

LAND REGISTRY DEEDS

CUSTOMER INFORMATION GUIDE

Which document do I need...?

There are numerous documents held and maintained by the Land Registry; each one serving a different purpose to the others.

I want to know who the current owner of a property is, and how to contact them

> [Title Deeds or Title Register](#)

I want to know the boundaries of a property

> [Title Deeds or Title Plan](#)

I want to know how much was paid for a property, or if there is a mortgage on it and who the lender is

> [Title Deeds or Title Register](#)

I want to know who owned a property on a certain date in the past

> [Historical Copy of the Register](#)

I want to know what rights/restrictions/obligations affect a property

> [Title Deeds and Filed Deeds \(or Title Deeds and Lease if leasehold property\)](#)

I want to know who is responsible for maintaining a fence/boundary wall

> [Read this first!](#) then order here > [Title Deeds and Filed Deeds](#)

I want information on a piece of land that doesn't have a postal address

> [Title Register and Title Plan via Map Search](#)

Is my Title Register/Title Plan up to date?

Quite often, customers will ask if they can be sure that they are looking at the most up to date Land Registry documents available.

We obtain documents at the time the order is placed (it would be impossible for us to keep a stash of out of date documents for every registered property!), so we always send out the most up to date documents available.

However, if you want to be sure, our guides on how to read your Title Register/Title Plan will show you how to verify that what you are looking at is the most up to date version available.

How To Read A Title Register



The Title Number for the property, this is how properties are identified by the Land Registry

The edition date is the date that the Register was last changed in any way

Official copy of register of

Title number **BGL53964**

Edition date **22.07.2011**

This is the date that we obtained the Register copy. You can be sure that you are looking at the most recent Register entries if this date is current. In the case of this particular title, it means that there have been no changes to the Register since 22.07.2011 but we obtained the Register Copy on 20 July 2016. So as of 20 July 2016, this is the current state of the Register for this title

- This official copy shows the entries on the register of title on 20 JUL 2016 at 16:35:16.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 20 Jul 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Birkenhead Office.

This statement confirms that these are Official Copies of the Register, admissible in court

A: Property Register

This register describes the land and estate comprised in the title.

This is a description of the property that this title number relates to

KENSINGTON AND CHELSEA

1 The Freehold land shown edged with red on the plan of the ~~above~~ Title filed at the Registry and being **45 Egerton Gardens, London (SW3 2DD)**.

2 (09.10.2003) The Transfer dated 3 October 2003 made between (1) The Wellcome Trust Limited (Transferor) and (2) Brompton Estates Nominees No 1 Limited and Brompton Estates Nominees No 2 Limited contains the following provision:

"The wall or walls dividing the Property from any adjacent buildings on the Retained Land shall be a party wall or walls and shall be maintained as such

Nothing herein contained shall by implication of law or otherwise impose or be deemed to impose any restriction on the use of any land or building not comprised in this transfer or to prevent in any way the development of the Retained Land or the Property

Section 62 of the Law of Property Act 1925 shall not apply to this transfer and subject to the express provisions herein contained nothing shall by implication of law or otherwise operate or confer upon the Transferee any easement quasi-easement right or privilege whatsoever over or against the Retained Land and any adjoining or neighbouring land or any part thereof or which would or might restrict or prejudicially affect the future development construction building redevelopment demolition rebuilding and alteration of the Retained Land and any adjoining or neighbouring land and any buildings thereon and the Transferor shall have the right at any time to develop the Retained Land and any adjoining or neighbouring land and any buildings thereon as it may deem fit."

3 (04.07.2005) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of land in this title dated 13 April 2005 amde between (1) The Wellcome Trust Limited and (2) ULADH Properties Limited.

NOTE: Copy filed.

This means that the deed/document referred to above is available to purchase as a Registered Deed
Available here: <https://landregistry-deeds.co.uk/deeds/>

4 (04.07.2005) The Transfer contains a provision as t

5 (04.07.2005) The Transfer dated 13 April 2005 referred to above

Title number BGL53964

A: Property Register continued

contains a provision excluding the operation of Section 62 of the Law of Property Act 1925 as therein mentioned.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (08.06.2007) PROPRIETOR: OMIS HOLDINGS LIMITED (incorporated in British Virgin Islands) of 45 Egerton Gardens, London SW3 2DD and of 8 Great James Street, London WC1N 3DF.
- 2 (08.06.2007) £4,100 April 2007 was registered as the owner of the land in this title
- 3 (22.07.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 24 June 2011 in favour of Emirates NDB Public Joint Stock Company referred to in the Charges Register.

The name of the owner of the property

The date in brackets is the date that the proprietor was registered as the owner of the land in this title

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (16.09.1996) The land is subject to the following rights reserved by a Transfer of the land in this title and other land dated 22 August 1995 made between (1) The Official Custodian for Charities (2) The Trustees of Henry Smith's Charity and (3) The Wellcome Trust Limited:-
- "There is hereby reserved for the benefit of the Trustees and its tenants and occupiers of the retained Land the rights currently enjoyed by any tenants and occupiers of the Retained Land pursuant to their leases and other tenancy agreements over the Property or any part thereof including (but without prejudice to the generality of the foregoing) rights of enjoyment in respect of any private gardens falling within the Property"
- NOTE: The "Retained Land" referred to is the residue of the Kensington Estate in the ownership of Henry Smith's Charity at the date of the transfer.
- 2 (22.07.2011) REGISTERED CHARGE dated 24 June 2011 affecting also title NGL199903.
- 3 (22.07.2011) Proprietor: EMIRATES NDB PUBLIC JOINT STOCK COMPANY (incorporated in United Arab Emirates) (UK Regn. No. FC029423) of 3rd Floor, 2 Basil Street, Knightsbridge, London SW3 1AA.

End of register

Details of any legal charges (mortgages) registered against the property

How To Read A Title Plan

These are the notes referred to on the following official copy ←

This means that the red statement at the foot of the following pages refers to the notes on this page

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 17 September 2016 shows the state of this title plan on 17 September 2016 at

10:28:30. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the Land Registry, Nottingham Office .

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This is the date that this Title Plan was obtained.
This confirms that this is the latest version of the Title Plan

Who is responsible for maintaining boundary structures?

Contrary to what many people believe, there is no 'standard' rule relating to the maintenance of boundary structures (like the old favourite "you are responsible for the fence on the left") that is legally binding on property owners in the UK.

The legal position is that there is no obligation on a property owner to maintain any boundary structure, unless that obligation is imposed as a positive covenant designed to be binding on the property.

This means that it is not the Land Registry's role to decide on who has which boundary maintenance obligations; all the Land Registry can do is inform you of any obligations which already exist. The Land Registry will either hold a copy of the deed where that positive covenant was first imposed, or it will enter details of those covenants on the title register.

Therefore to be fully informed, you must review the title register, title plan and any filed deeds registered against the property (provided the land has been registered). The title register may not mention boundary maintenance if the issue is covered in one of the filed deeds.

If no mention of boundary maintenance is made in any document, it simply means that the owner of that property is not obligated to maintain any of the boundaries. It does not necessarily mean that an adjacent property owner does not have any obligations - however it is usual that adjacent properties are sold on similar terms by the developer, therefore it is likely (but certainly not guaranteed) that if one property has no maintenance covenants imposed, the same may apply to the adjacent properties. To be absolutely certain though, you would need to check the title documents for the adjacent property.

We would recommend starting with the title register and title plan, and in the event of not obtaining the information required, then review the title register for any 'copy filed' conveyances, transfers or deeds and obtain those.

If none of the affected properties have any boundary maintenance covenants imposed, then none of the owners are obligated to maintain any boundary features. If this is the case we would advise discussing the issue with the adjacent property owners and coming to some form of amicable agreement (which can be on any terms the parties see fit). It is then a good idea to have a solicitor record any such agreement in writing and file the same with the Land Registry so that future disputes are prevented.

Where are the Boundaries?

The Land Registry follows a rule of 'general boundaries'. This means that the exact boundary line of a property is undetermined and the Land Registry Title Plan only indicates the general location of the property boundary. The exact boundary will be within the vicinity of the red line, but it is not guaranteed to be in the exact position of the red line.

This is unhelpful when boundary disputes arise, for example over the position of a fence which one party argues is only a number of inches or feet away from the 'correct' position.

It is possible to fix a boundary for certainty, however the costs involved in doing so fall on the applicant wishing to determine the exact boundary position.

Usually, a surveyor is hired by one or both of the parties to the dispute who is an expert in boundary determination disputes. He/she will review all available deeds and documents relating to the adjacent properties and attempt to decide where the precise boundary should be.

When a decision has been reached (which may only be after a court or tribunal hearing), the parties all sign a boundary determination agreement which is sent to the Land Registry, and the Land Registry will update the title plans accordingly.

In all of this, you will notice the Land Registry has a very small role - it is not an arbitrator or decision maker - it merely updates its records once the parties have fought it out between themselves. The Land Registry does not have the power to decide the exact position of a boundary, at the highest level, only a court can do that.

Why is my lease not in my name?

We often get asked this question - why does the lease have someone else's name on it?

The answer is fairly straightforward; when you purchase a leasehold property, you do not sign a new lease. The procedure is simply that ownership of the property is transferred to the purchaser (in this case you), who becomes obligated by the terms of the original lease *as if* you were the original tenant.

As the terms of the lease do not change just because the property is sold, there is no reason to draw up a new lease on every sale. It would be a waste of time and your solicitor would obviously charge more for doing so. Instead your solicitor will simply have registered you as the new owner with the Land Registry, and your name will be on the [Title Register](#). But the original lease does not get amended.

What does it mean if a property is ‘unregistered’?

‘Unregistered’ with regards to a land registry search in the UK simply means that the land is not registered with HM Land Registry (in England and Wales) or Registers of Scotland (in Scotland) or the N.Ireland Land Registry (in N.Ireland).

It does not mean that the land is not owned by anyone, and it does not mean that the address is not valid. It simply means that the relevant land registry (which we will simply refer to as the ‘Land Registry’ from hereon) holds no information or deeds in relation to the land.

Title deeds relating to land that is unregistered will be held privately by the owner or their mortgage company, as opposed to the Land Registry who maintain title deeds in respect of registered land. There is no quick or simple way to locate the owner of a piece of unregistered land; and there is no way to compel an owner of unregistered land to show you their deeds without a court order. Put simply, dealing with unregistered land that you do not own can be very difficult.

Thankfully, registration of land is now compulsory on sale and certain other dealings, so the vast majority of land in the UK is registered with the Land Registry and it is very easy to prove ownership.

