

Copy of email from Tim Morgan Dated 10-Jul- 2017

I am pleased to report that I have now completed the registration of your title at HM Land Registry. I attach:

- A. Copy of the title and plan for you to refer to in the future.
- B. Copy of the Convent's title and plan.
- C. Copy transfer document

One of the objects in the acquisition of the freehold by lessees is to acquire the ability to grant themselves 999 year leases at peppercorn ground rents. If you all wish to do this now we would be very happy to let you have a quote. Some of the advantages of carrying out this sooner rather than later are:-

- 1. There may be serious adverse tax implications for both the freehold company and for the individual leaseholders if the new leases are not carried out shortly after the enfranchisement.
- 2. If there is a serious defect in the lease affecting service charges or the ability to manage the building then it will be beneficial to sort the leases out as soon as possible.
- 3. You have all recently acted together to secure the freehold. It is an ideal time to sort out the leases whilst you are all in close communication.
- 4. When you wish to sell/remortgage your flat, your purchaser/new lender may require a new lease to be granted before the sale/remortgage goes through. It can take some time to sort the leases out so it may be advisable to do this now rather than at the same time as your sale/remortgage.

I attach a copy of my firm's cash account and you will note this is clear.

I am now placing any deeds provided by the freeholder in our strong room. I confirm that we do not make a charge for storing documents. If you wish me to send the deeds to you or someone else please let me know.

Regards

Tim Morgan

Partner

PLANNING APPLICATION BR/450/86

Land Registry

Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: WSX334194
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Arran Gate Marian Way Bognor Regis PO21 1PD The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date: 4 th January 2017
5	Transferor: SERVITE SISTERS TRUSTEES (ENGLISH PROVINCE) incorporated under Part 12 of the Charities Act 2011 (registered charity number: 241434) <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: ARRAN GATE LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2754644 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7	Transferee's intended address(es) for service for entry in the register: Southdown House, St Johns Street, Chichester, PO19 1XQ
8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): Twenty-seven thousand five hundred pounds (£27,500) ☐ 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
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 Definitions "The Property" means the property transferred described in paragraph 3 "The Other Land" means all the land vested in the Transferor and registered under Title Number WSX334194 and edged in green, (and part hatched brown) on the attached plan. "The Access Road" means the roadway and pavements forming part of the Other Land shown hatched brown on the attached plan "Service Installations" mean sewers drains channels pipes watercourses gutters mains wires cables or pipes and channels ducts flues conduits aerial tanks and soakaways and other conducting media and other apparatus for the supply of water electricity telephone or television or other communication signals or for the disposal of foul or surface water References to "the Transferee" and "the Transferor" shall be deemed to include their successors in title and where the Transferee is more than one person all covenants by the

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Transferee shall be deemed to be joint and several on the part of such persons

Rights granted for the benefit of the property

12.1 The following rights for the Transferee (and where appropriate his licensees visitors and employees) in common with the Transferor and others similarly entitled:

- a. A right of way with or without vehicles in over and along the Access Road
- b. The right to the free running of water waste-water sewage and electricity telephone and television signals and other services through and from existing Service Installations serving the Property on or under the Other Land and future Service Installations that have been laid within the Other Land in accordance with the rights in paragraph 12.1(c)
- c. The right on seven days prior written notice to enter on to the Other Land and to construct or lay thereon future Service Installations in such positions as the Transferor may first have approved (such approval not to be unreasonably withheld) and the Transferee making good all damage caused to the reasonable satisfaction of the Transferor's surveyor
- d. The right to enter upon any part of the Other Land in order to connect into and subsequently to inspect test repair improve or renew any existing or future Service Installations provided that the Transferee shall:
 - i. Give reasonable prior written notice to the occupier of its intention to exercise this right
 - ii. Make good any damage resulting from its exercising this right
- e. Such rights as are reasonably necessary to enter open parts of the Other Land for the purpose of carrying out works of inspecting maintaining decorating repairing and renewing the Property and necessary performance of the Transferee's obligations hereunder where it is not possible to carry out those works without taking that entry provided that the rights are exercised at reasonable times on giving reasonable prior notice (except in the case of emergency) to the Transferor and shall be in accordance with the Transferor's reasonable requirements and subject to the person exercising the right a) causing as little disturbance as possible to the Transferor and others using the Other Land and b) making good any damage thereby occasioned

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

12.2 The following rights for the Transferor (and where appropriate his licensees visitors and employees) for the benefit of the Other Land in common with the Transferee and others similarly entitled:

- a. Rights of access over the Property for the purposes of repair and maintenance of the Other Land
- b. The right to the free running of water waste-water sewage and electricity telephone and television signals and other services through and from existing Service Installations serving the Other Land on or under the Property and future Service Installations that have been laid within the Property in accordance with the rights in paragraph 12.2(c)
- c. The right on seven days prior written notice to enter on to the Property and to construct or lay thereon future Service Installations in such positions as the Transferee may first have approved (such approval not to be unreasonably withheld) and the Transferor making good all damage caused to the reasonable satisfaction of the Transferee's surveyor
- d. The right to enter upon any part of the Property in order to connect into and subsequently to inspect test repair or renew any existing or future Service Installations provided that the Transferor shall
 - i) Give reasonable notice to the occupier of their intention to exercise this right and
 - ii) Make good any damage resulting from their exercising this right

Transferor's covenants

12.3 The Transferor so as to bind the Transferor and its successors in title to the intent that this covenant shall bind the Other Land into whosoever hands the same may come for the benefit and protection of the Property or any part or parts thereof HEREBY COVENANTS with the Transferee to perform and observe the following restrictions and stipulations:-

12.3.1 The Transferor will (subject to the Transferee paying a fair proportion according to use of the Access Road being not less than two thirds) at all times properly maintain and repair the Access Road

12.3.2 Prior to any transfer of the Access Road or of any part thereof to give 14 days' written notice of the intention to execute the same to the Transferee and not to execute any such transfer unless contemporaneously therewith the transferee or lessee shall enter into a deed of covenant with the Transferee covenanting (in the terms of clause 12.3 of this transfer) on behalf of himself his successors in title and assigns and other persons claiming under him to observe and perform the restrictions and stipulations contained in clause 12.3 (including this covenant) and shall deliver such deed to the Transferee

12.3.3 To give effect to clause 12.3.2 of this Transfer to request the Chief Land Registrar to enter a Restriction on the Register of the Transferor's title to the Access Road in the following form:-

"No disposition of the registered estate (or part thereof) by the proprietor of the registered estate [the Access Road] 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 written certificate signed by the proprietor for the time-being of the [Access Road] (or their conveyancer) that the provisions of clause 12.3.2 of a Transfer dated 2016 and made between the SERVITE SISTERS TRUSTEES (ENGLISH PROVINCE) (1) and ARRAN GATE LIMITED (2) have been complied with or that they do not apply to the disposition"

Transferee's covenants

12.4 The Transferee so as to bind the Transferee and its successors in title to the Property to the intent that this covenant shall bind the Property into whosoever hands the same may come for the benefit and protection of the Other Land or any part or parts thereof HEREBY COVENANTS with the Transferor to perform and observe the following restrictions and stipulations:-

12.4.1 To make the contributions and pay on demand the sums for maintaining repairing cleaning and renewing the Access Road referred to in clause 12.3.1 of this transfer

- 12.4.2 Not to permit on the Property buildings of more than two storeys in height nor
- 12.4.3 Not to permit on the Property more than twenty four retirement housing units (including a wardens flat)
- 12.4.4 Not to permit the Property or any part to be occupied by a person of less than the state pensionable age (or such younger age as the local government authority holding the powers that were on 29th July 1987 held by Arun District Council may agree in its absolute discretion (having received a joint application by the Transferor and Transferee for an individual case PROVIDED THAT the Transferor need not be a party to any application where the age of the occupiers will be no less than 55) Provided that the following shall not be in breach of this covenant:
- (i) A husband or wife where one of them has not attained the said age
 - (ii) A spouse below the said age following the death of his or her spouse who had acquired the said age
 - (iii) In the case of one dwelling or unit only for use by a resident Warden or deputising resident warden and his or her spouse neither of whom having attained the said Age
- 12.4.5 Not to use the Property for any other purpose than is permitted by any Planning Permission for retirement housing and in particular for any purpose which would require the provision of a greater number of car parking spaces in accordance with the said Council's adopted car parking standards than is required in connection with the development
- 12.4.6 Prior to any transfer of the Property of any part thereof to give 14 days' written notice of the intention to execute the same to the Transferor and not to execute any such transfer unless contemporaneously therewith the transferee shall enter into a deed of covenant with the Transferor covenanting (in the terms of clause 12.4 of this transfer) on behalf of himself his successors in title and assigns and other persons claiming under him to observe and perform the restrictions and stipulations contained in clause 12.4 (including this covenant) and shall deliver such deed to the Transferor
- 12.4.7 To give effect to clause 12.4.6 of this Transfer to request the Chief Land Registrar to enter a Restriction on the Register of the Transferee's title to the Property in the following form:-
- "No transfer of the registered estate (or part thereof) 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 written certificate signed by the proprietor for the time-being of the estate registered under [new freehold title number] (or their conveyancer) that the provisions of clause 12.4.6 of a Transfer dated 2016 and made between the SERVITE SISTERS TRUSTEES (ENGLISH PROVINCE) (1) and ARRAN GATE LIMITED (2) have been complied with or that they do not apply to the transfer"

Additional provisions

12.5 The Transferee hereby covenants with the Transferor by way of indemnity only to observe and perform the covenants and obligations on the part of the Landlord contained in the registered Leases and to keep the Transferor indemnified from and against all future costs claims demands actions expenses losses and all liability whatsoever raised in respect of any breach non-observance and non-performance thereof

12.6 This Transfer is executed for the purposes of Chapter 1 of Part 1 of the Leasehold Reform, Housing and Urban Development Act 1993

12.7 The Property has been held by the Transferor on trust for a charity which is a non-exempt charity and the restrictions on disposition contained in Section 117 of the Charities Act 2011 (subject to Section 117(3)).

12.8 The Transferor as trustee of the charity certifies that it has power under the trusts of the charity and has satisfied the provisions of s117-9 of the Charities Act 2011 (so far as applicable to this transfer).

12.9 It is agreed and declared that the Transferee shall not become entitled to any right of light or air over the Other Land

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

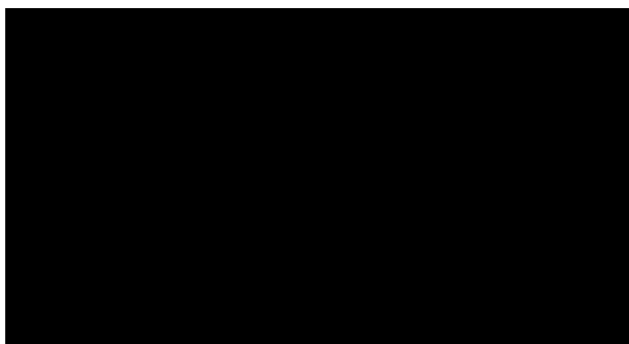
13 Execution

Executed as a deed by
ARRAN GATE LIMITED acting by
a director in the presence of

Director

Counterpart

The COMMON SEAL of
SERVITE SISTERS TRUSTEES
(ENGLISH PROVINCE) was hereunto
affixed in the presence of:-



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.

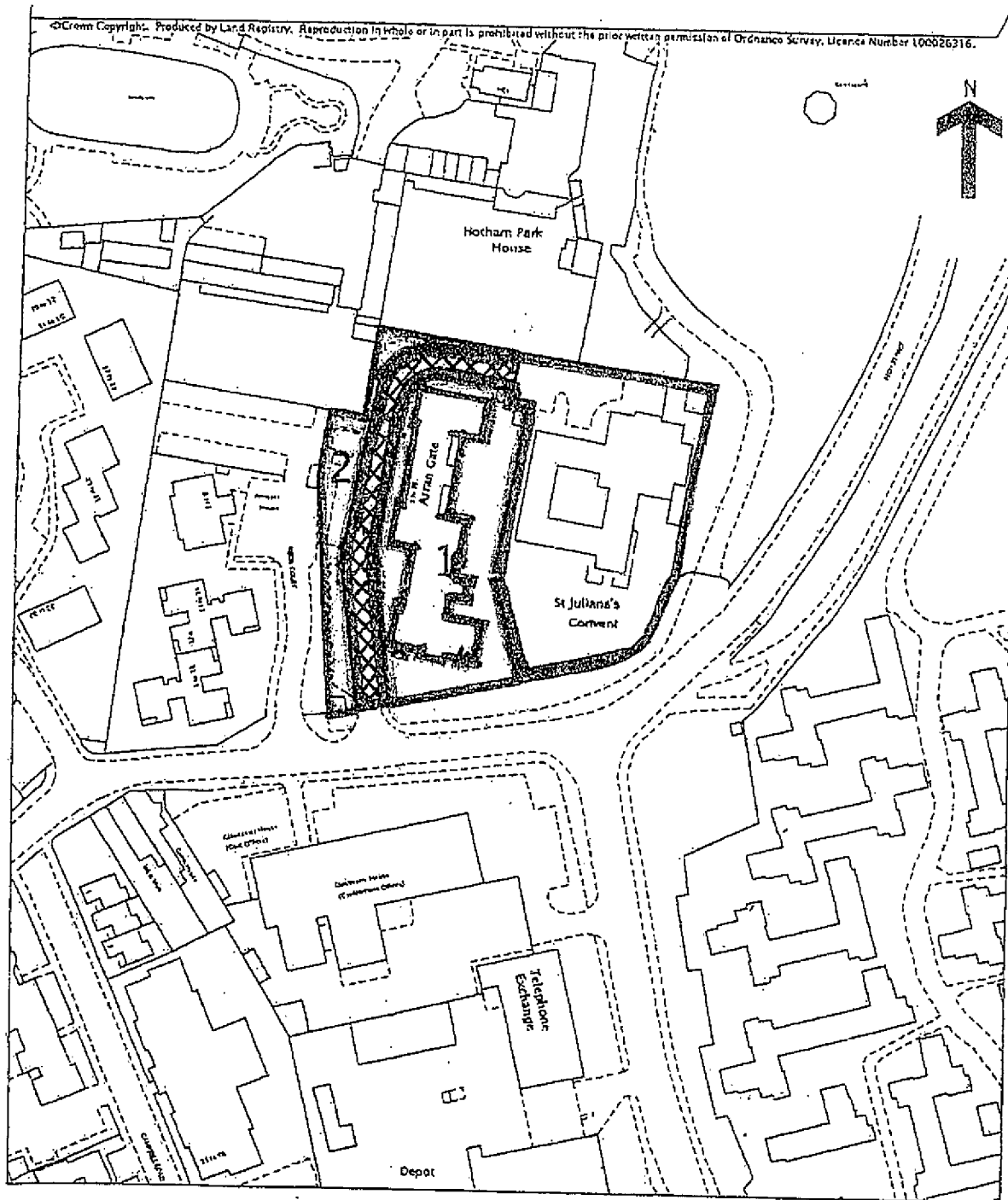
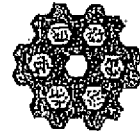
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 86 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.

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Land Registry
Official copy of
title plan

Title number WSX334194
Ordnance Survey map reference SZ9499SW
Scale 1:1250
Administrative area West Sussex : Arun



This official copy is incomplete without the preceding notes page.



Official copy of register of title

Title number WSX387474 Edition date 16.01.2017

- This official copy shows the entries on the register of title on 08 Jul 2017 at 15:14:59.
- 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 08 Jul 2017.
- 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 HM Land Registry Durham Office.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (30.03.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Arran Gate, Marian Way, Bognor Regis (PO21 1PD).
- 2 (30.03.2010) The land has the benefit of but is subject to the rights granted by a Deed dated 29 July 1980 made between (1) Servite Sisters Trustees (English Province) and (2) Arun District Council.

NOTE: Copy Deed filed under WSX334194.

- 3 (16.01.2017) The land has the benefit of any legal easements granted by the Transfer dated 4 January 2017 referred to in the Charges Register but is subject to any rights that are reserved by the said deed and affect the registered land.
- 4 (16.01.2017) The Transfer dated 4 January 2017 referred to above contains a provision as to light or air.

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 (16.01.2017) PROPRIETOR: ARRAN GATE LIMITED (Co. Regn. No. 2754644) of Southdown House, St. Johns Street, Chichester PO19 1XQ.
- 2 (16.01.2017) The price stated to have been paid on 4 January 2017 was £27,500.
- 3 (16.01.2017) RESTRICTION: No Transfer of the registered estate (or part thereof) 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 WSX387474 (or their Conveyancer) that the provisions of clause 12.4.6 of a Transfer dated 4 January 2017 made between (1) Servite Sisters Trustees (English Province) and (2) Arran

Title number WSX387474

B: Proprietorship Register continued

Gate Limited have been complied with or that they do not apply to the transfer.

C: Charges Register

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

- 1 (16.01.2017) The land is subject to such rights as may have been granted by leases of land originally in the title out of which the land in this title was transferred, for the original terms of the respective leases or until earlier extinguishment of the rights.
- 2 (16.01.2017) A Transfer of the land in this title dated 4 January 2017 made between (1) Servite Sisters Trustees (English Province) and (2) Arran Gate Limited contains restrictive covenants.

NOTE: Copy filed.
- 3 (16.01.2017) The land is subject to the lease set out in the schedule of leases hereto.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	30.03.2010	Arran Gate	24.07.1987 125 years from 24/07/1987	WSX121840

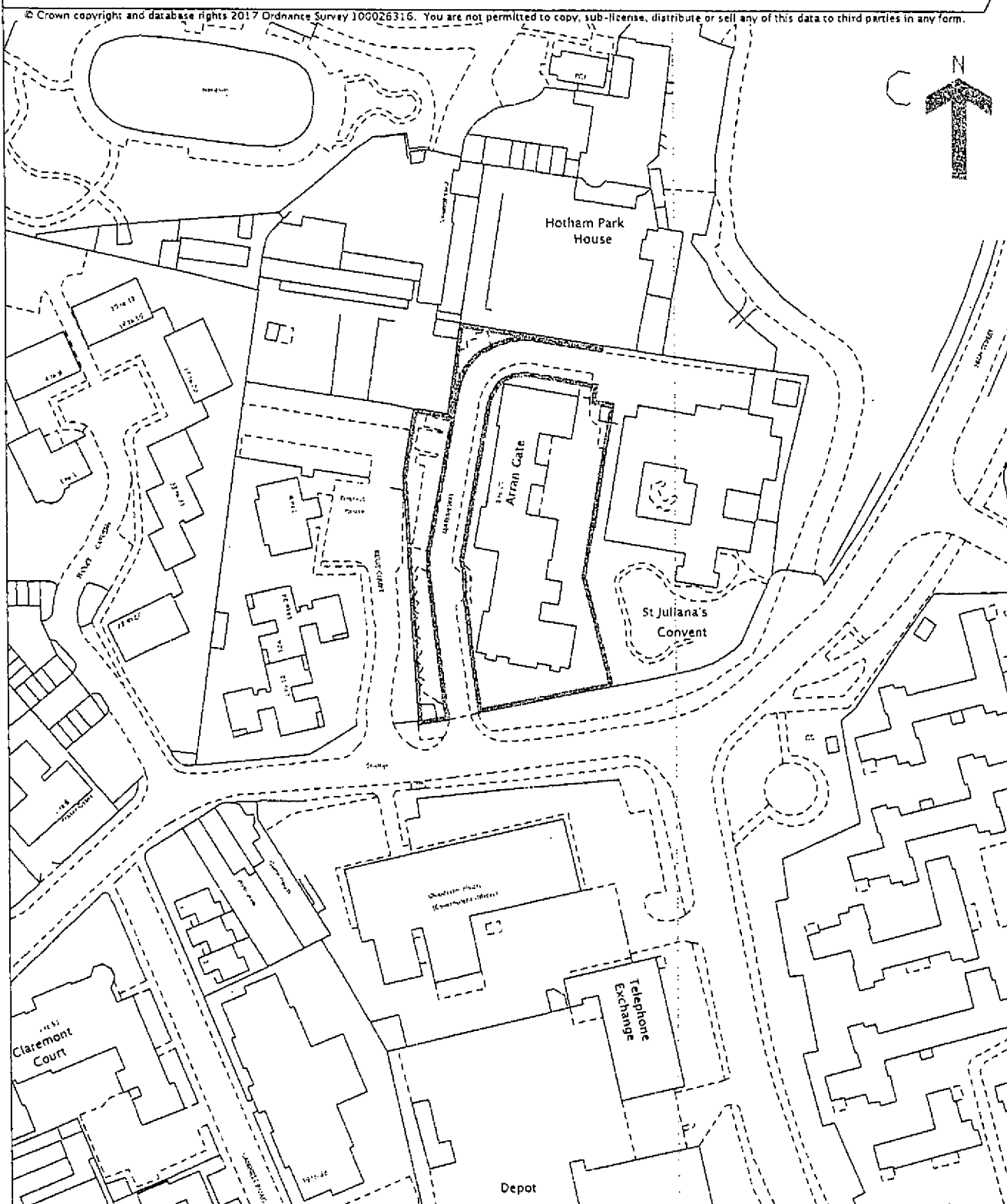
End of register

HM Land Registry
Official copy of
title plan

Title number **WSX387474**
Ordnance Survey map reference **SZ9499SW**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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This official copy is incomplete without the preceding notes page.