

**EXAMPLE COVENANT
BIRDS HILL OXSHOTT ESTATE COMPANY LIMITED**

These covenants were scanned from a copy of a conveyance prepared by Bowles & Co. Names and individual property details have been withheld.

This conveyance was in respect of a property previously held as leasehold, and in that respect they will vary slightly from freehold property conveyances. However it is understood that in most respects this document will be similar to covenants appearing on all BHOEC property deeds

CONVEYANCE made 16th December 20xx

BETWEEN:

- (1) **THE CROWN ESTATE COMMISSIONERS** on behalf of The Queen's Most Excellent Majesty acting in exercise of the powers of the Crown Estate Act 1961 ("the Commissioners")
- (2) **BIRDS HILL OXSHOTT ESTATE COMPANY LIMITED** (Company No1485903) whose registered office is at 18 Church Street, Epsom, Surrey KT17 4QD ("the Company")
- (3) Xxxxxxx Yyyyyyy Name and Yyyyyyy Zzzzzzz Name both of 'Number' and 'Road', Oxshott Surrey KT22 OXX ("the Purchaser")

WHEREAS:

- (1) The property hereinafter described and hereby assured forms part of the Crown Estate subject to the Lease mentioned in the First Schedule hereto ("the Lease")
- (2) The Company is registered at H.M. Land Registry as Proprietor with Absolute Title under Title Number SY 495930 of the FREEHOLD property comprising the private roads situate at Oxshott, Surrey
- (3) The Purchaser is the Registered Proprietor of the LEASEHOLD interest in the property mentioned in the First Schedule hereto and registered at H.M. Land Registry under Title Number XX 123456
- (4) The Commissioners have agreed with the Purchaser for the sale to him of the reversionary interest expectant upon the determination of the Lease at a price of **FIGURE IN WORDS POUNDS (£XXX)** subject as hereinafter mentioned but otherwise free from encumbrances
- (5) In consideration of the rentcharge hereinafter reserved and of the covenants on the part of the Purchaser hereinafter contained the Company has agreed to join in this

Conveyance for the purpose of granting the rights hereinafter more particularly specified

NOW THIS DEED WITNESSETH as follows:-

- 1 In this Conveyance unless the context otherwise requires:-
 - 1.1 "**the Purchaser**" shall whether the Purchaser be one person or more than one person include his her or their respective successors in title and where the Purchaser is more than one person all the covenants on the part of the Purchaser herein contained shall be deemed to be both joint and several
 - 1.2 "**the Property**" means the Property more particularly described in the First Schedule hereto
 - 1.3 "**the Roads**" means the land comprised in the said Title Number SY 495930
 - 1.4 "**the Contributing Roads**" means that part of the Roads coloured brown on the Plan annexed hereto
 - 1.5 "**the Estate**" means all those properties having a frontage to the Roads
 - 1.6 "**the Protected Land**" means the Crown Estate land known as the OXSHOTT ESTATE and every part thereof other than the Property
 - 1.7 "**the Specified Period**" means a period of EIGHTY YEARS from 18 November 1980
 - 1.8 "**the Service Media**" means pipes drains soakaways wires sewers and cables used for the passage of water sewage soil gas telephone services and electricity
- 2 In consideration of the sum of FIGURE IN WORDS POUNDS (£XXX) now paid by the Purchaser to the Commissioners (the receipt whereof the Commissioners hereby acknowledge) and of the covenants by the Purchaser hereinafter contained the Commissioners HEREBY CONVEY with no title guarantee to the Purchaser ALL THAT the Property TOGETHER WITH the easements rights and privileges (if any) mentioned in the Second Schedule hereto BUT SUBJECT to the exceptions and reservations mentioned in the Third Schedule hereto
- 3 In consideration of the grant of a rentcharge and of the covenants on the part of the Purchaser hereinafter contained the Company HEREBY GRANTS to the Purchaser and his successors in title the owner for the time being of the Property:-
 - 3.1 the full and free right of way with or without vehicles for the Purchaser and all persons authorised by him in common with all others entitled to a like right over the Roads to the public highways until the same shall be taken over and adopted by the local or other authority SUBJECT nevertheless to the right of the Company or other the owner for the time being of the Roads at its discretion from time to time to close one or more of the Roads by means of gates or barriers so as to reduce the use thereof by through traffic

and to assist in the preservation of the privacy of the Estate BUT so that the Company may not so close all the Roads at the same time

- 3.2 the full and free right to the passage and running of water sewage soil gas telephone services and electricity to and from the Property through the Service Media now hereafter or during the Specified Period laid on or over or under the Roads
- 4.1 In consideration of the GRANT by the Company hereinbefore contained the Purchaser as Beneficial Owner with Full Title Guarantee HEREBY GRANTS unto the Company a perpetual variable yearly rentcharge issuing and to be paid out of the Property amounting to such sum as the Company shall each year determine in accordance with paragraph 4 of the Fifth Schedule hereto as being the appropriate proportion of the cost of maintaining the Contributing Roads and such of the Service Media thereunder thereon and thereover as belong to the Company such sum to be paid upon the days and in manner hereinafter provided TO HOLD the said rentcharge unto the Company in fee simple
- 4.2 In further consideration of such GRANT by the Purchaser and of the covenants on the part of the Purchaser hereinafter contained the Company HEREBY COVENANTS with the Purchaser to observe and perform the covenants set out in the Fifth Schedule hereto
- 5 In further consideration of such GRANT by the Company hereinbefore contained the Purchaser HEREBY COVENANTS with the Company to observe and perform the covenants contained in the Fourth Schedule hereto
- 6 In consideration of the CONVEYANCE by the Commissioners hereinbefore contained the Purchaser HEREBY COVENANTS with Her Majesty and Her Successors and as a separate covenant with the Commissioners so as to benefit the Protected Land and to bind the Property and every part thereof into whosoever hands the same may come but not so as to render the Purchaser personally liable in damages for any breach of a restrictive covenant after the Purchaser shall have parted with all interest in the land hereby conveyed to observe and perform the covenants contained in the Sixth Schedule hereto
- 7 The Purchaser HEREBY DECLARES that the term granted by the Lease shall forthwith merge and be extinguished in the fee simple of the Property
- 8 IT IS HEREBY AGREED AND DECLARED as follows:-
 - 8.1 The Purchaser shall not by virtue of this Conveyance acquire in respect of the Property any right of light of air or any other easement liberty or privilege over or in respect of the Protected land
 - 8.2 Her Majesty and the Commissioners and her and their grantees lessees and tenants and their respective successors in title shall be at liberty to erect such buildings or erections on any part of the Protected Land or to alter or add to or use the same or any existing buildings or erections on such land in such manner as She or they think fit

notwithstanding that the access and use of light or air now or at any time hereafter enjoyed by the Purchaser may be obstructed diminished or destroyed and that such access and use of light and air as aforesaid shall be thenceforth enjoyed by the Purchaser subject to the provisions hereof and not otherwise

- 8.3 Any covenants or restrictions the benefit of which has been previously annexed to the Property or any part thereof may at any time from time to time be released waived dispensed with or modified in whole or in part by the Commissioners in writing under their hands (whether or not any of the Property to which the benefit of such covenants or restrictions is annexed shall still form part of the Crown Estate) and without the consent of or reference to the Purchaser or any other person
- 9 The Purchaser DECLARES that the survivor of them can give a valid receipt for capital money arising on a disposition of the Property
- 10 IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £250,000.00

IN WITNESS whereof this Deed has been executed on the first date above written

THE FIRST SCHEDULE

The Property

ALL THAT FREEHOLD property known as **House no & road, Oxshott Surrey KT22 OXX** as the same is for identification purposes only coloured pink and red on the Plan annexed hereto being the WHOLE of the premises comprised in a Lease dated 8 February 1956 and made between (1) The Queen's Most Excellent Majesty (2) the Commissioners of Crown Lands (or their predecessors) and (3) Name AND TOGETHER WITH the drainage rights contained or referred to in Deeds dated 12 July 1973 and shown by a red line on the Plan

THE SECOND SCHEDULE

Easements rights and privileges included in the Conveyance

- 1 A right in common with Her Majesty and Her Successors the owners and occupiers of all other properties situated on the Estate and the Protected Land to the passage and running of water sewage soil gas telephone services and electricity to and from the Property through the Service Media now or hereafter during the Specified Period laid in or over or under the Protected Land
- 2 All rights of support and other easements and all quasi easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Property

- 3 Such rights of access to and entry upon the adjoining properties now or formerly forming part of the Protected Land for the purpose of maintaining repairing and renewing the Service Media subject to the Purchaser causing as little disturbance as possible and making good any damage caused thereby

THE THIRD SCHEDULE

Exceptions and Reservations in favour of Her Majesty and Her Successors

- 1 All rights of support and other easements and all quasi easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Protected Land and the Estate over the Property
- 2 Full right and liberty for Her Majesty and Her Successors and the owners of the other properties on the Protected Land to the passage and running of water sewage soil gas telephone services and electricity through the Service Media now or hereafter during the Specified Period laid in or over or under the Property serving any other part of the Protected Land and the Estate
- 3 Such rights of access to and entry upon the Property by Her Majesty and the owners of such other properties as are necessary for the proper performance of their obligations hereunder or under any covenants relating to such other properties and similar to those on the part of the Purchaser herein contained

THE FOURTH SCHEDULE

Purchaser's Covenants with the Company

- 1 Immediately upon the completion hereof to apply for membership of the Company and to pay all subscriptions and other charges imposed by the Company and to comply with the Bye-laws thereof
- 2 To pay the said rentcharge to the Company within twenty-eight days of receipt of a notice from the Company under paragraph 4 of the Fifth Schedule hereto
- 3 To pay to the Company all costs charges and expenses (including legal costs and surveyors' fees) incurred by the Company in connection with the recovery of arrears of the said yearly rentcharge notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court
- 4 Not to exercise the rights granted in clause 3 hereof so as to cause a nuisance or annoyance or damage or inconvenience to the Company
- 5 Not to obstruct the Roads

- 6 To comply with and observe any reasonable regulations which the Company may (consistently with the provisions of its grant hereinbefore contained) make to govern the use of the Roads and the Service Media thereunder which regulations may be restrictive of acts done on the Roads which are detrimental to its character or amenities and which regulations are intended to maintain the privacy of the Estate as hereinbefore mentioned
- 7 Within one month of the date of every Transfer of the Property or Lease or Underlease thereof for a term exceeding 21 years Grant of Probate or Letters of Administration Assent or Order of Court or other event or document relating to the Freehold or such Lease to give notice thereof in writing to the Company TOGETHER WITH the usual fee from time to time payable for registering such notice
- 8 To pay to the Company on account of such yearly rentcharge such sum as the Company may reasonably require within 14 days of the same being demanded
- 9 To procure that every person to whom he shall hereafter convey transfer or assent the Property or any part thereof:-
 - 9.1 will enter into a Deed of Covenant with the Company in the form of the draft set out in the Seventh Schedule hereto; and
 - 9.2 will immediately upon the completion thereof apply for membership of the Company

THE FIFTH SCHEDULE

Covenants by the Company with the Purchaser

- 1 To observe and perform the covenants on the part of the Company contained in a Transfer of the Roads dated 18 November 1980 made between (1) Her Majesty (2) the Commissioners and (3) the Company and referred to in the Charges Register in respect of the Title Number XX 123456
- 2 To pay all costs and expenses incurred in the course of complying with any requirement or condition of the local or other authority relating to the Roads or the Service Media thereover thereon or thereunder
- 3 To keep proper books of account of all costs charges and expenses incurred by it in carrying out its obligations under this Schedule and an account shall be taken on 30 June 1981 and on 30 June in every subsequent year (or such other days as the Company may by resolution determine) of the amount of the said costs charges and expenses since the date to which the last preceding account was taken such costs charges and

expenses to include the Company's Managing Agents' fees and expenses and any professional or other fees or expenses incurred in the formation of the Company and by the Company in carrying out its duties hereunder

- 4 The account taken in pursuance of the last preceding paragraph shall be prepared by a Chartered Accountant (appointed by the Company) who shall certify the total amount of the said costs charges and expenses (including his fee) for the period to which the account relates and the fair and reasonable proportion thereof due from the Purchaser to the Company by the way of annual rentcharge in accordance with clause 4 hereof (account being taken of any payments made during such period by the Purchaser) and after such account shall have been approved by the Company it shall serve a copy of such account and a notice in writing on the Purchaser specifying such amount so payable by the Purchaser to the Company

THE SIXTH SCHEDULE

Covenants by the Purchaser with Her Majesty and Her Successors and with the Commissioners

- 1 Not to do or suffer to be done upon the Property any act matter or thing which shall or may be or become a public or private nuisance or an annoyance grievance or inconvenience to Her Majesty or to Her Successors or to the lessees tenants or occupiers for the time being of the Protected Land or which may lessen the value of the Protected Land
- 2 Not at any time to use the Property and any building thereon otherwise than as a single private dwellinghouse in one occupation only PROVIDED THAT- this covenant shall not prevent the occupation of part of the said dwellinghouse by members of the family of or domestic staff employed by the Purchaser
- 3 At all times hereafter to pay a fair and reasonable proportion of the cost of making repairing and cleansing all party walls fences sewers drains and gutters belonging or which shall belong to the Property in common with the owners or occupiers of any adjoining adjacent or neighbouring property
4. Not in any way to foul or interfere with the RYTHE STREAM crossing the property but at all times to keep the same free from weeds and undergrowth and to take all steps necessary to encourage its free flow to any other lands *[This para only appears on title deeds to property crossed by the stream]*

THE SEVENTH SCHEDULE

The Deed of Covenant

DEED OF COVENANT made

BETWEEN:

- (1) [] of [] (the Covenantor")
- (2) BIRDS HILL OXSHOTT ESTATE COMPANY LIMITED (Company No 1485903) whose registered office is at 18 Church Street, Epsom, Surrey KT17 4QD ("the Company")

WHEREAS:

- (1) The Covenantor is entitled as the immediate successor in title to [] to be registered as proprietor with Absolute Title in respect of the property known as [] Oxshott, Surrey KT22 [] the Title of which is registered under Title Number [] at H.M. Land Registry under the provisions of the Land Registration Acts 1925 to 1986
- (2) By a Conveyance dated [] and made between (1) The Crown Estate Commissioners (2) the Company and (3) [] ("the Purchaser") IT WAS AGREED that upon every occasion when the land thereby conveyed or any part thereof (being property comprised within the Title aforesaid) went out of the ownership or possession of the Purchaser or his successors in title the immediate sequel in title should execute a Deed of Covenant with the Company so framed as to impose upon such sequel in title the same obligations as were imposed by the said Conveyance upon the Purchaser EXCEPT as hereinafter mentioned

NOW THIS DEED WITNESSETH that in pursuance of the said recited Conveyance and in consideration of the premises the Covenantor HEREBY COVENANTS with the Company:-

- 1 That he will forthwith apply for membership of the Company and pay all subscriptions and other charges imposed by the Company and comply with the Bye-laws thereof
- 2 That he will observe and perform the covenants on the part of the Purchaser contained in clause 5 and in the Fourth Schedule to the said Conveyance
- 3 That he will procure that every person to whom he shall hereafter convey transfer or assent the said property or any part thereof:-
 - 3.1 will enter into a Deed of Covenant in similar form; and
 - 3.2 will immediately upon the completion thereof apply for membership of the Company

THE OFFICIAL SEAL of

THE CROWN ESTATE COMMISSIONERS

hereunto affixed was authenticated by:-

EXECUTED as a Deed by

BIRDS HILL OXSHOTT ESTATE COMPANY LIMITED acting by:-

Director

Director

SIGNED as a deed and delivered by

Xxxxxxx Yyyyyyy in the presence of:-

Witness Signature:

Full Name:

Address:

Occupation:

SIGNED as a deed and delivered by

Yyyyyyy Zzzzzzz in the presence of:-

Witness Signature:

Full Name:

Address:

Occupation