

# Land Registry

## Transfer of whole of registered title(s)

# TR1

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.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

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.

1	Title number(s) of the property: IW63171, IW63429, IW32046 and IW3772
2	Property: Colwell Bay Holiday Park, Island View, Fort Warden Road, Totland Bay, Isle of Wight
3	Date: 8 January 2018
4	Transferor:  ISV Freehold Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  7922038  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register: Link Corporate Trustees (UK) Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00239726  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register: The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU
7	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 11.

Place 'X' in any box that applies.

Add any modifications.

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 Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website [www.landregistry.gov.uk](http://www.landregistry.gov.uk)

8 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):  
ONE MILLION POUNDS £1,000,000 exclusive of VAT
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

9 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

10 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:

for and on behalf of the Index Linked Income Fund

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

## 11 Additional provisions

- 11.1 The property is transferred subject to and with the benefit of the letting documents listed in Schedule 1.
- 11.2 The transferee covenants (by way of indemnity only) with the transferor to comply with the following obligations in so far as the transferor may remain liable for them after the date of this transfer and only insofar as such obligations continue to exist and be of effect:
- 11.2.1 obligations arising from the matters mentioned in the property and charges registers of the above title numbers in Panel 1 (save for any financial charges);
- 11.2.2 obligations on the landlord's part arising under the letting documents listed in Schedule 1,  
  
and to indemnify the transferor against any future breach of such obligations by the transferee.
- 11.3 A person who is not a party to this transfer has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this transfer but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 11.4 This transfer is delivered as a deed on the date set out in Panel 3.
- 11.5 The Trust
- Link Corporate Trustees (UK) Limited (the "Trustee") is entering into this transfer as trustee of the Index Linked Income Fund (the "Trust") and as such any liability on the part of the Trustee (which shall include its successors in title as trustee of the Trust) under or pursuant to this transfer is limited to the assets held on trusts for the time being in the Trustee's possession or under its control as trustee of the Trust from time to time and notwithstanding any other provision of this transfer the Trustee will have no obligation to meet any claim or liability under this transfer except to the extent that:
- a) the Trustee can properly meet the claim or liability from the assets of the Trust; and
  - b) the assets of the Trust are from time to time sufficient for the purpose having regard to the claims of the Trustee personally and other creditors of the Trustee properly payable from the assets of the Trust (but not the claims of beneficiaries of the Trust).

**Schedule 1  
(Letting Documents)**

Date	Document	Parties	Term of Lease
8th January 2018	Lease of Colwell Bay Holiday Park	ISV Freehold Limited (1) Coastal Parks Hold Limited (2) AG Holiday Parks UK Limited (3)	999 years from and including

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 10 has been completed, each transferee may 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 Land Registry's Public Guide 18 – Joint property ownership and Practice Guide 24 – Private trusts of land for further guidance.

**12 Execution**

SIGNED as a deed by ISV  
FREEHOLD LIMITED acting  
by a director, in the presence  
of:

Signature of Witness

Name

Address

Occupation

SIGNED as deed by a duly  
authorised attorney for and  
on behalf of LINK  
CORPORATE TRUSTEES  
(UK) LIMITED in the  
presence of:

Attorney

x **Roberto Ambrosetti**  
name

Signature of Witness

Name **ALEX WILLIAMSON**

Address **65 Gresham St, London, EC2V 7NQ**

Occupation **Trust officer**

**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.

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