

DATED

5th July

2001

MOIZ LEVI

and

JACOB AZOORI EZAIR

and

NATIONWIDE BUILDING SOCIETY

D E E D

relating to

8 and 10 Hastings Avenue and

4 and 6 Hastings Avenue Chorlton-cum-Hardy

Manchester



SOLICITORS

376 Palatine Road

NORTHENDEN

Manchester M22 4FZ

DX 29385 NORTHENDEN

(Ref : JAL/MK/LEV009/1)

CERTIFIED A TRUE COPY
OF THE ORIGINAL THIS

4 DAY OF July 2001
MYERS LISTER PRICE

[Handwritten signature]

H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1986

COUNTY AND DISTRICT: : **Manchester, Greater Manchester**

TITLE NUMBERS : **LA231014 (1) LA12659 (2)**

PROPERTY : **8 and 10 Hastings Avenue,
Chorlton-cum-Hardy (1)
and 4 and 6 Hastings Avenue,
Chorlton-cum-Hardy (2)**

DATE : **3rd July 2001**

PARTIES

Dr Levi	Moiz Levi of 44 Gibwood Road, Northenden, Manchester, M22 4BS
Mr Ezair	Jacob Azoori Ezair of Norbuck House, 24 Buckhurst Road, Levenshulme, Manchester
Mortgagee	Nationwide Building Society of Nationwide House, Pipers Way, Swindon, SN38 1NW

RECITALS

1. Mr Ezair has prior to the date of this Deed entered Dr Levi's Property and has fenced off part of Dr Levi's Property as if it were that of Mr Ezair the extent of such land being shown edged in blue on the Plan for identification purposes only.
2. Mr Ezair and Dr Levi have agreed to enter into this deed in order to record an agreement between them and the Mortgagee as holder of a charge over Mr Ezair's Property has agreed to join in this Deed to give consent to what is contained in it.

OPERATIVE PROVISIONS

1. Definitions
 - 1.1 Unless the contrary intention appears, the following definitions apply:

Dr Levi -	includes the successors in title to Dr Levi's Property
Dr Levi's Property -	the land and buildings comprised in title number LA12659 and known as 4 & 6 Hastings Avenue, Chorlton-cum-Hardy
Mr Ezair -	includes the successors in title to Mr Ezair's Property
Mr Ezair's Property -	the land and buildings comprised in title number LA231014 and known as 8 and 10 Hastings Avenue, Chorlton-cum-Hardy



Plan - the plan annexed to this Deed

The A Rights the right at any time after the date of this Deed to pass on and over the area of land coloured yellow on the Plan (on Dr Levi's Property) by foot or by car only for the purpose of access to and egress from the rear of Mr Ezair's Property

The B Rights (1) the right at any time after the date of this deed to pass on and over the area of land shown coloured green on the Plan (on Mr Ezair's Property) by foot or by car for the purposes only of access to and egress from the rear of Dr Levi's Property

(2) to enter upon Mr Ezair's Property with or without Dr Levi's employees servants or agents to demolish the fence erected by Mr Ezair between Mr Ezair's Property and Dr Levi's Property between the points marked A, B, C & D on the Plan and to carry out any works that Dr Levi may wish to Dr Levi's Property

1.2 Any obligation on a party to this Deed to do any act includes an obligation to procure that it is done.

1.3 Where a party is placed under a restriction in this Deed, the restriction includes the obligation on that party not to permit the infringement of the restriction by any person

1.4 References to "liability" include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.

1.5 The clause headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer

1.6 Unless the contrary intention appears, references to numbered clauses are references to the relevant clause in this Deed

1.7 Words in this Deed denoting the singular include the plural meaning and vice versa

1.8 When at any time the party of the second part to this Deed is two or more persons the expression "the Grantee" includes the plural number and obligations in this Deed expressed or implied to be made with or by the Grantee are to be treated as made with or by such individuals jointly and severally.

2. Granting Rights and Reciprocal Rights

2.1 In consideration of the said agreement Dr Levi grants the A Rights to Mr Ezair with full title guarantee for the benefit of Mr Ezair's Property in fee simple

2.2 In consideration of the said agreement Mr Ezair grants the B Rights to Dr Levi and anyone authorised by him with full title guarantee for the benefit of Dr Levi's Property in fee simple

3. Covenants

- (A) For the benefit and protection of Dr Levi's Property or any part or parts thereof and so as to bind so far as may be Mr Ezair's Property into whosoever hands the same may come Mr Ezair hereby covenants with Dr Levi that Mr Ezair and the persons deriving title under him will at all times after the date of this Deed perform the restrictions set out below:-
- 3.1 Not to use, park on, obstruct or in any way have any benefit over that part of Dr Levi's Property as is edged blue on the Plan and to use his best endeavours to ensure that any tenant of his or any other occupier of Mr Ezair's Property also complies with this restriction.
- 3.2 To ensure the above is complied with Mr Ezair will after the date of this Deed erect and forever maintain a clear and legible sign advising any tenant visitor or occupier of Mr Ezair's Property for the time being not to park on, obstruct or in any way have any benefit over the area referred to in 3.1 above.
- (B) For the benefit and protection of Mr Ezair's Property or any part or part thereof and so as to bind so far as may be Dr Levi's Property into whosoever hands the same may come Dr Levi hereby covenants with Mr Ezair that Dr Levi and the persons deriving title under him will at all times after the date of this Deed perform the restrictions set out below :-
- 3.3 Not to use, park on or obstruct Mr Ezair's Property save as set out in the A Rights.
- 3.4 Not to remove the fence which runs from 'X' to 'Y' on the Plan.

4. Agreements

- 4.1 Dr Levi and Mr Ezair agree within ten working date of the date of this Deed to lodge the land certificates to title numbers LA12659 and LA231014 at HM Land Registry to enable the Chief Land Registrar to enter notices of the A Rights and the B Rights in the registers of those title numbers on the request of Dr Levi and Mr Ezair and to enter the covenants in the register of title number LA231014 on the request of Dr Levi.
- 4.2 Mr Ezair undertakes to pay Dr Levi's surveyors and solicitors costs and disbursements together with Value Added Tax in respect of the work undertaken by Dr Levi's solicitor and generally the negotiations and preparation and completion and registration of this Deed provided that the maximum sum payable thereunder is £1,500 inclusive of VAT and disbursements.
- 4.3 In relation to the fence erected by Mr Ezair between the points 'X' and 'Y' on the Plan the parties agree that:-
- (i) Dr Levi shall keep his side of the fence maintained
 - (ii) Mr Ezair will keep his side of the fence maintained
 - (iii) If this part of the fence is damaged by Mr Ezair or his servants or agents or licensees, Mr Ezair will repair the damage at his own cost

- (iv) If this part of the fence is damaged by Dr Levi or his servants or agents or licensees, Dr Levi will repair the damage at his own cost
- (v) If this part of the fence is damaged by unknown persons or due to adverse weather conditions, each party shall share the cost of the repair of the damage

5. **Mortgagee Consent**

The Mortgagee hereby consents to the grant by Mr Ezair of the B Rights the imposition of the covenants on Mr Ezair's Property and to Mr Ezair entering into this Deed.

6. **Certificate of Value**

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £60,000.

EXECUTED AS A DEED
by MOIZ LEVI in the
presence of:-

Moiz Levi

*376 P. Altham Rd
New Heald
Nether
Sunder*

EXECUTED AS A DEED
by JACOB AZOORI EZAIR
in the presence of:-

*As Neary
39 Westcott Avenue
Widnington
Manchester M20 1EU
ADMINISTRATOR*

THE COMMON SEAL of
NATIONWIDE BUILDING SOCIETY
was hereunto affixed in the
presence of:-

[Signature]
By authority of the Board of Directors

Director: 171025

Secretary: