

1213810 //

Number of  
Company

Form No. 41  
(No registration fee payable)

## THE COMPANIES ACTS 1948 to 1967

### Declaration of Compliance with the requirements of the Companies Act 1948 on application for registration of a Company

(Pursuant to Section 15(2) of the Companies Act 1948)

Insert the  
Name of the  
Company

Belvedere (Putney) Housing Association LIMITED

Presented by

Presentor's Reference.....

McKenna & Co.,

12 Whitehall,

London SW1A 2DZ.

I, Peter Robinson Wise

of 12, Whitehall, London SW1.

(a) Here Insert:  
A Solicitor of the  
Supreme Court (or  
in Scotland a  
Solicitor) engaged  
in the formation  
or  
A person named  
in the Articles of  
Association as a  
Director or  
Secretary.

Do solemnly and sincerely declare that I am (°) A solicitor of the Supreme

Court engaged in the formation

of Belvedere (Putney) Housing Association

Limited

and that all the requirements of the Companies Act 1948 in respect of matters  
precedent to the registration of the said Company and incidental thereto have been  
complied with. And I make this solemn Declaration conscientiously believing the  
same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 12 Whitehall,  
in the City of Westminster.

the 12<sup>th</sup> day of May

one thousand nine hundred and seventy

five

P. R. Wise

Before me,

A. Gougher-John

A Commissioner for Oaths (b)

(b) Or  
Notary Public or  
Justice of the  
Peace as the case  
may be.



No.

THE COMPANIES ACTS 1948 to 1967

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COMPANY LIMITED BY SHARES

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BELVEDERE (PUTNEY) HOUSING ASSOCIATION  
LIMITED

(A Public Company adopting Part I of  
Table A with modifications)

M E M O R A N D U M

- and -

ARTICLES OF ASSOCIATION

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Incorporated the            day of            1975

MCKENNA & CO.,  
12 Whitehall,  
London, S.W.1.

1213610

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COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

BELVEDERE (PUTNEY) HOUSING ASSOCIATION LIMITED

1. The name of the Company is "BELVEDERE (PUTNEY) HOUSING ASSOCIATION LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (1) To manage and maintain on the co-operative principle the property known as Belvedere Court Upper Richmond Road London S.W.15 for occupation exclusively by members of the Company including the laying out out cultivation and maintenance of gardens and recreation areas, the maintenance of services, garages, parking areas and other amenities.
  - (2) To erect, construct, renew, repair, maintain, manage and renovate houses, flats or buildings of every description on any land of the Company, and to pull down, alter, improve, rebuild or enlarge existing houses, flats or buildings thereon; and generally to deal with and improve the property of the Company.
  - (3) To purchase or sell, or take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any lands, buildings, easements, concessions or any other real or personal property or any right, privilege, option, estate or interest and to sell, lease, improve, manage, develop, mortgage, dispose of, or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.



- (4) To build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any roads or buildings, necessary for the Company's business or to join with others in doing any of the things aforesaid.
- (5) To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertaking, property and assets including the uncalled capital of the Company.
- (6) To remunerate any person, firm or company for services rendered, or to be rendered, in or about the formation or promotion of the Company or the conduct of its business.
- (6) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes or other negotiable instruments.
- (7) To promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (8) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.
- (9) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.
- (10) To grant bonuses, gratuities, pensions or charitable aid to persons employed by the Company.
- (11) To do all such things as are incidental or conducive to the attainment of the above objects or any of them

And it is hereby declared that the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, or the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The income and property wheresoever and whencesoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members of the Company provided that nothing shall prevent the payment in good faith of remuneration to any Director, officer or servant of the Company or to any Member of the Company in return for any services actually rendered to the Company nor to prevent the payment of interest at a rate not exceeding one per cent per annum above bank rate for the time being on money lent by a Member to the Company.

5. The liability of the Members is limited.

6. The share capital of the Company is £500 divided into 100 shares of £5 each.

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THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION  
OF  
BELVEDERE (PUINNEY) HOUSING ASSOCIATION LIMITED

1. Subject as hereinafter provided, the provisions of Part I of Table A, in the first Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall apply to the Company.
2. In Regulation 1 of Table A between the words "Regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.
3. The original capital of the Company is £500 divided into 100 shares of £5 each.
4. Regulation 3 of Table A shall not apply.
5. The Directors shall have regard to the restrictions on the commencement of business imposed by Section 109 of the Act, if, and so far as, those restrictions shall be binding upon the Company.
6. In Relation 15 of Table A the words "provided that no call shall exceed one fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.
7. The shares shall be at the disposal of the Directors and (save as otherwise directed by the Company in General Meeting) they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper provided always and notwithstanding anything to the contrary herein contained the Directors shall not allot any share to a person who at the time of such allotment is not the holder of a Lease referred to in Article 9(a) hereof and shall have power

to allot one share only to any such holder in respect of each such Lease held by him and where any such Lease is held in the joint names of two or more persons one share only may be allotted to such holders and shall be registered in their joint names.

8. Regulation 22 of Table A shall not apply. The Transferor of any share shall be deemed to remain a holder of the share until the name of the Transferee is entered in the Register of Members in respect thereof.

9. (a) A share in the Company may be transferred if the proposed Transferee thereof has acquired the whole of the interest of the proposed Transferor in the residue of a Lease of a flat in the estate situate and known as Belvedere Court, Upper Richmond Road, London S.W.15.

(b) Whenever any share is registered in the name of a person (hereinafter called "the Assignor") who has assigned the whole of his interest under a Lease referred to in Article 9(a) the Company may give notice in writing to the Assignor requiring him to transfer at the par value thereof such share to the person in favour of whom such assignment has been made (hereinafter called "the Assignee") and if such share shall not have been so transferred within one month after such notice has been given the Company may at any time thereafter receive the purchase price of such share and the Assignor shall be deemed to have irrevocably appointed the Company as his agent to execute a transfer of the share to the Assignee. The Company shall thereupon acting by a Director or the Secretary execute a transfer of the share to the Assignee and shall accept payment at the par value thereof and shall hold the same in trust for the Assignor. The receipt of the Company for the said par value shall be a good discharge to the Assignee and after his name has been entered in the Register of Members in purported exercise of

the said power the validity of the proceedings shall not be questioned by any person.

- (c) Except in the case of a transfer in accordance with paragraph (a) or (b) of this Article the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of a share or shares.

10. If any holder of a share dies or becomes bankrupt, the share of which such holder was the registered holder at the date of such death or bankruptcy shall be transferred to the person becoming entitled in consequence of such death or bankruptcy to the said Lease referred to in Article 9(a). In the event of failure on the part of the personal representatives or the trustee in bankruptcy or other the person or persons who have the right to transfer such share to transfer within such period as the Company in its absolute discretion determines such share to the person becoming entitled as aforesaid then the provisions of Article 9(b) in relation to the power of the Company to execute a transfer in favour of an Assignee shall mutatis mutandis apply for the purpose of empowering the Company to execute a transfer in favour of the person becoming entitled as aforesaid.

11. Regulations 40 to 43 inclusive of Table A shall not apply.

12. The Company may on any increase of capital by ordinary resolution direct that the new shares or any of them shall be offered in the first instance to the holders for the time being of any class or classes of share in proportion to the numbers of any class of share held by them respectively, and either at par, at a premium or (subject to the provisions of Section 57 of the Act) at a discount. In default of any such direction, and so far as the same shall not extend, the new shares shall be at the disposal of the Directors.

13. The following regulations shall be substituted for Regulation 54 of Table A:

"If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any two or more persons being members or proxies for members or representatives of corporations duly appointed in accordance with Regulation 74 of Table A, shall be a quorum."

14. In Regulation 68 of Table A after the words "member of the Company" there shall be added "but shall be entitled to the same right to address the meeting as the member appointing him."

15. Regulation 75 of Table A shall not apply to the Company. Unless and until otherwise determined by Ordinary Resolution of the Company, the number of Directors shall not be less than two and the maximum number of Directors shall be unlimited.

16. The following Regulation shall be substituted for Regulation 77 of Table A, viz: "The shareholding qualification of a Director shall be the holding of one share in the Company and it shall be his duty to comply with Section 182 of the Act."

17. The proviso to Regulation 79 of Table A shall not apply.

18. In Regulation 80 of Table A the words from "and to such Regulations" to the end of the Regulations shall be omitted, and the word "and" shall be inserted after the words "any of these Regulations."

19. In Regulation 88(a) of Table A the words and figures "or 185" shall be omitted. There shall be no retiring age for Directors and Section 185 of the Act shall not apply.

20. Each Director may appoint any other Director (or Directors) or with the approval of a majority of the other Directors, any other person (or persons) to be an alternate Director to represent the Director appointing

him, and may at any time remove any alternate Director so appointed by him from office. An alternate Director so appointed shall not, except by virtue of an Agreement with the Director whom he represents be entitled to receive any remuneration from the Company, but shall otherwise be subject to the provisions of these presents with regard to Directors. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and, in the absence of the Director whom he represents, to attend and vote at all meetings of the Directors and to perform all the functions of such Director as a Director. An alternate Director shall ipso facto cease to be an alternate Director if the Director whom he represents (A) gives notice to the Company terminating such appointment, or (B) ceases for any reason to be a Director. Any such appointment or removal shall take effect when the notice effecting the same is delivered to the registered office of the Company or to the Secretary, or is produced at a meeting of the Directors. A person may act as alternate Director to represent more than one Director and a Company may be appointed to be also an alternate Director, and an alternate Director shall be entitled at meetings of the Board to one vote for every Director whom he represents in addition to his own vote as Director if he is a Director in his own right, and when so acting, where the quorum exceeds two, shall be counted in the quorum for each Director he represents.

INDUSTRIAL AND PROVIDENT SOCIETIES ACT 1965

Application for Registration of Special Resolution for Conversion  
into a Company pursuant to section 52 of the said Act

Name of Society .BELVEDERE (PUTNEY) HOUSING ASSOCIATION LIMITED....

Register No. .16933.R

To the Central Office

1. Application for registration of a special resolution for conversion of the above-named society into a company is made by the said society.

2. The following is a copy of a special resolution passed by a majority of not less than three-fourths of such members for the time being entitled under the rules to vote as voted in person or by proxy at a general meeting of the society, of which notice specifying the intention to propose the resolution was duly given according to the rules, held on Monday 24th March, 1975. and confirmed by a majority of such members for the time being entitled under the rules to vote as voted in person or by proxy at a subsequent general meeting of which notice was duly given, held on Tuesday 8th April, 1975. pursuant to Section 52 of the above-mentioned Act:-

It is hereby resolved that this society be converted into a company limited by shares under the Companies Act 1948 in the name of Belvedere (Putney) Housing Association Limited and have a Memorandum and Articles of Association in the form of the print produced to this meeting and for identification signed by the chairman, and that the committee of management be authorised to execute and do on behalf of the society all such documents and things as they may consider necessary or desirable for carrying such conversion into effect.

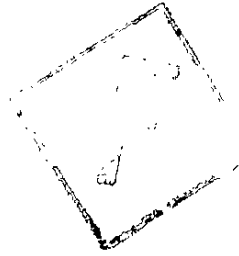
(Seal of the Society)

Chairman of Meeting at which  
resolution was confirmed

Signature of Secretary.

Registered Office 67, Belvedere Court, Upper Richmond Road, Putney, London SW15.

Date ..22-8 Apr 1975



## CERTIFICATE OF INCORPORATION

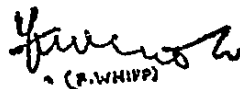
No. 1213810

I hereby certify that

**BELVEDERE (PUTNEY) HOUSING ASSOCIATION LIMITED**

is this day incorporated under the Companies Acts 1948 to 1967 and that the  
Company is Limited.

Given under my hand at London the 27th May 1975

  
(R. WHIPP)

Assistant Registrar of Companies