



Ministry
of Defence

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

E-mail: diosecc-parli@mod.uk
www.gov.uk/DIO

2 November 2017

Ref. FOI2017/09685

Dear [REDACTED]

Thank you for your letter of 26 September 2017 requesting the following information:

'We should be grateful if you would provide us with copies of all documents held by the Ministry in relation to the presence of asbestos relating to the Base between 1970 and 2008. This request includes, but is not restricted to, asbestos surveys, analytical examinations, registers, reports and worksheets in respect of any asbestos removal or inspection carried out.'

'We understand that the Base was sold to Inland Homes for redevelopment. We should therefore be grateful for a copy of the Sale and purchase agreement, redacted if necessary.'

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that some information in scope of your request is held.

The information you have requested concerning the sale and purchase agreement can be found enclosed, please find the Freehold Transfer document at annex A; please find the Freehold Transfer Plan at annex B and at annex C - F you will find copies of the registered titles and plans but some of the information falls entirely within the scope of the absolute exemptions provided for at sections 40 (Personal Data) of the FOIA and has been redacted within annex A and annex B.

I can confirm that no information in scope of your request is held concerning copies of documents held by the MOD in relation to the presence of asbestos relating to the Base in question.

Section 40(2) has been applied to some of the information in order to protect personal information as governed by the Data Protection Act 1998. Section 40 is an absolute exemption and there is therefore no requirement to consider the public interest in making a decision to withhold the information.

Under Section 16 of the Act (Advice and Assistance) I can inform you that the MOD site at West Drayton was transferred to Inland Developments Ltd on 15 January 2009 (eTerrier record 1003433). Prior to the disposal, the land had been leased to and occupied by the National Air Traffic Services (NATS) as such they would have been responsible for the presence of any asbestos on the site and all associated documentation. Any documents passed by the NATS to

the MOD in relation to the presence of asbestos at the former MOD site at West Drayton would have been transferred to Inland Developments Ltd. In accordance with normal MOD policy and environmental regulations, this would then become the responsibility of the Inland Developments Ltd.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.uk). Please note that any request for an internal review should be made within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

Yours sincerely,

DIO Secretariat

Duplicate

**Transfer of part
of registered title(s)**

Land Registry

TP1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1 Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*
AGL185224

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*
Land situated to the north of Porter's Way, West Drayton, Hillingdon, formerly forming part of the site of the National Air Traffic Services RAF West Drayton
The Property is defined: *Place "X" in the appropriate box.*

- on the attached plan and shown edged red *State reference e.g. "edged red".*
- on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

5. Date 15th January 2009

6. Transferor *Give full name(s) and company's registered number, if any.*
THE SECRETARY OF STATE FOR DEFENCE

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

INLAND DEVELOPMENTS LIMITED
CONNAUGHT HOUSE
ALEXANDRA TERRACE
GUILDFORD
SURREY
GU1 3DA

Company No. 06758784

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended **address(es) for service (including postcode) for entry on the register** You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

9. The Transferor transfers the Property to the Transferee

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

The Transferor has received from the Transferee for the Property the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000) In words and figures.

Insert other receipt as appropriate.

The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

full title guarantee limited title guarantee

12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

The Transferees are to hold the Property Complete as necessary.

13. Additional provisions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

13.1 Definitions

- 13.1.1 In this Transfer the following words shall have the following meanings:

"Perpetuity Period" where applicable to the terms of this Transfer (including the terms of the Schedule) is to be the period of 80 years from the date of this Deed

"Plan" shall mean the Plan annexed to this Transfer

“Retained Land” means the adjoining or neighbouring land of the Transferor as is shown edged green on the Plan and currently known as the Air Cadets enclosure

“Right of Way” shall mean the right of way granted pursuant to the terms of this Transfer under clause 13.3.1

13.1.2 the expression ‘the Transferor’ and/or ‘the Transferee’ shall where the context so admits include any successors in title

13.1.3 words importing one gender shall be construed as importing any other gender

13.1.4 words importing the singular shall be construed as importing the plural and vice versa

13.1.5 words importing persons shall be construed as importing a corporate or unincorporated body and/or a partnership or other limited liability entity and vice versa

13.1.6 where any party comprises more than one person the obligations and liabilities of that party under this Transfer shall be joint and several obligations and liabilities of those persons

13.1.7 the clause headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation

13.1.8 any reference to a clause or a paragraph is to one in this Transfer so numbered

13.1.9 the rights reserved in this Transfer where expressed to be excepted for the benefit of the Retained Land shall be reserved to and exercisable by the estate owner or owners for the time being of the Retained land and each and every part thereof and the occupiers thereof

13.2 Declarations

This Transfer shall: -

13.2.1 bind the owner or owners for the time being of the Property and the Retained Land or any part thereof so that any adjoining owner or owners for the time being of the Property and the Retained Land shall be at liberty to erect such buildings or erections on any part of their respective Property and the Retained Land and to alter add to or use the same or any existing buildings or erections on their respective Property and the Retained Land in such manner as he or they may think fit notwithstanding that the access and use of light and air at the date of such transfer or at any time thereafter enjoyed by any owner or owners for the time being of the Property and the Retained Land may be thereby obstructed diminished or destroyed and that any such access and use of light and air as aforesaid shall be deemed thenceforth to be enjoyed with the consent of the adjoining owner or owners of the Property and the Retained Land (as the case may be) subject to the provisions of this provision and not otherwise

13.2.2 not include or confer any easement liberty or privilege over or affecting the Retained Land except such easements as are thereby expressly granted

13.3 Rights excepted for the benefit of the Retained Land

The following rights are excepted and reserved for the benefit of the Transferor:-

13.3.1 the right to pass and repass with or without vehicles over that part of the Property shown coloured brown on the Plan for all purposes connected with the use and enjoyment of the Retained Land subject to temporary interruptions during the course of the Transferee’s development or works of cleaning repair maintenance and renewal (provided temporary alternative routes are made available) Provided

Always That:-

- (i) if the Transferee shall desire at any time within the Perpetuity Period to divert such right or any part thereof the Transferee may give notice in writing to the Transferor of such diversion including a diversion to Rutters Close and subject to consent of the Transferor (such consent to be provided on the terms hereinafter set out) the Transferee shall at its own expense carry out the works of diversion and thereupon the Transferee shall grant a similar easement to the easement hereby granted along such alternative route in favour of the Transferor subject to the right to divert such alternative route (on the terms herein contained) and the Transferor shall release and surrender to the Transferee the rights hereby granted
- (ii) the Transferor's consent shall not be unreasonably withheld or delayed to any request or any application for the diversion of the Right of Way where:-
 - (a) the proposed diversion is either by means of Rutters Close or is within the Property and is to a standard of construction similar to the original route of the Right of Way and allows for the continued uninterrupted and free use of the diverted Right of Way provided always that the Transferor shall not object to the layout of the Transferee's development or the direction of travel and
 - (b) the Transferor's reasonable and proper costs (both legal and otherwise) are covered both for the re-grant of a new easement along the alternative route in favour of the Transferor and any release and/or surrender to the Transferee of the rights originally hereby granted

13.3.2 the right to the cables wires pipes drains and channels (if any) in on or over the Property and serving the Retained Land and the right to the free passage of electricity telephone gas water and soil through the same to and from the Retained Land together with all appropriate rights easements and privileges for repairing maintaining renewing and removing the same

13.3.3 the right to enter from time to time and at all times upon so much of the Property as immediately abuts on the boundaries of the Retained Land for the purpose of:-

- (a) maintaining repairing inspecting and where necessary renewing any boundary fence to the Retained Land or any gate erected in order to give both vehicular and pedestrian access to the Right of Way and
- (b) connecting to the cables wires pipes and drains to be provided to the boundary of the Retained Land by the Transferee in pursuance of the covenant hereinafter contained the Transferor and all successors in title of the Retained Land causing the minimum of disturbance in exercising any of the rights excepted in this clause and forthwith making good all damage to the Property

13.4 Restrictive covenants by the Transferee *Include words of covenant.*

The Transferee hereby covenants with the Transferor so as to bind the Property and each and every part thereof into whosoever hands the same may come and for the benefit and protection of the Retained Land and every part thereof that neither the Property nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the owners or occupiers for the time being of the Retained Land or any part thereof but so that the construction and use of the Property as a mainly residential scheme shall not be a breach of such restriction

13.5 Stipulations

13.5.1 The Transferor transfers the Property subject to the Deferred Purchase Price Provisions set out in the

Schedule to this Transfer and in this Transfer the term "Deferred Purchase Price Provisions" shall mean those provisions set out in the Schedule to this Transfer and with the intention of binding the Property and each and every part of it into whosoever hands the same may come the Transferee covenants with the Transferor that the Transferee will at all times after the date hereof observe and perform the Deferred Purchase Price Provisions

- 13.5.2 The Transferee covenants with the Transferor (for the benefit of the Retained Land and every part thereof) to provide water gas electricity communication services or foul or surface water disposal facilities up to the boundary of the Retained Land as may be requested within the Perpetuity Period by the Transferor for the purpose of thereby providing such services to or from the Retained Land and to allow the Transferor access onto the Property for the purposes of connecting into the same pursuant to the rights hereinbefore reserved

THE SCHEDULE

"DEFERRED PURCHASE PRICE PROVISIONS"

In this Schedule unless the context otherwise requires:

- (i) "Deferred Price Legal Charge" means the legal charge in the form annexed hereto by which the Transferee charges the Property in favour of the Transferor with payment of all such sums (with interest) as may become due under this Schedule from time to time
- (ii) "Deferred Purchase Price" shall mean the sum of TWENTY THREE MILLION SEVEN HUNDRED AND FIFTY THOUSAND POUNDS (£23,750,000)
- (iii) "Deferred Purchase Price Dates" shall mean:-
 - (a) The date being 12 months after the date of this Transfer
 - (b) The date being 24 months after the date of this Transfer
 - (c) The date being 36 months after the date of this Transfer
 - (d) The date being 48 months after the date of this Transfer
- (iv) "Disposition" includes a conveyance, transfer, sale of a legal interest, lease, tenancy, mortgage and charge and "dispose of" or "disposal of" or "disposed of" has a corresponding meaning but the following specifically shall not be treated as a Disposition: -
 - (a) a mortgage or a charge if (i) it ranks in priority after the Deferred Price Legal Charge and (ii) (when applying for registration of that charge) the chargee also applies for a restriction in a form referred to under Rule 91 of the Land Registration Rules 2003 (as set out in Schedule 4 of said Rules and as amended by the Land Registration (Amendment) Rules 2008) to the effect that no disposition by the proprietor of that charge is to be registered without the consent of the Transferor
 - (b) the grant at any time of a lease or tenancy excluding the provisions of Section 24 to 28 inclusive of the Landlord and Tenant Act 1954 at a rack rent and for a term expiring prior to a date falling four years after the date of this Transfer

(c) an Exempted Disposition

(v) "Exempted Disposition" means a Disposition of the Property : -

(a) to a statutory body or service supply company of an electricity substation gas governor pumping station water pumping station or other statutory services which have been or are to be constructed or installed in or on the Property

(b) to a highway authority for the purpose of adoption of the roads and footpaths and cycle ways to be constructed on the Property

(c) Any easements granted pursuant to (a) and/or (b) above

(vi) "Market Value" means the estimated amount for which the Relevant Land should exchange upon the happening of a disposal of any part of the Property with vacant possession between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion and disregarding the provisions of this Schedule (including the Deferred Price Legal Charge)

(vii) "Purchase Price" shall mean the sum received by the Transferor from the Transferee for the Property as of the date of this Transfer and referred to within panel 3 hercof together with the Deferred Purchase Price being a total of TWENTY FOUR MILLION TWO HUNDRED AND FIFTY THOUSAND POUNDS £24,250,000

(viii) "Relevant Land" means where paragraph 2 of Part I of this Schedule applies the relevant part or parts of the Property retained by the Transferor following the date of a disposal

(ix) "Relevant Period" refers to the period between each of the Deferred Purchase Price Dates

(x) "the Termination Date" means the date on which the final instalment of Deferred Purchase Price monies is paid together with the payment of all other sums (with interest where due) as may become due under this Schedule from time to time

(xi) "the Transferee" includes (save where otherwise expressly stated) the Transferee's successors in title and in particular (but without limitation) this applies to all of the references to the Transferee in this Schedule

(xii) The expression "the remainder of the Property" shall be a reference to the whole of the Property remaining after a part or parts only of the Property has or have been disposed of

(xiii) Any reference to the Property except where the context otherwise so requires includes a reference to any part of the Property

(xiv) Any reference to any Act or section of an Act includes a reference to any statutory modification or re-enactment of that Act or section for the time being in force

(xv) Headings herein shall be disregarded in construction of this Schedule

Part I: Deferred Purchase Price

1. Until the Termination Date the Transferee covenants with the Transferor that upon each of the Deferred Purchase Price Dates (such sum to become due and payable on each of the Deferred Purchase Price Dates)

the Transferee will pay to the Transferor in part payment of the Deferred Purchase Price the following sums in installments:

- 1.1 Upon the first of the Deferred Purchase Price Dates a sum equivalent to 12.4 % of the Purchase Price
- 1.2 Upon each of the remaining Deferred Purchase Price Dates (but excluding the Termination Date) a sum equivalent to 28.9 % of the Purchase Price (but not exceeding the balance of the Deferred Purchase Price that is due) and
- 1.3 Upon the Termination Date the balance of the Deferred Purchase Price that is due together with the payment of all other sums (with interest where due) as may become due under this Schedule from time to time
2. Upon the happening of a disposal of the Property (save for a disposal of the whole of the Property (or the remainder of the Property) without the retention of any Relevant Land and as to which the terms of paragraph 3 of part II of this Schedule shall apply)) the following provisions shall apply:
 - 2.1 There shall be a valuation of the Market Value of the Relevant Land on the date of the disposal
 - 2.2 The Market Value of the Relevant Land is be agreed between the Transferor and the Transferee (and failing agreement determined in accordance with paragraph 1 of part II of this Schedule)
 - 2.3 Where the Market Value of the Relevant Land is less than the outstanding balance of the Deferred Purchase Price due on the date of the disposal there shall be payable and due on the date of the disposal of any part of the Property any difference between the outstanding balance of the Deferred Purchase Price that is due on the date of the disposal and the Market Value of the Relevant Land
 - 2.4 For the avoidance of doubt any sum paid in accordance with the preceding paragraph 2.4 during the Relevant Period shall be allowable against the sum due on the next Deferred Purchase Price Date

Part II: General Provisions

- 1.1 If the parties are unable to agree upon the determination of the quantum of (a) any sum or (b) any monetary obligation due from one party to the other in connection with this agreement the dispute or difference shall be referred to an independent person (the 'Expert') who shall act as an Expert and not as an arbitrator and whose decision in relation to the matter in dispute shall be final and binding upon the parties
- 1.2 The procedure for the appointment of the Expert in accordance with this paragraph shall be as follows: -
 - 1.2.1 The party wishing the appointment to be made shall give notice to that effect to the other party and with such notice shall give details of the matters in dispute which it wishes to refer to an Expert
 - 1.2.2 If within 21 days from the service of the notice by the party wishing to refer a matter to an Expert the parties have failed to agree upon the identity of the person to be appointed as the Expert then that party may apply to the President for the time being of the Royal Institution of Chartered Surveyors (the 'Appointing Authority') to appoint a person to act as an Expert to determine the matters in dispute requesting that the appointment be made within 21 days of receipt of the request by the Appointing Authority
 - 1.2.3 The person identified to act as an Expert shall confirm within 14 days whether or not he is willing and able to accept the appointment

1.2.4 In the event that the Expert so appointed does not confirm his availability to act within 14 days then either party may request the Appointing Authority to suggest an alternative appointment until a person so identified confirms that he is willing and able to accept the appointment

1.2.5 No person shall be appointed to act as an Expert under this agreement unless he is a chartered surveyor of more than 7 years standing

1.2.6 Any person appointed to act as an Expert pursuant to this agreement shall at the time of confirming that he is willing and able to accept such appointment disclose to all parties any contact or relationship with any party to the dispute and otherwise disclose to the parties any duty or interest which does or may create a conflict or otherwise impinge upon the matters in dispute which he is to be appointed to determine

1.2.7 If any such disclosure is made any party may object to the appointment within 7 days in which case the procedure for appointing an Expert referred to in paragraphs 1.2.1 to 1.2.6 above shall be repeated and for the avoidance of doubt no person shall be appointed an Expert under this agreement who at the time of appointment is a director office holder or employee of or directly or indirectly retained as a consultant or in any other professional capacity by any party to the dispute or any company or other person associated with any party to the dispute

1.2.8 Upon the person appointed as Expert confirming his willingness and ability to accept the appointment and upon neither party having raised any objection to the appointment in the light of any disclosure made by the Expert the parties shall within 21 days of the Expert confirming his willingness and ability to act jointly send a letter to the Expert containing the terms of his appointment including (inter alia) the following: -

- (a) that the Expert shall not later than 14 days after the confirmation of his appointment call the parties to a meeting ("the directions meeting") at which he shall give directions as to the future conduct of the matter and shall from time to time give such further directions as he shall see fit;
- (b) that the Expert shall make his determination as soon as reasonably practicable after receipt of all written or oral submissions which the Expert orders should be made and conclusion of such further work as the Expert shall consider necessary and in any event the Expert shall endeavour to issue his decision within 3 months of the directions meeting referred to above;
- (c) that the Expert shall be entitled to obtain such independent legal or other expert advice as he may reasonably require and may obtain such secretarial assistance as is reasonably necessary;
- (d) that the Expert shall give full written reasons for his determination

For the avoidance of doubt, any person appointed to determine a dispute in accordance with this paragraph shall act as an expert and not as an arbitrator and the provisions of the Arbitration Act 1996 (as amended from time to time) and the law relating to arbitrations shall not apply to such Expert or his determination or the procedure by which he reaches his determination

1.3 The determination of the Expert shall be final and binding upon the parties

1.4 The Expert shall be entitled to order that the costs of the reference of a dispute to him shall be paid by the parties in whatever proportions he thinks fit

1.5 Save for submissions made orally to the Expert at a meeting at which all parties are present any other

communications between any party and the Expert shall be made in writing and a copy thereof shall be provided simultaneously to all other parties

- 1.6 No meeting between the Expert and a party shall take place unless all parties have had notice of such meeting and have been offered a reasonable opportunity to attend such meeting
- 1.7 In the event that the appointed Expert shall at any time become incapable of acting upon the determination (through death or other form of incapacity whether physical or otherwise) then the procedure for appointing an Expert referred to in paragraphs 1.2.1 to 1.2.6 above shall be repeated
- 2.1 If any sum which has become due under this Schedule is not paid on the date upon which it became payable then the Transferee will pay interest on that sum at the rate of 4 % above the base rate from time to time of Royal Bank of Scotland plc from the date upon which it became due until it is paid
- 2.2 For the avoidance of doubt if there is a reference to determine a dispute pursuant to paragraph 1 above such sum as shall be fixed as a result of the outcome of the Expert's decision as being the sum due under this Schedule shall nevertheless be payable (or be deemed to have become payable) at the date it was due and not otherwise (and interest shall be payable under paragraph 2.1 above from that date)
3. The Transferee further covenants with the Transferor that on any Disposition prior to the Termination Date of the whole of the Property (or the remainder of the Property) without the retention of any Relevant Land the Transferee will procure that the disponee of the same shall enter into a Deed with the Transferor whereby the disponee shall covenant with the Transferor to comply with the terms of this Schedule (except for paragraphs 4, 8.1 and 8.3 of part II of this Schedule) which covenant shall be based on the form of Deed annexed hereto with such variations as the Transferor may reasonably require
4. The Transferee (here meaning the person named in panel 7 of this Transfer and not any successor in title, disponee or lessee) covenants to enter into the Deferred Price Legal Charge contemporaneously with this Deed as a first legal charge of the Property
5. Prior to the first of the Deferred Purchase Price Dates the Transferee shall not have any power to dispose of the Property or any part thereof and following the date of the first of the Deferred Purchase Price Dates (whilst the Deferred Price Legal Charge remains in force) only with the consent in writing of the Transferor as may be provided in accordance with the covenants on the part of the Transferor contained in paragraph 7 below PROVIDED ALWAYS THAT the Transferee and any person to which the whole of the Property (or the remainder of the Property) has been transferred in accordance with the terms of this Schedule shall be entitled to dispose of the whole of the Property (or the remainder of the Property) at any time (and (i) without prejudice to the generality of the foregoing whether before or after the first of the Deferred Purchase Price Dates and (ii) without prejudice to any need for the Transferee to obtain consent in accordance with the terms of the Deferred Price Legal Charge and to any restriction contained therein) provided always that the disponee is either:
 - (a) a member of the same group of companies as the Transferee within the meaning of Section 42 of the Landlord and Tenant Act 1954; or
 - (b) a limited liability entity of which the Transferee is the sole beneficial ownerin either case subject to the disponee having entered into a Deed with the Transferor in the form referred to in paragraph 3 of this Part II of this Schedule and such Deed having been delivered to the Transferor.
6. The Transferee under the provisions of the Land Registration Acts will (to the extent that the registers of title to the Property at the Land Registry are not already subject to such a restriction in respect of the

Deferred Price Legal Charge) at his own expense (a) do all things necessary to enable a restriction in the terms set out in the Deferred Price Legal Charge to be registered against the title of the Property at the Land Registry and (b) (unless otherwise requested by the Transferor) will apply to the Chief Land Registrar to enter in the register of the title to the Property a restriction in the terms set out in the Deferred Price Legal Charge

7. The Transferor covenants with the Transferee and the other owners and lessees for the time being of the Property (but subject as the case may be to reimbursement of the reasonable legal costs incurred on behalf of the Transferor for the procurement by the Transferee of the appropriate form of release or consent and/or Deed of Covenant) as follows: -

- (a) to release without consideration any part of the Property which is the subject of an Exempted Disposition from the Deferred Price Legal Charge including in respect of any obligation to pay any sums due under this Schedule and not to unreasonably withhold consent to the registration of such a Disposition
- (b) when requested to do so (pursuant to the restriction contained in the Deferred Price Legal Charge) to provide a written consent signed on behalf of the Transferor to any such Disposition which is the subject of an Exempted Disposition
- (c) (Other than a disposal to which paragraph 3 of part II of this Schedule applies) upon the happening of a disposal of the Property where the terms of paragraph 2 of part I of this Schedule apply and have been complied with to release any part of the Property which is subject to the Deferred Price Legal Charge and to secure the cancellation of the restriction in the register of the title of the Property so disposed of as registered under the terms of the Deferred Price Legal Charge
- (d) when requested to do so to provide consent to the registration of a Disposition of the Property if the disponee of the same shall have entered into the Deed with the Transferor in the form referred to in paragraph 3 above and the Transferor shall have received the same
- (e) when requested to do so (pursuant to the restriction contained in the Deferred Price Legal Charge) to provide as soon as reasonably practicable a written consent signed on behalf of the Transferor to any such Disposition where the terms of the preceding sub paragraph have been complied with
- (f) when requested to do so (pursuant to the restriction contained within the Deferred Price Legal Charge) to provide as soon as reasonably practicable a written consent signed on behalf of the Transferor to any of the following:
 - (i) any mortgage or charge which complies with the provisions of paragraph (a) of those transactions which are specifically excluded from the definition of a Disposition at paragraph (iv) of this Schedule; and
 - (ii) the grant of a lease of the whole of the Property (or the remainder of the Property) which complies with the provisions of paragraph 8.4 of part II of this Schedule and whereby pursuant to the terms thereof the Relevant Tenant (as therein defined) shall have entered into a legal charge with the Transferor in respect of such leasehold interest
- (g) that he will as mortgagee consent to and join in any agreement or deed required by any authority and/or service supply company to secure the provision of and adoption of all Conduits Services or roads to be constructed on the Property subject to the Transferee indemnifying him in respect

of all such matters

- (h) upon payment of the final instalment of Deferred Purchase Price monies together with the payment of all other sums (with interest where due) as may become due under this Schedule from time to time to release the whole or any part of the Property which is subject to the Deferred Price Legal Charge and to secure the cancellation of the restriction in the register of the title of the Property as registered under the terms of the Deferred Price Legal Charge

8 For the avoidance of doubt

8.1 the Transferee shall (here meaning the person named in panel 7 of this Transfer and not any successor in title, donee or lessee) be under an obligation when applying for the registration of this Transfer to register the Deferred Price Legal Charge and to direct on the application to the Land Registry for the return of the original documents lodged with the application to the Transferor's Solicitors following registration

8.2 the Transferee for itself and its successors in title being bodies corporate hereby covenants with the Transferor

8.2.1 to comply with all laws whatsoever affecting them and take all appropriate steps so as to make the Deferred Price Legal Charge or any subsequent Charge referred to in Paragraph 8.2.3 enforceable against them and their liquidators and

8.2.2 (without prejudice to the generality of the foregoing) if the Transferee or successor is a limited company registered under the Companies Acts, to produce to Companies House the original and procure registration of the Deferred Price Legal Charge or other document making the Transferee or successor liable thereunder at Companies House in accordance with the obligation placed on its directors by such Acts

(a) within 21 days of the date hereof or

(b) within 21 days of the acquisition of the Property subject to the Deferred Price Legal Charge

as the case may be

8.3 The Transferee (here meaning the person named in panel 7 of this Transfer and not any successor in title donee or lessee) covenants with the Transferor to produce to the Transferor within 28 days of the date hereof the original or a copy certified by a solicitor to be a true copy of the certificate of registration of the Deferred Price Legal Charge at Companies House or with such other authority as is appropriate and failure to comply with this obligation will entitle the Transferor to notify Companies House of the failure and to require the Transferee to enter into a fresh Deferred Price Legal Charge and to pay the full costs and fees of this additional work

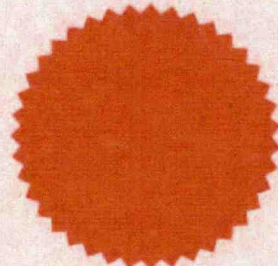
8.4 It is hereby agreed and declared that if any Disposition comprises the grant of a lease of the whole of the Property (or the remainder of the Property) then notwithstanding any other provision of this Schedule the donee shall not be obliged to enter into a Deed with the Transferor in the form referred to in paragraph 3 of part II of this Schedule PROVIDED THAT the Transferee shall procure that the person to which the lease is granted ("the Relevant Tenant") shall enter into a legal charge with the Transferor in respect of the leasehold interest granted by such lease in the same form as the Deferred Price Legal Charge with such amendments only as are necessary to reflect the parties and interest to be charged and PROVIDED ALWAYS THAT if a legal charge is granted in respect of any such leasehold interest in accordance with this paragraph then so long as the terms of this Schedule have been complied with the

Transferor covenants with the Transferee and the Relevant Tenant that when requested to do so (pursuant to the restriction contained in such legal charge) it will provide a written consent signed on behalf of the Transferor to the termination of such lease and to the closure of any registered title relating thereto

8.5 Any notification required under the terms of this Schedule shall be sent to the Transferor by recorded delivery post to the Transferor's address at the Ministry of Defence Defence Estates (South East) Blandford House Farnborough Road Aldershot Hants GU11 2HA

14. Execution *The Transferor must execute this transfer as a deed using the space below. 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 (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

THE CORPORATE SEAL of)
THE SECRETARY OF STATE FOR DEFENCE)
hereunto affixed is hereby authenticated by:-)




SEAL
No 28002




Executed and delivered as a deed by)
INLAND DEVELOPMENTS LIMITED)
acting by a director in the presence of)
a witness:

Director 

Signature of Witness 

Name (in CAPITAL LETTERS) 

Address 



PLAN 1

INSERTED HERE

DEFERRED PRICE LEGAL CHARGE

Legal charge of a registered estate

Land Registry

CH1

This form should be accompanied by Form API or Form FRI.

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Title number(s) of the Property <i>Leave blank if not yet registered.</i>
2. Property
3. Date,
4. Lender <i>Give full name(s) and company's registered number, if any.</i> THE SECRETARY OF STATE FOR DEFENCE
5. Borrower for entry on the register <i>Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.</i> INLAND DEVELOPMENTS LIMITED CONNAUGHT HOUSE ALEXANDRA TERRACE GUILDFORD SURREY GU1 3DA Company No: 06758784
6. The Borrower with <i>(Delete as appropriate)</i> [full title guarantee] [limited title guarantee] charges the Property by way of legal mortgage as security for the payment of the sums detailed in panel 8
7. Place "X" in the appropriate box(es). <input type="checkbox"/> The Lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> The Borrower applies to enter the following restriction in the proprietorship register of the registered estate "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of

State for Defence of Ministry of Defence Defence Estates (South East) Blandford House
Farnborough Road Aldershot Hants GU11 2HA or by their conveyancer or any person
authorised to authenticate the Corporate Seal of the Secretary of State for Defence”

8. Additional provisions *Insert here details of the sums to be paid (amounts and dates), etc.*

- i. The Charge referred to in Panel 6 is made pursuant to the Transfer (“the Transfer”) bearing even date herewith and to which the Borrower and the Lender are parties and the Borrower acknowledges that the Property is charged by way of legal mortgage as security for the repayment to the Lender of all moneys (including interest) covenanted to be paid to the Lender under the Transfer and which may be owing from time to time by the Borrower to the Lender and in respect of which the Borrower has covenanted in the Transfer that the Lender shall be paid the Deferred Purchase Price on the occasions as therein mentioned
- ii. The Borrower **HEREBY COVENANTS** with the Lender to pay to the Lender all such moneys as the Lender shall be entitled to under the terms of the Transfer
- iii. The statutory powers of sale and of appointing a Receiver in respect of the security hereby created shall be in favour of a purchaser as defined by and in Section 205 of the Law of Property Act 1925 deemed to arise and be exercisable immediately upon the execution thereof
- iv. The Borrower shall not have any power to dispose of the Property without the consent in writing of the Lender (and for the purposes of this clause “dispose of” shall be construed in accordance with the Transfer) subject however to the covenants on the part of the Lender contained in the Transfer
- v. For the avoidance of doubt this Charge shall continue to apply until the Termination Date and when all moneys secured by this Charge have been paid

9. Execution *The Borrower must execute this charge as a deed using the space below. If there is more than one Borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 7 this document must be signed by the Lender or its conveyancer.*

THE CORPORATE SEAL of)
THE SECRETARY OF STATE FOR DEFENCE)
hereunto affixed is hereby authenticated by:-)

Executed and delivered as a deed by)
INLAND DEVELOPMENTS LIMITED)
acting by a director in the presence of)
a witness:

Director

Signature of Witness

Name (in CAPITAL LETTERS)

Address

.....

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[for annexation to Form of Transfer – Deed as referred to in Part II Para. 3]

THIS DEED is made the _____ day of _____ 200

BETWEEN

1. _____ of
(company registration number _____) whose registered office is situate at
("the New Owner") and
2. **THE SECRETARY OF STATE FOR DEFENCE** ("the Secretary of State")

WHEREAS

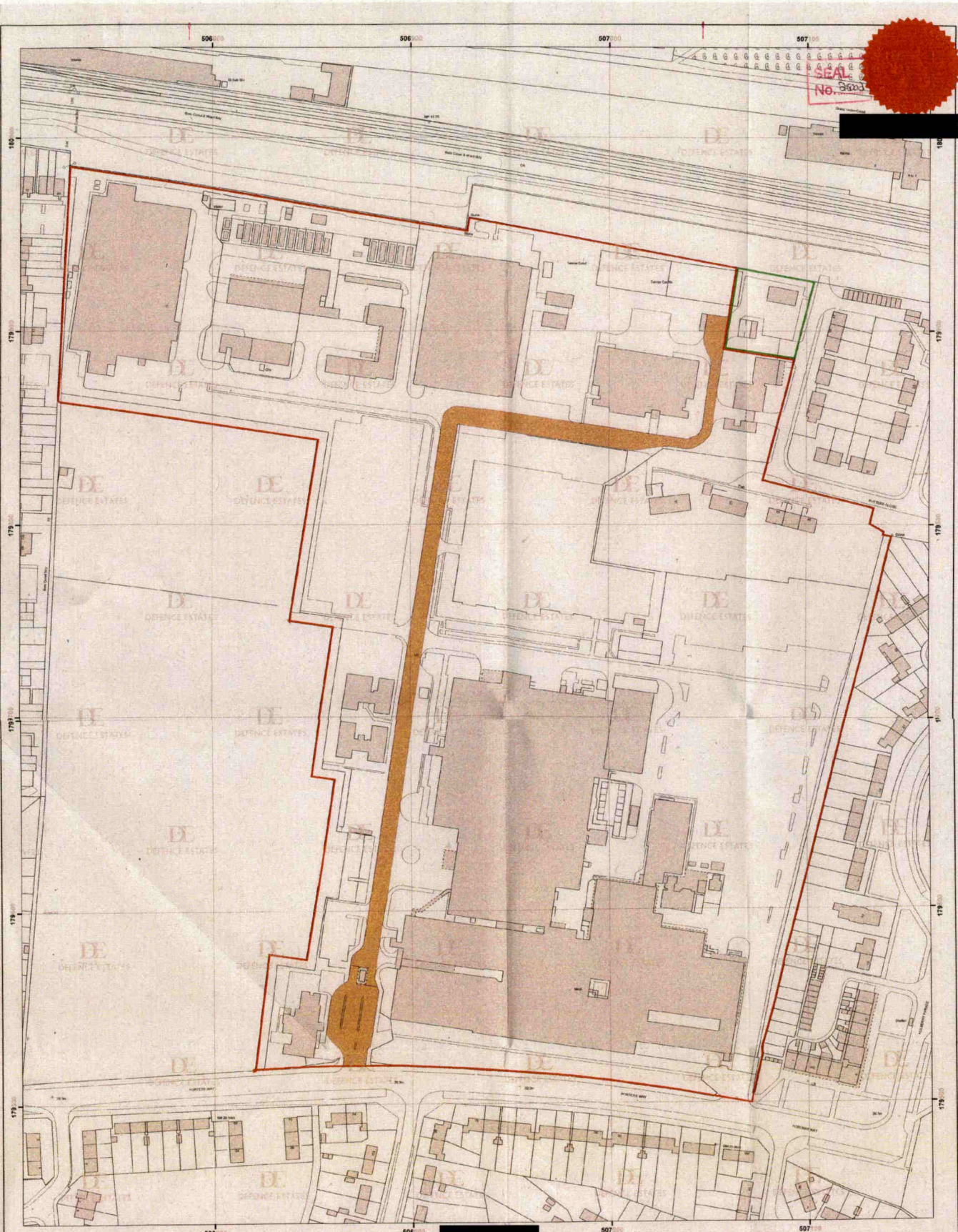
1. By a Transfer dated _____ (" the Transfer") made between (1) the Secretary of State and (2) _____ certain land as therein more particularly described (hereinafter called "the Property") situate _____ was transferred to _____ in fee simple who covenanted (inter alia) with the Secretary of State that in the event that there was a disposal of the whole of the Property (or the remainder of the Property) without the retention of any Relevant Land (as defined in the Transfer) then the terms of paragraph 3 of part II of the Schedule to the Transfer would apply and whereby the Transferee would procure that the disponee would enter into a deed with the Secretary of State in such form as the Secretary of State may reasonably require to comply with the terms of the Schedule to the Transfer
2. The Property is now registered under Title Number _____
3. By a Transfer of _____ 200 the Property was transferred to the New Owner for an estate in fee simple and this Deed is entered into in compliance with the said covenant on the part of _____ in the Transfer

NOW THIS DEED WITNESSES as follows: -

1. The New Owner hereby covenants with the Secretary of State to comply with the obligations of _____ contained in the Schedule to the Transfer mutatis mutandis (except for paragraphs 4, 8.1 and 8.3 of part II of the Schedule)
2. The New Owner acknowledges that the charge and the restriction provided for in the Transfer shall continue to be registered against the Property pursuant to the Transfer and agrees to lodge the duplicate hereof with the Land Registry requesting the Chief Land Registrar to take all appropriate steps to ensure that the registration accordingly continues




IN WITNESS of which this Deed has been duly executed as a deed by the New Owner the day and year first before written

SIGNED as a **DEED** by _____)
_____)
[acting by a director and its _____)
secretary or by two directors:] _____)
[in the presence of: -]



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07_0415_West_Drayton_Access.mxd 14/02/08

-  RAF (NATS) West Drayton
12.56 Ha
-  MOD Retained Land
(Air Cadets Enclave)
0.16 Ha
-  Access to Air Cadets Enclave

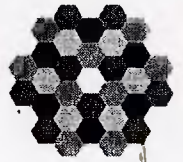
RAF West Drayton

Scale @ A2 1:1,250

Warning: Due to the Ordnance Survey's Positional Accuracy Improvement (PAI) Programme, some data on this map may be misaligned with its related OS feature. The originating GI office will be able to advise you of the PAI data conversion programme, its impact on this map and any further information you may require.



MINISTRY OF DEFENCE
Defence Estates
DE Operations South
Islandford House
Aldershot
Hampshire GU11 2HA
Tel. 01252 - 361914



Official copy of register of title

Title number AGL198203

Edition date 01.04.2009

- This official copy shows the entries in the register of title on 1 April 2009 at 17:20:41.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 1 April 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Swansea Office.

A: Property register

This register describes the land and estate comprised in the title.

HILLINGDON

- 1 (24.04.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Porters Way, West Drayton (UB7 9AX).
- 2 (24.04.2008) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land at Rutters Close dated 26 April 1985 made between (1) The Secretary Of State For Defence and (2) Wallsend Estates Limited.

NOTE: -Copy filed under AGL185224.

- 3 (24.04.2008) The Conveyance dated 26 April 1985 referred to above contains provisions as to boundary structures and other matters.
- 4 (21.10.2008) The land has the benefit of but is subject to the rights granted by a Deed dated 16 October 2008 made between (1) The Secretary Of State For Defence and (2) St George West London Limited.

NOTE: Copy Deed filed under AGL129897.

- 5 (09.02.2009) The transfer dated 15 January 2009 referred to in the Charges Register contains a provision as to light or air.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (09.02.2009) PROPRIETOR: ALBERT HOUSE PROPERTY FINANCE PCC LIMITED (incorporated in Guernsey) of Albert House, South Esplanade, St Peter Port, Guernsey, Channel Islands, GY1 3AJ.
- 2 (09.02.2009) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge is to be registered without a written consent signed on behalf of the Secretary of State for Defence of Ministry of Defence Estates (South East), Blandford House, Farnborough Road, Aldershot, Hampshire GU11 2HA by its conveyancer or any person authorised to authenticate the Corporate Seal of the Secretary of State for Defence.
- 3 (09.02.2009) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by Inland Homes Limited of Trinity Court, Batchworth Island, Church Street, Rickmansworth, Herts WD3 1RT or by its conveyancer.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (24.04.2008) The land is subject to the rights granted by a Deed of Grant dated 4 May 1998 made between (1) Secretary Of State For Defence and (2) Thames Water Authority.

The said Deed also contains restrictive covenants by the grantor.

NOTE: -Copy filed under AGL185224.
- 2 (24.04.2008) The land is subject to the rights granted by a Transfer of other land at Park Lodge Avenue dated 2 June 2004 made between (1) The Secretary Of State For Defence and (2) St George West London Limited.

NOTE: -Copy filed under AGL129897.
- 3 (09.02.2009) A transfer of the land in this title dated 15 January 2009 made between (1) Albert House Property Finance PCC Limited and (2) Inland Developments Limited contains restrictive covenants.

NOTE: Copy filed.
- 4 (09.02.2009) The land is subject to the rights reserved by the transfer dated 15 January 2009 referred to above.
- 5 (09.02.2009) REGISTERED CHARGE dated 15 January 2009.
- 6 (09.02.2009) Proprietor: SECRETARY OF STATE FOR DEFENCE of Ministry of Defence Estates (Operations South), Blandford House, Farnborough Road, Aldershot, Hampshire GU11 2HA.
- 7 (09.02.2009) REGISTERED CHARGE dated 15 January 2009.

C: Charges register continued

- 8 (09.02.2009) Proprietor: INLAND HOMES LIMITED (Co. Regn. No. 05482989) of Trinity Court, Batchworth Island, Church Street, Rickmansworth, Hertfordshire WD3 1RT.
- 9 (09.02.2009) The land is subject to the lease set out in the schedule of leases hereto.

Schedule of notices of leases

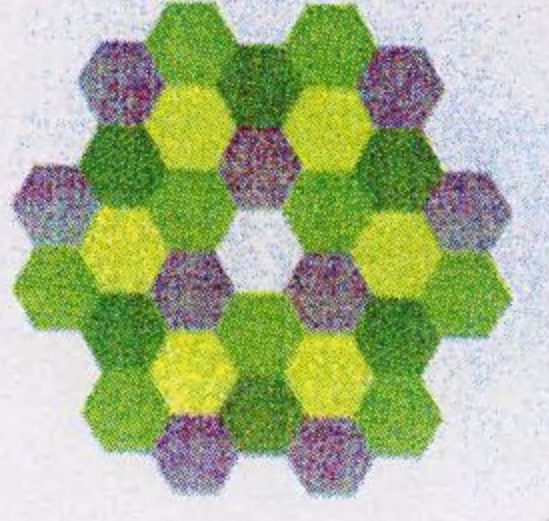
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.02.2009	Land on the north side of Porters Way	15.01.2009 999 years from 15.1.2009	AGL198204

End of register

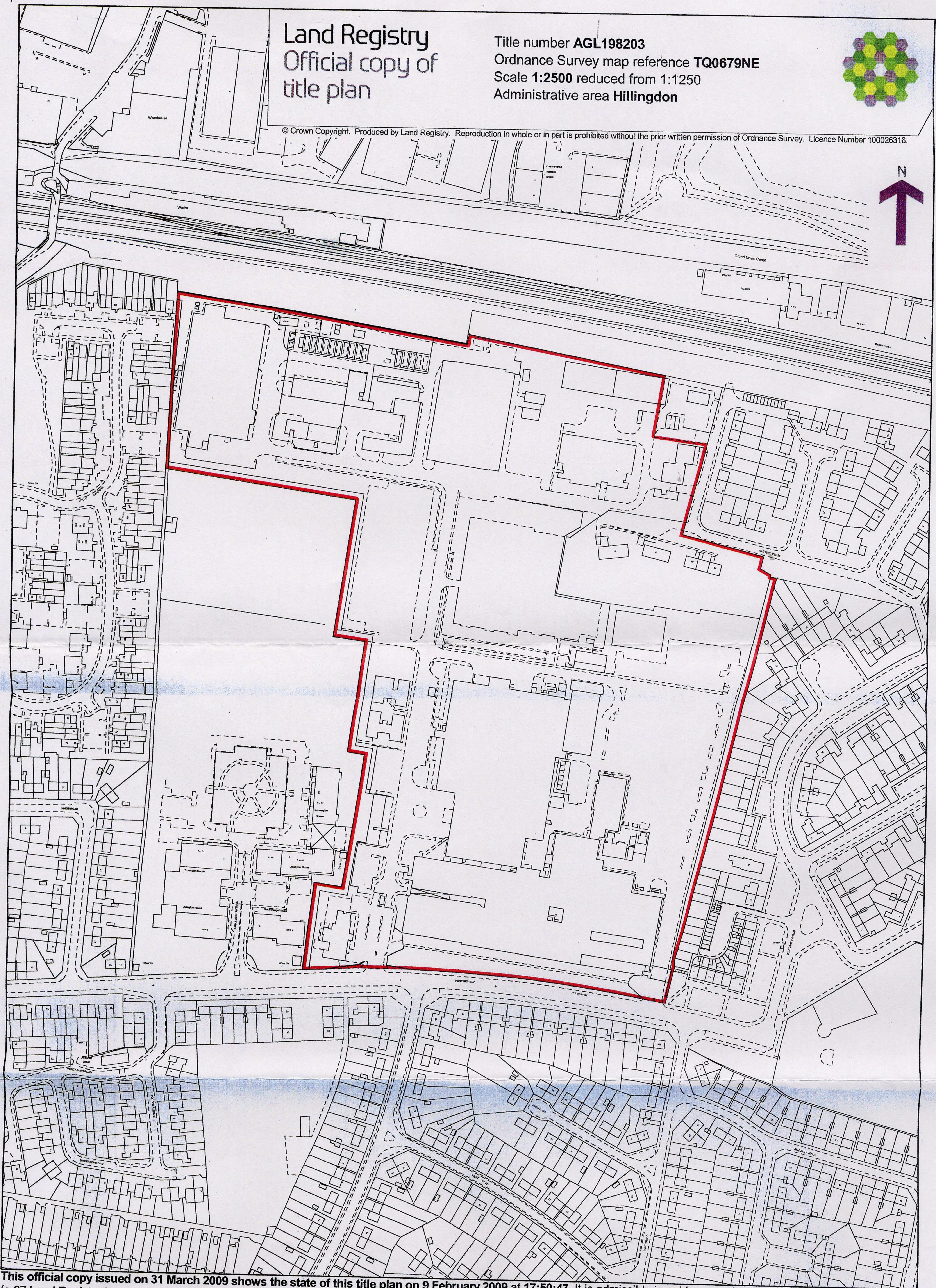
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DX 3:
Tel 01
Fax 01
Wans
@landi
www.la

Land Registry Official copy of title plan

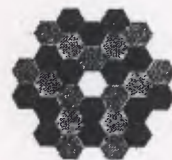
Title number **AGL198203**
Ordnance Survey map reference **TQ0679NE**
Scale **1:2500** reduced from 1:1250
Administrative area **Hillingdon**



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This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Swansea Office.



Official copy
of register of
title

Title number AGL198204

Edition date 01.04.2009

- This official copy shows the entries in the register of title on 1 April 2009 at 17:23:19.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 1 April 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Swansea Office.

A: Property register

This register describes the land and estate comprised in the title.

HILLINGDON

- 1 (09.02.2009) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Porters Way, West Drayton (UB7 9AX).
- 2 (09.02.2009) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 3 (09.02.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land at Rutters Close dated 26 April 1985 made between (1) The Secretary Of State For Defence and (2) Wallsend Estates Limited.

NOTE: -Copy filed under AGL185224.

- 4 (09.02.2009) The Conveyance dated 26 April 1985 referred to above contains provisions as to boundary structures and other matters.
- 5 (09.02.2009) The land has the benefit of but is subject to the rights granted by a Deed dated 16 October 2008 made between (1) The Secretary Of State For Defence and (2) St George West London Limited.

NOTE: Copy Deed filed under AGL129897.

- 6 (09.02.2009) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 - Date : 15 January 2009
 - Term : 999 years from 15 January 2009
 - Parties : (1) Albert House Property Finance PCC Limited
 - (2) Inland Developments Limited

A: Property register continued

- 7 (09.02.2009) The Lease prohibits or restricts alienation.
- 8 (09.02.2009) The transfer dated 15 January 2009 referred to in the Charges Register contains a provision as to light or air.
- 9 (09.02.2009) The landlord's title is registered.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (09.02.2009) PROPRIETOR: INLAND DEVELOPMENTS LIMITED (Co. Regn. No. 6758784) of Trinity Court, Batchworth Island, Church Street, Rickmansworth, Hertfordshire WD3 1RT.
- 2 (09.02.2009) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the estate registered under title number AGL198203 or their conveyancer.
- 3 (09.02.2009) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a written consent signed on behalf of the Secretary of State for Defence of Ministry of Defence Estates (South East), Blandford House, Farnborough Road, Aldershot, Hampshire GU11 2HA by its conveyancer or any person authorised to authenticate the Corporate Seal of the Secretary of State for Defence.
- 4 (09.02.2009) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Inland Homes Limited of Trinity Court, Batchworth Island, Church Street, Rickmansworth, Herts WD3 1RT or by its conveyancer.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (09.02.2009) The land is subject to the rights granted by a Deed of Grant dated 4 May 1998 made between (1) Secretary Of State For Defence and (2) Thames Water Authority.

The said Deed also contains restrictive covenants by the grantor.

NOTE: -Copy filed under AGL185224.

- 2 (09.02.2009) The land is subject to the rights granted by a Transfer of other land at Park Lodge Avenue dated 2 June 2004 made between (1) The Secretary Of State For Defence and (2) St George West London Limited.

NOTE: -Copy filed under AGL129897.

C: Charges register continued

- 3 (09.02.2009) A transfer of the land in this title dated 15 January 2009 made between (1) Albert House Property Finance PCC Limited and (2) Inland Developments Limited contains restrictive covenants.

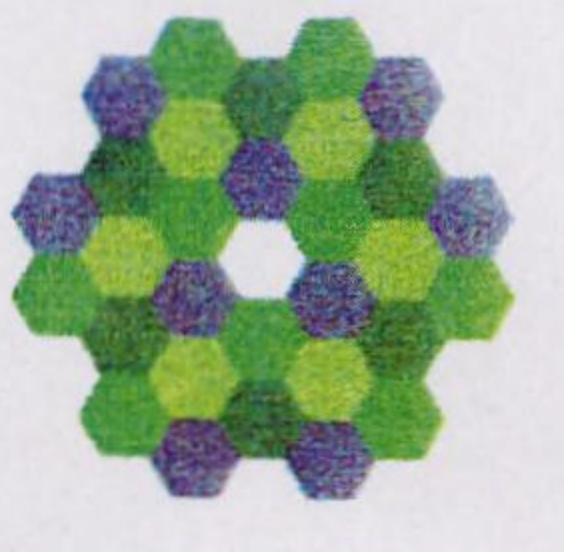
NOTE: Copy filed under AGL198203.

- 4 (09.02.2009) The land is subject to the rights reserved by the transfer dated 15 January 2009 referred to above.
- 5 (09.02.2009) REGISTERED CHARGE dated 15 January 2009.
- 6 (09.02.2009) Proprietor: THE SECRETARY OF STATE FOR DEFENCE of Ministry of Defence Estates (Operations South) Blandford House, Farnborough Road, Aldershot, Hants GU11 2HA.
- 7 (09.02.2009) REGISTERED CHARGE dated 15 January 2009.
- 8 (09.02.2009) Proprietor: INLAND DEVELOPMENTS LIMITED (Co. Regn. No. 6758784) of Trinity Court, Batchworth Island, Church Street, Rickmansworth, Herts WD3 1RT.

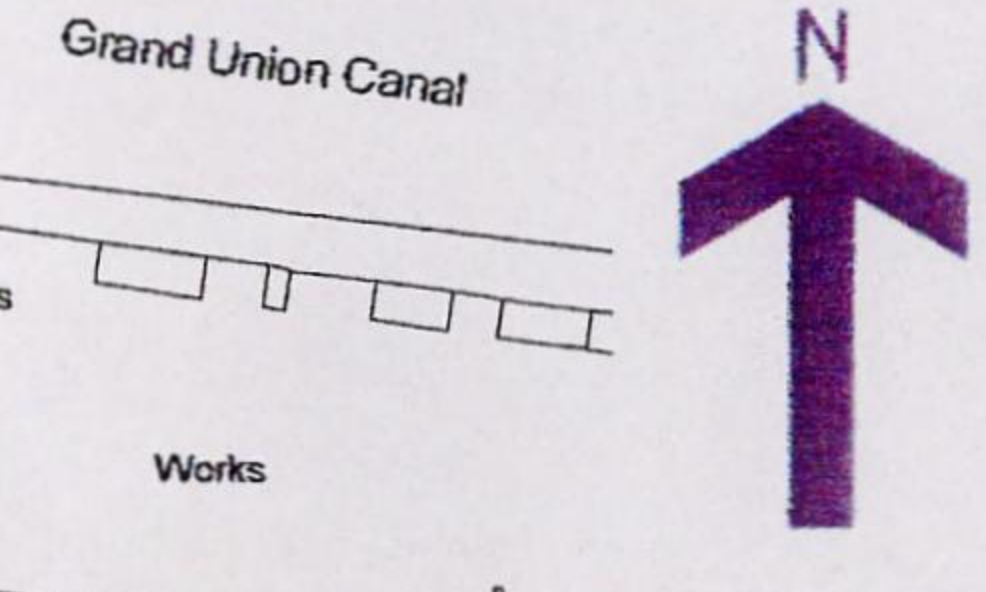
End of register

Land Registry
Official copy of
title plan

Title number **AGL198204**
Ordnance Survey map reference **TQ0679NE**
Scale **1:1250**
Administrative area **Hillingdon**



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See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Swansea Office.