

# 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.

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.

|   |   |
|---|---|
| 1 | Title number(s) out of which the property is transferred:   |
| 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>Part OS field number 9012 (formerly OS field number 92) and being a parcel of land adjoining a barn at Town End, Penruddock, Penrith, Cumbria and being part of the land comprised in an Assent dated 5<sup>th</sup> October 1985 and made by Ethel Mary Holliday and Howard William Holliday in favour of Ethel Mary Holliday, Howard William Holliday and Josephine Mary Wood ("the 1985 Assent").</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: 15 <sup>th</sup> April 2021   |
| 5 | <p>Transferor:</p> <p>Josephine Mary Wood and Howard William Holliday</p> <p><u>For UK incorporated companies/LLPs</u><br/>Registered number of company or limited liability partnership including any prefix:<br/><u>For overseas companies</u><br/>(a) Territory of incorporation:<br/>(b) Registered number in England and Wales including any prefix:</p>   |
| 6 | <p>Transferee for entry in the register:</p> <p>Ian Crewe and Julie Crewe</p> <p><u>For UK incorporated companies/LLPs</u><br/>Registered number of company or limited liability partnership including any prefix:<br/><u>For overseas companies</u><br/>(a) Territory of incorporation:<br/>(b) Registered number in England and Wales including any prefix:</p>   |
| 7 | <p>Transferee's intended address(es) for service for entry in the register:</p> <p>2 Side Bank, Penruddock, Penrith, Cumbria, CA11 0RB</p>  |
| 8 | The transferor transfers the property to the transferee   |

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.

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.

9

## Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):  
Ten thousand pounds (£10,000.00).
- ☐ 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 implied covenants for title are modified so that:

- a) the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferees failure to:
- i. make proper searches; or
  - ii. raise requisitions on title or on the results of the Transferees searches; and
- b) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Transferor.

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

12.1

### Definitions and Interpretations

12.1.1

In this Transfer the following words and expressions have the following meanings:-

"Plan 1" the plan attached hereto and marked Plan 1.

"Plan 2" the plan attached hereto and marked Plan 2.

"Property" the property hereby transferred as defined in Panel 3.

"Retained Land" OS field numbers 9012 and 7200 (except for the Property) being part of the land comprised in the 1985 Assent and showed edged blue on Plan 2.

"Working Day" any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

12.1.2 In this transfer references to the owners of the Property are to the Transferee and its 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.

12.1.3 In this transfer references to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.

12.1.4 In this transfer unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, take account of any amendment, extension, application or re-enactment and includes any sub-ordinate legislation for the time being in force made under it.

Rights granted for the benefit of the Property

12.2 The right is granted out of the Retained Land for the benefit of the Property.

12.1 The right with or without employees and workmen at all reasonable times and on reasonable notice to enter the Retained Land for the purposes of repairing maintaining constructing or renewing the stockproof fence separating the Property from the Retained Land where those works cannot otherwise be conveniently or effectively carried out, the person or persons exercising any of these rights causing as little inconvenience as possible and making good any damage caused as soon as reasonably practicable.

Rights reserved for the benefit of the Retained Land

12.3 The right is excepted and reserved out of the Property for the benefit of the Retained Land to:-

12.3.1 Use any part of the Transferor's Retained Land as the Transferor thinks fit; and

12.3.2 Construct on the Retained Land any buildings or structures notwithstanding that the same may affect or diminish the light or air now or hereafter to be enjoyed by the occupiers of any buildings at any time on the Property.

12.4.

Transferee's Restrictive Covenant

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

12.4.1

Not to erect any building or structure (whether temporarily or permanent) on the Property without the prior written consent of the Transferor PROVIDED THAT a good quality garden shed, garden hut or greenhouse of a size compatible with the Property may be erected without such consent;

12.4.2

Not to use the Property for any purpose other than a use associated with and ancillary to the use of the Old Joiner Shop (as registered at the Land Registry under title number CU286031) as one residential dwelling;

12.4.3

Not to use the Property for any noisy, offensive, illegal or immoral purpose;

12.4.4

Not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring Property PROVIDED THAT the use of the Property in connection with the development of the Transferees' adjoining property known as Old Joiner's Shop shall not be deemed to be a breach of this covenant; Not to park caravans, mobile homes, lorries, derelict vehicles or trade vehicles (except trade vehicles in the course of delivering goods to or supplying services to the Property) on the external areas of the Property;

12.4.5

Not to make any objection to any planning application which the Transferor and its successors in title may submit in respect of the Retained land or any part thereof.

12.4.6

Transferee's Positive Covenant

12.5

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it within 1 month of the date of this Transfer to erect (and at all times thereafter keep in good and substantial repair) a stock proof fence of a type and height and consisting of materials previously approved in writing by the Transferor along the whole length of all external boundaries of the Property where they adjoin the Retained Land.

12.6

Transferor's Positive Covenants

None.

12.7

Agreements and Declarations

The Transferor and the Transferee agree and declare that:

12.7.1

All matters recorded at the date of the transfer in registers open to the public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of Section 6(2)(a) of the Law of Property Act (Miscellaneous Provisions) Act 1994, notwithstanding Section 6(3) of that Act;

12.7.2

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 the Transferor except as expressly mentioned in or created by this transfer;

12.7.3

The Transferor on behalf if 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 Transferors Retained Land but such consent shall 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.

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



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.

13

## Execution

Signed as a Deed by  
JOSEPHINE MARY WOOD *Josephine M. Wood* X  
in the presence of:

W Signature *Duncan Mackenzie*  
I Name *DUNCAN MACKENZIE*  
T Address *THE HERMITAGE*  
N *MOTHERBY*  
E *PENRITH*  
S *CA 11 ORJ*  
S Occupation *ARCHITECT*

Signed as a Deed by  
HOWARD WILLIAM HOLLIDAY *Howard William Holliday*  
in the presence of:

W Signature X *C. S. Oliver* X  
I Name X *CHRISTIAN S. OLIVER* X  
T Address X *83 DERBY RD* X  
N *DUPPERS*  
E *DERBY DE 56 4 FL*  
S  
S Occupation X *BUILDER* X

Signed as a Deed by  
IAN CREWE  
in the presence of:

W Signature  
I Name  
T Address  
N  
E  
S  
S Occupation

Signed as a Deed by  
JULIE CREWE  
in the presence of:

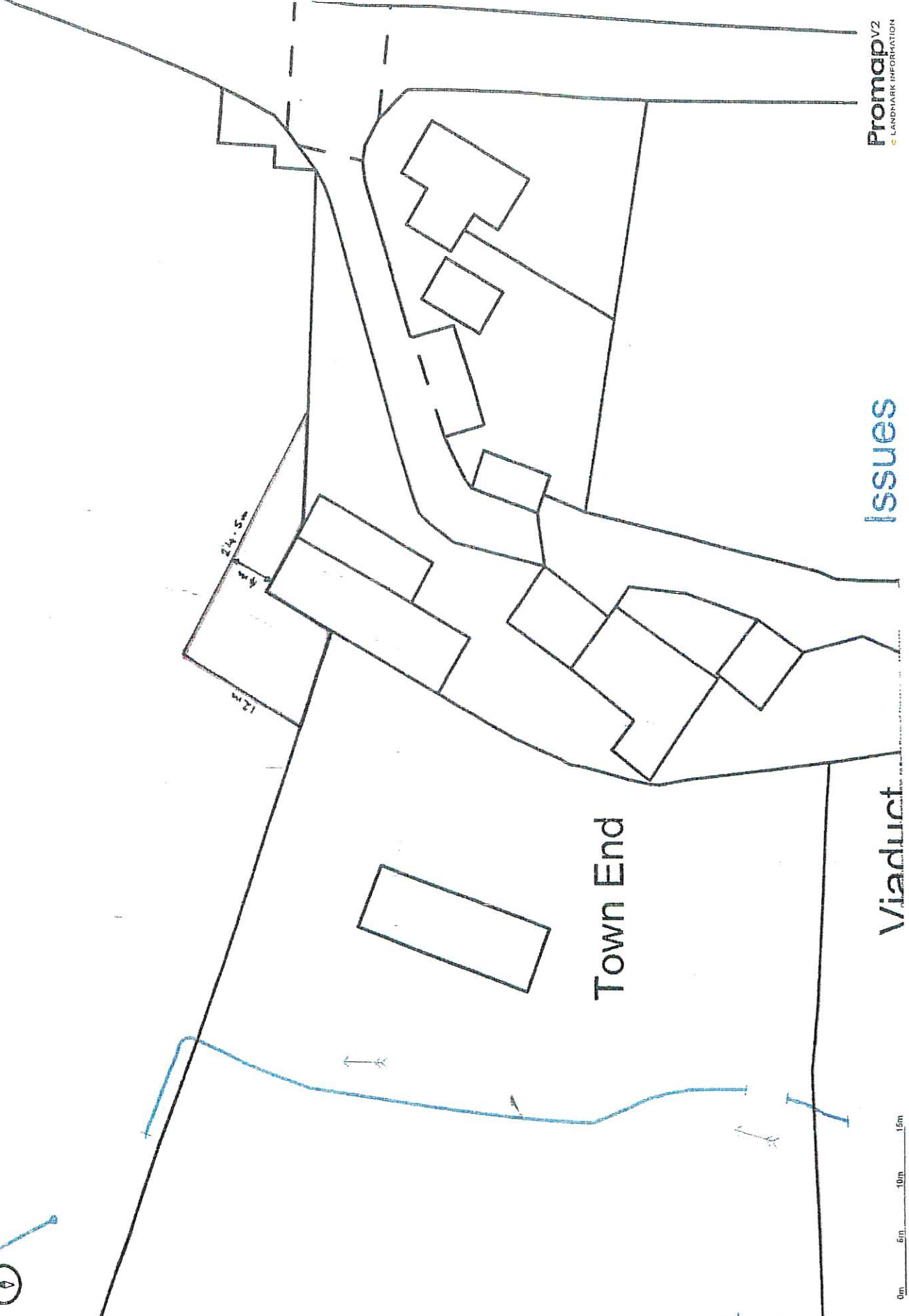
W Signature  
I Name  
T Address  
N  
E  
S  
S Occupation

### 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.



J. Joseph M. ...

the history

1-6





