

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.

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.

1 Title number(s) out of which the property is transferred

LA876215

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property: 4 Plots of land at Mercury Way
Skelmersdale Lancashire

The property is identified

☒ on the attached plan and shown:

Edged red

☐ on the title plan(s) of the above titles and shown:

4 Date: 27th May 2021

5 Transferor:

[The Lancashire County Council]

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:

6 Transferee for entry in the register:

MC HOUSING LIMITED

LCC
DEED NUMBER

S604

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.

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.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix: 09343095

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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

Winston House 349 Regents Park Road London N3 1DH

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) SEVEN THOUSAND POUNDS (£7,000.00):
- ☐ 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

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:

- 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.

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

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

11.1. Definitions

Deed of Covenant:

the deed of covenant made on the date of this transfer deed between the Transferor and the Transferee in relation to the Property.

LPMPA 1994:

the Law of Property (Miscellaneous Provisions) Act

Overage Period:

20 years from the date of this deed

Positive Use Covenant

a covenant contained the Transfer Deed that the Covenantor will during the Overage Period use or occupy the Affected Land for the Purpose only

Purpose:

the purpose of open land and/or garden land only

Restrictive Development Covenant

a covenant contained the Transfer Deed that the Covenantor will not during the Overage Period carry out any development on the Affected Land or any part or parts thereof nor permit or suffer the Affected Land or any part or parts thereof to be developed **SAVE FOR** such development as shall be consistent with the use or occupation of the Affected Land for the Purpose

Restrictive Use Covenant

a covenant contained the Transfer Deed that the Covenantor will not during the Overage Period permit or suffer the Affected Land or any part or parts thereof to be used or occupied for any purpose other than for the Purpose

Retained Land

the remaining land under title number LA876215.

11.2. Interpretation

- a) 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.
- b) The covenants implied under the LPMPA 1994 are modified so that the:-
 - i. words "at his cost" in section 2(1)(b) of the LPMPA 1994 shall be replaced by "at the Transferee's cost"; and
 - ii. covenants implied by Section 3(3) of the LPMPA 1994 apply only to charges or encumbrances created by the Transferor.
- c) the "Transferor" and the "Transferee" shall where the context so admits and without prejudice to the operation of Sections 78 and 79 of the Law of Property Act 1925 include their respective successors in title and the persons claiming through or under them
- d) Words importing one gender shall be construed as importing any other gender
- e) Words importing the singular shall be construed as importing the plural and vice versa
- f) Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons
- g) The 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 (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.

11.3. Transferee's Covenants

The Transferee pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982 with the intent to bind so far as may be possible the Property and each and every part thereof and all persons who shall for the time being be the owner of any estate or interest in or the occupier of the Property or any part or parts thereof hereby

covenants with the Transferor that the Transferee during the Overage Period observe and perform the:

- i. Positive Use Covenant
- ii. Restrictive Use Covenant
- iii. Restrictive Development Covenant

11.4 Right of Re-Entry

- a) If at any time before the expiration of the Overage Period the Property or any part or parts thereof shall be used or occupied for any purpose other than the Purpose or shall be developed in any way other than a way permitted by clause 11.3 (iii) then and in any such case the Transferors or other the person or persons in whom the benefit of the rights and interests hereby conferred shall for the time being be vested may serve upon the Transferee or other the owner or owners for the time being of the freehold estate in the Property or of the relevant part or parts thereof a notice in writing referring to the said use or occupation for a purpose other than the Purpose or the contravening development or rights and requiring that the said use or occupation or contravening development or rights shall be discontinued or removed within such period (not being less than 21 days) as may be specified in the notice and if at the end of the said period the said use or occupation or the said contravening development or rights shall not have been discontinued or removed in its entirety then and in any such case it shall be lawful for the person or persons serving the said notice and without prejudice to any right or remedy which may be vested in them and notwithstanding any actual or constructive waiver of any previous right of re-entry or other right or remedy to enter upon the Property or any part or parts thereof in the name of the whole and hence forth to hold and enjoy the same in fee simple in possession free from encumbrances or any derivative estates or interests and thereupon the person or persons exercising such right of re-entry shall become entitled to delivery of all the title deeds relating to the Property.
- b) The Transferee shall execute any such deeds and assurances and take any such action as shall properly be required by the Transferor or the Chief Land Registrar or the Courts to give effect to the vesting of the Property or the relevant part thereof in the person exercising the right of re-entry for an estate in fee simple absolute in possession free from encumbrances and any derivative estates and interests.

- c) The Transferee covenants with the Transferor that if and when during the Overage Period the Transferee shall transfer or create any estate or interest in the Property or any part or parts thereof in favour of any successor(s) in title the Transferee shall procure that any successor(s) in title shall enter into a covenant to observe and perform the covenants and obligations on the part of the Transferee contained in this transfer deed and in the Deed of Covenant and also a covenant in terms similar to this covenant which said covenants shall be expressed to be for the benefit of and enforceable by the Transferor and its successors in title, assigns or any subsequent successor or estate owner by the person or persons for the time being entitled to the benefit of the covenants contained in this deed and the right of re-entry to the intent that such covenants may be enforced directly against the Transferee's successor(s) in title.

11.5 Restriction

The Transferee undertakes to apply to the Land Registry to enter upon the title register to the Property a non-standard restriction in the following terms:-

"Except under an order of the Registrar or the Court no disposition or dealing by the Proprietor of the land is to be registered during the period of 20 years from the date hereof unless the prior written consent of the Lancashire County Council or its statutory successor in has been given to such disposition or dealing."

and shall, no later than three months after the date of completion of the relevant disposition or dealing provide the Transferor with an official copy of the register evidencing the restriction.

11.6 Joint and Several Liability

Where the Transferee is more than one all covenants agreements and obligations on the part of the Purchaser herein contained shall be deemed to have been made jointly and severally by such persons with the Transferor so that the said covenants agreements and obligations may be enforced by the Transferor against such Transferee either jointly or severally and in such order as the Transferor may in its absolute discretion think fit.

11.7 Reservations

The right for the Transferor and occupiers for the time being of the Retained Land and each and every part or parts of the Retained Land and all other persons having the like right or similar rights:

- (a) to enter the Property to renew repair maintain lay or install such conduits necessary to the supply of water gas and electricity and the passage of foul and surface water drainage smoke or fumes and sound and visual signals or any other conducting media or equipment to any part or parts of the Retained Land and to make any connections to any such conduits presently located or to be located upon the Property TOGETHER WITH a right to enter to maintain any such so laid or installed;
- (b) to a supply of water gas and electricity and the passage of foul and surface water drainage smoke or fumes and sound and visual signals to and from any part or parts of the Retained Land through the conduits situated in upon or under the Property TOGETHER WITH the right to enter upon the Property to maintain the same or make connections thereto.
- (c) to enter upon such part or parts of the Property as is reasonably necessary with or without equipment to inspect and maintain any part of the Retained Land and any structure wall (whether internal or external) or boundary.
- (d) of support for the benefit of the Retained Land and each and every part thereof as are now enjoyed from the Property.
- (e) of all other easements quasi-easements liberties privileges rights and advantages now or heretofore enjoyed by the Retained Land and each and every part or parts of the Retained Land and that land over or in respect of the Property or which would be implied by statute or by reason of severance in favour of a purchaser of the Retained Land and each and every part or parts of the Retained Land and that land if the same had been transferred to such purchaser and the Property had been retained by the Vendor.
- (f) to pass and re-pass over and along the road or way shown hatched blue on the Plan with or without vehicles of any description from time to time and at all times and for all purposes connected with the use and enjoyment of the

Retained Land together with all persons authorised by the Transferors to do.

11.8 Agreements and Declarations

11.8.1 Any right of entry granted or excepted and reserved in the absence of any emergency or contrary agreement shall only be exercised at a reasonable time of day following the giving of such advance notice as is reasonable in the circumstances. Entry should be exercised so as to cause as little disturbance as possible unless contrary provision is made in this transfer. The property entered upon shall be reinstated and any damage or loss shall be made good to the reasonable satisfaction of the owner or occupier thereof. The right of entry may also be exercised by those reasonably authorised by those having the right and shall include the right to take on to the property the equipment necessary to carry out the maintenance involved.

11.8.2 That the Transferee shall not be entitled to any right of access of light or air to the Property which would restrict or interfere with the free user of the Retained Land or any part or parts thereof for building or any other purposes and that any enjoyment of light or air had by the Transferee from and over the Retained Land or any part or parts thereof or any adjoining land of the Transferor shall be deemed to be had with the consent (hereby given) of the Transferor.

11.8.3 Where the Transferee is more than one all covenants agreements and obligations on the part of the Transferee herein contained shall be deemed to have been made jointly and severally by such persons with the Vendor so that the said covenants agreements and obligations may be enforced by the Transferor against such Transferee either jointly or severally and in such order as the Transferor may in its absolute discretion think fit.

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.

Remember to date this deed in panel 4.

13 Execution

29762

**THE COMMON SEAL of
THE LANCASHIRE COUNTY COUNCIL**
was affixed to this deed pursuant to
the scheme of delegation to chief officers
in the presence of:



Authorised Signatory

**EXECUTED as a Deed by
MC HOUSING LIMITED**
acting by a director in
the presence of:-

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.

