

These are the notes referred to on the following official copy

Title Number TT39637

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Land Registry

Transfer of part of registered title(s)

TP1

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.

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.

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.

1	Title number(s) out of which the property is transferred:	
K700456		
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:	
TT31429 and K586255		
3	Property:	
Land lying to the south of Cuxton Road and adjoining Roman Way, Strood, Rochester		
The property is identified		
<input checked="" type="checkbox"/> on the attached plan numbered 1 and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:		
4	Date: <u>16th July</u>	2015
5	Transferor: Blue Circle Developments Limited (Company Registration Number 1081949)	
<u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:		
<u>For overseas companies</u> (a) Territory of incorporation:		
(b) Registered number in the United Kingdom including any prefix:		
6	Transferee for entry in the register: Redrow Homes Limited	
<u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: (Company Registration Number 01990710)		
<u>For overseas companies</u> (a) Territory of incorporation:		
(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.

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.

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

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

Redrow House
St David's Park
Flintshire
CH5 3RX

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):

THREE MILLION, NINE HUNDRED AND EIGHTY FOUR THOUSAND, ONE HUNDRED AND SEVENTY NINE POUNDS FIFTY PENCE (£3,984,179.50) plus VAT thereon in the sum of

SEVEN HUNDRED AND NINETY SIX THOUSAND EIGHT HUNDRED AND THIRTY FIVE POUNDS NINETY PENCE (£796,835.90)

- The transfer is not for money or anything that has a monetary value
 Insert other receipt as appropriate:

10 The transferor transfers with

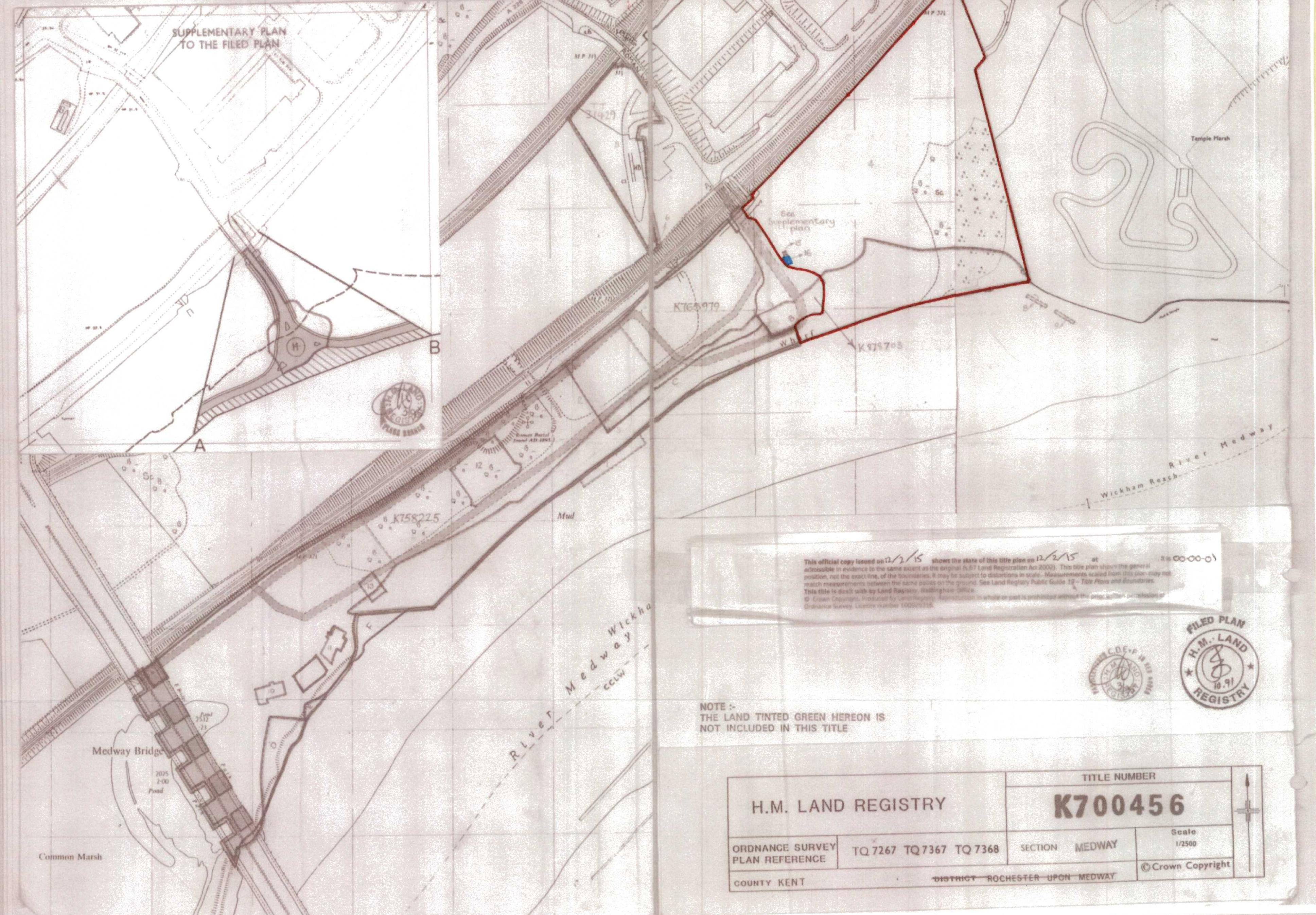
- full title guarantee
 limited title guarantee

The Transferor transfers the Property with full title guarantee as specified in the Law of Property (Miscellaneous Provisions) Act 1994 subject to the following modifications:

1. In section 2 (1) (b) "at his own cost" shall be replaced by "at the cost of the person to whom he disposes of the property"
2. In section 3 (1) "and could not reasonably be expected to" is omitted
3. For the purposes of section 6(1) the particular matters to which the disposition is expressly made subject are deemed to include the matters contained mentioned and/or referred to in the contract pursuant to which this transfer has been completed
4. For the purposes of section 6 (2) (a) all matters currently recorded in registers open to public inspection are to be considered within the actual knowledge of the person to whom the disposition is made

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



PLAN 1

they are to hold the property on trust:

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.

12 Additional provisions

12.1 Definitions

Drainage Services: water and surface and foul water drainage, soil and effluent

Minerals: all minerals and mineral substances of whatever nature including (without prejudice to the generality of the foregoing) all chalk slate clay brick earth marl slate hoggin sand gravel stone and all other substances ordinarily worked or removed by underground or surface working

Minerals Development: the winning working getting making merchantable processing disposing sale and/or distribution of Minerals and all other activities connected with the same

Plan 1: the plan annexed hereto numbered 1

Pumping Station: the pumping station located on part of the Property and shown for identification purposes only coloured blue on Plan 1

Retained Land: the Transferor's adjoining land registered under Title Number K700456 (other than the Property) and the land comprised in Title Numbers TT31429 and K586255

Service Media: sewers, drains, ditches, dykes, culverts, channels, pipes, watercourses, gutters, ducts, conduits, the Pumping Station and other conducting media used for the reception, generation, passage, running and/or storage of the Drainage Services

Tenancies: the tenancies of the Property and any documents supplemental to the

tenancies brief particulars of which are set out in Schedule 1

VAT:

Value Added Tax chargeable under the Value Added Tax Act 1994 or under any rule, regulation, order or instrument authorised to be made by that Act or by that Directive or any identical or substantially similar tax which may replace such value added tax and whether payable as a result of any option to tax or otherwise

12.2 Transfer

- (i) The Property is transferred EXCEPTING AND RESERVING to the Transferor and its successors in title to the Retained Land and each and every part thereof and all those authorised by the Transferor and such successors in title the rights set out at clause 12.3 below and SUBJECT TO the Tenancies
- (ii) This Transfer does not include the benefit of any easement or right of way, water, light, air or other easement liberty privilege or right over the Retained Land (together referred to as "privileges") and shall not be construed or operated as implying the grant of such privileges whether pursuant to Section 62 of the Law of Property Act 1925 the rule in Wheeldon -v- Burrows or otherwise and all privileges in respect of light and air hereafter to be enjoyed over any part of the Retained Land by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Transferor and not as of right

12.3 Rights reserved for the benefit of the Retained Land

- (i) the right to use the Retained Land or any part of it for the extraction of Minerals and all activities connected therewith including (without limitation to the generality of the foregoing) Minerals Development and the manufacture and/or sale and/or distribution of cement, lime, clinker, whiting, bricks, roof tiles, chalk, clay, brick, earth, hoggin, sand, gravel, ballast or slate or other materials of a like nature manufactured or supplied by the Transferor and the restoration and aftercare of the Retained Land notwithstanding that such use may restrict or interfere with any right of access of light or air to the Property
- (ii) the right to the free uninterrupted passage and running of the Drainage Services from the Retained Land through the Service Media that are now or which are hereafter situated upon or laid or installed on, in, over, through or under the Property together with the right to install and lay such further and additional drains, pipes, sewers and conducting media ("Services") on, in, under or through such unbuilt parts of the Property as may be necessary to connect into such Service Media (including inter alia the Pumping Station) in order to enjoy the Drainage Services to and from the Retained Land together with all ancillary rights of entry on reasonable notice (save in case of emergency) with workmen, equipment and materials for such purposes

and thereafter to maintain, repair, inspect, replace and renew the Service Media doing as little damage as possible and making good all damage caused to the Property as soon as is reasonably practicable

- (iii) the right to build on develop and/or alter all or any part of the Retained Land even if that building or development reduces the access of light and air to the Property or any buildings erected thereon

12.4 Indemnity Covenants

- (i) The Property is transferred subject to and with the benefit of the Tenancies and the Transferee covenants with the Transferor with the object of affording the Transferor a full and sufficient indemnity but not further or otherwise than the Transferee and its successors in title will at all times hereafter observe and perform all landlord's covenants and obligations and all conditions contained in or referred to in the Tenancies and will indemnify and keep the Transferor indemnified against all actions, claims, demands, losses, costs, expenses, damages, proceedings and liabilities in connection with any future breach non observance or non performance of such covenants obligations and conditions
- (ii) The Transferee covenants with the Transferor with the object of affording the Transferor a full and sufficient indemnity but not further or otherwise than the Transferee and its successors in title will at all times hereafter observe, perform and comply with the covenants, conditions, obligations, restrictions and stipulations contained, mentioned and/or referred to in the registers of the above mentioned title so far as the same are still subsisting and capable of being enforced and will indemnify and keep indemnified the Transferor and the estate and effects of the Transferor from and against all actions, claims, demands, losses, costs, expenses, damages, proceedings and liabilities in connection with any breach, non observance, non compliance or non-performance thereof

12.5 Rights of Third Parties

- (i) It is not intended that any of the provisions of this Transfer are to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed
- (ii) For the avoidance of doubt the parties to this Transfer shall be entitled to rescind or vary the terms of this Transfer without the consent of any third party

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

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

Include words of covenant.

Include words of covenant.

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

SCHEDULE ONE

(Tenancies)

Premises	Date	Document	Parties
Electricity Substation	17 th February 1997	Lease	(1) Blue Circle Developments Limited (2) Seaboard Plc
Pumping Station	26 th September 2002	Lease	(1) Blue Circle Developments Limited (2) Southern Water Services Limited

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.

13 Execution

EXECUTED AS A DEED
by **BLUE CIRCLE
DEVELOPMENTS LIMITED**

acting by

FIONA PENHALLOUGH Director

in the presence of:

Witness Signature:

Name (BLOCK CAPITALS): **MARION JACK**

Address: **PORTLAND HOUSE**

SOUTH HULL
B37 7BQ

Occupation: **P.A.**

Transferee execution clause

EXECUTED AS A DEED
by **REDROW HOMES**
LIMITED

acting by:

Director

Director/Secretary

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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Land Registry

Transfer of part of registered title(s)

TP1

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.

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.

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.

FM.JW.BLU24-02.Transfer.5-
17.06.15(Engrossment)

<p>1 Title number(s) out of which the property is transferred: K700456</p>
<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: TT31429 and K586255</p>
<p>3 Property: Land lying to the south of Cuxton Road and adjoining Roman Way, Strood, Rochester The property is identified <input checked="" type="checkbox"/> on the attached plan numbered 1 and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
<p>4 Date: 16th JULY 2015</p>
<p>5 Transferor: Blue Circle Developments Limited (Company Registration Number 1081949) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:</p>
<p>6 Transferee for entry in the register: Redrow Homes Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: (Company Registration Number 01990710) <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:</p>

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.

7	Transferee's intended address(es) for service for entry in the register: Redrow House St David's Park Flintshire CH5 3RX
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): THREE MILLION, NINE HUNDRED AND EIGHTY FOUR THOUSAND, ONE HUNDRED AND SEVENTY NINE POUNDS FIFTY PENCE (£3,984,179.50) plus VAT thereon in the sum of SEVEN HUNDRED AND NINETY SIX THOUSAND EIGHT HUNDRED AND THIRTY FIVE POUNDS NINETY PENCE (£796,835.90) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee The Transferor transfers the Property with full title guarantee as specified in the Law of Property (Miscellaneous Provisions) Act 1994 subject to the following modifications: 1. In section 2 (1) (b) "at his own cost" shall be replaced by "at the cost of the person to whom he disposes of the property" 2. In section 3 (1) "and could not reasonably be expected to" is omitted 3. For the purposes of section 6(1) the particular matters to which the disposition is expressly made subject are deemed to include the matters contained mentioned and/or referred to in the contract pursuant to which this transfer has been completed 4. For the purposes of section 6 (2) (a) all matters currently recorded in registers open to public inspection are to be considered within the actual knowledge of the person to whom the disposition is made
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares

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

they are to hold the property on trust:

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.

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Minerals Development: the winning working getting making merchantable processing disposing sale and/or distribution of Minerals and all other activities connected with the same

Plan 1: the plan annexed hereto numbered 1

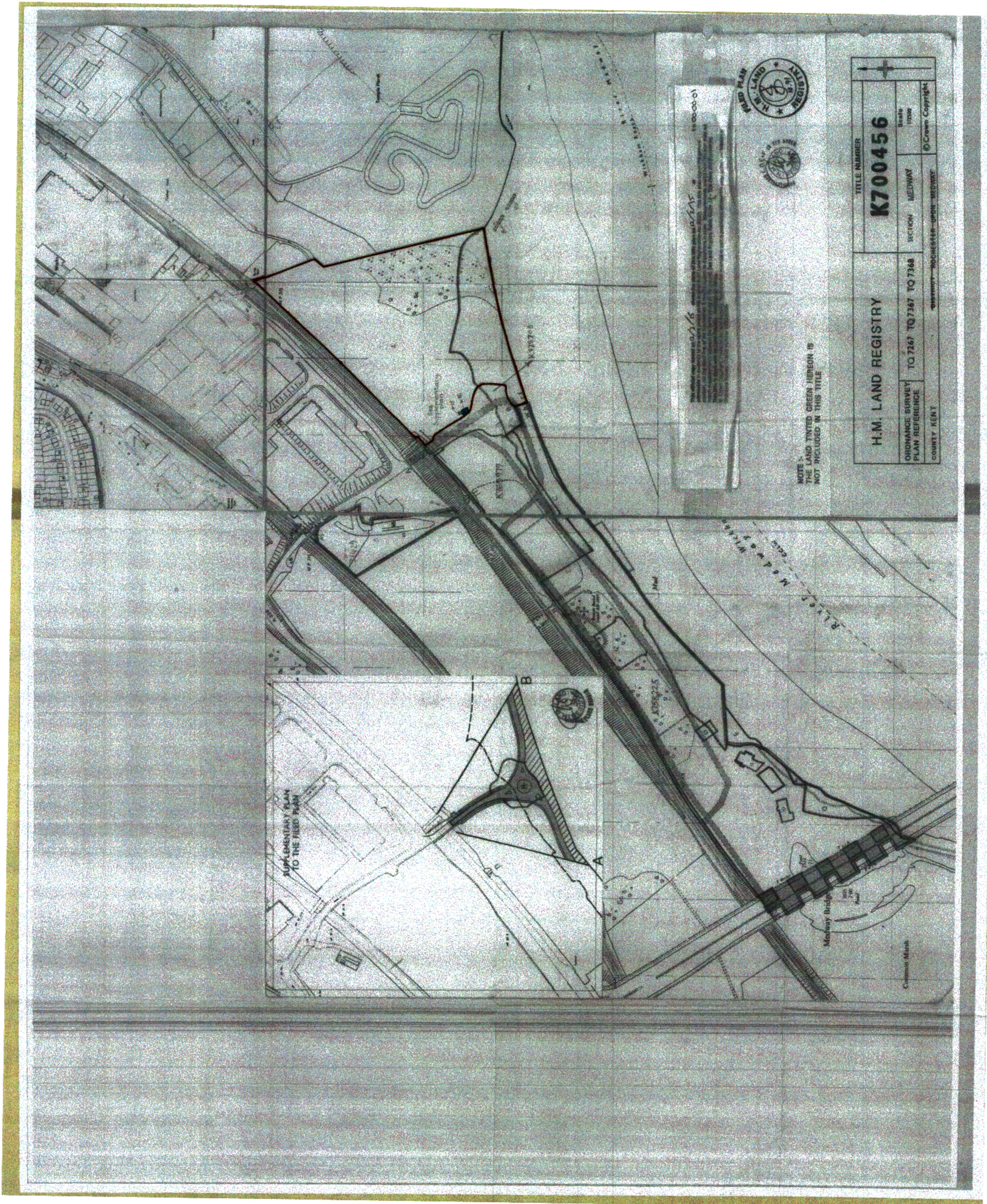
Pumping Station: the pumping station located on part of the Property and shown for identification purposes only coloured blue on Plan 1

Retained Land: the Transferor's adjoining land registered under Title Number K700456 (other than the Property) and the land comprised in Title Numbers TT31429 and K586255

Service Media: sewers, drains, ditches, dykes, culverts, channels, pipes, watercourses, gutters, ducts, conduits, the Pumping Station and other conducting media used for the reception, generation, passage, running and/or storage of the Drainage Services

Tenancies: the tenancies of the Property and any documents supplemental to the

*John
Gamble*



tenancies brief particulars of which are set out in Schedule 1

VAT:

Value Added Tax chargeable under the Value Added Tax Act 1994 or under any rule, regulation, order or instrument authorised to be made by that Act or by that Directive or any identical or substantially similar tax which may replace such value added tax and whether payable as a result of any option to tax or otherwise

12.2 Transfer

- (i) The Property is transferred EXCEPTING AND RESERVING to the Transferor and its successors in title to the Retained Land and each and every part thereof and all those authorised by the Transferor and such successors in title the rights set out at clause 12.3 below and SUBJECT TO the Tenancies
- (ii) This Transfer does not include the benefit of any easement or right of way, water, light, air or other easement liberty privilege or right over the Retained Land (together referred to as "privileges") and shall not be construed or operated as implying the grant of such privileges whether pursuant to Section 62 of the Law of Property Act 1925 the rule in Wheeldon -v- Burrows or otherwise and all privileges in respect of light and air hereafter to be enjoyed over any part of the Retained Land by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Transferor and not as of right

12.3 Rights reserved for the benefit of the Retained Land

- (i) the right to use the Retained Land or any part of it for the extraction of Minerals and all activities connected therewith including (without limitation to the generality of the foregoing) Minerals Development and the manufacture and/or sale and/or distribution of cement, lime, clinker, whiting, bricks, roof tiles, chalk, clay, brick, earth, hoggin, sand, gravel, ballast or slate or other materials of a like nature manufactured or supplied by the Transferor and the restoration and aftercare of the Retained Land notwithstanding that such use may restrict or interfere with any right of access of light or air to the Property
- (ii) the right to the free uninterrupted passage and running of the Drainage Services from the Retained Land through the Service Media that are now or which are hereafter situated upon or laid or installed on, in, over, through or under the Property together with the right to install and lay such further and additional drains, pipes, sewers and conducting media ("Services") on, in, under or through such unbuilt parts of the Property as may be necessary to connect into such Service Media (including inter alia the Pumping Station) in order to enjoy the Drainage Services to and from the Retained Land together with all ancillary rights of entry on reasonable notice (save in case of emergency) with workmen, equipment and materials for such purposes

	<p>and thereafter to maintain, repair, inspect, replace and renew the Service Media doing as little damage as possible and making good all damage caused to the Property as soon as is reasonably practicable</p> <p>(iii) the right to build on develop and/or alter all or any part of the Retained Land even if that building or development reduces the access of light and air to the Property or any buildings erected thereon</p>
12.4	Indemnity Covenants
	<p>(i) The Property is transferred subject to and with the benefit of the Tenancies and the Transferee covenants with the Transferor with the object of affording the Transferor a full and sufficient indemnity but not further or otherwise that the Transferee and its successors in title will at all times hereafter observe and perform all landlord's covenants and obligations and all conditions contained in or referred to in the Tenancies and will indemnify and keep the Transferor indemnified against all actions, claims, demands, losses, costs, expenses, damages, proceedings and liabilities in connection with any future breach non observance or non performance of such covenants obligations and conditions</p>
	<p>(ii) The Transferee covenants with the Transferor with the object of affording the Transferor a full and sufficient indemnity but not further or otherwise that the Transferee and its successors in title will at all times hereafter observe, perform and comply with the covenants, conditions, obligations, restrictions and stipulations contained, mentioned and/or referred to in the registers of the above mentioned title so far as the same are still subsisting and capable of being enforced and will indemnify and keep indemnified the Transferor and the estate and effects of the Transferor from and against all actions, claims, demands, losses, costs, expenses, damages, proceedings and liabilities in connection with any breach, non observance, non compliance or non-performance thereof</p>
12.5	Rights of Third Parties
	<p>(i) It is not intended that any of the provisions of this Transfer are to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed</p>
	<p>(ii) For the avoidance of doubt the parties to this Transfer shall be entitled to rescind or vary the terms of this Transfer without the consent of any third party</p>

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

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

Include words of covenant.

Include words of covenant.

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

SCHEDULE ONE

(Tenancies)

Premises	Date	Document	Parties
Electricity Substation	17 th February 1997	Lease	(1) Blue Circle Developments Limited (2) Seaboard Plc
Pumping Station	26 th September 2002	Lease	(1) Blue Circle Developments Limited (2) Southern Water Services Limited

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.

13 Execution

**EXECUTED AS A DEED)
by BLUE CIRCLE)
DEVELOPMENTS LIMITED)**

acting by

..... Director

in the presence of:

Witness Signature:

Name (BLOCK CAPITALS):

Address:

.....

.....

Occupation:

Transferee execution clause

**EXECUTED AS A DEED
by REDROW HOMES
LIMITED**

acting by:

Director

Director/Secretary



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.

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