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# I CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL [S-03-2017 SATNAM BHOGAL SOLICITOR



## PRESCRIBED CLAUSES

PRESC	RIBED CLAUSES		
LR1	Date of Lease		17 Mad 2017
LR2.	Title number(s)	LR2.1	Landlord's title number(s) BGL77545
		LR2.2	Other title numbers N/A
LR3.	Parties to this Lease	Landlord The Mayor and Burgesses of the London Borough of Havering Town Hall, Main Road, Romford, RM1 3BD ("the Lessor(s)") in accordance with the Lease	
		of 19	Evelyn Bowers and Geoffrey William Hardy Nazeing Walk Rainham RM13 7YL ("the ") in accordance with the Lease
LR4.	Property	In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.	
		The Pro	perty is defined in the First Schedule
LR5.	Prescribed statements etc.	LR5.1	None
		LR5.2	This lease is made under, or by reference to, provisions of Housing Act 1985
LR6.	Term for which the Estate is leased	The term specified in this Lease in Clause 2	
LR7.	Premium	£86,100	
LR8.	Prohibitions or restrictions on disposing of this Lease	This Lease contains a provision that prohibits or restricts dispositions.	
LR9.	Rights of acquisition etc.	LR9.1	Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land.
			None.
		LR9.2	Tenant's covenant to (or offer to) surrender this Lease.
			None.
		LR9.3	Landlord's contractual rights to acquire this Lease.
			Clause 28 of The Fourth Schedule
	· · · · · · · · · · · · · · · · · · ·		

LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Estate	None.	
LR11.	Easements	LR11.1	Easements granted by this Lease for the benefit of the Property.
			The easements as set out in the Second Schedule
		LR11.2	Easements granted or reserved by this Lease over the Property for the benefit of other Property.
			The easements as set out in the Third Schedule
LR12.	Estate rentcharge burdening the Estate	None.	·
LR13.	Application for standard form of restriction	The Parties to this Lease apply to enter the following standard form of restriction :-	
·		before[ registered registered	fer or lease of the registered estate dated  ] by the proprietor of the d estate or by the proprietor of any d charge is to be completed by registration companied by
		Bu Ha wii Ho lea	certificate given by The Mayor and irgesses of the London Borough of avering that the transfer or lease complies the the requirements of S156A of the busing Act 1985 or that the transfer or ase is an exempted disposal or is not a evant disposal or
		tha rev pe and the Ho	certificate given by a person who confirms at he is the person in whom the versionary interest is now vested (if that rson is not the original disposing authority) of that the transfer or lease complies with a requirements of section 156A of the using Act 1985 or is either an exempted posal or is not a relevant disposal"
_R14.	Declaration of trust where there is more than one person comprising the Tenant	[The Tena	t all inapplicable statements] Int is more than one person. They are to Property on trust for themselves as joint

Or
[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]
Or
[The Tenant is more than one person. They are to hold the Property on trust [

## **H M LAND REGISTRY LAND REGISTRATION ACTS 1925 to 2002** LEASE OF PART

County and District:

Havering

Title No:

BGL77545

Address:

19 Nazeing Walk Rainham RM13 7YL

Block No:

19-35 Nazeing Walk

Estate No:

Nazeing Walk

THIS LEASE is made the

Thirteet day of Mcch Two Thousand and Sixteen Schele

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING (hereinafter called "the Lessor(s)") of Town Hall, Main Road, Romford, RM1 3BD (hereinafter called "the Registered Office") of the one part and Tracey Evelyn Bowers and Geoffrey William Hardy of 19 Nazeing Walk Rainham RM13 7YL (hereinafter called "the Lessee") of the other part

#### WHEREAS

- (1) The Lessor is seized for an estate in fee simple of (inter alia) the land comprised in the Lessors above mentioned title (hereinafter called "the Estate") together with the building (hereinafter called "the Building") comprising flats and maisonettes (or either of them) erected thereon or upon some part thereof and is registered at H M Land Registry as proprietor with absolute freehold title of the land comprised in the above mentioned title of which the Estate forms part
- (2) The Lessor in exercise of its powers under the Housing Act 1985 (hereinafter referred to as "the Act") has agreed to grant to the Lessee a Lease of the flat hereinafter described (and forming part of the Building) and of which he is presently a secure tenant within the meaning of that expression as used in the Act and who has given the Lessors notice claiming to exercise his right to buy under Part V of the Act upon the terms and conditions hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

- 1. In this Lease save as otherwise provided or unless the context otherwise requires:-
- 1.1 "Commencement Date" means the date hereof
- "Common Parts" means the areas and amenities in the Building and the Estate available for use in common by the tenants and occupiers of the Building and the Estate and all persons expressly or by implication authorised by them including (if any) the pedestrian ways forecourts car parks loading bays service roads landscaped areas and gardens entrance halls landings lifts lift-shafts staircases passages entry system and areas designated for drying clothes and the keeping and collecting or refuse but not limited to them
- 1.3 "Conduits" means pipes sewers drains mains ducts conduits gutters watercourses wires cables laser optical fibres data or impulse transmission systems or reception systems (including systems for the reception of television and radio transmissions) channels flues and all other conducting media (and including any fixtures louvers cowls covers and other ancillary apparatus) and any of them
- 1.4 "Dwellings" shall mean the flats and maisonettes (or either of them) contained within the Building
- 1.5 "Interest Rate" means the rate of 4% per year above the base lending rate of Barclays Bank plc or such other bank as the Lessor from time to time nominates in writing or if it shall cease to be practicable to ascertain the Interest Rate in this way the Interest Rate shall mean such equivalent rate as the Lessor may reasonably determine
- 1.6 "Lessee" shall include all the persons whose names appear at the commencement hereof and their successors in title and assignees
- 1.7 "Plan" means the plan(s) annexed hereto
- 1.8 "Lessor(s)" includes the person or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
- "Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and all statutes and regulations included by virtue of clause 13

- 1.10 "VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Lessee are exclusive of VAT
- 2. In consideration of the sum of EIGHTY SIX THOUSAND ONE HUNDRED POUNDS (£86,100) now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor with full title guarantee HEREBY DEMISES unto the Lessee ALL THAT the premises (hereinafter called "the Demised Premises") described in the First Schedule hereto TOGETHER WITH the rights and easements mentioned in the Second Schedule hereto but EXCEPT AND RESERVING unto the Lessor as set out in the Third Schedule hereto TO HOLD the same unto the Lessee for a term of (hereinafter called "the said Term") 125 years from the Commencement Date YIELDING AND PAYING therefor during the said term
  - 2.1.1 the yearly rent of TEN POUNDS (£10) payable in advance by equal quarterly payments in advance on the four usual quarter days in England each year and so proportionately for any period less than a year the first of such payments to be made on the execution hereof (receipt of which is hereby acknowledged) and
  - 2.1.2 by way of further or additional rent all moneys due to the Lessor by virtue of the provisions of Clause 3 hereof
- 3. The Lessee HEREBY COVENANTS with the Lessor that the Lessee will at all times during the said term pay to the Lessor an amount to be calculated in accordance with and in the manner prescribed by the provisions of the Seventh Schedule hereto in respect of the provisions by the Lessor of the services and other things mentioned in the Eighth Schedule hereto
- 4. The Lessee HEREBY COVENANTS with the Lessor to pay the said rents at the times and in manner aforesaid without any deduction
- 5. The Lessee HEREBY COVENANTS with the Lessor and (as a separate covenant) with the existing and future lessees of the other Dwellings to the intent that the same shall be enforceable by the Lessor and by such lessees as aforesaid (or any of them)



inter se whether jointly or severally at all times during the term to observe and perform the covenants and regulations specified in the Fourth and Fifth Schedules hereto

- 6. The Lessor HEREBY COVENANTS with the Lessee as follows:-
- The Lessee paying the rents hereby reserved and observing and performing all and singular the covenants conditions restrictions obligations and agreements herein contained and on his part to be observed and performed shall peaceably hold and enjoy the Demised Premises and the rights and easements hereby granted during the said term without any interruption by the Lessor or any person lawfully claiming through under or in trust for the Lessor
- 6.2 Subject to payment being made by the Lessee in manner provided by Clause 3 hereof and the Seventh Schedule hereto to perform the obligations specified in the Eighth Schedule hereto
- 6.3 That the Lessor in its absolute discretion at the request of the Lessee and subject to payment by the Lessee of (and provision beforehand of security for) the costs of the Lessor on a complete indemnity basis may enforce any covenants conditions and regulations entered into by a lessee of any dwelling in the Building with the Lessor

## 7. IT IS HEREBY AGREED AND DECLARED as follows:-

- 7.1 That the Lessor shall be entitled to employ or appoint upon such terms and for such remuneration as the Lessor may in its absolute discretion think fit such architects surveyors solicitors accountants managing agents builders and any other person firm or company as the Lessor may deem expedient for the purposes of or in connection with the provision of services and other things (as the same are more particularly defined in the Eighth Schedule hereto) and the undertaking of any or all of the functions responsibilities and obligations of the Lessor under this Lease or imposed by law
- 7.2 That the Lessor shall not be liable or responsible for any damage injury or loss suffered by the Lessee or any other person howsoever arising out of the failure by the Lessor to perform any of the obligations or to supply any of the services herein provided for or through the default neglect or misconduct of any person employed in connection with the Estate or the Building (except insofar as any such liability may be

covered by insurance effected by the Landlord) AND PROVIDED NEVERTHELESS that any failure on the part of the Lessor to perform such obligations or supply such services shall not release or in any way exonerate the Lessee from complying performing or observing all or any of the covenants or obligations on his part herein contained

- 7.3 That the Lessor shall be at liberty but shall not be bound to provide all or any of the services and other things specified in the Eighth Schedule hereto and shall have power at its discretion to alter the arrangement of the Common Parts provided that after such alteration the access to and amenities of the Demised Premises are not substantially less convenient than before
- 7.4 That the Lessor shall be at liberty to fund the cost of any major capital repairs replacements renewals and alterations which the Lessor is by virtue of the provisions of Clause 7.3 hereof obliged so to do and such and the like repairs replacements renewals and alterations which by virtue of the provisions of Clause 7.3 hereof the Lessor is at liberty so to do and any moneys provided by the Lessor out of its own funds shall for the purposes of sub-clause 1.2 of the Sixth Schedule hereto be regarded as moneys borrowed by the Lessor from a third party and the Lessor shall be liable for payment of interest and charges accordingly and shall be entitled to recover the same as if they were moneys expended under the said sub-clause 1.2 of the Sixth Schedule hereto
- 7.5 Every internal wall separating the Demised Premises from any other part of the Building shall be a party wall severed medially

7.6

- 7.6.1 If and whenever the Estate or any part of it is damaged or destroyed by one or more of the insured risks so that the Demised Premises is unfit for habitation and use or so that access cannot be obtained to the Demised Premises and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessor or anyone at the Estate expressly or by implication with his authority and under his control then the provisions of the paragraph 7.6.2 below are to have effect
- 7.6.2 In the circumstances mentioned in paragraph 7.6.1 above the rents or a fair proportion of the rents according to the nature and the extent of the damage sustained will cease to be payable until the end of 3 years from the destruction or damage the suspension will end earlier if before the end

of that period the Estate has been rebuilt or reinstated so as to render the Demised Premises fit for habitation and use or so as to enable access to be obtained to the Demised Premises the proportion of the rents suspended and the period of the suspension are to be determined by an independent surveyor appointed by the Lessor the surveyor acting as an expert and not as an arbitrator

- 8. If and whenever any of the rents hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally or legally demanded or not) or if and whenever the Lessee shall fail or neglect to observe and perform all and singular the covenants conditions restrictions regulations obligations and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessor or any person or persons authorised by the Lessor in that behalf to re-enter the Demised Premises or any part thereof in the name of the whole and to repossess and again enjoy the Demised Premises as in their first and former state notwithstanding anything herein contained to the contrary and thereupon the term hereby granted shall cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of an antecedent breach of any of the covenants conditions restrictions regulations obligations and agreements on the part of the Lessee herein contained
- 9. The Lessee hereby agrees with the Lessor that the consideration hereinbefore mentioned has been calculated in accordance with the relevant provisions of the Housing Act 1985 after deduction of the sum of ONE HUNDRED AND THREE THOUSAND NINE HUNDRED POUNDS (£103,900) to which the Lessee is entitled by way of discount (hereinafter called "the Discount") under the provisions of the Housing Act 1985
- Any notice under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left addressed to the Lessee or sent to him by recorded delivery post at the Demised Premises and any notice to the Lessor shall be deemed to be sufficiently served if addressed to the authorised officer of London Borough of Havering and delivered to him personally or sent to him by recorded delivery post or left at Chippenham Road, Romford RM3 8YQ

- 11. Nothing in this Lease is intended to confer any benefit on any person who is not a party to it or who is not the Lessor or the Lessee for the time being
- **12.** Any covenant by the Lessee not to do anything includes an obligation not to permit or suffer that thing to be done by another person
- 13. References in this Lease to any statutes or statutory instruments include any statute or statutory instrument amending consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it
- 14. The obligations of joint Lessees shall be joint and several
- **15.** Words importing only the masculine gender shall include the feminine and the singular shall include the plural
- 16. It is hereby further certified that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the parties hereto have executed this document as a deed the day and year first before written

## THE FIRST SCHEDULE hereinbefore referred to THE DEMISED PREMISES

- The flat situate on the Ground floor of the Building and known as 19 Nazeing Walk
   Rainham RM13 7YL being shown hatched black on the Plan
- 2. The flat includes:-
- 2.1 The surface of the floor above or upon the joists slabs or beams including the membranes to which the surface of the floor is attached affixed or rendered together with any infill insulation material in the void between the said surface of the floor and the joists slabs or beams thereunder together with the surface (so far as aforesaid) of

- any balcony belonging to or enjoyed exclusively by the flat
- 2.2 The ceiling including the membranes and any infill insulation material in the void up to the joists slabs or beams to which the ceiling is attached affixed or rendered
- 2.3 The surface of the load bearing or structural walls or partitions whether bounding or wholly within the flat back to the brick block slab or frame (whether the same is of timber construction) to which the surface of the walls or partitions (as the case may be) is attached affixed or rendered together with all non structural or non load bearing walls
- 2.4 All internal access ways and pipes wires conduits and cables which are laid in any part of the Building and which serve exclusively the flat
- 2.5 All fixtures and fittings in or about the flat (other than tenant's fixtures and fittings) and not hereinafter expressly excluded
- 2.6 The doors and door frames within the flat together with the interior and exterior surfaces of all doors and door frames and the windows (including all glass therein)
- 2.7 The porch area situated immediately adjacent to the flat including the attachments (if any) to the ceiling and such of the like surfaces of the floor ceiling and walls are expressly included in the description of the flat but excluding such matters as are therein expressly excluded
- 3. The flat excludes:-
- 3.1 All the horizontal and vertical joists slabs and beams and load-bearing or structural walls or partitions (whether internal or external) except such of the surfaces thereof and fittings therein as are expressly included
- 3.2 All pipes wires cables and conduits plant and machinery other than those which serve exclusively the flat
- 3.3 The roof foundations external walls and all other structural parts of the Building

## THE SECOND SCHEDULE hereinbefore referred to RIGHTS AND EASEMENTS GRANTED

In addition to all other rights and easements implied by law or conferred by this deed this Lease shall include the following rights:-

- The right for the Lessee (in common with the Lessor and the occupiers of other Dwellings and all other persons entitled to the like right) at all times to use the Common Parts (but save and excepting all car parking spaces and any disabled parking spaces being intended for the sole use of such parking as the Lessor may specify) for all purposes incidental to the occupation and enjoyment of the Demised Premises (but not further or otherwise)
- 2. For the Lessee his servants agents workmen or contractors upon giving to the Lessor and other the owner or occupier of any dwelling in the Building seven days written notice (except in the case of emergency) to enter upon such dwelling or any part or parts thereof for the purpose of repairing maintaining or renewing any part of the Demised Premises including such of the cables pipes wires and conduits now laid or hereafter to be laid in or upon the Building or any part thereof the benefit of which is exclusively enjoyed by the Demised Premises PROVIDED ALWAYS that the Lessee shall as soon as reasonably practicable make good any damage caused to the dwelling (or any services enjoyed thereby) in and about the exercise of the right
- 3. For the Lessee (in common with the Lessor and the occupiers of other Dwellings and all other persons having the like right) at all times and for all purposes incidental to the Lessee's use occupation and enjoyment of the Demised Premises:-
- 3.1 to enjoy the benefit of any covenant or agreement entered into with the Lessor by the occupier of any other Dwellings for the observance of regulations and covenants similar to those covenants specified in the Fourth and Fifth Schedules hereto
- 3.2 To use for the passage and running of gas electricity water steam air telephone communications and soil from and to the Demised Premises or such part or parts thereof as presently enjoy the benefit thereof the Conduits belonging to the Lessor now laid or hereafter to be laid (and intended to be used and enjoyed by the Demised Premises in common or any part thereof)
- 3.3 To make connection to any common television aerial or cable service equipment now or hereafter to be installed in or upon the Building subject to the Lessee complying

with the relevant provisions of any agreement from time to time made between the Lessor and the person or body installing supplying or maintaining the same and any rules which the Lessor may in its absolute discretion make from time to time in respect thereof (and also paying to the Lessor or any such person or body such rent or charge as the Lessor or such person or body may require in respect thereof)

- 3.4 the right of support (as presently enjoyed) for the Demised Premises from the land on which the Building stands and all adjoining and neighbouring land of the Lessor and of support shelter and protection for the Demised Premises from all other parts of the Building capable of providing the same
- 3.5 The right to use the gardens of the Estate (if any) provided by the Lessors for the enjoyment and reasonable recreation by the Lessee his family and guests but not so as to cause nuisance and annoyance to others PROVIDED THAT the Lessee shall not be entitled to use the Estate gardens if a garden is included in the Demised Premises
- 3.6 The right on foot only over and along the footpath coloured green on the Plan for the purposes of access to and egress from the Demised Premises

#### PROVIDED ALWAYS:-

- 4. That nothing in this Schedule hereinbefore contained shall restrict or interfere with the right of the Lessor to install and maintain in the Building or elsewhere on the Lessor's Estate (the Lessor making good any damage to the Demised Premises occasioned thereby) such apparatus or equipment as the Lessor may from time to time deem necessary as desirable;
- 4.1 for the purpose of preventing or restricting access by unauthorised persons to the Building or any other part of the Lessor's Estate
- 4.2 for the purpose of fire detection prevention warning or extinguishment
- 4.3 for the purpose of effecting repairs improvements and other building works to the Building or any part thereof or any neighbouring or adjoining Estate of the Lessor
- 4.4 for the purpose of developing any land adjacent to the Building
- That nothing hereinbefore contained or embodied in any legislation for the time being shall be deemed to restrict or interfere with the manner in which the Lessor may deal

with any Estate belonging to it and adjacent to or adjoining the Building and the Lessee shall not be entitled to any right to the access of light and air to the Demised Premises which might diminish restrict or interfere with the development of any such land

## THE THIRD SCHEDULE hereinbefore referred to EXCEPTIONS AND RESERVATIONS

Except and Reserving (in addition to all other rights impliedly reserved by law or expressly reserved by this deed) unto the Lessor:-

- The right for the Lessor by its servants agents workmen or contractors upon giving to the Lessee seven days written notice (except in the case of emergency) to enter upon the Demised Premises or any part or parts thereof for the purposes carrying out its obligations under this Lease including:-
- 1.1 of inspecting the Demised Premises to ascertain whether the Lessee has complied with all of the repairing and redecorating covenants on his part contained in this Lease
- of inspecting repairing replacing improving maintaining decorating or renewing any part of the Building or any other building or structure of which the Demised Premises form part (whether hereby demised or not) including all Conduits now laid or hereafter to be laid in or upon the Building or of any other building or structure so far as aforesaid or any part thereof
- 1.3 of laying or installing any Conduits other than those existing at the commencement of the term hereby granted
- The right for the Lessor by its servants agents workmen or contractors at any time or times upon giving to the Lessee seven days written notice (except in cases of emergency) to rebuild construct or alter the Building and any other building or structure of which the Demised Premises form part or any part thereof or any buildings adjoining or adjacent to the same or to erect any new buildings on any land so adjoining or adjacent in such manner as the Lessor may think fit notwithstanding:-

- 2.1 that the access of light and air to the Demised Premises may thereby be interfered with or become restricted or
- 2.2 that the Lessee may suffer nuisance and annoyance during the carrying out of such work or
- 2.3 any provision to the contrary or restricting the exercise of such rights whether herein contained or implied or embodied in any legislation for the time being in force
- The right for the Lessor by its servants agents workmen or contractors and any person or persons authorised by the Lessor upon giving to the Lessee seven days written notice (except in cases of emergency) to enter upon the Demised Premises or any part or parts thereof for the purpose of inspecting repairing testing maintaining removing or renewing such common television aerial or cable service equipment referred to in Clause 3.3 of the Second Schedule hereto

PROVIDED ALWAYS that the Lessor shall by its servants agents workmen or contractors as soon as reasonably practicable make good any damage caused to the Demised Premises (or any services enjoyed thereby) in and about the exercise of any of the rights contained in Clause 1 2 and 3 of this Schedule

- 4. The right of passage and running of gas electricity water steam air telecommunications and soil from and to the remainder of the Building or the Estate or any part thereof in through and along the Conduits now laid or hereafter to be laid in or upon the Demised Premises or any part or parts thereof and all such rights as may be required by any drainage services or other authority in connection with any sewers drains or other services and the right of the Lessor to grant to such authorities all easements wayleaves licences rights and privileges needed in connection with the services usually provided or maintained by them
- The right (as presently enjoyed) of support shelter and protection from the Demised Premises for all other parts of the Building capable of enjoying the same
- 6. The right to erect scaffolding for any purpose connected or related to the Building even if it restricts access to or the use and enjoyment of the Demised Premises but not so as to prevent such access use and enjoyment

7. The rights as referred to in the Lessor's title

## THE FOURTH SCHEDULE hereinbefore referred to THE LESSEE'S COVENANTS WITH THE LESSOR

1.

- 1.1 To pay and discharge all existing and future rates taxes duties charges assessments impositions and other outgoings of whatsoever nature (whether imposed by statute or otherwise and whether of a national or local character) now or at any time payable in respect of the Demised Premises or any part thereof or by the owner or occupier thereof
- 1.2 To pay a fair proportion to be determined by the Lessor of such and the like outgoings as mentioned in the last preceding clause hereof which may be payable from time to time in respect of the Building or the Estate and any other building or structure of which the Demised Premises form part the use or amenity of which is enjoyed by the Lessee in common with any other person or body
- 2. The Lessee must pay interest at the Interest Rate on any of the rents or other sums due under this Lease that are not paid within 14 days of the date due whether formally demanded or not and nothing in this clause is to entitle the Lessee to withhold or delay any payment of the rents or any other sum due under this Lease or affect the rights of the Lessor in relation to any non payment
- 3. To pay for all gas electricity telecommunications and other services consumed or other illuminant or source of power or heat consumed on the Demised Premises and all charges for the hire of meters and other equipment in respect thereof and to observe all regulations and requirements made from time to time by the relevant statutory undertakers and suppliers
- 4. The Lessee must not use the Demised Premises for any purpose other than as a single private residence in occupation of one household and the garage (if any) as ancillary to the occupation of the Demised Premises

5.

- 5.1 To keep the Demised Premises including the interior of the Demised Premises and the glass in the windows and doors (if any) of the Demised Premises and the interior faces (including plaster and other internal covering or lining and any floor boards tiling and screeding) of the walls ceilings and floors of the Demised Premises and all Conduits radiators and water and sanitary apparatus and gas and electrical apparatus of the Demised Premises and all pipes drains and wires which are in the Demised Premises and are enjoyed or used only for the Demised Premises and not for other premises in the Building and the fixtures and appurtenances of and belonging to the Demised Premises clean and in good and substantial repair and condition damage (except in respect of damage by risks insured under unless the insurance money is irrecoverable by reason of any act or default of the Lessee) and to keep any garden area included within the Demised Premises (if any) tidy and properly cultivated and to maintain and repair in good and substantial condition the fences marked with inward facing "T" marks (if any) on the Plan belonging to the **Demised Premises**
- 5.2 Once in every seventh year of the said term and in the last year of the said term (howsoever determined) to paint in a proper and workmanlike manner all the inside wood usually painted with a good quality paint and also with every such internal painting to grain varnish stop whiten and colour all such parts as have previously been or are usually so dealt with and to repaper with suitable paper of as good quality as that in use at the commencement date the parts usually papered
- 6. To permit the Lessor by its servants agents workmen or contractors at all reasonable times and upon seven days written notice (except in the case of emergency) to enter and view the Demised Premises for the purpose of examining the condition thereof and in case any defects disrepair unauthorised alterations or additions shall then be found for which the Lessee is responsible the Lessee shall in a workmanlike and proper manner and to the entire satisfaction of the Lessor execute all repairs works replacements and removals of which notice shall have been given to him in writing within twenty eight days of the service of such notice and if the Lessee shall not proceed diligently with the execution of such repairs works replacements or removals within the said period of twenty eight days the Lessee shall permit the Lessor by its servants agents workmen or contractors to enter upon the Demised Premises and execute the same and all costs incurred by the Lessor in and about the same shall be a debt due to the Lessor from the Lessee and shall be forthwith recoverable by action

7. Permit the Lessors and their authorised surveyors or agents with or without workmen and others at all reasonable times on notice (but immediately in the event of an emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of repairing any part of the Estate or Building or any adjoining or contiguous premises and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains pipes cables watercourses gutters wires party structures or other conveniences belonging to or serving or used for the Estate or any adjoining or contiguous premises and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables for similar purposes the Lessors making good all damage thereby occasioned to the demised premises

8.

- 8.1 Not to use such part of the Demised Premises which comprises the shed (if any) otherwise than for the storage therein of gardening implements and machinery and general domestic appliances
- 8.2 Not to use such part of the Demised Premises which comprises the garden (if any) otherwise than as garden land and to keep the same well cultivated and in a clean and tidy condition
- 8.3 To provide carpets or such other suitable floor coverings to the floors of the Demised Premises
- 9. To execute and do at the expense of the Lessee all works and things as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Demised Premises or any part of the Demised Premises provided that the Lessee shall not be liable by virtue of this Clause to execute or do any works which fall within the scope of the Eighth Schedule
- 10. Not to and not to permit anyone else who lives in or visits the Demised Premises to:-
  - 10.1.1 do anything which causes or is likely to cause offence to any other person residing in or visiting the neighbourhood including the Lessor's agents employees or contractors because of his or her race or colour nationality

- ethnic or national origin religion gender sexual orientation age disability appearance marital or employment status
- 10.1.2 use threatening violent or aggressive language or behaviour against any other person residing in or visiting the neighbourhood including the Lessor's agents employees or contractors; or
- do anything which causes or is capable of causing nuisance annoyance or disturbance to the owners tenants or other occupiers of other flats in the neighbourhood or visitors to these including the Lessor's agents employees or contractors or to persons engaged in lawful activity in the neighbourhood or to use the Common Parts or the Building so as to cause any such nuisance annoyance or disturbance

11.

#### 11.1 Not to:

- 11.1.1 make any alterations or additions to the exterior of the Demised Premises;
- 11.1.2 make any structural alterations or structural additions to the interior of the Demised Premises:
- 11.1.3 erect any new buildings on the Demised Premises;
- 11.1.4 in any way interfere with the outside of the Building; or
- 11.1.5 remove any of the Landlord's fixtures from the Demised Premises or where the Building is served by a communal or district heating scheme to alter add to renew or replace in any manner the appliances for the provision of heating and hot water to the Demised Premises from time to time provided by the Lessors
- 11.2 Not to make any alteration or addition of a non-structural nature to the interior of the Demised Premises without the previous written consent of the Landlord (such consent not to be unreasonably withheld)
- 12. Not to do or permit or suffer to be done any act or thing whereby the Lessor's policy or policies of insurance in respect of the Building or the Estate or any part thereof may be or become void or voidable or whereby the rate of premium may be increased and to repay to the Lessor all costs and expenses incurred by the Lessor in and about the renewal of such policy or policies together with the policy or policies rendered necessary by a breach by the Lessee of this covenant and such costs and

expenses shall be recoverable by the Lessor as if they were rent in arrear and to pay the relevant excess (if any) on any claim in the event of damage to the Demised Premises by an uninsured risk

- 13. To indemnify and keep indemnified the Lessor from and against all legal liability in respect of all loss damage actions proceedings claims demands costs damages liability and expenses in respect of any injury to or the death of any person or damage to any Estate moveable or immovable or the infringement disturbance or destruction of any right easement or privilege or otherwise by reason of or arising in any way directly or indirectly out of
  - 13.1.1 the repair state of repair condition existence or any alteration to or to the user of the Demised Premises or
  - 13.1.2 anything now or hereafter attached to or projecting from the Demised Premises and
  - 13.1.3 objects thrown or falling or dropped from the Demised Premises AND from all proceedings costs claims and demands of whatsoever nature in respect of any such liability or alleged liability
- 14. Forthwith upon becoming aware of the same to give notice in writing to the Lessor of any defect in the state of the Demised Premises which would or might give rise to an obligation on the Lessor to do or refrain from doing any act or thing in order to comply with the duty of care imposed on the Lessor pursuant to the Defective Premises Act 1972 and indemnify and keep indemnified the Lessor from and against any losses claims actions or demands arising from such defect in the state of the Demised Premises from a failure to give such notice and at all times to display and maintain all notices (including the wording thereof) which the Lessor may with the previous approval of the Lessee as far as wording and positioning thereof is concerned (such approval not to be unreasonably withheld) from time to time require to be displayed at the Demised Premises
- 15. To cause to be inserted in every underlease (whether mediate or immediate) a covenant by the underlessee with the Lessor and the Lessee to observe and perform all the covenants and conditions in this Lease contained and on the part of the Lessee to be observed and performed (except the covenants for payment of rent or those sums mentioned in Clause 3 of this Lease) with a condition permitting re-entry

in case of any breach of any of the said covenants or conditions (except as aforesaid)

16. Upon any assignment of this Lease to cause the assignee to enter into a direct covenant with the Lessor to observe and perform the covenants and conditions contained and on the part of the Lessee to be observed and performed and to cause every underlease to contain a similar provision

17.

- 17.1 The Lessee must not assign underlet part with possession of or charge part only of the Demised Premises
- 17.2 Within twenty one days after every assignment transfer underletting vesting deed assent charge mortgage order of court grant of Probate or Letters of Administration or other devolution of this Lease or the Demised Premises to produce a certified copy of the same to an authorised officer of the Lessors for registration and to pay to the Lessor on demand such registration fee as shall from time to time be determined by the Lessor as being fair and reasonable
- 18. To pay to the Lessor all costs charges and expenses (including Solicitor's Counsel's and Surveyor's costs and fees)
- 18.1 Incurred by the Lessor in or in contemplation of any proceedings in respect of this Lease under sections 146 and 147 of the Law of Property Act 1925 or any reenactment or modification thereof notwithstanding forfeiture may be avoided otherwise than by relief granted by the court (ii) incurred by the Lessor incidental to the preparation and service of a schedule of dilapidations at the end or sooner determination of the term hereby granted in respect of the Demised Premises
- 18.2 The full amount of all costs, fees, charges, disbursements and expenses, including without prejudice to the generality of the above those payable to counsel, solicitors, surveyors and bailiffs, properly and reasonably incurred by the Lessor in relation to or incidental to:
  - 18.2.1 every application made by the Lessee for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any lawful qualification or condition, or the application is

- withdrawn unless the refusal, qualification or condition is unlawful, whether because it is unreasonable or otherwise
- 18.2.2 the recovery or attempted recover of arrears of rent or other sums due under this Lease, and any other steps taken in contemplation of (or) in connection with the enforcement of the obligation on the part of the Lessee under this Lease whether during or after the end of the Term including the preparation, service and negotiation of schedules of dilapidations
- 18.3 Otherwise incurred by the Lessor in respect of any breach of covenant by the Lessee under this Lease
- **19.** Not to cut maim or injure any of the floors ceilings or walls of the Demised Premises or any of the window frames or door frames
- 20. To give notice forthwith to the Lessor of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Lessee or occupier of the Demised Premises or any part thereof and (if so required by the Lessor) to produce the same and to join in and make a fair contribution towards the cost of making such representations in respect thereof as the Lessor may reasonably require AND to indemnify and keep indemnified the Lessors against all actions proceedings costs damages claims and demands arising under or in connection with the Planning Acts and any regulations made thereunder and also in connection with any other statutory requirements made by any competent authority
- 21. At all times during the term hereby granted to observe and perform the regulations specified in the Fifth Schedule hereto
- 22. To obtain all licences permissions and consents and do all works and things and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Lessee on the Demised Premises or any part of the Demised Premises or in respect of any use of the Demised Premises during the term

23.

23.1 From time to time during the said term to pay all costs charges and expenses incurred by the Lessors (a) in abating a nuisance and executing all such works as

may be necessary for abating a nuisance in obedience to a notice served by a local authority and (b) in enforcing the payment of the rents or charges as shall be in arrear and whether or not proceedings shall have been commenced for the recovery thereof

- 23.2 To do such acts and things as may reasonably be required by the Lessor to prevent any easement or right belonging to or used with the Demised Premises from being obstructed or lost and not knowingly to allow any encroachment to be made on or easement acquired over the Demised Premises and in particular not to allow the right of access of light from or over the Demised Premises to any neighbouring property to be acquired
- 24. To observe and perform the covenants restrictions and other stipulations (if any) referred to in the Lessor's title so far as the same affect the Demised Premises and are still subsisting and capable of being enforced and keep the Lessors effectually indemnified against all actions proceedings costs claims and demands whatsoever in respect of the said covenants restrictions and other stipulations (if any) or any of them so far as aforesaid
- 25. At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up unto the Lessor or other person or body as it may direct the Demised Premises with vacant possession with the appurtenances and all the Lessor's fixtures and fittings therein in good and substantial repair and in a clean and tidy condition and in all ways in accordance with the Lessee's covenants herein contained
- 26. In respect of any damage or disrepair to the Common Parts caused or contributed to by any act neglect or default of the Lessee or the Lessee's family servants or licensees or by any other person under the control of the Lessee at the option of the Lessor the Lessee will on demand indemnify the Lessor in respect of all costs charges and expenses incurred the Lessor in repairing making good renewing and/or reinstating such damage or disrepair
- 27. That if within five years from the date of this Lease there shall be a relevant disposal under the Housing Act 1985 Section 155 (as amended by Housing Act 2004 Section 185) which is not an exempted disposal under Section 160 of the Act the Lessee or

his successors in title will pay to the Lessor on demand such part or the amount of the Discount stated in Clause 9 as may be appropriate (and as may be demanded by the Lessor) calculated in accordance with that Section being:

- 27.1 The percentage of the price paid for the Demised Premises on the occasion of the first relevant disposal such percentage being equal to the percentage which the Discount bears to the value of the Demised Premises as at the date hereof being the purchase price added to the Discount PROVIDED THAT:
- 27.2 For each complete year which has elapsed after the date of this Lease the maximum amount which may be demanded by the Lessor is reduced by one fifth and;
- 27.3 In calculating the maximum amount which may be demanded by the Lessor such amount of the price paid for the first relevant disposal which is attributable to improvements made to the Demised Premises by the Lessee after the date hereof shall be disregarded such amount to be agreed between the Lessor and the Lessee or in the event of default as determined by the district valuer in accordance with the provisions of Section 155C of the Housing Act 2004

PROVIDED NEVERTHELESS that if there shall be more than one such disposal the Lessor shall be entitled to demand payment only on the first one

- 28. The Lessee for himself and his successors in title covenants with the Lessor that until the end of the period of ten years beginning with the date of this Lease there will be no relevant disposal under the Housing Act 1985 Section 156A which is not an exempted disposal without first offering the Demised Premises to the Lessor which may acquire the same for such consideration as is mentioned in Section 158 of the Housing Act 1985
- 29. The right of first refusal is subject to the conditions in force at the date hereof as prescribed by the Secretary of State by regulations made by statutory instrument pursuant to S156A of the Housing Act 1985
- 30. The Lessee covenants with the Lessor that the Lessee will within 7 days of entering into an agreement to which the Housing Act 1985 Section 163(A)(i) applies give notice in writing to the Lessor that he has done so and supply a copy of the agreement

- 31. The Lessee warrants to the Lessor that he has not entered any agreement to which the Housing 1985 Section 163(A)(i) applies
- 32. The references in this clause 3 to Parts and Sections of the Housing Act 1985 are references to those Parts and Sections as they apply by virtue of Section 171A of the Act
- 33. The Lessee must not unreasonably withhold consent to a request made by the Lessor under the Landlord and Tenant (Covenants) Act 1995 Section 8 for a release from all or any of the landlord covenants of this Lease landlord covenants having the meaning given to that expression by Section 28(1) of that Act

AS WITNESS the hands of the Parties or their duly authorised representatives on the date written on page 1 of this Agreement

## THE FIFTH SCHEDULE hereinbefore referred to REGULATIONS TO BE OBSERVED BY THE LESSEE

- 1. The Lessee shall not:-
- 1.1 Affix to or paint upon any part of the Demised Premises any plate or notice or exhibit in any window or upon any external part of the Demised Premises or of the Building or on any part of the common entrance hall staircases landings or passages any trade professional or business notice or advertisement whatsoever
- 1.2 Hold or permit any sale or auction in or upon the Demised Premises or the Building or any part thereof
- 1.3 Keep any animal without the prior written consent of the Lessor which consent may be withdrawn if the Lessor believes any animal may be causing a nuisance to the owners tenants or other occupiers in the Building or Estate
- 1.4 Allow or permit window boxes or plants to be placed on any external window sills or balconies without the prior written consent of the Lessor
- 1.5 Throw refuse or permit refuse to be thrown or expose washing clothes mats rugs or carpets or hang beat or shake washing clothes mats rugs or carpets on or from the

Demised Premises or the Building or any part thereof

- 1.6 Erect or permit to be erected any external wireless or television aerial telephone or other apparatus or make any attachment to the exterior of the Demised Premises in connection therewith without the prior written consent of the Lessor or interfere with or cause or permit interference with any television or wireless aerial or cable system now or hereafter to be installed in the Building
- 1.7 Use any lift for the transport of liquid petroleum gas or other inflammable material or thing
- 1.8 Cause or permit any offensive inflammable or explosive materials to collect or be stored in the Demised Premises or the Building
- 1.9 Use or permit to be used the address of the Demised Premises in connection with the issue of circulars or business announcements of any kind
- 1.10 Permit or suffer children to play in any hall stairway lobby or corridor in the Building
- 1.11 Cause any obstruction in or leave any perambulator bicycle or other vehicles nor deposit or permit to be deposited any goods parcels cases refuse litter or any other thing in or upon the hallways staircases and passages or any Common Parts
- 1.12 Not to use the designated parking areas (if any) other than for the parking of light private non-commercial motor vehicles in a taxed sound and roadworthy condition
- 1.13 Not to use the gardens of the Estate (if any) for any purpose other than for the use of the Lessee and his family and guests for quiet recreation and not to use the same in any manner as to cause nuisance or annoyance to others PROVIDED THAT the Lessee shall not be entitled to use the estate garden if a garden is included in the Demised Premises
- 1.14 Not to do or permit to be done anything which may cause obstruction in or interference with any of the services in the Building or on the Estate
- 1.15 No musical instrument television radio loudspeaker or mechanical or other noise making instrument or machine of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause annoyance to the owners lessees or occupiers of any of the other premises in the Building or the Estate or so as to be audible outside the Demised Premises

- 1.16 To keep the balcony or patio adjoining the Demised Premises (if any) in a clean and tidy state and condition
- 1.17 To arrange for gas safety inspections every twelve months by a suitably qualified gas installer to ensure that all gas appliances (if any) in the Demised Premises are maintained in good working order and upon request to supply to the Lessor a copy of such inspections
- 2. The Lessee shall:-
- 2.1 Provide where required and maintain a dustbin or other suitable receptacle for use in connection with the Demised Premises
- 2.2 Have the chimneys (if any) of the Demised Premises swept at least once a year at such times as the Lessor may require and to keep the inside of the windows of the Demised Premises properly cleaned
- 2.3 Use any lift or hoist in a proper and reasonable manner so as not to cause damage thereto or annoyance to the occupiers of the dwellings in the Building
- 2.4 Ensure that all escape routes provided for means of escape in case of fire or other emergency are kept clear at all times
- 2.5 Ensure that these regulations and any other regulations as may from time to time be made by the Lessor are observed and performed by the Lessee his family servants agents workmen and invitees
- 2.6 Be responsible for all damage caused by the Lessee or his family servants agents or visitors to the Building and for any breach of any of these regulations by the Lessee's family servants agents workmen or invitees
- 3. Any applications for any permission required for any purpose under these regulations shall be made in writing to the Lessor's Chief Executive at its Registered Office

## THE SIXTH SCHEDULE hereinbefore referred to THE COST OF SERVICES AND OTHER THINGS

1. The cost of the services and other things (hereinafter called "the Service Charge") shall be the aggregate of:-

- 1.1 The actual cost of the repairs and of providing the services and other things specified in the Eighth Schedule
- 1.2 The principal interest and charges paid in respect of any moneys borrowed by the Lessor for the purpose of defraying the costs mentioned in the last preceding subclause of this Schedule

#### 1.3 Either

- 1.3.1 a reasonable management charge of the said actual cost as referred to in 1.1 above or
- all reasonable fees charges and expenses payable to any solicitor accountant surveyor valuer architect or other person whom the Lessor may from time to time reasonably employ in connection with the management or maintenance of the Building and the Estate including the computation and collection of rent (but not including fees charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the service charge and if any such work shall be undertaken by an employee of the Lessor then a reasonable allowance for the Lessor for such work;
- 1.4 Such sum (if any) as the Lessor in its absolute discretion may estimate to provide a reserve to meet part or all of the future cost of the services and other things more particularly referred to in the Eighth Schedule hereto as the Lessor anticipates will or may arise or be undertaken at any time during the remainder of the term hereby granted
- 1.5 All charges commissions premiums and fees paid or incurred or deemed in accordance with the provisions of the Eighth Schedule to be paid or incurred by the Lessor in respect of or incidental to all or any of the services or otherwise required to be taken into account for the purpose of calculating the Service Charge except where such cost and expenditure is recovered from any insurance policy effected by the Lessor
- 1.6 Administering and managing the Building and the Estate, performing the services performing the Lessors other obligations in this Lease and preparing statements or certificates of and auditing the Lessors expenses
- 1.7 Discharging all existing or future taxes rates charges duties assessment impositions and outgoings whatsoever in respect of the Building and the Estate including without

prejudice to the generality of the above those for water electricity gas and telecommunications

- 1.8 Taking any steps the Lessor acting reasonably from time to time considers appropriate for complying with making representations against or otherwise contesting or dealing with any statutory or other obligation affecting or alleged to affect the Building or the Estate including any notice regulation or order of any government department local public regulatory or other authority or court compliance with which is not the direct liability of the Lessee or any lessee of any part of the Building or the Estate
- 1.9 Discharging the reasonable and proper cost of any service or matter the Lessor acting reasonably thinks proper for the better and more efficient management and use of the Building or the Estate and the comfort and convenience of its occupants
- 1.10 any administrative charges incurred by or on behalf of the Lessor including but not limited to:
  - (i) the grant of approvals under this Lease or applications for such approvals;
  - (ii) the provision of information or documents by or on behalf of the Lessor:
  - (iii) costs arising from non-payment of a sum due to the Lessor; and/or
  - (iv) costs arising in connection with a breach (or alleged breach) of this Lease
- 1.11 any expenditure which the Lessor may be required to make towards the maintenance management and repair or otherwise of land adjoining or in the vicinity of the Estate and which provides a benefit to the Lessee or the owners tenants or other occupiers of the flats in the Building
- The Service Charge shall be ascertained by the Lessor's finance director or other authorised officer for the time being as soon after the end of the Lessor's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned
- 3. The expression "the Lessor's financial year" shall mean a twelve month period from

the first day of April in each year or such other period as the Lessor may in its discretion from time to time determine

- 4. The Lessor's finance director or other authorised officer for the time being shall in each of the Lessor's financial years estimate the Lessee's contribution referred to in the Seventh Schedule hereto for the next following financial year and upon notification of the amount of such estimated contribution (hereinafter called "the Estimated Contribution") the Lessee shall pay the same in advance by equal quarterly instalments on the usual quarter days herein provided for payment of the rent PROVIDED that SUBJECT AND WITHOUT PREJUDICE to the foregoing provisions the Lessee shall also pay a due proportion calculated from day to day of the Estimated Contribution for that part of the Lessor's financial year remaining unexpired at the date of this Lease in advance on the usual quarterly days herein provided for payment of the yearly rent the first such instalment to be paid on the date of this Lease and thereafter (until the end of the said Lessor's financial year) on the last day of each month
- As soon as practicable after the end of the Lessor's financial year the finance director or other authorised officer shall furnish to the Lessee an account showing the Lessee's contribution due to the Lessor for that year due credit being given therein for the Estimated Contribution paid by the Lessee in respect of the said year and within twenty one days of the furnishing of such account there shall be paid by the Lessee to the Lessor the Lessee's contribution of any balance found payable or there shall be allowed by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of Estimated Contribution and such amount shall be applied towards the Lessee's contribution in the following financial year

## THE SEVENTH SCHEDULE hereinbefore referred to THE LESSEE'S CONTRIBUTION

The Lessee's contribution shall be a fair proportion of the Service Charge mentioned in the Sixth Schedule hereto PROVIDED that:-

The Lessor may in its absolute discretion at any time during the term hereby granted

discontinue this method of calculation and replace the same with such other one as the Lessor considers suitable and reasonable

## THE EIGHTH SCHEDULE THE LESSOR'S OBLIGATIONS PART I

- 1. To maintain repair replace redecorate improve repaint renew and rebuild (as often as and in such manner as the Lessor shall think fit):-
- 1.1 All parts of the structure and exterior of the Building including without prejudice to the generality of the foregoing the balconies patios the windows and doors on the outside of the flats in the Building (save for the glass in any such doors and windows and the surfaces) the roofs and roof space, the foundations, and all external, structural or load-bearing walls, columns, beams, joists, floor slabs and supports of the Building and such other parts of the Estate as are not included in the Demised Premises and are not and would not be included in premises demised by leases of the other dwellings if let on the same terms as this Lease and also including any accommodation for the estate manager and any ancillary staff (if any) but excluding any part expressly included in the Demised Premises
- 1.2 Any equipment installed in the Building and the Estate for the provision or supply of light and heat to the Common Parts of the Building and the Estate
- 1.3 The main water gas and other pipes main drains main electric cables and all other wires apparatus boilers and hot and cold water and central heating systems plant and machinery and Conduits serving the Building and Estate and enjoyed by the Demised Premises or provided for the use in common by the occupiers of dwellings in the Building and the Estate
- 1.4 The entrance halls passages landings staircases stair rails windows doors ceilings and walls (excluding any parts expressly included in the Demised Premises) in the Building provided for the use of occupiers of dwellings therein
- 1.5 The refuse chutes and bins (if any) provided for the use of occupiers of dwellings in the Building and the Estate
- 1.6 Any lifts or hoists installed in the Building for the benefit and use of the occupiers of dwellings therein

- 1.7 Any equipment provided and installed in the Building or the Estate for the prevention detection or extinguishment of fire together with alarms provisions for means of escape and First Aid equipment kept in or upon the Building
- 1.8 The stores and areas (if any) provided for the general use by occupiers of dwellings in the Building and the Estate
- 1.9 The gas and electricity meter cupboards in the Building (if any) (excluding any which are expressly included in the Demised Premises)
- 1.10 The Common Parts
- 1.11 The cost of insurance against third party risks in respect of the Estate if such insurance shall in fact be taken out by the Lessors
- 2. Subject to the Lessee's covenant as to cleaning contained in this Lease at all times during the said term to keep the Common Parts of the Building and Estate suitably cleaned to a similar standard to that existing prior to the commencement of the term hereby granted
- 3. To clean such windows in the Building as have heretofore been cleaned by the Lessor or its contractors as often as the Lessor thinks necessary
- 4. To keep in good and operational repair and condition any wireless and television masts aerials cables wires amplifiers and other associated equipment laid or erected in or upon the Building or in or over the roof or roofs of the Building
- 5. To insure and keep insured (unless such insurance shall be vitiated by an act or default of the Lessee) the following (that is to say):-
- 5.1 The Building (including the Demised Premises) together with all windows doors and glass therein (save for those wholly within the flat/maisonette) against loss or damage by fire flood or any other cause against the risk of which it is normal practice to insure with an insurance company of repute to the full rebuilding reinstatement or replacement cost thereof or such greater sum as the Lessor may from time to time deem necessary or prudent and similarly such other risks as the Lessor may from time to time consider desirable and to pay the premiums on any such insurances

upon the due dates and in the event of damage by fire or other insured risk to lay out forthwith all monies received from any such insurance in rebuilding and reinstating the Building

- 5.2 All Landlord's fixtures and fittings in the Building
- 5.3 The boilers and hot and cold water and central heating systems in the Building (if any) together with all plant and machinery therein
- All other parts of the Estate in over under attached or connected to the Building which the Lessor thinks ought to be insured against loss or damage by fire and such other risks as the Lessor may from time to time consider desirable
- 6. If at any time the Lessor shall consider that it would be in the general interest of the occupiers of dwellings in the Building and the Estate (including the Lessee) so to do the Lessor shall have power to discontinue or vary any of the services and other things specified in this Schedule which in the opinion of the Lessor shall have become impracticable obsolete or unnecessary or excessively costly Provided that in deciding whether or not to discontinue any such services and things the Lessor shall consider (but not so as to be bound by) the views and the wishes of the majority of the occupiers of dwellings in the Building and the Estate
- 7. To pay any costs incurred in or resulting from any proposal or decision to discontinue any of the services and things pursuant to the last preceding paragraph of this Schedule
- 8. To pay all other expenses (if any) in and about the maintenance and proper and convenient management and running of the Building

#### PART II

- 9. To provide and supply such services for the benefit of the Lessee and the occupiers of other dwellings in the Building and the Estate as the Lessor may consider necessary or expedient
- 10. To carry out such works to the Building and the Estate as the Lessor may consider

#### necessary or expedient

- 11. To do or cause to be done any acts matters or things which the Lessor may consider necessary for the proper maintenance safety and administration of the Building and the Estate regard being had to the general interest of the occupiers of dwellings in the Building and the Estate
- 12. To modernise and replace plant machinery and the Lessor's fixtures and fittings within the Estate

THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF HAVERING
was hereunto affixed and this document)
thereby executed as a deed in the
presence of:-

SIGNED as a deed by the said TRACEY EVELYN BOWERS in the presence of:-

SIGNED as a deed by the said GEOFFREY WILLIAM HARDY in the presence of:-

SAJEEV KOORAN SRANG 52258 SRANG 52258 168a High Street North East Ham, London E6 2JA Ph: 0208 912 2280 Fax: 0208 912 2288

Authorised Signatory Tan

SAJEEV KOORAN Solicitor

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