

Land Registry
Transfer of part of registered title(s)

BB1589

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.

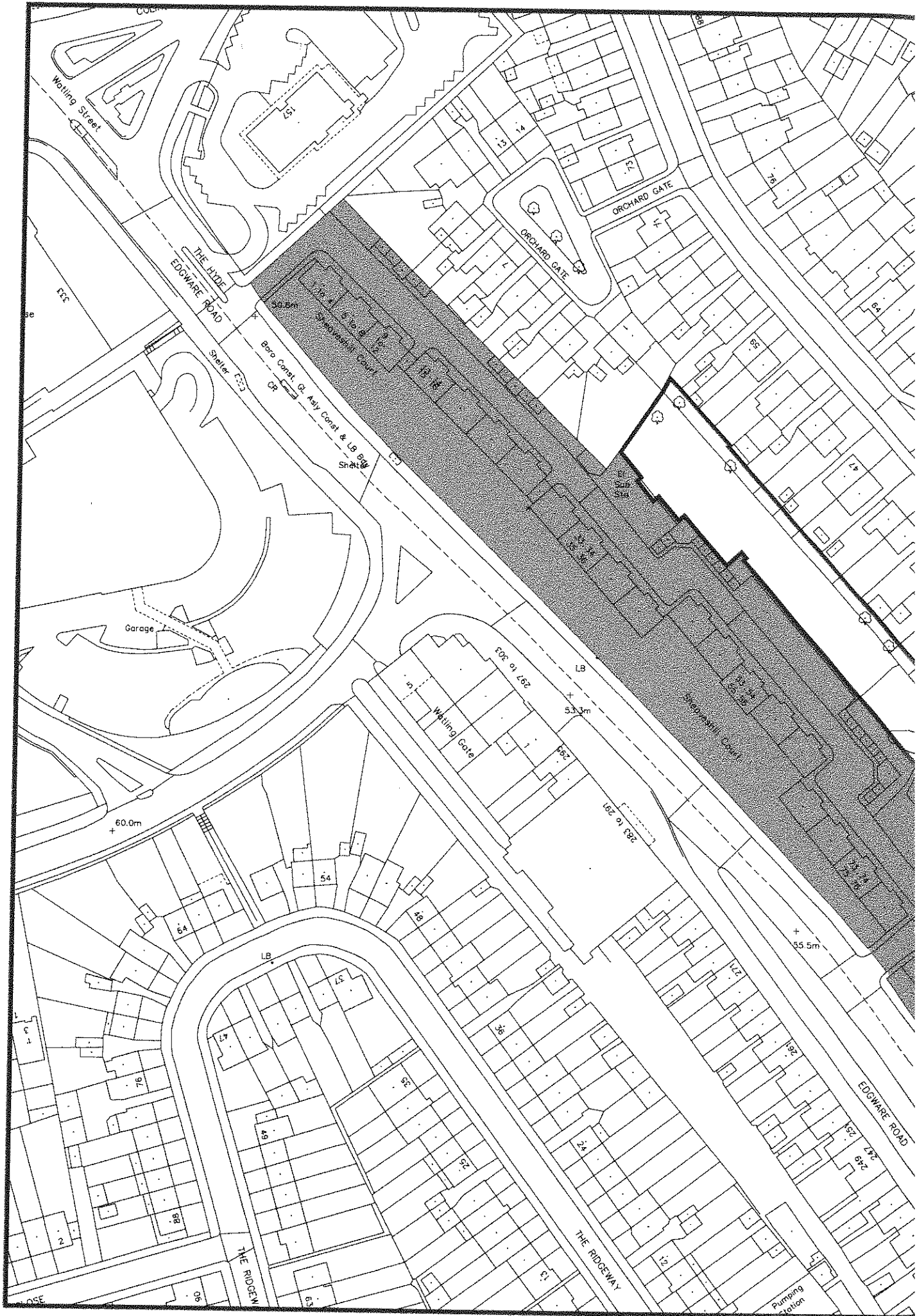
Give full name(s).

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.

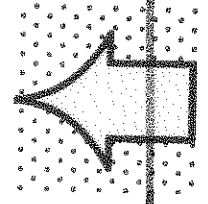
1	Title number(s) out of which the property is transferred: NGL369766
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land and buildings at Sheaveshill Court, the Hyde, Edgware Road, London Borough of Barnet The property is identified <input checked="" type="checkbox"/> on the attached Plan and shown: 'edged red' <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 10 October 2019
5	Transferor: The Mayor and Burgesses of The London Borough of Barnet of North London Business Park, Oakleigh Road South, London N11 1NP <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 England and Wales including any prefix:
6	Transferee for entry in the register: TBG Open Door Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09847846 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:





NOTES:

[Handwritten signature]



**SIGN
HERE**

This product includes mapping data licensed from Ordnance Survey with the permission of the Controller of Her Majesty's Stationary Office. © Crown copyright and database right 2019. All rights reserved. London Borough of Barnet. Licence No.100017674.

Revision and Date	Description	Initial
-------------------	-------------	---------

**Steve Dunevein,
Director of Estates.**

London Borough of Barnet,
2 Bristol Avenue,
Colindale,
London, NW9 4EW
Tel. 020 8359 2000



SCHEME:

**LAND AT SHEAVESHILL COURT,
WEST HENDON, LONDON, NW9**

TITLE:

TRANSFER TO OPENDOOR HOMES

Scales: 1:1250	Date: 14/08/19
Initiated: A.Z.	Drawn: K.E.B. Checked: A.Z.

DRAWING NO:

24749/6

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:

2 Bristol Avenue, Colindale, London, England, NW9 4EW

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):

One pound (£1.00)

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

It is agreed that:

The covenants implied under the Law of Property Miscellaneous Provisions Act 1994 ("LPMPA") are modified so that:

(a) the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:
(i) make proper searches; or
(ii) raise requisitions on title or on the results of the Transferee's searches.

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:

Amenity Areas: those grounds within the curtilage of the Estate which from time to time are laid out or maintained as green space, play areas, communal gardens, and/or parking, and drying and/or refuse areas (if any) together with any other common parts or facilities or services on the Estate used in

should be defined by reference to a plan.

common with the Transferor or its lessees tenants and other occupiers of the Retained Land.

Conduits: sewers drains watercourses pipes wires cables and other conducting media for the supply disposal and transmission of utilities telecommunications data and all other services and utilities and all structures machinery and equipment ancillary to those media.

Development Agreement: An agreement made 24 May 2017 between (1) The London Borough of Barnet (2) Barnet Homes Limited (3) TBG Open Door Limited and relating to the development of new housing in the London Borough of Barnet.

Estate: means the freehold property registered at the date hereof with title absolute under title number NGL369766 (including the Property).

Leases: means all leases noted on the Title as at the date hereof.

Lessees: means the lessees of the Leases at the date hereof.

Parking Spaces: all car parking spaces now or in the future existing on the Estate (if any).

Permitted Disposal: means any of the following:

(i) Any disposition to a competent Authority which requires an interest in the Property in order to provide water, gas, electricity, communication services or foul or surface water disposal facilities to or from the Property and/or the granting of easements to such competent Authority for any of the aforesaid purposes.

(ii) Any disposition or dedication of public open space pursuant to a Statutory Agreement to a competent Authority.

(iii) The grant of an assured tenancy or assured shorthold tenancy of a dwelling.

(iv) The grant of a charge or mortgage over the Property or any part thereof provided that any loans outstanding to the Transferor under the Facility Agreement dated 24th May 2017 have been repaid.

(v) Any disposition to a Registered Provider of affordable housing registered with the Homes and Communities Agency or such successor body who provides a direct covenant to the Transferor to comply with the covenant set out in clause 12.8 (ii) of this Transfer.

Plan: means the plan of the Property attached to this Transfer and given drawing number 24749/6

Practical Completion: means the date the Transferee confirms to the Transferor that the construction of the development at the Property is practically complete and fit for use and occupation.

Projections: all foundations, footings, chimneys, flues, eaves, guttering, drainpipes, spouts, fence posts, wall piers and similar

projections.

Retained Land: means the Estate (excluding the Property) shown tinted blue on the Plan.

The Title: means the freehold property registered at the date hereof with title absolute under title number NGL369766 (including the Property)

Third Party Rights means all rights covenants and restrictions affecting the Property including (but without limitation) to: all matters referred to on the registers of the Title as at the date hereof; all rights of any other lawful occupier or user (as at the date hereof) of the Retained Land (whether such right is registered or not); all rights protected by an entry on a public register (as at the date hereof).

Matters subject to which the Property is transferred:

12.2 For the purposes of this Transfer the Property shall be transferred subject to:

- (i) any matters discoverable by inspection of the Property before the date of this Transfer;
- (ii) any matters which the Transferor does not and could not reasonably know about;
- (iii) 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 or which would reasonably have been expected to be in the knowledge of the Lessees;
- (iv) any notice, order or proposal given or made (whether before or after the date of this Transfer) by a body acting on a statutory authority;
- (v) any matters which are unregistered interests which override registered dispositions under Schedule 1 or 3 (if necessary) to the Land Registration Act 2002;
- (vi) all subsisting rights and easements (if any) affecting the Property howsoever constituted, documented or arising;
- (vii) any matters that relate to the Property contained or referred to in the entries or records made in the registers maintained by HM Land Registry in respect of the Title;
- (viii) the Leases (insofar as they contain provisions touching and concerning the Property); and
- (ix) without prejudice to (vi) to (viii) above any Third Party Rights.

Rights granted for the benefit of the Property and each and every part thereof:

12.3 The Property is transferred with the benefit of the following rights over the Retained Land so far as the Transferor can grant the same (but subject always to the proviso set out in clauses 12.4 and 12.5):

- (i) the right to the free passage use and running of pure and foul water gas other piped fuel hot water

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

sewage smoke or fumes and electricity telephone signals and the like through any Conduits which are now or may at any time hereafter be in on under or over the Estate and serving or capable of serving any part of the Property;

- (ii) for the avoidance of doubt the right on 12.3(i) above constitutes a right to enter on to such parts of the Retained Land as are unbuilt on with or without workmen and apparatus to connect to future Conduits on the Retained Land provided that the Transferee pays for the cost of any work associated with such connection and indemnifies the Transferor on demand from any losses arising from the exercise of the rights (but no lessee of the Transferee shall be entitled to execute any such works);
- (iii) subject to availability and in common with all others having like right and subject to such reasonable regulations as the Transferor may from time to time impose, the right to use the Parking Spaces at all times for the parking of taxed and roadworthy private motor vehicles connected with the use of the Property but subject to an obligation on the part of the Transferee to pay on demand a fair proportion towards the repair and maintenance of the same save that no contribution shall be due from the Transferee to the Transferor for the period from the date of this Transfer until the expiry of twelve years from the date of Practical Completion;
- (iv) subject to the payment to the Transferor on written demand of a fair and reasonable proportion, as shall be calculated by the Transferor's Surveyor (acting reasonably) of the cost of maintenance, repair, lighting, upkeep and improvement and in common with all others having like right and subject to such reasonable regulations as the Transferor may from time to time impose, the right to use the Amenity Areas for quiet enjoyment;
- (v) the right for the Transferee so far as reasonably necessary on giving reasonable notice and at reasonable times (except in the case of emergencies) to enter any adjoining or adjacent land forming part of the Retained Land which is unbuilt upon as often as may be necessary for the purpose of inspecting maintaining repairing renewing re-routing or replacing any Conduits exclusively serving the Property and for the purpose of repairing and maintaining the Property and for the purposes of carrying out repairs to or redevelopment of the Property the Transferee exercising such right causing as little damage as possible and making good at his own expense any damage caused to the reasonable satisfaction of the Transferor (and providing reasonable security when reasonably required).
- (vi) the right to the subjacent and lateral support for the Property from the other parts of the Retained Land;

(vii) the right to keep and use any Projections which are at the date hereof attached to or serving the Property and extend on over or under any part of the Retained Land and to replace the same should this be required with similar Projections so far as reasonably necessary on giving reasonable notice to the Transferor;

(viii) subject to the payment to the Transferor on written demand of a fair and reasonable proportion, as shall be determined by the Transferor's surveyor (acting reasonably) of all costs properly and reasonably incurred by the Transferor in keeping such parts of the Retained Land in good repair, the right for the Transferee and its successors in title and the Lessees and any persons authorised by it or them (in common with the Transferor and all those other persons authorised by them or having the like right) to pass and repass on foot or with vehicles over and along such parts of the Retained Land as afford access and egress to and from the Property from and to the nearest public highway;

12.4 The Transferee agrees and covenants that before the exercise of any of the rights of entry as referred to in clause 12.3(ii) and 12.3(iii) it will provide to the Transferor reasonable written notice of not less than 10 days of its intention to exercise those rights and thereafter shall enter on to the Retained Land only at reasonable times in their exercise and shall furthermore when exercising the said rights cause as little disruption inconvenience and damage as possible and will make good immediately and to the reasonable satisfaction of the Transferor any damage caused in the exercise of the same and the Transferor shall where it is reasonable to do so be entitled to require the Transferee to provide such security as shall be reasonable to secure the performance of its obligations.

12.5 If the Transferee wishes to make connection to any Conduit in furtherance of rights contained in clause 12.3(i) the Transferee covenants that it shall only connect to the suitable Conduit nearest the Property and that (without prejudice to any other rule of law) it shall not overload any such Conduit or materially and adversely interfere with its operation or the flow of anything through it.

12.6 It is declared and agreed that the effect of section 62 of the Law of Property Act 1925 is excluded from this Transfer.

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

12.7 Rights reserved over the Property for the benefit of the Retained Land and each and every part thereof:

(i) the right of and to subjacent and lateral support and shelter and protection and other easements and quasi easements and all rights and benefits of a similar nature now or hereafter enjoyed or intended to be enjoyed or being capable of being enjoyed by the Retained Land;

(ii) the right to keep and use any Projections which are at the date hereof attached to or serving the Retained Land and extend on over or under the Property and to enter on to the Property to replace renew or maintain the same should this be required with similar Projections so far as reasonably necessary on giving reasonable notice to the Transferee the

person exercising such right causing as little damage as possible and making good at his own expense any damage caused to the reasonable satisfaction of the Transferee;

(iii) the right to the free and uninterrupted passage use and running of pure and foul water gas other piped fuel hot water sewage smoke or fumes and electricity telephone signals and the like through any Conduits which are now or may at any time hereafter be in on under or over the Property and serving or capable of serving any part of the Retained Land (and for the avoidance of doubt this constitutes a right to enter on to the Property with or without workmen and/or apparatus to connect to future Conduits on such parts of the Property that are unbuilt upon provided that the Transferor pays for the cost of any work associated with such connection and indemnifies the Transferee from any damage caused arising from the works);

(iv) the right on giving reasonable notice and at reasonable times (except in the case of emergencies) for the Transferor and those authorised by the Transferor with or without workmen and apparatus to enter the Property as often as may be necessary for the purpose of inspecting maintaining repairing replacing and renewing the Conduits and to carry out repairs to or redevelopment of the Retained Land and to place on the Property ladders scaffolding and other apparatus necessary for those purposes the person or persons exercising such right causing as little damage as possible and making good at his own expense promptly any such damage caused to the reasonable satisfaction of the Transferee;

(v) the right to re-build or alter the Retained Land or the Amenity Areas or any other part thereof notwithstanding any interference with the access or enjoyment of light or air to or in respect of the Property provided that the same does not materially adversely interfere with or obstruct the exercise of the Rights granted to the Transferee in this Transfer;

(vi) the right to change the layout and position of the Amenity Areas provided that the same does not materially adversely affect the exercise of the Rights granted to the Transferee over the Amenity Areas as set out in this Transfer;

(vii) the right to enter onto the Property on giving reasonable notice and at reasonable times (except in the case of emergencies) for the purposes of undertaking or exercising any of the obligations or rights reserved to the Transferor in the Leases or of maintaining any adjoining property of the Transferor the person or persons exercising such right causing as little damage as possible and making good at his own expense any such damage caused to the reasonable satisfaction of the Transferee.

(viii) freehold rights equivalent to all rights granted over the Property in any of the Leases (insofar as there are any capable of subsisting for the benefit of any part of the Retained Land and binding or capable of touching and concerning any part of the Property).

12.8 Restrictive covenants by the Transferee

The Transferee covenants with the Transferor for the benefit of the Estate and each and every part of it, with the intention of binding the Property and each and every part of it:

(i) not to obstruct the Amenity Areas or the Estate or deposit any waste rubbish soil or other material on any part of it or in any other way interfere with or disturb the use of the pathways by any other persons authorised by the Transferor;

(ii) not to park (nor permit, tolerate or cause to be parked) any motor vehicle on any part of the Retained Land or the Amenity Areas other than the Parking Spaces designed for that purpose;

(iii) not to obstruct or permit to be obstructed any of the Conduits which serve the Property together with other property and not to allow any deleterious substances to enter into the same

(iv) not to permit any dwelling constructed on the Property to be occupied except in accordance with Clause 3.5.3 of the Development Agreement (Nomination Rights) or any later agreement which is supplemental thereto PROVIDED THAT any dwelling in respect of which a tenant exercises any statutory Right to Acquire or Right to Buy or any shared ownership unit in respect of which the lessee shall have staircased to 100% equity share and (in either case) the tenant or lessee (as the case may be) acquires a freehold or long leasehold interest in the same so that such tenant or lessee shall be entitled to dispose of such dwelling thereafter free from the covenants and obligations set out in this clause 12.8 (ii) and that any person deriving title through or under such tenant or lessee or any other successor in title shall not be bound by it; and

(v) not to dispose of the Property (save for a Permitted Disposal) without the consent of the Transferor such consent not to be unreasonably withheld or delayed;

Include words of covenant.

12.9 Restrictive covenants by the Transferor

None

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

12.10 Positive Covenants

The Transferee for itself and its successors in title covenants:

(i) by way of indemnity only to comply with all matters, restrictions and covenants contained in the Title and touching and concerning the Property and shall indemnify the Transferor from all losses, liabilities, actions, claims or expenses in whole or in part howsoever arising from non-compliance with them; and

(ii) to pay any associated costs and / or the contributions on the part of the Transferee which are referred to in Clause 12.3 of this Transfer.

12.11 Further Provisions

(i) Notwithstanding anything herein contained the Transferee and its successors in title shall not acquire any rights of light or air which would prejudice the free use and enjoyment of the Retained Land or any part thereof for building or for any other purpose and that any enjoyment of light or air had by the Transferee or its successors in title on or over the Retained Land shall be deemed to be had by the consent (hereby given) of the Transferor and not by right by grant or otherwise.

(ii) Any wall dividing any building or structure situate partly on the Property and partly on the Retained Land is a party wall and shall be maintained and repaired accordingly.

(iii) This transfer is made pursuant to Section 32 Housing Act 1985 and Paragraph A3.2 (Disposal of Vacant Land) of The General Consent for the Disposal of Land held for the Purposes of Part II Housing Act 1985 – 2013.

(iv) It is agreed that the covenants given by the Transferee are enforceable by the Transferor under Section 33 Local Government (Miscellaneous Provisions) Act 1982.

12.12 Restriction

The parties jointly apply for the entry of the following Form L Restriction on the Transferee's title:

'No disposition (save for a charge) of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clauses 12.8 (iv) and 12.8 (v) of the Transfer dated **10 October 2019** made between The Mayor and Burgesses of the London Borough of Barnet and TBG Open Door Limited have been complied with or do not apply to the disposition'.

The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** was hereunto affixed in the presence of the following as authorised by Article 11.5 of the Constitution published in January 2018:

Chief Officer

Head of Governance

Officer with delegated authority of Head of Governance

Monitoring Officer

**EXECUTED as a DEED by
TBG OPEN DOOR LIMITED**
acting by the signature of
a director in the presence of:

Witness' Signature:



Witness' Name:

MARIAN HELCKE

Witness' Address:

2 Bristol Avenue,
Colindale
London NW9 4EW

Witness' Occupation:

Senior Project Manager

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.

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.

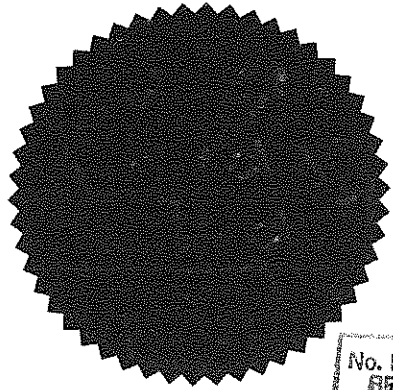
Give full name(s).

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: NGL369766
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land and buildings at Sheaveshill Court, the Hyde, Edgware Road, London Borough of Barnet</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached Plan and shown: 'edged red'</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 10 October 2019
5	<p>Transferor:</p> <p>The Mayor and Burgesses of The London Borough of Barnet of North London Business Park, Oakleigh Road South, London N11 1NP</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>TBG Open Door Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p>09847846</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>

BB1589

The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** was hereunto affixed in the presence of the following as authorised by Article 11.5 of the Constitution published in January 2018:



Chief Officer

Head of Governance

Officer with delegated authority of Head of Governance

Monitoring Officer

No. IN REGISTER
41/2336

EXECUTED as a **DEED** by
TBG OPEN DOOR LIMITED
acting by the signature of
a director in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:

Witness' Occupation:

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.