## Land Registry Transfer of part of registered title(s)



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.

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	Property:			
	The property is identified			
	x on the plan annexed hereto and shown edged red thereon			
	on the title plan(s) of the above titles and shown:			
4	Date:			
5	Transferor:			
	The Council of the Borough of Milton Keynes			
	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:			
	[ ]			
	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:			

7	Tran	sferee's intended address(es) for service for entry in the register:		
8	The transferor transfers the Property to the transferee			
9	Consideration			
	X	The transferor has received from the transferee for the Property the following sum (in words and figures): One Pound (£1.00)		
		The transfer is not for money or anything that has a monetary value		
	x	nsert other receipt as appropriate:		
		The transfer is made in consideration also of the covenants on the part of the covenants of the cov	ıe	
10	The	ransferor transfers with		
		full title guarantee		
	X	imited title guarantee		
11	Dec	aration of trust. The transferee is more than one person and		
		hey 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		
		hey are to hold the property on trust:		
12	Additional provisions			
	12.1	In this transfer the following words and phrases shall have the following meanings:		
		"dispose" has the meaning given in section 205(1) of the Law of Property Act 192 and "disposal" shall be interpreted accordingly	25	
		["the Lease" means the lease of the property dated and made between (1) and (2) together with all deeds and documents supplemental to it at the date of this transfer]		
		"the Retained Land" means the land in the title aforementioned but excluding the Property	ıe	
	12.2	The Transferee hereby covenants with the Transferor so as to bind so far as may be the Property into whosesoever hands the same may come that the Transferee are persons deriving title under it will at all times hereafter		
		12.2.1 not use or permit the use of the Property or any part of the Property for	or	

any commercial purposes other than those supporting and ancillary to the primary purpose of use as [ ]; and

- 12.2.2 in the event that there are any monies arising from use of the Property or any part of the Property for any commercial purposes supporting and ancillary to the primary purpose of use referred to at paragraph 12.2.1 above then not to use those monies other than wholly applying or re-investing said monies for the benefit of the community and community projects.and it is agreed that Section 33 Local Government (Miscellaneous Provisions) Act 1982 applies to this clause
- 12.3 The Transferor and the Transferee hereby apply to the Land Registry for the entry of the following restriction on the Proprietorship Register of the title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or of the proprietor of any charge is to be registered without a certificate signed by the Council of the Borough of Milton Keynes of Civic Offices 1 Saxon Gate East Milton Keynes MK9 3EJ or its conveyancer that the provisions of clause[XX] of this have been complied with or that they do not apply to the disposition".

The Transferor and the Transferee shall co operate and use all reasonable endeavours to secure the registration of such restrictions against the title to the Property at the Land Registry as soon as reasonably possible.

- 12.5 The Transferee covenants with the Transferor not to dispose of the Property or any part or any other estate or interest in it to any person without first ensuring that the person has executed a deed directly with the Transferor containing the covenants and provisions of clause 12.2of this transfer mutatis mutandis including this present covenant and including an application to the Land Registry for restrictions in the same terms as clause 12.3 of this transfer to be registered in respect of the Property or the relevant part.
  - the Property shall be returned to the Transferor in no worse condition than as at the date of this Transfer and evidenced by the Condition Survey of even date and annexed to this Transfer at Annexure 1.
- 12.11 The Property is transferred:
  - 12.11.1 subject to the matters referred to in the register of title aforementioned insofar as the same relate to or affect the Property
  - 12.11.2 subject to all easements quasi-easements rights exceptions or similar matters affecting the Property whether or not apparent on inspection
  - [12.11.3 subject to the Lease]

but the operation of section 62 of the Law of Property Act 1925 is excluded

- 12.13 There are reserved to the Transferor for the benefit of the Retained Land all easements quasi-easements rights privileges and advantages over the Property that would by virtue of section 62 of the Law of Property Act 1925 have passed on a conveyance or transfer of the Retained Land to a third party if that conveyance or transfer had been completed prior to the date of this present transfer and there had been diversity of occupation at that date
- 12.14 The Transferee covenants with the Transferor by way of indemnity only against all actions proceedings costs claims and demands arising out of any breach by the Transferee or its successors in title of the covenants, obligations, restrictions,

stipulations or other matters contained or referred to in the property and charges registers of the title number referred to in Panel 1

- 12.15 [The Property is transferred subject to and with the benefit of the Lease. The Transferee covenants with the Transferor by way of indemnity only that the Transferee will comply with the landlord's obligations contained in the Lease throughout the Liability Period 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]
- 12.16 No rights are granted pursuant to the Contracts (Rights of Third Parties) Act 1999 in this transfer

## 13 Execution

The Common Seal of THE COUNCIL OF THE BOROUGH OF MILTON KEYNES was hereunto affixed in the presence of:

Executed as a deed by [Transferee]

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## **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.