

**These are the notes referred to on the following official copy**

Title Number IW78879

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Land Registry  
Transfer of whole of registered title(s)

TR1

1	Title number(s) of the property: IW78879
2	Property: Land lying to the north-east side of Solent View Road, Seaview
3	Date: <u>2 November</u> 2022
4	Transferor: THE KING'S COLLEGE OF OUR LADY OF ETON BESIDE WINDSOR otherwise called ETON COLLEGE <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:
5	Transferee for entry in the register: SUREJUST LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02325053 <u>For overseas companies</u> (a) Territory of incorporation:   (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register: 20 College Close, Sandown PO36 8EB
7	The transferor transfers the property to the transferee
8	Consideration  <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): One hundred and twenty five thousand pounds (£125,000) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
9	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee

limited title guarantee

9.1 The covenants for title implied under the Law of Property (Miscellaneous Provisions) Act 1994 (the **1994 Act**) are modified so that:

9.1.1 the covenant set out in section 2(1)(b) of the 1994 Act will not extend to costs arising from the Transferee's failure to:

- (a) make proper searches; or
- (b) raise requisitions on title or on the results of the Transferee's searches; and

9.1.2 the covenant set out in section 3 of the 1994 Act will extend only to charges or incumbrances created by the Transferor.

10 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:

11 **Additional provisions**

11.1 **Interpretation**

11.1.1 The following definitions and rules of interpretation apply in this transfer:

**Overage Deed**  
the overage deed made between (1) the Transferor and (2) the Transferee made on the same date as this transfer

**Title Matters**  
any matters contained or referred to in the property and charges registers of title number IW78879

11.1.2 A **person** includes a corporate or unincorporated body.

11.1.3 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

11.1.4 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

- 11.1.5 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this transfer.
- 11.1.6 Clause and Schedule headings shall not affect the interpretation of this transfer.
- 11.1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 11.1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 11.1.9 Where the Transferor or the Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

**11.2 Matters affecting the Property**

- 11.2.1 The Transferor will sell the Property free from incumbrances other than:
- (a) the Title Matters;
  - (b) any matters discoverable by inspection of the Property before [ 2 November ] 2022; (CRS)
  - (c) any matters which the Transferor does not know about;
  - (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
  - (e) public requirements;
  - (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002 (the 2002 Act);
  - (g) any interests which fall within section 11(4)(c) of the 2002 Act; and
  - (h) such unregistered interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 of the 2002 Act.
  - (i) (any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002 (the 2002 Act);
  - (j) any interests which fall within section 11(4)(c) of the 2002 Act;
  - (k) such unregistered interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 of the 2002 Act;
  - (l) the terms of the Overage Deed.
- 11.2.2 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the 1994 Act, notwithstanding section 6(3) of the 1994 Act.

**11.3 Transferees covenants**

11.3.1 The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the Title Matters and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

**11.4 Applicable law and jurisdiction**

This transfer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**11.6 Third party rights**

A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

**11.7 Charity Act Statements**

11.7.1 The Property is held by the Transferor, a non-exempt charity, and this transfer is not one falling within section 117(3)(a), (b), (c) or (d) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117 to 121 of that Act apply to the land.

11.7.2 The charity trustees, being the persons who have the general control and management of its administration certify that:

- (a) they have power under the trusts of the charity to effect this transfer; and
- (b) they have complied with the provisions of sections 117 to 121 of the Charities Act 2011 so far as applicable.

**11.8 Land Registry restriction against Transferee's title**

The Transferee consents to the entry of the following restriction against the Transferee's title to the Property at the Land Registry following the registration of this transfer and shall provide the Transferor with all necessary assistance and/or documentation to permit entry of the restriction:

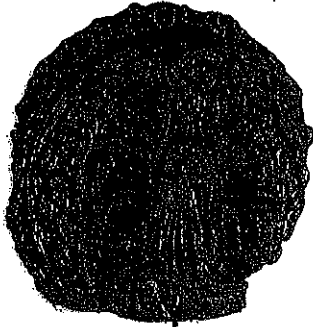
"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this Restriction, is to be registered without a written consent signed by Eton College of The Bursary Eton College Windsor SL4 6DJ or their conveyancer"

12

Execution

This transfer has been executed as a deed and is delivered and takes effect on the date stated.

EXECUTED (but not delivered )  
until the date inserted herein )  
as a DEED by affixing the  
COMMON SEAL of ETON  
COLLEGE in the presence of:



*[Handwritten signature]*  
.....  
Fellow  
*[Handwritten signature]*  
.....  
Fellow  
*[Handwritten signature]*  
.....  
Bursar

Signed as a deed by  
**SUREJUST LIMITED:**

.....

In the presence of

.....  
Witness signature

Witness name (in BLOCK  
CAPITALS)  
Address

.....  
.....  
.....

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) 12/14





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12

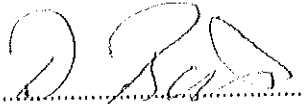
Execution

This transfer has been executed as a deed and is delivered and takes effect on the date stated.

EXECUTED (but not delivered )  
until the date inserted herein )  
as a DEED by affixing the  
COMMON SEAL of ETON  
COLLEGE in the presence of:

.....  
Fellow  
.....  
Fellow  
.....  
Bursar

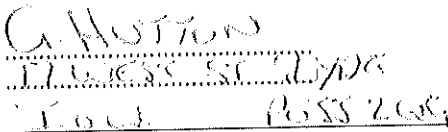
Signed as a deed by  
**SUREJUST LIMITED:**



In the presence of

  
.....  
Witness signature

Witness name (in BLOCK  
CAPITALS)  
Address

  
.....  
WITNESS SIGNATURE  
.....  
Fellow Bursar

WARNING

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