

PROP.MAN.43 - Deed of Assignment

The PROP.MAN.43 - Deed of Assignment (TR1) is the form prescribed by the Land Registry to transfer a Lease (the Assignor) to a new Tenant (the Assignee).

The up to date version of it can be found on the Land Registry website to the relevant page: <https://www.landregistry.gov.uk/forms-and-guidance/transfer-tr1>

The document can be downloaded from the Land Registry website or a PDF. Once you have opened the document in your preferred format, simply enter the relevant details and check the boxes where appropriate. The remainder of the form is the Land Registry's standard form.

The Land Registry has various offices across the country. If you are dealing with property in the area of a particular office, please click on the relevant link.

Land Registry Form TR1 is suitable for a Lease with its own title number. In general, the Lease should be for more than seven years. If the Lease is for less than seven years, you can use the form but you may prefer to use the Unregistered Lease instead.

Check the terms of the Lease carefully. Some Leases place restrictions on a Tenant's ability to assign. If the proposed assignment is restricted, you will need the Landlord's consent to Assign.

Please note that this Deed of Assignment is only valid for Leases granted prior to 1996.

In panel 1, enter the title number of the Lease. This information will appear on the official copies of the lease's register.

In panel 2, enter the property address.

In panel 3, enter the date on which the assignment takes place. The date should not be entered until the parties have all signed the Deed.

In panel 4, enter the Assignor's name and company number.

In panel 5, enter the Assignee's name and company number.

In panel 6, enter the Assignee's address. Up to three addresses can be given, one of which must be a residential address. An email address could be given as an alternative service address.

Panel 7 can be left as it is.

In panel 8, check the first box if there is a premium for the assignment, and enter the details in the blank space provided. If no premium is being paid, check the second box.

In panel 9, check the first box to indicate that the Assignor promises (amongst other things) that the Lease is still in place and has not been breached. This means that the Lease is still in place and has not been breached.

Panel 10 can be left blank unless (e.g. two individuals or two companies as joint owners)

In panel 11 you may wish to insert

11.1 The Property is transferred subject to the following matters:

- (a) incumbrances that are disclosed in this deed;
- (b) incumbrances that the Transferor did not reasonably know about;
- (c) matters (other than money debts) disclosed or which would be disclosed that a prudent transferee would be aware of before or after the date of this deed;
- (d) any notice order or proposed order (made or to be made) by a body acting on behalf of the Transferor or the Transferee;
- (e) any matters disclosed in the Transferor's statement provided by the Transferor to the Transferee.

11.2 The covenants set out in Schedule 1 (Miscellaneous Provisions) Act 1999 relating to the physical state or condition of the Property.

11.3 The parties agree that a person claiming to have a right solely by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this deed.

In panel 12, insert the appropriate names of the parties (individuals, companies, etc, and details of the Property).

When the assignment has been completed, an application must be made to the Land Registrar to register the assignment. See Form AP1 (Application to Register Assignment).

in one person (e.g. two individuals or two companies as joint owners)

assignment clauses:

matters:

of the property before the date of completion of the assignment.

did not reasonably know about; (money debts) disclosed or which would be disclosed that a prudent transferee would be aware of before or after the date of this deed;

any notice order or proposed order (made or to be made) by a body acting on behalf of the Transferor or the Transferee;

provided by the Transferor to the Transferee.

4(1)(b) of the Law of Property Act 1999 relating to any breach of the lease relating to the physical state or condition of the Property.

to this deed has no right arising from the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this deed.

depending on whether the parties are individuals, companies, etc, and details of the Property are not required.

and dating Form TR1), an application must be made to the Land Registrar to register the assignment of the Lease. See Form AP1 (Application to Register Assignment).