# **HM Land Registry**

# Transfer of part of registered title(s)



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.

For information on how HM Land Registry processes your personal information, see our <u>Personal Information</u> <u>Charter</u>.

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred:  LL379219
		LL37-32-13
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:
Insert address, including postcode (if any), or other description of the property	3	Property:
transferred. Any physical exclusions, such as mines and minerals, should be defined.		School House, Stainton Le Vale, Market Rasen, LN8 6HP
Place 'X' in the appropriate box and complete the statement.		The property is identified
For example 'edged red'.		on the attached plan and shown: edged red
For example 'edged and numbered 1 in blue'.		on the title plan(s) of the above titles and shown:
Any plan lodged must be signed by the transferor.		
Remember to date this deed with the day of completion, but not before it has been signed and witnessed.	4	Date:
Give full name(s) of <b>all</b> of the persons transferring the property.	5	Transferor:
		[ ]
Complete as appropriate where the transferor is a company.		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 the United Kingdom including any prefix:
Give full name(s) of <b>all</b> the persons to be shown as registered proprietors.	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 HM Land Registry		For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:
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		For overseas companies (a) Territory of incorporation:

Land Registration Rules 2003. (b) Registered number in the United Kingdom including any prefix: Each transferee may give up to three Transferee's intended address(es) for service for entry in the addresses for service, one of which must register: 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 School House, Stainton Le Vale, Market Rasen, LN8 6HP electronic address. 8 The transferor transfers the property to the transferee Place 'X' in the appropriate box. State the Consideration currency unit if other than sterling. If none of the boxes apply, insert an appropriate The transferor has received from the transferee for the memorandum in panel 12. 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. 10 The transferor transfers with full title guarantee Add any modifications. limited title guarantee Where the transferee is more than one 11 Declaration of trust. The transferee is more than one person person, place 'X' in the appropriate box. and they are to hold the property on trust for themselves as joint tenants omplete as necessary. they are to hold the property on trust for themselves as The registrar will enter a Form A tenants in common in equal shares restriction in the register unless: an 'X' is placed: in the first box. or in the third box and the details of they are to hold the property on trust: 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 <u>land</u> for further guidance. These are both available on the GOV.UK website. Use this panel for: Additional provisions 12 definitions of terms not defined above **12 Definitions:** rights granted or reserved restrictive covenants other covenants In this Transfer the following words and expressions have the agreements and declarations following meanings any required or permitted statements other agreed provisions. The prescribed subheadings may be "Property" the land hereby transferred and shown 12.1 added to, amended, repositioned or omitted. edged red on the Plan Any other land affected by rights granted 12.2 "Plan" means the plan annexed to this Transfer or reserved or by restrictive covenants should be defined by reference to a plan.

- 12.3 "Retained Land" means that part of the property retained by the Transferor comprised in the above title not hereby transferred
- 12.4 "Septic Tank Soakaways" means all soakaways pipes drains drainage fields and any ancillary apparatus at the date hereof located on the Retained Land and serving and connected to any septic tank on the Property
- 12.5 "Service Media" means all or any pipes mains drains channels watercourses wires cables and other conducting media and any ancillary apparatus and inspection chambers excluding the Septic Tank Soakaways
- 12.6 References to the owners of the Property are to the Transferee and their 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.
- 12.7 References to the Property include the whole and every part of the Property and reference to the Retained Land include the whole and every part of the Retained Land.
- 12.8 The disposition effected by this transfer is subject to:-
- 12.8.1 any matters discoverable by inspection of the Property before [ ] 2024
- 12.8.2 any matters which the Transferor does not and could not reasonably know about
- 12.8.3 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before [ ] 2024
- 12.8.4 public requirements
- 12.8.5 any matters which are unregistered interests other than occupational rights which override registered dispositions under Schedule 3 to the Land Registration Act 2002

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

## 13 Rights granted for the benefit of the Property

- 13.1 The following rights are granted to the Transferee for the benefit of the Property and every part thereof capable of being benefited and is exercisable not only by the Transferee and their successors in title but where appropriate also by all person authorised by them (and where such right is stated to be in common then in common with the Transferor and the persons deriving title under them and all other persons having the like right):
- 13.1.1 the right to use all Service Media laid in or upon the Retained Land and which serve the Property or any part thereof at the date hereof and freely to run and pass water soil electricity data and telecommunications through and along the same or any of them

- 13.1.2 the right to enter but on not less than 10 days' notice (except in the case of emergency) on such parts of the Retained Land as may be reasonably necessary with or without workmen and equipment for any of the purposes of inspecting repairing and maintaining the Service Media which are at the date hereof under over or upon the Retained Land subject to the Transferee or other persons exercising this right causing as little damage as possible and making good all damage caused and paying reasonable compensation for any damage which is incapable of remedy and further provided that nothing in this clause shall permit the Transferee or other persons exercising this right to lay or install any new Service Media.
- 13.1.3 the right to use the Septic Tank Soakaways and freely to pass and run water through and along the same or any of them provided that this right shall lapse and be extinguished three months from the date hereof and further provided that this right may only be exercised subject to the Transferee complying with any statutory legislation rules or guidance relating to the use of the Septic Tank Soakaways.

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

# 14 Rights reserved for the benefit of the Retained land

- 14.1 The following rights are reserved to the Transferor for the benefit of the Retained Land and every part thereof capable of being benefited and is exercisable not only by the Transferor and their successors in title but where appropriate also by all person authorised by them (and where such right is stated to be in common then in common with the Transferee and the persons deriving title under them and all other persons having the like right):
- 14.1.1 the right to use all Service Media laid in or upon the Property and which serve the Retained Land or any part thereof at the date hereof and freely to run and pass water soil electricity data and telecommunications through and along the same or any of them
- 14.1.2 the right to enter but on not less than 10 days' notice (except in the case of emergency) on such parts of the Property as may be reasonably necessary with or without workmen and equipment for any of the purposes of inspecting repairing and maintaining the Service Media which are at the date hereof under over or upon the Property subject to the Transferor or other persons exercising this right causing as little damage as possible and making good all damage caused and paying reasonable compensation for any damage which is incapable of remedy and further provided that nothing in this clause shall permit the Transferor or other persons exercising this right to lay or install any new Service Media.

#### 15 Restrictive covenants by the transferee

15.1 The Transferee jointly and severally covenants with the

Include words of covenant.

Transferor for the benefit of the Retained Land and every part thereof capable of being benefitted thereby and so as to bind (as far as may be) the whole or part or parts concerned (as the case may be) of the Property into whosoever hands the same may come:

#### 15.1.1 No Nuisance

Not to do or suffer to be done on the Property any act matter or thing which is or may be deemed to be or become a nuisance damage grievance annoyance or inconvenience to the owners of the Retained Land (or any part of it) or their tenants or occupiers of the Retained Land

## 15.1.2. No Objections

Not to object to normal farming operations carried out by the Transferor or its servants agents and licensees upon the Retained Land nor to object to any applications for planning permission on the Retained Land.

### 15.1.3 Single Private Dwelling

not to use or permit to be used the Property for any purpose other than in connection with that of a single private dwelling house and not to carry on upon the Property or any part thereof any trade, business or profession which will cause a nuisance

## 15.1.4 Fencing

not to erect or permit to be erected any form of gate, stile or other such opening or means of accessing the Retained Land along any of the boundaries of the Property

#### 15.1.5 Existing Buildings

not to (or allow to):-

add, alter or extend the Property including but not limited to its external plan and /or elevation without first notifying the Transferor in writing of its intentions. Upon notifying the Transferor, the Transferee shall not carry out such works without first receiving the Transferor's written consent (such consent not to be unreasonably delayed). The Transferee shall be responsible for the Transferor's reasonable fees in connection with such consent

## 16 Positive covenants by the Transferee

The Transferee jointly and severally 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:

16.1 to forever hereafter maintain in good repair and in stockproof condition the fencing and hedging along the boundaries of the Property marked with an inward facing "T" on the Plan

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

16.2 to forthwith and in any event no later than three months from the date hereof to install replacement soakaways to serve the septic tank on the Property and to disconnect the Septic Tank Soakaways.

### 17. Indemnity Covenant

The Transferee covenants with the Transferor by way of indemnity only that it and its successors in title will at all times hereafter observe and perform the covenants and stipulations contained mentioned and/or referred to in the Registers of Title Number LL379219 and the documents referred to therein so far as the same relate to the Property and are still subsisting and capable of being enforced and will indemnify and keep indemnified the Transferor against all actions claims demands and costs in connection with any future breach non-observance or non-performance thereof

### 18. Agreements and Declarations

18.1The 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 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.

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 <u>Joint property ownership</u> and <u>practice guide 24: private trusts of land</u> for further guidance.

Examples of the correct form of execution are set out in <u>practice guide 8: execution of deeds</u>. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

19	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.

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