

DATED 10 MARCH 2023

DEED OF SURRENDER

relating to

Land and Buildings at 237 Bexley Road Erith DA8 3EX

between

LONDON & DISTRICT HOUSING LIMITED

and

TOKUNBO RUSI OLAYINKA

CONTENTS

CLAUSE

1. Interpretation..... 2

2. Surrender 3

3. Releases 4

4. Payments..... 4

5. Joint and several liability..... 4

6. Third Party Rights..... 4

7. Governing law 5

8. Jurisdiction 5

This deed is dated

10 MARCH

2023

Parties

- (1) **LONDON & DISTRICT HOUSING LIMITED** incorporated and registered in England and Wales with company number 02738968) whose registered office is at No 3, Hampstead West, 224 Iverson Road, London NW6 2HX (**Landlord**)
- (2) _____ of 75 Jutland House, Little Brights Road, Belvedere DA17 6FG
(**Tenant**)

BACKGROUND

- (A) This deed is supplemental to the Lease.
- (B) The Landlord is now entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease remains vested in the Tenant.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Landlord's Conveyancer or Tenant's Conveyancer (as applicable) at a clearing bank to an account in the name of the Tenant's Conveyancer or Landlord's Conveyancer (as applicable).

HMLR: HM Land Registry.

Landlord's Conveyancer: Quinta Law LLP or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

Lease: a lease of the Property dated 3 May 2016 and made between (1) Shaun Andrew Roper and (2) Tokunbo Rusi Olayinka, and all documents supplemental or collateral to that lease.

Property: Land and Buildings at 237 Bexley Road Erith DA8 3EX as more particularly described in and demised by the Lease.

Tenant's Conveyancer: [_____] or any other conveyancer whose details may be notified in writing from time to time by the Tenant to the Landlord.

VAT: value added tax chargeable in the UK.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to **writing** or **written** includes fax but not email.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this deed) at any time.
- 1.11 References to clauses are to the clauses of this deed.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14 The expressions **landlord covenant** and **tenant covenant** each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.
- 2. Surrender**
- 2.1 In consideration of the Landlord and the Tenant granting the releases contained in clause 3 the Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property and the Landlord accepts the surrender.

2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

3. Releases

3.1 Subject to clause 3.2:

(a) the Landlord releases the Tenant from all the tenant covenants of the Lease and from all liability for any subsisting breach of any of them; [and]

(b) the Tenant releases the Landlord and its predecessors in title and any other person that was at any time entitled to the immediate reversion to the Lease from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them.

3.2 The releases set out in clause 3.1(a) and clause 3.1(b) are conditional upon the surrender of the Lease pursuant to clause 2.1 taking effect so that, if the surrender of the Lease pursuant to clause 2.1 does not take effect for any reason whatsoever, the releases set out in clause 3.1(a) and clause 3.1(b) shall also not take effect.

4. Payments

4.1 On completion of this deed, the Tenant shall, by Electronic Payment, pay to the Landlord all sums due under the Lease up to, and including, completion of this deed, to the extent that such sums have not already been paid.

5. Joint and several liability

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this deed. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant without affecting the liability of any other of them.

6. Third Party Rights

6.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

6.2 A third party given the benefit of a release in clause 3.1 is entitled to enforce such right. The rights of the parties to this deed to rescind or vary it are not subject to the consent of any other person.

7. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

8. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
LONDON & DISTRICT HOUSING LIMITED
acting by a director
in the presence of

No. 3 HAMPSTEAD WEST

224 IVERSON ROAD

LONDON NW6 2HX

Address

FINANCE MANAGER

Occupation

Executed as a deed by

in the presence of

.....
Signature

.....
Name

.....

.....

.....
Address

.....
Occupation

