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



## 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.	Title number(s) out of which the property is transferred:     NK314688
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.	Property:     land known as Millenium Garden and car park at School Close,     Knapton
Place 'X' in the appropriate box and complete the statement.	The property is identified
For example 'edged red'.	
For example 'edged and numbered 1 in blue'.	on the title plan(s) of the above titles and shown:
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.	4 Date: S APRIL ZOZZ
Give full name(s) of all of the persons transferring the property.	5 Transferor:
Complete as appropriate where the transferor is a company.	Flagship Housing Group Limited For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:
	Registered society 31211R
	For overseas companies (a) Territory of incorporation:
	(b) Registered number in the United Kingdom including any prefix:
Give full name(s) of <b>all</b> the persons to be shown as registered proprietors.	6 Transferee for entry in the register:
	The Parish Council of Knapton For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:
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	For overseas companies (a) Territory of incorporation:
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.	(b) Registered number in the United Kingdom including any prefix:

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.	7 Transferee's intended address(es) for service for entry in the register: Verbena Cottage The Street Knapton Norfolk NR28 OAD
	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.	9 Consideration  ☑ The transferor has received from the transferee for the property the following sum (in words and figures): one pound (£1).  ☐ The transfer is not for money or anything that has a monetary value  ☐ Insert other receipt as appropriate:
Place 'X' in any box that applies.	10 The transferor transfers with
Add any modifications.	<ul><li>✓ full title guarantee</li><li>☐ limited title guarantee</li></ul>
Where the transferee is more than one person, place 'X' in the appropriate box.	<ul> <li>Declaration of trust. The transferee is more than one person and</li> <li>they are to hold the property on trust for themselves as joint tenants</li> <li>they are to hold the property on trust for themselves as tenants in common in equal shares</li> </ul>
Complete as necessary.	they are to hold the property on trust:
The registrar will enter a Form A restriction in the register <i>unless</i> :  - 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  restrictive covenants  other covenants  agreements and declarations  any required or permitted statements  other agreed provisions.  The prescribed subheadings may be	<ul> <li>12 Additional provisions</li> <li>12.1 In this transfer the following definitions apply unless the context requires otherwise:</li> <li>12.1.1 "Estate" means all the land comprised in title number NK314688 at the date of this</li> </ul>
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.

transfer (other than the Property)

- 12.1.2 "Plan" means the plan attached to this transfer.
- 12.1.3 "Property" means the property transferred as referred to in panel 3 and each and every part of it.
- 12.1.4 "Service Media" means media for the supply of water and electricity, foul and surface water drains or sewers, attenuation ponds, soakaways and any other service media
- 12.1.5 "S106 Agreement" means a planning obligation under s106 of the Town and Country Planning Act 1990 (as amended) dated 3 December 2018 and made between North Norfolk District Council (1) Norfolk County Council (2) Victory Housing Trust (3)
- 12.2 This Transfer is made pursuant to the agreement contained in the S106 Agreement
- 12.3 The Property is transferred together in common with others entitled thereto with the rights set out in Schedule 1 but except and reserved unto the Transferor and its successors for the benefit of the Estate the rights set out in Schedule 2 together with but subject to all matters referred to in the register of title number NK314688 save for financial charges
- 12.4 With the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that he will at all times after the date hereof observe and perform such of the covenants (if any) contained or referred to in the Charges Register of the title out of which the Property is transferred as affect the Property and will keep the Transferor fully indemnified in respect of any future breach.
- 12.5 The Transferee covenants with the Transferor for the benefit of the remainder of the Estate and each and every part thereof to the intent so as to bind the Property into whosoever hands the same may come that the Transferee will observe and perform the

### 12.6 It is hereby declared that:

- 12.6.1 the Transferee and his successors in title shall not be entitled to any easement or right of light or air or otherwise (except as by this Transfer expressly granted) which would or might interfere with any adjoining or neighbouring land for building or other purposes and Section 62 of the Law of Property Act 1925 shall not apply to this Transfer and the Transferee shall not be entitled to any rights easements privileges or advantages whatsoever except those expressly granted by this Transfer.
- 12.6.2 Any colours shown on the Plan which are not referred to in this Transfer are of no relevance and should not be taken into account in the interpretation of this Transfer.
- 12.7 In this Transfer where the context so admits:
  - 12.7.1 Words importing the singular number only include the plural number and vice versa, words importing the masculine gender only include the feminine gender and reference to "the Transferor" and "the Transferee" shall include their respective successors in title
  - 12.7.2 Where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally.
- 13. The parties to this Transfer hereby apply to the Land Registrar at the Land Registry to note upon the registered title of the Property all such matters hereby contained or referred to as are capable of registration.

### SCHEDULE 1

(Rights with the benefit of which the Property is transferred)

1. A right of access as is reasonably necessary over the adjoining land comprised in the Estate (other than any parts as have been built upon) at reasonable times in the daytime and on giving reasonable notice to the occupiers of such adjoining land for the purpose of inspecting, maintaining or repairing the Property subject to the Transferee causing as little damage as reasonably possible in the exercise of the rights and making good any damage caused without delay.

#### SCHEDULE 2

# (Rights and reservations subject to which the Property is transferred)

There are excepted and reserved to the Transferor and its successors in title the following rights:

- 1. A right of access over the Property as is reasonably necessary for the owners or occupiers for the time being of any land comprised in the Estate adjoining the Property at reasonable times in the daytime and on giving reasonable notice to the occupier of the Property for the purposes of cleaning, redecorating, maintaining or repairing any Service Media serving the Estate and any buildings or boundaries which are now or may be erected on any adjoining land causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused without delay.
- A right to use and to connect into the Service Media on the Property as are capable of serving the Property and which are in existence at the date of this transfer
- 3. A right within five years from the date hereof to enter onto the Property for any purpose (including the erection and removal of scaffolding) in connection with the construction of any dwelling or ancillary building or the carrying out of any other work ancillary to such construction on any land adjoining or adjacent to the Property (including complying with any landscaping requirements) causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused.
- 4. All such rights of support, shelter and protection as may be required from the Property to ensure the

- stability of any buildings which are now or at any time may be erected on any adjoining parts of the Estate.
- 5. A right to the free passage of air through any ventilators or flues which may now or at any time be constructed in the walls of any buildings erected on any adjoining land comprised in the Estate and rights of light and air to any windows which may now or at any time be constructed in the walls of any buildings erected on any adjoining land and the right to open the same.
- 6. The right to build upon and otherwise develop the land comprised in the Estate or any part thereof or any adjoining or neighbouring land of the Transferor notwithstanding that the access of light and air to the Property shall be thereby diminished.

### SCHEDULE 3

### (Transferee's covenants)

- In relation to that part of the Property edged red and hatched blue on the Plan to comply with Schedule 3.3 of Schedule 1 of the S106 Agreement and not to use such part of the Property other than as open space for the recreation and enjoyment of the public at large.
- Not to construct or erect or allow or suffer to be constructed or erected any building, road or other structure on any part of the Property, save that such part of the Property as is shown edged red and hatched brown on the Plan may be laid out and used as a surface car park for the benefit of the public at large

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

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 <u>Joint property ownership</u> and <u>practice guide 24: private trusts of land</u> for further guidance.

Remember to date this deed in panel 4.

Execution		
EXECUTED as a DEED by affixing the common seal of FLAGSHIP HOUSING GROUP LIMITED in the presence of:	)	
		Authorised Signatory
		Name (in BLOCK CAPITALS)
EXECUTED as a DEED by FLAGSHIP HOUSING GROUP LIMITED acting by [a director and its secretary][two directors]	) )	Authorised Signatory  Name (in BLOCK CAPITALS)
		Signature of Director
		Name (in BLOCK CAPITALS)

Signature of

[Secretary][Director]

Name (in BLOCK CAPITALS)

**EXECUTED** as a **DEED** by

DNAMITA MATICAL)

, as attorney for and on behalf of

## FLAGSHIP HOUSING GROUP LIMITED

under a power of attorney dated 08 July 2021 in the presence of: A

Signature of witness hit

Name of witness (IN

BLOCK CAPITALS): ROBGET WARLOOD-HART

Address: The BEACONSFIELD ROAD

NORNICH

Occupation: DAZNEGAL

[execution clause for transferee]

### 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.

© Crown copyright (ref: LR/HO) 05/16