

1999 No. 128

LAND REGISTRATION, ENGLAND AND WALES

The Land Registration Rules 1999

Made - - - - - 17th January 1999

Laid before Parliament 25th January 1999

Coming into force 1st July 1999



1999 No. 128

LAND REGISTRATION, ENGLAND AND WALES

The Land Registration Rules 1999

Made - - - - - *17th January 1999*
Laid before Parliament *25th January 1999*
Coming into force *1st July 1999*

The Lord Chancellor, with the advice and assistance of the Rule Committee appointed in pursuance of section 144 of the Land Registration Act 1925(a), in exercise of the powers conferred on him by sections 18, 21, 41, 48, 54, 64, 86, 87 and 144 of that Act, hereby makes the following rules:

Citation, commencement and interpretation

- 1.**—(1) These rules may be cited as the Land Registration Rules 1999 and shall come into force on 1st July 1999.
- (2) In these rules—
- (a) “the principal rules” means the Land Registration Rules 1925(b), and
 - (b) a rule referred to by number means the rule so numbered in the principal rules.

Amendments to the principal rules

- 2.**—(1) The principal rules have effect subject to the amendments in Schedule 1 to these rules.
- (2) Forms AP1 and DL set out in Schedule 2 to these rules are substituted for the forms so numbered in Schedule 1 to the principal rules.
- (3) The other forms set out in Schedule 2 to these rules are inserted into Schedule 1 to the principal rules in alpha-numeric order.
- (4) Schedule 2 to the principal rules has effect subject to the amendments in Schedule 3 to these rules.

Revocation

- 3.** Rules 114 and 202 and Forms 16, 20 to 22, 24 to 31, 34, 34A, 34B, 53, 56, 57, 63, 70 and 71 are revoked.

Signed by authority of the Lord Chancellor

G. W. Hoon
Minister of State
Lord Chancellor’s Department

Dated 17th January 1999

(a) 1925 c. 21; section 144(1) was amended by the Administration of Justice Act 1982 (c. 53), section 67(1) and Schedule 5, paragraph (d). The reference to the Ministry of Agriculture, Fisheries and Food was substituted by the Transfer of Functions (Ministry of Food) Order 1955 (S.I. 1955/554).

(b) S.R. & O. 1925/1093; relevant amending or revoking instruments are S.I. 1995/3153, 1996/2975, 1997/3037.

AMENDMENTS TO THE PRINCIPAL RULES

1. For rule 56 substitute—

“Settled land; restriction required

56. An application for registration of settled land shall be accompanied by an application for the proper restriction.”

2. In rule 68, for “Form 16” substitute “Form WCT”.

3. In rule 85A(1), for paragraphs (a), (b) and (c) substitute—

- “(a) a transfer, assent or charge of registered land,
(b) a transfer, assent or sub-charge of a registered charge.”

4. For rule 98 substitute—

“Form of transfer

98. A transfer of the land in one or more registered titles shall be in Form TP1, TP2, TP3, TR1, TR2 or TR5 as the case may require.”

5. For rule 99 substitute—

“Transfer of land into settlement

99.—(1) A transfer of land into settlement shall include the following provisions, with any necessary alterations and additions:

“The Transferor and the Transferee declare that:

- (a) the Property is vested in the Transferee upon the trusts declared in a trust deed dated *(date)* and made between *(parties)*;
- (b) the trustees of the settlement are *(names of trustees)*;
- (c) the power of appointment of new trustees is vested in *(name)*;
- (d) the following powers relating to land are expressly conferred by the trust deed in addition to those conferred by the Settled Land Act 1925: *(set out additional powers)*.

or if the tenant for life is a minor and the transferees are the statutory owners:

- (a) the Property is vested in the Transferee as statutory owners under a trust deed dated *(date)* and made between *(parties)*;
- (b) the tenant for life is *(name)*, a minor, who was born on *(date)*;
- (c) the trustees of the settlement are *(names)*;
- (d) during the minority of the tenant for life the power of appointment of new trustees is vested in the Transferee;
- (e) the following powers relating to land are expressly conferred by the trust deed in addition to those conferred by the Settled Land Act 1925: *(insert additional powers)*.”

(2) An application for registration of a transfer of land into settlement shall be accompanied by an application for the proper restriction.

(3) When the Registrar receives the application he shall register the transferee named in the transfer as the proprietor of the land and shall enter in the register the proper restriction.”

6. For rule 101 substitute—

“Land bought with capital money

101.—(1) Where registered land is acquired with capital money the transfer shall be in one of the forms prescribed by rule 98 and shall include the following provisions, with any necessary alterations and additions:

“The Transferee declares that:

- (a) the consideration has been paid out of capital money;
- (b) the Property is vested in the Transferee upon the trusts declared in a trust deed dated (*date*) and made between (*parties*);
- (c) the trustees of the settlement are (*names of trustees*);
- (d) the power of appointment of new trustees is vested in (*name*);
- (e) the following powers relating to land are expressly conferred by the trust deed in addition to those conferred by the Settled Land Act 1925: (*set out additional powers*).”

(2) An application for registration of a transfer of land acquired with capital money shall be accompanied by an application for the proper restriction.”

7. For rule 107 substitute–

“Transfer of land in consideration of a rent

107. On a transfer of land in consideration or partly in consideration of a rent, the rent shall be entered in the Charges Register as an incumbrance.”

8. Omit rule 109(2).

9. For rule 111(1) substitute–

“(1) This rule applies to transfers of land

- (a) without the mines and minerals,
- (b) with certain specified mines and minerals, or
- (c) with the mines and minerals, except certain specified mines and minerals.”

10. For rule 112(1) substitute–

“(1) This rule applies to transfers, without the land, of

- (a) the mines and minerals,
- (b) certain specified mines and minerals, or
- (c) the mines and minerals, but excepting certain specified mines and minerals.”

11. For rule 116(1) substitute–

“(1) A transfer of leasehold land in which the rent is legally apportioned or land is legally exonerated from it shall include in the additional provisions panel the following provisions, with any necessary alterations and additions:

“Liability for the payment of [*if applicable* the previously apportioned rent of (*amount*) being part of] the rent reserved by the registered lease is apportioned between the Transferor and the Transferee as follows:

(*amount*) shall be payable out of the Property and the balance shall be payable out of the land remaining in title number (*title number of retained land*) or

the whole of that rent shall be payable out of the Property and none of it shall be payable out of the land remaining in title number (*title number of retained land*) or

the whole of that rent shall be payable out of the land remaining in title number (*title number of retained land*) and none of it shall be payable out of the Property.””

12. In rule 136–

- (a) in paragraph (1), for “in Form TR1, or in Form 20, as the case may require” substitute “in one of the forms prescribed by rule 98”; and
- (b) in paragraph (2) omit “Where the transfer is in Form TR1”.

13. For rule 151 substitute–

“Discharges and releases

151.—(1) A discharge of a registered charge shall be in Form DS1.

(2) A release of part of the land from a registered charge shall be in Form DS3.

(3) Any such discharge or release shall be executed as a deed or authenticated in such other manner as the Registrar may approve.

(4) The Registrar shall be entitled to accept and act upon any other proof of satisfaction of a charge that he may deem sufficient.

(5) An application to register a discharge in Form DS1 shall be made on Form AP1 or Form DS2 and an application to register a release in Form DS3 shall be made on Form AP1.”

14. For rule 153 substitute—

“Transfer of a charge

153. A transfer of a registered charge shall be in Form TR3 or TR4 as the case may require.”

15. In rule 170—

(a) insert as paragraph (2)—

“(2) An assent, appropriation or vesting assent shall be in Form AS1, AS2 or AS3 as the case may require.”

(b) for paragraph (3) substitute—

“(3) A vesting assent shall contain the following provisions, with any necessary alterations and additions:

“The Personal Representative and the Recipient declare that:

(a) the Property is vested in the Recipient upon the trusts declared in the will of *(name of deceased)* proved on *(date)*;

(b) the trustees of the settlement are *(names of trustees)*;

(c) the power of appointment of new trustees is vested in *(name)*;

(d) the following powers relating to land are expressly conferred by the will in addition to those conferred by the Settled Land Act 1925: *(set out additional powers)*.”

(3A) An application for registration of a vesting assent shall be accompanied by an application for the proper restriction.”

16. In rule 186(3), after “except where the application is made by the proprietor” insert “or where the lease is binding on the proprietor”.

17. For rules 201 and 202 substitute—

“Determination of noted incumbrances

201.—(1) In this rule, “noted incumbrance” means a lease, rentcharge, easement, right or other interest which has not been registered under the Act, but which has been noted on the register as an incumbrance.

(2) The determination of a noted incumbrance may be notified on the register on application.

(3) The application shall be accompanied by the document (if any) creating the noted incumbrance, together with a sufficient release or discharge executed by the person named in that document as having the benefit of the noted incumbrance.

(4) If there has been a dealing with or transmission of the noted incumbrance the application shall also be accompanied by sufficient evidence of the applicant’s title, as in cases of examination of title on first registration.

(5) If the noted incumbrance is a lease or rentcharge, the application shall be made on Form CN1.

(6) In the case of a rentcharge determined by merger or release or a lease determined by merger, surrender or disclaimer the application shall be accompanied by a list in duplicate in Form DL of all documents delivered.”

18. In rule 215–

- (a) in paragraph (1), for “shall be in Form 63” substitute “and the declaration in support of that caution, shall be in Form CT2”;
- (b) at the end of paragraph (2) add “and the declaration in support of the caution shall be in Form 14 or to the like effect, and shall contain a reference to the land to which it relates, and to the title number, and shall also state the nature of the cautioner’s interest in the land.”
- (c) omit paragraph (4).

19. Omit rule 218(3).

20. In rule 222, for “Form 71” substitute “Form WCT”.

21. For rule 266 substitute–

“Production of land certificate and other documents

266.—(1) A new land or charge certificate may be issued, without the production of the original certificate, in any of the cases mentioned in section 64(4) of the Act.

(2) Before a new certificate is issued, the Registrar may give such notices and make such enquiries as he deems necessary in the circumstances.

Deposit of documents

266A. Form DP1 shall accompany a document placed on deposit at the Registry.”

22. At the end of rule 308A, add–

“(f) “X” boxes may be omitted where all inapplicable statements and certificates have been omitted;

(g) the sub-headings in an additional provisions panel may be added to, amended, repositioned or omitted;

(h) “Seller” may be substituted for “Transferor” and “Buyer” for “Transferee” in a transfer on sale.”

FORMS TO BE INSERTED INTO SCHEDULE 1 TO THE PRINCIPAL RULES

**Application to
change the register**

HM Land Registry

AP1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Administrative area(s) and postcode(s) (if known)			
2. Title Number(s)		Deposit No(s) (if any)	
3. This application affects (place "X" in the box that applies) <input type="checkbox"/> the whole of the land in the title(s) (go to panel 4) <input type="checkbox"/> part of the land in the title(s) (if single property, give a brief description below) Property description			
4. Application, Priority and Fees Nature of applications numbered Value £ Fees paid £ in priority order 1.			FOR OFFICIAL USE ONLY Record of fees paid Particulars of under/over payments
TOTAL £			
<i>Make cheques or postal orders payable to "HM Land Registry".</i>			
5. Documents lodged with this form (number the documents in sequence; copies should also be numbered and listed as separate documents)			
6. Application lodged by Land Registry Key No. Name Address/DX No. Reference			FOR OFFICIAL USE ONLY Codes Dealing Status
Telephone No.		Fax No.	
7. Where the Registry is to deal with someone else <i>The Registry will send any land/charge certificate to the person named in panel 6 above and will, if necessary, contact that person. You can change this by placing "X" against one or more of the statements and completing the details below.</i> <input type="checkbox"/> Send any land/charge certificate to the person shown below <input type="checkbox"/> Raise any requisitions or queries with the person shown below <input type="checkbox"/> Issue to the person shown below the following document(s)			
<i>If you have placed "X" against any statement above, complete the following name and address details:</i>			
Name			
Address/DX No.			
Reference		Telephone No.	

8. Address for service of the proprietor(s) of the land Place "X" in the box that applies. Use U.K. address(es) only.

- Enter the address(es) from the transfer/assent
- Enter the address(es), including postcode, as follows:

9. Information in respect of any new charge

Do not give this information if a Land Registry MD reference is printed on the charge, unless the charge has been transferred.
Full name and address within the U.K. (including postcode) for service of notices and correspondence of the person to be registered as proprietor of each charge. For a company include Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.

Unless otherwise arranged with Land Registry headquarters, the following documents are required:

- (i) the original and a certified copy of any incorporated documents as defined in r. 139, Land Registration Rules 1925;*
- (ii) a certified copy of the chargee's constitution (in English or Welsh) if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.*

10. Signature(s) of person(s)

lodging this form _____ Date _____

(A form lodged by solicitors/licensed conveyancers must be signed in the firm's name)

**Assent of part
of registered title(s)**

HM Land Registry

AS3

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

<p>1. Title number(s) out of which this assent is made <i>(leave blank if not yet registered)</i></p>
<p>2. Other title number(s) against which matters contained in this assent are to be registered <i>(if any)</i></p>
<p>3. Property the subject of the assent <i>(Insert address, including postcode, or other description of the property which is the subject of the assent. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the Personal Representative and by or on behalf of the Recipient)</i></p> <p>The Property is defined: <i>(place "X" in the box that applies and complete the statement)</i></p> <p><input type="checkbox"/> on the attached plan and shown <i>(state reference e.g. "edged red")</i></p> <p><input type="checkbox"/> on the deceased proprietor's filed plan and shown <i>(state reference e.g. "edged and numbered 1 in blue")</i></p>
<p>4. Date</p>
<p>5. Name of deceased proprietor <i>(give full names)</i></p>
<p>6. Personal Representative of deceased proprietor <i>(give full names and Company's Registered Number if any)</i></p>
<p>7. Recipient for entry on the register <i>(Give full names and Company's Registered Number if any: for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)</i></p> <p><i>Unless otherwise arranged with Land Registry headquarters, a certified copy of the recipient's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.</i></p>
<p>8. Recipient's intended address(es) for service in the U.K. <i>(including postcode) for entry on the register</i></p>
<p>9. The Personal Representative assents to the vesting of the Property in the Recipient.</p>
<p>10. The Personal Representative assents with <i>(place 'X' in the box which applies and add any modifications)</i></p> <p><input type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee</p>

11. Declaration of trust *Where there is more than one recipient, place "X" in the appropriate box.*

The Recipients are to hold the Property on trust for themselves as joint tenants.

The Recipients are to hold the Property on trust for themselves as tenants in common in equal shares.

The Recipients are to hold the Property (*complete as necessary*)

12. Additional Provisions

1. Use this panel for:

- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions*
- *required or permitted statements, certificates or applications.*

2. The prescribed subheadings may be added to, amended, repositioned or omitted.

Definitions

Rights granted for the benefit of the Property

Rights reserved for the benefit of other land (*the land having the benefit should be defined, if necessary by reference to a plan*)

Restrictive covenants by the Recipient (*include words of covenant*)

Restrictive covenants by the Personal Representative (*include words of covenant*)

13. *The Personal Representatives and all other necessary parties should sign this assent in the presence of witnesses or execute it as a deed using the space below and sign the plan. The proprietors of all the titles listed in panel 2 must execute it as a deed. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the assent contains recipients' covenants or declarations or contains an application by them (e.g. for a restriction), it must be executed as a deed by the Recipients.*

**Application to cancel
notice of an unregistered
lease or rentcharge**

HM Land Registry

CN1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Administrative area(s) and postcode(s) (if known)			
2. Title Number(s)		Deposit No(s) (if any)	
3. Application and fee	Value £	Fees paid £	FOR OFFICIAL USE ONLY Record of fees paid
Cancellation of noted lease or rentcharge			Particulars of under/over payments
TOTAL £			
<i>Make cheques or postal orders payable to "HM Land Registry".</i>			
4. Application lodged by			FOR OFFICIAL USE ONLY Codes Dealing Status
Land Registry Key No.			
Name			
Address/DX No.			
Reference			
Telephone No.		Fax No.	
5. Where the Registry is to deal with someone else			
<i>The Registry will send any land/charge certificate to the person named in panel 5 above and will, if necessary, contact that person. You can change this by placing "X" against one or more of the statements and completing the details on Form DL.</i>			
<input type="checkbox"/> Send any land/charge certificate to the person shown in panel 2 on Form DL			
<input type="checkbox"/> Raise any requisitions or queries with the person shown in panel 2 on Form DL			
<input type="checkbox"/> Send the document(s) listed in panel 3 on Form DL to the person shown in panel 2			
6. Applicant (give full name(s) of the applicant(s) i.e. the proprietor of the title against which the notice is registered, <i>not</i> that of the solicitor/licensed conveyancer (if any) acting)			
7. Cancellation of Rentcharge			
Rentcharge of £ _____ created by a deed dated _____ and issuing out of the land registered under the title number(s) referred to in panel 2.			
The above Rentcharge determined by			
<input type="checkbox"/> merger or release and panel 9 below has also been completed.			
<input type="checkbox"/> redemption and the certificate of redemption accompanies this application.			
The Applicant applies for the necessary entries and cancellations to be made on the register to give effect to the determination of the Rentcharge.			

8. Cancellation of Lease(s)

Lease(s)

Property affected

Date

Term

The above Lease(s) determined by

- merger and panel 9 below has also been completed.
- surrender and panel 9 below has also been completed.
- disclaimer and panel 9 below has also been completed.
- forfeiture and a statutory declaration or other supporting evidence accompanies this application.
- effluxion of time and the provisions of the Landlord and Tenant Act 1954 do not apply.
- notice under the Landlord and Tenant Act 1954 and the provisions of that Act have been complied with.
- (please specify and lodge any supporting evidence)*

The Applicant applies for the necessary entries and cancellations to be made on the register to give effect to the determination of the Lease(s).

9. The unregistered title to the determined Lease(s) or Rentcharge is based on the title documents listed on Form DL. The Applicant does not hold or control any other documents. *Place "X" in the appropriate box. If applicable complete the second statement; include any interests disclosed only by searches. Any interests disclosed by searches which do not affect the unregistered Lease(s) or Rentcharge should be so certified.*

- All rights, interests and claims affecting the property known to the applicant are disclosed in the title documents. There is no-one in adverse possession of the property or any part of it.
- In addition to the rights, interests and claims affecting the property disclosed in the title documents, the applicant only knows of the following:

10. Signature(s) of person(s)

lodging this form _____ Date _____

(A form signed by solicitors/licensed conveyancers must be signed in the firm's name)

N.B. Failure to complete the form honestly and with proper care may deprive the applicant of protection under the Land Registration Acts if, as a result, a mistake is made in the register.

7. The Declarant is (one of) the cautioner(s) or a person authorised by the cautioner to make the declaration in panel 8.
The Declarant's full name is _____

8. The Declarant solemnly and sincerely declares that the Cautioner is interested in the property described in panel 3 as
This panel must set out the nature of the cautioner's interest. Do not exhibit any documents.

and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Signature of Declarant _____

Declared at _____

this _____ day of _____ before me,

Signature _____

Name _____

(BLOCK CAPITALS)

Address _____

Qualification _____

(This declaration must be made in the presence of a person empowered to administer oaths, such as a commissioner for oaths or a practising solicitor.)

List of Documents

Please complete in duplicate

HM Land Registry

DL

1. Property				
2. Where the Registry is to deal with someone else <i>Give below the details of the person with whom the Registry should deal as directed in panel 8 of Form FR1/panel 5 of Form CN1.</i>				
Name				
Address/DX No.				
Reference			Telephone No.	
3. As directed in panel 8 of Form FR1/panel 5 of Form CN1, the following documents are to be issued to the person named in panel 2 above (for ease of completion, reference may be made to the item number only)				
4. Documents lodged				
<i>Notes (a) The first column is for official use only. If the Registry places an asterisk "*" in this column, it shows that we have kept that document.</i>				
<i>(b) Number the documents in sequence; copies should also be numbered and listed as separate documents.</i>				
OFFICIAL USE ONLY ^(a)	Item No. ^(b)	Date	Document	Parties

OFFICIAL USE ONLY ^(a)	Item No. ^(b)	Date	Document	Parties

1. Administrative area(s) and postcode(s) (if known)	
2. Title Number(s)	
3. Documents deposited with this form <i>Use a separate form for each land or charge certificate deposited.</i>	
4. Reason for deposit <i>Either place "X" in the box(es) that applies</i> <ul style="list-style-type: none"> <input type="checkbox"/> To await transfer(s) of part <input type="checkbox"/> To await lease(s) <input type="checkbox"/> To await release(s) of the land from the charge <input type="checkbox"/> (other reason) <p><i>or complete the following statement</i></p> <p>Under rule 269 of the Land Registration Rules 1925, the certificate may be used only for the purpose of <i>(please specify)</i></p>	
5. Documents lodged by Land Registry Key No. Name Address/DX No. Reference Telephone No.	FOR OFFICIAL USE ONLY Status codes
Fax No.	
6. Where the Registry is to deal with someone else <i>The Registry will inform the person named in panel 5 above of the deposit number allocated. In due course the Registry will return the deposited document(s) to that person. You can change this by placing "X" against one or more of the statements and completing the details below.</i> <ul style="list-style-type: none"> <input type="checkbox"/> Also send the deposit number to the person shown below <input type="checkbox"/> Send any land/charge certificate to the person shown below <input type="checkbox"/> Issue to the person shown below the following document(s): <p><i>If you have placed "X" against any statement above, complete the following name and address details:</i></p> Name Address/DX No.	
Reference	Telephone No.

**Release of part
of the land from a
registered charge**

*This form should be
accompanied by Form AP1*

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

HM Land Registry

DS3

1. Title Number(s)

2. Property released from the charge *(insert address, including postcode, or other description of the property released from the charge)*

The property is defined *(place "X" in the box that applies and complete the statement)*

on the attached plan and shown *(state reference e.g. "edged red")*

on the filed plan(s) of the above title(s) and shown *(state reference e.g. "edged and numbered 1 in blue")*

3. Date

4. Date of charge

5. Lender

6. The Lender acknowledges that the property defined in panel 2 is no longer charged as security for the payment of sums due under the charge.

7. Date of Land Registry facility letter *(if any)*

8. Additional Provisions *Insert any agreed provisions as to rights granted or other matters.*

9. To be executed as a deed by the lender or in accordance with the above facility letter.

**Transfer of part
of registered title(s)**

HM Land Registry

TP1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

<p>1. Stamp Duty</p>
<p>Place "X" in the box that applies and complete the box in the appropriate certificate.</p> <p><input type="checkbox"/> It is certified that this instrument falls within category <input type="checkbox"/> in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987</p> <p><input type="checkbox"/> It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of <input type="text"/> £ <input type="text"/></p>
<p>2. Title number(s) out of which the Property is transferred <i>(leave blank if not yet registered)</i></p>
<p>3. Other title number(s) against which matters contained in this transfer are to be registered <i>(if any)</i></p>
<p>4. Property transferred <i>(Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)</i></p> <p>The Property is defined: <i>(place "X" in the box that applies and complete the statement)</i></p> <p><input type="checkbox"/> on the attached plan and shown <i>(state reference e.g. "edged red")</i></p> <p><input type="checkbox"/> on the Transferor's filed plan and shown <i>(state reference e.g. "edged and numbered 1 in blue")</i></p>
<p>5. Date</p>
<p>6. Transferor <i>(give full names and Company's Registered Number if any)</i></p>
<p>7. Transferee for entry on the register <i>(Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)</i></p> <p><i>Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.</i></p>
<p>8. Transferee's intended address(es) for service in the U.K. <i>(including postcode)</i> for entry on the register</p>
<p>9. The Transferor transfers the Property to the Transferee.</p>

10. Consideration (*Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*)

The Transferor has received from the Transferee for the Property the sum of (*in words and figures*)

(*insert other receipt as appropriate*)

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

11. The Transferor transfers with (*place "X" in the box which applies and add any modifications*)

full title guarantee limited title guarantee

12. Declaration of trust *Where there is more than one transferee, place "X" in the appropriate box.*

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (*complete as necessary*)

13. Additional Provisions

1. *Use this panel for:*

- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions*
- *required or permitted statements, certificates or applications.*

2. *The prescribed subheadings may be added to, amended, repositioned or omitted.*

Definitions

Rights granted for the benefit of the Property

Rights reserved for the benefit of other land (*the land having the benefit should be defined, if necessary by reference to a plan*)

Restrictive covenants by the Transferee (*include words of covenant*)

Restrictive covenants by the Transferor (*include words of covenant*)

14. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

**Transfer of part
of registered title(s)
under power of sale**

HM Land Registry

TP2

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Complete the box in the certificate if it applies.

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£

2. Title number(s) out of which the Property is transferred *(leave blank if not yet registered)*

3. Other title number(s) against which matters contained in this transfer are to be registered *(if any)*

4. Property **transferred** *(Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)*

The Property is defined: *(place "X" in the box that applies and complete the statement)*

on the attached plan and shown *(state reference e.g. "edged red")*

on the Transferor's filed plan and shown *(state reference e.g. "edged and numbered 1 in blue")*

5. Date

6. Date of Charge

7. Transferor *(give full names and Company's Registered Number if any)*

8. Transferee **for entry on the register** *(Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)*

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

9. Transferee's intended **address(es) for service in the U.K.** *(including postcode) for entry on the register*

10. In exercise of the power of sale conferred by the Charge, the Transferor transfers the Property to the Transferee.

11. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If neither box applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the Property the sum of (in words and figures)

(insert other receipt as appropriate)

12. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee limited title guarantee

13. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

14. Additional Provisions

1. Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications.

2. The prescribed subheadings may be added to, amended, repositioned or omitted.

Definitions

Rights granted for the benefit of the Property

Rights reserved for the benefit of other land (*the land having the benefit should be defined, if necessary by reference to a plan*)

Restrictive covenants by the Transferee (*include words of covenant*)

15. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

Transfer of portfolio of titles

HM Land Registry

TP3

Where this form is used, panels 1 and 2 of Form AP1 may be endorsed "See Panel 2 of TP3"
(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£

2. Title numbers and Property transferred

For transfers of unregistered titles:

- include a full description of the Property, by reference to the last preceding document of title or to a plan defining the Property

For transfers of part of registered titles:

- give the title numbers out of which the Property is transferred
- include a description of the transferred Property
- attach a plan defining the Property

For transfers of whole registered titles:

- give the title numbers and a brief description of the Property

In all cases:

- give any other title numbers against which matters contained in this transfer are to be registered
- any attached plan must be signed by the Transferor and by or on behalf of the Transferee
- you may include additional information, e.g. as to whether a property is freehold or leasehold, any apportioned consideration and title guarantees.

3. Date

4. Transferor (give full names and Company's Registered Number if any)

5. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

6. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

7. The Transferor transfers the Property to the Transferee.

8. Consideration (*Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*)

The Transferor has received from the Transferee for the Property the sum of (*in words and figures*)

(*insert other receipt as appropriate*)

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

9. The Transferor transfers with (*place "X" in the box which applies and add any modifications*)

full title guarantee

limited title guarantee

title guarantee as shown in panel 2

10. Declaration of trust *Where there is more than one transferee, place "X" in the appropriate box.*

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (*complete as necessary*)

11. Additional Provisions

1. *Use this panel for:*

- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions*
- *required or permitted statements, certificates or applications.*

2. *The prescribed subheadings may be added to, amended, repositioned or omitted.*

Definitions

Rights granted for the benefit of the Property

Rights reserved for the benefit of other land (*the land having the benefit should be defined, if necessary by reference to a plan*)

Restrictive covenants by the Transferee (*include words of covenant*)

Restrictive covenants by the Transferor (*include words of covenant*)

12. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 2) should execute this transfer as a deed using the space below and sign the plan(s). *Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

**Transfer of portfolio
of whole titles**

HM Land Registry

TR5

Where this form is used, panels 1 and 2 of Form AP1 may be endorsed "See Panel 2 of TR5"
(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£

2. Property

Title Number

Property Description

Other information

(e.g. state title FH or LH,
any apportioned consideration,
title guarantees etc.)

3. Date

4. Transferor (give full names and Company's Registered Number if any)

5. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

6. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

7. The Transferor transfers the Property to the Transferee.

8. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the Property the sum of (in words and figures)

(insert other receipt as appropriate)

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

9. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee

limited title guarantee

title guarantee as shown in panel 2

10. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

11. Additional Provisions

Use this panel for:

- definitions of terms not defined above
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications.

12. The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

**Application
to withdraw
a caution**

HM Land Registry

WCT

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Administrative area(s) and postcode(s) <i>(if known)</i>	
2. Title Number(s) <i>(give the caution title number for a caution against first registration)</i>	
3. Property	
4. Cautioner <i>(Give full name(s) and address(es) of the cautioner or, if the cautioner has died, the personal representative(s). In that case, enclose a copy of the grant.)</i>	
5. Caution registered on <i>(give date)</i>	
6. The Cautioner applies to withdraw <i>(place "X" in the appropriate box and complete as necessary)</i>	
<input type="checkbox"/> the Caution	
<input type="checkbox"/> the Caution as to the part of the land defined on the attached plan and shown <i>(state reference e.g. "edged red")</i>	
7. Application lodged by	
Land Registry Key No.	
Name	
Address/DX No.	
Reference	
Telephone No.	Fax No.
FOR OFFICIAL USE ONLY Codes Dealing WCT Status RED	
8. Signature of Cautioner or their solicitors/licensed conveyancers _____ Date _____ <i>(A form signed by solicitors/licensed conveyancers must be signed in the firm's name)</i>	

AMENDMENTS TO SCHEDULE 2 TO THE PRINCIPAL RULES

1. In Form 23–

- (a) in the heading, for “*Transfer*” substitute “*Declaration*”;
- (b) for “(Heading as in Form 20)” substitute–

“H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1986

Administrative area
 Title No.
 Property
 Date”;

- (c) for “made between &c.” substitute “made between A.B., *tenant for life* and C.D. and E.F., *trustees of the Settlement*”;
- (d) for “(b) and (c) As in Form 21” substitute–
 - “(b) The said C.D. and E.F. are the trustees of the Settlement.
 - (c) The following powers relating to land are expressly conferred by the said trust deed in extension of those conferred by the Settled Land Act 1925 (*fill in the powers, if any*).”

- (e) for “And I apply (&c., as in Form 21)” substitute–

“And I apply for the entry of the following restrictions:–

Note.—These restrictions should correspond to those set out in Form 9 above.

(To be executed as a deed.)”

2. In Forms 51, 52, 58, 59, 69, 75, 76, 77 and 113, for “Form 20” substitute “Form 23”.

EXPLANATORY NOTE

(This note is not part of the rules)

These rules amend the Land Registration Rules 1925 so as to:

- (a) make provision for new forms of transfer, assent and discharge of part, new forms of transfer and assent of a registered charge affecting part of the land in a registered title and new forms of transfer for a portfolio of titles;
- (b) make provision for new forms of application to cancel notice of an unregistered lease or rentcharge, to register a caution against dealings with a registered title, to withdraw a caution and to place documents on deposit;
- (c) make associated amendments to certain existing prescribed forms.

The rules also effect certain clarifications and minor improvements to the 1925 Rules.

The process of providing new forms is intended to be completed by further rules.

1999 No. 128

LAND REGISTRATION, ENGLAND AND WALES

The Land Registration Rules 1999

£5.80

© Crown copyright 1999

Printed in the UK by The Stationery Office Limited
under the authority and superintendence of Carol Tullo,
Controller of Her Majesty's Stationery Office and Queen's Printer of
Acts of Parliament.

WO 4127 2/99 ON (MFK)

**The
Stationery
Office**

Published by The Stationery Office Limited
and available from:

The Publications Centre

(Mail, telephone and fax orders only)
PO Box 276, London SW8 5DT
General enquiries 0171 873 0011
Telephone orders 0171 873 9090
Fax orders 0171 873 8200

The Stationery Office Bookshops

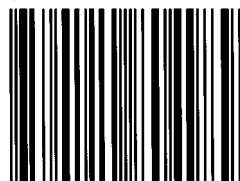
123 Kingsway, London WC2B 6PQ
0171 242 6393 Fax 0171 242 6394
68-69 Bull Street, Birmingham B4 6AD
0121 236 9696 Fax 0121 236 9699
33 Wine Street, Bristol BS1 2BQ
0117 926430 Fax 0117 9294515
9-21 Princess Street, Manchester M60 8AS
0161 834 7201 Fax 0161 833 0634
16 Arthur Street, Belfast BT1 4GD
01232 238451 Fax 01232 235401
The Stationery Office Oriel Bookshop,
The Friary, Cardiff CF1 4AA
01222 395548 Fax 01222 384347
71 Lothian Road, Edinburgh EH3 9AZ
0131 228 4181 Fax 0131 622 7017

Accredited Agents

(see Yellow Pages)

and through good booksellers

ISBN 0-11-080498-8



9 780110 804989 >

