

15:45 28/10/14.

PARTICULARS

Date : 28 October 2014

Parties

(1) **Seller** : PROXIMA GR PROPERTIES LIMITED
incorporated in England and Wales with company
number 03829939 and registered office at Molteno
House, 302 Regents Park Road, London, N3 2JX

(2) **Buyer** : TRANSPORT FOR LONDON
of Windsor House, 42-50 Victoria Street, London,
SW1H 0TL

Property : That part of title number EGL336776 shown tinted
pink on the Plan

Price : £ 80,000

Completion Date : the date of this deed

Title Number : EGL336776

Seller's Solicitors : Peter Brown & Co Solicitors LLP, Comer House, 19
Station Road, New Barnet, Herts, EN5 1QJ

Buyer's Solicitors : Wragge Lawrence Graham & Co LLP of 55 Colmore
Row, Birmingham B3 2AS (ref: ADT1/GXC1/2093959)

RECITALS

- A.** The Buyer is the highway authority in respect of the highway across Ardleigh Green Bridge by virtue of the Highways Act 1980 that was amended by the Greater London Authority Act 1999. The power for highway authorities to acquire land for the construction of a highway by compulsory powers is contained in sections 238 and 239 of the Highways Act 1980. The definition of a "highway" in the Highways Act 1980 is taken to include a bridge which carries a highway (section 328(2)). The power to reconstruct a bridge which is maintained by the highway authority is contained in section 92 and reconstructing a bridge is, therefore, the construction of a highway for the purposes of section 328 and 329 Highways Act 1980. Section 250 Highways Act 1980 provides that the compulsory power extends to acquisition of rights as well as to land. The Acquisition of Land Act 1981 governs the mechanics of obtaining a compulsory purchase order ("CPO") and the usual rules for assessment of compensation apply. The Buyer would pursue a CPO if the proposed sale and grant of the Lease pursuant to the terms of this agreement could not be completed.
- B.** On the basis that the Buyer would pursue a CPO if the proposed sale and grant of the Lease pursuant to the terms of this agreement could not be completed then the parties have agreed that the listed exempt disposal set out in section 4(2)(d) of the Landlord & Tenant Act 1987 applies.
- C.** The Seller has agreed with the Buyer to sell land required in order to enable the reconstruction of Ardleigh Green Bridge. The Seller has also agreed to grant the Lease of adjoining land to enable the Buyer to carry out the reconstruction of Ardleigh Green Bridge and to complete the Accommodation Works and the Seller consents to the carrying out of those works.
- D.** The Buyer has agreed to pay an Additional Amount by way of compensation for disruption caused to the leasehold owners of the Messant Close Flats on the Retained Land.
- E.** It has been agreed that the Seller shall transfer the Additional Amount to Woodgrove Park Management Company Limited (or as provided for in this deed) to be applied in a fashion to be agreed with the Messant Close Flats leaseholders for their benefit.
- F.** The Seller has agreed to liaise with the Messant Close Flats leaseholders in respect of the Additional Amount paid by the Buyer.

THIS DEED OF SALE is made on the date and between the parties stated in the Particulars.

1 DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions

Accommodation Works the works specified in Schedule 3 of this deed.

Additional Amount is £64,800.

Affiliate in relation to the person concerned:

(a) a general partner or a limited partner of that limited partnership or an entity which is a parent undertaking of, a subsidiary undertaking of, or a subsidiary undertaking of a parent undertaking of, that limited partnership's general partner or any of its limited partners;

(a) a limited partnership in which the person (or an Affiliate under another paragraph of this definition) is a partner and controls (or together with its Affiliates comprises) all general partners in such firm; or

(b) any corporation, partnership, unit trust, person or other unincorporated body directly or indirectly controlled by the person in question and any corporation, partnership, unit trust, person or other unincorporated body that directly or indirectly controls the person in question, and for this purpose "control" has the meaning given in section 1124 of the Corporation Tax Act 2010

and the expressions "**parent undertaking**" and "**subsidiary undertaking**" shall bear the same meanings as set out in section 1162 of the Companies Act 2006.

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Ardleigh Green Bridge	the road over rail bridge carrying the Southend Arterial Road shown between the dashed blue lines on the Plan.
Buyer's Solicitors	are as stated in the Particulars or such other solicitors or conveyancer as the Buyer may appoint in relation to the acquisition of the Property and notify to the Seller's Solicitors in writing.
Completion Date	is as stated in the Particulars.
Confidential Information	is all information in respect of the business of any of the parties or their respective Affiliates and any other information which, if disclosed, will be liable to cause harm to such party and/or any of its Affiliates.
Contingency Payment	the sum of £2,700 per month or part thereof.
FOI Legislation	is the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004, and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation.
Lease	a lease in the form attached at Annexure 2.
Messant Close Flats	is the twenty seven apartments comprising a block of flats, numbers 9 to 61 (odd) shown shaded green on the Plan.
Part 1 Standard Conditions	the conditions in Part 1 of the Standard Conditions.
Part 2 Standard Conditions	the conditions in Part 2 of the Standard Conditions.
Particulars	the particulars at the beginning of this deed.
Plan	the plan attached to this deed dated 14 August 2014 with reference no. AE-AGB-01 Rev B.
Price	is as stated in the Particulars.

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Property	is the freehold property stated in the Particulars and shown shaded pink on the Plan being part of the land registered at the Land Registry under the Title Number EGL336776.
Purpose	compensation for disruption caused to the leasehold owners of the Messant Close Flats located on the Retained Land reflected by the Additional Amount and the Contingency Payment.
Retained Land	is the freehold property owned by the Seller being the whole of the land other than the Property registered at the Land Registry under the Title Number EGL336776.
Seller	is as stated in the Particulars.
Seller's Solicitors	are as stated in the Particulars or such other solicitors or conveyancer as the Seller may appoint in relation to the sale of the Property and notify to the Buyer's Solicitors in writing.
Standard Conditions	the Standard Commercial Property Conditions (Second Edition).
Title Matters	the matters mentioned in Schedule 1 so far as they are subsisting and affect the Property.
Title Number	is as stated in the Particulars.
Transparency Commitment	the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Buyer is committed to publishing its contracts, tender documents and data from invoices received.
VAT	value added tax and any future tax of a similar nature.
Works	operations of the Buyer (including its agents) upon that land shaded yellow on the Plan in connection with the reconstruction of Ardleigh Green Bridge.

1.2 If a party is more than one person the obligations and liabilities of those persons are joint and

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several.

- 1.3 References to a **person** include a corporate or unincorporated body.
- 1.4 Words importing one gender include any other gender and words importing the singular include the plural (and vice versa).
- 1.5 References to a **statute** (by name or otherwise) include any amendment, modification, consolidation, extension or re-enactment of, and any order, regulation, rule, scheme, direction, permission, plan, instrument or other subordinate legislation made under it for the time being in force.
- 1.6 References to **completion** are to the actual completion of the sale of the Property (whether it takes place on the Completion Date as due or on a different day) and **the date of completion** is to be interpreted accordingly.
- 1.7 Unless stated otherwise, all consideration to be provided or performed under this deed is exclusive of VAT and, where a supply is made for VAT purposes, the recipient of the supply is to pay to the supplier any VAT chargeable on the supply at the same time as (and in addition to) providing or performing the consideration.
- 1.8 Headings do not affect interpretation.

2 INCORPORATION OF STANDARD CONDITIONS

- 2.1 This deed incorporates the Part 1 Standard Conditions as varied by, and so far as they are consistent with, its express terms.
- 2.2 This deed does not incorporate the Part 2 Standard Conditions.
- 2.3 Where a term in the left hand column below appears in the Standard Conditions it is varied for the purposes of this deed to the corresponding term in the right hand column:

For:	read:
“seller”	“Seller”
“buyer”	“Buyer”
“property”	“Property”

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"purchase price"	"Price"
"completion date"	"Completion Date"
"seller's conveyancer"	"Seller's Solicitors"
"buyer's conveyancer"	"Buyer's Solicitors"

3 AGREEMENT FOR SALE

3.1 Sale

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on the terms of this deed.

3.2 Completion

- (a) Completion is to take place no later than 2.00pm on the Completion Date and the next sub-clause applies instead of Standard Condition 8.1.2.
- (b) If the money due on completion is received in the account nominated by the Seller's Solicitors after 2.00pm on a working day (or at any time on a day which is not a working day), then for the purposes of Standard Conditions 8.3 (*Apportionments*) and 9.3 (*Late Completion*), completion is to be treated as taking place on the next working day.
- (c) The Seller cannot be required to complete before 9.30am or after 5.30pm on a working day (or at any time on a day which is not a working day).
- (d) The amount payable on completion is the Price (or the outstanding balance of it) adjusted as stated in Standard Condition 8.4 and by any other sums due between the parties on completion under this deed plus the Additional Amount that the Seller shall treat pursuant to clause 19.

3.3 Interest

- (a) Standard Condition 1.1.1(e) is varied to:

"contract rate" means four per cent per annum above the base rate from time to time of Lloyds Bank plc".

- (b) On late completion, interest is payable on the Price (or the outstanding balance of it) at

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the contract rate in accordance with the Standard Conditions.

- (c) Any other sum not paid by one party to another by the date it is due under this deed is to bear interest at the contract rate (both before and after any judgment) and that interest is to be paid at the same time as the payment to which it relates.

4 VAT

4.1 Standard Condition 1.4 applies but 1.4.1(a) is varied to:

"warrants that the sale of the property does not constitute a supply that is taxable for VAT purposes at the standard rate".

5 MATTERS AFFECTING THE PROPERTY

5.1 The Property is sold subject to and (where appropriate) with the benefit of:

- (a) the Title Matters;
- (b) any rights or reservations contained in any leases or licences of property or land on the Retained Land;
- (c) all matters capable of registration as local land charges or otherwise (whether or not actually registered) and all notices, orders, demands, proposals, requirements or agreements served or made by any competent authority before or after exchange of this deed;
- (d) (without limiting the previous sub-clause) all charges, agreements, conditions, proposals, directions, notices, orders, restrictions or other matters affecting the Property under town and country planning, highways or other legislation made, imposed or served before or after exchange of this deed;
- (e) all outgoing, rights, easements, quasi-easements and wayleaves affecting the Property;
- (f) all unregistered interests with overriding status set out in Schedules 1, 3 or 12 to the Land Registration Act 2002 and any liability for or right in respect of the repair of a church chancel; and
- (g) (to the extent not dealt with in the previous sub-clauses) the matters mentioned in

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Standard Condition 3.1.2

but otherwise with vacant possession on completion.

5.2 Standard Condition 3.1.4 does not apply.

6 TITLE

6.1 The Seller has deduced title to the Property to the Buyer by providing official copies of the register and title plan for the Title Number as at the time and date specified in paragraph 1 of Schedule 1.

6.2 The Seller sells the Property with full title guarantee.

6.3 The implied covenants for title are modified so that the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to make proper searches or raise requisitions on title or on the results of the Buyer's searches before the date of this agreement.

7 TRANSFER

7.1 The transfer is to be in the form at Annexure 1.

7.2 The transfer is to be executed in duplicate, the duplicate being retained by the Seller on completion.

7.3 If the transfer is executed by an attorney for a party, that party is to provide to the other prior to completion a copy of the relevant power of attorney certified in accordance with section 3 of the Powers of Attorney Act 1971.

8 INSURANCE

8.1 Standard Conditions 7.1.3 and 7.1.4(a) do not apply.

9 NOTICES

9.1 Any notice given under or in connection with this deed must be in writing and signed by or on behalf of the party giving it and, subject to the next clause, Standard Conditions 1.3.2 to 1.3.8 (inclusive) apply to it.

9.2 No notice may be given by e-mail.

10 NOTICE TO COMPLETE

10.1 Standard Condition 1.1.3 is varied to:

“A party is ready, able and willing to complete:

- (a) if it could be, but for the default of the other party; and
- (b) in the case of the seller, even though the seller is a contracting purchaser of the property or the property remains subject to a charge or mortgage which is to be discharged, or from which the property is to be released, on completion.”

10.2 If the Seller serves a notice to complete

the amount payable by the Buyer on completion is to be increased by a sum equal to £300 plus VAT in relation to the Seller's costs.

11 RESCISSION OF DEED

11.1 Any rescission of this deed must be effected by notice given to the relevant party.

11.2 Rescission does not cancel liability:

- (a) for any antecedent breach of this deed; or
- (b) to observe and perform any obligation under this deed which is expressed to apply on or after rescission.

11.3 The Seller may rescind this deed if in relation to the Buyer (or, where the Buyer is more than one person, in relation to any of them):

- (a) any step is taken in connection with a voluntary arrangement or other compromise or arrangement for the benefit of creditors;
- (b) an administration order, or an application for one, is made;
- (c) an administrator is appointed, or a notice of intention or application to appoint an administrator is given or made;

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- (d) a receiver, manager or administrative receiver is appointed of any of its property or income;
- (e) a winding-up order is made or a petition for one is presented or a liquidator is appointed;
- (f) a bankruptcy order is made or a petition for one is presented or a trustee in bankruptcy is appointed, or an order or appointment is made under section 252, 273 or 286 of the Insolvency Act 1986; or
- (g) any analogous event occurs in whatever jurisdiction applies to it

the relevant event being treated in each case as a breach of deed by the Buyer.

- 11.4 The previous clause is non-exhaustive and does not exclude or limit the Seller's right to rescind this deed for some other reason or any other remedies available to the Seller at law.

12 DEALINGS WITH DEED AND SUB-SALES

- 12.1 The Buyer may not charge, assign or otherwise transfer the benefit of this deed or hold it on trust for any other person.

- 12.2 The Seller cannot be required to transfer the Property other than:

- (a) as a whole;
- (b) to the Buyer; and
- (c) for the Price.

13 CONFIDENTIALITY, TRANSPARENCY & FREEDOM OF INFORMATION

The parties agree subject to this Deed:

- (a) to keep the Confidential Information in strict confidence and secrecy;
- (b) not to disclose the Confidential Information to a third party (excluding professional advisers and lenders) without prior written consent of the parties (such consent not to be unreasonably withheld or delayed);

- (c) the parties' obligation of confidentiality in this clause 13.1 shall survive this Deed;
- (d) the Seller acknowledges that the Buyer:
 - (i) is subject to the Transparency Commitment;
 - (ii) is subject to the FOI Legislation and agrees to assist and co-operate with the Buyer to enable the Buyer to comply with its obligations under the FOI Legislation; and
 - (iii) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Seller and, subject to the provisions of this clause 13, may ultimately at its discretion disclose such Information.

14 INCORPORATED DOCUMENTS

14.1 This deed incorporates the documents (if any) referred to in Schedule 2.

15 ENTIRE AGREEMENT

15.1 This deed constitutes the entire agreement between the parties relating to the sale of the Property.

15.2 The Buyer acknowledges that in entering into this deed it places no reliance on any statement or representation made by or on behalf of the Seller other than any made by the Seller's Solicitors in written replies to enquiries raised by the Buyer's Solicitors before exchange of this deed.

15.3 This clause does not, however, limit or exclude any liability for fraud.

16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

16.1 Unless the Contracts (Rights of Third Parties) Act 1999 is expressly stated to apply, no term of this deed is enforceable by a person who is not a party to it under that Act.

17 AUTHORITY TO EXCHANGE

17.1 By signing this deed the Seller irrevocably authorises the Seller's Solicitors and the Buyer irrevocably authorises the Buyer's Solicitors to exchange deeds by any convenient method.

18 COMPENSATION

18.1 The Buyer shall pay the Additional Amount pursuant to clause 3.2(d) of this Deed (for the Purpose) and the Seller agrees to pay the Additional Amount within 5 working days of the Completion Date to:

- (i) Woodgrove Park Management Company Limited incorporated in England and Wales with company number 02470377 engaged as the managing company of the Messant Close Flats; or
- (ii) such other managing company that the Seller appoints to manage the Messant Close Flats; or
- (iii) if there is no managing company of the Messant Close Flats, to apply the Additional Amount for the Purpose within 5 days of the Completion Date directly.

18.2 Should the Accommodation Works not be completed as per the terms of the Lease (excluding those Accommodation Works at paragraph (c) of Schedule 3 if planting season constraints apply) by the date two years from the date hereof then the Buyer shall make the Contingency Payment to the Seller on the final working day of each subsequent calendar month. The final Contingency Payment shall be made as soon as reasonably practicable following completion of the Accommodation Works (excluding those Accommodation Works at paragraph (c) of Schedule 3 if planting season constraints apply) as advised by TfL (acting reasonably).

18.3 The Seller shall apply the Contingency Payment (if payable) for the Purpose as per clause 18.1.

18.4 The Seller acknowledges that the Buyer shall not be obliged to pay any further or increased sums in connection with the Works, the Accommodation Works and any associated works other than the Additional Amount and the Contingency Payment in accordance with the terms of this Deed but without prejudice to any right of action by either party against the other arising out of any antecedent breach of the terms of this Agreement.

18.5 The Seller covenants not to enter into any transfer of the whole or any part of the Retained Land without first procuring that the transferee enters into a deed of covenant with, and supplies the same to, the owner or owners from time to time of the Property or any part of it, containing covenants and provisions as applicable in the same form as those at clauses 13, 18 and 19 of this deed.

- 18.6 The Seller consents to the Buyer entering the following restriction against the Seller's title to the Retained Land at the Land Registry:

"No transfer 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 certificate signed by the proprietor for the time being of the estate registered under title number EGL336776 that the provisions of clause 18.5 of a deed dated [redacted] between Proxima GR Properties Limited (1) and Transport for London (2) has been complied with"

28 October 2014

- 18.7 Upon completion of the Accommodation Works in accordance with the terms of the Lease the Buyer will as soon as reasonably practicable apply to the Land Registry for the restriction referred to at clause 18.6 to be removed from the register of title number EGL336776 unless the Buyer is prevented from doing so by any subsequent action of the Seller.

19 LEASE

- 19.1 On the Completion Date the Seller shall enter into the Lease with the Buyer and if the Lease ends before the Accommodation Works described at paragraph (iii) of Schedule 3 have been completed, will (and hereby does) grant the Buyer a licence to go onto the Retained Land shaded yellow on the Plan at a time and in a manner to be agreed between the parties both acting reasonably for the purposes of completing the Accommodation Works described at paragraph (iii) of Schedule 3

- 19.2 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the Lease on 19 August 2014 [redacted]
- (b) the Tenant made a declaration dated 28 October 2014 in accordance with the requirements of section 38A(3)(b) of the LTA 1954

- 8.1 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by the Lease.

20 ACCOMMODATION WORKS

The Buyer shall use reasonable endeavours to complete the Accommodation Works pursuant to the terms of the Lease.

21 BUYER'S ACKNOWLEDGEMENT OF CONDITION

The Buyer acknowledges that before the date of this agreement, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

22 INDEMNITY FOR COSTS

22.1 For the purposes of this clause 22 the reference to the Seller does not include its successors in title or assigns.

22.2 The Buyer shall indemnify the Seller against its reasonable and proper legal costs incurred by the Seller in defending any claim or legal challenge brought against the Seller by any qualifying tenant (as defined in section 3 of the Landlord and Tenant Act 1987) as a result of the sale described at 3.1 of this deed or the grant of the Lease which the Buyer and the Seller acknowledge fall within the exemption set out in section 4(2)(d) of that Act. The Buyer's liability under this clause 22.2 is subject to the duty of the Seller to mitigate its loss and minimise its legal costs and the Seller will not agree the amount of its costs without the prior written consent of the Buyer, such consent not to be unreasonably withheld or delayed. If any such challenge is received the Seller shall inform the Buyer as soon as reasonably possible and consult the Buyer fully and promptly as to the most appropriate course of action to take in relation to the challenge.

SCHEDULE 1

Title Matters

- 1 Any matters contained or referred to in the register entries for the Title Number EGL336776 at 11:31:09 on 3 July 2014 other than entries 9 and 10 of the charges register.

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SCHEDULE 2

Incorporated documents

None

Schedule 3 – Accommodation Works

The following works are to be carried out on that part of the Retained Land shown shaded yellow on the Plan attached to the form of transfer at Annexure 1 of this deed:

- (a) The restoration of the land shaded yellow on the Plan to provide a gradient from the existing ground level up to highway level along the line A – B. Soils and fill appropriate for these works shall be used and the surface restored with a good quality garden turf to the reasonable satisfaction of the Seller;
- (b) The erection of a new 1.8 metre high close-boarded boundary fence to the appropriate BSS on 100mm x 100mm timber posts with timber gravel boards at the top of the new batter along the continuous boundary marked C-A-B--D on the Plan; and
- (c) The planting of trees and shrubs in accordance with a planting scheme (to be agreed between the parties acting reasonably) upon the restored land shown shaded yellow on the Plan.

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Annexure 1 – Form of Transfer

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.

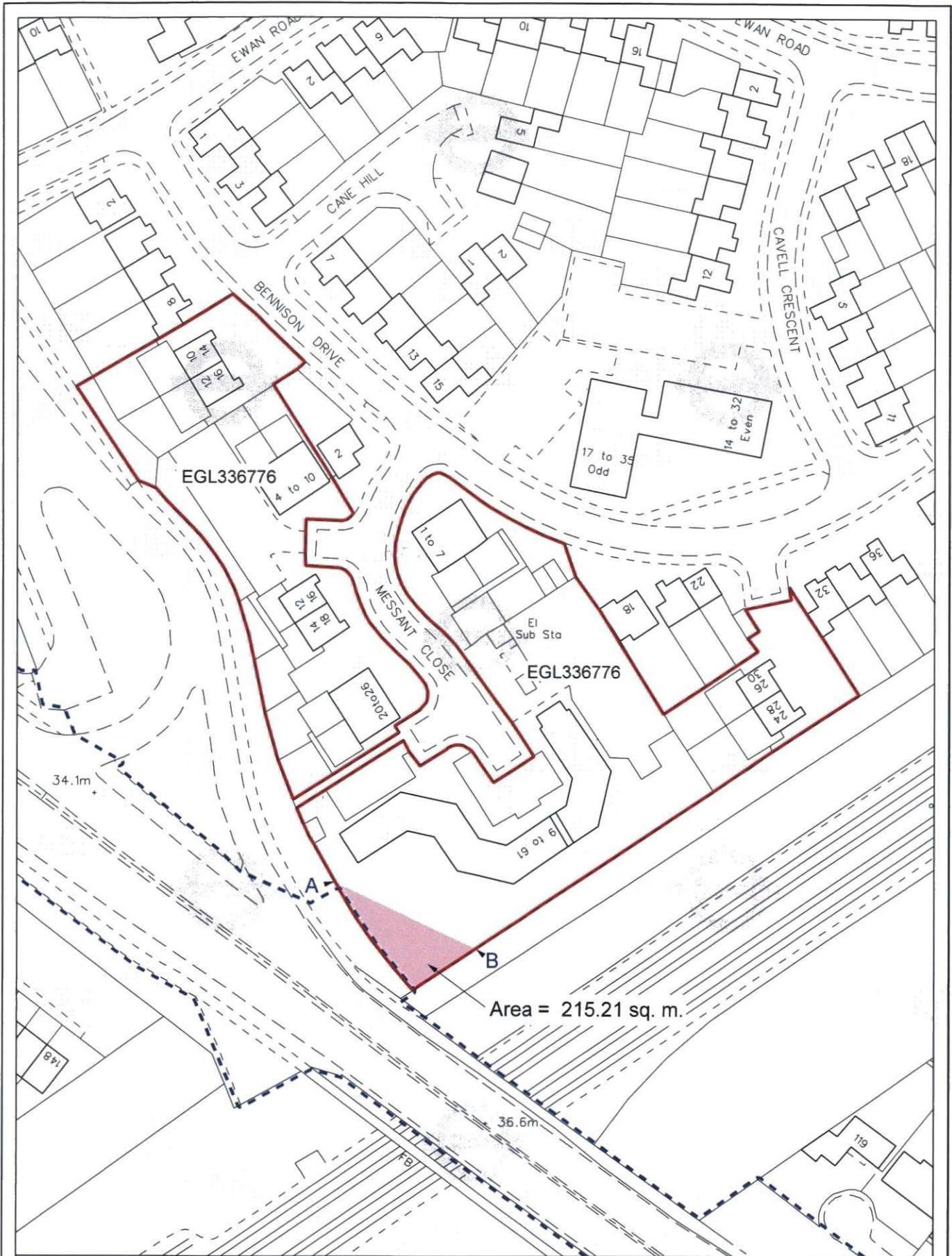
Give full name(s).

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: EGL336776
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land to the southwest of Messant Close, Romford The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: shaded pink <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: PROXIMA GR PROPERTIES LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 3829939 <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: TRANSPORT FOR LONDON <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:



Transport for London
 TfL Operational Property
 Commercial Development
 Windsor House
 42-50 Victoria Street
 SW1H 0TL

Land at Messant Close
Harold Wood, Romford RM3



A4 Portrait

Date :	14/08/2014
Initials :	PS
Drg No. :	AE-AGB-02
Rev :	-
Scale :	1:1000

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.

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.

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

Windsor House, 42-50 Victoria Street, London, SW1H 0TL

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):

Eighty thousand pounds (£80,000)

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

Provided that for the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act"):

(A) the covenant set out in section 2(1)(b) of the Act will not extend to costs arising from the Transferee's failure to make proper searches or to raise requisitions on title or on the results of the Transferee's searches;

(B) 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 Act, notwithstanding section 6(3) of that Act.

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:

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

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.

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 Additional provisions

Definitions

Contract means the contract for sale of the Property made between the Buyer and the Seller at the date of this Transfer;

Plan means the plan attached;

Property means the property stated in panel 3;

Retained Land means the freehold property owned by the Seller being the whole of the land excluding the Property registered at the Land Registry under the Title Number EGL336776

Rights means

- (i) a right of support, protection and shelter from the Retained Land; and
- (ii) a right to develop and/or carry out works to the Property and to use any part of it in whatever manner may be desired whether or not any amenity from time to time enjoyed by the Retained Land shall be affected in any way subject to clause 12.7

Service Media means sewers, drains, pipes, wires, cables and any other medium for the passage or transmission of soil, water, gas, electricity, telecommunications, air, smoke, light, information or other matters including ancillary equipment, plant and machinery;

Transferee means the transferee stated in panel 6 and reference to the Transferee includes its successor;

Transferor means the transferor stated in panel 5 and reference to the Transferor includes its successor;

Rights granted for the benefit of the property

12.1 The Property is transferred with the benefit of the Rights.

Rights reserved for the benefit of other land

12.2 As far as reasonably necessary the right for the Transferor to enter upon the Property having first provided reasonable prior notice to the Transferee in accordance with all proper requirements of the Transferee for the purpose of repairing and maintaining any part of the boundary structure erected between points A – B on the Plan without causing damage to the Property and repairing any damage to the Property as soon as reasonably practicable to the Transferee's reasonable satisfaction.

12.3 The right to the free passage and running of water, sewage, gas, electricity, telephones and other services or supplies from and to any parts of the Retained Land in and through the Service Media which now are in, on, over or under the Property subject to the right of the Transferee and/or owner or owners from time to time of the part or

parts of the Property in which the Service Media are situated to divert or realign the routes of such Service Media from time to time after giving reasonable prior notice to the Transferor.

12.4 The right of support, protection and shelter from the Property.

12.5 The right to develop and/or carry out works to the Retained Land and to use any part of it in whatever manner may be desired whether or not any amenity from time to time enjoyed by the Property shall be affected in any way subject to clause 12.7.

provided that the rights reserved in clauses 12.2 to 12.5 shall not be exercised over land which has been or is being or is intended to be developed and provided further that the rights granted at clauses 12.2 to 12.5 shall cease upon the classification of the Property as part of a highway.

Include words of covenant.

Restrictive covenants by the transferee

12.6 The Transferee for the benefit and protection of the Retained Land or any part or parts thereof and so as to bind the Property or any part or parts thereof into whosoever hands the same may come covenants with the Transferor to not cause or permit to be done in or upon the Property or any part thereof any act or thing which may be or because a legal nuisance to the owner or occupier for the time being of the Retained Land or any part thereof provided that both (1) road improvement, reconstruction and maintenance works and (2) services improvement, installation and maintenance works shall not constitute a breach of this covenant.

Include words of covenant.

Restrictive covenants by the transferor

None

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

Other

12.7 The Transferor and the Transferee shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of the Transferor's and Transferee's respective parts of the Property and/or the Retained Land.

12.8 Section 62 of the Law of Property Act 1925 and the rule in *Wheeldon and Burrows* do not apply to this Transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land except for those expressly granted or reserved by this Transfer.

12.9 Any part of a boundary structure erected between points A – B on the Plan shall belong to the Transferor and shall be maintained by such party in a good and workmanlike manner.

12.10 The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity against all actions claims and liability arising out of any breach non-observance or non-performance but not further or otherwise and so as not to continue to be liable after it has parted with its interest in the Property hereby covenants with the Transferor that the Transferee and the persons deriving title under it will at all times hereafter observe and perform the covenants and stipulations contained or referred to in the registers of title number EGL336776 other than entries 9 and 10 of the charges register insofar as they are still subsisting and affect the Property.

12.11 The disposition effected by this transfer is made subject to all the matters to which this contract is made subject as set out in the Contract.

12.12 This Transfer has been executed by the parties as a deed but is not delivered until the date stated in panel 4.

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 may 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 Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

13 Execution

Executed as a deed by **PROXIMA GR PROPERTIES LIMITED** acting by a director in the presence of:

Signature

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

The Common Seal of **TRANSPORT FOR LONDON** was hereto affixed in the presence of:

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.

Private and Confidential

Annexure 2 – Form of Lease

Private & Confidential

Dated

2014

PROXIMA GR PROPERTIES LIMITED

(1)

AND

TRANSPORT FOR LONDON

(2)

Lease

of

Land at Messant Close, Romford

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THIS LEASE is made the

2014

BETWEEN:

(1) **PROXIMA GR PROPERTIES LIMITED** incorporated in England and Wales with company number 03829939 and registered office at Molteno House, 302 Regents Park Road, London, N3 2JX ("the Landlord")

(2) **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London, SW1H 0TL ("the Tenant")

WHEREBY IT IS AGREED as follows:

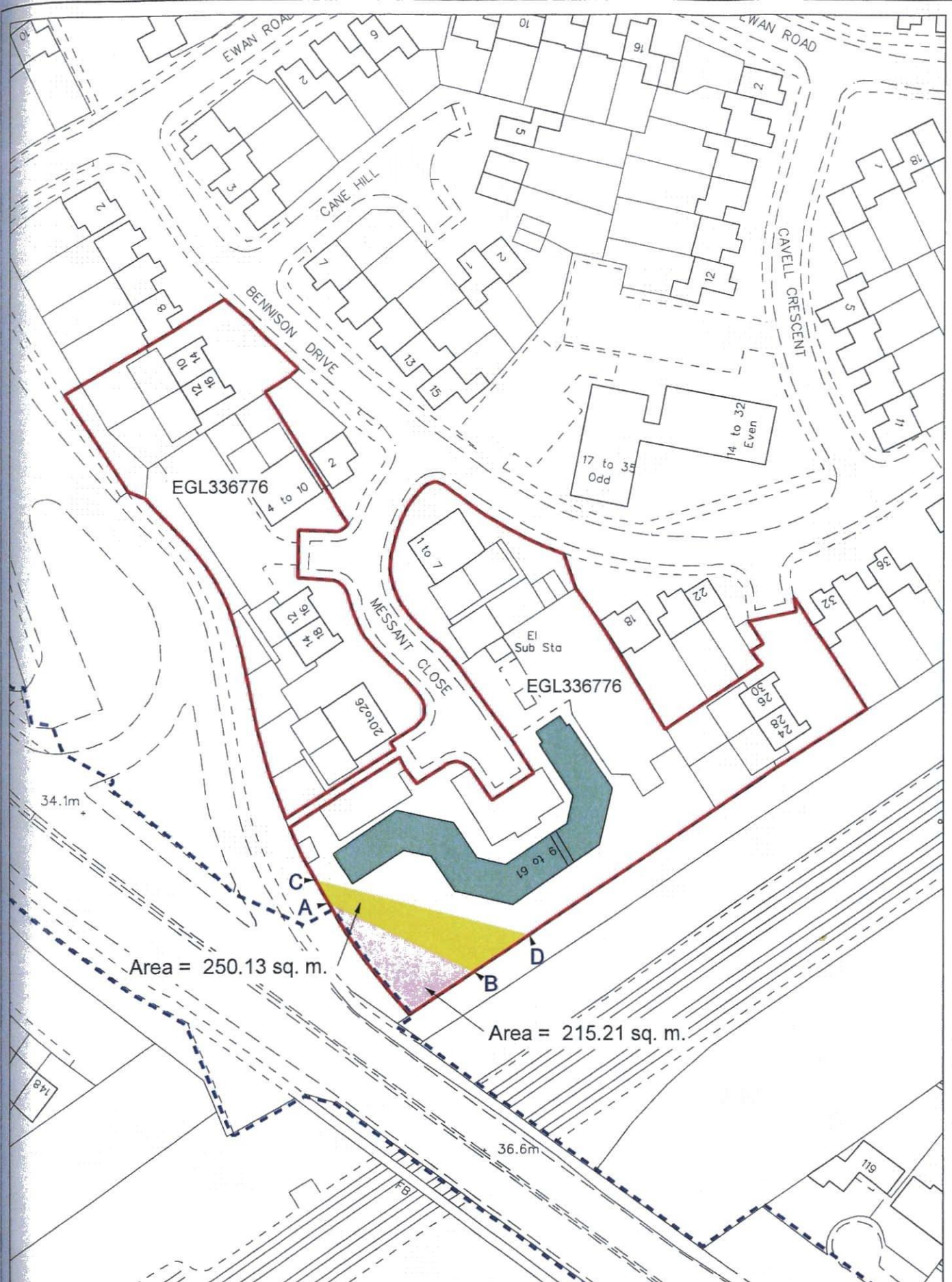
1 INTERPRETATION

1.1 In this Lease unless the context otherwise requires:

- (a) words importing any gender include every gender
- (b) words importing the singular number only shall include the plural number and vice versa
- (c) words importing persons include firms companies and corporations and vice versa
- (d) any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order instrument regulation permission or direction made or issued under it or under any statute replaced by it or deriving validity from it
- (e) references to clauses are to clauses in this Lease

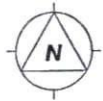
1.2 In this Lease unless the context otherwise requires the following words shall have the following meanings:

- (a) "**Accommodation Works**" means the works to be carried out as per the Accommodation Works Specification;
- (b) "**Accommodation Works Specification**" means the specification set out in the Schedule to this Lease;
- (c) "**Bridge Works**" means the reconstruction of Ardleigh Green Bridge and associated works;



Transport for London
 TfL Operational Property
 Commercial Development
 Windsor House
 42-50 Victoria Street
 SW1H 0TL

**Land at Messant Close
 Harold Wood, Romford RM3**



A4 Portrait

Date :	14/08/2014
Initials :	PS
Drg No. :	AE-AGB-01
Rev :	B
Scale :	1:1000

- (d) **"LTA 1954"** means the Landlord and Tenant Act 1954;
- (e) **"Lease Premium"** means £1;
- (f) **"Legislation"** means all Acts of Parliament and other public or local legislation having legal effect in the United Kingdom together with:
 - (i) all secondary legislation made under that legislation including statutory instruments, rules, orders, regulations, notices, directions, bye laws and permissions for the time being made under or deriving validity from any Act of Parliament or other public or local legislation;
 - (ii) any European directive or regulations and rules having the force of law in the United Kingdom;
 - (iii) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction over works being carried out pursuant to this Lease.
- (g) **"Plan"** means the plan attached to this Lease with reference AE-AGB-01 Rev B.
- (h) **"Premises"** means the Landlord's premises shown shaded in yellow on the attached Plan.

2 GRANT OF LEASE

2.1 The Landlord grants to the Tenant:

- (a) a right to occupy the Premises exclusively in connection with the Bridge Works and the Accommodation Works;
- (b) a right to carry out works to alter and make additions to the Premises in accordance with the Accommodation Works Specification; and
- (c) a right to bring plant and machinery on to the Premises in connection with the Accommodation Works and the Bridge Works.

3 PERIOD OF THE LEASE

3.1 This Lease shall commence on the date of this Lease for a term of three years unless previously determined.

3.2 Provided the Tenant has complied with clause 5.1(c) (excluding those Accommodation Works at paragraph (c) of the Schedule if planting season constraints apply) then the Tenant may give to the Landlord not less than one (1) week previous written notice at any time terminating this Lease whereupon (provided that the Tenant is not in material breach of any of the terms of this Lease) this Lease shall cease at the expiry of such notice provided that termination of this Lease shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.

4 LEASE PREMIUM

4.1 The Tenant shall pay to the Landlord on the date of this Lease the Lease Premium if demanded.

5 FURTHER OBLIGATIONS OF THE TENANT

5.1 The Tenant undertakes with the Landlord as follows:

- (a) to erect a secure, continuous and un-mountable hoarding between points C and D on the attached Plan;
- (b) not to use the Premises for any purpose other than that specified in clause 2;
- (c) to complete all of the Accommodation Works to the reasonable satisfaction of the Landlord (excluding those Accommodation Works at paragraph (c) of the Schedule if planting season constraints apply) within the lease term set out at clause 3.1 (or sooner);
- (d) keep (1) the Premises insured for the usual insured risks with a reputable insurance agency and (2) against public liability and to provide the Landlord with a copy of such insurance policies within seven working days;
- (e) to pay all rates and taxes and other impositions and outgoings payable in

respect of the Premises, its use and any works carried out there;

- (f) to pay all costs (if any) in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Premises for the Tenant;
- (g) to comply with all Legislation relating to the Premises;
- (h) to permit the Landlord upon reasonable prior written notice to the Tenant entry onto the Premises subject to the Tenant's reasonable health and safety requirements for the purposes of inspecting the Premises and the works being carried out;
- (i) at the termination of this Lease (however brought about) to leave the Premises with the Accommodation Works completed (excluding those Accommodation Works at paragraph (c) of the Schedule if planting season constraints apply) and otherwise clean and tidy;
- (j) to use reasonable endeavours to complete the Accommodation Works as soon as reasonably possible after the date hereof and in any event prior to the end of the term of the Lease;
- (k) to not cause or permit to be done in or upon the Premises or any part thereof any act or thing which may be or become a legal nuisance to the Landlord provided that both (1) the Bridge Works and (2) the Accommodation Works shall not constitute a breach of this covenant.

5.2 The Tenant is not permitted to:

- (a) Assign, charge or sublet this Lease; or
- (b) Grant any rights or interests over the Premises provided that persons authorised by the Tenant shall be permitted to enter the Premises and exercise the rights granted at clause 2 of this Lease.

6 RE-ENTRY AND FORFEITURE

6.1 The Landlord may re-enter the Premises (or any part of the Premises in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after being formally demanded;
- (b) any breach of any condition of, or tenant covenant, in this lease.

6.2 If the Landlord re-enters the Premises (or any part of the Premises in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

7 EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

7.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) the Tenant made a declaration dated _____ in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

7.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

Schedule – Accommodation Works

The following works are to be carried out on the Premises:

- (a) The restoration of the Premises to provide a gradient from the existing ground level up to highway level along the line A – B on the attached Plan. Soils and fill appropriate for these works shall be used and the surface restored with a good quality garden turf to the reasonable satisfaction of the Landlord;
- (b) The erection of a new 1.8 metre high close-boarded boundary fence to the appropriate BSS on 100mm x 100mm timber posts with timber gravel boards at the top of the new batter along the continuous boundary marked C-A-B–D on the attached Plan; and
- (c) The planting of trees and shrubs in accordance with a planting scheme (to be agreed between the parties acting reasonably) upon the Premises.

SIGNED by the **Landlord** in)
the presence of:)

SIGNED by the **Tenant** in)
the presence of:)

Executed as a deed by **PROXIMA GR PROPERTIES LIMITED** acting by a director in the presence of:

Signature

Director

Signature of witness:

Name:

Address:

The Common Seal of **TRANSPORT FOR LONDON** was affixed in the presence of:

Authorised Signatory

