

Land Registry

Transfer of part of registered title(s)

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If you need more room than is provided for in a panel, and your software allows, you can expand any panel. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred: SK296284
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Patrick Stead Hospital, Bungay Road, Halesworth, IP19 8HP</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 9 MARCH 2023
5	<p>Transferor:</p> <p>NHS Property Services Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 7888110</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Western House Developments Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 8768666</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>3 The Chapmans, Tilehouse Street, Hitchin, Herts, SG5 2TS</p>
8	The transferor transfers the property to the transferee

Land Register

Official Copy

This copy may not be
size as the original**9 Consideration**

- The transferor has received from the transferee for the property the following sum (in words and figures): Five Hundred and Fifty Thousand Two Hundred and Fifty Pounds (£550,250) exclusive of VAT.
- 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 covenants implied under the LPMPA 1994 are modified so that:

- (a) the covenant set out in section 2(1)(b) of the LPMPA 1994 will not extend to costs arising from the Transferee's failure to:
- (i) make proper searches; or
 - (ii) raise requisitions on title or on the results of the Transferee's searches; and
- (b) the covenant set out in section 3 of the LPMPA 1994 will extend only to charges or incumbrances created by the Transferor.

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
- they are to hold the property on trust:

12 Additional provisions**12.1 DEFINITIONS**

12.1.1 The following definitions apply in this Transfer:

Access Road means the access road and footpaths shown shaded light blue on the Plan and which forms part of the Property.

Development means any development within the meaning of section 55 of the Town and Country Planning Act 1990 of the whole or any part or parts of the Property.

Dwelling has the same meaning as defined in section 1(5) of the Housing Act 2004

LPMPA 1994 means the Law of Property (Miscellaneous Provisions) Act 1989

Plan means the plan attached to this Transfer.

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to be entered into

Rayner Green Lease: the lease of the neighbouring Rayner Green Bt dated [] between (1) the Seller and (2) East Coast Comm Healthcare C.I.C.

Retained Land means the freehold property shown edged in dark blue on the Plan and being the remainder of the land (excluding the Property) registered at the Land Registry with title number SK296284.

Services means electricity, gas, water, foul water and surface drainage, fuel oil, heating, telephonic signals, electronic communications and all other similar services.

Service Media means sewers, drains, channels, pipes, watercourses, gutters, cables, wires and other conducting media, and all related chambers, tanks and other infrastructure and equipment used for the reception, generation, passage and storage of the Services.

- 12.1.2 The panel and clause headings shall not affect the interpretation of this Transfer.
- 12.1.3 Where any party comprises more than one person the obligations and liabilities of that party under this Transfer shall be joint and several obligations and liabilities of those persons.
- 12.1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 12.1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 12.1.6 A reference to a "person" includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality).
- 12.1.7 Reference to any right exercisable by the Transferor or any right exercisable by the Transferee in common with the Transferor includes (where appropriate) the exercise of such right by all persons authorised by the Transferor and any other persons having a like right.
- 12.1.8 Reference to any right of access or entry onto land for the purpose of carrying out works includes (where appropriate) access or entry by agents, employees and contractors with all necessary tools, plant, equipment and materials.
- 12.1.9 References to the "Transferee" include the Transferee and its successors in title to the Property and references to the "Transferor" are to the Transferor and its successors in title to the Retained Land.
- 12.1.10 References to the "Property" include the whole and each and every part of the Property and references to the "Retained Land" include the whole and each and every part of the Retained Land.

12.2 The disposition effected by this transfer is subject to:

- 12.2.1 any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 18 February 2022 at 08:48:59 and title number SK296284;
- 12.2.2 any matters discoverable by inspection of the Property before ~~DATE OF CONTRACT~~; 11 AUGUST 2022;
- 12.2.3 any matters which the Transferor does not and could not reasonably know about;
- 12.2.4 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into contract for the purchase of the Property;

- 12.25 any notice, order or proposal given or made by a body acting on statutory authority;
- 12.26 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;

Rayner Green Lease.

- 12.3** All matters recorded at the date of this transfer in registers open to public inspection deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

12.4 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Property is transferred together with the following rights over the Retained Land for the benefit of the Property:

12.4.1 Access onto the Retained Land for repair

Provided that it is necessary to do so, the right for the Transferee to enter and remain on so much, and only for so long as is necessary, of the Retained Land on reasonable prior notice (except in case of emergency) to repair, maintain, decorate, replace, renew and clean any buildings or fences on the Property, boundary fences or party walls between the Retained Land and the Property.

12.5 CONDITIONS FOR RIGHTS OF ENTRY BY THE TRANSFEEEE

The rights of entry granted by this Transfer are subject to the Transferee:

- 12.5.1 causing as little inconvenience as reasonably practicable to the Transferor in the exercise of these rights;
- 12.5.2 making good as soon as reasonably practicable all damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the Transferor;
- 12.5.3 permitting the Transferor to accompany those exercising the rights; and
- 12.5.4 paying reasonable compensation to any person affected by the damage caused by the exercise of the rights which is not capable of being made as mentioned above.

12.6 RIGHTS RESERVED FOR THE BENEFIT OF THE RETAINED LAND

There are reserved out of the Property for the benefit of the Retained Land the following rights:

12.6.1 Right to use the Services and Service Media

- 12.6.1.1 The right in common with the Transferee and those authorised by the Transferee to connect to and use any Service Media in existence at the date of this transfer or installed or constructed after the date of this transfer for the passage of Services to and from the Retained Land. The benefit of this right is subject to the Transferor paying to the owners of the Property a fair and proper proportion of the costs of repairing, maintaining, replacing (where beyond economic repair), renewing (where beyond economic repair) and cleaning any of the Service Media used in common between the Property and the Retained Land and such costs so incurred in relation to any Service Media used shall serve only the Retained Land.

- 12.6.1.2 The right, in the event of failure by the Transferee to comply its covenant in clause 12.8.1.1, for the Transferor to enter and remain upon such of the Property with or without workmen, plant and equipment to repair, maintain, replace, renew and clean the Service Media over which rights are reserved by this Transfer

12.6.2 New Services and Service Media

The right in common with the Transferee to install and use new Service Media under the Property for the passage of Services to and from the Retained Land. The benefit of this right is subject to:

- 12.6.2.1 the Transferor undertaking responsibility for repairing, maintaining, replacing, renewing and cleaning any Service Media installed pursuant to this right whether or not the Service Media are used in common between the Property and the Retained Land; and
- 12.6.2.2 the right for the Transferee and those authorised by them, to connect to and use any Service Media installed pursuant to this right but subject to the Transferee:
- 12.6.2.2.1 obtaining the prior written consent of the Transferor before connecting to the new Service Media, such consent not to be unreasonably withheld or delayed; and
- 12.6.2.2.2 paying to the Transferor a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing and cleaning any of the Service Media so used.

The Transferor may withhold consent under clause 12.6.2.2.1 where, in its reasonable opinion, any existing Service Media would be overloaded or diminished by the additional passage of Services in or through them following connection to them by the Transferee.

12.6.3 Right of way

- 12.6.3.1 A right of way in common with the Transferee with or without vehicles over and along the Access Road at all times and for all purposes. The benefit of this right is subject to the Transferor paying to the Transferee a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing, cleaning and lighting the Access Road, save that the Transferor shall not be required to pay any costs to the Transferee in respect of:

- (i) the repair, maintenance, replacement, renewal, cleaning or lighting of the Access Road whilst any Development is being carried out on the Property;
- (ii) the repair, maintenance, replacement, renewal or cleaning of the Access Road required as a result of any Development carried out on the Property;
- (iii) the renewal of the Access Road where the renewal works are required as a result of any planning permission obtained in respect of the Property.

- 12.6.3.2 The right, in the event of failure by the Transferee to comply with its covenant in clause 12.8.2.1, for the Transferor to enter and remain upon such of the Property as is necessary with or without workmen, plant and equipment to repair, maintain, replace, renew, salt (at appropriate times of the year) and clean the Access Road and any equipment lighting the Access Road.

12.6.4 Access onto the Property for repair

12.6.4 Access onto the Property for repair

The right for the Transferor to enter and remain on so much as is necessary of the Property by reasonable prior notice (except in case of emergency when no notice need be given) to:

12.6.4.1 repair, maintain, replace, renew, clean, connect to and sever

reserved by this Transfer;

12.6.4.2 lay further Service Media and apparatus in accordance with the rights granted in clause 12.6.2.

12.6.4.3 to repair, maintain, decorate, replace, renew and clean any buildings or fences on the Retained Land or boundary fences or party walls between the Retained Land and the Property and to erect scaffolding on the Property in the exercise of these rights.

12.6.4.4 to repair, maintain, replace, renew and clean any signage erected on the Property pursuant to clause 12.6.9 of this Transfer and to erect scaffolding on the Property in the exercise of these rights.

12.6.5 Right of support

The right of support for the Retained Land and any buildings on it from the Property and any buildings on it.

12.6.6 Right to light and air

The right of uninterrupted and unimpeded access of light and air over the Property to any buildings from time to time on the Retained Land.

12.6.7 Overhang and eavesdrop

The right of overhang of the roofs, gutters, eaves, drainpipes of the building from time to time on the Retained Land over the Property and the right to discharge rainwater from them on to the Property.

12.6.8 Right to develop the Retained Land

The right to build new buildings on and to rebuild, extend, alter or carry out any other works to any buildings from time to time on the Retained Land notwithstanding the restriction or interruption of the passage of light and air to any buildings from time to time on the Property.

12.6.9 Right to erect directional signage

The right to erect and fix into, and retain on, the Property (and thereafter to maintain, clean, repair such signage and to replace with equivalent signage) directional signage to the Retained Land from time to time, subject to prior written consent from the Transferee as to size and location of such signage, such consent not to be unreasonably withheld or delayed.

12.7 RESTRICTIVE COVENANTS BY THE TRANSFeree

The Transferee covenants with the Transferor for the benefit of the Retained Land and binds the Property that the Transferee:

12.7.1 Use of the Property

Will not use or permit the Property to be used in a manner which may become a nuisance (whether or not amounting to a legal nuisance) annoyance, disturbance or cause damage to the Retained Land, or which tends to diminish or lessen the value of the Retained Land or any building erected on it.

12.7.2 **Interruption of rights of light and air**

Will not construct any new buildings on the Property or rebuild, extend, alter or carry out any other works to any buildings from time to time on the Property which restricts or interrupts the passage of light and air to any buildings on the Property.

12.7.3 **Service Media**

12.7.3.1 Will not carry out any building works or excavation works or plant or remove any trees, shrubs or other plants or vegetation in such a manner as would risk causing damage or disruption to any Service Media over which rights are reserved by this Transfer, unless the Transferee has first provided equivalent alternative Service Media (and granted equivalent rights in favour of the Retained Land in respect of the alternative Service Media) in order to avoid any possible disruption to passage of Services through Service Media over which rights are reserved by this Transfer.

12.7.3.2 Will not overload or diminish the capacity of the Service Media over which rights are reserved by this Transfer.

12.7.4 **Roads and paths**

12.7.4.1 Will not do or permit to be done on the Property anything which may or may tend to obstruct or interfere with the rights excepted and reserved in favour of the Retained Land under clause 12.6.3.1.

12.7.4.2 Will not obstruct or permit the obstruction of the Access Road;

12.7.4.3 Will not, during the carrying out of any Development on the Property, deposit or permit to be deposited on the Access Road any mud or other debris of any kind.

12.7.4.4 Will not, during the carrying out of any Development on the Property allow the Access Road, or any part of it, to fall into disrepair.

12.7.5 **Environmental protection**

Will not discharge into any Service Media over which rights are reserved by this Transfer, anything which would be corrosive or harmful or which would cause any obstruction of them or allow or permit any waste or hazardous materials (including materials which alone or in combination with others may cause harm to human health or the environment) to be deposited on or to escape from the Property.

12.7.6 **Construction works / traffic**

Will not, without the consent of the Transferor:

12.7.6.1 carry out or permit to be carried out any construction works on the Property outside the hours of 8am to 6pm Monday to Friday.

12.7.6.2 use or permit the Access Road to be used by construction traffic outside the hours of 8am to 6pm Monday to Friday

PROVIDED THAT the Transferor shall not unreasonably withhold consent to work being undertaken between the hours of 8am to 5pm on Saturdays, but PROVIDED FURTHER THAT the Transferor may withdraw any consent it has given at any time in the event that the construction works during the extended hours adversely impact the Transferor or the use of the Retained Land, and in such event the Transferee shall be liable to the Transferor for the costs of such withdrawal.

any case where consent is withdrawn the transferee shall immediately cease works during such hours.

12.7.7 Disposals of the Property

Will not transfer, charge or lease the Property without first complying with the provisions of clause 12.9.

12.8 Positive covenants by the Transferee

The Transferee covenants with the Transferor for the benefit of the Retained Land that the Transferee:

12.8.1 Service Media

- 12.8.1.1 Will repair, maintain, replace, renew and clean any Service Media over which rights are reserved by this Transfer.
- 12.8.1.2 Will, in the event of the Transferor exercising its right pursuant to clause 12.6.1.2, pay to the owners of the Retained Land a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing and cleaning any of the Service Media used in common between the Property and the Retained Land.
- 12.8.1.3 Will, at the Transferee's own cost, before commencement of any Development, install and bring into use new metering facilities which allow for independent metering of all Services which a) serve the Property and b) serve the Retained Land, for the purposes of separating the Property from the Retained Land for billing in respect of Services.

12.8.2 Roads and paths

- 12.8.2.1 Will, until such time as the Access Road is adopted, repair, maintain, replace, renew and clean (at appropriate times of the year) and light (at appropriate times of the day) the Access Road.
- 12.8.2.2 Will, in the event of the Transferor exercising its right pursuant to clause 12.6.3.2, pay to the owners of the Retained Land the proper and reasonable costs of repairing, maintaining, replacing, renewing and cleaning the Access Road and any equipment used in lighting the Access Road.
- 12.8.2.3 Will promptly clear any mud or other debris which is deposited on the Access Road during any Development of the Property.

12.8.3 Boundary structures

- 12.8.3.1 Will, at the Transferee's own cost, erect within 1 month of completion of any Development, and then keep in good and substantial repair and condition a close-boarded fence 2 metres high between the points marked "A" and "B" on the Plan.

12.8.4 Hoarding

- 12.8.4.1 Will, at the Transferee's own cost, prior to the commencement of any Development, erect and thereafter maintain in a good condition, until such time as Development have been completed, temporary works hoarding on the Property so as to shield the works from the Retained Land.

12.8.5 Noise and Dust Prevention

Will actively engage with the Transferor with a view to limiting the levels of noise and dust created during the carrying out of any construction works on

the Property, and have due regard to the Transferor's requirements in the regard.

12.8.6 Estate Deed of Covenant

Will ensure that all new owners of the Property, except for an owner of

registered as proprietor of the Property:

- 12.8.6.1 to comply with the Transferee's positive covenants set out in clause 12.8;
- 12.8.6.2 to apply to the HM Land Registry for a restriction to be entered on the registered title in the same form as the restriction set out in clause 12.11; and
- 12.8.6.3 not to transfer, lease or charge the Property without ensuring that the person to whom a disposal is made enters into a direct covenant with the owner of the Retained Land on the terms of this covenant.

12.8.7 Dwelling Deed of Covenant

Will ensure that (where applicable) all new owners of a Dwelling enter into a direct covenant with the Transferor, before they are registered as proprietor of the relevant Dwelling:

- 12.8.7.1 to keep in good and substantial repair and condition a close-boarded fence 2 metres high along the boundary between the relevant Dwelling and the Retained Land, where the relevant Dwelling lies on the boundary between the Property and the Retained Land;
- 12.8.7.2 to comply with the Transferee's positive covenants set out in clause 12.8.1.2 and 12.8.2.2.
- 12.8.7.3 to apply to the HM Land Registry for a restriction to be entered on the registered title in the same form as the restriction set out in clause 12.11; and
- 12.8.7.4 not to transfer, lease or charge the relevant Dwelling without ensuring that the person to whom a disposal is made enters into a direct covenant with the owner of the Retained Land on the terms of this covenant.

- 12.8.8 The Transferee will not be liable for any breach of the Transferee's positive covenants after it has transferred the whole of its interest in the Property so long as it procures that its immediate successor in title enters into a Deed of Covenant with the Transferor on or before the date of such transfer.

12.9 Indemnity

The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of title number SK296284 in so far as they are subsisting and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

12.10 Agreements and declarations

- 12.10.1 The Property will not, by virtue of this Transfer, have any rights or easements or the benefit of any other matters over the Retained Land other than those (if any) which are expressly mentioned in or granted by this Transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any

liberties, privileges, easements, rights or advantages over the Retained Land except as expressly mentioned in or created by this Transfer.

12.10.2 The Transferee will not be entitled to claim the benefit of any rights of light or air over the Retained Land. This constitutes a consent for the purposes of section 3 Prescription Act 1832.

inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

12.10.4 The walls, fences, hedges and other boundary structures dividing the Property from the Retained Land marked with an inward facing "T" on the Plan form part of the Property.

12.10.5 All other walls, fences, hedges and other boundary structures dividing the Property from the Retained Land are to be party structures and maintained accordingly.

12.10.6 Nothing contained in this Transfer is to be deemed to operate as an assignment of the benefit of any covenant or covenants imposed at any time by the Transferor on any sale or other disposal of the Retained Land.

12.10.7 No term of this Transfer shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

12.11 Applications

12.11.1 The Transferor and the Transferee apply to HM Land Registry for a restriction to be entered on the title to the Property in standard form M:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number SK296284 or their conveyancer that the provisions of clause 12.8.6 or clause 12.8.7 of this transfer have been complied with."

12.11.2 APPLICATION TO REGISTER OVERAGE DEED RESTRICTION

The Transferor and the Transferee apply to HM Land Registry to register the following restriction in standard form L:


"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by NHS Property Services Limited of Regent House, Heaton Lane, Stockport, SK4 1BS or its conveyancer that the provisions of clause ~~[CLAUSE NUMBER]~~ of a Deed dated ~~[INSERT DATE]~~ made between NHS Property Services Limited (1) and Western House Developments Limited (2) have been complied with or do not apply to the disposition."

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12.1
9 MARCH →
2023

13 Execution

Executed as a deed by NHS
PROPERTY SERVICES LIMITED)
acting by its Attorney, *Rob*)
Mr Robison ATTORNEY], in the presence of:)


attorney for NHS Property Services
Limited.

Signature of Witness



Witness Name: CONNOR WILLIAMS

Witness address:

BEVAN BRITIAN LP, KINGS ORCHARD,

1 QUEEN STREET, BRISTOL, BS2 0HQ

Witness occupation:

PARALEGAL

Executed as a deed by WESTERN
HOUSE DEVELOPMENTS LIMITED)
acting by ANTHONY JAMES MARRON a)
director, in the presence of:)

Director

Signature of Witness

.....

Witness Name:

Witness address:

.....

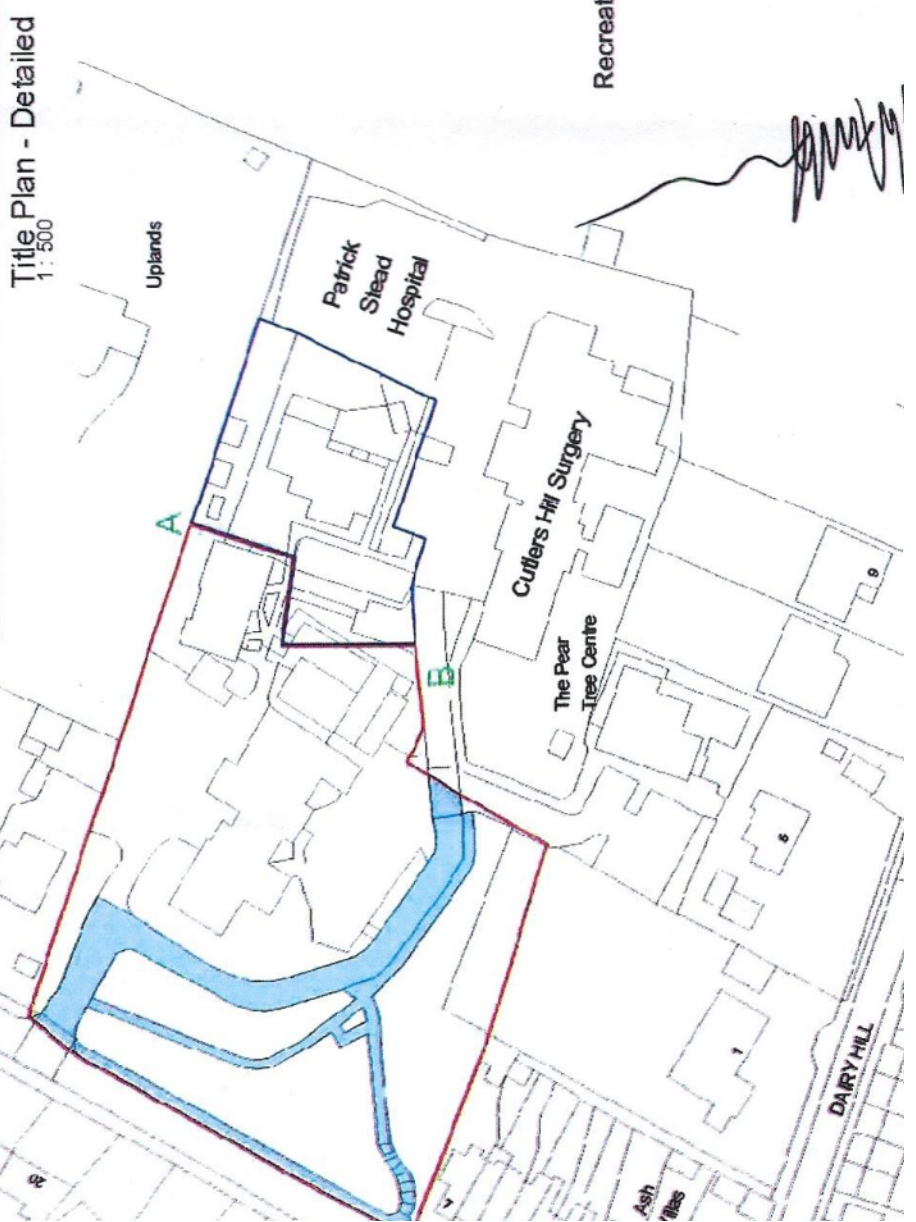
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Witness occupation:

.....



Title Plan - Detailed
1:500



This document references the following file -

Reference Name	Status	Revision
PC-XX-XX-MS-Designer-0001_5418		P01.1

Revisions	Date	Drawn	Checked
P01	16/08/22	VS/SE	VS/SE
P02	17/05/22	VS/SE	VS/SE
P03	18/05/22	VS/SE	VS/SE
P04	19/05/22	VS/SE	VS/SE
P05	06/07/22	VS/SE	VS/SE
P06	15/07/22	VS/SE	VS/SE
P07	15/07/22	VS/SE	VS/SE
P08	28/07/22	DG/SE	DG/SE

'A's'
Construction of close-boarded fence from the buyer

- Site Boundary
- NHS PS's Retained Land
- Existing access road/footpaths

Client	NHS Property Services
Project	Patrick Stead Hospital
Title	Title Plan
Project N°	5418 - 0104
Drawing N°	P08
Scale	As indicated @ A4
Scale - unless otherwise stated	As indicated @ A4
Issue Date	28/07/22
Issue For	Construction of close-boarded fence from the buyer
Scale	As indicated @ A4
Scale - unless otherwise stated	As indicated @ A4
Scale	As indicated @ A4
Scale - unless otherwise stated	As indicated @ A4
Scale	As indicated @ A4
Scale - unless otherwise stated	As indicated @ A4



The Old Steelyard
Poplar Lane
Sproughton
Ipswich
IP3 2UL

Recreatic

[Handwritten Signature]

