

These are the notes referred to on the following official copy

Title Number BL26069

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H.M. LAND REGISTRY

COUNTY : AVON
DISTRICT : BRISTOL
TITLE No. : BL 26069
PROPERTY : 1 Greenmore Road Knowle Bristol

THIS TRANSFER made the Eleventh day of April One thousand nine hundred and eighty two BETWEEN THE CITY COUNCIL OF BRISTOL (hereinafter called "the Council") of the one part and [REDACTED]

¹ Insert name and address of Purchaser(s)

Photo
Copy



² Insert amount of discount

³ Insert purchase price

⁴ Insert 'and garage' if appropriate

⁵ Insert address

⁶ Add any references required to second Plan or L. R. title

(hereinafter called "the Purchaser") of the other part WITNESSETH as follows:

1. In this deed unless the context otherwise requires:

- (i) words importing the singular number include the plural number and vice versa
- (ii) words importing the masculine gender include the feminine gender and vice versa
- (iii) where there are two or more persons included in the expression "the Purchaser" covenants agreements or declarations expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally
- (iv) "the Act" means the Housing Act 1980
- (v) "discount" means the sum of² SIX THOUSAND FOUR HUNDRED AND THIRTY-FIVE POUNDS (£ 6,435.00)

2. The marginal notes hereto shall not in any manner affect the construction meaning or effect of anything herein contained or govern the rights and liabilities of the parties hereto

3. In consideration of the sum of³ TEN THOUSAND AND SIXTY-FIVE POUNDS (£ 10,065.00

) paid or secured by the Purchaser to the Council (as the Council hereby acknowledges) the Council as Beneficial Owner and pursuant to Chapter 1 of Part 1 of the Act hereby transfers to the Purchaser ALL THAT plot of land with the dwellinghouse⁴ erected thereon and known as⁵ 1 Greenmore Road Knowle in the City of Bristol in the County of Avon (hereinafter called "the property") which said plot is shown edged red on the site plan annexed hereto⁶ being the land comprised in the title above mentioned

TOGETHER WITH (in addition to any rights which are automatically granted under or by virtue of the Act) the easements rights and privileges (if any) mentioned or referred to in the First Schedule hereto but EXCEPT AND RESERVED as more particularly specified in the Second Schedule hereto TO HOLD the same unto the Purchaser in fee simple⁷

⁷Insert any wording required to cover joint tenancy etc.

SUBJECT to all such easements and rights as the same is automatically made subject to under or by virtue of the Act AND SUBJECT ALSO to any tenants incumbrances (as defined in Schedule 2 of the Act) which may affect the same⁸

⁸Add any wording required in respect of existing incumbrances affecting property

4. For the benefit of any neighbouring property of the Council and each and every part thereof the Purchaser (with intent to bind all persons in whom the property shall for the time being be vested but so as not to be personally liable for the breach of any restrictive covenant after the Purchaser shall have parted with the property) hereby covenants with the Council in manner following (that is to say):—

- (1) not to alter or permit to be altered the external plan or elevation of the dwellinghouse forming part of the property without the previous consent in writing of the Council nor without such consent as aforesaid to erect upon the property any other dwellinghouse or building than the dwellinghouse now standing thereon
- (2) not at any time to carry on or permit to be carried on upon the property any trade or business whatsoever nor to use or permit the same to be used for any other purpose than as a private dwellinghouse nor to do or suffer to be done in upon or to the property any act or thing which shall or may be or become a nuisance or annoyance to the Council or any person for the time being owning or occupying any adjoining or neighbouring property

5. The Purchaser with intent to bind the Purchaser and the successors in title of the Purchaser hereby further covenants with the Council well and substantially to repair cleanse maintain and amend the property including the boundary walls and fences and the sewers drains conduits gutters pipes and the sanitary and water apparatus thereon and the appurtenances thereof and to keep the same so repaired cleansed maintained and amended and to pay a fair proportion of the expense of repairing cleansing maintaining and amending any party walls or fences and any sewers drains conduits gutters pipes and sanitary and water apparatus and any other services the use of which is common to the property and any other adjoining or neighbouring property

6. The Purchaser (with the object of affording to the Council a full indemnity in respect of any breach of any restrictive covenant or condition referred to in the habendum hereto but not further or otherwise) hereby covenants with the Council that the Purchaser and the persons deriving title under the Purchaser will at all times hereafter perform and observe any such restrictive covenant or condition as aforesaid so far as the same affects the property and is still subsisting and capable of being enforced and will keep the Council and its estate and effects indemnified against all actions claims demands and liability in respect thereof

7. The Council may at all reasonable times enter upon the property or any part thereof for the purpose of inspecting the same and ascertaining whether the provisions of this Transfer have been complied with

8. For the avoidance of doubt it is hereby agreed and declared that the matters (if any) specified in the Third Schedule hereto did not at the date of these presents appertain nor were they reputed to appertain to the property and accordingly the same do not by virtue of Section 62 of the Law of Property Act 1925 or otherwise pass to the Purchaser

9. Except so far as any rights which are automatically granted under or by virtue of the Act or are specified in the First Schedule hereto may restrict the user or development of other property now or formerly belonging to the Council nothing herein contained or implied shall impose or be deemed to impose any restriction on the user or development of such other property nor shall anything herein contained or implied give the Purchaser the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any lessees or purchasers of such other property or any part thereof

10. (a) The Purchaser with intent to bind the Purchaser and the successors in title of the Purchaser hereby further covenants with the Council that if within a period of five years from the date hereof there shall be any disposal falling within sub-clause (b) of this clause there shall be paid to the Council on demand (but on the first only of any of such disposals) the amount specified in sub-clause (c) of this clause
- (b) A disposal falls within this sub-clause if it is:
- (i) a further Conveyance or Transfer of the freehold; or
 - (ii) the grant of a Lease or Sub-lease for a term of more than twenty-one years otherwise than at a rack rent;
- whether the disposal is of the whole or part of the property PROVIDED that the grant of an option enabling a person to call for such a disposal as is mentioned in paragraphs (i) or (ii) of this sub-clause is a disposal for the purposes of this clause AND PROVIDED ALSO that a disposal in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 or a vesting in a person taking under a Will or on an Intestacy is not a disposal falling within this sub-clause AND PROVIDED FURTHER that the reference hereinbefore in this sub-clause to a Lease or Sub-lease does not include a mortgage term
- (c) The amount payable under this covenant is an amount equal to the discount but reduced by twenty per cent of the discount for each complete year which elapses after the date of this Deed and before the disposal

⁹Complete
as appropriate

~~11. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that the walls or fences⁹~~

11. IT IS HEREBY DECLARED that the Purchaser or other the Trustees for the time being of this Deed shall have full power to 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.

¹⁰Insert any
additional
clauses required
including any
in respect of
joint tenancy etc.

¹⁰

¹¹ Insert
appropriate
amount

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds¹¹ twenty-five thousand pounds
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first before written

FIRST SCHEDULE

Easements rights and privileges included in this transfer additional to any automatically granted by virtue of the Act

¹² If none
state 'none'

¹²

None

THE SECOND SCHEDULE

(Exceptions and Reservations)

There is excepted and reserved in fee simple out of the property unto the Council:

- (a) all mines and minerals of every description under the property (if and so far as the same were not immediately prior to the execution of these presents vested in some person other than the Council) with full power to win work and carry away the same
- (b) free and uninterrupted access of light and air at all times hereafter over the property to any building which may during the period of Eighty years from the date hereof be erected on the adjoining or neighbouring land of the Council

¹³ Add any
wording required
in respect of
additional
exceptions etc.
(e.g. for Tunnel
access ways
shared drives
etc.)

¹³

THIRD SCHEDULE
Matters to which Clause 8 relates

¹⁴Insert details of any rights which do not pass to Purchaser (e.g. right to use rear access lane NOT enjoyed by Purchaser under secure tenancy) ¹⁴



THE COMMON SEAL of THE CITY COUNCIL
OF BRISTOL was hereunto affixed in
the presence of:

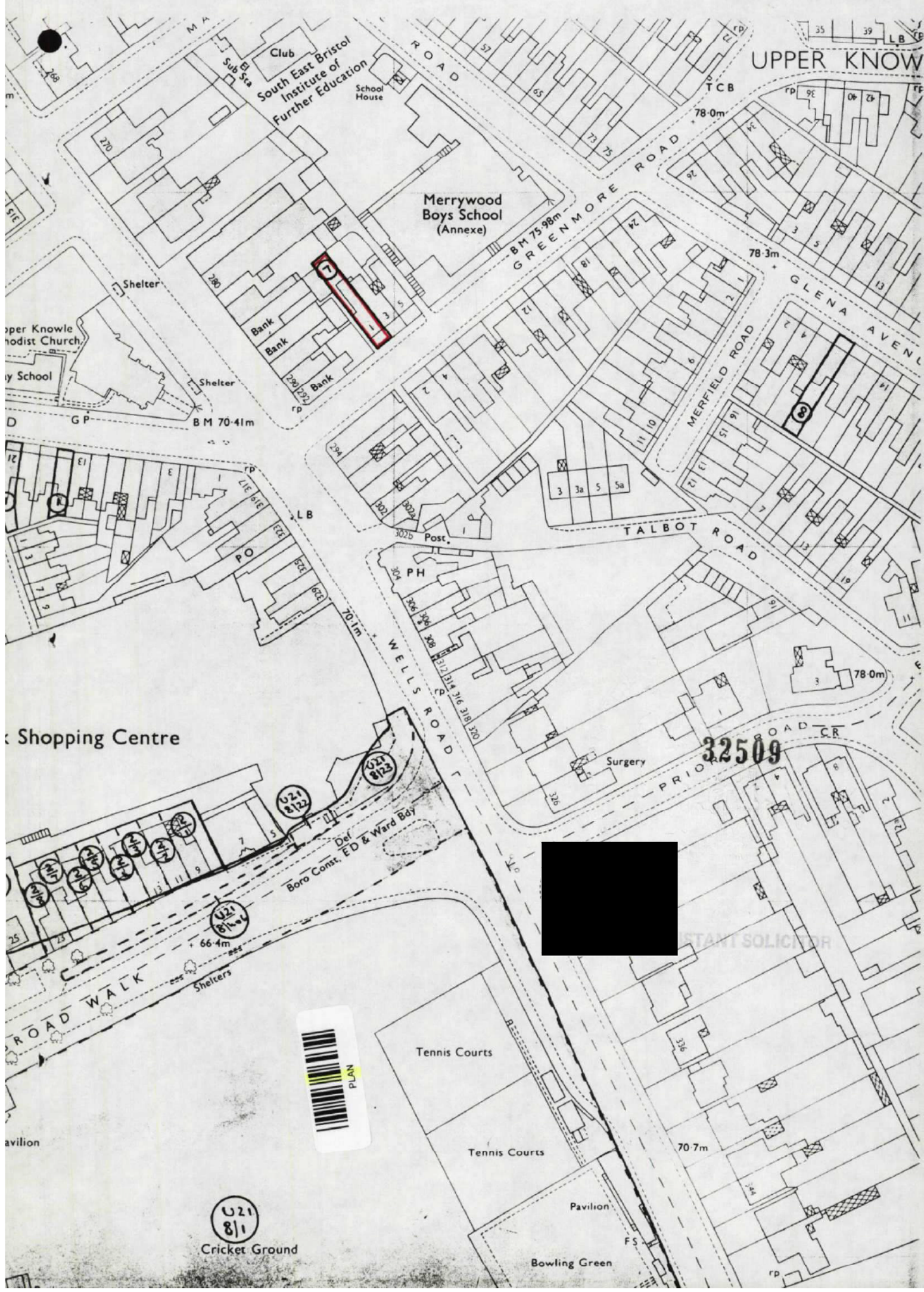
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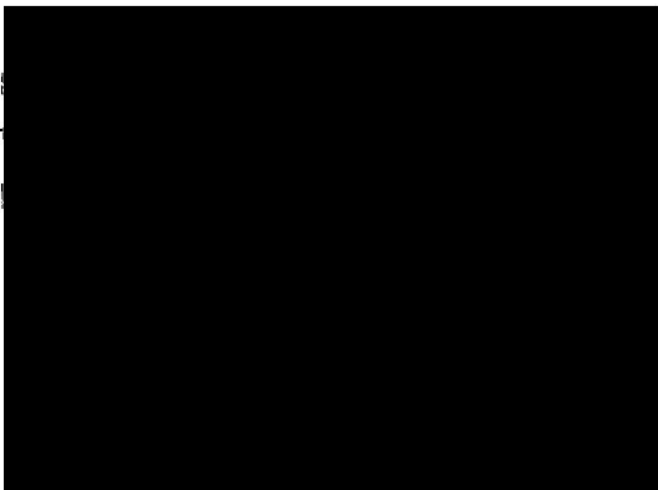
SENIOR ASSISTANT SOLICITOR



RR FILE
B# 26069

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SENIOR ASSISTANT SOLICITOR