

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: CU113077
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>Lot 1, 9.07 acres of Land at Lowside Farm, Helton, Penrith, Cumbria, CA10 2QB</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged blue</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: Patricia Ellithorn</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>
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:</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.

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

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

The covenants implied under the LPMPA 1994 are modified so that the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:

- i. make proper searches; or
- ii. raise requisitions on title or on the results of the Transferee's searches.

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

1 Definitions

- 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.

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

Conditions for Entry: the conditions to which any right to enter excepted and reserved by clause 2 is subject, namely 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 need be given in an emergency);
- c) causing as little damage as possible 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.

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

Plan: the plan attached to this transfer.

Reservations: the rights excepted and reserved to the Transferor in clause 2.

Transferor's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Transferor has an interest known as Lot 2, 9.22 acres of Land at Lowside Farm, Helton, Penrith, Cumbria, CA10 2QB being part of the land registered at HM Land Registry with title number CU113077 shown edged red on the Plan.

1.2 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.4 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Clause headings shall not affect the interpretation of this transfer.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.
- 1.9 The Reservations are excepted and reserved from this transfer for the benefit of the Transferor's Neighbouring Property.
- 1.10 The Reservations may be exercised by the Transferor notwithstanding that the exercise of any of the Reservations or the 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.
- 1.11 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.
- 1.12 The disposition effected by this transfer is subject to:
 - (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 03 January 2024 at 10:49:37 under title number CU113077;
 - (b) any matters discoverable by inspection of the Property before the date of this transfer;
 - (c) any matters which the Transferor does not and could not reasonably know about;
 - (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the

Property;

- (e) any notice, order or proposal given or made by a body acting on statutory authority; and
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

1.13 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 LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

1.14 The Property shall 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.

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

None

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

2 Rights reserved for the benefit of other land

The Transferor excepts and reserves out of the Property for the benefit of the Transferor's Neighbouring Property:

- (a) 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 to inspect or carry out works to the boundary wall dividing the Property from the Transferor's Neighbouring Property.

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

3 Indemnity covenant

The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the charges register of CU113077 in so far as they relate to the Property and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

4 Agreements and declarations

4.1 The boundary marked with an outward facing "T" mark between the Property and the Transferor's Neighbouring Property on the Plan belongs to the Transferor's Neighbouring Property and shall be maintained and repaired by the owner for the time being of the Transferor's Neighbouring Property.

4.2 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.

4.3 This deed 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.

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

Signed as a deed by PATRICIA ELLITHORN in the presence of

Signature: _____

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.