

Land Registry

Transfer of part of registered title(s)

TP1

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.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

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.

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.

1	Title number(s) out of which the property is transferred: WSX359878
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land to the south of Halliford Drive, Barnham, Bognor Regis The property is identified ☒ on the attached Plan 1 and shown: edged green ☐ on the title plan(s) of the above titles and shown:
4	Date: 4 October 2018
5	Transferor: Croudace Homes Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: (Co. no. 813521) <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Seaward Properties Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2595439 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: Metro House, Northgate, Chichester, West Sussex PO19 1BE

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 Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

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 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.

8 The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): one pound (£1)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

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
- ☐ they are to hold the property on trust:

12 Additional provisions

Definitions

12.1 In this Transfer the following definitions apply:

12.1.1 **Plan 1:** the plan attached to this Transfer marked 1

12.1.2 **Plan 2:** the plan attached to this Transfer marked 2.

12.1.3 **Retained Land:** the land shown edged blue on the Plan 2 (but excluding the Property)

12.1.4 **Service Media:** all sewers drains manholes culverts

channels watercourse pipes gutters outlets mains wires optic fibre ducts flues and soakaways and all and any other conduits ancillary equipment and apparatus for the transmission of Services.

12.1.5 Services: the supply of water gas electricity telephone communication cable television and all other appropriate services and the disposal of foul and surface water or other effluent

12.2.1 The Property and each and every part is transferred together with the rights set out in clause 13 of this Transfer for the Transferee and its successors in title to each and every part of the Property its servants and licensees in common with the Transferor and all other persons entitled now or in the future similarly entitled or authorised by them

12.2.2 There are reserved out of the Property for the benefit of the whole and every part of the Retained Land to the Transferor the owners and occupiers for the time being of the Retained Land its servants and all other persons similarly entitled or authorised by them the rights set out in clause 14 and the Property is transferred subject to them.

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

Rights granted for the benefit of the property

13.1 Full right and liberty now or in the future to connect into any Service Media which may be or may have been constructed or installed by the Transferor under or over the Property at points to be agreed with the Transferor and thereafter to the full right of passage and running of Services from and to the Property in and through all such Service Media connected to the Property with the right to enter upon the Retained Land to make inspect repair renew cleanse and maintain such Service Media

13.2 Full right and liberty to enter on any part of the Retained Land other than:

(1) the site or proposed site of any building and the curtilage or garden of such building;

(2) the site or proposed site of any car parking or proposed car parking area; or

(3) any other area which has been built over or otherwise developed

with or without contractors agents plan machinery equipment tools and materials for the purpose of connecting to the Service Media on the Retained Land

13.3 Full right and liberty to pass and repass with or without vehicles to and from the Property over any road (the "Estate Road") which is or may have been constructed by the Transferor on the Retained Land now or in the future together with the right to enter upon the Retained Land to construct a section of road connecting the Property to the Estate Road in such position as the Transferor may reasonably stipulate and the right to pass and repass with or without vehicles over any such section of road connecting to the Estate Road as may be constructed by the Transferee

13.4 In connection with the exercise of the rights and

easements referred to in this Clause 13 it is hereby agreed and declared by the Transferor and the Transferee that the Transferee shall:

(1) obtain the approval of the Transferor (such approval not to be unreasonably withheld) to the position specification and manner of any connections to be made to the said Service Media on the Retained Land and the section of road to connect to the Estate Road

(2) obtain any necessary consent of the relevant competent statutory undertaker authority or public utility company (as the case may be) to connection to the Service Media or the Estate Road and the subsequent use of the Service Media or the Estate Road prior to making any connection

(3) cause as little inconvenience or damage as reasonably practicable to the Transferor or its successors in title to Retained Land (as the case may be) and immediately make good any damage caused to the Transferor's reasonable satisfaction

(4) carry out all necessary work on the Retained Land in a proper manner to the reasonable satisfaction of the Transferor or its successors in title (as the case may be)

(5) give previous reasonable written notice to the Transferor or its successors in title (as the case may be) of its intention to enter upon the Retained Land for the purpose of carrying out any such work as aforesaid (save in an emergency)

(6) not to overload any of the Service Media on the Retained Land or make any connections to any Service Media which has insufficient capacity to serve the Property or the proposed development to be carried out on the Property

(7) contribute a fair and reasonable proportion according to user of the costs of maintaining cleansing repairing and renewing the Estate Road or Service Media the use of which is shared unless and until the same are taken over by the local highway authority and the relevant utility company or statutory undertaker

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

Rights reserved for the benefit of other land

14.1 Full right and liberty now or in the future to construct and lay and thereafter to inspect repair renew cleanse upgrade and maintain any Service Media in on over or under the Property and all necessary outfalls manhole inspection chambers and ancillary structures and the full right of passage and running of Services in and through all Service Media which may hereafter now or in the future be constructed or laid in over or under the Property with the right to enter upon the Property to make connections to inspect repair enlarge upgrade renew cleanse and maintain the Service Media or any of them

14.2 Full right and liberty to enter on those parts of the Property with or without contractors plant machinery equipment tools and materials for the purpose of constructing laying inspecting repairing renewing cleansing and maintaining the Service Media and all such outfalls manholes inspection chambers and ancillary structures referred to in clause 14.1 above

14.3 In connection with the exercise of the rights and easements referred to in Clauses 14.1 and 14.2 it is hereby agreed and declared by the Transferor and the Transferee that the Transferor shall:

(1) obtain the approval of the Transferee (such approval not to be unreasonably withheld or delayed) to the positions and specification of the said Service Media

(2) cause as little inconvenience or damage as reasonably practicable to the Transferee or its successors in title to the Property

(3) carry out all necessary work on the Property in a proper manner to the reasonable satisfaction of the Transferee or its successors in title (as the case may be)

(4) give previous reasonable written notice to the Transferee or its successors in title (as the case may be) of its intention to enter upon the Property for the purpose of carrying out any such work as aforesaid (save in an emergency)

(5) contribute a fair and reasonable proportion according to user of the costs of maintaining cleansing repairing and renewing any Service Media the use of which is shared until the same are taken over by the relevant utility company or statutory undertaker

Include words of covenant.

Restrictive covenants by the transferee

None

Include words of covenant.

Restrictive covenants by the transferor

None

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

Other

15. The Transferee hereby covenants with the Transferor that the Transferee will with the object of affording the Transferor a full and sufficient indemnity but not further or otherwise on behalf of itself and its successors in title at all times hereafter duly observe and perform the charges incumbrances covenants conditions restrictions and all other matters contained or referred to in the Registers of Title Number WSX359878 in so far as the same affect the Property and are capable of being enforced and will indemnify and keep

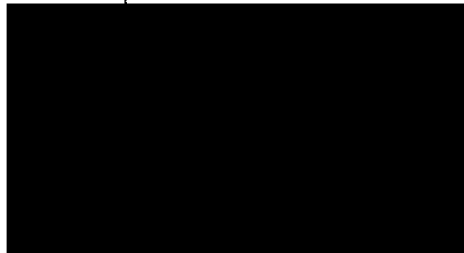
the Transferor indemnified against all future proceedings costs claims liabilities and expenses of any nature arising out of or in any way connected with any failure to do so

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 may 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 Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

13 Execution

The common seal of
CROUDACE HOMES LIMITED
Was hereunto affixed
In the presence of:



Signed as a Deed by
SEAWARD PROPERTIES LIMITED
acting by
a Director, in the presence of:

Witness signature:

Witness name (Print):

Witness address:

Witness occupation:

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.



PLAN 2



28
to
33

TREATMENT PLANT SITE, BARNHAM.

03/11/17
1/1250 @ A4