

HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

<p>Leave blank if not yet registered.</p>	<p>1 Title number(s) out of which the property is transferred WSX186417</p>
<p>When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.</p>	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
<p>Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.</p> <p>Place 'X' in the appropriate box and complete the statement.</p> <p>For example 'edged red'.</p> <p>For example 'edged and numbered 1 in blue'.</p> <p>Any plan lodged must be signed by the transferor.</p>	<p>3 Property:</p> <p>Land on the south east side of the road from Ansty to Cuckfield, Ansty, Cuckfield, West Sussex</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
<p>Remember to date this deed with the day of completion, but not before it has been signed and witnessed.</p>	<p>4 Date:</p>
<p>Give full name(s) of all of the persons transferring the property.</p> <p>Complete as appropriate where the transferor is a company.</p>	<p>5 Transferor:</p> <p>.....[insert name of owner at the date of transfer]</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
<p>Give full name(s) of all the persons to be shown as registered proprietors.</p> <p>Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules</p>	<p>6 Transferee for entry in the register: WEST SUSSEX COUNTY COUNCIL</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted

	<p>7 Transferee's intended address(es) for service for entry in the register:</p> <p>West Sussex County Council Legal Services, County Hall, West Street, Chichester, West Sussex, PO19 1RQ</p>
	<p>8 The transferor transfers the property to the transferee</p>
	<p>9 Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): £1 (one pound)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
	<p>10 The transferor transfers with</p> <p>X full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
	<p>11 Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
	<p>12 Additional provisions</p> <p>1 Definitions</p> <p>1.1 In this transfer the following words and expressions have the</p>

- statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

following meanings

“Conditions for Entry”

the conditions to which any right to enter granted in clause 2 or excepted and reserved by Clause 3 is subject, which are that the right shall be subject to the person exercising the right:

- (a) effecting entry at a reasonable time (or at any time in an emergency)
- (b) giving reasonable notice to the person whose premises are being entered (but no notice needs to be given in an emergency);
- (c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- (d) complying with the reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

“Plan 1”

the plan attached to this transfer with drawing number

"Planning Acts"

means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other legislation of a similar nature in force at any time;

"Planning Need"

means any obligation contained in a Planning Obligation in relation to the provision of education facilities at the Property;

"Planning Obligation"

means an agreement made pursuant to the Planning Acts prior to the date of this Transfer;

“Retained Land”

the land comprised in the Title Number (excluding the Property) at[insert date of Section 106 Agreement].

“Services”

gas water sewage electricity energy telecommunications, television data and all other services and utilities

“Service Media”

all media for the supply or removal of the Services and all structures, machinery and equipment ancillary to

those media.

“Special Educational Needs School

means any school providing state education for children with special educational needs and disabilities including for the avoidance of doubt a local authority

“Title Matters”

the agreements, covenants, restrictions, stipulations and other matters (save for charges notices and restrictions) at the date of this transfer contained or referred to in the land registry title registered at the land registry under the Title Number

“Title Number”

WSX 186417

- 1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.
- 1.3 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.
- 1.4 References to clauses are to clauses set out in this Panel 12 unless the reference is to a clause in another deed or document.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

2 Rights granted for the benefit of the property

- 2.1 The transfer is made together with the following rights over such part of the Retained Land as is not built upon or is not intended to be built upon in fee simple for the benefit of the Property and may be exercised by the Transferee and its successors in title and all persons authorised by them (whether expressly or impliedly):
 - 2.1.1 **Services** – the right to the running and passage of Services to and from the Property to the nearest adopted connection points for the Services via
 - 2.1.1.1 the Service Media already laid in the Retained Land pursuant to the Transferors obligations within the Section 106 Agreement and which provide Services to the Property; and
 - 2.1.1.2 Service Media on the Retained Land which are installed or constructed 80 years from the date of this transfer;
 - 2.1.2 **Right of Way** – until such time as the roads and paths on the Retained Land as may be necessary to access the Property are adopted and maintainable at the public expense, a right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the roads and on foot and

bicycle over and along the paths on the Retained Land at all times and for the purpose of accessing and egressing to and from the Property to the nearest public highway

2.1.4 **Support** – the right of support and protection for the Property and any buildings on it from the Retained Land and any buildings on it;

2.1.5 **Access** – subject to observing the Conditions for Entry the right to enter the adjoining parts of the Retained Land (but only to the extent that is absolutely necessary) with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to:

2.1.5.1 inspect or carry out works to the Property and to any buildings, retaining walls and structures constructed or erected thereon from time to time (including the foundations of such buildings retaining walls and structures) and all works of repair, maintenance, painting and rebuilding;

2.1.5.2 inspect repair maintain install re-route, replace or connect into Service Media now existing or which may be laid under such parts of the Retained Land subject to the person or persons entering the Retained Land to exercise the above rights shall obtain all necessary consents from all relevant authorities prior to carrying out any such works.

2.1.5.3 enable the Transferee to plant trees or shrubs on the Property or to carry out any landscaping on the Property to fulfil the requirements of any relevant planning permission

2.1.7 **Right of overhang** – the rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without prejudice to the generality of the foregoing any fence post foundations) and (where necessary) the discharge of rainwater from the roofs eaves spouts gutters and pipes of the Property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

3 Rights reserved for the benefit of other land

3.1 The following rights over the Property are reserved for the benefit of the Retained Land:

3.1.1 **Support** - the right of support for the Retained Land and any buildings on it from the Property and any buildings on it;

3.1.2 **Development** – the right to access any unbuilt parts of the Property as are necessary in order to develop the Retained Land;

3.1.3 **Service Media** –Subject to observing the Conditions of Entry the right to enter onto any

unbuilt parts of the Property with or without vehicles, equipment, plant and machinery to lay and thereafter inspect maintain cleanse repair renew and connect into the Service Media in the Property and/or connect into Service Media in the Property ; and

3.1.4 **Services** – subject to payment of maintenance according to user, the right to free and uninterrupted use, running and passage of Services to and from the Retained Land via the Service Media laid in accordance with clause 2.1.3 above and/or Service Media already in the Property.

Include words of covenant.

4 Restrictive covenants by the transferee

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property and each and every part thereof into whosoever hands the same may come that the owners of the Property shall not use or permit the Property to be used for any purposes other than primarily for a Special Educational Needs School with associated facilities and community uses;

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

6. Agreements and declarations

6.1 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 3.1** to be noted on the title number of the Property.

6.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 2.1** to be noted on the title number(s) of the Retained Land.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 4.

13 Execution

The Common Seal of
West Sussex County Council
is hereunto affixed in the
presence of

A duly authorised officer

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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