

## THE COMPANIES ACTS 1948 TO 1976

# Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold black lettering

Company number

1528711

Name of Company

ANLABY COURT(CHELTHENHAM) MANAGEMENT

Limited\*

DOUGLAS TOM PACKER

of 'Beechwood', Park Lane,

Prestbury,

Cheltenham, Glos.

\* delete if inappropriate

† Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

do solemnly and sincerely declare that I am, <sup>a</sup> Person named in the statement delivered under Section 21 of the Companies Act 1976 as a Director.

of

ANLABY COURT (CHELTENHAM) MANAGEMENT

Limited\*

and that all the requirements of the Companies Acts 1948 to 1976 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 23 Promenade  
Cheltenham Gloucestershire

the 30<sup>th</sup> day of September

One thousand nine hundred and Eighty

before me

A Commissioner for Oaths†

† or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Presentor's name, address and reference (if any)

SHEPHERD, HALLITT & CO.,  
26 HIGH STREET,  
CARDIFF.

BJT

For official use

General section

Post room

THE COMPANIES ACTS 1948 to 1976.

COMPANY LIMITED BY SHARES.

1528711/3

# Memorandum of Association

OF

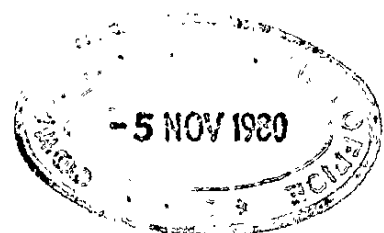
ANLABY COURT (CHELTENHAM) MANAGEMENT LIMITED



1. The name of the Company is ANLABY COURT (CHELTENHAM) MANAGEMENT LIMITED
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (A) (1) To acquire the freehold property situated at Anlabby Court, Evesham Road, Cheltenham in the County of Gloucestershire and to hold the same as an investment for the benefit of the lessees of the flats.
  - (2) To manage Anlabby Court aforesaid and to maintain, keep, repair, renew and improve the main structure, roofs and foundations of the said building and garages (if any) and the paths, passageways, garden-land and boundary walls surrounding or belonging to the said property, and generally to look after the same for the benefit and in the interests of the lessees and occupiers thereof for the time being.

ECW. 10.11.1980 STRABONG Ltd.  
25.11.1980  
LONDON EC1Y 2ED

64 620 5434/5



(B) to carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects;

(C) to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company;

(D) to build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the company and to join with any person, firm or company in doing any of the things aforesaid;

(E) to borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be;

(F) to apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired;

(G) to purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stock, bonds or securities of any other company or corporation carrying on business in any part of the world;

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(H) to issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon;

(I) to invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient;

(J) to lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies;

(K) to enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company;

(L) to acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company;

(M) to sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company formed or to be formed;

(N) to establish, promote, finance or otherwise assist any other company for the purpose of acquiring all or any part 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;

(O) to pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company;

(P) to accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;

(Q) to draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments;

(R) to establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the Directors, ex-Directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent, or useful object of a public character;

(S) to distribute among the members in specie any property of the Company, or an proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;

(T) to do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise;

(U) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The share capital of the Company is £100 divided into 100 shares of £1 each.  
The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<p><i>Douglas Tom Packer</i> DOUGLAS TOM PACKER Beechwood Park Lane Pretoria Chertseyham PROPERTY MANAGER</p> <p><i>Owen Herbert Packer</i> OWEN HERBERT PACKER The Hitching Sevenhampton Chertseyham PROPERTY MANAGER</p>	<p>ONE</p> <p>One. (2)</p>

DATED the

30th day of September 1980

WITNESS to the above signatures:

*Refused* BRIAN JOHN TRAYNOR  
*Refused*  
26 High Street Cribb  
Chertseyham

THE COMPANIES ACTS 1948 to 1976.

COMPANY LIMITED BY SHARES.

# Articles of Association

OF

ANLABY COURT (CHELTENHAM) MANAGEMENT LIMITED

## PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948, as amended, (hereinafter referred to as "Part II of Table A"), shall apply to the Company.
2. Regulations 3, 24, 53, 75, 77, 79 and 88 of Part I of Table A in the said schedule (hereinafter referred to as "Part I of Table A") shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Part I of Table A, and regulations 2 to 5 inclusive of Part II of Table A, subject to the modifications hereinafter contained, shall constitute the regulations of the Company.

## SHARES

3. Shares in the Company shall only be allocated by the Directors to one of the lessees of the Property named in clause A(1) of the Memorandum of Association and as soon as may be after incorporation such allotments and transfers of shares as will ensure that the lessees of each flat hold in respect of that flat one and only one share in the Company and that no person who is neither the owner of a flat or lessee holds any shares in the Company.

## LIEN

4. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

5. In this and the following Articles:--

"Flat" means a flat or maisonette, messuage or dwellinghouse comprised in any property for the time being managed by the Company pursuant to Sub-Clause (A) of Clause 3 of the Memorandum of Association.

"Lessee" means the person or persons to whom the Lease or a flat has been granted, and so that, wherever two or more persons are for the time being joint lessees of any one flat, they shall for all the purposes of these Articles be deemed to constitute one lessee.

6. (A) If any lessee parts with all interest in the flat held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative shall transfer his Share in the Company to the person or persons becoming lessee of the said flat in his place.

(B) The price to be paid on the transfer of every Share under this Article shall, be its nominal value.

(C) If the holder of a Share (or his legal personal representative) refuses or neglects to transfer it in accordance with this Article, one of the Directors, duly nominated for that purpose by a resolution of the Board, shall be the Attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his Share to the person or persons to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said Share in the Register of Members as the holder thereof.

7. If a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member of the Company, provided he or they shall for the time being be the lessee of the dwelling formerly held by such deceased or bankrupt Member.

8. The Directors shall refuse to register any transfer of shares made in contravention of the foregoing provisions.

#### GENERAL MEETING

9. Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of the Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies; and notices



of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

10. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

#### DIRECTORS

11. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than one nor more than seven. If so long as there is a sole Director, such Director may act alone in exercising all the powers and authorities vested in the Directors.

12. The first Directors of the Company shall be

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

14. Any Director may appoint any person approved by the Board to be an alternate Director and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to receive notice of Meetings of Directors and to attend and vote thereat, but he shall not require any qualification and shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the Director appointing him and agreed between the said Director and the appointee. Such appointment may be revoked at any time by the appointor or by a resolution of the Directors or by an Ordinary Resolution of the Company in General Meeting. Any appointment or revocation made under this Clause, shall be in writing under the hand of the Director making the same.

#### DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated:-

- (1) If he resigns his office by notice in writing to the Company.
- (2) If he becomes bankrupt or enters into any arrangement with his creditors.
- (3) If he is prohibited from being a Director by an order made under Section 188 of the Act.
- (4) If he becomes of unsound mind.
- (5) If he is removed from office by a resolution duly passed under Section 184 of the Act.
- (6) If he shall cease to be a flat owner or lessee of the property named in clause A(1) of the Memorandum of Association.

BORROWING POWERS

16. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertakings, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

~~1. Douglas, Tom Packer~~  
DOUGLAS TOM PACKER  
BEECHWOOD

PACK LANE

PRESTON

CHESHIRE

PROPERTY MANAGER

~~1. Owen Herbert Packer~~  
OWEN HERBERT PACKER  
The Hitchings

Sevenhampton

Cheltenham

Property Manager

Dated the 30th day of September 1980

WITNESS to the above signatures:

SIGN HERE ... *Brian John Traynor* .....

FULL NAME  
in block capitals BRIAN JOHN TRAYNOR

ADDRESS  
in block capitals 26, HIGH STREET, CHADWICK

OCCUPATION  
CHARTERED ACCOUNTANT



# THE COMPANIES ACTS 1948 TO 1976

Form No. 1

## Statement of first directors and secretary and intended situation of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not  
write in this  
binding margin

Please complete  
legibly, preferably  
in black type, or  
bold black lettering

Name of Company

Company number

1528711/5

\* delete if  
inappropriate

ANLABY COURT (CHELTENHAM) MANAGEMENT

Limited\*

The intended situation of the registered office of the company  
on incorporation is as stated below

"Beechwood",

Park Lane, Prestbury,

Cheltenham, Glos.

If the memorandum is delivered by an agent for the subscribers of  
the memorandum, please mark 'X' in the box opposite and insert the  
agent's name and address below

X

Express Company Registrations Limited,

City Road,

London, EC1Y 2DE

If the spaces provided on page 2 are insufficient and use has been made  
of continuation sheets (see note 1), please enter in the box opposite  
the number of continuation sheets which form part of this statement

Presenter's  
reference (if any):

Shepherd, Halliott & Co.  
26 High Street,  
Cardiff.

BJT

For official use  
General section

Post room

Supplied by  
Express Co. Registrations Ltd,  
City Road, London EC1

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



**Important**  
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Business occupation
DOUGLAS TOM PACKER	Property Manager
Former name(s) (note 3)	Nationality
Address (note 4) "Beechwodd", Park Lane, Prestbury, Cheltenham, Glos.	British
	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature	Date 30/9/80

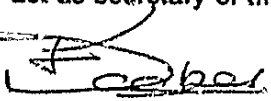
Name (note 2)	Business occupation
OWEN HERBERT PACKER	Property Manager
Former name(s) (note 3)	Nationality
Address (note 4) "The Hitchings", Severnhampton, Cheltenham, Glos.	British.
	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature	Date 30/9/80

Name (note 2)	Business occupation
Former name(s) (note 3)	Nationality
Address (note 4)	
	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature	Date

Please do not  
write in this  
binding margin

**Important**  
The particulars  
to be given are  
those referred to  
in section  
21(2)(b) of the  
Companies Act  
1976 and section  
200(3) of the  
Companies Act  
1948. Please  
read the notes  
on page 4 before  
completing this  
part of the form.

The name(s) and particulars of the person who is, or the persons who are,  
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	
DOUGLAS TOM PACKER	
Former name(s) (note 3)	
Address (notes 4 & 7).	"Beechwood",
	Park Lane, Prestbury,
	Cheltenham, Glos.
I hereby consent to act as secretary of the company named on page 1	
Signature	 Date 30/9/80

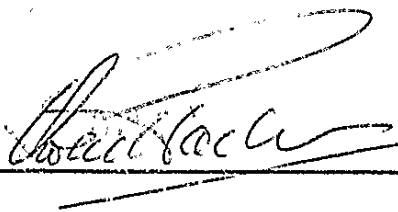
Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

\* as required by  
section 21(3) of  
the Companies  
Act 1976

Signed by or on behalf of the subscribers of the memorandum\*

† delete as  
appropriate

Signature  [Subscriber] [Agent]† Date 30/9/80

Signature  [Subscriber] [Agent]† Date 30/9/80

# FILE COPY



## CERTIFICATE OF INCORPORATION

No. 1528711

I hereby certify that

ANLABY COURT (CHELTENHAM) MANAGEMENT LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the  
Company is Limited.

Given under my hand at Cardiff the

18TH NOVEMBER 1980

A handwritten signature in dark ink, appearing to read 'E. A. Wilson'.

E. A. WILSON

*Assistant Registrar of Companies*