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DATED 2nd December **2015**

SINCLAIR GARDENS INVESTMENTS (KENSINGTON) LIMITED

to

CHARMAINE DOUGHERTY

DEED OF VARIATION

relating to

**Flat 12
Langham Court
Station Approach
South Ruislip
Middex
HA4 6RX**

LAND REGISTRY

Land Registration Act 2002

COUNTY AND DISTRICT : London Borough of Hillingdon

TITLE NUMBERS : MX 334541 (freehold) and
MX 353273 (leasehold)

PROPERTY : Flat 12
Langham Court
Station Approach
South Ruislip
Middlesex HA4 6RX

DATE

2nd December

2015

THIS DEED OF VARIATION is made **BETWEEN:**

- (1) “the Lessor” namely **SINCLAIR GARDENS INVESTMENTS (KENSINGTON) LIMITED**
(Company Registration Number 771453) whose registered office is at Regis House Regis
Business Centre Durban Road Bognor Regis West Sussex PO22 9QT
- (2) “the Lessee” namely **CHARMAINE DOUGHERTY** of Flat 12 Langham Court Station
Approach South Ruislip Middlesex HA4 6RX

WHEREAS:-

A **THIS** Deed is supplemental to a Lease (“the Lease) made the 8th day of December 1957 between
DAVIS CONTRACTORS LIMITED (1) and **HENRY HAVELOCK GREEN & MARGARET ANN GREEN** (2) whereby the property known as Flat 12 Langham Court
Station Approach South Ruislip Middlesex HA4 6RX (“the Demised Premises”) were demised
to the said Henry Havelock Green & Margaret Ann Green for the term of 99 years from the 25th
day of March 1957 at the yearly rent thereby reserved (“the Initial Rent”) and subject to the
covenants and conditions set out therein

- B.** The residue of the term granted by the Lease is now vested in the Lessee
- C.** The reversion expectant upon the expiry of the Lease is now vested in the Lessor
- D.** The Lessee has requested the Lessor to vary the Lease in the manner hereinafter appearing and the Lessor has agreed so to do (as it is in any event required to do pursuant to the provisions of the Leasehold Reform Housing and Urban Development Act 1993 as amended (“the Act”) had the Lessee made an application under the Act but this Variation is not made pursuant to the Act)

NOW THIS DEED WITNESSETH as follows:-

- 1.** **IN** consideration of the sum of **SIXTY TWO THOUSAND FIVE HUNDRED & THIRTY NINE POUNDS** (£62,539) paid by the Lessee to the Lessor (the receipt of which the Lessor hereby acknowledges) the Lease shall be varied in the following manner:-
- 1.1** The terms of the Lease shall be extended so as to be a term which will end on the 24th day of March 2146
- 1.2** The Initial Rent reserved in Clause 1 of the Lease shall be varied so that the wording as to the rent reserved shall be:-
“**YIELDING AND PAYING THEREFOR** throughout the term to the Lessor an annual rent of one peppercorn payable (if demanded) on each anniversary of the date of this Lease.”
- 1.3.** The covenants on the Lessee’s part contained in Clause 2. of the Lease shall be varied extended and modified as follows:-
- (i)** So that sub-clause (1) shall read:
“To pay to the Lessor during the term the rents hereby reserved at the times and in the manner aforesaid without any legal or equitable set off or other deduction whatsoever and to pay all sums of whatsoever nature assessed and charges at any time upon the demised premises or upon the Lessor or Lessee in respect thereof”
- (ii)** By the addition of the following sub clauses:-
“(22) In the event that the Lessee shall fail to pay any sums due under this Lease within a period of thirty days from the date of becoming due then interest shall be

payable by the Lessee to the Lessor on those sums in arrears in addition thereto at the rate of 4% per centum per annum above the base rate of National Westminster Bank plc such sum being payable from the date the payment became due until actual payment in full

- (23) Wherever in this Lease or any Licence or Consent granted hereunder provision is made for the Lessee to pay any sum (including without prejudice to the generality of the foregoing rents reasonable and proper legal costs registration fees Surveyors and other professional fees charges and expenses) on which Value Added Tax is payable or shall become payable the Lessee shall pay in addition to such sum Value Added Tax thereon at the rate appropriate at the time of supply”

1.4 The covenants on the Lessor’s part contained in Clause 5. of the Lease shall be varied extended and modified by the addition of the following sub-clause:

- “(4) The Lessor shall not be personally liable under any of the covenants on its part herein contained otherwise than in respect of breaches for which it is responsible”

1.5 By the addition of the following sub-clause in Clause 6:-

- “(a) No long lease created immediately or derivatively by way of sub-demise under the term hereby granted shall confer on the sub-tenant as against the Lessor any right under the Act to acquire a new lease”
- (b) the Lessor may:-
- (i) at any time during the period of twelve months ending with the original term date of the Lease or
 - (ii) at any time during the period of five years ending on the term date as now varied apply to the Court for an order for possession of the premises on the ground that for the purpose of redevelopment it intends to demolish or reconstruct or carry out substantial works of construction on the whole or substantial part of the building and that it could not reasonably do so without obtaining possession of the premises and the provisions of Section 61 and Schedule 14 of the Act shall apply accordingly to this Lease”

2. **SAVE** as hereby modified the Lessor and Lessee hereby mutually covenant and agree that the Lease shall remain in full force and effect upon the same terms and subject to the same covenants

conditions provisions and stipulations and with the same easements rights and privileges granted by the Lease and to the easements rights and privileges excepted and reserved in all respects therein mentioned and this Variation shall be read and construed as if such covenants conditions provisions and stipulations are herein set forth verbatim with such modifications only as are necessary to make the same applicable to this present demise instead of the demise created by the Lease.

3. THE Lessor and the Lessee hereby consent to the noting of this Deed against their respective titles by way of an agreed notice and jointly apply to the Chief Land Registrar to make the necessary entries on the Register of Title Numbers MX 334541 and MX 353273 in order to give effect to the terms of this Deed

IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first before written

EXECUTED as a Deed by
CHARMAINE DOUGHERTY
in the presence of:-



Signed: Robert Kane .


Witness: Retired Security Guard .

Address: 11 TIPTREE ROAD
SOUTH RUISLIP
M100X.
HA40EW .

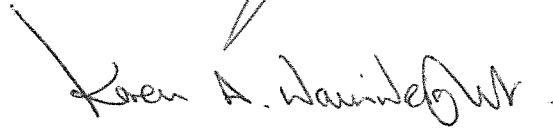
EXECUTED as a Deed by SINCLAIR GARDENS INVESTMENTS)

(KENSINGTON) LIMITED acting by a Director and the Secretary or)

by two Directors



Director



Secretary