

DATED 8<sup>th</sup> December 1981

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THE CHURCH COMMISSIONERS FOR ENGLAND

and

UNWOODLY LIMITED

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RENTCHARGE DEED  
AND TRANSFER

relating to Formosa Amenity Area  
Maida Vale, London W9

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H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

London Borough	:	City of Westminster
Title Number	:	LN 133351
Property	:	2a, 2 and 6 to 14 (even numbers) and 18 to 30 (even numbers) Castellain Road, 139 to 143 (odd numbers), 147, 149 and 153 to 193 (odd numbers) Sutherland Avenue, The Colonnade Hotel (formerly Warrington Lodge) and 2 to 62 (even numbers) Warrington Crescent, 1, 3, 5, The Prince Alfred (Public House) and 2 to 18 (even numbers) Formosa Street, Maida Vale

THIS RENTCHARGE DEED AND TRANSFER is made the Eighth day of  
December One thousand nine hundred and eighty one BETWEEN 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 UNWOODLY LIMITED (Company registration number 1556704) to be known as FORMOSA AMENITY LIMITED or its successors in title the registered proprietor for the time being at HM Land Registry of the Estate Rentcharges hereinafter 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 Properties” means the 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 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 to that expression in sub-clause 4.1 hereof and the expression “Nominal Rentcharges” has a corresponding meaning “Nominal Rentcharge” has the meaning ascribed 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
- 0.1.14 “Gardens Expenditure” means the costs expenses and outgoings incurred by the Amenity Company in the performance of the covenants on its part contained in sub-clause 2.4 hereof

- 0.1.15 “General Amenity Expenditure” 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 not being Gardens Expenditure and includes
- 0.1.15.1 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
  - 0.1.15.2 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
  - 0.1.15.3 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 surveyors and accountants
- 0.1.16 “Estate Expenditure” means the aggregate of the heads of expenditure hereinbefore defined that is to say Gardens Expenditure and General Amenity Expenditure and is further defined in Paragraph 6 of the Fourth Schedule hereto and includes the recovery of Value Added Tax incurred or chargeable under any head of expenditure
- 0.1.17 “Transfer” 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
- 0.1.18 “Perpetuity Period” 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)

0.1.19 "Planning Acts" 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:-

1. Transfer

IN PURSUANCE of the said agreements and in consideration of the covenants on the part of the Amenity Company hereinafter contained the Commissioners HEREBY 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 professional 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 Services

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 or 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. Creation of Estate Rentcharges (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) (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 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 Eighty pounds (£80) to be paid in advance without deduction on the 25<sup>th</sup> 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 aggregate of the several percentages of General Amenity Expenditure and Gardens Expenditure respectively 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 or 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 of the Commissioners 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

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

1. A right of way with or without vehicles at all times and for all purposes over the land coloured brown on the Estate Plan for the Amenity Company their servants workmen and all others authorised by them for the purpose of obtaining access to and egress from the General Gardens
2. 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 situated 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 of parts thereof
3. 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

4. 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
5. 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 for 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 go pass and repass with or without motor cars and other vehicles at all times by day and night and for all purposes over and along the Roadways 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
  5. 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 aforesaid
  6. The right of support and cover for the Transferable 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

<u>Column 1</u>	<u>Column 2</u>
<u>Address of Transferable Property</u>	<u>Number of Shares in Amenity Company</u>
The Colonnade Hotel	2
1 Formosa Street	1
3 Formosa Street	1
5 Formosa Street	1
5a The Prince Albert (Public House)	1
2 Formosa Street	1
4 Formosa Street	1
6 Formosa Street	1
8 Formosa Street	1
10 Formosa Street	1
12 Formosa Street	1
14 Formosa Street	1
16 Formosa Street	1
18 Formosa Street	1
2a Castellain Road	1
2 Castellain Road	1
6 Castellain Road	1

8 Castellain Road	1
10 Castellain Road	1
12 Castellain Road	1
14 Castellain Road	1
18 Castellain Road	1
20 Castellain Road	1
22 Castellain Road	1
24 Castellain Road	1
26 Castellain Road	1
28 Castellain Road	1
30 Castellain Road	1
139 Sutherland Avenue	1
141 Sutherland Avenue	1
143 Sutherland Avenue	1
147 Sutherland Avenue	1
149 Sutherland Avenue	1
153 Sutherland Avenue	1
155 Sutherland Avenue	1
157 Sutherland Avenue	1
159 Sutherland Avenue	1
161 Sutherland Avenue	1
163 Sutherland Avenue	1
165 Sutherland Avenue	1
167 Sutherland Avenue	1
169 Sutherland Avenue	1
171 Sutherland Avenue	1
173 Sutherland Avenue	1
175 and 177 Sutherland Avenue	2
179 Sutherland Avenue	1
181 Sutherland Avenue	1
183 Sutherland Avenue	1
185 Sutherland Avenue	1
187 Sutherland Avenue	1
189 Sutherland Avenue	1
191 Sutherland Avenue	1
193 Sutherland Avenue	1
4 Warrington Crescent	1
6 Warrington Crescent	1

8 Warrington Crescent	1
10 Warrington Crescent	1
12 Warrington Crescent	1
14 Warrington Crescent	1
16 Warrington Crescent	1
18 and 20 Warrington Crescent	2
22 Warrington Crescent	1
24 Warrington Crescent	1
26 and 28 Warrington Crescent	2
30 Warrington Crescent	1
32 Warrington Crescent	1
34 and 36 Warrington Crescent	2
38 Warrington Crescent	1
40 Warrington Crescent	1
42 Warrington Crescent	1
44 Warrington Crescent	1
46 Warrington Crescent	1
48 Warrington Crescent	1
50 Warrington Crescent	1
52 Warrington Crescent	1
54 Warrington Crescent	1
56 Warrington Crescent	1
58 Warrington Crescent	1
60 Warrington Crescent	1
62 Warrington Crescent	1

THE FOURTH SCHEDULE above referred to

The Variable Rentcharge

Part I

1. The Variable Rentcharge payable in respect of each Transferable Property shall be quantified as the aggregate of the several percentages shown in Part II of this Schedule against the postal address of the relevant Transferable Property in respect of the heads of Estate Expenditure that is to say General Amenity Expenditure and Gardens Expenditure subject to the following terms and provisions:-

2. Definitions
  - 2.1 “Financial Year” means in relation to Estate Expenditure the period from the Thirtieth day of April in each year to the Thirtieth day of April 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
  - 2.2 “Relevant Financial Year” in relation to the determination of the Variable Rentcharge means the financial year for which the amount of the Variable Rentcharge is being determined
  - 2.3 “Accountant” 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 or State for the purposes of Section 161(1)(a) of the Companies Act 1948
  - 2.4 “Certificate” means a written statement certified by the 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
4. 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 the Estate 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)
6. The expression “Estate Expenditure” as hereinbefore in Claus 0.1.16 defined and used shall be deemed to include not only Estate 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 Estate 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 Estate 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
8. As soon as practicable after the signature of the Certificate the Amenity Company shall furnish to each Freehold Owner and 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 been overpaid by the Freehold Owner by way of interim payment as the case may require
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 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 Freehold 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 Estate Expenditure the Amenity Company shall hold those monies on trust to expend them in subsequent Financial Years on Estate 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 part only of the Estate or for part only of a Financial Year 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

<u>Part II</u>		
<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<u>Address</u>	General Amenity <u>Expenditure</u> % Contribution	Gardens <u>Expenditure</u> % Contribution
The Colonnade Hotel	2.3558	Nil
1 Formosa Street	1.1764	Nil
3 Formosa Street	1.1764	Nil
5 Formosa Street	1.1764	Nil
5a The Prince Albert (Public House)	1.1779	Nil
2 Formosa Street	1.1764	Nil
4 Formosa Street	1.1764	Nil
6 Formosa Street	1.1764	Nil

8 Formosa Street	1.1764	Nil
10 Formosa Street	1.1764	Nil
12 Formosa Street	1.1764	Nil
14 Formosa Street	1.1764	Nil
16 Formosa Street	1.1764	Nil
18 Formosa Street	1.1764	Nil
2a Castellain Road	1.1779	Nil
2 Castellain Road	1.1764	1.4492
6 Castellain Road	1.1764	1.4492
8 Castellain Road	1.1764	1.4492
10 Castellain Road	1.1764	1.4492
12 Castellain Road	1.1764	1.4492
14 Castellain Road	1.1764	1.4492
18 Castellain Road	1.1764	1.4492
20 Castellain Road	1.1764	1.4492
22 Castellain Road	1.1764	1.4492
24 Castellain Road	1.1764	1.4492
26 Castellain Road	1.1764	1.4492
28 Castellain Road	1.1764	1.4492
30 Castellain Road	1.1764	1.4492
139 Sutherland Avenue	1.1764	1.4492
141 Sutherland Avenue	1.1764	1.4492
143 Sutherland Avenue	1.1764	1.4492
147 Sutherland Avenue	1.1764	1.4492
149 Sutherland Avenue	1.1764	1.4492
153 Sutherland Avenue	1.1764	1.4492
155 Sutherland Avenue	1.1764	1.4492
157 Sutherland Avenue	1.1764	1.4492
159 Sutherland Avenue	1.1764	1.4492
161 Sutherland Avenue	1.1764	1.4492
163 Sutherland Avenue	1.1764	1.4492
165 Sutherland Avenue	1.1764	1.4492
167 Sutherland Avenue	1.1764	1.4492
169 Sutherland Avenue	1.1764	1.4492
171 Sutherland Avenue	1.1764	1.4492
173 Sutherland Avenue	1.1764	1.4492
175 and 177 Sutherland Avenue	2.3528	2.8984

179 Sutherland Avenue	1.1764	1.4492
181 Sutherland Avenue	1.1764	1.4492
183 Sutherland Avenue	1.1764	1.4492
185 Sutherland Avenue	1.1764	1.4492
187 Sutherland Avenue	1.1764	1.4492
189 Sutherland Avenue	1.1764	1.4492
191 Sutherland Avenue	1.1764	1.4492
193 Sutherland Avenue	1.1764	1.4492
4 Warrington Crescent	1.1764	1.4495
6 Warrington Crescent	1.1764	1.4495
8 Warrington Crescent	1.1764	1.4495
10 Warrington Crescent	1.1764	1.4495
12 Warrington Crescent	1.1764	1.4495
14 Warrington Crescent	1.1764	1.4495
16 Warrington Crescent	1.1764	1.4495
18 and 20 Warrington Crescent	2.3528	2.899
22 Warrington Crescent	1.1764	1.4495
24 Warrington Crescent	1.1764	1.4495
26 and 28 Warrington Crescent	2.3528	2.899
30 Warrington Crescent	1.1764	1.4495
32 Warrington Crescent	1.1764	1.4495
34 and 36 Warrington Crescent	2.3528	2.899
38 Warrington Crescent	1.1764	1.4492
40 Warrington Crescent	1.1764	1.4492
42 Warrington Crescent	1.1764	1.4492
44 Warrington Crescent	1.1764	1.4492
46 Warrington Crescent	1.1764	1.4492
48 Warrington Crescent	1.1764	1.4492
50 Warrington Crescent	1.1764	1.4492
52 Warrington Crescent	1.1764	1.4492
54 Warrington Crescent	1.1764	1.4492
56 Warrington Crescent	1.1764	1.4492
58 Warrington Crescent	1.1764	1.4492
60 Warrington Crescent	1.1764	1.4493
62 Warrington Crescent	1.1764	1.4492

## THE FIFTH SCHEDULE

### 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 cone 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. Insurance and Reinstatement
  - 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 perils 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

3. 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

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. Costs of Notices

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

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

11.1 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 or 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

12.1.2 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

12.1.3 carrying out any development not requiring planning permission

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 provisions 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

THIS DEED OF COVENANT is made the \_\_\_\_\_ day of

One thousand nine hundred and

BETWEEN \_\_\_\_\_

of

(hereinafter called "the

Purchaser") of the one part and FORMOSA AMENITY LIMITED (Company registration Number 1556704) 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 \_\_\_\_\_ One thousand nine hundred and eighty one 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
- (hereinafter called "the Relevant Transferable Property") dated the                      day of                      One thousand nine hundred and
- (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 Rentcharges 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)

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

5. No 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 :  
Property :

#### TRANSFER OF PART

THIS TRANSFER is made the \_\_\_\_\_ day of

One thousand nine hundred and eighty

BETWEEN the Commissioners of the first part and 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:-
- (a) "Transferee" means  
of  
and
- (b) "Transferred Premises" means that one [or more] of the Transferable Properties more particularly described in the First Schedule hereto
- (c) "Rentcharge Deed" means the Rentcharge Deed and Transfer dated the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and eighty one 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 estate rentcharges created by the Rentcharge Deed

NOW THIS DEED WITNESSETH as follows:-

1. Transfer

IN consideration of the sum of  
pounds (£ ) 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 and privileges mentioned in the Second Schedule hereto subject as therein mentioned EXCEPTING AND RESERVING as mentioned in the Third Schedule 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

2. 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 General Gardens

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 the Rentcharge Deed or contained in any transfer in the form 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

5.1.2 All and any liability of the Commissioners so far as it relates to the Transferred Premises whether arising out of the Rentcharge Deed [any lease thereof] or otherwise shall absolutely cease and determine upon the execution of this transfer as the Amenity Company and the Transferee hereby respectively confirm and admit

5.2 Liability of Freehold Owner

If a Freehold 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 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 buildings 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
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 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 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 Company 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 of enjoying the same

THE FOURTH SCHEDULE above referred to  
Other matters to which this Transfer  
is subject

(End of form of Transfer of Part)

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

Authenticating Officer