

DATED **07 November** **2025**

- (1) BEAL DEVELOPMENTS LIMITED**

- (2) THIRTEEN HOUSING GROUP LIMITED**

**Agreement for Sale and Development of
47 Units at The Greenways, Rawcliffe Road, Goole, East
Riding of Yorkshire**

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

THIS AGREEMENT is made on 07 November 2025

BETWEEN

- (1) **BEAL DEVELOPMENTS LIMITED** registered in England under company number 00932246 and whose registered office is at Holderness House, Alder Road, Bridgehead Business Park, Hessle, Hull, HU13 0GW (the “Developer”); and
- (2) **THIRTEEN HOUSING GROUP LIMITED** a registered society incorporated under the Co-Operative and Community Benefit Societies Act 2014 with registration number R007522 whose registered office is situated at 2 Hudson Quay, Windward Way, Middlesbrough, TS2 1QG (the “Buyer”).

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following definitions apply:

Administrator(s)

means any of the following (as the case may be):

- (i) The administrators who may be appointed joint administrators of the Developer by the directors of the Developer under paragraph 22 of Schedule B1 to the Insolvency Act 1986; or
- (ii) The administrators who may be appointed joint administrators of the Developer by their Bank under paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (iii) The administrators who may be appointed joint administrators of the Developer who are appointed by an order of the competent Court.

Actual Completion

the respective dates on which legal completion of the transfer of a Unit or Units or Cluster to the Buyer actually takes place;

Additional Agreed Extras



Applicable Standards

the Specification and the Necessary Consents;

Authorities/Authority (as the case may be)

any relevant public highway drainage and planning authorities and undertakings responsible for the supply of water gas electricity communication media or any other services;

Bank: the bankers from time to time of the Developer.

Building Regulation Final Certificate

in respect of each Unit where building control is not supervised by the Warranty Provider a letter from the Building Control Department of the relevant Local Authority in respect of each Unit confirming the Unit has passed its final inspection for Building Regulation purposes;

Building Works

the design and construction of the Units in accordance with the Applicable Standards together with the construction of the Estate Roads and car parking and footpaths (in respect of Estate Roads and car parking and footpaths to at least base course level) and the connection of the Units to the Estate Roads and the Estate Services to enable Units to be accessed and serviced and be fit for occupation;

Buyer's Agent

such agent as may be notified from time to time by the Buyer to the Developer

Buyer's Project Manager

such suitably qualified project manager appointed by the Buyer and notified to the Developer from time to time;

Buyer's Solicitors

as described in clause 20;

Cluster

in the case of completion to Golden Brick Stage those clusters specified in the cluster schedule set out within Schedule 2 (if any) and in all other cases not less than 6 Units or the balance of the Units as notified by the Developer to the Buyer from time to time and relevant Cluster shall be construed accordingly

Completion Certificate

in respect of each Unit or Cluster the notice served by the Developer on the Buyer pursuant to clause 22.6.3 (which may not be served until the inspection by the Warranty Provider has taken place and the Warranty Provider has not confirmed that a Cover Note will not be issued);

Completion Date

in respect of each Unit or Cluster the date determined pursuant to clause 5.1 when Actual Completion shall take place;

Contract Rate

[REDACTED]

Cover Note

written confirmation in the form of the standard cover note (or equivalent) issued by the Warranty Provider;

Data Protection Laws

the Data Protection Act 1998 ("DPA") and EC Directive 95/46/EC (the "DP Directive") (up to and including 24 May 2018) and the Data Protection Act 2018 ("DPA 2018") and the GDPR (on and from 25 May 2018) or all legislation enacted in the UK in respect of the protection of personal data due to the UK leaving the European Union or any replacement of any or all of such legislation from time to time;

Defect(s)

those defects in the Building Works directly attributable to workmanship not in accordance with the NHBC Technical Standards and NHBC Requirements (as defined in the Warranty Cover) (but excluding normal wear and tear arising through normal usage of the Units and excluding any defect caused by the deliberate and or negligent act or omission and or abnormal usage of the Units by the Buyer or its tenants or lessees);

Defects Liability Period

the period in respect of each Unit expiring at 4pm on the date which is 12 calendar months calculated from the date of Practical Completion for that Unit (time being of the essence);

Defects Retention



Developer's Solicitors

as described in clause 20;

Development

the development of the Estate in accordance with the Planning Permission;

Development Period

the period from and including Actual Completion of the first Unit by the Buyer up to and including the date of Practical Completion of the last Unit on the Property;

Dispute

any difference or dispute between the parties to this agreement arising out of or in connection with this agreement and including any question as to the validity or interpretation of this agreement and any dispute arising before or after termination of this Agreement;

Estate

all of the freehold land at The Greenways, Rawcliffe Road, Goole, East Riding of Yorkshire and being the land presently registered at the Land Registry under the Title Numbers;

Estate Roads

the roadways footpaths visibility splays and verges to be constructed by the Developer on the Estate and serving the Property and/or on the Property which connects the Property to the adopted highway and which are to be constructed to an adoptable standard to the extent that such roadways are intended to be adopted by the Authorities;

Estate Services

all sewers drains watercourses gutters channels pipes wires cables to be constructed or laid within the Estate and serving the Property in order to provide the Units with foul and surface water drainage water electricity gas telecommunications and in so far as such sewers and drains are intended to be vested and maintained at public expense they shall be constructed to an adoptable vesting standard by the Authorities;

Expert

a person appointed in accordance with clause 7;

Force Majeure

fire accidents inclement weather loss or damage occasioned by one or more of the risks covered by insurance civil commotion riots terrorism local combination of strikes or lock-outs or non-availability of materials labour materials or equipment affecting any trades employed in the carrying out of the works as a result of any reason beyond the reasonable control of the Developer or any of the trades engaged in the preparation manufacture or transportation of any of the goods or materials required for the works excessive delay by a local authority or statutory undertaker in carrying out work in pursuance of its statutory obligations or in providing any necessary approvals or failure by such authority to carry out such works any additions or changes effected by the Buyer or any delay caused by the Buyer's Project Manager or any other matter beyond the reasonable control of the Developer;

General Conditions

the Standard Conditions of Sale (Fifth Edition);

GDPR

the General Data Protection Regulation (EU) 2016/679;

Golden Brick Notice

a written notice from the Developer to the Buyer pursuant to clause 6.2 in respect of a Unit or Units or Cluster confirming that the Developer has completed the Golden Brick Works on that Unit or Units or Cluster

Golden Brick Payment

[REDACTED]

Golden Brick Works

in respect of a Unit the completion of the foundations and at least one level of brick course above damp proof course level or such other point in time that the relevant Units have satisfied the status of a building “being constructed” for the purposes of VATA and HMRC VAT notice 708 (July 2018) or as amended;

Handover

the relevant Unit or Cluster being handed over to the Buyer from the Developer

Handover Date

means in respect of each Unit or Cluster the due date for payment of the Practical Completion Milestone Payment referred to in clause 22.6.5;

Handover Information

the information set out in Schedule 5;

Insolvency Event

in respect of any person which is a body corporate, any of the following events occurs in relation to that person and/or any body corporate which is for the time being a holding company of that person:

- a. the making of an order or the passing of a resolution for winding-up;
- b. the appointment of a provisional liquidator;
- c. being struck off the Register of Companies or being dissolved or ceasing for any reason to retain its corporate existence provided always and it is agreed and acknowledged that the Buyer is not and shall not be a company registered at Companies House and this shall not at any time be deemed to be an Insolvency Event of the Buyer.

Joist

[REDACTED]

Longstop Date

[17 December 2027;]

Milestone

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Milestone Stage

the Milestones numbered (a) to (d);

Milestone Stage Payment

[REDACTED]

Monthly Inspection

the inspection of the Building Works by the Buyer and/or the Buyer's Project Manager and the Developer in accordance with clause 22.5.1 (Milestones) or clause 22.6.1 (Practical Completion) as the case may be;

Necessary Consents

means:

- a. Planning Permission, consents, licences, approvals or permissions required from any person (including all statutory sub statutory and other regulatory bodies and undertakings (which are necessary for the Building Works));
- b. the NHBC Technical Requirements and the NHBC Standards as both terms are defined in the Warranty Cover;
- c. any other statutory consents as may be required;

NHBC

the National House Building Council (Company Number: 00320784);

Outstanding Works

the outstanding Building Works as specified in an Outstanding Works Notice;

Outstanding Works Notice

a notice in writing served by the Buyer on the Developer pursuant to clause 6.4.1 or clause 22.6.3(a) incorporating an exhaustive list of outstanding Building Works to be completed in respect of the relevant Unit or Cluster in order to achieve Practical Completion provided that items of Snagging shall not be included in the Outstanding Works Notice and shall be dealt with pursuant to clause 28;

Party

means the Developer and the Buyer;

Payment Schedule

the schedule attached at Schedule 2;

Personal Data

personal data as set out in the Data Protection Act 1998 ("DPA 1998") and EC Directive 95/46/EC (the "DP Directive") (up to and including 24 May 2018) and the Data Protection Act 1998 ("DPA 2018") and the GDPR (on and from 25 May 2018) or, set out in all legislation enacted in the UK in respect of the protection of personal data due to the UK leaving the European Union;

Plan

the plan annexed at Schedule 3;

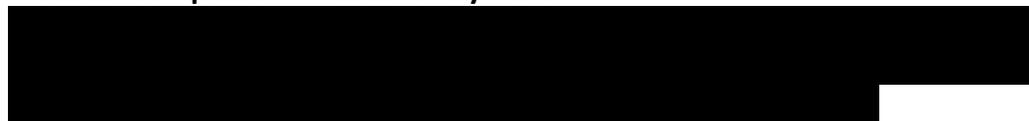
Planning Permission

planning consent for outline permission with reference DC/15/00305/STOUT issued by East Riding of Yorkshire Council and the reserved matters approval with reference 19/00225/STREM and 21/02156/STPLF issued by East Riding of Yorkshire Council together with the Section 106 Agreement as may be varied or supplemental from time to time;

Practical Completion

the relevant Unit or Cluster being constructed in accordance with the terms of this Agreement and being fit for occupation (including turfing (where part of the Specification and weather permitting), fencing, the surfacing to base course level of any Estate Road and any parking space and any forecourt and shared drive to enable safe access to any Unit and any associated parking and Estate Services serving the relevant Unit or Cluster have been completed to enable the use thereof) and that safe vehicular and pedestrian access is available from the public highway notwithstanding items of a minor nature being outstanding which do not prevent the Buyer or its tenants from occupying the relevant Unit and "**Practically Complete**" shall be construed accordingly;

Practical Completion Milestone Payment



Property

the freehold land shown edged red on the Plan comprising of forty seven (47) Units under plot numbers 218, 225, 248-249, 253, 258, 265-292, 294-301 and 304-308 (in each case being inclusive);

Relevant Event

means an event of Force Majeure;

Section 106 Agreement

shall mean:

1. the agreement dated 07 November 2016 and being made between (1) East Riding of Yorkshire Council (2) Central Land Holdings Limited and (3) Mary Huddlestone pursuant to Section 106 of the Town & Country Planning Act 1990 as varied by a deed of variation dated 06 November 2018 being made between (1) East Riding of Yorkshire Council (2) Central Land Holdings Limited and (3) Mary Huddlestone; and

2. the agreement dated 03 March 2020 being made between (1) East Riding of Yorkshire Council (2) Central Land Holdings Limited pursuant to Section 106 of the Town & Country Planning Act 1990 in order to secure the Planning Permission as firstly varied by a deed of variation dated 26 November 2021 being made between (1) The East Riding of Yorkshire Council (2) Central Land Holdings Limited and (3) Beal Developments Limited and as secondly varied by an agreement and deed of variation dated 17 August 2023 being made between (1) East Riding of Yorkshire Council (2) Central Land Holdings Limited and (3) Mary Huddlestone (4) Beal Developments Limited and (5) HSBC UK Bank PLC and as may be further varied from time to time;

Section 38 Agreement

the agreement or agreements to be entered into between the Developer and the relevant highway authority in respect of those parts of the Estate Roads which are intended to be adopted pursuant to Section 38 and or Section 278 of the Highways Act 1980;

Section 104 Agreement

the agreement or agreements to be entered into between the Developer and the relevant water authority, company or undertaking (or its duly authorised agents) in respect of those parts of the drains and sewers comprised within the Estate Services which are intended to be vested pursuant to Section 104 of the Water Industry Act 1991;

Senior Representatives

the senior representatives of each of the Buyer and the Developer to be nominated by the Buyer and the Developer respectively, as shall be appropriate to the Dispute in question or otherwise from time to time notified to the other;

Snagging

defects in the Building Works [REDACTED]

Specification

the Developer's drawings and specification documents listed at Schedule 4 hereto copies of which both parties acknowledge as having received and approved prior to the date hereof [REDACTED]

Total Contract Sum

[REDACTED]

Title Number

freehold title numbers:YEA109627 and YEA105559 and YEA95264 and HS120084;

Transfer

shall mean the separate transfer of each Unit or Cluster to the Buyer in the agreed form annexed at Schedule 1 with such amendments or additions as are expressed as required to be included pursuant to this Agreement and/or as the Developer and the Buyer (each acting reasonably) may agree having regard to the scheme of management for the Estate and as shall be agreed with the Buyer (acting reasonably) and as otherwise provided for in clause 10.2 and/or clause 38;

Uncompleted Units

Units for which the Completion Date has occurred but that the Handover Date for the Unit or Units has not been reached (and "Uncompleted Unit" shall be construed accordingly);

Unit

a residential dwelling constructed or to be constructed on the Property and the plot of land appurtenant thereto (and "Units" shall be construed accordingly);

Unit Long Stop Date

[REDACTED]

Variation

any material variation to the Specification, including the substitution of materials, the addition, substitution or omission of any work and/or the alteration of the kind or standard of the Building Works including any variations required as a result of compulsory change to statutory requirements after the date of this Agreement PROVIDED THAT (other than in relation to a compulsory

change to statutory requirements) such variations are not detrimental to the value of the Property or the Units, reduce the number of bedrooms in each Unit or would cause a reduction in rental income, alter the general location of the Units within the Estate, or materially reduce the amenity of the Units;

Wall Plate

[REDACTED]

Warranty Cover

the warranty cover provided by the Warranty Provider which shall include insolvency cover;

Warranty Provider

the NHBC;

Working Days

means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a bank /statutory or other common law holiday [REDACTED]

[REDACTED]

Works Agreement

the Section 38 Agreement and/or the S104 Agreement or any agreement or undertaking or related deed of easement required in connection with the grant of planning permission in respect of the Estate or the construction or adoption of any highway sewers or other service systems pursuant to Section 111 Local Government Act 1972 Section 33 Local Government (Miscellaneous Provisions) Act 1982 the Highways Act 1980 the Water Industry Act 1991 or any similar legislation.

- 1.2 In this Agreement the masculine gender shall include the feminine gender and the singular number or person shall include the plural number or persons
- 1.3 Save as provided in clause 18 Reference to "written" or "in writing" shall exclude by fax or email
- 1.4 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 1.5 Any reference to a clause or schedule is to a clause or schedule in this Agreement so numbered (unless specified otherwise)
- 1.6 All monies payable under this Agreement are exclusive of Value Added Tax.

2 CONDITIONS OF SALE

- 2.1 The sale and purchase of the Property shall be subject to the General Conditions as may be amended or varied in this Agreement and where there is a conflict between the General Conditions and this Agreement then this Agreement prevails
- 2.2 The amendments and variations to the General Conditions are as follows :-
- 2.2.1 Condition 1.1.1 (m) shall have added to it the words "*and such working days shall expire at 4.00 p.m*"
 - 2.2.2 Condition 1.3.4 - insert after the word "delivered" the words "subject to contrary proof"
 - 2.2.3 Conditions 2.2, 4.4, 3.1.3, 5 and 6.1.1 shall not apply
 - 2.2.4 Standard Condition 7.1 applies only to statements made or confirmed in writing before the date of this Contract and the Buyer acknowledges that in making this Contract the Buyer has not relied on any statement made to the Buyer unless made or confirmed in writing by the Developer or the Developer's Solicitors to the Buyer or the Buyer's Solicitors and any descriptive literature (including but not limited to plans drawings layouts and advertisements) issued or displayed in connection with the Property or the Development is solely intended for guidance and nothing contained therein shall be considered as forming part of this Contract or as a warranty or representation inducing exchange

3 AGREEMENT FOR SALE

The Developer will sell and the Buyer will buy the Units on the relevant Completion Date for the relevant Unit subject always to clause 5 of this Agreement and further on the terms of this Agreement.

4 DEPOSIT



5 COMPLETION DATE

- 5.1 The Completion Date in respect of each Unit or Cluster shall be the fifth Working Day after the date upon which it is agreed or deemed to have been agreed between the parties (pursuant to clause 6.3 and/or clause 6.5) or determined (pursuant to clause 7) that the Golden Brick Works in respect of the relevant Unit or Cluster have been completed.
- 5.2 The Golden Brick Payment shall be payable for the relevant Unit on the Completion Date for that Unit.

5.3 On the Completion Date the parties will enter into the Transfer for the relevant Unit(s) or Cluster.

6 GOLDEN BRICK WORKS

6.1 The Developer warrants that in respect of each Unit the Golden Brick Works will be constructed in a good and workmanlike manner and in accordance with the requirements of this agreement and the Specification.

6.2 Whenever in the reasonable opinion of the Developer the Golden Brick Works in respect of a Unit or Cluster are complete and available for inspection the Developer or the Developer's Solicitors its behalf shall serve a Golden Brick Notice on the Buyer in respect of that Unit or Cluster (and for the purposes of this clause service by email shall suffice).

[Redacted text block]



- 6.7 Any notices (for the purposes of this clause 6) served after 4pm shall be deemed to be effected on the next Working Day.
- 6.8 In the event of default on the part of the Buyer in making any of the payments due in accordance with the provisions of this Agreement such payments shall bear interest at the Contract Rate.

7 DISPUTES

- 7.1 The parties agree and confirm that prior to referring any Disputes that arise concern or are connected with this Agreement to an expert in accordance with this clause 7 that the parties shall use reasonable endeavours to resolve the Dispute or failing that refer to any such Dispute to the parties' Senior Representatives for resolution.
- 7.2 Subject to clause 7.1 save where a provision in this Agreement provides otherwise, any Dispute shall be determined by an independent Expert in accordance with the remainder of this clause 7.
- 7.3 The Party wishing to refer a Dispute to an independent Expert for determination shall give notice in writing to that effect to the other Party. The notice shall contain sufficient particulars of the Dispute to be referred to the Expert to allow the other Party to understand the nature of the Dispute and the profession or discipline of the Expert who is to be appointed.
- 7.4 The Parties shall agree the identity of the Expert to be appointed and shall agree with the Expert the terms of their appointment. In default of agreement on the Expert or the terms of their appointment within (10) ten Working Days of the date of service of the notice referred to in clause 7.3 the Expert shall be appointed on the application of either Party by the Chairman, President or other duly authorised officer as the case may be for the time being of the Appointing Body named in clause 7.5 and, as appropriate, the Appointing Body may agree with the Expert the terms of appointment.
- 7.5 The Appointing Body shall be:
 - 7.5.1 for financial disputes: The ICAEW in England and Wales;
 - 7.5.2 for technical disputes: The Royal Institution of Chartered Surveyors or The Chartered Institute of Housing as appropriate;
 - 7.5.3 for legal disputes: The Law Society of England and Wales; and
 - 7.5.4 for land valuation disputes: The Royal Institution of Chartered Surveyors.
- 7.6 The person identified to act as an Expert shall confirm within 10 (ten) Working Days whether or not he is willing and able to accept the appointment.

- 7.7 In the event that the Expert so appointed does not confirm that he is willing and able to accept the appointment within 10 (ten) Working Days then either Party may request the Appointing Body to suggest an alternative appointment until a person so identified confirms that he is willing and able to accept the appointment.
- 7.8 In the event that the Expert dies or otherwise becomes unable or unwilling to continue to act as Expert, or does not deliver the decision within the time required by this clause, then any Party may apply to the Appointing Body in accordance with clause 7.4 for the appointment of a replacement.
- 7.9 No person shall be appointed to act as an Expert under this Agreement unless he:
- 7.9.1 is a solicitor or barrister, accountant or surveyor of more than ten years standing;
 - 7.9.2 is qualified to act as an expert in relation to the dispute; and
 - 7.9.3 has practical experience in relation to matters such as those in dispute.
- 7.10 Any person appointed to act as an Expert shall at the time of confirming that he is willing and able to accept such appointment disclose to the Parties any contact or relationship with any party to the dispute and otherwise to the Parties any duty or interest which does or may create a conflict or otherwise impinge upon the matters in dispute. If any such disclosure is made either Party may object to the appointment within 5 (five) Working Days in which case the procedure for appointing an Expert in clauses 7.4 to 7.7 shall be repeated.
- 7.11 The Expert shall act as an expert and not as an arbitrator, and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Expert or his determination or the procedure by which he reaches his determination.
- 7.12 The Expert shall determine the Dispute referred to him acting impartially and in good faith. The Expert will establish the procedural rules to be applied to the determination which must accord with the following:
- 7.12.1 each Party will be entitled to make submissions to the Expert and to supply the Expert with data and information which it considers to be relevant;
 - 7.12.2 the Expert may request either Party to provide him with such written or other statements, documents or information as he may require in order to determine the Dispute referred to him and the Parties shall comply promptly with any such request;
 - 7.12.3 communications from a Party to the Expert or from the Expert to a Party shall be copied to the other Party at the same time and by the same method;

- 7.12.4 the Parties shall have 10 (ten) Working Days to make written comments on each other's submissions;
 - 7.12.5 the Expert will be entitled to make such site visits or inspections as he considers are necessary or appropriate;
 - 7.12.6 the Expert shall not take into consideration any document or statement which has not been made available to the other Party for comment; and
 - 7.12.7 a failure by a party to respond to any request or direction by the Expert shall not invalidate the Expert's determination.
- 7.13 Unless a shorter period is agreed between the Parties at the time of the Expert's appointment, the Expert must give his determination in writing with reasons within 30 (thirty) Working Days of his appointment. The Expert's statement of reasons for his determination shall identify the documentation, investigations and other evidence considered by the Expert in arriving at his determination.
- 7.14 The Expert's time for reaching his determination may be extended by a period of 10 (ten) Working Days with the consent of the referring Party or by such longer period as may be agreed by both Parties.
- 7.15 Each party shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching his determination.
- 7.16 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.
- 7.17 The fees and expenses of the Expert shall be borne by the Parties in equal shares unless the Expert otherwise determines in his decision.

8 VALUE ADDED TAX

As a result of having carried out the Golden Brick Works the supply constituted by the sale of the Property to the Buyer will to the best of the Developer's knowledge and belief be zero rated and no VAT will be payable by the Buyer.

9 POSSESSION

Each Unit shall be sold with vacant possession [REDACTED]

10 TITLE

[REDACTED] The title to the Property shall consist of official copies of the Title Number(s) as [REDACTED]

10.2 Form of Transfer

10.2.1 The transfer of a Unit or Units or Cluster shall be substantively in the

form of the Transfer (subject to this clause 10.2 and clause 38) with such amendments as the Developer and Buyer (each acting reasonably) may agree and or with such amendments as may be required pursuant to the Necessary Consents and each party shall act promptly and diligently in seeking to agree the form of Transfer and shall not unreasonably withhold or delay agreement to the form of Transfer.

- 10.2.2 The Developer and Buyer acknowledge that the management scheme in respect of the development of the Property and Estate has not yet been finalised and the Developer shall be entitled to incorporate (having agreed the same with the Buyer, both parties acting reasonably and without delay) into the Transfer such reasonable and proper provisions relating to the management structure of the Property and the Estate as may reasonably be required by the Developer including (without limit) an obligation on the Buyer to pay to the Developer, or its successors in title, or the Developer's appointed management company a fair and reasonable service charge attributable to each Unit and if required to enter into a separate deed of covenant in favour of a management company in respect of a management scheme as the Developer shall propose and the Buyer approves, such approval not to be unreasonably withheld or delayed provided that the Buyer shall not be required to become a director of any management company.
- 10.2.3 Further to this clause 10.2 and clause 38 and in order to give full effect to such provisions, in respect of any Transfer of any Unit or Units or Cluster which have already been completed, the Buyer and Developer shall as soon as reasonably practicable enter into a variation of any such Transfer agreed under this clause 10.2.

10.3 The Property shall be sold with Full Title Guarantee.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



11 SUBJECTIONS

The Property shall be sold subject to:

- 11.1 All matters contained mentioned or referred to in the Title Number(s) (insofar as they affect the Property) save for financial charges;
- 11.2 All local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually so registered
- 11.3 All notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Agreement
- 11.4 All actual charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to Town and Country Planning
- 11.5 All easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement
- 11.6 The easements and rights already granted or contracted or intended to be granted to buyers of other parts of the Estate insofar as they are the same or substantively the same as those contained or referred to in the Transfer
- 11.7 For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in the Registers open to public inspection are to be considered within the actual knowledge of the Buyer
- 11.8 All matters disclosed or which might reasonably be expected to be disclosed by searches and enquiries made by or on behalf of the Buyer or which a prudent purchaser ought to make
- 11.9 The right for the Developer at its own cost to grant for the benefit of the Estate such easements licences wayleaves and rights as may be required by the highway authority electricity gas water telephone and other utilities and

television and radio companies in order to implement the Planning Permission;
and

11.10 The Planning Permission and/or the Section 106 Agreement.

12 ASSIGNMENT

[REDACTED]

13 NON-MERGER

The obligations of the Developer and the Buyer shall continue notwithstanding completion in so far as they remain to be performed and observed.

14 REPRESENTATIONS

This Agreement incorporates the entire contract between the parties and the Buyer acknowledges that the Buyer has not entered into this Agreement in reliance on any advertisement or other matter issued by the Developer or the Developer’s agents or in reliance on any statement or representations made to the Buyer by either of them save those written statements of the Developer’s Solicitors made before the date of this agreement in reply to any written enquiries raised by the Buyer’s Solicitors

15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

15.1 A person who is not a party to this Agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

15.2 The parties to this Agreement may vary or rescind it in accordance with its provisions without the consent of any other person

16 FURTHER EASEMENTS

[REDACTED]

[REDACTED]

17 WARRANTY PROVIDER REGISTRATION

The Developer shall procure that the Units are entered on the register maintained by the Warranty Provider for its 10 year Buildmark Choice and that the Building Works will be built so as to comply with the requirements of the Warranty Provider and so as to qualify for the appropriate certificate of guarantee or insurance.

18 SERVICE OF NOTICES

18.1 The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Agreement except that Section 196 shall be deemed to be amended by the deletion of the final words of Section 196 (4) “and that service be delivered” and the substitution of the words “and that service shall be deemed to be made on the first Working Day after the registered letter has been posted” and (for the avoidance of doubt) such amendment shall also apply to the service by the Recorded Delivery Service and the parties hereto also agree that service by or upon either party’s Solicitors shall be as good as service by or upon the parties themselves and service of notice by email and fax is not permitted unless the provision in this Agreement for service specifically refers to service by such means being acceptable.

18.2 Notices shall be served at the following addresses:

18.2.1 To the Buyer at:

2 Hudson Quay, Windward Way, Middlesborough TS2 1QG [REDACTED]

18.2.2 To the Developer at:

Holderness House, Alder Road, Bridgehead Business Park, Hessle, Hull, HU13 0GW [REDACTED]

and

(where such Notice relates to matters other than notices served pursuant to clause 6 and/or clause 22.5 and/or clause 22.6) the Developer’s current registered office the marked for the attention of the Company Secretary

18.3 Any notice or document permitted under the terms of this Agreement to be sent by email shall be deemed to have been received if receipt is acknowledged and it is agreed that the receiving party to an email shall acknowledge such receipt promptly where it is asked to do so.

18.4 The electronic mail addresses for service of any notice of any documents pursuant to this Agreement are set out below until such time as either party notifies the other in writing of any change:

18.4.1 In the case of the Buyer to [REDACTED]

18.4.2 In the case of the Developer to [REDACTED]

19 SUMS DUE

[REDACTED]

20 SOLICITORS

20.1 The Developer's Solicitors are Gosschalks LLP [REDACTED]

20.2 The Buyer's Solicitors are Thirteen Housing Group [REDACTED]

or as may be advised to the Buyer or the Buyer's solicitor from time to time.

21 CONFIDENTIALITY

The parties shall not disclose the terms of this Agreement to any third party except:

[REDACTED]

22 THE BUILDING WORKS

[REDACTED]

[Redacted text block]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

23 LICENCE TO OCCUPY

The Buyer hereby grants the Developer and its contractors, subcontractors, employees, agents invitees and all other such persons engaged in the construction of the Units an irrevocable licence throughout the Development Period to enter and remain upon the Property with all relevant equipment, vehicles, plant and materials for all purposes in connection with the performance of the Developer's [REDACTED]

[REDACTED]

24 INFRASTRUCTURE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25 POST PRACTICAL COMPLETION DEFECTS

[REDACTED]

26 WARRANTY PROVIDER

The Developer and the Buyer shall take all steps respectively prescribed for them to secure for the benefit of the Property and every Unit the warranty scheme prescribed by the Warranty Provider.

27 VARIATIONS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

28 SNAGGING

[REDACTED]

[REDACTED]

[REDACTED]

29 RELEVANT EVENTS AND INSOLVENCY EVENTS

[REDACTED]

[Redacted text block]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

31 INSURANCE

The Developer shall insure the Building Works on each Unit and all of its materials until (in each case) the Buyer has effected payment of the Practical Completion Milestone and has taken Handover of the Units against the usual risks covered by a building contractors' comprehensive policy including public liability insurance for an amount not less than [REDACTED] ("the **Insured Risks**") to the effect that the insurance risk in each Unit remains with the Developer until the Handover Date of the relevant Unit and will on request supply copies of such insurance and if the proceeds of the insurance are insufficient to cover the costs of reinstatement replacement or repair the Developer will make good any deficiency out of its own monies.

32 CDM REGULATIONS

[REDACTED]

33 COPYRIGHT

[REDACTED]

34 NO PARTNERSHIP

Nothing in this Agreement or arising through any of the documents referred to in this Agreement shall constitute a partnership between the Developer and the Buyer and neither shall act as agent of the other.

35 CHARITABLE STATUS

The Property will as a result of this agreement be held by Thirteen Housing Group Limited, an exempt charity.

37 ESTATE MANAGEMENT

- 37.1 The Buyer will (and will procure that its successors in title will) at the request of the Developer participate in all arrangements specified by the Developer for the orderly provision and maintenance of shared infrastructure or services or open spaces within the Estate including:
- 37.1.1 entering into covenants relating to the use of such infrastructure or services or open spaces;
 - 37.1.2 participation in the ownership and/or operation of any related management companies or other entities (and accepting the appointment of officers in such companies); and
 - 37.1.3 making payment to the Developer and/or its managing agents and/or management companies for a due proportion of the charges in question having regard to the number of Units on the Property compared to the number of dwellings on the Estate from time to time
- and the Transfer shall be amended accordingly.
- 37.2 The Buyer will include in any lease or tenancy arrangements of each Unit an obligation on their tenants to comply with the Buyer's covenants and restrictions in the Transfer (other than those relating to payment of any service or estate charge) and shall use reasonable endeavours to enforce the observance of such covenants and restrictions.

38 WORKS AGREEMENTS



39 DATA PROTECTION

- 39.1 The Buyer and the Developer agree, warrant and represent to the other that they will comply in all respects with their obligations under the Data Protection Laws (including (but not limited to) the data protection principles, Article 28 of the GDPR and their obligation to notify processing of Personal Data) in relation to the management or protection of Personal Data which each processes pursuant to the relevant obligations under this Agreement and in particular they will:
- 39.1.1 not disclose Personal Data unless specifically authorised by other to do so; and

39.1.2 comply with any rules or policies given or notified to it by the other to comply with all reasonable rules or policies or notified by the other in relation to processing of Personal Data.

39.2 Without prejudice to the generality of clause 39.1, the Buyer and the Developer will at their own expense implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data.

[REDACTED]

This Agreement has been executed by the parties to it as a deed and it is delivered on the date stated at the beginning of it.

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| <p>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.</p> | <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u></p> <p>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p> |
| <p>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.</p> | <p>9 Transferee's intended address(es) for service for entry in the register:</p> |
| | <p>10 The transferor transfers the property to the transferee</p> |
| <p>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.</p> | <p>11 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><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> |
| <p>Place 'X' in any box that applies.</p> | <p>12 The transferor transfers with</p> <p><input type="checkbox"/> Full title guarantee</p> |

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| <p>Add any modifications.</p> | <p><input type="checkbox"/> Limited title guarantee</p> <p>save that:-</p> <p>(a) The covenant set out in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 does not extend to any charge incumbrances or other right which the Transferor does not know about</p> <p>(b) Any assistance given by the Transferor after the date hereof in accordance with Section 2(2)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall be at the Transferee's expense</p> <p>(c) For the purposes of Section 6(2)(a) of the Act all matters now recorded in registers open to public inspection (including the registers at the Land Registry) and all information ascertainable from the documents provided to the Transferee's solicitors are deemed to be within the actual knowledge of the Transferee notwithstanding the provisions of Section 6(3) of the Act.</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"> - definitions of terms not defined above - rights granted or reserved - restrictive covenants - other covenants - agreements and declarations - any required or permitted statements - other agreed provisions. <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 Definitions</p> <p>12.1 IN this Deed where the context so admits :</p> <p>12.1.1 "the Estate" means all and any part of the land now or formerly comprised in the above Title number(s) or numbers as the context shall permit or any adjoining land of the Transferor comprising houses constructed or being constructed including all external grounds and accessways or other appurtenances of which the Transferor is or was proprietor</p> <p>12.1.2 "the Drainage Easement" shall mean any surface water or foul water drainage system passing through under over or within the boundaries of the Property and shown coloured yellow on the Plan (if any)</p> <p>12.1.3 "the Estate Roads" means all roads and footpaths now or later constructed within the Estate which are intended to become public highway</p> |

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| | <p>12.1.4 "the Estate Sewers" means the surface water and foul sewers now or later constructed within the Estate which are intended to become public sewers</p> <p>12.1.5 "Plan " shall mean the plan annexed hereto and so marked and any colouring edging or point marked or referred to thereon shall be for identification purposes</p> <p>12.1.6 "the Property" means the land shown edged red on Plan being part of the land in the above Title number(s)</p> <p>12.1.7 "the Public Company" includes local authorities whether acting generally or in exercise of some specific power or function and all water companies statutory corporations and authorities and all corporations or bodies exercising some statutory right or obligation including the Water Company</p> <p>12.1.8 "the Service Installations" shall mean all sewers drains watercourses and waterpipes (including stormwater drains) pipes cables wires and other conducting media for the passage of soil water rainwater gas electricity and telephone and other communication media connections now laid or to be laid in under or over the Estate</p> <p>12.1.9 "the Service Strip" shall mean the grassed margins that are provided in place of footways which contain Service Installations</p> <p>12.1.10 "the Shared Accessway" shall mean all or any part of the land shown coloured brown and green (if any) on the Plan</p> <p>12.1.11 "the Transferor" shall mean the Transferor and its successors in title and "the Transferee" shall mean the Transferee and his successors in title and the owners and occupiers for the time being of the Property</p> <p>12.1.12 "the Water Company" means Yorkshire Water whose registered address is Western House, Western Way, Bradford BD6 2SZ and their successors in title</p> <p>12.1.13 words importing the singular number only include the plural number and vice versa and words importing the masculine gender only include the feminine gender</p> <p>12.1.14 where there are two or more persons included in the expression "Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally</p> |
| <p>Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.</p> | <p>12.2 Rights granted for the benefit of the Property</p> <p>The right for the Transferee and their successors in title in common with the Transferor and its successors in title and all other persons who have or may have hereafter the like right:</p> |

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| | <p>12.2.2 At all times and for all purposes reasonably connected with the use of the Property as a private dwellinghouse of access to and egress from the Property on foot or with vehicles (as appropriate) over and along all roads and footpaths including the Shared Accessway subject to the Transferee paying the due proportion of the cost of maintaining the same in good repair and condition now constructed or to be constructed on the Estate</p> <p>12.2.3 At all times and for all purposes reasonably connected with the use of the Property as a private dwellinghouse of access to and egress from the Property on foot or with vehicles (as appropriate) over and along the Estate Roads constructed or to be constructed on the Estate which are intended to be adopted by the Local Highway Authority</p> <p>12.2.4 At all times and for all purposes reasonably connected with the use of the Property as a private dwellinghouse (subject to the Transferee and his successors in title paying a joint and equal part of the expense of maintaining the same in good repair and condition) to connect into and use the Service Installations in under or over the Estate</p> <p>12.2.5 At all times and for all purposes reasonably connected with the use of the Property as a private dwellinghouse of passage of water and sewage through the Estate Sewers</p> <p>12.2.6 At reasonable times in the daytime and (except in cases of emergency) on giving at least 48 hours' written notice to the occupiers of adjoining land in the Estate to enter on such adjoining land with workmen and all necessary apparatus for the purposes of maintaining repairing renewing cleansing redecorating or inspecting any house garage or other structure and/or the roofs walls fences eaves gutters and down rainwater spouts thereof which is now or which shall be erected on the Property and for the purposes of maintaining repairing renewing cleansing or inspecting any of the Service Installations and or Shared Accessway doing as little damage as possible in the exercise of such right and making good all damage which may be done in the exercise of such right at the Transferee's own expense without any delay</p> <p>12.2.7 To support from other parts of the Estate as such right may be required to ensure the stability of any house garage or other structure which is now or shall be erected on the Property</p> |
| <p>Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.</p> | <p>12.3 Rights reserved for the benefit of other land</p> <p>The right for the Transferor and their respective successors in title and all other person authorised by them in common with the owners and occupiers for the time being of the adjoining land in the Estate and each and every part thereof and all other persons having the like right :</p> |

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| | <p>12.3.2 At all times and for all purposes reasonably connected with the use of the Estate as private dwellings of access to and egress from the Estate on foot or with vehicles (as appropriate) over and along any Shared Accessway subject to the persons having such right paying the due proportion of the cost of maintaining the same in good repair and condition</p> <p>12.3.3 At all times and for all purposes reasonably connected with the use of the Estate as private dwellings of passage of water and sewage through the Estate Sewers</p> <p>12.3.4 At all times and for all purposes reasonably connected with the use of such adjoining land in the Estate as private dwellinghouses (subject to the Transferor and its successors in title paying a joint and equal part of the expense of maintaining the same in good repair and condition) to use the Service Installations in under or over the Property</p> <p>12.3.5 At reasonable times in the daytime and (except in cases of emergency) on giving at least 48 hours' written notice to the Transferee to enter on the Property with workmen and all necessary apparatus for the purposes of constructing maintaining repairing renewing cleansing redecorating or inspecting any house garage or other structure and/or the roofs walls fences eaves gutters and down rainwater spouts thereof which is now or which shall be erected on any adjoining land in the Estate and for the purposes of constructing maintaining repairing renewing cleansing or inspecting any of the Service Installations and/or Shared Accessway doing as little damage as possible in the exercise of such right and making good all damage which may be done in the exercise of such right at the Transferor's own expense without any delay</p> <p>12.3.6 To support from the Property as such right may be required to ensure the stability of any house garage or other structure which is now or shall be erected on the Estate</p> <p>12.3.7 To erect on or affix to the Property or any building erected thereon such sign or signs as the local highway or any other relevant authority shall require now or in the future with the right on giving reasonable prior notice to enter on to the exterior of Property to erect affix inspect repair or replace such sign or signs the person entering making good all damage to the Property thus occasioned</p> <p>12.3.8 At any time before all the dwellings on the Estate have been built and sold to erect maintain and remove any signs in connection with the advertising of or information about the Estate which the Transferor may reasonably require</p> <p>12.3.9 The right for the Transferor and/or Public Company and all other persons authorised by them to enter the Property:-</p> |
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| | <p>12.3.9.1 to alter and make connections to any existing Service Installations and Estate Sewers and to lay new Service Installations and Estate Sewers;</p> <p>12.3.9.2 to construct (including the right to erect temporary scaffolding) any adjoining building walls or fences;</p> <p>12.3.9.3 to key into any buildings comprised within the Property;</p> <p>12.3.9.4 to plant trees or shrubs or to carry out landscaping operations or to fulfil the requirements of the competent authorities or execute other works required by them under planning conditions or otherwise;</p> <p>12.3.9.5 to enforce compliance of the covenants in clause 12.8</p> <p>12.3.9.6 to comply with the proper requirements of any Public Company;</p> |
| <p>Include words of covenant.</p> | <p>12.4 Rights reserved for the benefit of the Water Company and the Dominant Tenement</p> <p>12.4.2 The right of having retaining using inspecting the condition of reconstructing replacing relaying altering maintaining cleansing repairing conducting and managing the Estate Sewers in through over or upon the Drainage Easement</p> <p>12.4.3 And having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Estate Sewers as existing from time to time through under over or upon the Drainage Easement and to discharge from the Estate Sewers into any canal pond lake or Watercourse (as defined in Section 219(1) of the Water Industry Act 1991) within or adjacent to the Drainage Easement in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge.</p> |

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| | <p>12.4.4 For the purposes hereof and in particular for the purposes specified in Clause 12.4.2 above (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at anytime and 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 re-pass along the Drainage Easement by a route within the same or by such (if any) other convenient route from a public highway as the Water Company 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 to the Property</p> <p>12.4.5 The right to erect on or near the Drainage Easement and maintaining any necessary markers indicating the Drainage Easement or the position of the Estate Sewers provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Property</p> <p>12.4.6 The right to make all necessary excavations and to tip soil on the Property immediately adjoining such excavations as shall be necessary or desirable in relation to the rights contained in this Clause 12.4</p> <p>12.4.7 The right to fence off or sever such part of the Drainage Easement from the Transferees adjoining or adjacent land for so long as may be necessary during the exercise of the above rights</p> <p>12.4.8 The right of support for the Estate Sewers from the Property including minerals of the Transferee</p> <p>12.4.9 The right to remove all or any trees and shrubs growing in the Drainage Easement and any walls hedges and fences on the Drainage Easement</p> <p>12.4.10 Subject to the Water Company making good in so far as is reasonably practicable and paying proper compensation for any damage not made good and to the Water Company indemnifying the Transferee against all rates taxes impositions and outgoings or an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the above rights</p> |
| <p>Include words of covenant.</p> | <p>12.5 Covenants for the benefit of the Water Company</p> <p>The Transferee to the intent that burden of this covenant may run with the Drainage Easement and so as to bind (as far as practicable) the Property and each and every part of it and to benefit and protect the Estate Sewers and the Dominant Tenement and each and every part thereof capable of being so benefitted or protected but not so as to render the Transferee personally liable after he shall have parted with all interest in the Property hereby covenants with the Water Company</p> |

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| | <p>12.5.2 Not to use or knowingly suffer to be used the Drainage Easement or any adjoining or adjacent land for any purpose that may:-</p> <p>12.5.2.1 endanger or damage the Estate Sewers or render access to them more difficult or expensive</p> <p>12.5.2.2 adversely affect the quality of water or other matters in the Estate Sewers or the free flow and passage of water soil or other matter or means of communication along the Estate Sewers</p> <p>12.5.3 Not to erect construct or place any building wall or other structure or erection or work of any kind whether permanent or temporary within the Drainage Easement provided that this covenant shall not prevent the erection of boundary fences which are of any easily removable character</p> <p>12.5.4 Not to withdraw support from the Estate Sewers or the Drainage Easement</p> <p>12.5.5 Not to undertake or cause or permit to be undertaken any pilling or percussive works within the Drainage Easement</p> <p>12.5.6 Not to alter the ground levels within the Drainage Easement</p> <p>12.5.7 Not to plant or cause or permit to be planted any trees or shrubs in the Drainage Easement</p> <p>12.5.8 Not to construct or lay or cause or permit the construction or laying of any Common Access or Service Installations across the Estate Sewers at an angle of not less than forty five degrees formed by the Estate Sewers and the Common Access or Service Installations provided that this covenant shall not apply to an existing Common Access or Service Installation</p> <p>12.5.9 To advise any tenant of the Property of the existence of the Estate Sewers and the Drainage Easement and of this deed and its contents</p> |
| | <p>12.6 Agreements and Declarations</p> <p>IT IS HEREBY AGREED AND DECLARED as follows:-</p> <p>12.6.2 the Transferee and his successors in title shall not by virtue of this Deed acquire or be entitled to any easement or right of light or air or otherwise which would prejudice the free use or enjoyment of the Estate for building or any other purpose and that any enjoyment of light or air had by the Transferee or his successors in title from and over the Estate shall be deemed to be had by the consent of the Transferor</p> <p>12.6.3 The rights specified in clause 12.2 are subject to the persons exercising the same:-</p> |

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| | <p>12.6.3.1 as to the rights of entry:-</p> <p>12.6.3.2 giving reasonable notice (except in an emergency);</p> <p>12.6.3.3 causing as little damage and inconvenience as possible;</p> <p>12.6.3.4 making good any damage caused to the reasonable satisfaction of the person affected;</p> <p>12.6.4 all matters and things intended to be used and enjoyed in common by the owners and occupiers for the time being of the Property and of any other adjoining land in the Estate including (but without prejudice to the generality of the foregoing) all house garage and boundary walls and fences which separate the Property from adjoining land in the Estate and all the eaves gutters down rainwater spouts the Shared Accessway and the Service Installations shall at all times continue to be so used and enjoyed and shall be repaired and maintained at the joint expense of the owners for the time being of the respective properties entitled to use the same</p> <p>12.6.5 the Transferor shall be at liberty to modify waive or release all or any covenants restrictions and stipulations imposed by the Transferor relating to the Estate whether imposed or entered into before at the same time as or after the date hereof and the Transferor hereby expressly reserves the right of making from time to time an alteration in the lay-out or general scheme of the Estate shown on any plan at any time prepared in regard thereto and in the number and area of the dwellings and/or garages and in the class of buildings and the conditions of sale and nothing herein contained shall be deemed to create a building scheme</p> <p>12.6.6 All walls fences or hedges separating the Property and the Estate (save for those joining Common Access or the Estate Roads or which are external garage walls or which are marked with an inward or outward "T" on the Plan) and any walls separating buildings on the Property from any other buildings on the Estate are party fences walls or hedges and shall be maintained repaired and renewed at the joint and equal expense of the respective party owners.</p> <p>12.6.7 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Transfer except in relation rights reserved to Public Companies.</p> <p>12.6.8 The Transferor shall not be bound in any way by the plotting or general scheme of Estate of any part of the Estate or adjacent land as may be shown on any plans or other documents.</p> |
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| | <p>12.6.9 The right to approve plans or give any consent which may be required under the restrictions contained in clause 12.8 shall be exercisable by the Transferor or a successor in title to the Transferor to whom the right is expressly assigned but such successor shall not include the buyer of only an individual property on the Estate.</p> <p>12.6.10 The Transferor shall be entitled to payment of a reasonable fee for dealing with any application for consent made to the Transferor pursuant to Clause 12.8.</p> |
| | <p>12.7 Personal covenants by the Transferee</p> <p>12.7.2 The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity but not further or otherwise covenants with the Transferor that the Transferee will at all times hereafter abide by observe and perform the covenants restrictions and other matters contained mentioned or referred to in the Property and Charges Registers of the title(s) above mentioned so far as they relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep indemnified the Transferor and its successors in title against all actions proceedings costs claims and demands in respect of the non-observance or non-performance of the said covenants restrictions and other matters.</p> <p>12.7.3 The Transferee covenants with the Transferor that the Transferee and his successors in title:-</p> <p>12.7.3.1 will replace any hedges trees or shrubs planted on the Property pursuant to a requirement of the Local Planning Authority and which die or are damaged within five years of such planting; and</p> <p>12.7.3.2 will not harm or permit to be harmed any existing trees or hedges on the Property and will maintain the same in accordance with the best horticultural practice.</p> <p>12.8. Transferor's Personal Covenant</p> <p>12.8.1 The Transferor covenants with the Transferee and his successors in title that the Transferor will when called upon by the relevant authority (insofar as the same has not already been done) to procure that such of the roads and footpaths and sewers on the Estate as are now or in the future to be included in any Agreement pursuant to Section 38 Highways Act 1980 or Section 104 Water Industries Act 1991 entered into by the Transferor and which serve the Property shall be made up and completed pursuant to such Agreements and to indemnify the Transferee against any expense arising therefrom and further covenant to construct and maintain the roads and sewers until adopted by the relevant authority</p> |

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| | <p>12.8.2 The Transferor covenants by way of indemnity only, to observe and perform the covenants and restrictions contained in the Section 106 Agreement dated 17th August 2023 made between East Riding of Yorkshire Council (1) Central Land Holdings Limited (2) Mary Huddleston (3) The Transferor (4) and HSBC UK Bank plc (5) in so far as it relates to the Property and in so far as they are subsisting and capable of taking effect and will keep the Transferee indemnified against all expenses, costs, claims, and damage arising from any failure to do so</p> |
| | <p>Restrictive Covenants by the Transferee</p> <p>The Transferee covenants with the Transferor so as to bind the Property and each and every part of it for the benefit of the land remaining in the Estate and each and every part thereof (subject to the right of the Transferor to withdraw vary release or abandon covenants restrictions stipulations and conditions) and as a separate covenant with every other person who is now the owner of any part of the estate that the Transferee will henceforth observe and perform the restrictions and stipulations set out below but not so as to render the Transferee personally liable in damages for any breach of a restrictive covenant after he shall have parted with all interest in the Property:</p> <p>12.7.4 Not to use the Property for any purpose other than that of a single private residence and so that no trade business or manufacture whatsoever shall be carried on, other than working from home (so long as this does not entail customers/clients visiting the property) and not to create any nuisance on or use the Property for any illegal or immoral purpose</p> <p>12.7.5 Not to allow the Property to be occupied used for any holiday lets including but limited to short-term rentals such as those facilitated by platforms such as Airbnb, Booking.com or similar platforms of arrangement or any other form of temporary accommodation</p> <p>12.7.6 Not do or permit or suffer to be done on the Property any act to the damage or annoyance of the other owners of the adjoining properties on the Estate and not to do anything in the Property which may be a nuisance to the Transferor or any neighbouring owner of the other properties on the Estate</p> <p>12.7.7 Not to allow such part of any Shared Accessway (if applicable) as is situated within the Property to fall into disrepair and keep the same clear and permit the occupiers of other Plots to use the same for the intended purpose</p> <p>12.7.8 Not permit any laundry or garments to be exhibited on the front of the Property nor to permit any refuse to collect around the Property and will keep the same in a clean and tidy condition and to keep all wheelie bins and other refuse collection receptacles to the rear of the property except on collection days</p> |

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| | <p>12.7.9 Not without the previous consent in writing of the Transferor:-</p> <p>12.7.9.1 erect or place any building fences hedges or posts on any open plan front garden nor</p> <p>12.7.9.2 make any material alteration to the landscape works thereto nor</p> <p>12.7.9.3 remove or alter any existing hedge without the consent of the local planning authority nor</p> <p>12.7.9.4 to alter the external plan or elevation of any buildings standing upon the Property or to erect any building save those erected on the date hereof</p> <p>12.7.10 Not to erect any fences upon the Property other than to replace any existing fence which may have become damaged or destroyed with a fence of substantially a similar height material and design</p> <p>12.7.11 Not without the previous consent in writing of the planning authority:-</p> <p>12.7.11.1 cut down or damage or allow or permit to be damaged or except in the course the course of good husbandry cut lop or trim any tree now growing or to be planted by the Transferor upon the Property or on any adjoining or neighbouring land comprised in the Estate</p> <p>12.7.11.2 erect any building or structure on the Property nor erect or make any extension or alteration to the Property</p> <p>12.7.12 Not to within ten years of the date of this transfer alter the dwellinghouse erected on the Property or extend the same or place any garage hut greenhouse solar panels or any similar thing thereon or alter the external appearance of the dwellinghouse and garage without first obtaining the written consent of the Transferor and without prejudice to the preceding requirements of this paragraph will not construct any garage except in facing bricks matching the external facing of the dwellinghouse within the curtilage of which such garage is being constructed</p> <p>12.7.13 Not do anything in the Property which will contravene any relevant conditions contained in any planning permission granted to the Transferor to enable the Transferor to develop the Estate including without limitation interfering with, damaging of, or removing any bat boxes, sparrow boxes or hedgehog houses</p> <p>12.7.14 Not to allow to fall into disrepair the fence wall hedge or other means of enclosure on any boundary of the Property marked with an inward "T" on the Plan (if any).</p> |
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| | <p>12.7.15 Not to park or store or permit to be parked or stored on the Property or any other part of the Estate thereof a caravan house on wheels boat heavy goods vehicle commercial vehicle (other than a light van not exceeding 1000kg GVWR) or a trailer of any kind unless they have the written consent of the Transferor which will be at their discretion</p> <p>12.7.16 Not to park on or obstruct the Shared Accessway (if applicable)</p> <p>12.7.17 Not to allow such part of any Shared Private Accessway (if applicable) as is situated within the Property to fall into disrepair and keep the same clear and permit the occupiers of other Plots to use the same for the intended purpose</p> <p>12.7.18 Not to within the 5 years of this Transfer change the colour of the external paintwork or window frames of the Property or change the colour of the fencing around the Property</p> <p>12.7.19 Not at any time prior to the date on which the Transferor has completed the sale of all its other plots on the Estate to erect fit affix attach lay install or connect (or cause suffer or permit the same) to any part of the exterior of any building boundary structure or plant at any time erected or grown on the Property any satellite dish antennae or similar apparatus or any floodlight or high wattage lighting or any wiring or cabling for any such installation except with the prior written consent of the Transferor</p> <p>12.7.20 Not at any time prior to the date on which the Transferor has completed the sale of all its other plots on the Estate to erect or construct or suffer or permit to be erected or constructed any building or structure (including but without prejudice to the generality of the foregoing a garage outhouse tool shed cycle shed garden house or greenhouse) screen wall and fence or gate or railings or to make any structural alterations or additions to the dwelling now constructed on part of the Property or to erect alter or remove any screen wall fence or gate or railings thereon without first obtaining</p> <p>12.7.20.1 (if required) permission from the appropriate Local or Planning Authority and</p> <p>12.7.20.2 the previous written consent of the Transferor to the plans sections elevations and specifications thereof</p> <p>12.7.20.3 and prior to such date only to erect or construct or suffer or permit to be erected or constructed such buildings structures alterations and additions walls fences or gate or railings in accordance with such plans sections elevations and specifications previously approved in writing by the Transferor and to complete the erection and construction of any such works to the reasonable satisfaction of the Transferor</p> |
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| | <p>12.7.21 Not to keep or permit the keeping of any poultry or livestock or pigeons (other than domestic animals not used for breeding purposes) on the Property or any other part thereof and not to keep any dogs within the meaning of the Dangerous Dogs Act 1991</p> <p>12.7.22 Not to affix display or paint or permit or suffer to be affixed displayed or painted to any part of the Property any placard poster sign or advertisement whatsoever except that after the Transferor has completed the sale of all its last dwelling on the Estate the Transferee may display a board advertising the sale or letting of the Property</p> <p>12.7.23 Not to interfere (otherwise than in accordance with the rights hereinbefore granted) with any Service Installations in under or over the Property and in case any damage is caused thereto at his own expense forthwith to repair the same</p> <p>12.7.24 Not to move or remove (whether in whole or in part) any boundary fence hedge wall gate railing or other such structure as may be erected on any boundary of the Property at the date hereof (and if the Transferee shall desire to erect any further boundary structure then the Transferee shall erect the same within such existing boundary fence or other structure)</p> <p>12.7.25 Not to permit any laundry or garments to be exhibited in the front garden of the Property nor to permit any refuse to collect around the Property and will keep the same in a clean and tidy condition and to keep wheelie bins to the rear of the Property except on collection days</p> <p>12.7.26 Not to erect or construct any building or structure over any part of the sewers or Drainage Easement (if any) to include manholes ventilating shafts pumps and other accessories thereto on the Estate or on or over any land within three metres measured horizontally from the centre line of any such sewers or Drainage Easement without the written consent of the statutory sewage undertaker or its successors in title nor so that access thereto on foot or with any necessary vehicles plant or equipment is obstructed</p> <p>12.7.27 Not to erect or plant or cause suffer or permit to be erected or planted on the Service Strip affecting the Property (if any) any structure or living thing other than grass and not to damage or interfere with any Service Installations (or the access thereto) in on or under the Service Strip and at all times to keep the service strip in good neat clean and (where applicable) well mown state of repair and condition</p> <p>12.7.28 Not to do or permit or suffer to be done upon the Property or the Estate any act or thing which:-</p> |
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| | <p>12.7.28.1 may impede the adoption or the vesting in the Public Company of the Estate Roads and/or Estate Sewers and/or Service Installations which is/are or shall be intended to be so adopted or vested; or</p> <p>12.7.28.2 may result in loss or damage to or interference with any Estate Road Estate Sewer and/or Service Installation which may be or become maintainable at public expense or which is used jointly with the Transferor and with the owners or occupiers of the Estate or any adjoining or neighbouring land</p> <p>12.7.28.3 and immediately upon receipt of a request in writing to do so to execute any easement deed or document required by a Public Company in respect of the provisions maintenance or adoption of the Estate Roads Estate Sewers and/or Service Installations</p> <p>12.8.26 Not allow any person(s) to reside in the Property unless that person(s):-</p> <ul style="list-style-type: none"> (a) has the permanent right to reside in the United Kingdom or (b) Holds a valid visa granted under United Kingdom immigration law which authorised lawful residence in the United Kingdom at all times during occupation |
| <p>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</p> | <p>13 EXECUTION</p> <p>EXECUTED as a DEED by BEAL DEVELOPMENTS LIMITED Acting by 2 Directors</p> <p>Director _____</p> <p>Director _____</p> |

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| | <p>EXECUTED AND DELIVERED WHEN DATED AS A DEED by [] as attorney for THIRTEEN HOUSING GROUP LIMITED under a power of attorney dated [.....] in the presence of:</p> <p>..... (SIGNATURE OF WITNESS)</p> <p>..... (NAME OF WITNESS)</p> <p>..... (ADDRESS OF WITNESS)</p> <p>..... (OCCUPATION OF WITNESS)</p> | <p>.....</p> <p>as attorney for THIRTEEN HOUSING GROUP LIMITED</p> |
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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.

SCHEDULE 2
Payment Schedule



SCHEDULE 3

Plan

SCHEDULE 4
Specification



SCHEDULE 5



SCHEDULE 6



SCHEDULE 7
Additional Agreed Extras



SCHEDULE 8



SCHEDULE 9



Executed as a deed by)
BEAL DEVELOPMENTS LIMITED acting by **[NAME OF**)
DIRECTOR])
In the presence of:)

Director

[Redacted]

[Redacted]

EXECUTED as a DEED by)

THIRTEEN HOUSING)

GROUP LIMITED)

Acting by two directors or a)

Director and its secretary)

[Redacted]

Director

[Redacted]











Scale: 1/500

Scale: 1/500

ACOUSTIC FENCE

LANE

Sub Station





Scale 1:500

ACOUSTIC FENCE

Scale 1:500

LAND

Sub Station

206

190

191

192

190

326

327

322

328

321

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311

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Scale 1:500
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ACOUSTIC FENCE

Scale 1:500

N

LAND

Sub Station

206

190

191

192

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Scale: 1:500

ACOUSTIC FENCE

Scale: 1:500

LANE

Sub Station





Scale: 1:300
N

ACOUSTIC FENCE

Scale: 1:300
N
LAND

Sub Station













Scale: 1:500
N

Scale: 1:500
N

ACOUSTIC FENCE

LANDSCAPED BUFFER

Sub Station



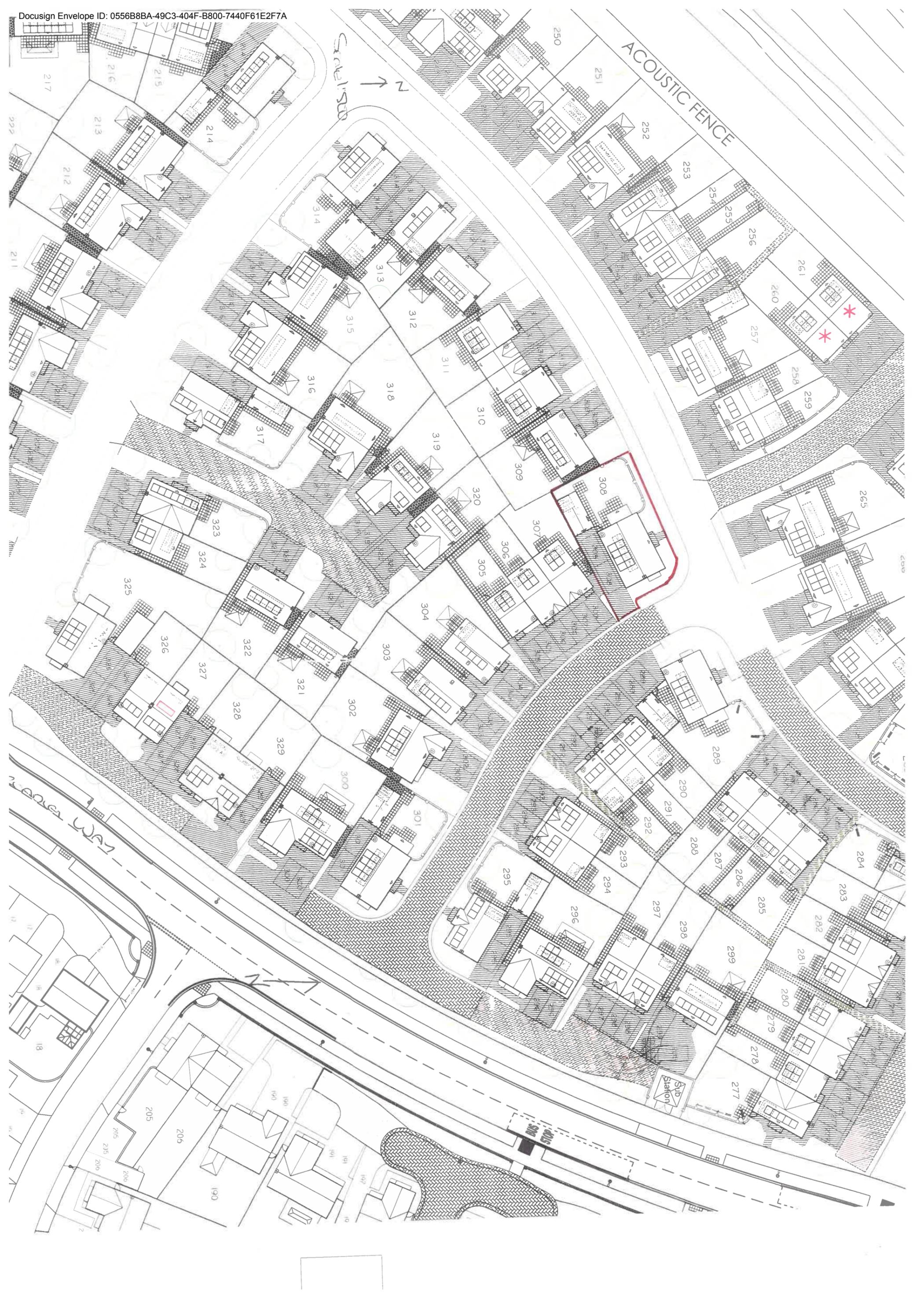
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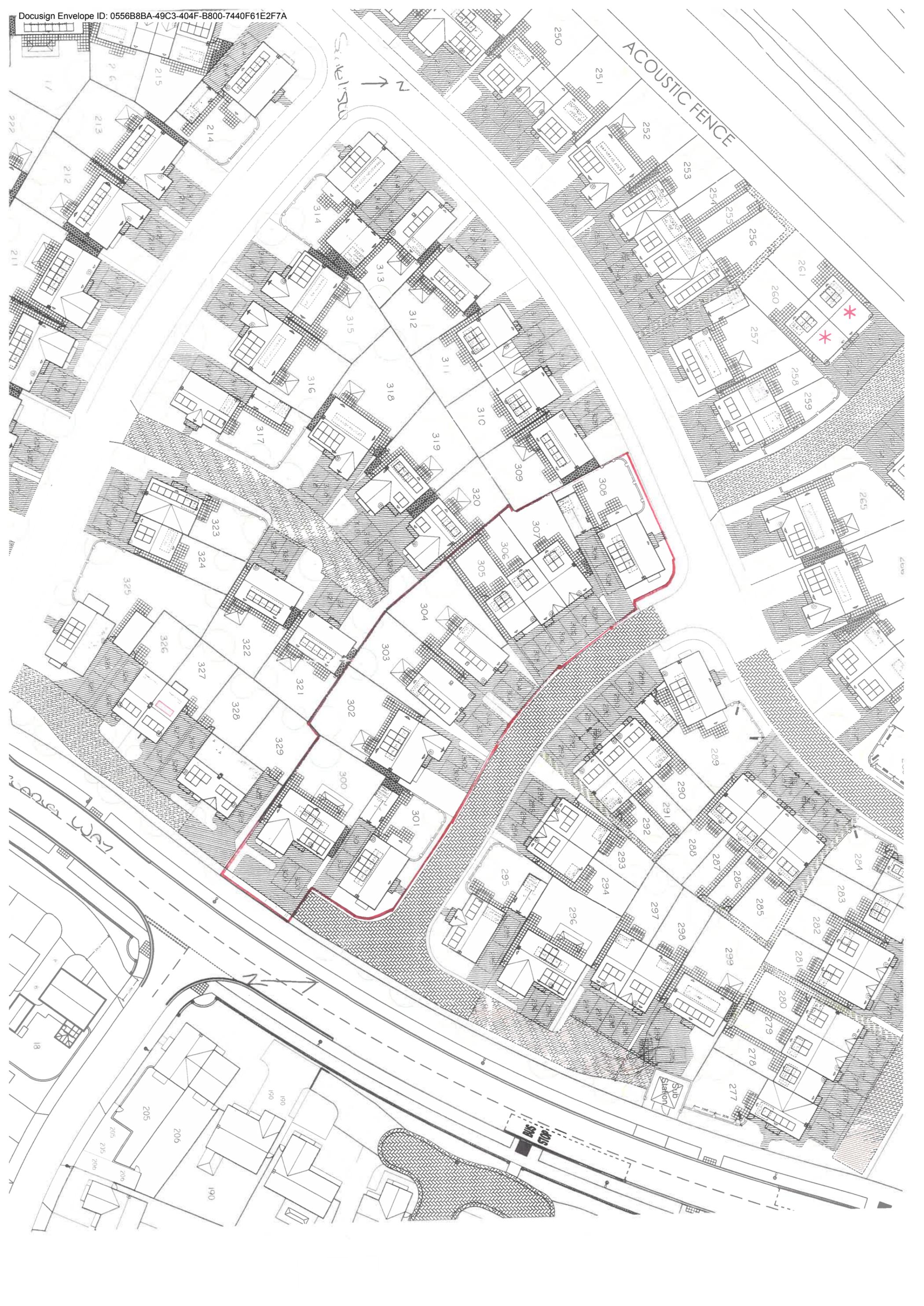
ACOUSTIC FENCE

ACQUIC WAY

Sub Station

1:405
1:388







Scale: 1:500
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ACOUSTIC FENCE

Scale: 1:500

N

LAND

Sub Station











Scale: 1:500

ACOUSTIC FENCE

Scale: 1:500

LANE

Sub Station









Scale 1:500
N

ACOUSTIC FENCE

Scale 1:500
N

LANE

Sub Station

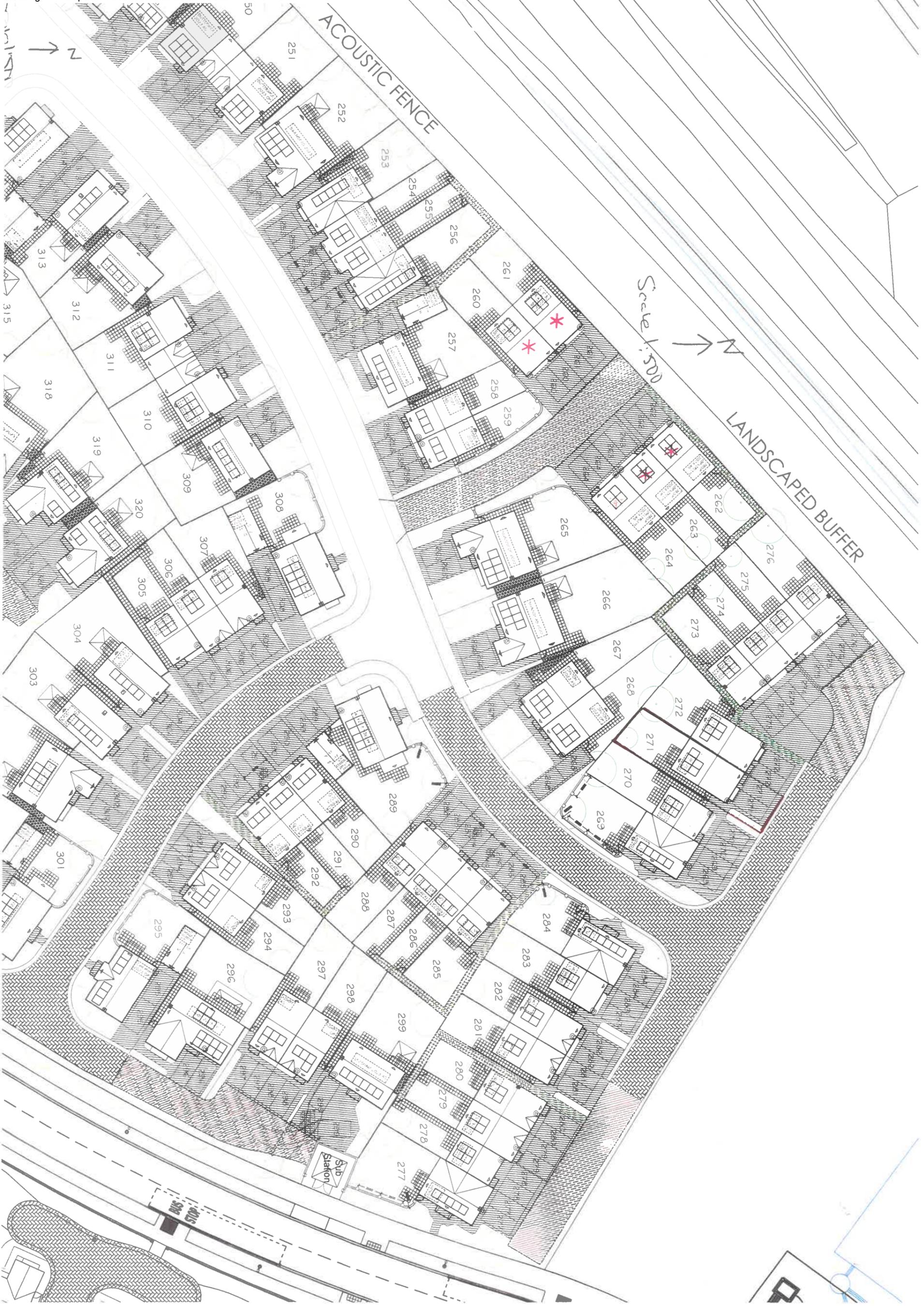












ACOUSTIC FENCE

Scale: 1:500

LANDSCAPED BUFFER

Sub Station

