

# Land Registry

## Transfer of part of registered title(s)

# TP1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

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.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

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:  WA907785
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property:  Land at Whitchurch Hospital, Whitchurch, Cardiff  The property is identified  <input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor:  Cardiff & Vale University Local Health Board  <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:  Velindre University National Health Service 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:

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.

7 Transferee's intended address(es) for service for entry in the register:

Trust Headquarters, Unit 2 Charnwood Court, Parc Nantgarw, Nantgarw, Cardiff CF15 7QZ

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):

Six million eight hundred and seventy four thousand pounds £6,874,000

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

10.1 The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("**1994 Act**") shall not extend to requiring the cost of compliance with that covenant to be borne by the Transferor but shall apply so that the words "at his own cost" are deleted and replaced by the words "at the cost of the person seeking to enforce the covenant".

10.2 The covenants set out in section 3 of the 1994 Act shall extend only to charges incumbrances third party rights or other matters contemplated by that section which have been created by the Transferor.

10.3 The Transferor shall not be liable under any of the covenants sets out in section 2(1)(a) and section 3 of the 1994 Act in respect of:

10.3.1 any information provided in written form by the Transferor or its agents or the Transferor's solicitors to the Transferee or its agents or the Transferee's solicitors prior to the date of this Transfer;

10.3.2 any unregistered interests which override and which are included in schedules 1 and 3 (as amended by schedule 12) of the 2002 Act;

10.3.3 any matters which are or which might be revealed by enquiries of the local and other relevant authorities or registers and all searches which would be made by a prudent buyer of the Property.

10.4 For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee notwithstanding section 6(3) of the 1994 Act.

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

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and practice guide 24: *private trusts of land* for further guidance. These are both available on the GOV.UK website.

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.

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

**"Conduits"** means all sewers, drains, watercourses, pipes, cables, wires and other channels or conduits now present or installed in the future for the passage of Services;

**"Plan 1"** means the plan annexed to this transfer and labelled Plan 1;

**"Plan 2"** means the plan annexed to this transfer and labelled Plan 2;

**"Plan 3"** means the plan annexed to this transfer and labelled Plan 3.

**"Retained Land"** means the land comprised in the Title Number (excluding the Property).

**"Service Corridor"** the easement strip located on the Retained Land and shown coloured brown on Plan 2;

**"Services"** means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel oil and other similar services.

**"Third Party Rights"** means all rights, agreements, covenants, charges, encumbrances, restrictions and matters otherwise affecting the Property including all

such matters contained or referred to in the registers of title WA907785 as at 29 January 2020 at 17:48:52 insofar as they subsist and relate to or affect the Property.

## **12.2 Agreements and declarations**

12.2.1 The Property will not, by virtue of this transfer, have any rights, easements or the benefit of any other matters over the Retained Land any adjoining or neighbouring 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 will not apply to this transfer.

12.2.2 The Property is sold subject to:

12.2.2.1 any matters discoverable by inspection of the Property before the date of this transfer;

12.2.2.2 any matters which the Transferor does not and could not reasonably know about;

12.2.2.3 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this transfer;

12.2.2.4 public requirements;

12.2.2.5 any matters which are, or (where the Property is not registered) would be unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002 or unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002; and

12.2.2.6 the Third Party Rights.

### **12.3 Transferee's Restrictive Covenants**

#### **12.3.1 Use of the Property**

Not to 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 owners of the Retained Land PROVIDED THAT the Transferor acknowledges that the redevelopment of the Property will not be in breach of this covenant.

#### **12.3.2 Boundary**

Not to erect a boundary structure of any kind along the boundary shown edged red on Plan 3 and not to stop up or block (either temporarily or permanently) any public path crossing the boundary existing at the date hereof between the Property and the Retained Land.

### **12.4 Transferor's Restrictive Covenants**

#### **12.4.1 Use of the Retained Land -**

Not to use or permit the Retained Land 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 owners of the Property PROVIDED THAT the Transferee acknowledges that the redevelopment of the Retained Land will not be in breach of this covenant.

#### **12.4.2 Boundary**

Not to erect a boundary structure of any kind along the boundary shown edged red on Plan 3 and not to stop up or block (either temporarily or permanently) any public path crossing the boundary existing at the date hereof between the Property and the Retained Land.

### **12.5 Rights reserved for the benefit of the Retained Land**

#### **12.5.1 Support**

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

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

**12.5.2 Building**

The right to build new buildings upon and to rebuild, extend, alter or carry out any other works to any buildings from time to time on the Retained Land and by so doing to restrict or interrupt the passage of light and air to any buildings from time to time on the Property

**12.5.3 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 Rights granted for the benefit of the Property**

**12.6.1 Support**

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

**12.6.2 Building**

The right to build new buildings upon and to rebuild, extend, alter or carry out any other works to any buildings from time to time on the Property and by so doing to restrict or interrupt the passage of light and air to any buildings from time to time on the Retained Land.

**12.6.3 Services**

The Property is transferred together with the following rights for the Transferee and all persons authorised by them:

12.6.3.1 the right to dig up and excavate any part of the Service Corridor that may be necessary to lay new services or connect to any existing services that are laid in the Service Corridor and afterwards until they are adopted by a utility company to maintain for their intended purpose in, on, under or over the Service Corridor any Service Media necessary to supply services for the benefit of any part of Property;

12.6.3.2 the right at reasonable times and upon reasonable notice to the Transferor (except in cases of emergency), to enter the Service Corridor to clean, maintain, repair, alter or renew the Service Media serving the Property, but the persons exercising this right do as little damage as practicable to the Service Corridor and immediately make good all

damage caused;

- 12.6.3.3 the right to use and to connect into any Service Media in the Service Corridor serving the Property which are in existence at the date of this transfer or are installed or constructed after the date of this transfer; and

12.6.4 **Entry**

The right for the owners of the Property and those authorised by them to enter and remain upon so much as is necessary of the Retained Land on reasonable prior notice (except in case of emergency) with or without workmen, plant and equipment to:

- 12.6.4.1 repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are granted by this transfer; and

- 12.6.4.2 repair, maintain, decorate, replace, renew and clean any buildings or fences on the Property or boundary fences or party walls between the Retain Land and the Property.

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

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

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.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide 24: *private trusts of land* for further guidance.

Remember to date this deed in panel 4.

### 13 Execution

Executed as a deed by )  
**CARDIFF & VALE** )  
**UNIVERSITY LOCAL** )  
**HEALTH BOARD:** )



Signature *[Handwritten Signature]*

Name  
 (block capitals) \_\_\_\_\_

**Authorised signatory**

Signature *[Handwritten Signature]*

Name  
 (block capitals) \_\_\_\_\_

**Authorised signatory**

Executed as a deed by the )  
 affixing of the common )  
 seal of **VELINDRE** )  
**UNIVERSITY NATIONAL** )  
**HEALTH SERVICE** )  
**TRUST:**

Signature \_\_\_\_\_

Name  
 (block capitals) \_\_\_\_\_

**Authorised signatory**

Signature \_\_\_\_\_

Name  
 (block capitals) \_\_\_\_\_

**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.

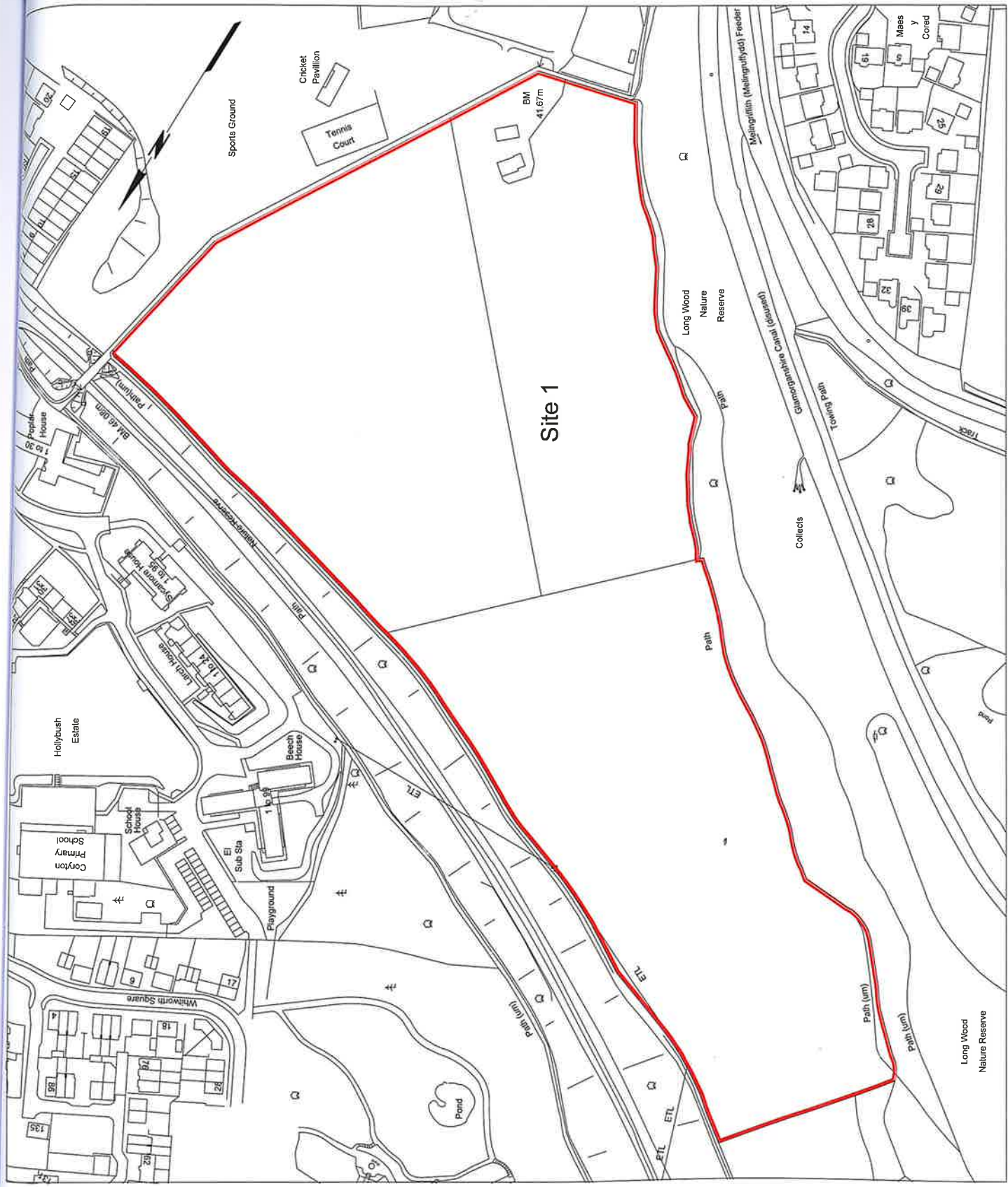
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

HERE

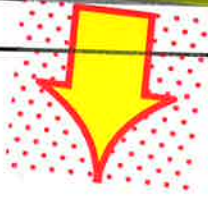
*L. Richards*  
*CPMS*



 GIG   Partneriaeth CYMRU   Cydwasaethau NHS   Shared Services WALES   Partnership <small>Specialist Estates Services</small>	N.H. Davies <small>BSc (Hons), Dip Proj Man (RICS),          MBA, MCIOSH, FHEA</small> Director Specialist Estates Services
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OS Title Ref. No. NATIONAL GRID REFERENCE OS Title Ref. No.	OS Title Ref. No. OS Title Ref. No.
Clive Ball BSc (Hons) MRICS Head of Property Specialist Estates Services	Clive Ball BSc (Hons) MRICS Head of Property Specialist Estates Services
Title <b>Whitchurch Hospital</b> Site 1	Title <b>Whitchurch Hospital</b> Site 1
Scale <b>1:1250 @ A2</b>	Scale <b>1:1250 @ A2</b>
Produced by MM	Produced by Drawing Number <b>W55_21S /1</b>
Date Issued MM 4/9/20	Date Issued MM 4/9/20
Date Created 4/9/20	Date Created 4/9/20



*CPM*  
*L. Richards*



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 BSc (Hons), Dip Proj Mgt (RICS)  
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 Director  
 Specialist Estates Services

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 NATIONAL GRID REFERENCE OS Tile Ref. No.

Clive Ball BSc (Hons) MRICS  
 Head of Property  
 Specialist Estates Services

Title

Utilities Easement,  
 Whitchurch Sites,  
 Cardiff

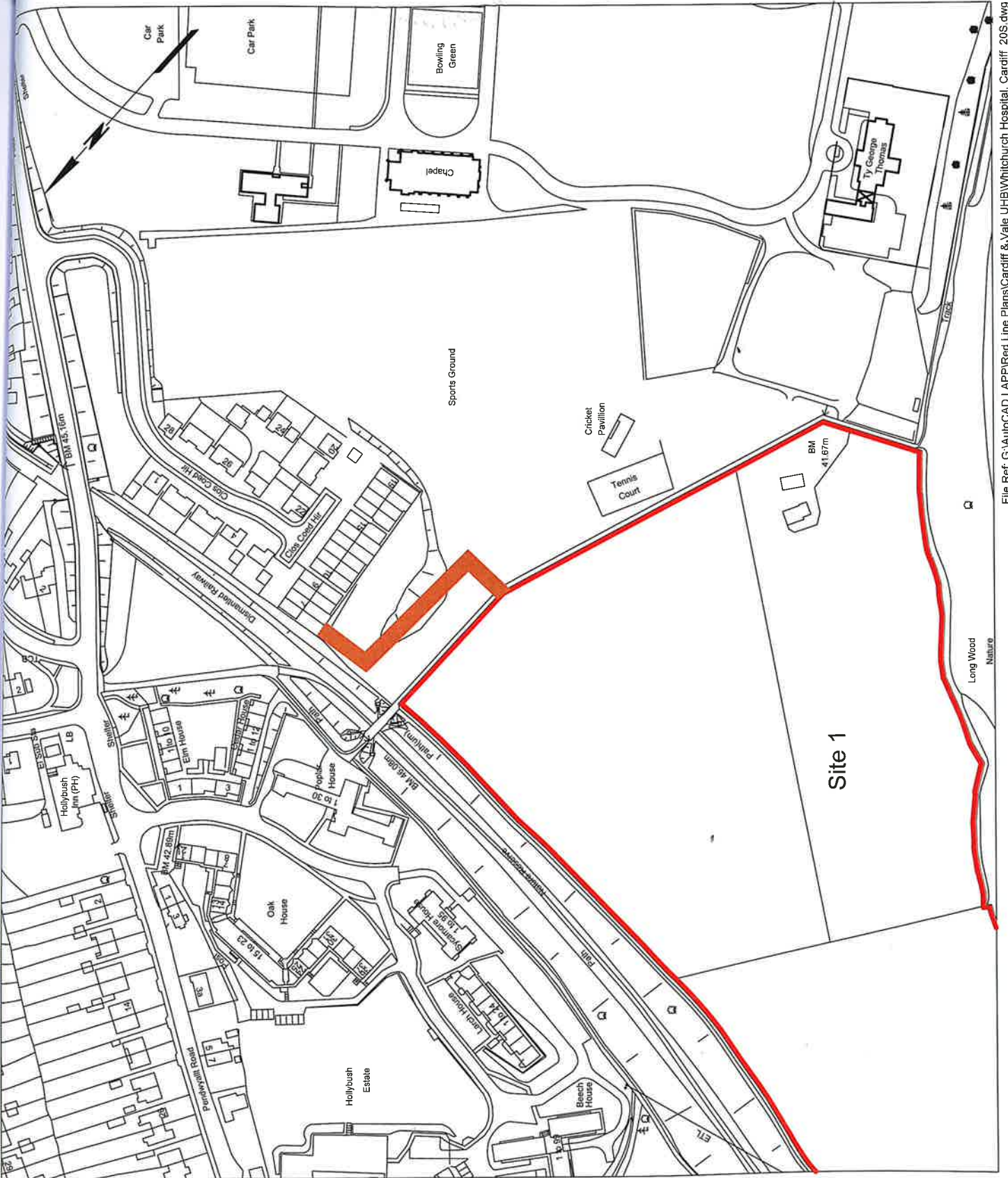
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 Drawing Number

Date Issued RT 29/07/20

Date Created 29/07/20

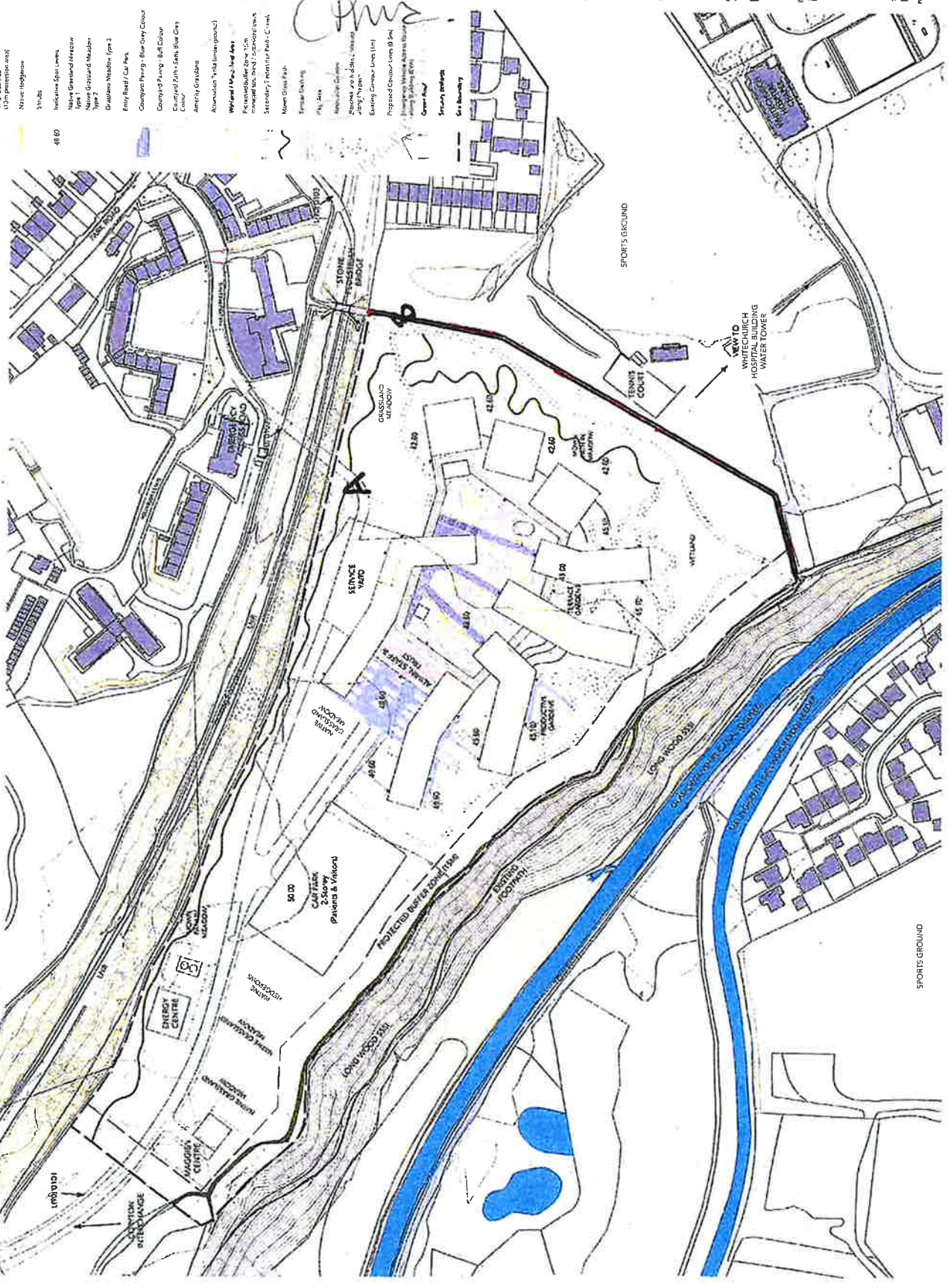
W55\_20S/1





**LEGEND**

- Proposed Tree Circulation
- Proposed Tree Elevation
- Existing Tree
- 100' Oak Tree (10' Protection Zone)
- Native Hedgerow
- 5' x 25'
- Native Grassland Meadow
- Native Grassland Meadow Type 2
- Grassland Meadow Type 3
- Entry Road / Car Park
- Concrete Paving - Blue Grey Colour
- Concrete Paving - Blue Colour
- Concrete Path - Blue Blue Grey
- Concrete Path - Blue Blue Grey
- Asphalt Grading
- Atmospheric Tidal (under ground)
- Watered Area - Blue Grey
- Proposed Boundary
- Secondary Tertiary Park - Creek
- Normal Glass Path
- Formal Pathway
- Play Area
- Atmospheric Tidal
- Shrub / Tree / Grass / Hedge
- Existing Concrete Lines (1m)
- Proposed Concrete Lines (8m)
- Proposed Concrete Lines (8m)
- Green Roof
- Security Boundary
- Site Boundary



*L. Richards*  
*Chris*



DATE: 10/10/2023  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

CLIENT: VELINDRE NHS TRUST  
 PROJECT: VELINDRE CANCER CENTRE  
 PARK ROAD, CARDIFF, CF14 7XB

LANDSCAPE MASTERPLAN GA

SCALE: 1:500 @ A1  
 PROJECT NO: 011282-HSL-00-ZZ-DR-L-0901-S0-PUA

DATE: 10/10/2023