

1. Stamp Duty <p>The Transferor and Transferee hereby certify that this Transfer falls within the provisions of Section 71 of the Finance Act 2003</p>
2. Title numbers and Property Transferred <p>The property transferred is defined in clause 1 of panel 11 as the "Property" and shown on the plans annexed to this transfer PROVIDED THAT in respect of the land (if any) shown hatched black on the plans only the estate right and interest (if any) of the Transferor in such land is transferred</p>
3. Date
4. Transferor <p>THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS</p>
5. Transferee for entry on the register <p>POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED (Registered Company No. 03249344)</p>
6. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register <p>167A East India Dock Road London E14 0EA</p>
7. The Transferor transfers the Property to the Transferee

<p>8. Consideration</p> <p>The Transferor has received from the Transferee for the Property the sum of POUNDS (£)</p>
<p>9. The Transferor transfers with full title guarantee save in respect of the "Possessory Land" defined in clause 1 of panel 11 which is transferred without any guarantee or warranty as to title</p>
<p>10. Declaration of trust</p> <p>The land transferred will as a result of this transfer be held by or in trust for the Transferee a non-exempt charity and the restrictions on disposition imposed by Section 36 of the Charities Act 1993 will apply to the land (subject to Section 36(9) of that Act)</p>
<p>11. Additional Provisions</p> <p>1. Definitions</p> <p>In this transfer:</p> <p>"Amenity Land" means the open and amenity areas forming part of the Property as the same are shown coloured purple and yellow on the Plans</p> <p>"Certificates" means the certificates of title (if any) in form PSD17 of even date herewith given by the Transferor to the Transferee pursuant to the provisions of Section 133(8) of the Housing Act 1988 in respect of the Property or parts thereof</p> <p>"Clawback Agreement" means the deed of agreement of even date made between the Transferee (1) and the Transferor (2) relating to the clawback on development of the Property or any part thereof</p> <p>"Highway Interest" means any right or interest arising as a result of the adoption of any part of the Property as a public highway</p> <p>"Leases" means all leases and tenancies to which the Property or any part thereof is subject and subject to which the Property is transferred to the Transferee being those (if any) described in Schedule C</p> <p>"Perpetuity Period" means a period of eighty years from the date hereof</p> <p>"Plans" means the plans annexed hereto</p> <p>"Possessory Land" means the areas (if any) shown hatched black on any of the Plans and any part of the Property comprising a registered possessory title</p> <p>"Property" means the freehold property shown edged red on the Plans BUT EXCLUDING the Retained Land and all land shown coloured green on the Plans</p> <p>"Registers" means the registers of title at the Land Registry of the title numbers set out in Schedule B</p> <p>"Restrictions" means the restrictions stipulations and other provisions (in so far as the same affect the Property and are capable of being enforced or of giving rise to any liability on the part of the Transferor) contained or referred to in the title deeds and documents relating to the Property brief particulars of which are set out either in the Registers or the Certificates (except for the avoidance of doubt any charges to secure financial obligations)</p> <p>"Retained Land" means the land (if any) owned and retained by the Transferor and shown coloured blue on the Plans</p> <p>"Retained Land Plans" means those of the Plans on which Retained Land is designated</p> <p>"Right to Buy" means the preserved right to buy as set out in sections 171 A to 171 H of the Housing Act 1985 the right to acquire scheme as set out in section 16 of the Housing Act 1996 or any other similar right to buy conferred by statute</p>

"Secretary of State" means the Secretary of State for Communities and Local Government

"Service Conduits" means mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are or shall become vested in the statutory undertakings

"Transferee" means the transferee named in Panel 5 of this transfer and includes where the context so admits the Transferee's successors in title

"Transferor" means the transferor named in Panel 4 of this transfer and includes where the context so admits the Transferor's successors in title

Any reference to a clause or a schedule shall (unless the context otherwise requires) be a reference to a clause or schedule of this Panel 11

2. Rights granted and reserved

2.1 The Property shown on the Retained Land Plans is transferred **TOGETHER WITH** the rights and easements set out in Part 1 of Schedule A for the benefit of the Transferee and its successors in title owners and occupiers of the Property **EXCEPT AND RESERVING** for the benefit of the Transferor and its successors in title owners and occupiers of the Retained Land shown on the Retained Land Plans and each and every part thereof the rights set out in Part 2 of Schedule A

2.2 All the Property is transferred **SUBJECT TO** the Restrictions and the Highway Interest **AND SUBJECT TO** and with the benefit of the Leases **AND SUBJECT ALSO** to and with the benefit of any covenant right or easement granted or reserved on the transfer of any adjoining or neighbouring property previously sold by the Transferor or its predecessors in title pursuant to Part V of the Housing Act 1957 Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985

3. Covenants by the Transferee

The Transferee for itself and its successors in title **HEREBY COVENANTS** with the Transferor and its successors in title as follows:

- 3.1 with the object and intent of affording the Transferor a full and sufficient indemnity but not further or otherwise to observe and perform the Restrictions and the covenants and obligations on the part of the landlord contained in the Leases and to keep the Transferor and its successors in title fully and effectually indemnified against all future actions proceedings costs charges claims demands and liabilities whatsoever in respect thereof
- 3.2 upon any sale of any part of the Property to a tenant of that part pursuant to the Right to Buy to obtain from that tenant to the intent and so as to bind that part of the Property into whosoever hands the same may come a covenant to observe and perform covenants restrictions and stipulations consistent with and no less onerous than the covenants restrictions and stipulations imposed by the Transferor in the past upon tenants exercising the Right to Buy in respect of the same building neighbourhood or estate
- 3.3 during the period of twenty five years from the date hereof to observe and perform the obligations of the Transferee contained in the Clawback Agreement
- 3.4 to maintain and keep in repair all private roads parking places footpaths and ways forming part of the Property and the kerbs pavements street lighting signposting and notices thereon for so long as such facilities serve any adjoining land retained by the Transferor
- 3.5 to maintain and keep in repair all Service Conduits and ponds forming part of the Property and serving the Property for so long as such facilities serve any adjoining land retained by the Transferor
- 3.6 not during the period of eighty years from the date hereof to carry out the development of the Amenity Land without the prior written consent of the Transferor (such consent not to be unreasonably withheld or delayed) however for the avoidance of doubt consent shall not be withheld in respect of any such proposed development of the Amenity Land shown coloured yellow on the Plans to be effected following the expiry of twenty five years from the date hereof in circumstances where the overall amount of amenity space at the Property is not less than the area covered by the Amenity Land at the date hereof **PROVIDED THAT** any consent granted by the Transferor under this clause 3.6:
 - 3.6.1 shall be without prejudice to the rights of the Transferor under the Clawback Agreement; and

3.6.2 shall be granted by the Transferor as transferor of the Property hereunder without prejudice to the rights powers duties and obligations of the Transferor in exercise of any of its functions as a local authority nor shall any consent granted by the Transferor as a planning authority constitute consent hereunder

3.7 maintain and keep the Amenity Land (save to the extent that development thereof is permitted pursuant to clause 3.6) to the same standard as that to which similar spaces and land are maintained by the Transferor and to ensure that the grass thereon is cut on a regular basis to a reasonable standard and to keep all such land available for so long as it is in use as amenity land for access and use as amenity land at all reasonable times by the Transferor its successors in title the Transferee's tenants and lessees and the general public

4. Disposals by the Transferee

The Transferee **HEREBY FURTHER COVENANTS** with the Transferor not to dispose of the Property or any part thereof except with the consent (whether general or specific) of the Secretary of State (or of any person succeeding the Secretary of State as being empowered to give such consent) for so long as the Secretary of State (or such other person as aforesaid) has the jurisdiction and the power to do so **PROVIDED THAT** no such consent shall be required if the disposal is an exempt disposal as defined in Section 81(8) of the Housing Act 1988 or any successor legislation

5. Assignment of rights

The Transferor **HEREBY ASSIGNS** to the Transferee (in so far as the Transferor has power to do so) the benefit of:

5.1 all covenants in favour of the Transferor contained in any assurances of land formerly in the ownership of the Transferor adjoining or neighbouring the Property (including all such land sold under the Right to Buy) and which relate to the Property and in particular (but without limitation) all covenants to bear a proportion of the cost of repairing maintaining cleansing or operating any roads parking areas paths forecourts accessways or Service Conduits forming part of the Property used by the owners of such adjoining or neighbouring land and the owners or occupiers of the Property **PROVIDED THAT** this assignment shall not include any covenants as to the repayment of all or part of any sum by which a purchase price was discounted imposed before the date hereof on the sale of any property formerly owned by the Transferor

5.2 rights reservations or such other matters expressed to be for the benefit of the Transferor or its predecessors or successors in title insofar as the benefit of such rights reservations and other matters affects the Property and is not otherwise transferred to the Transferee by operation of law

5.3 such rights (if any) reserved for the benefit of the Property or any part thereof by any assurances of land previously sold by the Transferor or its predecessors in title

6. Continuing covenants

It is **HEREBY AGREED AND DECLARED** that the covenants on the part of the Transferee contained in clauses 3.3 to 3.7 are given pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

7. Land Registry

7.1 Section 133 of the Housing Act 1988 applies to the Property and the Transferee hereby applies to the Chief Land Registrar for the entry of the restriction required thereby in the form prescribed in form X of Schedule 4 to the Land Registration Rules 2003

7.2 Section 171A of the Housing Act 1985 applies to this deed so far as it relates to dwellinghouses occupied by secure tenants being all dwellinghouses listed in Schedule D. The Transferee hereby applies to the Chief Land Registrar for the entry of the restriction required by Section 171D(2) and paragraph 4 of Schedule 9A of the Housing Act 1985 in the form prescribed in form W of Schedule 4 to the Land Registration Rules 2003 and for entry of notice protecting the rights of qualifying persons

8. Mortgagees

It is **HEREBY AGREED AND DECLARED** that no mortgagee or chargee of the Property or any part thereof nor any receiver appointed by such mortgagee or chargee or persons deriving title through such mortgagee chargee or receiver shall be bound by the covenants on the part of the Transferee contained in clauses 3.2 and 3.3

9. Disposals

It is **HEREBY AGREED AND DECLARED** that no purchaser of any individual dwellinghouse on the Property or any part thereof pursuant to the Right to Buy nor any persons deriving title through such purchaser shall be bound by the covenants on the part of the Transferee contained in clauses 3.3 and 3.7

SCHEDULE A

Rights granted to and exceptions and reservations from the Property and the Retained Land respectively shown on the Retained Land Plans

PART 1 – RIGHTS GRANTED

1. **Support**

The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of the Property and each and every part thereof

2. **Access to repair**

The right subject to not less than seven days' prior written notice to the Transferor or its successors in title (except in case of emergency) to enter upon such part of the Retained Land as may reasonably be necessary with or without workmen materials and appliances for the purpose of repairing and maintaining the Property and any buildings now or within the Perpetuity Period erected thereon the person exercising such right making good forthwith all damage and loss caused thereby

3. **Access to Service Conduits**

The right subject to not less than seven days' prior written notice to the Transferor or its successors in title (except in case of emergency) to enter on to such part of the Retained Land as may reasonably be necessary with or without workmen materials and appliances for the purpose of inspecting repairing maintaining and renewing any Service Conduits which serve the Property or any part thereof **TOGETHER WITH** the right within the Perpetuity Period to make further connections to and lay new Service Conduits on or through the Retained Land necessary for any increased flow from time to time in such routes as may previously be approved in writing by the Transferor such approval not to be unreasonably withheld **SUBJECT TO** the person exercising any of the aforesaid rights of entry providing suitable alternative services at its sole cost for the duration of any works to the Service Conduits and making good forthwith all damage and loss caused thereby

4. **Services**

The right in common with all others having a like right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits which are now or may be constructed within the Perpetuity Period on over or under the Retained Land to the extent only that the same serve the Property or any part thereof **SUBJECT TO** the Transferee or the owner or owners for the time being of the Property paying a fair proportion of the cost of repairing and maintaining such Service Conduits **PROVIDED THAT** the Transferor may for the purpose of developing the Retained Land upon reasonable prior notice at its sole cost divert the course of any of the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services to the Property and (c) making good forthwith all damage and loss thereby caused

5. **Light and air**

The right to the unimpeded access and enjoyment of light and air to all windows in the buildings now on the Property from or over the Retained Land

6 **Quasi-easements etc**

All easements quasi-easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute or by reason of severance hereby effected over any land (including the Retained land) owned and retained by the Transferor adjoining adjacent or neighbouring the Property

PART 2 – EXCEPTIONS AND RESERVATIONS

1. **Support**

The full right of subjacent and lateral support from the Property and each and every part thereof for the benefit of the Retained Land and each and every part thereof

2. **Access to repair**

The right subject to not less than seven days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon such part of the Property as may reasonably be necessary with or without workmen materials and appliances for the purpose of repairing and maintaining the Retained Land and any buildings now or within the Perpetuity Period erected thereon the person exercising such right making good forthwith all damage and loss caused thereby

3. **Rights of way**

The right for all reasonable purposes connected with the use and enjoyment of the Retained Land or any part thereof in common with all others having a like right to pass and repass (with or without vehicles as appropriate in the case of roads and forecourts) over and along all roads accessways paths and forecourts forming part of the Property and not publicly adopted (except where and to the extent that such roads accessways paths and forecourts form an integral part of any individual dwelling within the Property and are intended for the sole benefit of such dwelling) **SUBJECT TO** the Transferor or the owner or owners for the time being of the Retained Land paying a fair proportion of the cost of repairing and maintaining the same **PROVIDED THAT** the Transferee may upon giving not less than one month's written notice vary the route of any roads paths and accessways comprised in the Property provided that such variations do not materially adversely affect the use and enjoyment of the Retained Land

4. **Access to Service Conduits**

The right subject to not less than seven days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter on to such part of the Property as may reasonable be necessary with or without workmen materials and appliances for the purpose of inspecting repairing maintaining and renewing any Service Conduits which serve the Retained Land or any part thereof **TOGETHER WITH** the right within the Perpetuity Period to make further connections to and lay new Service Conduits on or through the Property necessary for any increased flow from time to time in such routes as may previously be approved in writing by the Transferee such approval not to be unreasonably withheld **SUBJECT TO** the person exercising any of the aforesaid rights of entry providing suitable alternative services at its sole cost for the duration of any works to the Service Conduits and making good forthwith all damage and loss caused thereby

5. **Services**

The right in common with all others having a like right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Retained Land through and along all Service Conduits which are now or may be constructed within the Perpetuity Period on over or under the Property to the extent only that the same serve the Retained Land or any part thereof **SUBJECT TO** the Transferor or the owner or owners for the time being of the Retained Land paying a fair proportion of the cost of repairing and maintaining such Service Conduits **PROVIDED THAT** the Transferee may for the purpose of developing the Property upon reasonable prior notice at its sole cost divert the course of any of the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services to the Retained Land and (c) making good forthwith all damage and loss thereby caused

6. **Light and air**

The right to the unimpeded access and enjoyment of light and air to all windows in the buildings now on the Retained Land from or over the Property

7. **Quasi-easements etc**

All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over the Property and which would be implied by statute or by reason of severance in favour of a purchaser of any land adjoining adjacent or neighbouring the Property owned and retained by the Transferor including the Retained Land as if the same had been transferred to such purchaser and the Property hereby transferred had been retained by the Transferor

SCHEDULE B				
Registered Titles				
Plan	Title Number	Whole/Part	Tenure	Search Date
Teviot	105541	Part	Freehold	25.10.2007
	NGL 42436	Part	Freehold	10.07.2007
Teviot -- Tweed House Brownfield	EGL 519568	Whole	Freehold	30.07.2007
	EGL 519908	Whole	Freehold	10.07.2007
	EGL 217115	Part	Freehold	10.07.2007
	447894	Whole	Freehold	12.07.2007
	NGL 241141	Whole	Freehold	12.07.2007
	EGL 284182	Whole	Freehold	10.07.2007
	NGL 235191	Part	Freehold	10.07.2007
Aberfeldy	NGL 42580	Part	Freehold	10.07.2007
	NGL 37845	Whole	Freehold	25.09.2007
	EGL 382186	Whoie	Freehold	10.07.2007
Abbott South	NGL 320908	Whole	Freehold	10.07.2007

SCHEDULE C

Leases to which the Property is subject

SEE ATTACHED