THE CHURCH COMMISSIONERS FOR ENGLAND (1)

-and-

MONASPEAR PROPERTIES LIMITED (2)

RENTCHARGE DEED AND TRANSFER

affecting 115 117 and 121 to 137 (odds inclusive) Sutherland Avenue Maida Vale London W9 and the Garden at the rear thereof

NABARRO NATHANSON 76 Jermyn Street E CERTIFY the within to be a copy of the original.

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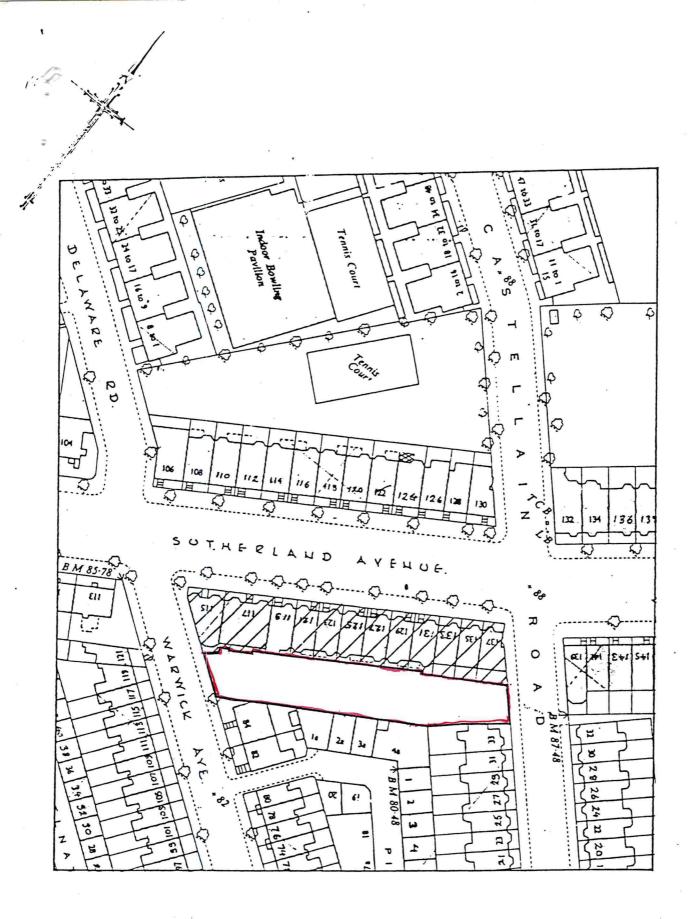
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TRANSFERABLE PROPERTIES.



GFHFRAL GARDEN

Scale /1250

CHESTERTONS 26 CLIFTON ROAD LONDON W9.

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

London Borough : City of Westminster

Title Number : NGL 399834

Property: 115 117 and 121 to 137 (odds inclusive)

Sutherland Avenue Maida Vale London W9

and the Garden at the rear thereof

THIS RENTCHARGE DEED AND TRANSFER is made the Twenty eighth day of August One thousand nine hundred and eighty one B E T W E E N the Commissioners of the one part and the Amenity Company of the other part

WHEREAS

0.1 In this Deed unless the context otherwise requires:

0.1.1 "Commissioners" means THE CHURCH

COMMISSIONERS FOR ENGLAND

0.1.2 "Amenity Company" means MONASPEAR

PROPERTIES LIMITED

(Company Registered

Number 1559626) known or

to be known as SUTHERLAND

SOUTH AMENITY LIMITED or

its successors in title

the registered proprietor

for the time being at HM

Land Registry of the

Estate Rentcharges

hereafter defined

₹0.1.3	"Estate Plan"	means the plan annexed to	
		this Deed	
0.1.4	"General Gardens"	means the garden and	
		recreational areas being	
		part of the Estate and	
		edged red on the Estate	
		Plan Together with all	
	*	buildings and other	
		structures thereon (if	
		any)	
0.1.5	"Transferable	means the properties	
	Properties"	hatched black on the	
		Estate Plan short details	
		whereof are set out in	
		column 1 of the Third	
		Schedule hereto and	
		"Transferable Property"	
		means one only of the	
		Transferable Properties	
0.1.6	"Estate"	means the aggregate of	
		the General Gardens and	
		the Transferable	
		Properties	
0.1.7	"Freehold Owner"	means a transferee	
		hereafter from the	
		Commissioners of one (or	
		more) of the Transferable	
		ve.	

<u> </u>		Properties and his
		successors in title and
		until a transfer thereof
		takes place means the
		Commissioners and
	*	"Freehold Owners" has a
		corresponding meaning
0.1.8	"Deed of Covenant"	means the Deed of
		Covenant the form whereof
		is set out in the Sixth
		Schedule hereto
0.1.9	"Nominal Rentcharge"	has the meaning ascribed
٠,		to that expression in
		sub-clause 4.1 hereof and
		the expression "Nominal
		Rentcharges" has a
		corresponding meaning
0.1.10	"Variable Rentcharge"	has the meaning ascribed
		to that expression in
		sub-clause 4.2 hereof and
		the expression "Variable
		Rentcharges" has a
		corresponding meaning
0.1.11	"Estate Rentcharges"	means the aggregate of
		the Nominal Rentcharge
		and Variable Rentcharge
		secured on each
		Transferable Property

0.1.12 "Estate Services"

means the services
covenanted by the Amenity
Company in Clause 2
hereof to be provided to
or for the benefit of the
Estate

0.1.13 "Financial Year"

"Relevant Financial

Year" "Accountant"

and "Certificate"

have the meanings
respectively ascribed
to them in the Fourth
Schedule hereto
means the costs expenses
and outgoings incurred by
the Amenity Company in

the performance of the

covenants on its part

contained in Clause 2

hereof and includes

0.1.14 "General Amenity

Expenditure"

0.1.14.1 the cost of and incidental to the determination and calculation of the Variable Rentcharges and the interim payments to be made in respect thereof and in particular the cost of preparing and distributing copies of

the Certificate and the accounts prepared for the purpose thereof and the fees and disbursements of the Accountant and

- O.1.14.2 the cost of and incidental to the administration and running of the Amenity

 Company and the holding of meetings and the printing and circulation of rules and regulations affecting the Estate and
- o.1.14.3 all other expenditure
 incurred by the Amenity
 Company in and about the
 maintenance and proper
 and convenient management
 and running of the Estate
 including without
 prejudice to the
 generality of the
 foregoing the appointment
 and remuneration of
 managing and other agents
 contractors solicitors

0.1.15 "Transfer"

0.1.16 "Perpetuity
Period"

0.1.17 "Planning Acts"

surveyors and accountants and includes the recovery of Value Added Tax incurred or chargeable hereunder means the Transfer of Part intended to be used by the Commissioners on all transfers to Freehold Owners of Transferable Properties the form whereof is set out in the Eighth Schedule hereto means the period of eighty years from the date hereof (which shall be the perpetuity period applicable to this Deed under the Rule against Perpetuities) means the Town and Country Planning Act 1971 and any statutory modification or re-enactment thereof for the time being in force and any order statutory

instrument plan rule
regulation permission or
direction made or to be
made or issued thereunder
or deriving validity
therefrom

- 0.2 The Commissioners are registered at HM Land Registry as proprietor with Absolute Title of the freehold of the Estate 0.3 The Commissioners intend to dispose of all their interest in the Estate and in other property owned by them in the vicinity of the Estate and to give effect to this intention have undertaken a scheme of disposal which is designed to maintain preserve and enhance the amenities of the area for the benefit of the inhabitants and occupiers thereof
- 0.4 In furtherance of such scheme the Commissioners have agreed to transfer to the Amenity Company the General Gardens and the Amenity Company has agreed to maintain and manage the same and to provide certain services to the Estate and the Commissioners have agreed to create and to pay Estate Rentcharges to the Amenity Company in manner hereafter appearing
- 0.5 The Commissioners intend to dispose of all their interest in the Transferable Properties by transfers in the form of the Transfer to the intent that the covenants on the part of every Freehold Owner contained therein shall (so far as may be permissible by law) be mutually enforceable by and between every other Freehold Owner

NOW THIS DEED WITNESSETH as follows:-

Transfer

IN PURSUANCE of the said agreements and in consideration of the covenants on the part of the Amenity Company hereinafter contained the Commissioners FEREBY TRANSFER to the Amenity Company the General Gardens TOGETHER WITH the easements rights and privileges mentioned in the First Schedule hereto EXCEPTING AND RESERVING as mentioned in the Second Schedule hereto

2. Covenants by the Amenity Company

In consideration of (and subject to the payment of) the rentcharges hereinafter created by the Commissioners in its favour the Amenity Company HEREBY COVENANTS with the Commissioners at all times hereafter to perform and observe the following covenants:

2.1 Outgoings

To pay all rates taxes charges duties burdens assessments dues outgoings and impositions whatsoever whether parliamentary parochial local or of any description whatsoever which are now or shall at any time be charged rated assessed or imposed upon or in respect of the General Gardens or any parts thereof or on the owner or owners or occupiers in respect thereof

2.2 Insurance

To effect and maintain such insurance policy or policies as may be necessary to provide for cover

against loss or damage to the General Gardens or any part or parts thereof by any perils normally covered to the full cost of replacement plus adequate sums for profess onal services and against third party and public liability

2.3 Repair and decoration

At all times as often as need shall require well and substantially to cleanse repair maintain support and uphold all buildings upon and all boundary walls fences roadways verges paths sewers drains pipes wires and cables in under or upon the General Gardens or any parts thereof and whenever necessary to rebuild and reinstate the same

2.4 Gardens

To maintain keep tidy properly tended and in good condition and state of cultivation and whenever necessary plant the General Gardens and replace any tree shrub or bush which may perish

2.5 Amenity Company to join in transfers

that the Amenity Company will join in the execution of each and every transfer by the Commissioners of a Transferable Property being a transfer in the form of the Transfer or as near thereto as circumstances may admit or require

3. Enforcement of covenants

Having regard to the provisions of Clause 6.1.3 hereof the Amenity Company will at the written request of the

Freehold Owner or any mortgagee of a Transferable Property enforce by all means available to the Amenity Company any such covenants entered into by a Freehold Owner PROVIDED that

3.1 Security for Costs

the Amenity Company shall not be required to incur any legal or other costs under this sub-clause unless and until such security as the Amenity Company in its absolute discretion may require shall have been given by the Freehold Owner or mortgagee requesting such enforcement

3.2 Counsel's Opinion

the Amenity Company may in its absolute discretion before taking any steps by way of enforcement under this sub-clause require the Freehold Owner or mortgagee requesting such enforcement at his own expense to obtain for the Amenity Company from Counsel of not less than seven years standing to be nominated by the Amenity Company advice in writing as to the merits of any contemplated action in respect of the matters in issue and in that event the Amenity Company shall not be bound to bring or procure to be brought any such action unless the said Counsel advises that if brought such action is likely to succeed

4. <u>Creation of Estate Rentcharges</u> (Rentcharges Act 1977)

IN consideration of the covenants on the part of the

Amenity Company hereinbefore contained and in consideration of the premises the Commissioners HEREBY GRANT unto the Amenity Company in fee simple

4.1. The Nominal Rentcharge

A perpetual yearly estate rentcharge of One Pound (£1.00) (herein this Deed referred to as the "Nominal Rentcharge") for ever after issuing and payable out of each Transferable Property and out of all other the buildings and erections now standing or hereafter erected upon the site of each Transferable Property the total amount of which individual Nominal Rentcharges being the sum of Eleven Pounds (£11.00) to be paid in advance without deduction on the 25th day of December in every year and

4.2 The Variable Rentcharge

A perpetual yearly estate rentcharge (in this Deed referred to as the "Variable Rentcharge") for ever after issuing and payable out of each Transferable Property and out of all other the buildings and erections now standing or hereafter erected upon the site of each Transferable Property of an amount in the case of each Transferable Property equal to the percentage of General Amenity Expenditure shown against the address of each such Transferable Property in Part II of the Fourth Schedule hereto

4.3 Individuality of Estate Rentcharges

The Nominal Rentcharge and the Variable Rentcharge shall issue out of each Transferable Property hereinafter charged together with the powers and remedies in favour of the Amenity Company for securing and compelling payment of the Estate Rentcharges conferred by section 121 of the Law of Property Act 1925 and as hereinafter mentioned and subject to the covenants on the part of the Commissioners hereafter contained as though the Estate Rentcharges and covenants had been set out seriatim herein in respect of each Transferable Property as separate individual rentcharges

5. Charge

THE Commissioners HEREBY CHARGE each Transferable

Property with the payment to the Amenity Company of the

Estate Rentcharges applicable thereto to the intent that the

powers and remedies for enforcing payment thereof referred

to above shall apply in relation to each Transferable

Property only to the extent of its individual liability as

though separate individual Estate Rentcharges had been

hereby created in respect of each

6. Covenants by the Commissioners

- 6.1 THE Commissioners HEREBY COVENANT with the Amenity Company
 - 6.1.1 Shares in the Amenity Company

 To subscribe for and become registered

or procure their nominee or nominees to become registered as owners of that number of shares in the Amenity Company as is set out against each Transferable Property in Column 2 of the Third Schedule hereto

6.1.2 To pay Estate Rentcharges

To pay to the Amenity Company the

Nominal Rentcharge in respect of each

Transferable Property at the times and
in manner aforesaid and also to pay the

Variable Rentcharge in respect of each

Transferable Property at the times and
in manner provided for in Part I of the

Fourth Schedule hereto

6.1.3 As to Transfers of the freeholds

Not to transfer the freeholds of the

Transferable Properties other than by

transfers in the form of the Transfer or

as near thereto as circumstances may

admit or require

6.1.4 Covenant for Title

That they have not at any time
heretofore done or knowingly suffered
anything whereby or by reason whereof
they are hindered from transferring the
General Gardens and creating the
rentcharges in manner herein contained

6.2 Other obligations

The Commissioners so as to bind the Freehold Owner for the time being of each Transferable Property in respect of such Transferable Property and so that this covenant shall (so far as may be permissible by law) be for the benefit and protection of the Estate Rentcharges and each of them and of the General Gardens and each and every part thereof HEREBY COVENANT with the Amenity Company to comply or procure compliance with the obligations set out in the Fifth Schedule hereto

7. PROVISOS AND DECLARATIONS

7.1 Entry and other remedies

PROVIDED ALWAYS and it is hereby agreed between the parties that if the Estate Rentcharges charged on a Transferable Property or any part thereof shall be unpaid for twenty one days after becoming due (whether formally demanded or not) or if any of the covenants set out in the Fifth Schedule hereto are not observed or performed in relation to such Transferable Property then and in each such case it shall be lawful for the Amenity Company (but without prejudice to any other remedy right or power available to the Amenity Company) and in addition to all powers and remedies conferred by Section 121 of the Law of Property Act 1925 and notwithstanding any actual or

constructive waiver of any previous cause or right of entry or of any other right or claim on the part of the Amenity Company to enter upon such Transferable Property as aforesaid or any part thereof in the name of the whole and thereupon

- (i) all the interest of the Freehold Owner in such Transferable Property shall forthwith cease and determine and
- (ii) the fee simple in such Transferable Property shall forthwith vest in the Amenity Company

7.2 Estate Services proviso

Notwithstanding anything herein contained the

Amenity Company shall not be liable in damages to

a Freehold Owner in respect of:

7.2.1 Interruption

any interruption in or failure to
provide any of the Estate Services to
any Transferable Property or the Estate
by reason of circumstances beyond the
control of the Amenity Company

7.2.2 Acts of Agents etc.

any act omission or negligence of any agent or servant of the Amenity Company in or about the performance or purported performance of any duty relating to the provision of such services

7.3 Liability of Commissioners

The Commissioners and the Amenity Company hereby respectively agree and confirm that the Estate Rentcharges created by this Deed are separate Estate Rentcharges affecting only each individual Transferable Property and that the liability for the payment thereof and for the performance of the covenants on the part of the Commissioners herein contained shall cease and absolutely determine in relation to each Transferable Property on the date of the transfer thereof to a Freehold Owner

8. Construction

THE headings in this Deed are for convenience only and shall not affect the construction of this Deed

9. Certificate of Value

IT IS HEREBY CERTIFIED that the transaction hereby 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 of value of the property transferred exceeds £20,000

IN WITNESS whereof the parties have affixed their respective Common Seals the day and year first above written

THE FIRST SCHEDULE above referred to

Easements rights and privileges included in this Deed

The right of passage and running of air water and soil
gas and electricity and telephone signals or impulses
through the ventilators sewers drains pipes wires cables and

- conduits which are now or may at any time hereafter within the Perpetuity Period be situate in any part of the Transferable Properties or any part of the adjoining or adjacent property of the Commissioners and serving or capable of serving or being enjoyed by the General Gardens or any part or parts thereof
 - 2. The right with servants workmen and others at all reasonable times on notice (or at any time without notice in case of emergency) to enter into and upon any of the Transferable Properties or any part of the adjoining or adjacent property of the Commissioners for the purpose of repairing cleansing maintaining or renewing any such ventilators sewers drains pipes wires cables and conduits as aforesaid
 - 3. The right of entry onto the Transferable Properties or any of them at all reasonable times in the daytime (or at any time in case of emergency) for the purpose of carrying out repairs renewals decorations or cleansing of the General Gardens or any part or parts thereof and for the purpose of complying with its obligations with regard to the Estate hereinbefore contained
 - 4. The right of support (as at present enjoyed) for the General Gardens or any part or parts thereof from all adjoining and neighbouring land and of support and shelter and protection for the General Gardens or any part or parts thereof from all parts of the Transferable Properties capable of providing the same

THE SECOND SCHEDULE above referred to

Exceptions and Reservations

There are excepted and reserved out of this Deed to the Commissioners and the relevant Freehold Owners and all other persons respectively authorised by the Commissioners or the relevant Freehold Owners

- 1. The right to connect to and thereafter to use for the purpose of passage and running of air water and soil gas and electricity telephone signals or impulses through the ventilators sewers drains pipes wires cables and conduits which are now or may at any time hereafter within the Perpetuity Period be situate in the General Gardens or any part or parts thereof and serving or capable of serving or being enjoyed by the Transferable Properties or any part of the adjoining or adjacent property of the Commissioners
- 2. The right with servants workmen and others at all reasonable times on notice (or at any time without notice in case of emergency) to enter into and upon the General Gardens or any part or parts thereof for the purpose of repairing cleansing maintaining or renewing any such ventilators sewers drains pipes wires cables and conduits as aforesaid
- 3. The right of entry upon the General Gardens or any part or parts thereof at all reasonable times in the daytime upon giving previous written notice (or at any time without notice in case of emergency) for the purpose of carrying out repairs renewals decorations or cleansing to the Transferable Properties or any of them

- 4. The right to enter and use the General Gardens subject to compliance with the rules and regulations relating thereto set out in the Seventh Schedule hereto and such additions or amendments thereto as the Amenity Company may from time to time reasonably make in accordance with Paragraph 13 of the Fifth Schedule hereto
- The right of support and cover for the Tranferable Properties

All the above easements rights and privileges to be subject to and conditional upon in relation to each Transferable Property the payment of the Estate Rentcharges charged thereon and the performance and observance of the covenants on the part of the Freehold Owner thereof contained in the Fifth Schedule to this Deed

THE THIRD SCHEDULE above referred to Number of Shares in the Amenity Company

Column 1		Column 2
Address of Tra Property	nsferable	Number of Shares in Amenity Company
115 Sutherland 117 Sutherland 121 Sutherland 123 Sutherland 125 Sutherland 127 Sutherland 129 Sutherland	Avenue Avenue Avenue Avenue Avenue	1 1 1 1 1
131 Sutherland 133 Sutherland 135 Sutherland	Avenue	1 1
137 Sutherland		ī

THE FOURTH SCHEDULE above referred to

The Variable Rentcharge

Part I

- The Variable Rentcharge payable in respect of each Transferable Property shall be quantified as the percentage shown in Part II of this Schedule against the address of the relevant Transferable Property in respect of General Amenity Expenditure subject to the following terms and provisions:-
- Definitions
- 2.1 "Financial Year"

means in relation to General Amenity Expenditure the period from the First day of November in each year to the Thirty first day of October in the following year or such other annual period as the Amenity Company may in its discretion from time to time determine as being that for which the accounts of the Amenity Company shall be made up in relation to the determination of the

2.2 "Relevant Financial
Year"

Variable Rentcharge means

"Accountant" 2.3

the financial year for which the amount of the Variable Rentcharge is being determined means an independent accountant appointed by the Amenity Company who shall be a member of a body of accountants established in the United Kingdom and for the time being recognised by the Secretary of State for the purposes of Section 161(1)(a) of the Companies Act 1948 means a written statement certified by the

2.4 "Certificate" Accountant

- 3. The amount of the Variable Rentcharge shall be ascertained and certified by the Accountant annually and so soon after the end of the Financial Year as may be practicable and shall relate to such year
- A copy of the Certificate for the Relevant Financial Year shall be supplied by the Amenity Company to each Freehold Owner without charge

- 5. The Certificate shall contain a fair summary of General Amenity Expenditure incurred by the Amenity Company during the Relevant Financial Year and specifying a sum as the amount of the Variable Rentcharge payable by each Freehold Owner AND the Certificate shall be conclusive and binding on the Amenity Company and each Freehold Owner as regards all matters contained specified or certified therein (other than any question of law)
- The expression "General Amenity Expenditure" as hereinbefore in Clause 0.1.14 defined and used shall be deemed to include not only General Amenity Expenditure actually disbursed incurred or made by the Amenity Company during the Relevant Financial Year but also such sum or sums on account of any other items of General Amenity Expenditure whether of a unique or of a periodically recurring nature and whether recurring by regular or irregular periods and whenever disbursed incurred or made and whether before or after the Relevant Financial Year as the Accountant may in his absolute discretion consider it reasonable to include (whether by way of amortisation of costs expenses and outgoings already incurred or by way of provision for anticipated future costs expenses and outgoings or otherwise) in the amount of General Amenity Expenditure for the Relevant Financial Year
- 7. Each Freehold Owner shall on each of the quarter days falling within each Financial Year pay to the Amenity Company (and if so required by the Amenity Company such

- payment to be by way of Banker's Standing Order) on account of the Variable Rentcharge payable for such Financial Year in respect of each Transferable Property of which he is Freehold Owner such sum as the Amenity Company or its agents shall from time to time specify in its or their discretion to be a fair and reasonable interim payment the first such payment being a due proportion of such interim payment in respect of the period from the date hereof to the quarter day next following to be made on the execution hereof As soon as practicable after the signature of the Certificate the Amenity Company shall furnish to each Freehold Owner an account of the Variable Rentcharge payable by the Freehold Owner for such Financial Year in respect of each Transferable Property of which he is Freehold Owner due credit being given therein for any interim payment made by the Freehold Owner in respect of such Financial Year and upon the furnishing of such account there shall be paid by the Freehold Owner to the Amenity Company the Variable Rentcharge payable as aforesaid or any balance thereof shown to be payable or credit shall be given by the Amenity Company to the Freehold Owner for any amount which may have
 - 9. It is hereby agreed and declared that the remedies contained in sub-clause 7.1 of this Deed shall not be exercisable by reason only of non-payment by a Freehold Owner of any such interim payment as aforesaid prior to the

been overpaid by the Freehold Owner by way of interim

payment as the case may require

date on which the Certificate shall be furnished to the Freehold Owner as aforesaid but nothing herein contained shall prevent an action being maintained against the Free old Owner in respect of non-payment of such interim payment as aforesaid notwithstanding that the Certificate has not been furnished to the Freehold Owner at the time such action was commenced subject nevertheless to the Amenity Company establishing in such action that the interim payment demanded and unpaid was of a fair and reasonable amount having regard to the amount of the Variable Rentcharge ultimately payable by the Freehold Owner 10. Provided always and notwithstanding anything

- herein contained it is agreed and declared as follows:-
- 10.1 the amount of the Variable Rentcharge for the Financial Year current at the date of the execution of this Deed shall be a proportionate amount for the period of such Financial Year commencing on the said date of execution
- 10.2 if and insofar as any monies received by the Amenity Company during any Financial Year by way of Variable Rentcharge are not actually expended by the Amenity Company during that Financial Year on General Amenity Expenditure the Amenity Company shall hold those monies on trust to expend them in subsequent Financial Years on General Amenity Expenditure and subject thereto upon trust for the Freehold Owners absolutely
- 10.3 during such time as the said costs expenses and outgoings shall have been incurred in respect of any

then the Variable Rentcharge shall be calculated by reference to such notional expenditure for the whole of the Estate for the whole of the Financial Year as shall be certified by the Accountant to be fair and proper having regard to the actual costs expenses and outgoings incurred in providing all or any of the services herein described to a part only of the Estate or for part only of a Financial Year as the case may be

Part II

Postal Address			General Amenity Expenditure
		* ,	% Contribution
115 Sutherland 117 Sutherland 121 Sutherland 123 Sutherland 125 Sutherland 127 Sutherland 129 Sutherland 131 Sutherland 133 Sutherland 135 Sutherland 135 Sutherland	Avenue		9.091 9.090 9.091 9.091 9.091 9.091 9.091 9.091

THE FIFTH SCHEDULE above referred to

Covenants affecting Transferable Properties

1. Repair and decoration

1.1 Repair

At all times as often as need shall require well and substantially to cleanse repair maintain support and uphold each Transferable Property and all fences sewers drains pipes radiators

ventilators wires and cables in the Transferable
Property and exclusively serving the same and to
make good all damage occasioned to the
Transferable Property

1.2 Maintenance etc

To keep clean and tidy and properly tended any garden or balcony or other external area forming part of each Transferable Property and where appropriate lop and top and care for any trees in accordance with good arboricultural practice

1.3 External Painting

To paint and decorate all parts of the exterior of each Transferable Property previously painted and decorated in such a manner and where appropriate in British Standard Colour Number 08 B 15 or in a colour to be determined from time to time by the Amenity Company and in particular to paint and decorate such parts of the exterior as aforesaid at least once in every period of five years save that any part thereof treated with substances which require re-application less frequently than once in every five years shall be so treated as and when proper and necessary to do so to maintain the condition and appearance thereof

2. <u>Insurance and Reinstatement</u>

2.1 Cover

To effect and maintain such insurance policy

or policies as may be necessary to provide for cover against loss or damage to any part of each Transferable Property by any of the per 1s normally covered to the full cost of reinstatement plus adequate sums for professional services

2.2 Reinstatement

So often as any building forming part of a
Transferable Property shall be destroyed or
damaged by fire or any other risk to rebuild
and reinstate it as soon as practicable to
its former state or as near thereto as is
consistent with the bye-laws regulations and
planning or development schemes of any
competent authority and applying all monies
received in respect of such insurance towards
such rebuilding or reinstatement and if such
monies shall prove insufficient for that
purpose to complete such rebuilding or
reinstatement out of the Freehold Owner's own
monies

External alterations and building

3.1 External

No alteration shall be made to the external appearance of any building forming part of a Transferable Property (including the colouring scheme) except with the prior written consent of the Amenity Company

3.2 Other

No building or other structure or wireless or television receiving or transmitting aerial array shall be erected upon any Transferable Property except with the prior written consent of the Amenity Company

4. Signs etc

Not to place or affix or permit to be placed or affixed any name writing drawing signboard plate or placard of any kind on or in any window or on the exterior of any structure forming part of a Transferable Property except with the prior written consent of the Amenity Company

5. Hanging of Clothes etc

Not to hang or expose or permit to be hung or exposed outside any building forming part of a Transferable Property any clothes or other articles

6. Refuse etc

Not to throw or permit to be thrown out of any window of any building forming part of a Transferable Property any refuse or rubbish and not to shake or permit to be shaken any mat or carpet out of any such windows

7. Inspection and co-operation

7.1 To permit the Amenity Company its agents or
workmen at all reasonable times (previous written
notice having been given except in case of
emergency) to enter into and upon any Transferable
Property to ascertain whether there has been and

- is any breach of or non-compliance with the covenants herein contained
- 7.2 To co-operate at all times with the Amenity

 Company and all others interested in the Estate in

 all measures reasonably necessary for repairing

 maintaining or upholding the Estate to high

 standards of appearance and amenity

8. Conditions of transfer

- 8.1 Not to transfer any share or shares in the Amenity
 Company registered in the name of a Freehold Owner
 (hereinafter called "Shareholding") to any person
 other than one who is or is about to be a Freehold
 Owner of the relevant Transferable Property
- 8.2 Not to transfer any Transferable Property except to a transferee
- 8.2.1 to whom simultaneously with such transfer
 there shall be delivered a duly executed
 transfer of the Shareholding unless it should
 be impossible for any reason outside the
 control of the transferor to deliver
 simultaneously as aforesaid such a transfer
 of the Shareholding as aforesaid and
- 8.2.2 who shall (unless he is a party to a transfer from the Commissioners in the form of the Transfer) before or simultaneously with such transfer have executed a deed of covenant in the form of the Deed of Covenant

- 8.3 That if at any time the Freehold Owner shall not be the holder of a Shareholding the Freehold Owner will upon being requested to do so by the Amenity Company take a transfer of the Shareholding in any manner authorised by the Amenity Company's Articles of Association and will pay the nominal value of the Shareholding to such person as the Amenity Company shall direct
- 8.4 That if at any time the Freehold Owner (being the holder of a Shareholding) shall not be registered as the proprietor thereof the Freehold Owner will upon being requested to do so by the Amenity Company apply to the Amenity Company to be registered as such proprietor
- 8.5 That each and every Freehold Owner not being the Commissioners or a party to a transfer from the Commissioners in the form of the Transfer shall enter into a deed of covenant in the form of the Deed of Covenant

9. <u>Costs of Notices</u>

To pay all costs charges and expenses (including Solicitors' costs and Surveyors' Fees) incurred by the Amenity Company for the purpose of or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 requiring a Freehold Owner to remedy a breach of any of the covenants herein contained notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

2 10. Statutory Requirements

At all times to do and execute or cause to be done and executed all such works and things as under or by virtue of any general or local Acts or Act of Parliament bye-law rules and regulations already or hereafter to be passed now are or shall or may be directed or required by the public local or any other authority to be done or executed upon or in respect of any of the Transferable Properties and in particular and without prejudice to the generality of the foregoing to comply with the Planning Acts

11. User of Transferable Properties

- Not to commit or permit or suffer any waste spoil or destruction in or upon any of the Transferable Properties
- 11.2 Not to use or permit or suffer to be used any Transferable Property for any purpose from which a nuisance can arise to Freehold Owners or other the residents of other parts of the Estate or for any illegal or immoral purpose and not to hold or permit to be held any auction on any Transferable Property but to use or permit the same to be used only for such use or uses as may be either established or which do not contravene planning control for the time being under the Planning Acts

12. Consent of Amenity Company

- 12.1 Before
- 12.1.1 making any application to the relevant

authority for planning permission for a change of use or for any other development or

changing from one type of use to another of the same type and within the same use class as designated in the Schedule to the Town and Country Planning (Use Classes) Order 1972 or any modification thereof for the time being in force or carrying out any development not requiring planning permission

in every such case upon or in respect of a
Transferable Property or more than one
Transferable Property or any part or parts
thereof to give not less than fourteen days
prior written notice thereof to the Amenity
Company

12.2 When a planning permission has been granted to furnish a copy thereof to the Amenity

Company within seven days of its receipt from the relevant authority

13. Regulations

At all times hereafter observe and perform or procure to be observed and performed the rules and regulations set forth in the Seventh Schedule hereto and such additions or amendments to those rules and regulations as the Amenity Company may from time to time reasonably make in relation to the General Gardens PROVIDED THAT

- 13.1 the said additions and amendments shall be notified by sending a copy thereof to each Freehold Owner and shall take effect from the date that the same shall be entered in a book kept for this purpose by the Amenity Company in London and the said book shall be available for inspection by any Freehold Owner on reasonable notice without fee
- 13.2 the entries in the said book shall be conclusive evidence as against any Freehold

 Owner of the rules and regulations from time to time in force

14. INTEREST

In the event that any Nominal Rentcharge or Variable Rentcharge or any other sum payable to the Amenity Company under the provision of this Deed shall remain unpaid for twenty one days from the date of demand therefor interest shall be payable thereon from the date of demand until the date of actual payment at the rate (calculated on a daily basis) of Four pounds per centum per annum over Barclays Bank Limited base rate from time to time

THE SIXTH SCHEDULE above referred to Form of Deed of Covenant

day

THIS DEED OF COVENANT is made the of 19 BETWEEN

(hereinafter called "the Purchaser") of the one part and SUTHERLAND SOUTH AMENITY LIMITED (Company Registered Number 1559626) (hereinafter called "the Amenity Company") of the other part

WHEREAS:

- (1) Words and expressions used herein have the meanings ascribed to them respectively in the Rentcharge Deed (hereinafter called "the Rentcharge Deed") dated the day of 1981 made between the Commissioners (1) and the Amenity Company (2)
- (2) This Deed is intended to be supplemental to the

 Rentcharge Deed and a transfer (hereinafter called "the

 Original Transfer") by the Commissioners of the Transferable

 Property known as Sutherland Avenue Maida Vale

 London W9 (hereinafter called "the Relevant Transferable

 Property") dated day of 19
- (3) Clause 2 of the Original Transfer contains (inter alia) a covenant on the part of the transferee under the Original Transfer to observe and perform all the covenants contained in the Fifth Schedule to the Rentcharge Deed which include a covenant that the Freehold Owner from time to time of the Relevant Transferable Property will enter into a deed of covenant in the form of the Deed of Covenant
- (4) The Purchaser is about to become or has simultaneously herewith become the Freehold Owner of the Relevant Transferable Property

NOW THIS DEED WITNESSETH that the Purchaser HEREBY COVENANTS with the Amenity Company in respect of the Relevant Transferable Property that the Purchaser will (subject to Clause 5.2 of the Original Transfer) at all times hereafter duly pay the Estate Rentailarges charged on the Relevant Transferable property by the Rentcharge Deed and will (subject as aforesaid) observe and perform all the covenants contained in Clause 2 of the Original Transfer and in the Fifth Schedule to the Rentcharge Deed so far as they fall to be observed and performed by the Purchaser (whether running with the land or of a purely personal or collateral nature)

IN WITNESS etc

THE SEVENTH SCHEDULE above referred to Rules and Regulations affecting the General Gardens

- 1. Not to do any act which may annoy or interfere with the quiet use or enjoyment of the General Gardens as an ornamental pleasure garden by any person entitled to the use and enjoyment thereof
- 2. Not to obstruct or damage any part of the General Gardens and not to leave any articles of any description or litter in or upon any part thereof
- 3. Not to behave or permit any person residing or lodging in any Transferable Property to behave in the General Gardens in a manner which is loud unreasonable noisy objectionable unruly or otherwise unneighbourly but in all matters to act in regard to the General Gardens in a courteous and responsible manner and so as to occasion no

unnecessary expense for the upkeep thereof

Mo piano gramophone wireless loudspeaker or mechanical or other musical instrument nor any equipment nor machinery of any kind shall be played or used nor shall any singing be practised in the General Gardens nor shall any other noise be emitted so as to cause annoyance to the owners lessees and occupiers of the other parts of the Estate

THE EIGHTH SCHEDULE above referred to Form of Transfer of Part subject to Estate Rentcharges) H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

London Borough:

City of Westminster

Title Number:

NGL 399834

Property:

TRANSFER OF PART

THIS TRANSFER is made the day of One thousand nine hundred and eighty BETWEEN the Commissioners of the first part the Amenity Company of the second part and the Transferee of the third part

WHEREAS

- 0.1 Words and expressions used herein have the meanings ascribed to them respectively in the Rentcharge Deed hereinafter defined
- 0.2 The following words and expressions used herein have the following meanings unless the context otherwise requires:-

"Transferee" means

of

estate rentcharges created by

the Rentcharge Deed

"Transferred. (b) means that one /or more/ of Premises" the Transferable Properties more particularly described in the First Schedule hereto "Rentcharge Deed" means the Rentcharge Deed and (c) Transfer dated the day of 1981 and made between the Commissioners (1) and the Amenity Company (2) by virtue of which the Amenity Company is registered at HM Land Registry as Proprietor with Absolute Title under Title Number of the

NOW THIS DEED WITNESSETH as follows:-

Transfer

IN consideration of the sum of) paid to the Commissioners on or before the execution hereof (the receipt whereof the Commissioners hereby acknowledge) and of the covenants on the part of the Transferee hereinafter contained the Commissioners HEREBY TRANSFER and the Amenity Company where appropriate as Beneficial Owner HEREBY GRANTS unto the Transferee the Transferred Premises TOGETHER WITH the easements rights

subject as therein mentioned EXCEPTING AND RESERVING as mentioned in the Third Schedule hereto SUBJECT TO the Nominal Rentcharge of One Pound and also to the Variable Rentcharge relating to the Transferred Premises as referred to and set out in the Fourth Schedule to the Rentcharge Deed and SUBJECT TO all powers and remedies for securing payment of the Estate Rentcharges contained in the Rentcharge Deed and SUBJECT TO and where applicable with the benefit of the documents and other matters mentioned in the Fourth Schedule hereto

Covenants by Freehold Owner

THE Transferee so as to bind the Transferred Premises into whosoever hands the same may come and for the benefit and protection of the Estate Rentcharges and each of them and of the Estate and of each and every part thereof

HEREBY COVENANTS with the Amenity Company that the Freehold

Owner from time to time of the Transferred Premises or any part thereof and each of them will at all times hereafter

- 2.1 pay the Estate Rentcharges secured on the Transferred Premises at the times and in the manner set out in the Rentcharge Deed
- 2.2 observe and perform all the covenants contained in the Fifth Schedule to the Rentcharge Deed insofar as they relate or apply to the Transferred Premises or the Freehold Owner thereof
- 2.3 observe and perform the rules and regulations set out in the Seventh Schedule to the Rentcharge Deed and all

additions and amendments thereto from time to time subsisting insofar as such rules and regulations relate or apply to the the General Gardens and Roadways

3. Commissioners' Covenant for Title

The Commissioners HEREBY COVENANT with the Transferee that they have not at any time heretofore done or knowingly suffered anything whereby or by reason whereof they are hindered from granting and transferring the Transferred Premises as and in manner aforesaid

4. Covenants by the Amenity Company

The Amenity Company HEREBY COVENANTS with the Transferee (for the benefit of the Freehold Owner from time to time of the Transferred Premises) that the Amenity Company will (subject to due payment by the Freehold Owner of the Estate Rentcharges secured on the Transferred Premises and compliance with the covenants contained in the Clause 2 hereof) comply with the covenants on its behalf contained in sub-clauses 2.1, 2.2, 2.3 and 2.4 of the Rentcharge Deed to provide and maintain Estate Services (subject as in Clause 7.2 thereof provided) and to enforce the covenants by other Freehold Owners at the request and cost of the Freehold Owner of the Transferred Premises in manner contained in Clause 3 of the Rentcharge Deed and in the event that the fee simple of any Transferable Property (not being or not being included in the Transferred Premises) shall vest in the Amenity Company by virtue of an exercise of the right of entry contained in Clause 7.1 of

of the Transfer of such Transferable Property not to
transfer such fee simple otherwise than by means of a
transfer in the form mutatis mutandis of the Transfer and
excepting and reserving out of such transfer rentcharges of
the same kind and to the same effect as the Estate
Rentcharges

- 5. Further Agreement and Declaration

 IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows
- 5.1 Liability of the Commissioners
 - 5.1.1 The Commissioners and the Amenity Company
 hereby respectively agree and confirm to the
 Transferee that the Estate Rentcharges in
 respect of the Transferred Premises are
 separate Estate Rentcharges affecting only
 the Transferred Premises and not other
 Transferable Properties and that the Estate
 Rentcharges in respect of such other
 Transferable Properties do not affect the
 Transferred Premises

Company and the Transferee hereby respectively confirm and admit

5.2 Liability of Freehold Owner

If a Free hold Owner shall transfer the freehold of the Transferred Premises to a person who shall execute a deed of covenant in the form of the Deed of Covenant the transferring Freehold Owner shall cease to be liable for any breach of covenant hereunder which shall take place after the execution by such person of such Deed of Covenant as aforesaid

5.3 Covenants by Joint Transferees

If this transfer is made to or the Transferred Premises shall hereafter vest in more than one person the expressions "Freehold Owner" and "Transferee" shall refer respectively to each and every one of such persons and the covenants by the Transferee herein contained shall be deemed to be made both jointly and severally by such persons

6. Entry of Restriction

THE parties hereto hereby apply to the Registrar to enter in the Proprietorship Register a restriction against the title of the Transferred Premises that except under an Order of the Registrar no transfer or assent by the proprietor of the land or his personal representative is to be registered unless accompanied by a certificate signed by a Director of the Amenity Company that such transfer or assent does not

contravene any of the provisions of this transfer or the Rentcharge Deed

7. Construction

The Clause headings in this transfer are for convenience only and shall not affect the construction thereof

8. Certificate of value

IT IS HEREBY CERTIFIED that the transaction hereby 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 pounds (£)

IN WITNESS etc

THE FIRST SCHEDULE above referred to

All that piece or parcel of land with the building erected thereon or on some part or parts thereof situate and known as No

in the City of Westminster

THE SECOND SCHEDULE above referred to

Easements rights and privileges included in the Transfer

1. The right of passage and running of air water and soil gas and electricity and telephone signals or impulses through the ventilators sewers drains pipes wires cables and conduits which are now or may at any time hereafter within the Perpetuity Period be situate in any part of the adjoining or adjacent property of the Commissioners and serving or capable of serving or being enjoyed by the Transferred Premises

- The right with servants workmen and others at all reasonable times on notice (or at any time without notice in case of emergency) to enter into and upon any part of the adjoining or adja:ent property of the Commissioners for the purpose of repairing cleansing maintaining or renewing any such ventilators sewers drains pipes wires cables and conduits as aforesaid
- 3. The right of entry onto the adjoining parts of the Estate at all reasonable times in the daytime upon giving previous written notice (or at any time without notice in case of emergency) for the purpose of carrying out repairs renewals decorations or cleansing of the Transferred Premises
- 4. The right of support (as at present enjoyed) for the Transferred Premises from all adjoining and neighbouring land and of support shelter and protection for the Transferred Premises from all parts of the Estate capable of providing the same
- 5. The benefit of the reservations and restrictions contained in the Rentcharge Deed and in the transfers by the Commissioners of other Transferable Properties so far as they relate to the Transferred Premises

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

There are excepted and reserved out of this Transfer to the Commissioners the Amenity Company other Freehold Owners of other Transferable Properties and all other persons

respectively authorised by the Commissioners the Amenity
Commany or such other Freehold Owners

- 1. The right to connect to and thereafter to use for the purpose of passage and running of air water and soil gas and electricity telephone signals or impulses through the ventilators sewers drains pipes wires cables and conduits which are now or may at any time hereafter within the Perpetuity Period be situate in the Transferred Premises and serving or capable of serving or being enjoyed by other parts of the Estate or any part of the adjoining or adjacent property of the Commissioners
- 2. The right with servants workmen and others at all reasonable times on notice (or at any time without notice in case of emergency) to enter into and upon the Transferred Premises for the purpose of repairing cleansing maintaining or renewing any such ventilators sewers drains pipes wires cables and conduits as aforesaid
- 3. The right of entry upon the Transferred Premises or any part thereof at all reasonable times in the daytime upon giving previous written notice (or at any time and without notice in case of emergency) for the purposes of carrying out repairs renewals decorations or cleansing of those parts of the Estate not otherwise accessible
- 4. The right of support shelter and protection from the Transferred Premises for those parts of the Estate enjoying or capable or enjoying the same

(THE COMMON SEAL of THE CEURCE COMMISSIONERS FOR ENGLAND was hereunto affixed in the presence of:-

(sd) D J DAY

Authenticating Officer

the copy of the original Nabanno Nathanson

Done Sm. April 1982

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E POHTYTLEMENT REGISTRY

SWIY ONR

LAND REGISTRATION ACTS 1925 to 1971



London Borough : City of Westminster

Title Number : NGL 399834

Property : 119 Sutherland Avenue Maida

Vale London W9

This SUPPLEMENTAL RENTCHARGE DEED is made this day of Open One thousand nine hundred and eighty—

BETWEEN THE CHURCH COMMISSIONERS FOR ENGLAND of 1 Millbank London SW1P 3JZ (hereinafter called "the Commissioners") of the first part SUTHERLAND SOUTH AMENITY LIMITED of 26 Clifton Road Maida Vale London W9 1SX (hereinafter called "the Amenity Company") of the second part and of 119 Sutherland Avenue Maida Vale London W9 (hereinafter called "the Owner") of the third part

W H R # F A S :-

This Deed is supplemental to a Rentcharge Deed and Transfer dated the Twenty-eighth day of August One thousand nine hundred and eighty one (hereinafter referred to as "the Rentcharge Deed") and made between the Commissioners of the one part and the Amenity Company of the other part a certified copy of which is annexed hereto

- 2. The Owner is the freeholder of that piece or parcel of land together with the dwellinghouse and other buildings erected thereon known as 119 Sutherland Avenue London W9 and registered with Title Number NGL 294450 shown edged red on the plan annexed hereto (hereinafter referred to as "the Property")
- 3. The Owner has requested that the Property be brought within the ambit of the Rentcharge Deed and the Commissioners and Amenity Company have agreed to this on the terms and conditions more particularly herein contained
- 4. The following words and expressions used herein have the following meanings unless the context otherwise requires:-
- (a) "Estate Properties"

means the Property and those
properties defined in the
Rentcharge Deed as Transferable Properties short
details whereof are set out
in the Schedule hereto
means a transferee from the
Commissioners of one / or more/

of the Transferable Properties

(b) "Freehold Owner"

and his successors in title and "Freehold Owners" has a corresponding meaning

- (c) "Deed of Covenant"
- means the Deed of Covenant the

 form whereof is set out in the

 Sixth Schedule to the Rentcharge.

Deed

(d) "Nominal Rentcharge"

has the meaning ascribed to that expression in sub-clause 2.1. of this Deed.

(e) "Variable
Rentcharge"

has the meaning ascribed to that expression in sub-clause 2.2.

of this Deed

(f) "Estate Rentcharges"

means the aggregate of the Nominal Rentcharge and

Variable Rentcharge secured on the Property

(g) "Transfer"

- means the Transfer of Part
 intended to be used on all
 transfers of Estate Properties the form whereof is set
 out in the Eighth Schedule
 to the Rentcharge Deed
- (h) "Property Owner"

means the Owner and his successors in title the owners from time to

Scale //z

time of the freehold of the Property

NOW THIS DEED WITNESSETH as follows :-

- The Amenity Company HEREBY COVENANTS with the Property Owner as follows :-
 - 1.1. that in consideration of (and subject to the
 payment of) the rentcharges herein created by
 the Owner in its favour:-
 - 1.1.1. it will at all times hereafter perform and observe the covenants on its part contained in Clause 2 of the Rentcharge Deed
 - 1.1.2. it will at the written request of the

 Property Owner or any mortgagee enforce

 by all means available to it the covenants

 entered into by Freehold Owners at the

 request and cost of the Property Owner in

 accordance with the provisions of Clause

 3 of the Rentcharge Deed
 - 1.2. in the event that the fee simple of any Estate

 Property (not being or not being included in
 the Property) shall vest in the Amenity Company

by virtue of an exercise of the right of entry contained in Clause 7.1. of the Rentcharge Deed or contained in any transfer in the form of the Transfer of such Estate Property not to transfer such fee simple otherwise than by means of a transfer in the form of mutatis mutandis of the Transfer and excepting and reserving out of such transfer rentcharges of the same kind and to the same effect as the Estate Rentcharges that provided that the Owner pays the share price of one pound it will on completion hand over to the Owner a share certificate for one share in the Amenity

2. IN consideration of the covenants on the part of the Amenity Company hereinbefore contained and in consideration of the premises the Owner EEREBY GRANTS unto the Amenity Company in fee simple

. 1.3.

Company

A perpetual yearly estate rentcharge of One Pound

(fl.00p.) (in this Deed referred to as the

"Nominal Rentcharge") for ever after issuing and

payable out of the Property and out of all other

the buildings and erections now standing or hereafter

erected upon the site of the Property to be paid in advance without deduction on the 25th day of December in every year and

- 2.2. A perpetual yearly estate rentcharge (in this Deed referred to as the "Variable Rentcharge") for ever after issuing and payable out of the Property and out of all other the buildings and erections now standing or hereafter erected upon the site of the Property of an amount equal to the percentage of General Amenity Expenditure shown against the address of the Property in Clause 6.2. hereof
- 3. THE Owner HEREBY CHARGES the Property with the payment to the Amenity Company of the Estate Rentcharges applicable thereto
- 4. THE Owner HEREBY COVENANTS with the Amenity Company:-

المتمرس

4.1. To subscribe for and become registered or procure his nominee or nominees to become registered as owner of one share in the Amenity Company and on completion of this Deed to pay to the Amenity Company the share price of One Pound (fl.00.)

- 2.2. To pay to the Amenity Company the Nominal Rentcharge in respect of the Property at the times
 and in manner aforesaid and also to pay the
 Variable Rentcharge in respect of the Property
 at the times and in manner provided for in Part
 I of the Fourth Schedule to the Rentcharge Deed
 - 4.3. That he has not at any time heretofore done or knowingly suffered anything whereby or by reason whereof he is hindered from creating the rent-charges in manner herein contained
 - in respect of such Property owner of the Property in respect of such Property and so that this covenant shall (so far as may be permissible by law) be for the benefit and protection of the Estate Rentcharges and each of them and of the General Gardens and each and every part thereof the Owner FURTHER COVENANTS with the Amenity

 Company to comply or procure compliance with the obligations set out in the Fifth Schedule to the Rentcharge Deed
- 5. IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows :-
 - 5.1. The provisos and declarations contained in Clause 7 of the Rentcharge Deed shall be incorporated

mutatis mutandis into this Deed

- 5.2. The Amenity Company hereby agrees and confirms to the Owner that the Estate Rentcharges in respect of the Property are separate Estate Rentcharges affecting only the Property and not other Estate Properties and that the Estate Rentcharges in respect of such other Estate Properties do not affect the Property
- 5.3. If the Property Owner shall transfer the freehold of the Property to a person who shall execute a deed of covenant in the form of the Deed of Covenant the transferring Property Owner shall cease to be liable for any breach of covenant hereunder which shall take place after the execution by such person of such Deed of Covenant as aforesaid
- 5.4. THE parties hereto hereby apply to the Registrar to enter in the Proprietorship Register a restriction against the title of the Property that except under an Order of the Registrar no transfer or assent by the proprietor of the land or his personal representative is to be registered

- 6. The Commissioners the Amenfty Company and the Owner HEREBY AGREE that the Rentcharge Deed should with effect from the date of execution of this Deed take effect and be construed subject to the following modifications:-
 - 6.1. In Clause 3 the references to "Transferable

 Property" and " Freehold Owner" shall be deemed

 to include the Property and the Property Owner

 respectively.
 - 6.2. The following shall be substituted for Part II of the Fourth Schedule to the Rentcharge Deed:

POSTAL ADDRESS:

GENERAL AMENITY EXPENDITURE:

% Contribution

3
7
3
3
3
3
3
3
3
3
3
3

IN WITNESS whereof the Commissioners and the Amenity
Company have hereunto set their Common Seals and the
Owner has set his hand and seal the day and year first
before written

THE SCHEDULE above referred to:

Address of Transferable Property

- 115 Sutherland Avenue
- 117 Sutherland Avenue
- 119 Sutherland Avenue
- 121 Sutherland Avenue
- 123 Sutherland Avenue
- 125 Sutherland Avenue
- 127 Sutherland Avenue
- 129 Sutherland Avenue
- 131 Sutherland Avenue
- 133 Sutherland Avenue
- 135 Sutherland Avenue
- 137 Sutherland Avenue