

H M LAND REGISTRY.
LAND REGISTRATION ACT 1925 TO 2002

County and District

or London Borough : LONDON BOROUGH OF EALING.

Title Numbers : NGL 516344 and *[insert title no for dominant land]*

Property : []

Date : []

1. In consideration of One Pound (£1.00) (the receipt of which is acknowledged) WE **HANGER HILL GARDEN ESTATE RESIDENTS LIMITED** (Company Registration Number 01757836) whose registered office address is 112 Princes Gardens, London W3 0LJ (“the Grantor”) as trustees of the land described in the first schedule (“the Servient Land”) grant to [] (“the Grantee”) the rights set out in the second schedule (“the Rights”) in respect of the land described in the third schedule (“the Dominant Land”) TO HOLD the Rights to the Grantee in fee simple.

2. The Grantee covenants to pay to the Grantor within 14 days of written demand:-

(i) One part in Three Hundred and Sixty-Two (1/362nd) or such other proportion as the Grantor shall in its discretion consider to be fair and reasonable of the costs and expenses incurred or to be incurred by the Grantor in attending to the upkeep, maintenance and renewal of the communal gardens shown coloured green on the plan annexed hereto.

(ii) In addition a fair proportion of the reasonable and proper costs and expenses incurred or to be incurred by the Grantor in attending to the upkeep, maintenance, rebuilding, repair and renewal of the gated service roads and communal refuse containers (where provided) shown coloured orange on the

annexed plan. Such proportion to be dependent on the location of the subject property such that:

- (a) houses with garages or gates providing access onto the gated service road marked Zone A will each contribute $1/81$ 'st of the cost of maintaining that service road;
- (b) houses with garages or gates providing access onto the gated service road marked Zone B will each contribute $1/16$ 'th of the cost of maintaining that service road;
- (c) houses with garages or gates providing access onto the gated service road marked Zone C will each contribute $1/26$ 'th of the cost of maintaining that service road;
- (d) houses with garages or gates providing access onto the gated service road marked Zone D will each contribute $1/30$ 'th of the cost of maintaining that service road;
- (e) houses with garages or gates providing access onto the gated service road marked Zone E will each contribute $1/28$ 'th of the cost of maintaining that service road;
- (f) houses with garages or gates providing access onto the gated service road marked Zone F will each contribute $1/32$ 'nd of the cost of maintaining that service road;
- (g) houses with garages or gates providing access onto the gated service road marked Zone G will each contribute $1/28$ 'th of the cost of maintaining that service road;

(h) houses with garages or gates providing access onto the gated service road marked Zone H will each contribute 1/37'th of the cost of maintaining that service road;

3. The Grantee covenants with the Grantor to intent and so as to bind the Dominant Land into whosoever hands it may come for the benefit of the Grantor's interest in the Servient Land that the Grantee and his successors in title shall at all times (subject to clause 5 of this Deed) after the date of this Deed observe and perform the following stipulations and restrictions in relation to the Dominant Land:

(i) Not to dispose of all or any part or parts of the Dominant Land (other than by way of a charge) without the disponent entering into a deed of covenant with the Grantor or their successors in title in the form shown in the Fourth Schedule.

4. The Grantee shall apply to HM Land Registry within 2 weeks of completing the purchase of the Dominant Land or within 2 weeks of the date of this Deed if the Dominant Land is already in their proprietorship, to register the rights granted in this Deed on the title of the Servient Land and the following restrictions on the title of the Dominant Land to give effect to the provisions of clause 3(i):-

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provision of clause 3(i) of the Deed of Easement dated [REDACTED] and made between Hanger Hill Garden Estate Residents Limited (1) and [REDACTED] (2) have been complied with”

and shall notify the Grantor when this has been done.

5. On completion of a disposition of the Dominant Land and the disponent entering into a deed of covenant with the Grantor, then the party making such disposition shall be

released from all covenants and obligations contained within this Deed.

Executed as a deed by **HANGER HILL GARDEN**

ESTATE RESIDENTS LIMITED acting by

Signature of Director (insert name): _____

Signature of Secretary / Director (insert name): _____

Executed as a deed by (insert name): _____

in the presence of:

W Signature: _____

I

T Name: _____

N

E Address: _____

S

S Occupation: _____

Executed as a deed by (insert name if more than one owner, or delete this section if not)

in the presence of:

W Signature: _____

I

T Name: _____

N

E Address: _____

S

S Occupation: _____

FIRST SCHEDULE.

“The Servient Land”.

The gated service roads coloured orange and the communal gardens coloured green on the plan attached which is land registered at HM Land Registry under Title Number NGL516344.

SECOND SCHEDULE.

“The Rights”.

The rights for the Grantee, his successors in title, the owners and occupiers for the time being of the Dominant Land and persons authorised by the Grantee or any of them at all times by day or night to pass and repass with or without motor vehicles to or from the Dominant Land over and along the Servient Land coloured orange for all purposes connected with the use and enjoyment of the Dominant Land, to purchase from the Grantor and his agents keys to the service road gate or gates providing access to the Dominant Land, to purchase from the Grantor and his agents a temporary licence to place a skip on the gated service roads, to place local authority approved refuse containers on the gated service road not more than 24 hours before or after the day of collection, to use any communal refuse containers where provided by the Grantor and to use and enjoy the communal gardens coloured green for all proper purposes.

THIRD SCHEDULE.

“The Dominant Land”.

ALL THAT freehold property situate at and known as [REDACTED] as the same is registered at H M Land Registry under title number [REDACTED] with Title Absolute.

FOURTH SCHEDULE.

“Deed of Covenant”.

We [*disponee*] of [ADDRESS] hereby [*jointly and severally*] covenant with the registered proprietors for the time being of title number NGL516344 that I/ we will at all times

comply with the provisions of the deed dated [REDACTED] (“Deed of Easement”) (subject to clause 5 of the Deed of Easement) made between Hanger Hill Garden Estate Residents Limited (1) (“the Original Grantors”) and [REDACTED] (2) (“the Original Grantees”) relating to [REDACTED] (“the Property”) which Property is transferred to me/ us by a transfer bearing even date and executed contemporaneously herewith and I/ we hereby [jointly and severally] covenant to:

- (i) observe and perform the provisions of the Deed of Easement to the same extent as if I/ we was/ were the Original Grantee in the Original Deed; and
- (ii) pay all arrears due and/or owing pursuant to the Deed of Easement whether quantified or not and whether relating to a period prior to the execution of this Deed or otherwise.