

These are the notes referred to on the following official copy

Title Number HW160600

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

HM 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.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

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.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: HW160600
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Wigmore Castle Wigmore Leominster The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: <i>edged red</i> <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: <i>4th August 2023</i>
5	Transferor: Katie Jane Rutter, Emily Joy Gaunt and Anna Ruth Bennett as executors of John Charlton Gaunt deceased <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Cedars Solicitors with the authority of the transferor and transferor

Give full name(s) of **all** of the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM 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.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

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.

6 Transferee for entry in the register:

Emily Joy Gaunt

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

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

Old School
Wigmore
Leominster
Herefordshire HR6 9UD

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):

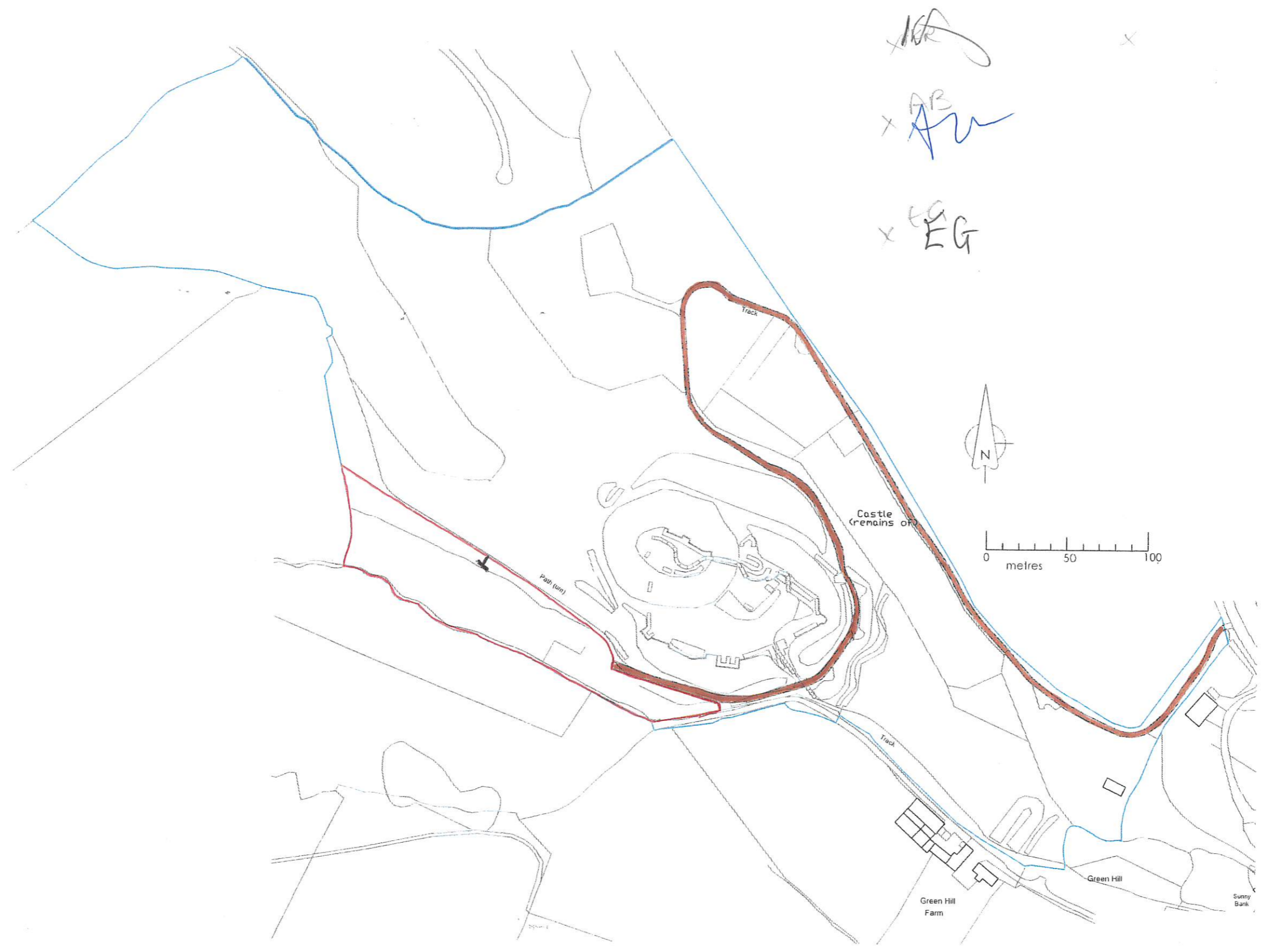
The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee



Land at Wigmore Castle, Herefordshire
SCALE: 1:2500 @ A3 print

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- 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 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.

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

Definitions

12.1 The following definitions shall (unless the context requires otherwise) apply throughout this Transfer:

"the Retained Land" means the land retained by the Transferor and comprised in title number HW160600.

"the Plan" means the plan attached hereto.

"the Shared Accessway" means the accessway shown coloured brown on the Plan to be used by the Property and the Retained Land.

"the Service Installations" means any pipes wires and cables together with any ancillary structures and equipment now located within the Property or the Retained Land.

Rights granted for the benefit of the property

12.2 The right for the Transferee and all other persons authorised by them (in common with all others having a similar right):

12.2.1 of way with or without vehicles and animals at all times for all reasonable purposes connected with the use of the Property over the Shared Accessway.

12.2.2 to the passage of communication media and similar services through such Service Installations within the Retained Land as serve the Property.

12.2.3 a right of entry onto the Retained Land after given reasonable prior notice for the purpose of inspecting, maintaining, repairing for the purpose of installing, inspection, maintaining, repairing and renewing the Service Installations within the Retained Land serving the Property, except in the case of

emergency subject to the person exercising such right making good to the reasonable satisfaction of the Transferor all damage caused in the exercise of such rights.

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

~~Rights reserved for the benefit of other land~~

Include words of covenant.

Restrictive covenants by the transferee

12.3 Not to obstruct or park on any of the Shared Accessway.

Include words of covenant.

Restrictive covenants by the transferor

12.4 Not to obstruct or park on any of the Shared Accessway.

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

Other

Agreements and Declarations

12.5.1 This Transfer shall unless the context requires otherwise be interpreted as follows:

12.5.1.1 unless otherwise stated (reference to clauses are references to operative clauses to this Transfer);

12.5.1.2 headings are inserted for convenience only and shall not affect the construction of this Transfer;

12.5.1.3 the expressions "the Transferor" and "the Transferee" shall extend to their respective successors in title;

12.5.1.4 singular number shall include the plural number (and vice versa);

12.5.1.5 the neuter gender shall include the masculine and/or the feminine genders and vice versa in either case;

12.5.1.6 all covenants shall where more than one person gives or becomes bound by them be treated as joint and several; and

12.5.1.7 reference to doing any action shall extend to causing or allowing such act.

12.5.2 If there shall be any dispute between the Transferor or the Transferee as to who is entitled to

use and liable to pay towards the maintenance and repair of the Shared Accessway then the same shall be referred to the decision of a Chartered Surveyor appointed by agreement between the Transferor and the Transferee or in default of agreement within 14 days of either the Transferor or the Transferee giving notice to the other of his nomination appointed by or on behalf of the President of The Royal Institute of Chartered Surveyors on the application of either the Transferor or the Transferee and the Surveyor shall act as an expert and not as an arbitrator and his decision shall be final and binding upon all such owners and the cost of his appointment shall be as he may award.

12.5.3 The Transferors and the Transferees hereby agree and declare that the boundaries marked with inward facing "T" marks on the Plan shall belong to the Property or the Retained Land accordingly.

Operative Clauses

12.6

12.6.1 The Property is transferred:

12.6.1.1 with the benefit of rights in the terms detailed in clause 12.2 (which so far as are not already in existence are granted by this Transfer)but;

12.6.1.2 subject to rights in the terms detailed in clause 12.3 (which so far as are not already in existence are reserved by this Transfer).

12.6.2 The Transferee covenants (so as to bind his successors in title to each and every part of the Property) with the Transferor in the terms detailed in clause 12.4.

12.6.3 The Transferor covenants (so as to bind his successors in title to each and every part of the Property) with the Transferee in the terms detailed in clause 12.5.

12.6.4 The Transferor and the Transferee agree and declare in the terms detailed in 12.5.

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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

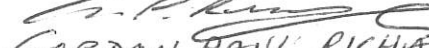
Remember to date this deed in panel 4.

13 Execution

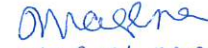
Signed as a deed by the said
Katie Jane Rutter
in the presence of:

Signature of witness: ✓ 
FULL Name of witness: ✓ **DAVID BRUNT**
Address of witness: ✓ **HOLLY COTTAGE THE PLOUGH
EGLWYSWRW
CRYMYCH
SA41 3UJ**


Signed as a deed by the said
Emily Joy Gaunt
in the presence of:

Signature of witness: 
FULL Name of witness: **GORDON PAUL RICHARDS**
Address of witness: **HERBFARMACY
THE FIELD
EARDISLEY
HEREFORDSHIRE HR3 6NB**

Signed as a deed by the said
Anna Ruth Bennett
in the presence of:

Signature of witness: 
FULL Name of witness: **NARIN MASERA**
Address of witness: **44 Longfield Avenue
Enfield
Middlesex
EN3 8RU**

Signed as a deed by the said
Emily Joy Gaunt
in the presence of:

Signature of witness: 
FULL Name of witness: **GORDON PAUL RICHARDS**
Address of witness: **HERBFARMACY
THE FIELD
EARDISLEY
HEREFORDSHIRE
HR3 6NB**

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.

