

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9225208**

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

108 EDITH GROVE LIMITED

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

Given at Companies House, Cardiff, on **18th September 2014**



N09225208F

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 18/09/2014



X3GPT5T7

*Company Name
in full:*

108 EDITH GROVE LIMITED

Company Type:

Private limited by shares

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**C/O GEOFFREY LEAVER SOLICITORS 251 UPPER THIRD STREET
BOUVERIE SQUARE
CENTRAL MILTON KEYNES
BUCKINGHAMSHIRE
UNITED KINGDOM
MK9 1DR**

I wish to partially adopt the following model articles: **Private (Ltd by Shares)**

Proposed Officers

Company Secretary 1

Type: **Person**

Full forename(s): **MATTHEW JOHN**

Surname: **HOOPER**

Former names:

Service Address: **TRINITY HOUSE FOXCOMBE ROAD
BOARS HILL
OXFORD
UNITED KINGDOM
OX1 5DL**

Consented to Act: **Y** *Date authorised:* **18/09/2014** *Authenticated:* **YES**

Company Director ***1***

Type: **Person**

Full forename(s): **MATTHEW JOHN**

Surname: **HOOPER**

Former names:

Service Address: **TRINITY HOUSE FOXCOMBE ROAD
BOARS HILL
OXFORD
UNITED KINGDOM
OX1 5DL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **08/01/1964** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

Consented to Act: **Y** *Date authorised:* **18/09/2014** *Authenticated:* **YES**

Company Director 2

Type: **Person**
Full forename(s): **SUSANNE**

Surname: **HOOPER**

Former names:

Service Address: **TRINITY HOUSE FOXCOMBE ROAD
BOARS HILL
OXFORD
UNITED KINGDOM
OX1 5DL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **13/12/1971** *Nationality:* **SWISS**

Occupation: **COMPANY DIRECTOR**

Consented to Act: **Y** *Date authorised:* **18/09/2014** *Authenticated:* **YES**

Company Director **3**

Type: **Person**
Full forename(s): **SOPHIE JANE**

Surname: **ZAHEDIEH**

Former names:

Service Address: **310 LIVERPOOL ROAD**
 LONDON
 UNITED KINGDOM
 N7 8PU

Country/State Usually Resident: **SINGAPORE**

Date of Birth: **07/01/1977** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

Consented to Act: **Y** *Date authorised:* **18/09/2014** *Authenticated:* **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	3
		<i>Aggregate nominal value</i>	3
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	3
		<i>Total aggregate nominal value</i>	3

Initial Shareholdings

Name: MATTHEW JOHN HOOPER

<i>Address:</i> TRINITY HOUSE FOXCOMBE ROAD BOARS HILL OXFORD UNITED KINGDOM OX1 5DL	<i>Class of share:</i> ORDINARY
	<i>Number of shares:</i> 1
	<i>Currency:</i> GBP
	<i>Nominal value of each share:</i> 1
	<i>Amount unpaid:</i> 0
	<i>Amount paid:</i> 1

Name: SUSANNE HOOPER

<i>Address:</i> TRINITY HOUSE FOXCOMBE ROAD BOARS HILL OXFORD UNITED KINGDOM OX1 5DL	<i>Class of share:</i> ORDINARY
	<i>Number of shares:</i> 1
	<i>Currency:</i> GBP
	<i>Nominal value of each share:</i> 1
	<i>Amount unpaid:</i> 0
	<i>Amount paid:</i> 1

Name: SOPHIE JANE ZAHEDIEH

<i>Address:</i> 310 LIVERPOOL ROAD LONDON UNITED KINGDOM N7 8PU	<i>Class of share:</i> ORDINARY
	<i>Number of shares:</i> 1
	<i>Currency:</i> GBP
	<i>Nominal value of each share:</i> 1
	<i>Amount unpaid:</i> 0
	<i>Amount paid:</i> 1

Statement of Compliance

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

Name: MATTHEW JOHN HOOPER

Authenticated: YES

Name: SUSANNE HOOPER

Authenticated: YES

Name: SOPHIE JANE ZAHEDIEH

Authenticated: YES

Authorisation

Authoriser Designation: subscriber

Authenticated: Yes

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

108 EDITH GROVE 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 and to take at least one share each.

Name of each subscriber

Authentication by each subscriber

MATTHEW JOHN HOOPER

SUSANNE HOOPER

SOPHIE JANE ZAHEDIEH

Dated: 18 September 2014

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

108 EDITH GROVE LIMITED

The Model Articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles shall apply to the Company save in so far as they are excluded or varied below.

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined Terms

- 1.1. **Leases** means the leases derived immediately out of the freehold interest in the Property;
- 1.2. **Lessees** means the Lessees from time to time of the Property holding under the Leases (and including any transmittee of any such Lessee);

PART 2

STATEMENT OF COMPANY'S OBJECTS

Company's Objects

2. The Company's objects are:

- 2.1. To acquire the freehold of the land and buildings and the common roads, pathways and gardens adjacent and belonging thereto situate at 108 Edith Grove, London, SW10 0NH (hereinafter called "the Property") and to hold the Property as an investment for the benefit of the lessees of the flats comprised in it;
- 2.2. To manage and administer the Property and for that purpose to enter into and be party to Leases of flats on the Property;
- 2.3. To manage and maintain the Property and provide and supply execute works and to carry out the terms of any covenants to be entered into by the Company with the owners or occupiers;
- 2.4. To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them or as are calculated to enhance the value and beneficial advantage of the Property.

PART 2
DIRECTORS
DECISION-MAKING BY DIRECTORS

3. Directors to take Decisions Collectively

3.1. The general rule about decision-making by directors is that any decision of the directors must be taken:

3.1.1. by a majority vote at a directors' meeting or

3.1.2. in the form of a directors' written resolution in accordance with Article 4 herein.

3.2. If

3.2.1. the company only has one director for the time being, and

3.2.2. no provision of the articles requires it to have more than one director

The general rule does not apply, and the director may, for so long as he remains the sole director, take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

3.3 Model Articles 7 and 8 are excluded.

4. Directors' Written Resolutions

4.1. Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors.

4.2. If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors.

4.3. Notice of a proposed directors' written resolution must indicate:

4.3.1. the proposed resolution; and

4.3.2. the time by which it is proposed that the directors should adopt it.

4.4. A proposed directors' written resolution is adopted when a majority of the directors have signed one or more copies of it, provided that those directors would have formed a quorum at a directors' meeting were the resolution to have been proposed at such a meeting (having regard to Article 14 of the Model Articles concerning Conflicts of Interest)

4.5. Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a director's meeting in accordance with the Articles.

APPOINTMENT OF DIRECTORS

5. Number of Directors

Unless otherwise determined by ordinary resolution, the number of directors may be any number not exceeding the number of issued shares in the Company.

6. Methods of Appointing Directors

6.1 Subject to Article 6.2 any person who is willing to act as a director and is permitted by the law to do so may be appointed to be a director:-

6.1.1. by ordinary resolution, or

6.1.2. by a decision of the director

6.2 No person shall be appointed and hold office as a director unless and until he holds at least one share.

6.3 Model Article 17 is excluded.

7. Termination of Directors' Appointment

7.1 A person ceases to be a director as soon as –

(a) that person ceases to hold at least one share in the Company

(b) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

(c) a bankruptcy order is made against that person;

(d) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

7.2 Model Article 18 is excluded.

PART 3 SHARES AND DISTRIBUTIONS SHARES

8. Membership of the Company

8.1 Subject to Article 8.2 no person may be admitted to membership of the Company other than the subscribers to the Company's memorandum of association and the Lessees and member and members shall be construed accordingly.

8.2 Neither Article 8.1 nor this Article 8.2 may be amended unless all of the then members agree to such amendment.

8.3 If and as soon as a holder ceases to be a Lessee, he shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company, nor to receive or to have any voting rights in respect of any written resolutions of the Company in respect of any shares held by that holder (and of any shares received thereafter by way of rights or on a capitalisation in respect of those shares) on and from the date when he ceased to be a Lessee (which for the avoidance of doubt shall be the date on which the relevant Lease with that Lessee terminates or is transferred), or if later the date on which

he received the shares, until the entry in the register of members of the Company of another Lessee as holder of those shares.

9 Further Issue of Shares

The Company shall not without the unanimous consent of all the members of the Company increase the Share Capital of the Company or consolidate or divide its Share Capital or sub-divide its existing Shares or cancel any Shares or redeem its Share Capital or Purchase its own shares.

10 Share Transfers

10.1 In these Articles, a reference to the transfer of or transferring shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition:

10.1.1 of any share or shares of the Company; or

10.1.2 of any interest of any kind in any share or shares of the Company; or

10.1.3 of any right to receive or subscribe for any share or shares of the Company.

10.2 Shares shall be transferred, and the directors shall not register the transfer of any share or any interest in any share unless it is transferred, upon or immediately before a change of ownership of a Property in respect of which such share(s) are held and to the person becoming or about to become the Lessee of such Property and in any case is not prohibited under Article 11 (Prohibited Transfers).

10.3 The price to be paid on the transfer of shares shall, in default of agreement between the transferor and the transferee, be the nominal value of the each such share.

10.4 No share shall be transferred if any service charge, ground rent or other liabilities are owed to the Company by the Lessee.

10.5 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal.

10.6 An obligation to transfer a share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.

10.7 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares is partly paid) the transferee.

10.8 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title of any share.

10.9 The Company may retain any instrument of transfer which is registered.

10.10 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

10.11 If a holder fails for any reason (including death) to transfer any shares when required pursuant to this Article 10, the directors may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of such holder for the

purpose) to execute each necessary transfer of such shares to any person entitled to be a member under these Articles and nominated by the directors and deliver it on such holder's behalf. The Company may receive the purchase money for such shares from the transferee and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the transferee as the holder of such shares. The company shall hold such purchase money on trust for the transferor but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application of it, and after the name of the transferee has been entered in the register of members in purported exercise of the power conferred by this Article 10, the validity of the proceedings shall not be questioned by any person.

11 Prohibited Transfers

Notwithstanding any other provision of these Articles, no transfer of any share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

12 Transmission of Shares

12.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

12.2 Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.

12.3 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

12.3.1 may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and

12.3.2 subject to the Articles and pending any transfer of the shares to another person, has the same rights as the holder had.

12.4 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of the shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

13 Exercise of Transmittees' Rights

13.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

13.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

13.3 If, within ninety days from the date on which a transmittee becomes entitled to a share, such transmittee either does not notify the Company of its wish to become the holder of such share to which it has become entitled or does not execute an instrument of transfer to transfer such share to another person, then the directors may authorise any director (who shall be deemed to be irrevocably appointed as the attorney of the

transmittee for that purpose) to execute the necessary transfer of such share to any person entitled to be a member under these Articles and nominated by the directors.

- 13.4 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

- 14 Model Articles 21, 22, 26, 27 and 28 are excluded.

DIVIDENDS AND OTHER DISTRIBUTIONS

- 15 Model Articles 30 to 35 inclusive are excluded

CAPITALISATION OF PROFITS

- 16 Model Article 36 is excluded

PART 4

DECISION-MAKING BY SHAREHOLDERS

VOTING AT GENERAL MEETINGS

17 Voting: general

- 17.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. Subject to any rights or restrictions attached to any shares, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 17.2 No member shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.
- 17.3 In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 17.4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 17.5 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 17.6 Model Article 42 is excluded.

18 Poll votes

On a poll every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

19 Content of Proxy Notices

Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member.