



**Residents Management Company**

For any enquiries relating to this letter please telephone 07474 719687

**Maple (251) Transfer Consent Requirements**

The Transfer Consent requirements set out below relate solely to those specified by Maple (251) Limited. There are 2 other companies that will have an interest in the sale and transfer of apartment properties in Harleston House, Eaton House, Kemberton House - see final paragraph.

**Maple (251) Limited**

Maple 251 is a small 'not for profit' Residents Management Company, limited by guarantee with no share capital. It is the means by which the owners of the 14 houses and 37 apartments in the former Cathedral Walk Development, Lichfield, share ownership of and full responsibility for the management of the communal "amenity land" (the private access roads, footways and security gates) serving their properties. Maple 251 does not deal with matters on behalf of the freeholder or any other management company.

Maple 251 is owned and managed entirely by the property owners themselves who have a 1/51 share in the company and the land that it owns. When ownership of properties in the Development is transferred the new owners are required to become Members of Maple (251) Limited sharing joint responsibility with the other owners for the management of the company and the maintenance of the amenity land that it owns.

**Maple (251) Limited Transfer requirements**

Purchasers of properties within the development are required to become Members (effectively shareholders) of Maple (251) Limited **on the transfer completion date**. Rights of access across the amenity land to their property transfer to them, their tenants and bone fide visitors when they are formally admitted as Members of Maple (251) Limited.

Maple 251's written consent to the transfer is required. A Land Registry 'B' Register restriction replicates a clause in the lease preventing registration of the transfer of title until Maple 251 written consent has been given.

**Contract Requirements**

The original transfer/lease requires contracts for the sale and transfer of ownership of the properties to incorporate the following conditions and provisions:

1. To include in any contract for the transfer of the Property a condition that the intending transferee shall upon completion of such contract apply to become registered as a member of Maple (251) Limited
2. To include in any contract for the transfer of the Property a condition that the intending transferee shall enter into a Deed of Covenant and pay the administration charge due to the company.
3. Not to transfer the Property without obtaining simultaneously to such transfer the execution by the intending transferee of the property the Deed of Covenant
4. To pay to Maple (251) Limited 1/51st of the costs and expenses incurred by the company
5. To comply with any regulations made by Maple 251 in respect of the Amenity Land.

**Additional requirements relating to Apartment property transfers (Harleston House, Eaton House and Kemberton House)**

*There are specific clauses in the lease relating to timescales for the registration of the transfer (one month from completion) and time allotted to Maple 251 to respond to the request for written consent to transfer (28 days from receipt of request).*

The Maple (251) pre-requisites for issue of the Certificate for Transfer consent and Admission of the purchaser(s) as a Member or Members of Maple (251) Limited are that:

1. There are no breaches of the terms of the lease or covenant.
2. Any outstanding member contributions or other charges due are paid.
3. The vendor (or vendors) gives formal notification to Maple (251) Limited of their intent to transfer ownership of the property at least 2 weeks in advance of the completion date. The notification must include the full name or names of the purchasers together with the name and full contact details of their solicitor/conveyancer.
4. The purchaser signs a Deed of Covenant (template attached) applying for Membership of Maple (251) Limited **when the contract/lease is signed**. The Deed must be left undated for completion by Maple (251) Secretary with the date of admission of the transferee as a Member of Maple (251) Limited.
5. The signed Deed of Covenant (original undated document) is received by Maple 251 **on or before the transfer completion date**. **Please note that predated Deeds will not be accepted.**
6. The purchasers provide contact details, including their email address, for future correspondence from Maple (251) Limited such as meeting notices and invoices for member contributions or other charges. A (GDPR) contact form is provided for this purpose.
7. The purchasers provide the name, address and telephone number of any company providing a mortgage or loan associated with the purchase of the property and their loan reference.

The original undated Deed of Covenant signed by the purchaser(s) should be posted to the Company Secretary for signature via the company registered office address: Maple (251) Limited, Union House, 111 New Union Street, Coventry CV1 2NT. Please note the Maple (251) Limited Registered Office address is a forwarding service address only. To avoid delays, a private postal address will be provided on request to the purchaser's solicitor or conveyancer to which key documents can be forwarded directly. The new Member (GDPR) contact form and all other correspondence may be sent by email to: [Secretary@maple251.co.uk](mailto:Secretary@maple251.co.uk).

**Certificate of Consent to Transfer**

No share certificates are issued. However, a Certificate of Consent to Transfer and Registration of the Transfer of Title; and Admission of the new owner(s) as a Member or Members of Maple (251) Limited will be issued **following receipt and signing/completion of the original Deed of Covenant by the Company Secretary and payment of all charges due.**

**Transfer of Maple 251 membership to the new owner(s) must coincide with the Transfer completion. An additional £100 charge for late administration will be incurred after that date.** Until the transfer consent is given the purchaser's rights of access to their property will be affected, there may be insurance implications, and they may be in breach of the terms of any mortgage or financial agreement they may have entered into.

**Land Registry 'B' Register Restriction**

Digital copies of the completed Deed and Transfer Certificate will be returned to the purchaser's solicitor/conveyancer. These documents will provide the purchaser's solicitors with the proof that the requirements of the Land Registry 'B' Restriction have been met enabling the transfer to be registered in so far as Maple (251) Limited is concerned.

### **Administration Fees and other charges (with effect from 1 September 2021)**

There is an administration charge of £75 (payable to Maple (251) Limited by BACS) for the Deed of Covenant, Transfer Consent Certificate and registration of the purchaser as a Member. In addition, new Members are required to make an initial contribution of £25 towards the Maple 251 Emergency Reserve Fund.

There is a £50 charge for the provision of a significant amount of additional information including completion of a form LPE1 (which has little relevance to Maple 251) or equivalent.

**Failure to meet the transfer consent requirements including provision of the signed Deed of Covenant etc and payment of charges due by the completion date will result in an additional charge of £100 for late administration being incurred.**

### **Payment of Fees and other charges**

Payment of administration fees and other charges should be made by BACS to the Maple (251) Limited bank account details of which will be obtainable on request.

### **Annual Member Contributions**

The apartment owner member contributions are currently invoiced and collected by Cathedral Walk (RTM) Management Company Ltd on behalf of Maple 251. No apportionment of Maple 251 Member annual Member contribution will be made in connection with a property transfer.

The FY2025 annual member contribution of £130, which was approved by the Maple 251 AGM on 21st February 2024, will be invoiced and due for payment by 31<sup>st</sup> December 2024.

### **Maple (251) Limited company accounts and future expenditure**

Copies of Maple (251) Limited accounts are obtainable directly from the Companies House website. There are no outstanding payments due or arrears as far as the company is concerned.

The original Memorandum and Articles of Association for Maple (251) Limited and subsequent amendments made at the Annual General Meetings can also be downloaded from the Companies House website. Amendments include reference to suspension of Member rights in the event of their defaulting in payment of contributions due.

The Maple (251) website containing additional information is located at [www.maple251.co.uk](http://www.maple251.co.uk) and a fact sheet providing some key points about the company is attached.

### **Other Interested Companies (Apartments Only)**

The other companies with an interest in the sale and transfer of apartment properties are:

1. Cathedral Walk (Freehold) Limited

Private company that owns the freehold of the 3 apartment blocks: Harleston House, Eaton House and Kemberton House.

2. Cathedral Walk (RTM) Management Company Ltd

Residents Property Management Company that manages and maintains the 3 apartment buildings, frontage landscaped areas, garages and car parks. The company is owned and managed by several of the apartment owners.