

Land Registry
Transfer of part of registered title(s)

TP1

1	Title number(s) out of which the property is transferred: DY272875 and DY274139
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: DY424343 and DY428893
3	Property: Four parcels of land forming part of land at Kingsway Hospital, Kingsway, Derby The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged blue on Plan 2 <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 4 June 2014
5	Transferor: Derbyshire Healthcare NHS Foundation Trust <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: Homes and Communities Agency <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:
7	Transferee's intended address(es) for service for entry in the register: Central Business Exchange II, 414-428 Midsummer Boulevard, Central Milton Keynes, MK9 2EA
8	The transferor transfers the property to the transferee

We certify that this is a true copy of the original
Eversheds LLP *Eversheds LLP*
Dated 10-06-2014

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:
The transfer is in consideration for the transfer of six parcels of land from the transferee to the transferor by way of a transfer of even date

1 The transferor transfers with

0 full title guarantee

limited title guarantee

1 Declaration of trust. The transferee is more than one person and

1 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

1. **Definitions and interpretation**

1.1 In this transfer the following words and expressions have the following meanings:

“Plan 1” the plan attached to this transfer with reference “GIA026-C007 ”

“Plan 2” the plan attached to this transfer with reference “GIA026-C012”

“Retained Land” means together:

(i) the land comprised in Title Numbers DY272875, DY274139 and DY428893 (excluding the Property); and

(ii) the six parcels of land comprised in a transfer of even date made between the transferee and the transferor shown edged in red on Plan 1.

“Title Matters” the agreements, covenants, restrictions, stipulations and other matters contained or referred to in the title registered under the Title Number.

1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.

1.3 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.

- 1.4 References to clauses are to clauses set out in this Panel 12 unless the reference is to a clause in another deed or document.
2. **Rights granted for the benefit of the Property**
- 2.1 The transfer is made together with the right of support for the Property and any buildings on it from the Retained Land and any buildings on it.
3. **Rights reserved for the benefit of the Retained Land**
- 3.1 The right of support for the Retained Land and any buildings on it from the Property and any buildings on it is reserved for the benefit of the Retained Land.
4. **Agreements and declarations**
- 4.1 Section 62 Law of Property Act 1925 and the rule in "*Wheeldon v Burrows*" do not apply to this transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land by this transfer except for those expressly granted or reserved by this transfer.
- 4.2 The parties to this transfer do not intend that any of the terms of this transfer will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
5. **Indemnity Covenant**
- 5.1 The Transferee covenants with the Transferor by way of indemnity only that the Transferee and its successors in title to the Property will comply with the Title Matters so far as they are enforceable and affect the Property and will indemnify the Transferor against all actions, claims, demands and proceedings arising from their future breach.
6. **Restrictions and other entries on the register**
- 6.1 The Transferor and the Transferee apply to the Land Registrar for the benefit of the right of support set out in clause 2.1 to be noted on the title number of the Property.
- 6.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the reserved right of support set out in clause 3.1 to be noted on the title number(s) of the Retained Land.
7. **Application to merge titles on completion**
- 7.1 The parties hereby apply to the Land Registry to merge the Property with the Transferee's existing title number DY424343

13 Execution

EXECUTED as a DEED by
DERBYSHIRE HEALTHCARE NHS)
FOUNDATION TRUST)
 whose Common Seal was)
 hereunto affixed in the presence of:)
 Authorised Signatory:

[Handwritten Signature]

Authorised Signatory: *[Handwritten Signature]*



THE COMMON SEAL of)
 Homes and Communities Agency was)
 hereunto affixed)
 in the presence of:)

Authorised Signatory

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.

© Crown copyright (ref: LR/HO) 07/08
