

The mandatory wording (*other than the words in italics*) provided by the Developers solicitor to the Purchasers solicitor for use in the Conveyance

THIS CONVEYANCE is made the *31st day of February NINETEEN HUNDRED AND SEVENTY FOUR* BETWEEN ROMFORD FINANCE AND DEVELOPMENT COMPANY LIMITED whose registered Office is situate at 43 Villiers Street in the City of London (herein after called "the Vendor") of the one part and *JOHN TYPICAL BUYER and JANE TYPICAL BUYER his wife both of Some Place Somewhere Else* (herein after called the "the Purchaser") of the other part

WHEREAS the Vendor is seised of the property herein after described in fee simple in possession free from incumbrances and has agreed to sell the same to the purchasers at the price of *SIXTEEN THOUSAND THREE HUNDRED AND TWENTY POUNDS (£16320)*

NOW THIS DEED WITNESSETH as follows :-

In pursuance of the said agreement and in consideration of the sum of *SIXTEEN THOUSAND THREE HUNDRED AND TWENTY POUNDS* now paid by the Purchasers to the Vendor (the receipt thereof the Vendor hereby acknowledges) the Vendor as beneficial Owner HEREBY CONVEYS unto the Purchaser All that piece or parcel of land situate and known as Plot Number *922* on the Vendor's East Broyle Estate at Chichester in the County of West Sussex having a frontage to the East side of a new road there known as *Saint Davids Close* and with the boundaries and abutments thereof delineated on the plan annexed hereto and thereon edged red TOGETHER with the detached messuage or dwellinghouse erected thereon or on some part thereof and known as *Number 482 Saint Davids Close Chichester West Sussex* TOGETHER ALSO with (a) the right in common with all other persons entitled to the like right at all times and for all purposes with or without motor or other vehicles over and along the said road known as *Saint Davids Close* and all other roads constructed on the Vendor's said East Broyle Estate until the same shall be adopted by the Local Authority and (b) the right in common with all others now or hereafter entitled to the like right of drainage and running of water and soil from the property hereby conveyed in and through the common soil and surface water drains lying and being in and under the adjoining or neighbouring properties and by means of which drainage communication is designed to be had with the main sewer of the Local Authority EXCEPT NEVERTHELESS AND RESERVING unto the Vendor and its successors in title and assigns (a) the right of drainage and running of water and soil from the said adjoining and neighbouring land of the Vendor and any buildings to be erected thereon into and through so much of the said common soil and surface water drains as are in or under the property hereby conveyed (b) the right at any reasonable time upon due notice within two years from the date hereof to enter the above land hereby conveyed for the purpose of planting and cultivating trees or shrubs as may be required by

the Local Planning Authority to be planted thereon (c) the right to enter the land hereby conveyed and to place foundations for the garage to be constructed in respect of the plots immediately adjoining the boundaries of the land hereby conveyed at a suitable depth and also the right of access at all reasonable times for the purpose of constructing such foundations and thereafter for the maintenance and repair thereof subject to the Vendor or the owner or owners for the time being of such adjoining land making good any damage caused by such right of entry and the carrying out of such works (d) the right for the Vendor and the Southern Electricity Board and the owner or owners for the time being of the estate or any part thereof to lay, use and thereafter from time to time re-pair, inspect, maintain, supplement and remove lines or cables for the transmission and distribution of electricity and the necessary duct, pipes and other apparatus appurtenant there-to beneath the land hereby conveyed and for such purpose to enter on the land hereby conveyed and excavate the surface thereto and to remove and dispose of any surplus earth provided that in exercise of such rights Southern Electricity Board shall do as little damage as possible and make good and reinstate the surface thereto so far as is practicable to its former state and condition TO HOLD the same unto the Purchasers in fee simple subject to the several conditions restrictions and stipulations set forth in the Schedule hereto

2. THE Purchasers for themselves and their successors in title and assigns HEREBY (JOINTLY AND SEVERALLY) COVENANTS with the Vendor and its successor in title and assigns for the benefit and protection of the remainder of the Vendor's East Broyle Estate and to the intent and so as to bind the land hereby conveyed into whosoever hands the same shall come to observe and perform the said conditions restrictions and stipulations AND IT IS HEREBY AGREED AND DECLARED that the purchasers shall not be liable in respect of any breach of the said conditions restrictions and stipulations which are of a negative character committed after they have parted with all interest in the said land or in that part which any breach shall occur

3. THE Purchasers HEREBY DECLARE as follows :-

(a) The Purchasers shall hold the said property upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale upon trust for themselves as joint tenants

(b) Until the expiration of 21 years from the death of the survivor of the Purchasers the trustees for the time being; of the Deed shall have power to sell mortgage charge lease or otherwise dispose of all or any part of the said property with all the power in that behalf of an absolute owner

4. THE Vendor hereby acknowledges the right of the Purchasers to production and, delivery of copies of a Conveyance dated the 2nd of March 1960 and made between Lloyds Bank Limited of the one part and the Vendor of the other part possession of which is retained by the Vendor and hereby undertakes for the safe custody of the same

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds *TWENTY THOUSAND POUNDS*

IN WITNESS whereof the Vendor has caused its Common Seal to be hereunto affixed and the Purchasers have set their hands and seals the day and year first written

THE SCHEDULE above referred to

1. At all times hereafter to maintain good and sufficient boundary walls fences of a type or design to be approved by the vendor on the sides of the land hereby conveyed which are marked "T" within the boundary of the plan
2. Not to erect any wall fence or other structure in the front areas of the said property that is to say on that part of the land which is in front of the building line nor plant any hedge or shrubs there on so as to form or make a boundary between the property hereby conveyed and the adjoining property on either side or at the back of the footpath but to keep and maintain the same as a grassed area in a clean and tidy state and to preserve the open character of the estate
3. At all times hereafter to contribute rateably with the owners of the adjoining properties towards the cost of maintaining and repairing the common soil and surface water drains through which rights of drainage are Granted to the Purchasers
4. Not to use or permit to be used the front area of the property that is to say the land in front of the building line for storage purposes nor for parking of cycles motor-cycles motor cars or motor vehicles of any description nor allow to stand thereon any caravan or boat
5. Not to use the said land or any building erected thereon for any trade profession business or manufacture nor for any purpose other than that of a private dwellinghouse with or without a motor garage for use only in connection with the occupation of such dwellinghouse
6. Not to make any alterations or additions to the premises nor erect any new buildings or structure on any part thereof nor allow, any road or way across any part thereof except in accordance with plans and specifications to be first submitted to and approved by Messrs. Hillary Chaplin & Co. of 135 South Street Romford in the County of Essex the Vendor's Surveyors whose fees for such approval shall be paid by the Purchasers
7. Not to keep or permit to be kept at or upon the premises any pigs pigeons rabbits or poultry
8. Not to cut maim or destroy otherwise then in the course of good husbandry any trees shrub or other plantings which way be planted in the land hereby conveyed without the consent in writing of the Vendor and the Local Planning Authority first obtained