**(continuation of Transfer)**

**11 Additional provisions**

**11.1 Definitions**

11.1.1. The following definitions apply to this Transfer

**Dwelling** means a single unit for residential purposes in line with the Planning Permission

**Key Worker**s means residents of The London Borough of Hackney Hackney

**LMPA** means the Law of Property ( Miscellaneous Provisions ) Act 1994

**Plan** means the plan attached to this Transfer

**Planning Permission** means ( details of planning permission obtained to build the dwelling ) to be included in this Transfer

**Pre-emption** period means for 5 years from the date of this Transfer

**Retained Land** means the Freehold property being the remainder of the land registered at HM Land Registry with title absolute under title number 168939 at the date of this Transfer

**Services means** electricity, gas , water , foul water and surface drainage, fuel , oil, heating , ventilation and air conditioning , telegraphic signals , electronic communications and all other similar services.

**Service Media** means sewers , drains , channels , pipes , watercourses , gutters, cables, wires and other conducting media and related chambers, tanks or other infrastructure and equipment used for he reception , generation , passage and storage of the Services

11.1.2 The panel and clause headings shall not affect the interpretation of this Transfer

11.1.3 Where any part comprises more than one person the obligations and liabilities of tha party under this Transfer shall be joint and several obligations and liabilities of those persons.

11.1.4 Unless the context otherwise requires , words in the singular shall include the plural and in the plural include the singular.

11.1.5 Unless the context otherwise requires , a reference to one gender shall include a reference to the other gender.

11.1.6 A reference to a “person” includes a natural person, corporate or unincorporated body ( whether or not having separate legal personality)

11.1.7 References to the “Transferee” include the Transferee and its successor in title to the Property and references to the “Transferor” are to the Transferor and its successors in title to the Retained land.

11.1.8 References to the “Property” include the whole of the each and every part of the Property and references to the Retained Land include the whole and each and every part of the Retained Land

**11.2 Pre-emption**

The Property is transferred by the Transferor to the Transferee subject to and with the benefit of the pre-emption provisions contained in Schedule 1 of this Transfer

**11.3 Put Up Option**

The Property is transferred by the Transferor to the Transferee subject to and with the benefit of the put up option contained in Schedule 2 of this Transfer.

**11.4 Rights Granted for the benefit of the Property**

The Property is transferred together with the following rights over the Retained Land for the benefit of the Property

11.4.1 Right to use Services and Service Media

11.4.2 The right in common with the Transferor to install and use new Service Media under the Property for the passage of Services

**11.5 Rights reserved for the benefit of the Retained Land**

These are reserved out of the Property for the benefit of the Retained Land following rights :

11.5.1 Right to use the Services and Services Media

11.5.2 The right in common with the Transferee to install and use new Service Media under the Property for the passage of Services to and from the Retained Land

11.5.3 Right to light and air

The right of uninterrupted and unimpeded access of light and air over the Property to any buildings from time to time on the Retained Land as exists at the date of this Transfer.

11.5.4 Right to develop the retained Land

The right to build new buildings on and to rebuild , extend , alter or carry out any other works to any buildings , from time to time on the Retained Land notwithstanding the restriction or interruption of the passage of light and air to any buildings from time to time on the Property.

**11.6 Restrictive and other covenants by the Transferee**

The Transferee and the successors in title of the Transferee hereby covenant with the Transferor that this covenant shall bind the Property into whosesover’s hands the same may come that the Transferee and the successors in title of the Transferee will observe and perform the following restrictions and will keep the Transferor indemnified against all proceedings costs claims and expenses arising from any failure to do so.

11.6.1 Not to use the Property other than a single private dwelling and not to carry out any trade or business at the Property except that which is ancillary to its use as a single private dwelling;

11.6.2 Not to do or permit to be done on the Property any act or bring or allow to remain on the Property or any part thereof maybe or grow to be a nuisance or annoyance to the occupiers of adjoining

11.6.6 Not to allow to pass or repass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other property.

11.6.7 Will not construct the Dwelling on the Property or rebuild , extend , alter or carry out any works to any buildings from time to time on the Property which restricts or interrupts the passage of light or air to any buildings from time to time on the Retained Land or adjoining land .

11.6.8 Will not make any disposition , transfer or lease unless in accordance with Schedule 1 of this Transfer .

11..6.9 The Transferee is to build and complete the Dwelling in line with Planning permission within 3 years of the date of this Transfer

**11.7 Disposal after the expiration of the Pre-emption Period**

Any disposal after the expiration of the Pre-emption Period shall only be to Key Workers

**11.8** **IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO**

**11.8.1THAT** the Transferor shall have power at all times

without obtaining any consent from or making any

compensation to the Transferee to deal as the Transferor

may think fit with any land or buildings adjoining opposite

or near to the Property and to erect or suffer to be erected

on any adjoining opposite or neighbouring land any

buildings whatsoever whether such buildings shall or shall

not affect or diminish the light or air which may now or at

any time hereafter be enjoyed by the Transferee or other

the owners tenants or occupiers of the property or any part

thereof.

11.8.2 **THAT** access of light or air now or hereafter enjoyed from or

over any part of the said adjoining or neighbouring land by

or in respect of the Property shall be deemed to be so

enjoyed by the licence or consent of the Transferor and not

as of right.

11.8.3 **THAT** there is expressly excepted from the Transfer any

right to the free passage of light or air through any window

or openings in any buildings now standing or hereafter to

be erected on any part of the Property.

11.8.4 **THE** Property shall not by virtue of this transfer have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties privileges easements right or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer’

11.8.5 **THIS** deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual) disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.8.6 **A** person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.