

These are the notes referred to on the following official copy

Title Number SX114577

The electronic official copy of the document follows this message.

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.



L620
L7 29/7
29/7

Stamp pursuant to section 28 of the Finance Act, 1931, to be impressed here

When the transfer attracts Inland Revenue duty, the stamps should be impressed here before lodging the transfer for registration



* use form 20 when restrictive covenants are not being created.

TRANSFER OF PART IMPOSING FRESH RESTRICTIVE COVENANTS*

(Rule 135 Land Registration Rules 1925)

The title number allotted to the land transferred will on registration be officially entered opposite.

County and district (or London borough) } WEST SUSSEX - MID SUSSEX

Title number(s) SX114577 WSX118023

Property 39 HIGH STREET, CUCKFIELD

Date 17th July 1987

In consideration of SIXTY TWO THOUSAND POUNDS

(1) Strike out if not required.

pounds (£ 62,000.00) ⁽¹⁾ the receipt whereof is hereby acknowledged

(2) Insert in BLOCK LETTERS full name(s), postal address(es) and occupation(s) of the proprietor(s) of the land.

(2) ROBERT MICHAEL JOHN FOX of 10 St. Lawrence Terrace, London W10

(3) If desired or otherwise as the case may be. (See rules 76 and 77).

(hereinafter called "the Transferor(s)") ⁽³⁾ as beneficial owner(s) hereby transfer(s) to:

(4) Insert in BLOCK LETTERS full name(s), postal address(es) and occupation(s) of transferee(s) for entry on the register.

(4) ROGER EDWIN CLYFFE BROOME and JUDITH MARY BROOME both of The Friary, South Street, Cuckfield, West Sussex (hereinafter called "The Transferee(s)") ⁽⁵⁾ (Company registration number XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX)

(5) On a transfer to a Company registered under the Companies Acts insert here the Company's registration number if entry thereof on the register is desired.

the land shown and edged with red on the ⁽⁶⁾ plan bound up within and known as... 39 High Street, Cuckfield being part of the land comprised in the title above mentioned

(6) See notes as to plan on page 4.

TOGETHER WITH (subject to the observance and performance of the covenants

being part of the land comprised in the title above mentioned) hereinafter contained)

1. The right for the Transferees and their successors in title in

(7) Or otherwise as the case may require e.g., on a single transfer "the remainder of the land comprised in the title above mentioned."

(8) Strike out words in italics if not required.

~~The Transferee(s) hereby covenant(s) with the Transferor(s) so as to benefit⁽⁷⁾ the land edged with blue on the plan bound up within or any part or parts thereof and so as to bind the land hereby transferred⁽⁸⁾ into whosoever hands the same may come but not so as to render the Transferee(s) personally liable in damages for any breach of a restrictive covenant after he/they shall have parted with all interest in the land hereby transferred as follows.~~

common with others to pass and repass with or without vehicles at all times over and along the area shown coloured green on the said plan for the purpose of access to and egress from the property hereby transferred.

2. The right for the Transferees and their successors in title in common with others to the free passage and running of gas water soil and electricity through the gas pipes, water pipes, sewers, drains and conductors of electricity within and under the balance of the land comprised in title no SX114577 (hereinafter called "the Retained Land") and through any pipes, drains, sewers or conductors which may be substituted therefor to and from the property hereby transferred.

3. The right for the Transferees and their successors in title in common with others on reasonable notice (save in case of emergency) to enter on to the retained land with or without workman and with appliances for the purposes of inspecting making laying repairing cleansing or maintaining any pipes drains sewers or conductors as specified in paragraph 2 above and for the purposes of inspecting, maintaining, decorating or replacing any walls, fences or buildings on the property hereby transferred

BUT EXCEPTED AND RESERVED unto the Transferor and his successors in title for the benefit of the Retained Land

1. Full rights of light and air and support for the existing buildings and other structures on the Retained Land or for any new building or structure that may be erected thereon within eighty years from the date hereof.

2. The right of free and uninterrupted passage and running of gas, water, soil and electricity through the gas pipes, water pipes, sewers, drains and conductors of electricity within and under the property hereby transferred and through any pipes drains sewers or conductors which may be substituted therefor to and from the Retained Land.

3. The right on reasonable notice (save in case of emergency) to enter on to

If space is not sufficient, additional sheets may be used provided they are securely sewn hereto: the execution and attestation should then be added at the end.

the property hereby transferred with or without workmen and/or appliances for the purpose of inspecting, making, laying, repairing, cleansing or maintaining any pipes, drains, sewers or conductors as specified in paragraph 2 above and for the purpose of inspecting, maintaining, decorating or replacing any walls, fences, or buildings on the Retained Land.

4. A right in common with others to pass and repass on foot only at all times over and along the area shown coloured blue on the said plan for the purpose of access to and egress from the Retained Land.

5. Such other rights and easements as would become appurtenant to the Retained Land by implication of law if the Transferor had sold it to another purchaser at the same time as the sale herein.

IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Transferees shall not be entitled to any implied right of light or air to the property hereby transferred which would restrict or interfere with the free use of the Retained Land for building or other purposes.

2. The boundary wall dividing the cottage and rear garden of No. 39 High Street aforesaid from the cottage and rear garden of No. 40 High Street aforesaid shall be designated a party wall.

THE TRANSFEREES HEREBY COVENANT jointly and severally with the Transferor so as to benefit the Retained Land or any part or parts thereof and so as to bind the land hereby transferred into whosoever hands the same may come but not so as to render the Transferees personally liable in damages for any breach of a restrictive covenant after they shall have parted with all interest in the land hereby transferred as follows:-

1. Forthwith to make good any damage caused in the exercise of the rights granted hereby to the Transferees.

2. To pay and contribute a fair proportion of the cost of renewal, repair, maintenance and cleansing of (a) the area shown coloured green on the said plan and (b) the gas pipes, water pipes, sewers, drains and conductors of electricity the use of which is common to the property hereby transferred and other properties.

3. To pay and contribute one half of the cost of repair, maintenance or

renewal of the party wall referred to above.

4. Not to erect between the points marked A-B and B-C on the said plan any wall, fence or other structure.

5. Not to erect or place on the said area coloured blue any building or other structure except a car port in accordance with the following provisions:-

Not to erect or place a car port on the said area coloured blue otherwise than in accordance with plans and specifications first approved in writing by the Transferor (such approval not to be unreasonably withheld)

6. Not to use the said area coloured blue otherwise than as and for the purpose of parking a private motor vehicle belonging to the owner or occupier for the time being of the property hereby transferred.

THE TRANSFEROR HEREBY COVENANTS with the Transferees so as to bind the Retained Land into whosoever hands the same may come and so as to benefit the land hereby transferred as follows:-

1. Forthwith to make good any damage caused in the exercise of the rights excepted and reserved to the Transferor hereby.

2. To pay and contribute a fair proportion of the cost of renewal, repair, maintenance and cleansing of the gas pipes, water pipes, sewers, drains and conductors of electricity, the use of which is common to the Retained Land and other properties.

3. To pay and contribute one half of the cost of repair, maintenance or renewal of the party wall referred to above.

(9) On a transfer to a sole proprietor, delete this clause. On a transfer to joint proprietors, delete the inappropriate alternative.

The transferees declare that the survivor of them ⁽⁹⁾ ~~can~~ cannot give a valid receipt for capital money arising on a disposition of the land hereby transferred.

(10) If a certificate of value for the purposes of the Stamp Act 1891 and amending Acts is not required, this paragraph should be deleted.

~~(10) It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £~~

(11) For use when the transferor is a company or corporation. Strike out when not required.

(11) The common seal of
.....

was hereunto affixed in the presence of

(12) Or other officers authorised by the articles of association, statute, charter, etc. (See footnote).

..... (12) Director
..... (12) Secretary

(13) For use when the transferor(s) is/are individuals. Strike out when not required.

(13) Signed, sealed and delivered by the said
ROBERT MICHAEL JOHN FOX

Robert Fox

in the presence of *Sally A. Cook*
Name *SALLY A. COOK*
Address *45, PONT STREET, LONDON SW1K 0BX*
Occupation *Articled Clerk*

(13) Signed, sealed and delivered by the said
ROGER EDWIN CLYFFE BROOME and
JUDITH MARY BROOME

Roger Broome

in the presence of *[Signature]*
Name
Address *49A The Broadway, Hove, Brighton, W. Sussex*
Occupation *Solicitor*

Note: In the case of a company or corporation, unless the transfer has been executed in accordance with section 74 (1) of the Law of Property Act 1925, it should be accompanied by a certificate signed by the secretary or solicitor of the company or corporation that the transfer has been duly executed in accordance with the company's articles of association or the corporation's statute, charter, etc.

Bind the page herein

RR file
W3X118023

(14) The Transferee(s) must execute this transfer in addition to the transferor(s)

(14) Signed, sealed and delivered by the said

JUDITH MARY BROOME

Judith M. Broome



in the presence of

W. Whyte

Name Mrs. W. Whyte

Address 65 BEACH GREEN, SHOREHAM-BY-SEA

Occupation SECRETARY

(14) Signed, sealed and delivered by the said

in the presence of

Name

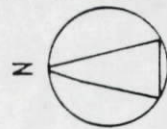
Address

Occupation



Notes as to transfers of part

1. Except as stated in note 4 below, a plan must be securely bound in the transfer in form 43. This plan, showing clearly the position and extent of the part transferred, should be drawn to a suitable scale, usually of not less than 1/2500. Where necessary, the part transferred should be related by means of figured dimensions to the physical features existing on the ground and shown by firm black lines on the official plan of the transferor's registered title these may be, for example, road junctions or walls or fences.
2. The transfer plan must be signed by the transferor(s), if a company or corporation, its common seal should be impressed on the transfer plan and attested. The transfer plan must also be signed by the transferee(s) or his or their solicitor(s) (r. 79 of the Land Registration Rules 1925).
3. It will greatly facilitate the registration of the transfer if the preceding application in form 94B for an official search is supported by a plan identical with that intended to be bound in the transfer itself.
4. Neither the application in form 94B nor the transfer in form 43 need include a plan when the part transferred is already clearly defined by means of a colour or number reference on the official plan of the transferor's registered title. It is then permissible to define the part being transferred merely by referring in the form 94B or the form 43 to the colour or number shown on that official plan.
5. Transferors should urge their transferees:
 - (a) to apply for an official search in form 94B not less than 3 or 4 days before the date arranged for the completion of the transfer, and
 - (b) to register the transfer immediately after it has been completed, particularly when there are other pending transactions affecting the transferor's registered title.
6. The application (form A5) to register the transfer must be accompanied, not only by the original transfer, but also by a certified true copy of the transfer including the plan (r. 135 of the 1925 Rules)



WSX118023



ALBION HOUSE,
LEWES, SUSSEX.
Tel. Lewes 77022



**Clifford Dann
& Partners**
Chartered Surveyors

Date May 1987 Ref.

39 High Street, Cuckfield, W. Sussex.

Scale 1:500

Client Mr R. M. J. Fox,



C10324