

Land Registry

Transfer of part of registered title(s)

TP1

1.1.

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.

Leave blank if not yet registered.	1 Title number(s) out of which the property is transferred: HP652326
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
<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 at Bellfield, Posbrook Lane, Fareham</p> <p>The property is identified</p> <p><input type="checkbox"/> on the attached plan and shown:</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	4 Date:
Give full name(s).	<p>5 Transferor:</p> <p>[]</p> <p>For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:</p> <p>For overseas companies (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
Complete as appropriate where the transferor is a company.	
Give full name(s).	6 Transferee for entry in the register: []

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with 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 2003.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

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.

7 Transferee's intended address(es) for service for entry in the register:

[]

8 The transferor transfers the property to the transferee

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.

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

full title guarantee

limited title guarantee

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

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

Complete as necessary.

they are to hold the property on trust:

Use this panel for:

12 Additional provisions

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

Definitions

- 12.1 In this Transfer the following definitions and interpretation shall apply:
- 12.1.1 **Estate:** the freehold property at Bellfield, Posbrook Lane, Fareham being the remainder of the land (excluding the Property) within the ownership of the Transferor registered at the Land Registry under title number HP652326 as at the date of this Transfer.
- 12.1.2 **LPMPA 1994:** the Law of Property (Miscellaneous Provisions) Act 1994.
- 12.1.3 **Service Media:** all sewers, drains, watercourses, pipes, cables, wires and other channels or conduits designed for the passage of Services and all related chambers, tanks or other infrastructure.
- 12.1.4 **Services:** water, sewage, electric, gas, telephone, soil and other services or supplies.
- 12.1.5 **S106 Agreement:** a unilateral undertaking under section 106 of the Town and Country Planning Act 1990 relating to the Property and the Estate made by the Transferor in favour of Fareham Borough Council and Hampshire County Council and dated []
- 12.1.7 Words importing the masculine gender include the feminine and vice versa.
- 12.1.8 Words importing the singular include the plural and vice versa.
- 12.1.9 References to persons include bodies corporate and vice versa.
- 12.1.10 References to the Transferor shall include its successors in title to the Estate and the owners and occupiers of the Estate from time to time.

12.1.11 References to the Transferee shall include its successors in title to the Property and the owners and occupiers of the Property from time to time.

12.1.12 Reference to any right exercisable by the Transferor or by the Transferee whether or not in common with another party includes (where appropriate) the exercise of such right by all persons authorised by the Transferor or the Transferee (as appropriate) and all other persons having a like right.

12.1.13 Reference to any right of access or entry onto land for the purpose of carrying out works includes (where appropriate) access or entry by agents, employees and contractors with all necessary tools, plant, equipment and materials.

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

12.1 Rights granted for the benefit of the property
The Transferor grants for the benefit of the Property.

(a) A right at all times in common with all others similarly entitled of entry onto the unbuilt upon parts of the Estate for the purposes of maintaining repairing and reinstating any structures boundary walls fences gutters and pipes on the Property such right only to be exercised on reasonable notice in writing being given (except in the case of emergencies) and subject to the minimum of inconvenience being caused and to all damage

thereby occasioned being made good forthwith or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good

- (b) A right at all times for the Transferee and its employees contractors and agents to have access to and egress from the Property with or without vehicles plant and machinery over any roadway laid upon the Estate for the purpose only of maintaining the Property as a local equipped area for play and for the general public a right of way on foot only over and along the said roadway for the purpose of access to and egress from the Property for the proper use of the same as a local equipped area for play until such time (if ever) as the roads and footways shall be adopted and become highways maintainable at the public expense

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

12.2 Rights reserved for the benefit of other land

Exceptions and Reservations

The Property is transferred subject to the following exceptions and reservations which are excepted and reserved for the benefit of each and every part of the Estate and for the statutory authorities and utility companies providing gas water electricity communications and other services to adjoining or neighbouring properties.

- (a) A right in common with all others similarly entitled to use and where necessary and expedient to install renew repair replace and/or remove such Service Media as may now or in the future serve the Estate but pass in on over or under the Property together with a right of entry

exercisable on reasonable notice in writing (except in the case of emergencies) onto the Property for the purposes of inspection renewal maintenance repair and reinstatement of the Service Media and for moving installing laying and connecting to the Service Media subject to the minimum of inconvenience being caused and to all damage occasioned thereby being made good forthwith or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good

- (b) A right in common with all others similarly entitled of entry onto the Property for the purposes of maintaining repairing and reinstating any structures boundary walls fences roofs gutters and pipes on the Estate but which pass in on over or under the Property such right only to be exercised on reasonable notice in writing being given (except in the case of emergencies) and subject to the minimum of inconvenience being caused and to all damage thereby occasioned being made good forthwith to the satisfaction of the Transferee or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good

Include covenant. words of

12.3 Restrictive covenants by the transferee

THE Transferee HEREBY COVENANTS with the Transferor for the benefit of the Estate and for the benefit of the land now or formerly comprised in the Title above mentioned not henceforth to use the local equipped area for play other than as a local equipped area for play.

Include covenant. words of

12.4 Restrictive covenants by the transferor

NONE

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

12.5 Other

Indemnity covenant by Transferee

WITH the object of affording to the Transferor a full and sufficient indemnity in respect of a breach of the covenants and stipulations referred to in the Property and Charges Registers of the title number set out in panel 1 of this Transfer (but not further or otherwise) the Transferee hereby covenants with the Transferor that the Transferee and its successors in title will indemnify and keep indemnified the Transferor and his/their respective estates from and against all claims actions demands and liability in respect of any non-observance or non-performance of the said covenants and stipulations insofar as the same are still subsisting and capable of taking effect and being enforced and affect the Property

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.

13 Execution

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.