

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.

	<p>1 Title number(s) out of which the property is transferred: DY488084</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property: GREEN HILLS, CHURCH LANE, NEW MILLS, HIGH PEAK SK22 4NP</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>
	<p>4 Date:</p>
	<p>5 Transferor: TREVILLE PROPERTIES LIMITED</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 05546647</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
	<p>6 Transferee for entry in the register: JOHN MATTHEW DAVID KITCHING and JOANNE DANIELLE WITCOMBE</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>
<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.</p>	<p>7 Transferee's intended address(es) for service for entry in the register: Green Hills, Church Lane, New Mills, High Peak SK22 4NP</p>
<p>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.</p>	<p>8 The transferor transfers the property to the transferee</p> <p>9 Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Two hundred and thirty five thousand pounds (£235,000.00)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
<p>Place 'X' in any box that applies.</p> <p>Add any modifications.</p>	<p>10 The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
<p>Where the transferee is more than one person, place 'X' in the appropriate box.</p> <p>Complete as necessary.</p> <p>The registrar will enter a Form A restriction in the register <i>unless</i>:</p> <ul style="list-style-type: none"> - an 'X' is placed: <ul style="list-style-type: none"> - 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, <i>or</i> - 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. <p>Please refer to <i>Joint property ownership</i> and <i>practice guide 24: private trusts of land</i> for further guidance. These are both available on the GOV.UK website.</p>	<p>11 Declaration of trust. The transferee is more than one person and</p> <p><input checked="" type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>

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.

12 Additional provisions

1. DEFINITIONS AND INTERPRETATIONS.

In this Deed the following words have the following meanings:

- 1.1 "the Retained Land" All the land comprised in the above Title in respect of which the Transferor is the Registered Proprietor on the date hereof but excluding the Property
- 1.2 "Service Installations" All sewers drains channels pipes watercourses wires cables mains and any other conducting media now or within the Specified Period constructed
- 1.3 "the Specified Period" The period of 80 years from the date hereof
- 1.4 Any reference to parties in this Transfer includes their respective successors in title

2. RIGHTS GRANTED AND RESERVED.

The Transferor transfers the Property to the Transferee TOGETHER WITH the rights specified in the First Schedule EXCEPTING AND RESERVING to the Transferor the rights specified in the Second Schedule for the benefit of the Retained Land and each and every part thereof TO HOLD the same to the Transferee in fee simple SUBJECT TO the matters specified in the Third Schedule

3. TRANSFEEE COVENANTS.

THE Transferee covenants with the Transferor for the benefit of the Retained Land and with intent to bind the Property into whosoever's hands it may come, as follows:

- 3.1 that it will observe and perform the covenants conditions and agreements referred to in the Charges Register of the above Title in so far as they relate to the Property and will indemnify the Transferor against all actions claims demands and liabilities (including costs and expenses) arising directly or indirectly from any breach non observance or non performance thereof
- 3.2 that it will not allow any reduction in the provision of adequate support at all times to the Retained Land and will indemnify the Transferor against all actions claims demands and liabilities (including costs and expenses) arising directly or indirectly from any breach non observance or non performance thereof

- 3.3 that it will pay to the Transferor on demand a just proportion fairly attributable to the Property to be conclusively determined by the Transferor's surveyor acting as an independent expert and not an arbitrator of the expenses of repairing maintaining or rebuilding all party and other walls fences gutters sewers and drains roadways pavements entrance ways stairs and passages used in connection with the Property
- 3.4 not to use the Property for any purpose other than as a private residence
- 3.5 not to do or bring or allow to remain upon the Property anything that may be or become or cause a nuisance annoyance disturbance or inconvenience injury or damage to the Transferor or the owners or occupiers of adjacent or neighbouring property.
- 3.6 not to alter or remove the boundary structure separating the Property from the Retained Land unless with the prior written consent of the Transferor

4. TRANSFEROR COVENANTS

The Transferor covenants with the Transferee for the benefit of the Property and with the intent to bind the Retained Land into whosoever's hands it may come that the Transferor will not erect any building or structure on the Retained Land which exceeds the height of those buildings shown on the attached drawing number 22 (being an approximate height of 175 metres above sea level with the exception of the chimney), as taken from Ordnance Survey datum

5. PROVISIO.

Nothing herein contained operates expressly or by implication to confer upon or grant or reserve to either party any easement right privilege liberty or advantage other than those expressly granted or reserved herein

6. AGREEMENT AND DECLARATION

It is hereby agreed and declared that the wall separating the Property from the Retained Land shall be a party wall and shall be repaired and maintained at the joint and equal expense of the Transferor and the Transferee

THE FIRST SCHEDULE

(Rights for the benefit of the Property over the Retained Land)

1. The free passage and running of water soil gas and electricity to and from the Property in by and through the Service Installations passing through along and under all parts of the Retained Land so far as such right does or shall accommodate the Property TOGETHER WITH the right without making any

payment therefor of entering upon the Retained Land (but not any building or buildings erected thereon) for the purpose of installing connecting inspecting repairing maintaining improving or replacing such Service Installations doing by such entry no unnecessary damage (but having the right to break open the surface of the Retained Land or any part thereof (but not any building or buildings erected thereon) in so far as may be necessary) and making good any damage thereby occasioned

2. The full and free right for the Transferee or the owners and occupiers for the time being of the Property and without making any payment therefor of entering upon the Retained Land or any part thereof (but not any building or buildings erected thereon) so far as this is necessary and upon giving reasonable notice for the purpose of cleansing inspecting repairing maintaining altering and replacing all buildings walls fences and other structures (and any part or parts thereof) erected on the Property doing by such entry no unnecessary damage

THE SECOND SCHEDULE

(Exceptions and reservations over the Property for the benefit of the Retained Land)

1. The free passage and running of water soil gas and electricity to and from the Retained Land in by and through the Service Installations passing over through along and under the Property at any time during the Specified Period TOGETHER WITH the right without making any payment therefor of entering upon the Property (but not any building or buildings erected thereon) for the purpose of installing connecting inspecting repairing maintaining improving or replacing the Service Installations doing by such entry no unnecessary damage (but having the right to break open the surface of the Property or any part thereof in so far as may be necessary) and making good any damage thereby occasioned
2. The full right to use all or any other parts of the Retained Land for building and rebuilding or any other purposes without claim by the Transferee to any right of light or air or other easement or right which would restrict or interfere with such use
3. The full and free right for the owners and occupiers for the time being of the Retained Land (and any part or parts thereof) and without making any payment therefor of entering upon the Property or any part thereof (but not any building or buildings erected thereon) so far as this is necessary and upon giving reasonable notice for the purpose of cleansing repairing and maintaining the boundary walls fences and other structures along the boundary separating the Property from the Retained Land making good at their own expense any damage caused by such entry.

THE THIRD SCHEDULE

(Matters to which the Property is subject)

All entries in the property and charges register of the above title

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.

13 Execution

Signed as a deed by (full name of individual) in the presence of:

**EXECUTED as a DEED by
TREVILLE PROPERTIES
LIMITED**
acting by

Director

Director/Secretary

**SIGNED as a DEED by
JOHN MATTHEW DAVID
KITCHING**

in the presence of

**SIGNED as a DEED by
JOANNE DANIELLE
WITCOMBE**

in the presence of

Signature

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.