



## NOTES

- (1) This certificate is in the form approved by the Chief Land Registrar under section 154(4) of the Housing Act 1985 as applied by regulation 3 of the Housing (Preservation of Right to Buy) Regulations 1989 S.I. 1989/368 or regulation 2(2) of the Housing (Preservation of Right to Buy) Regulations 1993 S.I. 1993/2241 for use on the grant of a lease of a flat under the preserved right to buy provisions to a qualifying person where the landlord owns the freehold.

It may not be used for any other purpose. Form PSD13 must be used where the landlord conveys a freehold house. Form PSD15 must be used where the landlord does not own the freehold and grants a lease of a house or flat.

Form PSD17 must be used when the house or flat is conveyed subject to the preserved right to buy.

- (2) This certificate is the responsibility of the landlord and an inaccurate or incomplete certificate may give rise to a claim for indemnity (see Housing Act 1985, section 154(5)). It must be signed by the solicitor of the landlord or a chairman or director of the landlord or some other officer approved by the Chief Land Registrar.
- (3) Under the provisions of the Land Registration Rules 2003, all applications for registration must include sufficient particulars to enable the land to be fully identified on the Ordnance Survey Map. The lease should therefore normally incorporate a plan of the property which should, if possible, be based on an extract from the latest scale Ordnance Survey Map. Alternatively, a plan based on a site survey and drawn to an appropriate scale may be found to be suitable. If the property includes separate parts (e.g. a garage or a storage area) in addition to the flat itself, each part must be clearly identified.
- (4)
- (i) In the schedule of incumbrances the nature of each incumbrance should be stated and particulars of the deed or deeds creating it should be given; such deeds or certified copies or examined abstracts thereof should be handed over to the lessee or his solicitor with this certificate.
  - (ii) Reference should be made to any restrictive covenants or other incumbrances affecting the freehold reversion, to which the lease will be subject, including incumbrances which may not be binding on the landlord but which will, nevertheless, become binding on the land in the hands of any successor in title of the landlord.
  - (iii) The entire amount (and not merely the informal apportionment) of any rentcharge should be stated.