL	ALDWYCK
✓ 19 BRANSGILL COURT	HEELANDS	MR J ROWE	RENTAL	ALDWYCK
✓ 23 BRANSGILL COURT	HEELANDS	MR & MRS K B BLIGHT	RENTAL	ALDWYCK
✓ 25 BRANSGILL COURT	HEELANDS	MR & MRS E WIFFEN	RENTAL	ALDWYCK

Street totals: 6

Street: ELLISGILL COURT

✓ 7 ELLISGILL COURT	HEELANDS	MRS S STARKEY	RENTAL	ALDWYCK
✓ 11 ELLISGILL COURT	HEELANDS	MR J HURLEY	RENTAL	ALDWYCK

Street totals: 2

Street Address	Estate	Tenant Name	Tenure	Landlord
Street: GIBSONS GREEN				
✓ 34 GIBSONS GREEN	HEELANDS	MR & MRS C WRIGHT	RENTAL	ALDWYCK ✓
Street totals: 1				
Street: GLOVERS LANE				
✓ 12 GLOVERS LANE	HEELANDS	MRS A PRICE	RENTAL	ALDWYCK ✓
✓ 36 GLOVERS LANE	HEELANDS	MR & MRS S A SUTTON	RENTAL	ALDWYCK ✓
Street totals: 2				
Street: HASGILL COURT				
✓ 2 HASGILL COURT	HEELANDS	MRS L YIATRO	RENTAL	ALDWYCK
✓ 4 HASGILL COURT	HEELANDS	MR P CAHILL	RENTAL	ALDWYCK
✓ 6 HASGILL COURT	HEELANDS	MS S BROWN	RENTAL	ALDWYCK
✓ 11 HASGILL COURT	HEELANDS	MRS K E MULLORD	RENTAL	ALDWYCK ✓
✓ 22 HASGILL COURT	HEELANDS	MR & MRS M MULHOLLAND	RENTAL	ALDWYCK
✓ 25 HASGILL COURT	HEELANDS	MR MRS RJ BOOTY	RENTAL	ALDWYCK
✓ 34 HASGILL COURT	HEELANDS	MR MRS J CAMFIELD	RENTAL	ALDWYCK
Street totals: 7				
Street: LANGCLIFFE DRIVE				
✓ 6 LANGCLIFFE DRIVE	HEELANDS	MR J CABLE	RENTAL	ALDWYCK
✓ 13 LANGCLIFFE DRIVE	HEELANDS	MR & MRS T WARNER	RENTAL	ALDWYCK
✓ 16 LANGCLIFFE DRIVE	HEELANDS	MRS E KELHAM & MS L DAVIS	RENTAL	ALDWYCK
✓ 24 LANGCLIFFE DRIVE	HEELANDS	MRS G WHEELER	RENTAL	ALDWYCK
✓ 31 LANGCLIFFE DRIVE	HEELANDS	MRS A ADAMS	RENTAL	ALDWYCK
✓ 57 LANGCLIFFE DRIVE	HEELANDS	MR MRS J STANLEY	RENTAL	ALDWYCK ✓
✓ 66 LANGCLIFFE DRIVE	HEELANDS	MISS RA WEBB/SD CRAGG	RENTAL	ALDWYCK
✓ 73 LANGCLIFFE DRIVE	HEELANDS	MRS L BETTS	RENTAL	ALDWYCK
✓ 101 LANGCLIFFE DRIVE	HEELANDS	MRS P ROSS	RENTAL	ALDWYCK
✓ 113 LANGCLIFFE DRIVE	HEELANDS	MR PJ LAMBERT	RENTAL	ALDWYCK
✓ 119 LANGCLIFFE DRIVE	HEELANDS	MISS K CHURCH	RENTAL	ALDWYCK
✓ 125 LANGCLIFFE DRIVE	HEELANDS	MR & MRS S GOSLING	RENTAL	ALDWYCK
✓ 130 LANGCLIFFE DRIVE	HEELANDS	MR & MRS I R SMITH	RENTAL	ALDWYCK
✓ 140 LANGCLIFFE DRIVE	HEELANDS	MISS GI BARKER	RENTAL	ALDWYCK

Street Address	Estate	Tenant Name	Tenure	Landlord

Street totals:	14			

Street: RAMSGILL COURT				
✓ 1 RAMSGILL COURT	HEELANDS	MR & MRS R WALLER	RENTAL	ALDWYCK
✓ 9 RAMSGILL COURT	HEELANDS	MR & MRS M GOSLING	RENTAL	ALDWYCK
✓ 21 RAMSGILL COURT	HEELANDS	MR MRS H SALTER	RENTAL	ALDWYCK
✓ 24 RAMSGILL COURT	HEELANDS	MRS J WILLIAMS	RENTAL	ALDWYCK
✓ 26 RAMSGILL COURT	HEELANDS	MRS L FEIHN	RENTAL	ALDWYCK
✓ 28 RAMSGILL COURT	HEELANDS	MRS J SUTTIE	RENTAL	ALDWYCK

Street totals:	6			

Street: SMITHERGILL COURT				
21 SMITHERGILL COURT	HEELANDS	MR C PHIPPEN	RENTAL	ALDWYCK

Street totals:	1			

Street: SUMMERGILL COURT				
✓ 11 SUMMERGILL COURT	HEELANDS	MISS E BELL	RENTAL	ALDWYCK
✓ 12 SUMMERGILL COURT	HEELANDS	MRS V TAYLOR	RENTAL	ALDWYCK
✓ 17 SUMMERGILL COURT	HEELANDS	MS D BEWSHER	RENTAL	ALDWYCK

Street totals:	3			

Street: SWINDEN COURT				
15 SWINDEN COURT	HEELANDS	MR C JOHNSTON	RENTAL	ALDWYCK
17 SWINDEN COURT	HEELANDS	MR G MARTIN	RENTAL	ALDWYCK
20 SWINDEN COURT	HEELANDS	MR F FULBROOK	RENTAL	ALDWYCK
21 SWINDEN COURT	HEELANDS	MR J MCLEOD	RENTAL	ALDWYCK

Street totals:	4			

Street: TRANLANDS BRIGG				
✓ 5 TRANLANDS BRIGG	HEELANDS	MR STEPHENSON & MS BENNETT	RENTAL	ALDWYCK
✓ 14 TRANLANDS BRIGG	HEELANDS	MR MRS D PAYNE	RENTAL	ALDWYCK
✓ 15 TRANLANDS BRIGG	HEELANDS	MRS E F HIDSON	RENTAL	ALDWYCK
✓ 16 TRANLANDS BRIGG	HEELANDS	MR & MRS W P GIBSON	RENTAL	ALDWYCK

Street Address	Estate	Tenant Name	Tenure	Landlord
✓ 51 TRANLANDS BRIGG	HEELANDS	MR & MRS C MITCHELL	RENTAL	ALDWYCK
✓ 75 TRANLANDS BRIGG	HEELANDS	MRS L MCPHERSON	RENTAL	ALDWYCK ✓
✓ 31	"	"	"	"
Street totals:	6			
Estate totals:	71			

SCHEDULE 5

The freehold estate in the properties subject
to the Leases as follows:-

SCHEDULE OF LEASES TRANSFERRING TO ALDWYCK HOUSING ASSOCIATION

PROPERTY ADDRESS	ORIGINAL LESSEE	LEASE NO.	COMPLETION DATE
✓13 Translands Brigg, Heelands	Sarah Winn	L240221	14.08.89
✓33 Translands Brigg, Heelands	TBA	TBA	TBA
✓16 Bransgill Court, Heelands	T R Boyd & P M Boyd	L240203	01.06.77
✓9 Bransgill Court, Heelands	Mr & Mrs Barr	L240223	19.10.90
—10 Bransgill Court, Heelands	Mercy & Kakra Baah	1240218	08.05.89

SCHEDULE 6

The rented property the subject of the leases to the Council of the Borough
of Milton Keynes

B.

BRADVILLE AREA

LEASEBACK OF RENTAL FLATS

MAJORITY LANDLORD: Aldwyck

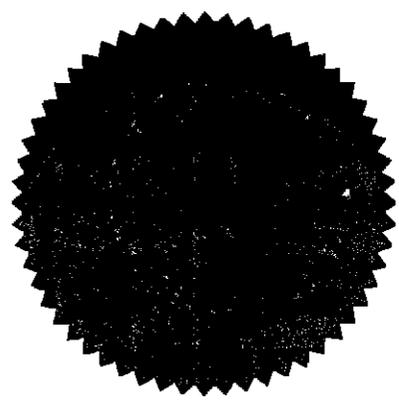
MINORITY LANDLORD: BMK

PROPERTY ADDRESS	BLOCK ADDRESS	MINORITY LANDLORD
31 Tranlands Brigg, Heelands	31-33 (odd) Tranlands Brigg	BMK

THE COMMON SEAL of MILTON KEYNES
DEVELOPMENT CORPORATION was hereunto
affixed in the presence of:-

[Handwritten signature]

BOARD MEMBER

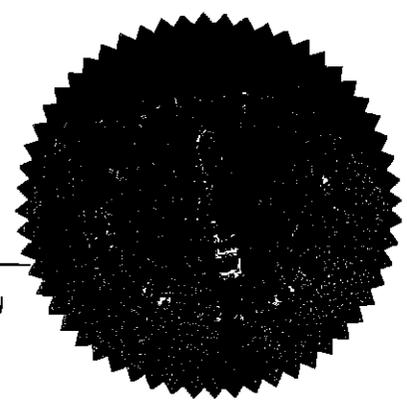


[Handwritten signature]
AUTHORIZED SIGNATORY

THE COMMON SEAL OF ALDWYCK HOUSING
ASSOCIATION LIMITED was hereunto
affixed in the presence of:-

[Handwritten signature]

[Handwritten signature]
[Handwritten signature]





SP8339
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DATE 4 DEC 91

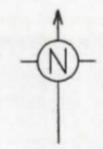


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TITLE
HEELANDS
SITE 5
ALDWYCK

DRAWING 1 OF 1

SEE INDEX FILE :
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**MILTON
KEYNES
DEVELOPMENT
CORPORATION**



H137
H M LAND REGISTRY
Title No:
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of plan to Transfer
dated 31 March 1992

6/80

8 props

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TITLE
HEELANDS
1A, 1B & 3
ALDWYCK
DRAWING 1 OF 1

SEE INDEX FILE :
H24XALDXA.DGN

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SP8339NE SP8439NW
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DEVELOPMENT
CORPORATION



TRANSFER PLAN

