

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.

	<p>1 Title number(s) out of which the property is transferred:</p> <p>CL223692</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p> <p>CL220581, CL221037, CL220896, CL221121 and CL221675</p>
	<p>3 Property:</p> <p>Land at Castle Park, Liskeard</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: Edged red on the Plan</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>The Cornwall 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>
	<p>6 Transferee for entry in the register:</p> <p>Liskeard Town 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>

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.

7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>3-5 West Street, Liskeard, Cornwall , PL14 6BW</p>
8	The transferor transfers the property to the transferee
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p style="padding-left: 40px;">One Pound only (£1.00)</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>
10	<p>The transferor transfers with</p> <p><input type="checkbox"/> full title guarantee</p> <p><input checked="" type="checkbox"/> limited title guarantee</p> <p>10.1 The covenants implied under the 1994 Act are modified so that the covenant set out in section 2(1)(b) of the 1994 Act will not extend to costs arising from the Transferee's failure to:</p> <p style="padding-left: 40px;">(a) make proper searches; or</p> <p style="padding-left: 40px;">(b) raise requisitions on title or on the results of the Transferee's searches;</p> <p>10.2 The covenants implied by Section 2(1)(b) of the 1994 Act shall be amended by substituting the words "at the Transferee's cost" in place of the words "at his own cost";</p> <p>10.3 The covenants on the part of the Transferor implied by Section 3(3) of the 1994 Act shall be modified by substituting the words "the vesting in the Transferor of the Property on 1 April 2009" in place of the words "the last disposition for value"; and</p> <p>10.4 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the 1994 Act, notwithstanding section 6(3) of the 1994 Act</p>
11	<p>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>

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 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.

12 Additional provisions

12.1 Definitions

The following definitions and rules of interpretation apply in this transfer.

Accessways: the private footpaths forming part of the Property and are shown coloured purple and grey on the on the Plan.

The Plan: the plan attached to this transfer.

1994 Act: the Law of Property (Miscellaneous Provisions) Act 1994.

Conditions for Entry: the conditions to which any right to enter granted in clause 12.2 or excepted and reserved by clause 12.3 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 be given in an emergency);
- (c) causing as little damage as reasonably practicable 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 any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

Deed of Covenant: a deed of covenant in favour of the Transferor or the owner or owners from time to time of the Retained Land or any part of it containing covenants in the same terms as those given by the Transferee in clauses 12.4 and 12.5 of this transfer with such minor modifications as the Transferor may reasonably require.

Disposal: a disposition within the meaning of section 205 of the Law of Property Act 1925 other than a bona fide mortgage or legal charge on commercial terms.

Planting Maintenance Agreement Means an agreement dated the same day as this transfer between the Cornwall Council (1) and the Liskeard Town Council (2) and any variation of it.

Projections: all foundations, footings, chimneys, flues, eaves guttering, drainpipes, spouts, fence, posts, wall, piers, and similar projections.

Reservations: the rights excepted and reserved to the Transferor in clause 12.3.

- Retained Land:** the land edged and hatched blue on the Plan being part of the land and property comprised in title numbers CL220581, CL221037, CL220896, CL221121 and CL221675 but excluding the Property.
- Rights:** the rights granted by the Transferor to the Transferee in clause 12.2.
- Service Media:** the existing and future pipes, wires, cables, fibres, ducts, flues, conduits, drains, sewers, ditches, watercourses and other service media designed for the passage of water, soil, gas, electricity, telephone, communications and other services (as the case may be) and all related chambers, tanks or other infrastructure and any structure designed for the housing or storage of plant, machinery and equipment to be used in connection with such service media.
- Services:** water, sewage, gas, fuel oil, electricity, telephone, television, video, audio, fax, electronic mail, data, information and communications and other services or supplies.
- VAT:** value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.
- VATA 1994:** Value Added Tax Act 1994.
- (a) References to the 'Transferor' and the 'Transferee' include their respective successors in title and assigns.
- (b) References to the 'Property' and 'Retained Land' are to the whole and any part of them or it.
- (c) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (d) Where the Transferor or the Transferee for the time being are two or more individuals, the terms the Transferor and the Transferee include the plural number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally.
- (e) Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- (f) 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.

- (g) Unless the context otherwise requires, where the words include(s) or including are used in this transfer, they are deemed to have the words "without limitation" following them.
- (h) A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- (i) A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- (j) Any obligation on the Transferee not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- (k) The Reservations are excepted and reserved from this transfer for the benefit of the Retained Land.
- (l) The Reservations may be exercised by the Transferor notwithstanding that the exercise of any of the Reservations or any works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.
- (m) The Reservations shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations.
- (n) The Rights are not granted exclusively to the Transferee and are granted:
 - (i) subject to the Reservations and any other rights of the Transferor and its successors in title whether or not referred to in this Transfer; and
 - (ii) in common with any other persons lawfully entitled to the Right or to similar rights.
- (o) Clause, Schedule and paragraph headings do not affect the interpretation of this transfer.
- (p) Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this transfer and references to paragraphs are to paragraphs of the relevant Schedule.
- (q) Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

12.2 Rights granted for the benefit of the Property

The Transferor grants to the Transferee for the benefit of the Property:

- (a) the right to free passage of Services from any Service Media at the Retained Land that belong to the Transferor and serve (but do not form part of) the Property which are in existence at the date of this transfer subject to:
 - (i) temporary interruption for repair, alteration or replacement provided that whenever reasonably practicable such interruption does not materially restrict the enjoyment and use of the Property; and

- (ii) the payment of the sums referred to in clause 0.
- (b) the right to enter upon the Retained Land in order to connect into Service Media under (but not on or over) the Retained Land subject to:
 - (i) compliance with the Conditions for Entry;
 - (ii) the right for the Transferor to refuse connection if, in its reasonable opinion, there is insufficient capacity for further connections; and
 - (iii) the route and point of connection being first approved in writing by the Transferor (such approval not to be unreasonably withheld or delayed) and,
 - (iv) Not to break open the surface of any part of the Retained Land covered by a building;
 - (v) subject to compliance with the Conditions for Entry and only to the extent that the same cannot reasonably be achieved from the Property, the right to enter the adjoining parts of the Retained Land with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to inspect, repair, maintain, install, re-route or replace any Service Media serving the Property.

12.3 Rights reserved for the benefit of the Retained Land

The Transferor excepts and reserves out of the Property for the benefit of the Retained Land:

- (a) in common with the Transferee the general public and those authorised by it, the right to pass on foot only over and along the Accessways at all times and for all purposes;
- (b) the right to use and to connect into any Service Media at the Property which serve other parts of the Retained Land which are in existence at the date of this transfer or are installed or constructed after the date of the transfer;
- (c) subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
 - (i) to inspect or carry out works to any other part of the Retained Land ;
 - (ii) to lay, inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Retained Land;
 - (iii) to plant trees or shrubs or to carry out any landscaping or to fulfil the requirements of any relevant planning permission or the Planting Maintenance Agreement;
- (d) the right to erect scaffolding on the Property for the purposes of inspecting, cleaning, maintaining, repairing, renewing, developing or redeveloping the Retained Land or any buildings or structures now or in the future erected on any Retained Land provided that such scaffolding does not materially restrict the access to or enjoyment and use of the Property;

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- (e) the right to keep and use on the Property any Projections from any buildings adjoining the Property now or to be constructed by the Transferor;
- (f) the right of support and protection from the Property to the Retained Land and any building on the Retained Land either at the date of this transfer or constructed within 80 years from and including the date of this transfer;
- (g) the right at any time to rebuild, redevelop, alter or use or deal with any of the Retained Land in any manner the Transferor thinks fit and to enter on the Property with or without plant and materials to carry out any works to the Retained Land where the work cannot reasonably practicably be carried out otherwise than from the Property, notwithstanding that the access of light or air to the Property or any part of it, or any other easement for the time being appertaining to or enjoyed with the Property or any part of it may be obstructed or interfered with, or that the Transferee might otherwise be entitled to object to the rebuilding, redevelopment, alteration, use or dealing;
- (h) the right to sell lease or otherwise deal with the Retained Land subject to such covenants and restrictions or without covenants or restrictions and in such manner in all respects as the Transferor shall from time to time determine;
- (i) the right for the Transferor, without prejudice to the obligations of the Transferee contained in this transfer, to carry out all or any of those obligations, but without any obligation on the part of the Transferor to do so; and
- (j) all easements, rights, privileges and advantages, if any, over the Property that would by virtue of the Law of Property Act 1925 Section 62 have passed on a conveyance of the Retained Land to a third party if that conveyance had been executed one day prior to the date of this transfer and there had been diversity of occupation at that date.
- (k) The right for a period of 15/16 years from the date of this transfer , subject to complying with the conditions of entry, to enter on to the Property to carry out any works reasonably required to comply with the Planting Maintenance Agreement .

Commented [GB1]: We need to clarify the end date for the grant funding agreement. We can insert a specific date in here if we know it.

12.4 Restrictive covenants by the Transferee

.The Transferee covenants with the Transferor, for the benefit of the Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:

- (a) not to obstruct, interrupt or interfere with the exercise of the Reservations;
- (b) not to use the Property for any purpose other than as a public park.;
- (c) not to do anything at the Property that would cause loss, damage, injury or nuisance to the Transferor or the owners or occupiers of any neighbouring property or to any other person entitled to the Rights in common with the Transferee;
- (d) not obstruct the Accessways or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Transferor;

- (e) not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property;
- (f) not to carry out any building works or excavation works or plant any trees or shrubs or other vegetation on, over or under 3 metres of any Service Media on the Retained Land without the consent of the Transferor, such consent not to be unreasonably withheld or delayed;
- (g) not to carry out any building works within 3 metres of the foundations of any buildings on the Retained Land, whether or not lying under the Property, or build on or over or interfere with the foundations or any rights of support for the foundations from the Property without the consent of the Transferor, such consent not to be unreasonably withheld or delayed;
- (h) not to obstruct or interfere with the flow of light or air to the windows, doors or other openings in the buildings (if any) currently situated on the Retained Land; and
- (i) not to do or permit or suffer to be done upon the Property any act or things which may result in loss or damage to or interference with the Accessway and any Service Media within the Property which is used jointly with the Transferor or with the owners or occupiers of the Retained Land or any adjoining or neighbouring land.

12.5 Positive covenants by the Transferee

The Transferee on behalf of itself and its successors in title covenants with the Transferor and its successors in title pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982:

- (a) keep the Accessways in good repair.
- (b) to comply with all laws governing the exercise of the Rights;
- (c) to pay to the Transferor on written demand a fair and reasonable proportion, as shall be determined by the Transferor, of all costs properly incurred by the Transferor plus any VAT thereon in:
 - cleaning, maintaining, repairing and reinstating the Service Media and other structures used in common or jointly with the owner or owners for the time being of the adjoining or neighbouring properties entitled to use them that are not adopted or maintained by the Local Authority or by any utility company
- (d) to pay to the Transferor on written demand all costs incurred by the Transferor plus any VAT thereon in complying with any of the covenants given by the Transferee in this Transfer if the Transferee has failed to comply with them, provided that the Transferor has first served on the Transferee written notice of the breach and the Transferee has failed to rectify the breach within 10 working days of service of that notice;
- (e) not to make any Disposal of the whole or any part of the Property without first procuring that the disponent enters into a Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Retained Land or any part of it.
- (f) For a period of 15/16 years from the date of this transfer to comply with the obligations of the Planting Maintenance Agreement.

Commented [GB2]: See comment above. We need to ascertain the end date for the grant funding agreement.

12.6 indemnity

- (a) The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform the obligations on its part contained in the Planting Maintenance Agreement for a period of 15 years from the date of this transfer and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so

12.7 Restriction

The Transferor and the Transferee apply for the following restrictions to be entered in the Proprietorship Register for the Property in the following forms:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a certificate signed by The Cornwall Council of County Hall, Truro, Cornwall, TR1 3AY or their conveyancer that the provisions of clause 12.5(e) of the transfer dated _____ 2022 and made between (1) The Cornwall Council and (2) Liskeard Town Council have been complied with or that they do not apply to the disposition."

12.8 Registration

- (a) The Transferor consents to notice of the Rights being noted against the Transferor's registered title to the Retained Land.
- (b) Within 10 working days after the date of this transfer, the Transferee shall apply to the Land Registry for registration of:
 - (i) the transfer effected by this transfer; and
 - (ii) to enter:
 - (A) the Reservations in the property register of the Retained Land as appurtenant rights;
 - (B) the Rights in the property register of the Property as appurtenant rights;
 - (C) a notice of the covenants in clause 12.4 against the registered title to the Property;
 - (D) the restrictions mentioned in clause 12.7 in the Proprietorship Register of the Property;
 - (iii) to note:
 - (A) the Reservations against the registered title to the Property; and
 - (B) the Rights against the registered title to the Retained Land.
- (c) The Transferee shall ensure that any requisitions raised by Land Registry in connection with the above applications are dealt with promptly and properly.

- (d) Within 5 working days of receiving completion of registration documents, the Transferee shall give to the Transferor official copies of the registered title[s] to the Property, and the Retained Land, to show that the Rights, the Reservations and the covenants given by the Transferee in this transfer have been properly and correctly entered against the respective titles.

12.9 Subjections

The disposition effected by this transfer is subject to:

- (a) all local land charges whether registered or not before the date of this transfer and all matters capable of registration as local land charges whether or not actually so registered;
- (b) all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after date of this transfer;
- (c) all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under any statute;
- (d) all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection;
- (e) matters discoverable by inspection of the Property before the date of this transfer;
- (f) matters relating to the Property about which the Transferor does not know;
- (g) matters disclosed or which would be disclosed as a result of enquiries (formal or informal and made in person in writing or orally) made by or for the Transferee or which a prudent buyer ought to make;
- (h) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 11 October 2021 timed at 15.37.17 under title number CL223692,
- (i) all defects latent or otherwise; and
- (j) unregistered interests which override first registration under Schedule 1 of the Land Registration Act 2002 and/or unregistered interests which override registered dispositions under Schedule 3 of the Land Registration Act 2002.

12.10 General

- (a) The Transferor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from the Retained Land but such consent will not give any absolute right to the Transferee (or its successors in title) and is revocable at any time by the Transferor or its successors in title.
- (b) The Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or

advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

- (c) Any dispute arising in connection with the determination of the Transferee's proportion of the costs referred to in clause 12.5(c) shall be referred to a surveyor who is a Member or Fellow of the Royal Institution of Chartered Surveyors (who shall act as an expert and not as an arbitrator) to be agreed upon by the parties or (in the event of failure so to agree) to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the written decision of such person (including any determination as to the costs of such decision) shall accordingly be final and binding on both the parties in the absence of manifest error or fraud.
- (d) Nothing in this transfer shall imply any obligation on the Transferor to maintain the Accessways any Service Media which are the subject of the Rights.
- (e) The Cornwall Council enters into this transfer solely in its capacity as a landowner in respect of the Property and the Retained Land and not in any other capacity. Nothing in this transfer shall restrict the Cornwall Council's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.
- (f) A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.
- (g) This Transfer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Schedule 1 Documents of Title

Date	Description	Parties

Commented [GB3]: I will review the unregistered deeds and add any thing relevant.

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.

13 Execution

Executed as a deed by the Cornwall Council by affixing the common seal in the presence of:

.....
Authorised Officer

[Please advise the Town/Parish Council's method of execution. This should be specified in their Standing Orders].

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.

Information Classification: CONTROLLED

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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