SOLICITORS
regency

BT - Stamp Duty Land Tax
HM Revenue and Customs
BX9 1HD
United Kingdom

By recorded delivery
21st May 2024
Our ref: BMG/06398

Dear Sir / Madam

Property: 53 Warminster Road, London, SE25 4DQ
Our Client: Londonist International Management Limited
Unique Transaction Reference Number: 519864669MW
Title Number: SGL642124
Multiple Dwellings Relief: Code 33, Manual reference: SDLTM29900

We write in relation to the above-named matter and further to our letter dated 18 March 2024.

The Property comprises of 8 flats in total. Our client paid non-residential rates on completion due to there being over 6 dwellings in one transaction. However, we note that our client is entitled to obtain a refund by way of Multiple Dwellings Relief through residential rates. Our client is subject to paying the higher rates.

We request our client's return to be read in conjunction with residential rates (code 04) of a transfer (code F). Please see above the Multiple Dwellings Relief Code.

We have carried out the below calculation:

Purchase Price: £1,900,000
Number of Dwellings: 8

1,900,000 / 8 = 237,500
(3%) 7,125 x 8 = £57,000.

The amount our client paid previously was £84,500. Our client is therefore entitled to a **refund of £27,500**.

Enclosed are copies of the following documents:

- Contract; and
- TR1.

The refund should be made into the following account:

Account Name: Londonist International Management Ltd
Account Number: 00094083
Sort Code: 04-13-76
Domestic BIC: CIIVGB22XXX

We look forward to hearing from you in due course in regard to the progress of this refund.

Yours faithfully,

Regency Solicitors

REGENCY SOLICITORS
ENCL.

DocuSign Envelope ID: 6F2B9F7F-3EF7-4002-B587-C4D02263093D

HM Land Registry

TR1

Transfer of whole of registered title(s)

Any parts of the form that are not typed should be completed in black ink and in block capitals

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.	1	Title number(s) of the property: **SGL642124**
Insert address, including postcode (if any), or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	2	Property: **53 Warminster Road, London SE25 4DQ**
Remember to date this deed with the day of completion, but not before it has been signed and witnessed.	3	Date: 1 March 2024
Give full name(s) of **all** the persons transferring the property. Complete as appropriate where the transferor is a company.	4	Transferor: **Brymore No 1 Limited** For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: **11629964** For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
Give full name(s) of **all** the persons to be shown as registered proprietors. Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an	5	Transferee for entry in the register: Londonist International Management Ltd For UK incorporated companies/LLPs

arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.		Registered number of company or limited liability partnership including any prefix: 12884557 For overseas companies (a) Territory of incorporation: (b) Registered number in United Kingdom including any prefix:
Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.	**6**	Transferee's intended address(es) for service for entry in the register: 5 Great James Street, Holborn, London WC1N 3DB
	7	The transferor transfers the property to the transferee
Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.	**8**	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): One Million Nine Hundred Thousand (£1,900,000) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
Place 'X' in any box that applies. Add any modifications.	**9**	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee **Title modifications:** 9.1 The words "at his own cost" in the Law of Property (Miscellaneous Provisions) Act 1994 (**1994 Act**) section 2(1)(b) are replaced by "at the Transferee's cost"

9.2 For section 6(2)(a) of the 1994 Act, the Transferee's actual knowledge includes:

(a) the entries in any public register; and

(b) public requirements (as defined in the Standard Commercial Property Conditions (Second Edition)).

Where the transferee is more than one person, place 'X' in the appropriate box.

10 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

Complete as necessary

☐ they are to hold the property on trust:

The registrar will enter a Form A restriction in the register *unless*:
- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

11.1 **Definitions and interpretation**

In this transfer:

(a) **Tenancy Agreements** means:

(i) the tenancy agreement dated 31 September 2023 and made between (1) Brymore No 1 Ltd, (2) Alexander Edward Weeks and (3) Elizabeth Lauren Margey

(ii) the tenancy agreement dated 25 September 2023 and made between (1) Brymore No 1 Ltd, (2) Reuben Nicholas Reid-Williams and (3) Rosetta Angelina La Porta

(iii) the tenancy agreement dated 14 February 2019 and made between (1) Brymore No 1 Ltd, (2) Wlodzimierz Umaniec and (3) Chinonye Ifeoma Iroegbulem

(iv) the tenancy agreement dated 25 August 2023 and made between (1) Brymore No 1 Ltd, (2) Taneisha Samanta Campbell and (3) Opal Yolanda Mullings

(v) the tenancy agreement dated 15 September 2023 and made between (1) Brymore No 1 Ltd and (2) Colin Brandon Toney

(vi) the tenancy agreement dated 11 October 2014 and made between (1) Brymore Estates Limited and (2) Keren Agyepong-Boateng

(vii) the tenancy agreement dated 23 August 2023 and made between (1) Brymore No 1 Ltd and (2) Fatmata Turay

(b) words importing one gender shall be construed as importing any other gender;

(c) words importing the singular shall be construed as importing the plural and vice versa;

(d) words importing persons shall be construed as importing a corporate body or unincorporated body and vice versa;

(e) where any party comprises more than one person the obligations and liabilities of that party under this transfer will be joint and several obligations and liabilities of those persons;

(f) the panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation; and

(g) any reference to a clause is one so numbered in this panel unless otherwise stated.

11.2 **No implied rights**

The transferee does not acquire any right to light or air over any neighbouring land of the Transferor.

11.3 **Incumbrances**

The Property is transferred subject to and with the benefit of the matters contained or referred to in the Tenancy Agreements.

11.4 **Seller's post completion access**

For a period of 12 months following completion, the Transferor (and any other persons properly authorised by the Transferor) shall subject to complying with the access provisions in the Leases, have the right (and the Transferee shall procure that the Transferor has such right by way of making any relevant arrangements with the Tenants) to access the Property for the purposes of progressing the ongoing insurance claim the Transferor has with its building insurers provided that the Transferor causes as little disruption as reasonably possible when exercising this right and it shall make good any damage caused to the Property as soon as reasonably practicable.

11.5 **Indemnity covenant title**

The Transferee covenants by way of indemnity only with the Transferor to comply with the obligations contained in or referred to in the registers of the title above referred to and to indemnify the Transferor against claim, loss, liability or expense it suffers or incurs as a result of any failure to do so.

11.6 **Indemnity covenant – Tenancy Agreements**

The Transferee covenant with the Transferor by way of indemnity only to comply with the landlord's obligations in the Tenancy Agreements and to indemnify the Transferor against any claim, loss, liability or expense it suffers or incurs as a result of any failure to do so.

11.7 **Contracts (Rights of Third Parties) Act 1999**

Unless the right of enforcement is expressly provided, it is not intended that a third party should have the rights to enforce any terms of this transfer pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights that are available apart from that Act.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance.

Remember to date this deed in panel 3.

12 Execution

Executed as a deed by **Brymore No 1 Ltd** acting by two directors

DocuSigned by:
martin Roberts
64576D8BBE0D474...
Director

DocuSigned by:
Matthew Allen
1FBB442E145A4C2...
Director

Executed as a deed by **Londonist International Management LTD** acting by a single director

.....
Signature

In the presence of:

Witness Signature: .....

Witness Full Name:.....

Address:.....
.....
.....
.....
.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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DocuSign Envelope ID: BCF17708-45F4-4FBB-8F65-E1610B8A13AE

ADDLESHAW GODDARD

Dated 01 March **2024**

BRYMORE NO 1 LTD

LONDONIST INTERNATIONAL MANAGEMENT LTD

SUPPLEMENTAL AGREEMENT
Sale of 53 Warminster Road, Norwood Junction, London

DocuSign Envelope ID: BCF17708-45F4-4FBB-8F65-E1610B8A13AE

This Supplemental Agreement is made on 01 March 2024

Between

(1) **Brymore No 1 Ltd** (No. 1169964) whose registered office is at 6 Heddon Street, London W1B 4BT (**Seller**); and

(2) **Londonist International Management LTD** (No. 13884557) whose registered office is at 5 Great James Street, Holborn, London WC1N 3DB (**Buyer**)

SUPPLEMENTAL TO

An agreement for sale dated 3 February 2024 and made between the Seller (1) and the Buyer (2) (the "**Existing Agreement**") in respect of the sale and purchase of 53 Warminster Road, Norwood Junction, London SE25 4DQ.

It is agreed

1 The parties HEREBY AGREE AND CONFIRM that the Existing Agreement is amended so that the special conditions attached at the Appendix to this agreement are incorporated into the Existing Agreement as if the same were part of the Existing Agreement when it was entered into.

2 In all other conditions and respects the terms of the Existing Agreement shall remain in full force and effect and shall apply to this agreement as if the same were set out in full and are hereby deemed to be incorporated into this agreement.

3 All time periods contained or referred to in the Existing Agreement shall be calculated from the date of the Existing Agreement and not from the date of this agreement;

4 All definitions and interpretations as set out in the Existing Agreement apply in this agreement.

This agreement has been entered into on the date stated at the beginning of it.

Executed as a deed by **Brymore No 1 Ltd** acting by two directors or by a director and its secretary

) .....
) Director
)
) .....
) Director/Secretary

Executed as a deed by **Londonist International Management LTD** acting by a single director in the presence of

) DocuSigned by: Asim Ertürk .....
) AE0E3E74E044C4...
) Director

DocuSigned by: Umang Gandecha .....
D5585154103324B9...
Signature of witness

Name Umang Gandecha .....

Address 1407 Judde House, London, SE18 6DP .....

.....

Appendix 1

Special Conditions

Words that are neither in square brackets nor in italics constitute the SPECIAL CONDITIONS applicable to the relevant LOT. References to the GENERAL CONDITIONS are for convenience only and are not intended to be comprehensive.

Lot Number 213

Name and address of the SELLER

Brymore No 1 Ltd (Company No. 11629964) whose registered office is at 6 Heddon Street, London, United Kingdom, W1B 4BT

Name, address and reference of the SELLER'S conveyancer

Addleshaw Goddard LLP, Exchange Tower, 19 Canning Street, Edinburgh EH3 8EH

Brief description of the LOT (see CONDITION G1.1)

53 Warminster Road, London SE25 4DQ registered under title number SGL642124

Rights to be granted (see CONDITION G1.1)

See Transfer

Rights to be reserved (see CONDITION G1.1)

See Transfer

Exclusions (see CONDITION G1.1)

None.

TENANCIES (see CONDITION G1.2)

The TENANCIES are listed in the TENANCY SCHEDULE.

What the sale is subject to (see CONDITION G1)

The matters set out in the GENERAL CONDITIONS and the TENANCIES and other matters referred to in the Property and Charges registers of title number SGL642124

Chattels etc (see CONDITION G1.7)

No chattels are included in the sale but the Property will be sold as seen.

Deposit (see CONDITION G2)

10% of the PRICE to be paid to the AUCTIONEER and held by the AUCTIONEER (or, if the AUCTIONEER and/or SELLER chooses, the SELLER'S conveyancer) as stakeholder.

Insurance (see CONDITION G3)

The SELLER has no obligation to insure the LOT after the CONTRACT DATE.

Title (see CONDITION G4)

Freehold

Registered or unregistered?

Registered

Title guarantee (see CONDITION G4.3)

As set out in the TRANSFER

TRANSFER (see CONDITION G5)

A copy of the prescribed form of TRANSFER was made available prior to the AUCTION.

AGREED COMPLETION DATE (see CONDITION G6.1)

1 March 2024

ADDITIONAL AMOUNTS PAYABLE AT COMPLETION (IF ANY) (see CONDITION G6.2)

On completion the Buyer will reimburse the cost of official copy titles and documents included within the auction pack and made available prior to the auction in relation to the sale of the Lot ("Official Copy Fees"), and the Buyer will reimburse for the cost of any property searches included within the auction pack and made available prior to the auction in relation to the sale of the Lot ("Searches Fees"). The Buyer will be responsible for paying the auctioneers the sum of £250 plus VAT ("Buyer's Contribution to Auctioneers Fees on Completion").

INTEREST RATE (see CONDITION G10)

4% over Barclays Bank base rate from time to time.

ARREARS (see CONDITION G11)

Parts 1 and 2 of CONDITION G11 apply and the Buyer is to settle any Arrears on completion.

VAT (see CONDITIONS G14 and 15)

VAT is not payable as the transaction is exempt.

Capital allowances (see CONDITION G16)

No capital allowances are available.

Maintenance agreements (see CONDITION G17)

There are no maintenance agreements.

TUPE (see CONDITION G20)

There are no employees to which TUPE applies.

Environmental (see CONDITION G21)

CONDITION G21 does not apply.

Warranties (see CONDITION G25)

There are no available warranties.

Amendments to the GENERAL CONDITIONS

None.

Extra SPECIAL CONDITIONS

1. On Completion the completion money, together with the Official Copy Fees, Searches Fees and the Buyer's Contribution to Auctioneers Fees on Completion, shall be paid by electronic funds transfer to the Seller's Solicitor's Client Account Number 11122897 at The Royal Bank of Scotland plc, St Ann Street, Manchester (Sort Code 16-00-02) quoting reference: 366282-76/GUTHRA.

2. No later than 7 days prior to Completion the Buyer shall procure that its solicitor shall provide the Seller's Solicitors with details of its SRA registration number and shall confirm that it has taken all steps it believes reasonably necessary to verify the identity of the Buyer and shall provide certified copies of all requisite AML documentation to the Seller on request.

3. If due to default of the Buyer completion does not take place upon the Agreed Completion Date the Buyer shall pay the Seller's Solicitors' reasonable and proper costs (not being less than £250 plus VAT) for preparing and serving a notice to complete and (if appropriate) recalculating the completion statement and any other costs and disbursements reasonably incurred due to such default.

4. The Buyer admits that:-
    a. the Buyer has inspected the Lot and purchases it with full knowledge of its actual state and condition and shall take the Lot as it stands and subject to any matters affecting the Lot (which are discoverable on inspection; and

    b. the Buyer agrees to take the transfer of the Lot solely as a result of its own inspection and investigations and not in reliance upon any advertisement, statement, representation or warranty either written or oral or implied made by the Seller's Solicitors for or on behalf of the Seller; and

    c. no warranty, statement or representation has been made or given to the Buyer that the Lot can be used or developed in any particular way or for any particular purpose and the Seller shall not be liable to the Buyer if the Lot cannot for any reason whatsoever be so used or developed.

5. If the Buyer is an entity which is not incorporated in England, Wales, Scotland or Northern Ireland then on Completion the Buyer shall supply to the Seller a foreign opinion letter in the format required by the Seller's Solicitor duly completed by legal representatives fully authorised and qualified to give legal opinions under the laws of the country in which the Buyer is incorporated.

6. For a period of 12 months following completion, the Seller (and any other persons properly authorised by the Seller) shall subject to complying with the access provisions in the Leases, have the right (and the Buyer shall procure that the Seller has such right by way of making any relevant arrangements with the Tenants) to access the Property for the purposes of progressing the ongoing insurance claim the Seller has with its building insurers provided that the Seller causes as little disruption as reasonably possible when exercising this right.

7. On completion the Seller shall transfer the Retention (being £12,345.23 plus VAT) to the Buyer (which can be done by way of deduction from the Price on the completion statement). The Buyer shall hold and pay Collins (Contractors) Ltd ("**Contractor**") the Retention at the end of the Defects Period (being 7 July 2024) in accordance with the terms of the JCT contract between (1) the Seller and (2) the Contractor under which the Contractor is to carry out structural works to the Property and shall

indemnify the Seller against all costs and claims in respect of any failure to do so. The Buyer shall notify the Seller in writing once the Retention has been paid and provide reasonable evidence of receipt of the Retention by the Contractor. The Buyer shall within 14 days of receipt provide the Seller with the VAT invoice received from the Contractor to enable the Seller to recover the VAT.

TENANCY SCHEDULE

The Lot is sold subject to and with the benefit of the Tenancies listed below:

Property	Date	Original landlord and tenant	Current tenant	Term	Current rent
Flat A, 53 Warminster Road, London SE25 4DQ	31 August 2023	(1) Brymore No 1 Ltd (2) Elizabeth Edward Weeks	Elizabeth Edward Weeks	1 year from 1 September 2023	£1,450
Flat B, 53 Warminster Road, London SE25 4DQ	25 September 2023	(1) Brymore No 1 Ltd (2) Reuben Nicholas Reid-Williams and Rosetta Angelina La Porta	Reuben Nicholas Reid-Williams and Rosetta Angelina La Porta	1 year from 26 September 2023	£1,450
Flat C, 53 Warminster Road, London SE25 4DQ	14 February 2019	(1) Brymore No 1 Ltd (2) Wlodzimierz Umaniec and Chinonye Ifeoma Iroegbulem	Wlodzimierz Umaniec and Chinonye Ifeoma Iroegbulem	14 February 2019 to 31 August 2019. The Tenant is currently continuing to occupy under a contractual continuation tenancy.	£1,100
Flat D, 53 Warminster Road, London SE25 4DQ	25 August 2023	(1) Brymore No 1 Ltd (2) Taneisha Samanta Campbell and Opal Yolanda Mullings	Taneisha Samanta Campbell and Opal Yolanda Mullings	1 year from 26 August 2023	£1,700
Flat E, 53 Warminster Road, London SE25 4DQ	15 September 2023	(1) Brymore No 1 Ltd (2) Colin Brandon Toney	Colin Brandon Toney	1 year from 16 September 2023	£1,100

Flat F, 53 Warminster Road, London SE25 4DQ	11 October 2014	(1) Brymore No 1 Ltd (2) Keren Agyepong-Boateng	Keren Agyepong-Boateng	11 October 2014 to 30 April 2015 . The Tenant is currently continuing to occupy under a contractual continuation tenancy	£1,700
Flat G, 53 Warminster Road, London SE25 4DQ	23 August 2023	(1) Brymore No 1 Ltd (2) James Opeyemi Adekojo	James Opeyemi Adekojo	1 year from 26 August 2023	£1,400