

Land Registry
Official copy of
title plan

Title number **AGL241354**
Ordnance Survey map reference **TQ2190SW**
Scale **1:1250**
Administrative area **BARNET**

Plan 2



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[Signature]
Director of Corporate Governance



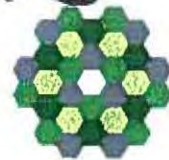
C/BD
Depping

Ben Smith

Land Registry
Official copy of
title plan

Title number NGL729018
Ordnance Survey map reference TQ2190SW
Scale 1:1250
Administrative area BARNET

Plan 3



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[Signature]
Director of Corporate Governance



Colindale Hospital

[Signature]

[Signature]

[Signature]

Land Registry

Transfer of part of registered title(s)

Transfer 1

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: NGL729018
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: AGL241354, AGL163427
3	Property: The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: coloured green on Plan 1 <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 16 March 2012
5	Transferor: BARNET ENFIELD AND HARINGEY MENTAL HEALTH 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:
6	Transferee for entry in the register: FAIRVIEW NEW HOMES (SOUTH EAST) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: Company Registered Number: 03427497 (Cardiff) <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

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

50 Lancaster Road, Enfield, Middlesex EN2 0BY

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):

FIVE HUNDRED AND EIGHTEEN THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£518,750) receipt of which is hereby acknowledged

☐ 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 Transferor shall not be liable under the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 unless the Transferee agrees to reimburse all costs and expenses incurred by the Transferor in doing so.

10.2 The covenants set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any charge, incumbrance or other right of which the Transferor does not have actual knowledge or which was created after the date hereof (otherwise than 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

In this Transfer the following expressions will have the following meanings:

"Conduits": sewers, drains, wires, cables, watercourses and other conducting media and also manholes, inspection chambers, tanks, soakaways and apparatus used in conjunction with them which are either in existence at the date of this Transfer or are constructed from time to time;

should be defined by reference to a plan.

"Energy Supply": the supply of heat distributed via the Energy System;

"Energy System": the combined heat and power distribution network on the Estate;

"ESCO": E.On UK Limited (Company number 2366970) or its successor as energy supply company pursuant to the ESCO Agreement;

"ESCO Agreement": means the Master Agreement for the Provision of Heat and Power to the Former Colindale Hospital, Colindale Avenue, London dated 3 September 2010 and made between E.ON UK PLC (1), Fairview New Homes (Colindale) Limited (2) and Colindale Hospital Management Company Limited (3);

"Estate": means the land now or formerly vested in Fairview New Homes (Colindale) Limited and registered under title number AGL163427 and the adjoining land of the Transferee registered at the date of this Transfer under title AGL241354;

"Lease": the lease of Elysian House which includes part of the Property dated 19 January 2012 and made between the Transferor (1) and National Schizophrenia Fellowship (2);

"Pink Land": the land coloured pink on Plan 1 and every part of that land;

"Plan 1": the plan annexed to this Transfer numbered 1 and named "Land Transfer Plan 1";

"Plan 2": the plan annexed to this Transfer numbered 2 and named "Land Transfer Plan 2";

"Plan 3": means the plan annexed to this Transfer numbered 3 and named "Phase 1 redevelopment Birch, Willow developed Elysian undeveloped";

"Plan 4": means the plan annexed to this Transfer numbered 4 and named "Phase 1 redevelopment Birch, Willow, Elysian developed";

"Property": the land shown coloured green on Plan 1 and each and every part of that land;

"Retained Land": the land to be retained by the Transferor registered at the date of this Transfer under title number NGL729018 excluding the Property and known as Elysian House;

"Services": water, foul and surface water drainage, gas, electricity, telecommunications and other services and supplies;

"VAT": value added tax or any tax or duty of a similar nature substituted for or in addition to it;

"Working Day": means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

12.2 INTERPRETATION

In this Transfer:

12.2.1 The expression "the Transferor" includes the Transferor's successors in title the owner or owners for the time being of the Retained Land.

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

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

- 12.2.2 The expression "the Transferee" includes the Transferee's successors in title the owner or owners for the time being of the Property except where indicated;
- 12.2.3 References to any clause, paragraph or schedule without any further designation are to the clause or paragraph of or schedule to this Transfer so numbered;
- 12.2.4 Headings are for convenience only and do not affect its interpretation;
- 12.2.5 Any provision by either party not to do any act or thing shall include an obligation not to allow that act or thing to be done;
- 12.2.6 Any payment or other consideration to be provided is exclusive of VAT;
- 12.2.7 Whenever there is an obligation imposed on any party to make a payment then there is implied an additional obligation by that party to pay all VAT due on that payment;
- 12.2.8 References to a statute include any statutory extension or modification or re-enactment of the statute and any regulations or orders made under it except that references to the Town and Country Planning (Use Classes) Order 1987 shall be to that Order in the form which is in force on the date of this Transfer;
- 12.2.9 The words "include", "includes" and "including" are deemed to be followed by the words "without limitation";
- 12.2.10 Any right of entry includes the right to enter with workmen, machinery, equipment, tools and materials.

12.3 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY AND THE ESTATE

- 12.3.1 The Property is transferred subject to and together with the benefit of the rights and matters referred to in the Property Register of title number NGL729018 subsisting at 16:58 on 20 December 2011 so far as they relate to the Property and subsist and are capable of being enforced.
- 12.3.2 The Transferor grants to the Transferee for the benefit of the Property and the Estate the rights set out in Schedule 1.

12.4 RIGHTS RESERVED AND GRANTED FOR THE BENEFIT OF OTHER LAND

The Transferor excepts and reserves for the benefit of the Retained Land and the Pink Land and the Transferee grants for the benefit of the Pink Land the rights set out in Schedule 2 Provided That such rights shall cease and determine on any transfer of the Retained Land and/or the Pink Land by the Transferor to the Transferee or the registered proprietor of the Estate or any part of it for the time being and Provided Further that in respect of the Pink Land the Transferee grants such rights only in respect of that part of the Pink Land formerly part of the land registered under title number AGL241354.

12.5 COVENANTS BY THE TRANSFeree

- 12.5.1 The Transferee for itself and its successors in title **COVENANTS** with the Transferor as mentioned in Part 1 of Schedule 3.
- 12.5.2 The Transferee **COVENANTS** with the Transferor to the intent that the covenants will bind the Property and benefit the Retained Land and the Pink Land into whosoever hands the same may come as mentioned in Part 1 of Schedule 4.
- 12.5.3 With the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that the Transferee will observe and perform the covenants, conditions and other obligations contained or referred to in the Charges Register of title number NGL729018 subsisting at 16:58:49 on 20 December 2011 so far as they relate to the Property and are subsisting and capable of being enforced.
- 12.5.4 The Transferee will keep the Transferor indemnified against all actions, claims, demands, losses, costs, damages and liabilities arising by reason of any breach of the covenants, conditions and obligations referred to in clauses 12.5.1, 12.5.2 or 12.5.3.

12.6 COVENANTS BY THE TRANSFEROR

- 12.6.1 The Transferor for itself and its successors in title **COVENANTS** with the Transferee as mentioned in Part 2 of Schedule 3.
- 12.6.2 The Transferor **COVENANTS** with the Transferee to the intent that the covenants will bind the Retained Land and the Pink Land and benefit the Property and the Estate into whosoever hands the same may come as mentioned in Part 2 of Schedule 4.
- 12.6.3 The Transferor will keep the Transferee indemnified against all actions, claims, demands, losses, costs, damages and liabilities arising by reason of any breach of the covenants, conditions and obligations referred to in clauses 12.6.1 or 12.6.2.

12.7 HM LAND REGISTRY RESTRICTION

The Transferor and the Transferee request the Chief Land Registrar to enter upon the Proprietorship Register of the Property a restriction referring to this Transfer and reading as follows:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent signed on behalf of Barnet Enfield and Haringey Mental Health National Health Service Trust or without a certificate signed by the solicitors to the registered proprietor confirming that the provisions of an Agreement dated [16 March 2012] made between Barnet Enfield and Haringey National Health Service Trust (1) Fairview New Homes (South East) Limited (2) Fairview Holdings Limited (3) and (4) Fairview New Homes (Colindale) Limited have been

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

complied with or do not apply to the disposition".

12.8 DECLARATIONS

12.8.1 Neither the Transferor nor the Transferee is entitled or will become entitled to any right of light or air to or any other easement, right or privilege for the benefit of the Retained Land or the Pink Land or the Property (as the case may be) (except as may be expressly granted by this Transfer).

12.8.2 The transfer of the Property is made subject to and with the benefit of the Lease.

12.9 ENFORCEMENT OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

It is not intended that any person shall be entitled to enforce any provisions of this Transfer who would not have been so entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999.

Schedule 1

(The rights granted for the benefit of the Property and the Estate)

1. The right (in common with the Transferor and all others authorised by the Transferor) for the enjoyment of the Property and the Estate to the passage and running of Services through any Conduits laid in, under, through or over the Retained Land and/or the Pink Land and serving the Property and/or the Estate (if any) but not so as to overload the Conduits **PROVIDED THAT** the Transferee and the owner of the Property has the right to use no less capacity of the Conduits than it currently uses
2. The right to construct new Conduits and make connections into and to use any Conduits now laid in, under, through or over the Retained Land and/or the Pink Land for the passage and running of Services to and from the Property and/or the Estate provided that the owner of the Property and/or the Estate shall first obtain the written approval of the Transferor to the route and location of such Conduits and connection points which approval shall not be unreasonably withheld or delayed
3. The right to enter onto any part of the Retained Land and/or the Pink Land unbuilt on from time to time in so far as is necessary to:
 - 3.1 inspect, repair, clean, maintain, connect into, disconnect, modify, enlarge, replace, renew or carry out any other works in respect of any Conduits now serving the Property and/or the Estate or laid in exercise of the right contained in paragraph 2 of this Schedule 1;
 - 3.2 carry out any works necessary as a result of a breach by the Transferor of any of its covenants in this Transfer;
 - 3.3 to exercise any other rights granted in this Transfer requiring a right of entry

and any right of entry on to the Retained Land and/or the Pink

Land shall be exercised in a reasonable manner causing as little damage or disturbance to the Retained Land and/or the Pink Land and those authorised to use it as is reasonably practicable.

4. Subject to giving not less than one week's prior written notice to the Transferor the right to divert the Conduits laid in, under, through or over the Property and/or the Estate (if any) as may serve the Retained Land and/or the Pink Land at the expense of the Transferee to a location no less convenient than the existing Conduits (as determined by the Transferee acting reasonably) **PROVIDED THAT** there is no interruption or diminution in the supply of Services through the Conduits to the Retained Land and/or the Pink Land.
5. The right of support and protection from the Retained Land and the Pink Land for the benefit of the Property and the Estate.
6. The exclusive right to use that part of the Retained Land hatched black on Plan 1 and that part of the Pink Land hatched black on Plan 1 for the purposes of carrying out and completing the Transferee's development on the Property and the adjoining land of the Transferee registered under title number AGL241354 in the form of the attached licence.
7. Following completion of the redevelopment of the Retained Land and the Pink Land in accordance with planning permission with reference H/04541/11 a right of way at all times and for the purposes of gaining access to and egress from the Property and the Estate with or without vehicles over that part of the Retained Land and the Pink Land shown cross hatched on Plan 2 subject to paying on demand a fair and reasonable proportion of the proper and reasonable cost of repairing and maintaining the land and the roadway to be constructed on it

Schedule 2

(The Rights Excepted and Reserved for the benefit of the Retained Land and Granted for the benefit of the Pink Land)

1. The right (in common with the Transferee and all others authorised by the Transferee) for the enjoyment of the Retained Land and the Pink Land to the passage and running of Services through any Conduits laid in, under, through or over the Property and serving the Retained Land and/or the Pink Land (if any) but not so as to overload the Conduits **PROVIDED THAT** the Transferor and the owner of the Retained Land and the Pink Land has the right to use no less capacity of the Conduits than it currently uses
2. The right to construct new Conduits and make connections into and to use any Conduits now laid in, under, through or over the Property for the passage and running of Services to and from the Retained Land and the Pink Land provided that the owner of the Retained Land and the Pink Land shall first obtain the written approval of the Transferee to the route and location of such conduits and connection points which approval shall not be unreasonably withheld or delayed
3. The right to enter onto any part of the Property unbuilt on from time to time in so far as is necessary to:

3.1 inspect, repair, clean, maintain, connect into,

disconnect, modify, enlarge, replace, renew or carry out any other works in respect of any Conduits now serving the Retained Land and/or the Pink Land or laid in exercise of the right contained in paragraph 2 of this Schedule 2;

3.2 carry out any works necessary as a result of a breach by the Transferee of any of its covenants in this Transfer;

3.3 to exercise any other rights granted in this Transfer requiring a right of entry

and any right of entry on to the Property shall be exercised in a reasonable manner causing as little damage or disturbance to the Property and those authorised to use it as is reasonably practicable.

4. Subject to giving not less than one week's prior written notice to the Transferee the right to divert the Conduits laid in, under, through or over the Retained Land and/or the Pink Land (if any) as may serve the Property at the expense of the Transferor to a location no less convenient than the existing Conduits (as determined by the Transferor acting reasonably) **PROVIDED THAT** there is no interruption or diminution in the supply of Services through the Conduits to the Property.

5. The right of support and protection from the Property for the benefit of the Retained Land and the Pink Land.

6. Following completion of the redevelopment of the Retained Land and the Pink Land in accordance with planning permission with reference H/04541/11 a right of way at all times and for the purposes of gaining access to and egress from the Retained Land and/or the Pink Land with or without vehicles over that part of the Property shown cross hatched on Plan 2 subject to paying on demand a fair and reasonable proportion of the proper and reasonable cost of repairing and maintaining the land and the roadway to be constructed on it.

7. Following completion of the redevelopment of the Property and the adjoining land of the Transferee registered at the date of this Transfer under title AGL241354 the right to remove the fencing erected by the Transferee pursuant to the covenant contained in paragraph 2 of Schedule 3 Part 1.

Schedule 3
Part 1
(Transferee's Covenants)

1. To maintain in good repair and condition the Conduits that are situated in under through or over the Property and serve or are capable of serving the Retained Land and/or the Pink Land.

2. Prior to any commencement of any development of the Property to erect a 6 foot high close boarded fence with concrete gravel boards and posts in the position shown by the red line on Plan 1 provided that for the duration of the exercise of the licence referred to in paragraph 6 of Schedule 1 the Transferee shall not be required to erect such fencing along that part of the route shown by the red line between the points marked "B" to "C" to "D" to "E" on Plan 1 but shall only be required to erect temporary but secure fencing between

points "B" to "E" on Plan 1 and following the expiry of the said licence the Transferee shall remove the fencing between points "B" to "E" and shall erect permanent fencing to the specification referred to above along points "B" to "C" to "D" to "E" on Plan 1 and thereafter to keep the same in good repair and condition until such time as the Transferor may remove such fencing in order to facilitate its development of the Retained Land and the Pink Land and to keep in good repair and condition any boundary railings, gates, fences or walls which may at any time be erected along the boundary separating the Retained Land and/or the Pink Land from the Property and the Estate.

3. To make good as soon as practicable all damage caused to the Retained Land and/or the Pink Land by or during the exercise of any right of entry on to the Retained Land and/or the Pink Land.
4. The Transferee (here meaning Fairview New Homes (South East) Limited (Company Number 3427497) and not its successors) shall if so requested in writing by the Transferor procure that ESCO shall allow the connection of the Retained Land and the Pink Land to the Energy System so as to receive heat from the Energy System in accordance with the terms of the ESCO Agreement.
5. The Transferee shall at the entire cost of the Transferee and without charge to the Transferor as part of the works of redeveloping the Property and the adjoining land of the Transferee registered under title number AGL241354 lay a connection to the Energy System capped off at the boundary of the Retained Land or the Pink Land in a position to be agreed between the Transferor and the Transferee (such agreement not to be unreasonably withheld or delayed) within a reasonable period following such agreement.
6. The Transferee shall at the entire cost of the Transferee and without charge to the Transferor as soon as reasonably practicable following receipt of a request in writing from the Transferor diligently commence and complete the relocation of the car parking spaces numbered 1-20 inclusive and coloured orange on Plan 3 to the locations of the car parking spaces numbered 1-20 inclusive and coloured orange on Plan 4 and lay out the section of the roadway on that part of the Property giving access to the car parking spaces numbered 9 and 10 and coloured orange on Plan 4 up to the boundary of that part of the Property with the Retained Land and the Pink Land between the points marked "A" and "B" on Plan 2.
7. The Transferee shall not grant any rights to the use of car parking spaces 1-20 inclusive and coloured orange on Plan 3 which are not capable of being varied to enable the relocation of them as shown on Plan 4.
8. Prior to exercising the rights granted in Schedule 1 the Transferee at the cost of the Transferee shall obtain where necessary the consent of the lessee under the Lease.

Part 2 (Transferor's Covenants)

1. To maintain in good repair and condition the Conduits that are situated in under through or over the Retained Land

and/or the Pink Land and serve or are capable of serving the Property and/or the Estate.

2. To make good as soon as practicable all damage caused to the Property by or during the exercise of any right of entry on to the Property.
3. To observe and perform the covenants and obligations of the landlord contained or referred to in the Lease to the extent they are binding on or affect the owner of that part of the Property subject to the Lease.

Schedule 4

Part 1

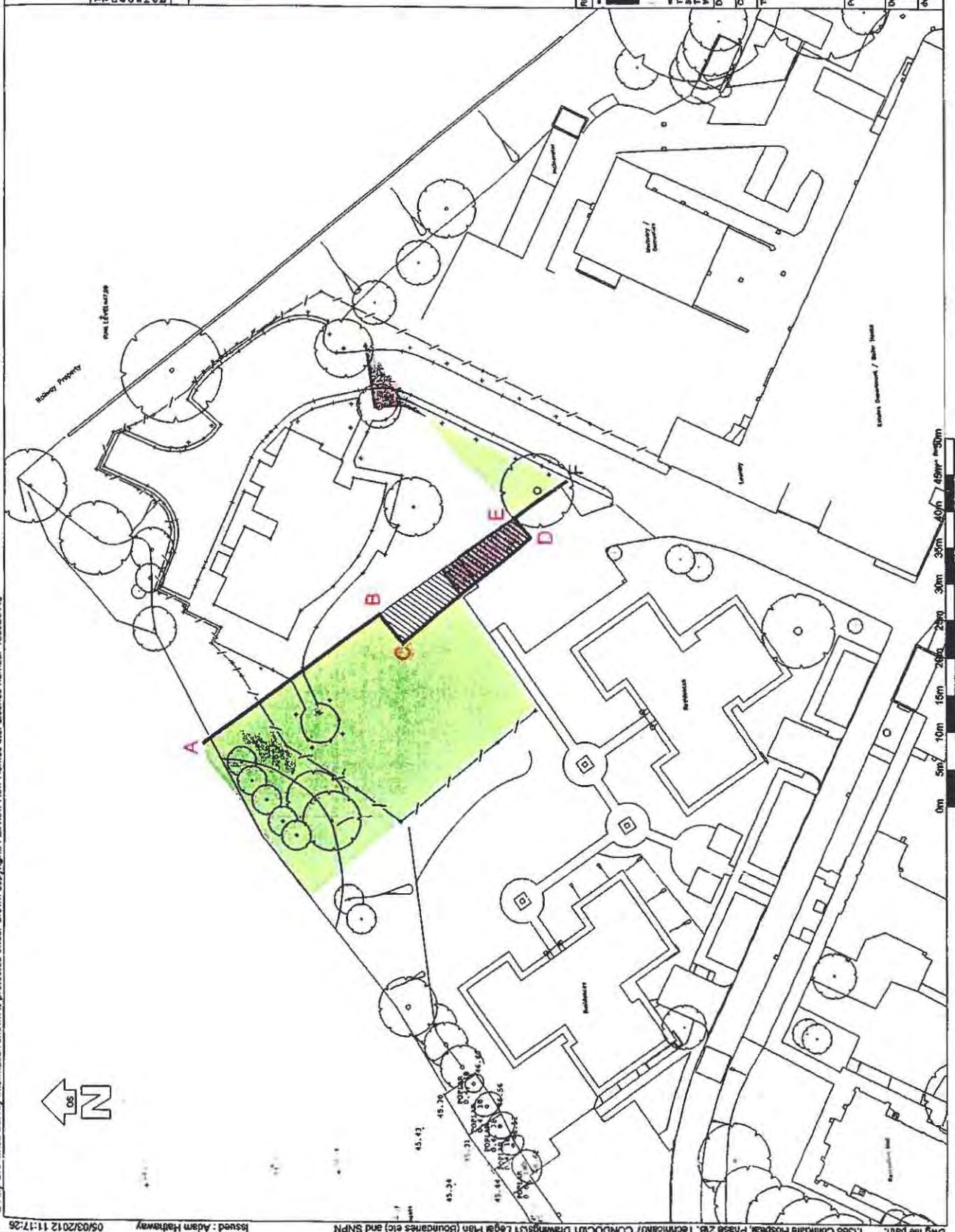
(Restrictive Covenants on the Property)

1. Not to exercise any right of entry on to the Retained Land and/or the Pink Land except:
 - 1.1 in a reasonable manner causing as little damage or disturbance as reasonably possible to the Retained Land and/or the Pink Land and those authorised to use it and;
 - 1.2 after first giving reasonable written notice of the proposed entry to the Transferor (except in the case of an emergency).
2. Not to obstruct access to Conduits in, under, through or over the Property which serve or are intended to serve the Retained Land and/or the Pink Land.
3. Not to discharge into the Conduits serving the Retained Land and/or the Pink Land any substance which may cause any damage to or obstruction in the Conduits.
4. Not to exercise the right of way granted in paragraph 7 of Schedule 1 so as to cause any nuisance, annoyance or disturbance to the Transferor or to the tenants or occupiers of the Retained Land and/or the Pink Land.
5. Not to impede the right of way reserved in paragraph 6 of Schedule 2.
6. Except to the extent necessary in order to comply with its obligations contained in this Transfer not to do anything in breach of the provisions of the Lease or which shall cause the Transferor to be in breach of any of the obligations of the landlord contained in the Lease.

Part 2

(Restrictive Covenants on the Retained Land and the Pink Land)

1. Not to exercise any right of entry on to the Property except:
 - 1.1 in a reasonable manner causing as little damage or disturbance as reasonably possible to the Property and those authorised to use it and;
 - 1.2 after first giving reasonable written notice of the proposed entry to the Transferee (except in the case of an emergency).



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NOTES:

- | | |
|---|---|
|  | NHS to Fairview |
|  | Fairview to NHS |
|  | Fencing by Fairview |
|  | Area of licence required to construct FNN Block |

EV AMENDMENTS	BY	DATE
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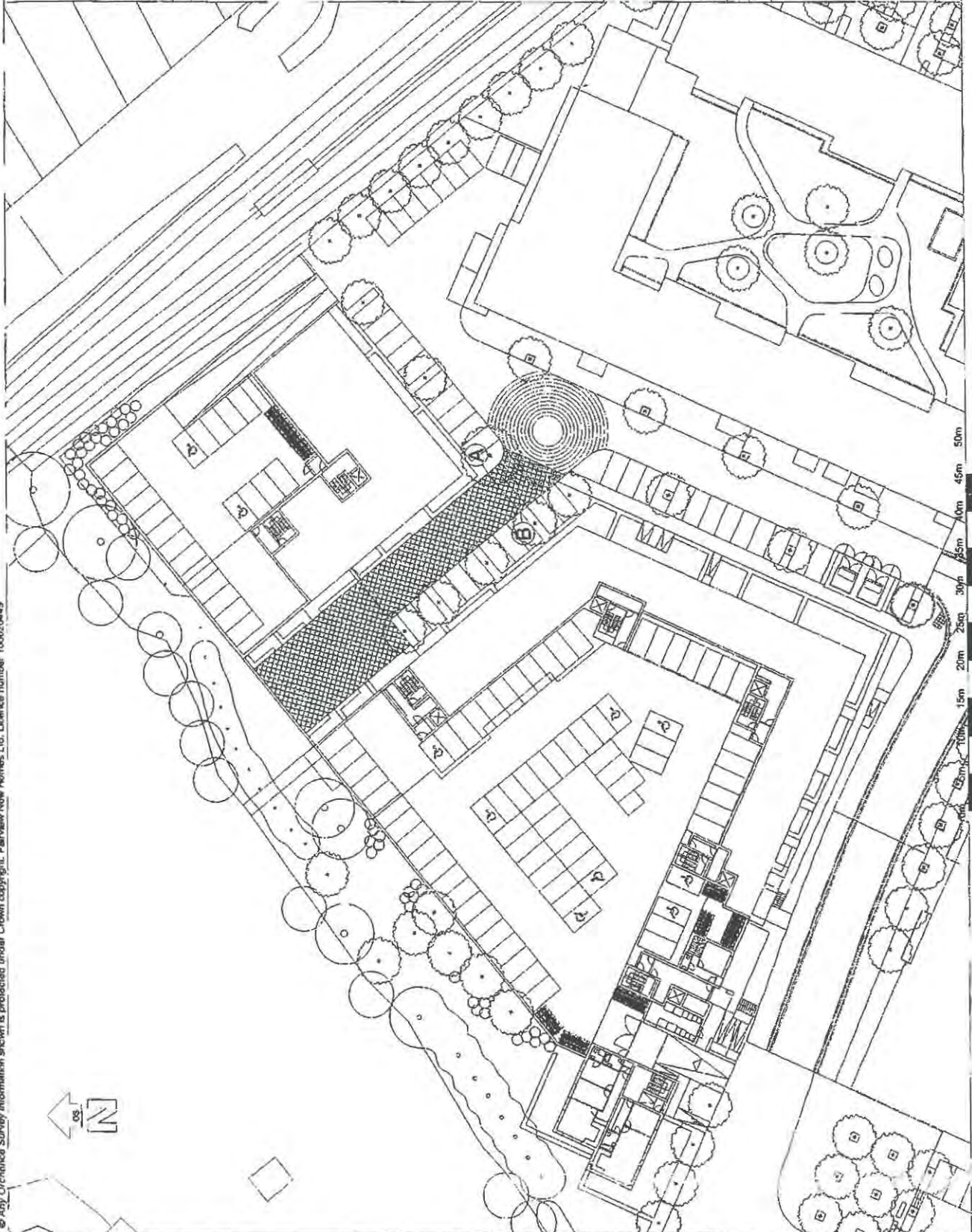
Fairview SM Ltd.

Technical Department,
6 Lancaster Road, Enfield,
Middlesex EN2 0BY
Tel No: 020-8342-1274
Fax No: 020-8342-3861
WebSite: www.sylvever.co.uk
E-mail: technical@sylvever.co.uk

REVISED	ADH	Date:	Feb 2012	Scale:	1:500
		Revised:	MRQ	Approved:	

Land Transfer
Plan 1]

Project: Colindale Hospital Phase 2, Colindale Avenue	Rev: F
Drawing Number: F	A3
File Path: F:\FH\388-31-L.TP.dwg	



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NOTES:

Reciprocal rights to pass and re-pass



15m 20m 25m 30m 35m 40m 45m 50m

REV: 1 DATE: 05/03/2012 BY: [Signature]

Fairview
NEW HOMES Ltd.

Technical Department
55 Lancaster Road, Enfield, Middlesex EN2 0BY
Tel No: 020 8382 3861 Fax No: 020 8382 3861
Website: www.fairview.co.uk Email: technical@fairview.co.uk

Drawn: ADH Date: Feb 2012 Scale: 1:500
Checked: MRS Approved: [Signature]

TIN:

Land Transfer
Plan 2

Project: Colindale Hospital Phase 2,
Colindale Avenue

Drawing Number: **FNH388/31/LTP-2**

Sheet: **FNH388-31-LTP-049**

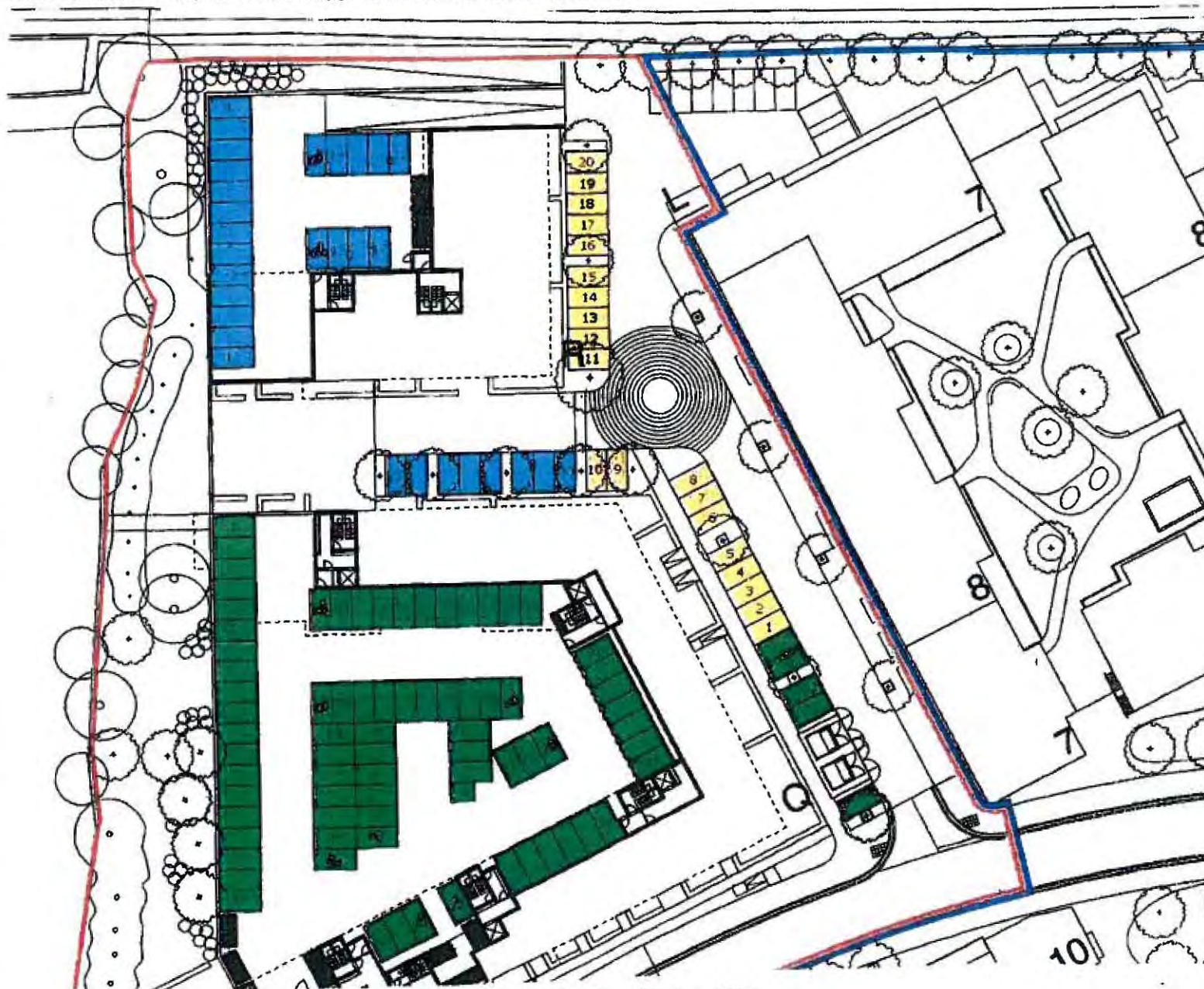
A3

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09/03/2012 10:05:30

Issued : Adams Highway

Drawn by: 15388 Colindale Hospital, Phase 2B, Technical07 CONDOC01 Drawings31 Legal Plan (Boundaries etc) and SHPN



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NOTES:

REV AMENDMENTS

BY DATE

Fairview[®]
Ltd.

Technical Department,
50 Lonsdale Road, Enfield, Middlesex EN2 0BY
Tel No: 020-8388-1271 Fax No: 020-8342-2881
Website: www.fairview.co.uk E-mail: technical@fairview.co.uk

Drawn: ADH Date: Feb 2012 Scale:
Checked: MRS Approved:

Phase 1 redevelopment
Birch, Willow, Elysian
developed
[Plan 4]

Project: Colindale Hospital Phase 2,
Colindale Avenue

Drawing Number: FNH388/31/LTP-4 Rev:

dwg: FNH388-31-LTP.dwg

A3

2. Not to obstruct access to Conduits in, under, through or over the Retained Land and/or the Pink Land which serve or are intended to serve the Property.
3. Not to discharge into the Conduits serving the Property any substance which may cause any damage to or obstruction in the Conduits.
4. Not to exercise the right of way reserved in paragraph 6 of Schedule 2 so as to cause any nuisance, annoyance or disturbance to the Transferee or to the tenants or occupiers of the Property and the adjoining land of the Transferee.
5. Not to impede the right of way granted in paragraph 7 of Schedule 1.

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

The seal of **BARNET ENFIELD
AND HARINGEY MENTAL
HEALTH NATIONAL
HEALTH SERVICE TRUST**
hereunto affixed is authenticated by:

Authorised Signatory

Authorised Signatory

In accordance with the Trust's Standing Orders
and Standing Financial Instructions

**EXECUTED as a DEED by
FAIRVIEW NEW HOMES
(SOUTH EAST) LIMITED**
acting by two Directors or
one Director and Company Secretary:-

Director

Director/Secretary

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.

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Land Registry

Transfer of part of registered title(s)

Transfer 2
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.

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.

1	Title number(s) out of which the property is transferred: AGL241354
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: coloured pink hatched black on the attached Plan <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 16 March 2012
5	Transferor: FAIRVIEW NEW HOMES (SOUTH EAST) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03427497 <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: BARNET ENFIELD AND HARINGEY MENTAL HEALTH NATIONAL HEALTH SERVICE TRUST <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: Company Registered Number: <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: Trust Headquarters, Block B2, St Ann's Hospital, St Ann's Road, Tottenham, London N13 3TH

Dwg file path: I:\388 Colindale Hospital, Phase 2B, Technical\07 CONDOCC01 Drawings\31 Legal Plan (Boundaries etc) and SHPN
 Issued: Adam Hathaway
 05/03/2012 11:17:26

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NOTES:

- NHS to Fairview
- Fairview to NHS
- Fencing by Fairview
- Area of licence required to construct FNH Block

REV	AMENDMENTS	BY	DATE
-----	------------	----	------

Fairview
NEW HOMES Ltd.

Technical Department,
50 Lancaster Road, Enfield, Middlesex EN2 0BY
Tel No: 020-8388-1271 Fax No: 020-8342-3881
Website: www.fairview.co.uk E-mail: technical@fairview.co.uk

Drawn: ADH	Date: Feb 2012	Scale: 1:500
Checked: MRS	Approved:	

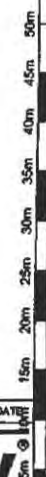
Title:

**Land Transfer
Plan 1**

Project: Colindale Hospital Phase 2,
Colindale Avenue

Drawing Number: **FNH388/31/LTP-1** Rev:

eng: FNH388-31-LTP.dwg A3



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.

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):
- ☐ The transfer is not for money or anything that has a monetary value
- ☒ Insert other receipt as appropriate: The transfer is in consideration of the covenants contained in an agreement dated [16 March 2012] where the Transferee agreed to transfer to the Transferor land lying to the rear of Elysian House and adjoining land of the Transferor, Colindale Avenue, Colindale, Barnet, London NW9 such transfer to be made immediately following this transfer

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

The Transferor shall not be liable under the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 unless the Transferee agrees to reimburse all costs and expenses incurred by the Transferor in doing so.

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

In this Transfer the following expressions will have the following meanings:

"Retained Land": the "": the land to be retained by the Transferor registered at the date of this Transfer under title number AGL241354 excluding the Property and known as land at Colindale Hospital, Colindale Avenue, Barnet

12.2 INTERPRETATION

In this Transfer:

12.2.1 The expression "the Transferor" includes the Transferor's successors in title the owner or owners for the time being of the Retained Land;

12.2.2 The expression "the Transferee" includes the Transferee's successors in title the owner or owners for the time being of

	<p>the Property except where indicated;</p> <p>12.2.3 References to any clause, paragraph or schedule without any further designation are to the clause or paragraph of or schedule to this Transfer so numbered;</p> <p>12.2.4 Headings are for convenience only and do not affect its interpretation.</p>
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.	<p>12.3 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY</p> <p>The Property is transferred subject to and together with the benefit of the rights and matters referred to in the Property Register of title number AGL241354 subsisting at 15:15:02 on 5 March 2012 so far as they relate to the Property and subsist and are capable of being enforced.</p>
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.	<p>12.4 COVENANTS BY THE TRANSFeree</p> <p>With the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that the Transferee will observe and perform the covenants, conditions and other obligations contained or referred to in the Charges Register of title number AGL241354 subsisting at 15:15:02 on 5 March 2012 so far as they relate to the Property and are subsisting and capable of being enforced.</p>
Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.	<p>12.5 DECLARATIONS</p> <p>Neither the Transferor nor the Transferee is entitled or will become entitled to any right of light or air to or any other easement, right or privilege for the benefit of the Retained Land or the Property (as the case may be) (except as may be expressly granted by this Transfer).</p> <p>12.6 ENFORCEMENT OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT</p> <p>It is not intended that any person shall be entitled to enforce any provisions of this Transfer who would not have been so entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999.</p>

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
FAIRVIEW NEW HOMES
(SOUTH EAST) LIMITED**
acting by two Directors or
one Director and Company Secretary:-

Director X

Director/Secretary X

The seal of **BARNET ENFIELD
AND HARINGEY MENTAL
HEALTH NATIONAL
HEALTH SERVICE TRUST**
hereunto affixed is authenticated by:

Authorised Signatory

Authorised Signatory

In accordance with the Trust's Standing Orders
and Standing Financial Instructions

WARNING

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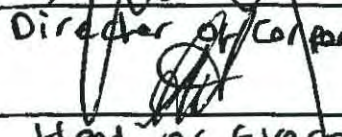
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Executed as a Deed by the parties [or their duly authorised representatives]

The Common Seal of
The Mayor and Burgesses of The London
Borough of Barnet was hereunto affixed in
the presence of:



Director of Corporate Governance



Head of Governance

Fairview New Homes (South East) Limited
acting by:

Director



~~Secretary~~
Director



The Seal of Barnet Enfield and Haringey
Mental Health National Health Service Trust
here unto affixed is authenticated by

Authorised Signatory



Authorised Signatory



In accordance with the Trust's Standing
Orders and Standing Financial Instructions



33/934



Authority for Sealing	Planner Enforcement checked dated 14/2/2012	
Ministers Consent	Consent of _____ Obtained Date _____ Not Required	
Passed by Legal Division	DATE	OFFICERS INITIALS
LLC Sections Notified if Applicable	26/3/2012 LAR	
File No	PHO 31.51	