

**HM Land Registry**

**Covenantor's title number: SGL415929**

**THIS DEED is dated** *9<sup>th</sup> November 2022*

**AGREED TERMS**

**1. INTERPRETATION**

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

**1.1 Definitions:**

- |                        |  |
|------------------------|--|
| <b>Covenantor</b>      | Lynden Gate Residents Limited incorporated and registered in England and Wales with company number 1733086 whose registered office is at Albany House, Claremont Lane, Esher, Surrey, KT10 9FQ |
| <b>Properties</b>      | means the properties affected by the Rentcharges and which are referred to in the Schedule of rentcharges on title number SGL415929 and Property shall mean any one of those Properties        |
| <b>Property Owners</b> | means the person or persons registered at HM Land Registry as the registered proprietor of each of the Properties and Property Owner shall mean one of those Property Owners                   |
| <b>Rentcharges</b>     | means the several rentcharges referred to in the Schedule of rentcharges on title number SGL415929   |

**1.2** Clause headings shall not affect the interpretation of this Deed.

**1.3** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**1.4** Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this Deed, the definitions and interpretations in the Rentcharges shall apply to this Deed.

**2. COVENANT**

**2.1** The Covenantor covenants with each of the Property Owners that prior to exercising any of their enforcement rights pursuant to section 121(3) and 121(4) of the Law of Property Act 1925 the Covenantor shall give at least 21 days written notice of their intention to do so together with written notice of the arrears to the Property Owner who is in arrears or their successors in title for the time being of the Property and any mortgagee of the Property whose interest has been notified to the Covenantor in writing or is registered as a legal charge at HM Land Registry against the Property Owner's title but this is without prejudice to any other rights and remedies that the Covenantor may have in respect of non-payment of the Rentcharges by the Property Owners.

**2.2** It is agreed that the written notice at clause 2.1 shall be sent to the Property Owner at their Property and to the mortgagee, if any, at the address noted on the Official Copy Entries of the Property registered at HM Land Registry.

**3. THIRD PARTY RIGHTS**

This Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**4. GOVERNING LAW**

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Executed as a deed by **LYNDEN GATE RESIDENTS LIMITED** acting by a director in the presence of:



Signature of director

Signature of witness John P. Boardman

Name of witness (in CAPITAL LETTERS) JOHN PHILIP BOARDMAN

Address of witness SUNNY COTTAGE, THE THATCHWAY RUSTINGTON BN16 2BN.