

# HM Land Registry

## Transfer of part of registered title(s)

# TP1

**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 [Personal Information Charter](#).

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.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

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

1	Title number(s) out of which the property is transferred: HD474589
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Plot [     ] at Beechwood House, Thorley Lane East, Thorley, Bishop's Stortford, CM23 4BH</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</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: Isle of Man (b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</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: (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.

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

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

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):
- 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 Definitions

12.1.1 "the Plan" means the Plan annexed to this Transfer.

12.1.2 "The Property" means all and every part of the land hereby transferred as the context permit.

12.1.3 "Retained land" means the remainder of the land now or

or reserved or by restrictive covenants should be defined by reference to a plan.

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

formerly included in the parent title comprised in the title above referred to

12.1.4 "the Access Way" means the roadway or path coloured black on the Plan

12.1.5 The Transferee includes the successors in title of the Transferee the owner or owners for the time being of the Property and each and every part of the Property.

12.1.6 The Transferor includes the successors in title of the Transferor the owner or owners for the time being of the Retained Land and each and every part of the Retained Land.

12.1.7 "Services" means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel oil and other similar services.

12.1.8 "the Service Media" are the sewers, drains, watercourses, pipes, wires and cables and other conduits now present or installed in the future for the passage of Services

12.1.9 "Title Matters" means the agreements, covenants, restrictions, stipulations and other matters contained or referred to in the title registered under the title number HD474589

#### Rights granted for the benefit of the property

12.2 The Property is transferred together with the following Rights:

12.2.1 The Property is sold together with the rights (in common with all others entitled to the like right) referred to in the Property Register of the Transferor's title.

12.2.2 The right in common with the owners of the Retained Land and those authorised by them to connect to and use the Service Media in, on under or over the Retained Land for the passage of the Services to and from the Property. The benefit of this right is subject to the owners of the Property paying to the owners of the Retained Land a fair and proper proportion of the costs of installing, repairing, maintaining, replacing, renewing and cleaning any of the Service Media used in common between the Property and the Retained Land and all such costs so incurred in relation to any Service Media which serve only the Property together with ancillary rights of entry for the purpose of inspection and maintenance and repair.

12.2.3 A right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the Access Way and on foot only over and along paths shown for identification coloured black for the purpose of gaining access to the Property.

12.2.4 The right for the owners of the Property and those authorised by them to enter and remain upon so much of the Retained Land as is necessary by prior written appointment (except in the case of an emergency) with or without workmen plant and equipment:

- a) to repair, maintain, replace, renew, clean connect to and sever connections with any Service Media over which rights are reserved by this transfer; and
- b) to repair, maintain, decorate, replace, renew and clean any buildings or fences on the Property and the

Retained Land

12.2.5 The right of support for the Property and any buildings on it from the Retained Land and any buildings on it.

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

12.3 The Property is transferred excepting and reserving to the Transferor and its successors in title for the benefit of the Retained Land and each and every part thereof the following:

12.3.1 The Property is sold subject to the exceptions and reservations covenants and conditions agreements and declarations set out or referred to in the Charges Register of the Transferor's title so far as the same are still subsisting and affect the Property and are capable of being enforced.

12.3.2 Full and free right and liberty to build any new buildings or other temporary or permanent structures on the Retained Land.

12.3.3 The right in common with the owners of the Property and those authorised by them to connect to and use the Service Media in, on under or over the Property for the passage of the Services to and from the Retained Land together with ancillary rights of entry for the purpose of inspection maintenance and repair.

12.3.4 A right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the Access Way [and on foot only over and along paths shown for identification coloured black for the purpose of gaining access to the Property].

12.3.5 The right for the owners of the Retained Land and those authorised by them to enter and remain upon so much of the Property as is necessary by prior written appointment (except in the case of an emergency) with or without workmen plant and equipment:

a) to repair, maintain, replace, renew, clean connect to and sever connections with any Service Media over which rights are reserved by this transfer; and

b) to repair, maintain, decorate, replace, renew and clean any buildings, bridleways or fences on the Property and the Retained Land.

12.3.6 The right of support for the Retained Land and any buildings on it from the Property and any buildings on it.

Include words of covenant.

Restrictive covenants by the transferee

12.4 The Transferee covenants with the Transferor to observe and perform the following Restrictive Covenants with the intention that the burden of this covenant shall run with and bind each and every part of the Property and that the benefit of this covenant shall be annexed to and run with all parts of the Retained Land as from time to time remain unsold by the Transferor or has from time to time been sold by the Transferor with the express benefit of this covenant.

12.4.1 Not to do or permit to be done anything which may be a nuisance or annoyance to the Transferors or their successors on title of the Retained Land or to the owners or occupiers of any adjoining or neighbouring property.

12.4.2 Not to construct or place any new buildings or

other temporary or permanent structures on the Property or make any external alterations or addition to the buildings on the Property without the prior written consent of the owners of the Retained Lane, such consent not to be unreasonably withheld or delayed.

12.4.3 Not to construct any new buildings on the Property or rebuild extend alter or carry out any other works to any buildings from time to time on the Property in a manner which restricts or interrupts the passage of light and air to any buildings from time to time upon the Retained Land.

12.4.4 The Transferee shall not object directly or indirectly, to any planning application or appeal made by the Transferor in relation to the Retained Land pursuant to the Town and Country Planning Act 1990, as amended, and the rules, regulations and orders made under it or continued by it, as they apply from time to time.

12.4.5 The Transferee shall pay and contribute a fair proportion of the cost of maintaining the Access Way and pathways and any service media on under or over the Retained Land to be determined by the Transferor from time to time.

12.4.6 The Transferee shall not block or obstruct the Access Way or any part of it.

12.4.7 The Transferee shall not permit any rubbish, litter, obstruction or any other article, object or thing to remain on that part of the Access Way which adjoins the Property (whether deposited by the Transferee or not).

12.4.8 The Transferee hereby covenants with the Transferors by way of indemnity only to observe and perform the covenants contained or referred to in the Charges Register of the title above referred to and to indemnify the Transferors and their estates and effect against any liability from their breach of non-observance.

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

12.5 The Property is transferred subject to the following Agreement and Declarations

12.5.1 Where appropriate any rights granted by or reserved out of this transfer are subject to the persons exercising them:

12.5.2 At reasonable times only and on giving reasonable notice (save in an emergency when no notice will be required) of the intention to exercise the said rights.

12.5.3 Causing as little damage and inconvenience as is reasonably possible and making good the damage caused to the land affected to the reasonable satisfaction of the owner or occupier thereof.

12.5.4 Paying reasonable compensation to the owner or occupier of the land affected for physical damage to such parts of the land affected thereby not capable of being made good as mentioned above.

12.5.5 Taking all reasonable care for the persons lawfully occupying or using those parts of the land entered in the exercise of the said rights.

12.5.6 The owners for the time being of the Property shall not be entitled to claim the benefit of any rights of light or air over the Retained Land. This constitutes a consent for the purposes of section 3 Prescription Act 1832.

12.5.7 All walls, fences, hedges and other boundary structures dividing the Property from the Retained Land are to be party structures and maintained accordingly.

12.5.8 The Transferee covenants (jointly and severally) with the Transferor that the Transferee and [its][their] successors in title to the Property will comply with the Title Matters so far as they are enforceable and affect the Property and will indemnify the Transferor against all actions, claims, demands and proceedings taken or made against the Transferor and all costs, damages, expenses, liabilities and losses incurred by the Transferor arising from their breach.

## 12.6 Overage Provisions

12.6.1 In this clause, unless the context otherwise requires the following expressions have the following meanings:

"Beneficiary" means [ ] c/o [ ]

"Current Use Value" in relation to a given Trigger Date means the Open Market Value of the Relevant Land at that date on the basis that:

(a) It is not lawful to change the state or use of the Relevant Land by carrying out on it any Material Development from that existing immediately before the Trigger Date; and

(b) that any lawful Development of the Relevant Land that has occurred is ignored; and

(c) on the assumption (whether or not such be the case) that the Relevant Land is free from encumbrances (save for any easements or covenants affecting the same as the date of this Transfer or granted thereby) as the Relevant Land is to be sold with vacant possession

"Development" has the meaning given to it by section 55 of the Town and Country Planning Act 1990

"Development Value" means the difference between the Enhanced Value and the Current Use Value of the Relevant Land

"Disposal" is construed widely and includes a lease or grant of easement

"Enhanced Value" of the Relevant Land at a given time means:

(a) if Planning Permission has been granted for the Material Development in question the Open Market Value of the Relevant Land with the benefit of that Planning Permission

(b) if Planning Permission for the Material Development in question is required but has not been obtained or is not needed for Open Market Value of the Relevant Land on the assumption that Planning Permission for the Material Development in question has been granted

(c) in both cases the Relevant Land being valued on the assumption (whether or not such be the case) that it is free from encumbrances (save for any easements or covenants affecting the same at the date hereof) and the Relevant Land is to be sold with vacant possession

"Excepted Disposal" means one or more of the following:

(a) any mortgage or charge of the Property or any part of it

(b) the granting of a licence or a tenancy in respect of the Property or any part of it on terms which (under the law prevailing at the time) would entitle the owner of the Property without obtaining any court order and without taking any steps save for service of notice on the occupant to vacant possession not later than 23 months from the date of such grant

(c) the granting of an easement over or the giving of a covenant affecting any part of the Property which in either case does not materially affect the value of it.

"Interest Rate" means 4% above the base rate from time to time of National Westminster Bank plc

"Material Development" means any Development of the Relevant Land within the Period for which Planning Permission is required (including Development for which at the relevant time Planning Permission has been granted by means of a development order which comes within the scope of section 59 of the Town and Country Planning Act 1990) which would when implemented increase the value of the Relevant Land but does not include any Development consisting solely of the laying of pipes cables or other media for the purposes of meeting statutory obligations in relation to the supply of gas water, electricity or other services to the general public

"Open Market Value" means the price at which the sale of the Relevant Land in question might reasonably be expected to have been completed unconditionally for cash consideration on the date in question assuming:

(a) a willing vendor and a willing purchaser

(b) that prior to the date of valuation there had been a reasonable period (having regard to the nature of the land in question and the state of the market) for the proper marketing of the Relevant Land for the agreement of price and terms for the completion of the sale;

(c) that no account is taken of the possibility that there may be a willing purchaser who by reason of ownership of adjoining land or otherwise may be regarded as a special purchaser

"Planning Acts" include the Town and Country Planning

Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and any subsequent legislation of a similar nature and any regulation or direction in pursuance of any of them

"Planning Permission" means a permission for Development required by reason of the Planning Acts

"Period" means the period of 80 years from the date hereof

"Perpetuity Period" means the period of 80 years from the date hereof being the Perpetuity Period for the purpose of the Perpetuities and Accumulations Act 1964

"Relevant Disposal" means any disposal of the whole or any part of the Property or any interest in it whether by sale or lease gift or otherwise other than an Excepted Disposal

"Relevant Land" means the land forming part of the Property for which Planning Permission is granted after the date hereof or on which any Material Development is begun after the date hereof.

"Relevant Percentage" means twenty five per cent (25%)

"Service Media" means all pipes, drains, wires, sewers, watercourses, cables, channels, gutters, soakaways, conduits and other conducting media whatsoever (and any structures incidental to the use thereof) now or hereafter constructed

"Transferee's Successors" means the successors in title of the Transferee to the Property and the owners and occupiers for the time being of such property and each and every part of it

"Trigger Date" means the earlier of the date on which Planning Permission is obtained for a Material Development of the Relevant Land and/or the date a Material Development commences if planning permission for such development has not been granted or required.

12.6.2 The Transferee shall give written notice of the occurrence of a Trigger Date (a "Trigger Date Notice") within 21 days of a Trigger Date and shall pay to the Transferor (or, in the Transferor's discretion, the Beneficiary) a registration fee of not less than three hundred and fifty pounds exclusive of Value Added Tax.

12.6.3 If a Trigger Date Notice is served at any time during the Period the Transferee and the Transferor or in the alternative or at the Transferor's discretion the Beneficiary shall attempt to agree the Development Value

12.6.4 Any dispute concerning matters of valuation arising by reason of the provisions of this Transfer may be referred by either party to an independent valuer (acting as an expert not as an arbitrator)

12.6.5 The independent valuer will be appointed by agreement between the parties or failing agreed then on the application by either party to the President for the time being of the Royal Institution of Chartered Surveyors

12.6.6 The fees and expenses of the independent valuer and the costs (if any) of his or her appointment will be borne equally by the Transferee parties who will otherwise bear their own costs and expenses

12.6.7 The parties will be entitled to make representations and counter representations to the independent valuer

12.6.8 The Transferee covenants with the Transferor that he will:



12.6.8.1 Not later than 10 working days after the later of:

(a) any Trigger Date and

(b) the date upon which the Development Value is either agreed or determined pursuant to the relevant clauses of this Transfer

pay to the Beneficiary a sum equal to the Relevant Percentage of the Development Value of the Relevant Land as at the Trigger Date exclusive of Value Added Tax and shall pay to the Beneficiary) a registration fee of not less than three hundred and fifty pounds exclusive of Value Added Tax.

12.6.8.2 In the event and to the extent that any monies to be paid by the Transferee pursuant to this Transfer are not paid within 10 working days following the latter of a Trigger Date and the date on which the Development Value has either been agreed or determined pursuant to the relevant clauses of this Transfer to pay to the Beneficiary interest at the Interest Rate from time to time in force on such amounts as are from time to time due to the Transferor until payments are made in full.

12.6.9 Following receipt of the payments referred to in clauses 12.6.8.1 and (if applicable) 12.6.8.2 above or at the expiry of the Period (if appropriate) the Transferor will provide a certificate to the Transferee (in such form as the Transferee reasonably requires) confirming that such part of the Relevant Land in question is released absolutely from the provisions of this

Schedule within 5 working days of receipt of a registration fee of not less than three hundred and fifty pounds exclusive of Value Added Tax.

12.6.10 For the avoidance of doubt payment of the Relevant Percentage of the Development Value may be made on more than one occasion if a subsequent Planning Permission or Planning Permission are obtained and a Trigger Date has occurred in respect of such Planning Permission or Planning Permissions

12.6.11 Any further payment of the Relevant Percentage of the Development Value shall be taken into account and shall be reduced by any payment in respect of the Development Value previously paid

12.6.12 The Transferee covenants with the Transferor and the Beneficiary that on any Relevant Disposal of the Property or any part thereof during the Period to procure that the person in whose favour the Disposal is made enters into a deed of covenant at the expense of that person with the Transferor (to which the Transferor shall be a party) to pay the sums due under this Transfer (other than such sums which have before such Relevant Disposal been paid to the Transferor) at the same time and in the same manner as the Transferee is bound by the Transfer to pay and the new deed will contain such provisions as are necessary to take account of the particular extent of the Property or the nature of the interest in it that is the subject of the disposition in question and shall also contain a release of the Transferee from the covenants contained herein, such for to be approved by the Transferor.

12.6.13 The Transferee shall apply at its own cost to the Chief Land Registrar to enter in the title to the Property a restriction in the following standard form "No disposition of the registered estate by the proprietor of the registered Estate or by the proprietor of a registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed on behalf of

[ ] by a Director or its secretary that the provisions of clause 12.6 to the Transfer dated [ ] and made between

(1) [ ] and (2)[ ] have been complied with.

12.6.14 The Transferees shall provide the Transferor with a certified copy of the registered entries of the Property setting out the restriction within 15 working days of receipt of the same from the Land Registry and shall pay to the Transferor (or, in the Transferor's discretion, the Beneficiary) a registration fee of not less than three hundred and fifty pounds exclusive of Value Added Tax.

12.6.15 The Transferee covenants with the Transferor that:

12.6.15.1 the Transferee shall apply for the withdrawal of the restriction entered against the title to the Property after the end of the Period at its own cost

12.6.15.2 The Transferee shall provide a certified copy of the registered entries of the Property within 3 working days of receipt evidencing the withdrawal of the restriction and shall pay to the Transferor (or, in the Transferor's discretion, the Beneficiary) a registration fee of not less than three hundred and fifty pounds exclusive of Value Added Tax.

12.6.16 The Transferee covenants with the Transferor that the Transferee shall pay the Transferor's legal and surveyor's costs and disbursements including any irrecoverable Value Added Tax incurred in connection with:

12.6.16.1 each deed of covenant

12.6.16.2 the entry and withdrawal of each restriction against the title to the Property; and

12.6.16.3 the Transferor granting written consent to each Relevant Disposal

such costs incurred by the Transferor pursuant to this clause shall be a debt due from the Transferee to the Transferor and payable on demand

12.6.17 On 1 January each year, the Transferee shall serve a notice on the Beneficiary confirming the following:

12.6.17.1 The name and address of the legal owner of the Property

12.6.17.2 The name and address of any beneficial owner of the Property

12.6.17.3 Whether any application for permission from the relevant local planning authority to carry out any Development has been made in relation to the Property

12.6.17.4 Whether any Development has been carried out on the Property

12.6.17.4 Whether any Disposals of the Property (including Excepted Disposals) have been made (including provision of the details of said Disposals)

and shall pay to the Beneficiary a registration fee of one thousand pounds exclusive of Value Added Tax, such registration fee to double on the tenth anniversary and each subsequent tenth anniversary.

12.6.18 the Transferor and Transferee agree that the provisions of clause 12.6 may be enforced by the Beneficiary.

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.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). 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.

### 13 Execution

Executed as a deed by [ ] a company incorporated in the Isle of Man acting by [ ] who, in accordance with the laws of that territory is acting under the authority of the company

Signature in the name of the company

.....

Authorised signatory

.....

Executed as a deed by

Signature .....

In the presence of:

Signature of witness.....

Name ( IN BLOCK CAPITALS)

Address

#### 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.