

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12884291**

The Registrar of Companies for England and Wales, hereby certifies that

**89-95 ABOYNE ROAD PROPERTY MANAGEMENT COMPANY LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **16th September 2020**



\* N12884291M \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **15/09/2020**

**X9DNNVDT**

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<i>Company Name in full:</i>	<b>89-95 ABOYNE ROAD PROPERTY MANAGEMENT COMPANY LIMITED</b>
<i>Company Type:</i>	<b>Private company limited by guarantee</b>
<i>Situation of Registered Office:</i>	<b>England and Wales</b>
<i>Proposed Registered Office Address:</i>	<b>89 ABOYNE ROAD LONDON ENGLAND NW10 0EY</b>
<i>Sic Codes:</i>	<b>98000</b>

## ***Proposed Officers***

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### ***Company Director***      ***1***

***Type:***                      **Person**

***Full Forename(s):***        **MISS MICHELLE THERESA**

***Surname:***                **REILLY**

***Former Names:***

***Service Address:***        **recorded as Company's registered office**

***Country/State Usually***    **ENGLAND**

***Resident:***

***Date of Birth:***    **\*\*/07/1976**                      ***Nationality:***    **BRITISH**

***Occupation:***    **ADMINISTRATOR**

***The subscribers confirm that the person named has consented to act as a director.***

## ***Company Director***      **2**

***Type:***                      **Person**

***Full Forename(s):***        **MRS CARLA**

***Surname:***                **ALMEIDA**

***Former Names:***

***Service Address:***        **91 ABOYNE ROAD  
LONDON  
ENGLAND NW10 0EY**

***Country/State Usually  
Resident:***                **ENGLAND**

***Date of Birth:***    **\*\*/06/1972**                      ***Nationality:***    **PORTUGUESE**

***Occupation:***    **FARMER**

***The subscribers confirm that the person named has consented to act as a director.***

***Company Director***      **3**

Type:	Person		
Full Forename(s):	MRS HELENA LIVARA		
Surname:	DONATO		
Former Names:			
Service Address:	93 ABOYNE ROAD LONDON ENGLAND NW10 0EY		
Country/State Usually Resident:	ENGLAND		
Date of Birth:	**/01/1953	Nationality:	
Occupation:	RETIRED		

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

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### **Statement of no PSC**

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**The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company**

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## ***Statement of Guarantee***

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

*Name:* **MICHELLE REILLY**

*Address* **89 ABOYNE ROAD  
LONDON  
ENGLAND  
NW10 0EY**

*Amount Guaranteed* **1**

*Name:* **CARLA ALMEIDA**

*Address* **91 ABOYNE ROAD  
LONDON  
ENGLAND  
NW10 0EY**

*Amount Guaranteed* **1**

*Name:* **HELENA DONATO**

*Address* **93 ABOYNE ROAD  
LONDON  
ENGLAND  
NW10 0EY**

*Amount Guaranteed* **1**

## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*Name:* **MICHELLE REILLY**

*Authenticated* **YES**

*Name:* **CARLA ALMEIDA**

*Authenticated* **YES**

*Name:* **HELENA DONATO**

*Authenticated* **YES**

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## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

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# **COMPANY NOT HAVING A SHARE CAPITAL**

## **Memorandum of Association of**

### **89-95 ABOYNE ROAD PROPERTY MANAGEMENT COMPANY LIMITED**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

<b>Name of each subscriber</b>	<b>Authentication</b>
MICHELLE REILLY	Authenticated Electronically
CARLA ALMEIDA	Authenticated Electronically
HELENA DONATO	Authenticated Electronically

Dated: 15/09/2020

**PARTICIPATION AGREEMENT**

**between**

**89- 95 Aboyne Road Property Management Company Limited**

**and**

**Michelle Theresa Reilly; Antonio Miguel Fernandes; Carla Isabel Almeida;  
Loreto Aquino Donato; and Helena Livara Donato**

**Gattas Denfield Solicitors  
The White House  
301A Kingsbury Road  
Kingsbury  
London  
NW9 9PE  
Tel : 0208 204 7181**

## PARTICIPATION AGREEMENT

THIS AGREEMENT is made

2020

BETWEEN:

1. 89-95 Aboyne Road Property Management Company Limited ('the Company'), and
2. each of the tenants named in the First Schedule hereto, each of whom is hereinafter referred to as a 'Tenant' and all of whom are hereinafter referred to collectively as 'the Tenants'.

INTERPRETATION:

In this Agreement:

1. 'the Legislation' means Chapters I and VII of Part I together with Part IV of the Leasehold Reform, Housing and Urban Development Act 1993 (as amended by the Commonhold and Leasehold Reform Act 2002) together with the schedules thereto.
2. 'the Regulations' means The Leasehold Reform (Collective Enfranchisement and Lease Renewal) Regulations 1993 (S.I. 1993 No. 2407)
3.
  1. 'enfranchisement' means the acquisition of such interests together with the grant of such rights as are specified in sections 1 and 2 of the Legislation.
  2. 'exercising the right to enfranchise' or such similar expression as may be appropriate means the observance of the procedure laid down by the Legislation and by the Regulations within the time limits imposed thereby in order to achieve enfranchisement.
  3. 'the claim' means the claim to achieve enfranchisement made in the Initial Notice to be served pursuant hereto.
  4. 'the participating flat' in relation to each Tenant means the flat specified in the First Schedule hereto as being a flat in respect of which he is participating in the claim.
  5. 'his proportion' in relation to each Tenant means the proportion specified as his proportion in the First Schedule hereto.
4. The following terms have the meanings conferred on them by the Legislation and the Regulations: qualifying tenant, reversioner, relevant landlord, and Initial Notice.
5. Where the context so requires words importing the masculine gender include the feminine gender or the neuter.
6. Where the context so requires words importing the singular include the plural.
7. Where a Tenant consists of two or more persons, any covenant made hereunder by a Tenant shall be deemed to be made by such persons jointly and severally.

WHEREAS:

1. The Company has been created by the Tenants in order to exercise the right to enfranchise and to achieve enfranchisement on behalf of its members for the time being participating in the claim in respect of the premises known as 89-95 Aboyne Road London NW10 0EY ('the premises').
2. Each member of the Company is a Tenant.

IT IS HEREBY AGREED AS FOLLOWS:

1. Each and every Tenant warrants to every other party hereto (and to each tenant members of the Company) that on the date on which the initial notice is to be served pursuant hereto:
  1. he will be a qualifying tenant of the participating flat.
  2. he will be entitled to participate in the claim in respect of the participating flat and he is not aware of any reason why he may be prohibited from so participating.
2. Each and every Tenant agrees with every other party hereto (and with each tenant member of the Company) as follows:
  1. He will not cause or permit to be done any act or thing which will or may result in his being prohibited from participating in the claim in respect of the participating flat or which will or may result in the initial notice to be served pursuant hereto being or becoming invalid or which will or may prevent enfranchisement pursuant to the claim, including but without prejudice to the generality of the foregoing, he will not sign, prior to the service of the initial notice (a draft copy of which is annexed hereto and all necessary copies thereof) any other initial notice in respect of the whole or part of the premises.
  2. He will provide to the Company or its duly appointed agent within seven days of any demand by the same any documents necessary to deduce his title to the participating flat.
  3. He will comply with the obligations imposed on him by the Legislation and the Regulations in relation to the claim.
  4. He will not direct any enquiries in relation to the claim, the exercise of the right to enfranchise pursuant thereto or compliance with any of the obligations contained herein to any of the advisers at any time instructed by the Company in relation to the same.
  5. The Tenant will use best endeavours prior to the assignment of the flat during the course of the claim to obtain:
    1. a direct covenant by the assignee thereof with the Company and all the tenants for the time being participating in the claim to be bound on the said assignment by the Tenant's covenants contained herein in place of the Tenant; and
    2. the binding agreement of the assignee thereof to notify the Company within 14 days of such assignment that such assignment has taken place and that he is electing to participate in the claim; and

3. the binding agreement of the assignee thereof to become a member of the Company.
6. Each and every Tenant further agrees with every other party hereto and with each tenant members of the Company as follows:
  1. In the event that enfranchisement pursuant to the claim is to be by completion following the making of a binding contract between the Company and the reversioner:
    1. He will pay to the Company or its duly appointed agent his proportion of the deposit payable by the Company on, or prior to, exchange of contracts between the Company and the reversioner pursuant to the exercise of the right to enfranchise, such sum to be paid within 7 days of the date of the request.
    2. He will pay to the Company or its duly appointed agent (after deduction of the amount paid by him under the last preceding sub-clause):
      1. all outstanding rent and service charge arrears and any other sums due under or in respect of the lease or leases of the participating flat (or any agreements collateral thereto) in respect of which a vendor's lien would otherwise exist following enfranchisement, such sum to be paid 7 days of the date of the request.
      2. his proportion of all other sums for which the Company is or may be liable by virtue of the Legislation or the Regulations in relation to the claim and of all sums in respect of which a vendor's lien would otherwise exist following enfranchisement, such sum to be paid 7 days of the date of the request.
    3. He will pay to the Company or its duly appointed agent on demand by the same his proportion of all other sums which the Company reasonably has incurred or will incur in relation to the claim, exercising the right to enfranchise in relation thereto, enfranchisement pursuant to the claim, and complying with its obligations hereunder, including, but without prejudice to the generality of the foregoing, legal and valuation fees.
  2. In the event that enfranchisement pursuant to the claim is to be by virtue of a vesting order from the court he will pay to the Company or to its duly appointed agent such sums as are specified in sub-paragraphs (b) and (c) of sub-paragraph (1) hereof, within 7 days of the date of the request.
  3. In the event that enfranchisement pursuant to the claim cannot be achieved in circumstances where there is no default by the Company in complying with its obligations hereunder or under the Legislation or Regulations but due to act or omission by any tenant or tenants who have or has participated or are for the time being participating in the claim or any

default by the same in complying with obligations under the Legislation or the Regulations or hereunder, he will pay to the Company or its duly appointed agent such sums as are specified in sub paragraphs (b)(ii) and (c) of sub-paragraph (1) hereof, within 7 days of the date of the request.

4. In the event that the Initial Notice served pursuant hereto is withdrawn (whether deemed or otherwise) in circumstances where a joint and several liability for costs incurred by the reversioner or by any other relevant landlord in relation to the claim is imposed by the Legislation or by the Regulations on the members of the Company, he will pay his proportion of such costs to the reversioner or other relevant landlord in accordance with such obligation.
5. He will pay to the Company or its duly appointed agent on demand by the same the premium in respect of the life cover which the Company effects upon his life in accordance with the Company's obligation so to do hereunder.
6. Upon enfranchisement he will surrender the lease or leases held by him (and obtain the consent of any mortgagee in respect of the same to such surrender), details of which are set out in the Second Schedule hereto, and he will accept and execute the grant of a new counterpart lease or leases in the form of the draft copy or copies which is or are annexed hereto.
7. The Company agrees with every other party hereto (and with each member of the Company) as follows:
  1. To prepare and to serve on within 14 days of the date of this Agreement an Initial Notice (and requisite accompanying plan) in the form of the draft copy annexed hereto on the reversioner and a copy thereof on each of the relevant landlords.
  2. To register with due diligence the said Initial Notice as an estate contract under the Land Charges Act 1972 or to protect it by unilateral notice under the Land Registration Act 2002, as appropriate.
  3. To comply with all obligations imposed by the Legislation and the Regulations on the Company (including, but without prejudice to the generality of the foregoing, the duty of disclosure imposed by section 18 of the Legislation), and to exercise the right to enfranchise in relation to the claim with due diligence in order to achieve enfranchisement.
  4. To effect appropriate and adequate life cover upon the life of each Tenant to take effect from the date the Initial Notice is served pursuant hereto (and to effect such cover to take effect when appropriate upon the life of any other tenant who is for the time being participating in the claim).
  5. That it has instructed Gattas Denfield Solicitors of The White House 301a Kingsbury Road Kingsbury London NW9 9PE and Graham Pack Associates of CP House Otterspool Way Watford Hertfordshire WD25 8HR to advise the Company upon and provide all necessary assistance in relation to the claim and the exercise of the right to enfranchise pursuant thereto and

enfranchisement pursuant thereto and in relation to compliance by the Company with its obligations hereunder, and it will not terminate such instructions or instruct any replacement advisers without the authorisation of a simple majority of the Tenants.

6. To ensure that each tenant for the time being participating in the claim is kept reasonably informed of all matters relevant to the claim, the exercise of the right to enfranchise in relation thereto, enfranchisement pursuant thereto and compliance by the Company with its obligations hereunder, including, but without prejudice to the generality of the foregoing, any proposals for settlement in relation to the claim made by the reversioner or by its duly authorised agent.
  7. To take all reasonable steps to negotiate with the reversioner or such agent and to reach a settlement in relation to the claim in accordance with the decision of a simple majority of the Tenants as to what proposals for settlement should be made to the reversioner or such agent and as to whether any proposals for settlement made by the reversioner or such agent should be accepted.
  8. To act in accordance with the decision of a simple majority of the Tenants as to whether any orders or determinations of the Court or of the First-tier Tribunal (Property Chamber) or of any other relevant forum made in connection with the claim should be appealed or whether any appeal in respect of the same should be resisted.
  9. Upon enfranchisement to accept the surrender of the leases details of which are set out in the Second Schedule hereto and to grant to each tenant for the time being participating in the claim a new lease or leases and to execute the originals of the same, draft copies of which are annexed hereto.
8. This agreement does not constitute a partnership agreement.

#### FIRST SCHEDULE

Michelle Theresa Reilly of 89 Aboyne Road London NW10 0EY (32.58%)

Antonio Miguel Fernandes and Carla Isabel Almeida of 91 Aboyne Road London NW10 0EY (33.71%)

Loreto Aquino Donato and Helena Livara Donato of 93 Aboyne Road London NW10 0EY (33.71%)

#### SECOND SCHEDULE

*Lease dated 9 August 1993 for a term of 125 years from December 1988 and made between (1) The Mayor and Burgesses of the London Borough of Brent and (2) William Norman O'Connor and Pauline Denise O'Connor*

*Lease dated 19 December 1988 for a term of 125 years from December 1988 and made between (1) The Mayor and Burgesses of the London Borough of Brent and (2) Geoffrey Ballance and Maureen Ballance*

Lease dated 26 November 1990 for a term of 125 years from December 1988 and made between (1) The Mayor and Burgesses of the London Borough of Brent and (2) Michael Christopher McKeon and Winifred Doris McKeon

Signed by Michelle Theresa Reilly

*M. Reilly*

Signed by Antonio Miguel Fernandes

*Antonio Fernandes*

Signed by Carla Isabel Almeida

*Carla Almeida*

Signed by Loreto Aquino Donato

*Loreto A. Donato*

Signed by Helena Livara Donato

*Mrs. H. Donato*

#### NOTES

1. This agreement is drafted on the assumption that the Company is a company that has already been set up and in which the participating tenants have become members, directors appointed and the mechanism by which the Company will take decisions and act has been established. Further, it presupposes that the initial notice has been prepared and is ready for to be served on the reversioner. Thus, a considerable amount of preparatory work will have already been carried out, in particular obtaining valuation advice and checking eligibility of the participating tenants to submit the claim.



2. If any person is a participating tenant in respect of two flats then he should set out his name twice so that the tenant of each flat and the proportion of sums payable in relation to each flat are clear.
3. Clauses 3(6) and 4(9) are only appropriate if it is intended that on the acquisition of the freehold the tenants will receive new leases in substitution for their existing leases. It may be desired to insert further provisions relating to such new leases and the registration thereof.
4. It may be desired to omit the words in brackets at the end of Clauses 4(5) and 4(7) and to omit Clause 4(8) if it is preferred that all decisions in the process should be taken by the Company in accordance with the Company structure and procedures.
5. No express provision has been made in the agreement to allow for the possibility that a non-participating qualifying tenant, not being an assignee of a participating tenant, be permitted to participate once the initial notice has been served. Thus, in order to avoid the necessity of obtaining the agreement of all the participating tenants to the variation of the participation agreement to add such a new participant (and agreement to the consequent variations in the proportions payable), it may be preferred to remove the ability of each individual participating tenant to refuse the addition of such a new participant by inserting into the participation agreement a covenant by every participating tenant to agree to the inclusion in the claim of any such non-participating tenant who subsequently wishes to participate (together with a specification of how the proportions will be altered in that event), unless all the participating tenants agree at that time to the contrary.
6. Because of the difficulty in requiring the amendment of wills of the participating tenants, obliging their personal representatives to participate in the claim on the death of the tenant, clauses allowing for appropriate insurance cover to be obtained are an option to consider.
7. It is to be noted that the participation agreement does not make provision for the tenants to withdraw from the claim in the event of the amounts payable reaching a specified amount. The participation agreement is drafted on the premise that each participating tenant has obtained advice as to the likely amounts he will have to pay before agreeing become a member of the Company and understands that the price may be in excess of that proposed in the initial notice. The legislation of course provides a right for the Company to withdraw the claim, although the members of the Company will in that event incur liability for the landlord's wasted costs under the legislation and they will also be obliged under the participation agreement to pay the wasted costs incurred by the Company.