

*Status: Point in time view as at 01/07/1995.*

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## SCHEDULES

### SECOND SCHEDULE

Sections 76 and 77.

#### IMPLIED COVENANTS

##### <sup>F1</sup>PART I

###### Textual Amendments

**F1** Sch. 2 Pt. I repealed (1.7.1995) by 1994 c. 36, s. 21(2), Sch. 2 (with s. 20); S.I. 1995/1317, art. 2

##### <sup>F2</sup>PART II

###### Textual Amendments

**F2** Sch. 2 Pt. II repealed (1.7.1995) by 1994 c. 36, s. 21(2), Sch. 2 (with s. 20); S.I. 1995/1317, art. 2

##### <sup>F3</sup>PART III

###### Textual Amendments

**F3** Sch. 2 Pt. III repealed (1.7.1995) by 1994 c. 36, s. 21(2), Sch. 2 (with s. 20); S.I. 1995/1317, art. 2

##### <sup>F4</sup>PART IV

###### Textual Amendments

**F4** Sch. 2 Pt. IV repealed (1.7.1995) by 1994 c. 36, s. 21(2), Sch. 2 (with s. 20); S.I. 1995/1317, art. 2

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## <sup>F5</sup>PART V

### Textual Amendments

**F5** Sch. 2 Pt. V repealed (1.7.1995) by 1994 c. 36, s. 21(2), **Sch.2** (with s. 20); S.I. 1995/1317, **art.2**

## <sup>F6</sup>PART VI

### Textual Amendments

**F6** Sch. 2 Pt. VI repealed (1.7.1995) by 1994 c. 36, s. 21(2), **Sch. 2** (with s. 20); S.I. 1995/1317, **art.2**

## PART VII

### COVENANT IMPLIED IN A CONVEYANCE FOR VALUABLE CONSIDERATION, OTHER THAN A MORTGAGE, OF THE ENTIRETY OF LAND AFFECTED BY A RENTCHARGE

That the grantees or the persons deriving title under them will at all times, from the date of the conveyance or other date therein stated, duly pay the said rentcharge and observe and perform all the covenants, agreements and conditions contained in the deed or other document creating the rentcharge, and thenceforth on the part of the owner of the land to be observed and performed:

And also will at all times, from the date aforesaid, save harmless and keep indemnified the conveying parties and their respective estates and effects, from and against all proceedings, costs, claims and expenses on account of any omission to pay the said rentcharge or any part thereof, or any breach of any of the said covenants, agreements and conditions.

## PART VIII

### COVENANTS IMPLIED IN A CONVEYANCE FOR VALUABLE CONSIDERATION, OTHER THAN A MORTGAGE, OR PART OF LAND AFFECTED BY A RENTCHARGE, SUBJECT TO A PART (NOT LEGALLY APPORTIONED) OF THAT RENTCHARGE

(i) That the grantees, or the persons deriving title under them, will at all times, from the date of the conveyance or other date therein stated, pay the apportioned rent and observe and perform all the covenants (other than the covenant to pay the entire rent) and conditions contained in the deed or other document creating the rentcharge, so far as the same relate to the land conveyed:

### Modifications etc. (not altering text)

**C1** Sch. 2 Pt. 8(i) applied (with modifications) (13.10.2003) by [The Land Registration Rules 2003 \(S.I. 2003/1417\)](#), rules 1, **69(3)**

And also will at all times, from the date aforesaid, save harmless and keep indemnified the conveying parties and their respective estates and effects, from and against all proceedings,

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costs, claims and expenses on account of any omission to pay the said apportioned rent, or any breach of any of the said covenants and conditions, so far as the same relate as aforesaid.

(ii) That the conveying parties, or the persons deriving title under them, will at all times, from the date of the conveyance or other date therein stated, pay the balance of the rentcharge (after deducting the apportioned rent aforesaid, and any other rents similarly apportioned in respect of land not retained), and observe and perform all the covenants, other than the covenant to pay the entire rent, and conditions contained in the deed or other document creating the rentcharge, so far as the same relate to the land not included in the conveyance and remaining vested in the covenantors:

**Modifications etc. (not altering text)**

**C2** Sch. 2 Pt. 8(ii) applied (with modifications) (13.10.2003) by [The Land Registration Rules 2003 \(S.I. 2003/1417\)](#), rules 1, **69(2)**

And also will at all times, from the date aforesaid, save harmless and keep indemnified the grantees and their estates and effects, from and against all proceedings, costs, claims and expenses on account of any omission to pay the aforesaid balance of the rentcharge, or any breach of any of the said covenants and conditions so far as they relate as aforesaid.

## PART IX

### COVENANT IN A CONVEYANCE FOR VALUABLE CONSIDERATION, OTHER THAN A MORTGAGE, OF THE ENTIRETY OF THE LAND COMPRISED IN A LEASE FOR THE RESIDUE OF THE TERM OR INTEREST CREATED BY THE LEASE

That the assignees, or the persons deriving title under them, will at all times, from the date of the conveyance or other date therein stated, duly pay all rent becoming due under the lease creating the term or interest for which the land is conveyed, and observe and perform all the covenants, agreements and conditions therein contained and thenceforth on the part of the lessees to be observed and performed:

And also will at all times, from the date aforesaid, save harmless and keep indemnified the conveying parties and their estates and effects, from and against all proceedings, costs, claims and expenses on account of any omission to pay the said rent or any breach of any of the said covenants, agreements and conditions.

## PART X

### COVENANTS IMPLIED IN A CONVEYANCE FOR VALUABLE CONSIDERATION, OTHER THAN A MORTGAGE, OR PART OF THE LAND COMPRISED IN A LEASE, FOR THE RESIDUE OF THE TERM OR INTEREST CREATED BY THE LEASE, SUBJECT TO A PART (NOT LEGALLY APPORTIONED) OF THAT RENT

(i) That the assignees, or the persons deriving title under them, will at all times, from the date of the conveyance or other date therein stated, pay the apportioned rent and observe and perform all the covenants, other than the covenant to pay the entire rent, agreements and conditions contained in the lease creating the term or interest for which the land is conveyed, and thenceforth on the part of the lessees to be observed and performed, so far as the same relate to the land conveyed:

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And also will at all times from the date aforesaid save harmless and keep indemnified, the conveying parties and their respective estates and effects, from and against all proceedings, costs, claims and expenses on account of any omission to pay the said apportioned rent or any breach of any of the said covenants, agreements and conditions so far as the same relate as aforesaid.

(ii) That the conveying parties, or the persons deriving title under them, will at all times, from the date of the conveyance, or other date therein stated, pay the balance of the rent (after deducting the apportioned rent aforesaid and any other rents similarly apportioned in respect of land not retained) and observe and perform all the covenants, other than the covenant to pay the entire rent, agreements and conditions contained in the lease and on the part of the lessees to be observed and performed so far as the same relate to the land demised (other than the land comprised in the conveyance) and remaining vested in the covenantors:

And also will at all times, from the date aforesaid, save harmless and keep indemnified, the assignees and their estates and effects, from and against all proceedings, costs, claims and expenses on account of any omission to pay the aforesaid balance of the rent or any breach of any of the said covenants, agreements and conditions so far as they relate as aforesaid.

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