

HM Land Registry
Land Registration Acts 1925 to 1971

ADMINISTRATIVE AREA **London Borough of Richmond upon Thames?**

TITLE NUMBER

PROPERTY **X Castelnau Mansions, Castelnau
Barnes, London SW13**

PARTICULARS

DATE OF LEASE **XX October 2003**

1. LESSORS **Castelnau Mansions Limited**
Address

2. TENANT

3. FLAT **No. X on the Floor**

**4. BUILDING AND
ADDRESS** **1-50 Castelnau Mansions, Castelnau
Barnes, London SW13**

5. PREMIUM **Not Applicable**

6. RENT(S) **Not Applicable**

**7. TENANTS SHARE
of Total Expenditure** **.....%**

8. TERM **999 Years from 1 January 2004**

RECITAL OF LESSORS TITLE

The Lessors Title is

**Freehold and is registered at H.M. Land Registry with
Absolute Title under Title Number **TGL 227019****

THIS LEASE is made on the date stated in the Particulars BETWEEN the Lessors specified in Paragraph 1 of the Particulars (hereinafter called "the Lessors") of the one part and the person or persons specified in Paragraph 2 of the Particulars (hereinafter called "the Tenant") of the other part

NOW THIS DEED WITNESSETH as follows:

1. IN this Deed the following expressions have where the context so admits or requires the following meanings respectively:-
 - (1) "the Lessors" includes the successors in title of the Lessors
 - (2) "the Tenant" includes the successors in title of the Tenant
 - (3) "the Demised Premises" means the flat referred to in Paragraph 3 of the Particulars and more fully described in the First Schedule hereto
 - (4) "the Included Rights" means the easements rights and privileges specified in the Second Schedule hereto
 - (5) "the Excepted Rights" means the easements rights and privileges specified in the Third Schedule hereto
 - (6) "the Accounting Period" shall mean a period commencing on the First day of January and ending on the Thirty first day of December in any year
 - (7) "the Premium" means the sum of money specified in Paragraph 5 of the Particulars
 - (8) "the Annual Rent" means the annual rents specified in Paragraph 6 of the Particulars or such other rent as provided for by Clause 7(6)
 - (9) "the Building" means the buildings of which the Demised Premises form part and specified in Paragraph 4 of the Particulars'
 - (10) "the Common Parts" means all main entrances passages landings staircases (internal and external) gardens gates access yards roads footpaths parking areas and garage spaces (if any) passenger lifts (if any) means of refuse disposal (if any) and other areas included in the Title above referred to provided by the Lessors for the common use of residents in the Building and their visitors and not subject to any lease or tenancy to which the Lessors are entitled to the reversion
 - (11) "the Flat Owners" means the tenants and their successors in title of the other flats comprised in the Building who may from time to time hold the same upon terms substantially similar to those herein contained (save as to the matters set out in the Particulars)
2. IN consideration of the Premium paid to the Lessors by the Tenant on or before the execution hereof (the receipt whereof the Lessors hereby acknowledge) and of the respective rents and the covenants hereinafter reserved and contained the Lessors HEREBY DEMISE unto the Tenant ALL THOSE the Demised Premises TOGETHER WITH the Included Rights but EXCEPT AND RESERVING unto the Lessors and the tenants of the other flats in the Building the Excepted Rights TO HOLD the Demised Premises unto the Tenant for the term of years specified in Paragraph 8 of the Particulars (subject to the burden of the covenants or agreements already entered into by the Lessors with the Flat Owners for the observance of the Regulations set out in the Fourth Schedule hereto) YIELDING AND PAYING therefor yearly during the said term the Annual Rent by equal payments in advance on the First day of January and the first day of July in every year free of all deductions whatsoever the first payment (being a proportionate part of the Annual Rent calculated from the date hereof to the day for payment of rent next following) to be made on the execution hereof

3. THE Tenant HEREBY COVENANTS with the Lessors as follows: -

- (1) To pay the rents hereby reserved at the times and in manner provided without any deduction
- (2) To pay all rates taxes duties assessments charges impositions and outgoings which may now or at any time be assessed charged or imposed upon the Demised Premises or any part thereof or the owner or occupier in respect thereof
- (3) To permit the Lessors and their duly authorised Surveyors or Agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state of repair thereof
- (4) In accordance with the Tenant's covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall be given by the Lessors to the Tenant within two calendar months next after the giving of such notice
- (5) Not at any time during the said term to make any alterations in or additions to the Demised Premises or any part thereof or to cut maim alter or injure any of the walls or timbers thereof or to alter the landlords' fixtures therein without first having made a written application (accompanied by all relevant plans and specifications) in respect thereof to the Lessors and secondly having received the written consent of the Lessors thereto
- (6) If at any time during the said term the Tenant shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Lessors at all reasonable times during the said term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Tenant (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Lessors on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors' Counsels' and Surveyors' costs and fees reasonably incurred by the Lessors in respect thereof) such cost to be recoverable by the Lessors as if the same were rent in arrear
- (7)
 - (a) Not at any time to assign sublet charge or part with possession of part only of the Demised Premises or to permit or suffer the same to be done
 - (b) Not at any time to assign or sublet or part with possession of the Demised Premises unless there shall previously have been executed at the expense of the Tenant and delivered to the Lessors for retention by them a Deed expressed to be made between the Lessors of the first part the Tenant of the second part and the person or persons to whom it is proposed to assign sublet or part with possession as aforesaid of the third part whereby the person to whom it is proposed to assign sublet or part with possession shall have covenanted' directly with the Lessors to observe and perform throughout the said term the covenants on the part of the Tenant herein contained including the covenant contained in this sub-clause but excluding in the case of a subletting the covenant to pay the rents hereby reserved PROVIDED ALWAYS that the Lessors shall not themselves be required to execute such Deed and further that in the case of a furnished subletting there shall be made such arrangements as are reasonably required by the Lessors for the payment by the Tenant (during the period of such furnished subletting) of the rent hereby reserved and the Tenants share of the Total Expenditure (as defined in paragraph 1(l) of the Fifth Schedule to this Lease)
- (8) Within four weeks next after any transfer assignment sub-letting charging or parting with possession (whether mediate or immediate) or devolution of the Demised Premises to give notice in writing of such transfer assignment subletting charging parting with

possession or devolution and of the name and address and description of the assignee sublessee chargee or person upon whom the relevant term or any part thereof may have devolved (as the case may be) and to deliver to the Lessors or their Solicitors within such time as aforesaid a verified copy of every instrument of transfer assignment subletting charging or devolution and every probate letters of administration order of the Court or other instrument effecting or evidencing the same and to pay to the Lessors a fee of Five pounds for the registration of every such notice

- (9) To pay to the Lessors all costs charges and expenses including Solicitors' Counsels' and Surveyors' costs and fees at any time during the said term incurred by the Lessors 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 re-enactment or modification thereof Including in particular all such costs charges and expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Demised Premises and the drawing up of Schedules of Dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
- (10) Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Demised Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any subtenant or other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require the Tenant so to do to comply therewith at the Tenant's own expense and forthwith to deliver to the Lessors a true copy of such notice order direction or other thing and if so required by the Lessors to join with the Lessors in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Demised Premises or any part thereof or the Building as the Lessors may consider desirable and to join with the Lessors in any such appeal or application to the Court against such notice order direction or other thing as the Lessors may consider desirable
- (11) Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Acts 1947 to 1968 or any enactment amending or replacing the same and to keep the Lessors indemnified against all claims demands and liabilities in respect thereof
- (12) To comply in all respects at the Tenant's own cost with the provisions of any statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Demised Premises (whether the same are to be complied with by the Lessors the Tenant or the occupier) and forthwith to give notice in writing to the Lessors of the giving of such order direction or requirement as aforesaid and to keep the Lessors indemnified against all claims demands and liabilities in respect thereof
- (13) At the expiration or sooner determination of the said term quietly to yield up unto the Lessors the Demised Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Tenant's fixtures) in or upon or which during the said term may be placed in or upon the same

4. THE Tenant HEREBY COVENANTS with the Lessors and with and for the benefit of the Flat Owners that throughout the term the Tenant will:-

- (1) Repair maintain renew uphold and keep the Demised Premises and all parts thereof including so far as the same form part of or are within the Demised Premises all windows glass and doors (including the entrance door to the Demised Premises) locks fastenings and hinges sanitary water gas and electrical apparatus and walls and ceilings drains pipes wires and cables and all fixtures and additions in good and substantial repair and condition save as to damage in respect of which the Lessors are entitled to claim under

any policy of insurance maintained by the Lessors in accordance with their covenant in that behalf hereinafter contained except in so far as such policy may have been vitiated by the act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors

- (2) In every fifth year calculated from the date specified in Paragraph 8 of the Particulars and in the last year of the term (howsoever determined) to paint twice and paper varnish colour grain and whitewash all the inside parts of the Demised Premises respectively heretofore or usually painted papered varnished coloured grained and whitewashed
- (3) Permit the Lessors and each tenant of a flat in the Building with or without workmen and all other persons authorised by any of them at all reasonable times by appointment (but at any time in case of emergencies) during the said term to enter into and upon the Demised Premises or any part thereof for the purpose of repairing or altering any part of the Building or executing repairs or alterations to any adjoining or contiguous premises or for the purpose of making repairing maintaining supporting rebuilding cleansing lighting or keeping in good order and condition the Common Parts and all roofs foundations damp courses tanks sewers drains pipes cables water-courses gutters wires party or other structures or other conveniences belonging to or serving or used for the Building or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off water to the Demised Premises or any other premises in the Building in respect whereof the tenant or occupier shall have made default in paying his share of the water rate the Lessors or the tenant so entering or authorising entry (as the case may be) making good all damage occasioned to the Demised Premises
- (4) Pay the Interim Charge and the Service Charge at the times and in the manner provided in the Fifth Schedule hereto both such Charges to be recoverable in default as rent in arrear
- (5) Observe and perform the regulations in the Fourth Schedule hereto PROVIDED that the Lessors reserve the right to modify or waive such regulations in their absolute discretion
- (6) To observe and perform by way of indemnity only the restrictive covenants (if any) set out or referred to in the Charges Register of the Title above referred to so far as they relate to the Demised Premises
- (7) To pay (if so required by the Lessor) interest at the rate of 4% above National Westminster Bank Limited Base Rate from time to time prevailing on the rent or other monies due under this Lease in the event of the Tenant failing to pay such rent or other monies within 21 days of the due date such interest to be calculated from the date the rent or other monies was due to be paid to the date on which payment is actually paid
- (8) To pay in respect of each Accounting Period a share (to be equal to the amount payable by each Flat Owners liable from time to time under this sub-clause) of the Landlord's reasonable company costs and expenses incurred during that Accounting Period (as determined absolutely by the Landlord or the Landlord's agent) which are deemed (whether by the Landlord or otherwise) not to form part of the Total Expenditure as defined in the Fifth Schedule hereto such amount once determined to be treated as payable at the times and in the manner prescribed in the Fifth Schedule hereto and in default to be recoverable as rent in arrear

5. THE Lessors with the intent to bind themselves and their successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant on this Lease but not to bind themselves after they shall have parted with such reversion or to incur further liability thereafter HEREBY COVENANT with the Tenant as follows:-

- (1) That the Tenant paying the respective rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Tenant to be performed and observed shall peaceably hold and enjoy the Demised Premises (subject to the Excepted Rights) during the said term without any lawful interruption by the Lessors or any person lawfully claiming under or in trust for the Lessors

- (2) That every lease or tenancy agreement of a flat in the Building hereafter granted by the Lessors shall contain regulations to be observed by the tenant thereof in similar terms as those contained in the Fourth Schedule hereto and also covenants of a similar nature to those contained in Clause 4 of this Lease
- (3) As to the parts of the Building retained by the Lessors or which may come into the possession of the Lessors by the determination or expiration of the lease or tenancy of any part of the Building at all times during the term hereby granted to observe and perform the regulations specified in the Fourth Schedule hereto
- (4) At the request of the Tenant and subject to payment by the Tenant of (and provision beforehand of security for) the costs of the Lessors on a complete indemnity basis to enforce any covenants entered into with the Lessors by a tenant of any flat in the Building of a similar nature to those contained in Clause 4 of this Lease
- (5) Subject to and conditional upon payment being made by the Tenant of the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:-
 - (a) To maintain and keep in good and substantial repair and condition:-
 - (i) the main structure of the Building including the principal internal timbers and the exterior walls and the foundations and the roof thereof with its main water tanks main drains gutters and rain water pipes (other than those included in this demise or in the demise of any other flat in the Building)
 - (ii) all such gas and water mains and pipes drains waste water and sewage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or used by the Tenant in common with the owners or tenants of the other flats in the Building
 - (iii) the Common Parts
 - (iv) the boundary walls and fences of the Building
 - (v) the flat or flats or accommodation whether in the Building or not occupied or used by any caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof
 - (vi) all other parts of the Building not included in the foregoing subparagraphs (i) to (v) and not included in this demise or the demise of any other flat or part of the Building
 - (b) As and when the Lessors shall deem necessary
 - (i) to paint the whole of the outside wood iron and other work of the Building heretofore or usually painted and grain and varnish such external parts as have been heretofore or are usually grained and varnished
 - (ii) to paint varnish colour grain and whitewash such of the interior parts of the Building as have been or are usually painted papered coloured grained and whitewashed (other than those parts which are included in this demise or in the demise of any other flat in the Building)
 - (iii) to paint paper varnish colour grain and whitewash such of the parts of any flat or flats or accommodation occupied or used by any caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof as have been or are usually painted papered varnished coloured grained and whitewashed
 - (c) To insure and keep insured the Building (unless such insurance shall be vitiated by any act or default of the Tenant or any person claiming through the Tenant or his or

their servants agents licensees or visitors) against loss or damage by fire explosion storm tempest earthquake aircraft and risk of explosion and damage in connection with the boilers and heating apparatus and all plant associated therewith and such other risks (if any) as the Lessors think fit in some Insurance Office of repute in the full value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Lessors against such risks as are usually covered by a Flat Owners' Comprehensive Policy and to insure against third party claims made against the Lessors in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out the Insurance moneys in the repair rebuilding or reinstatement of the premises so damaged or destroyed subject to the Lessors at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in this respect PROVIDED ALWAYS that if for any reason other than default of the Lessors the obligation on their part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall thereupon be deemed to have been discharged and the Lessors shall stand possessed of all moneys paid to them under and by virtue of the Policies of Insurance hereinbefore required to be maintained upon trust to pay to the Tenant such proportion (if any) of the said moneys as may be agreed in writing between the Lessors and the Tenant or in default of agreement as aforesaid as shall be determined by a Valuer appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the request of the Lessors or the Tenant to be fair and reasonable having regard only to the relative values of the respective interests of the Lessors and the Tenant in the Demised Premises immediately before the occurrence of the said destruction or damage and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said Valuer as an expert and not as an Arbitrator

- (d) To keep clean and where appropriate lighted the Common Parts and to keep clean the windows in the Common Parts and where appropriate to furnish the Common Parts in such style and manner as the Lessors shall from time to time in their absolute discretion think fit
- (e) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Building and the curtilage thereof as distinct from any assessment made in respect of any flat in the Building but including the rates (including water rates) assessed on any flat or flats or accommodation whether in the Building or not occupied or used by any caretaker porter maintenance staff or other person employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof and also all or any other outgoings payable in respect of such accommodation
- (f) For the purpose of performing the covenants on the part of the Lessors herein contained at their discretion to employ on such terms and conditions as the Lessors shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as the Lessors may from time to time in their absolute discretion consider necessary and in particular to provide accommodation either in the Building or elsewhere (free from payment of rents or rates by the occupier) and any other services considered necessary by the Lessors for them whilst in the employ of the Lessors
- (g) To maintain and renew when required any existing central heating and hot water apparatus in the Building and all ancillary equipment thereof other than that contained in and solely serving the Demised Premises
- (h) To maintain at all reasonable hours through any system existing at the date hereof for the supply of hot water from a central system but not otherwise an adequate supply of hot water to the Building and during the period from the First day of October to the First day of May next following to provide sufficient and adequate heat to the radiators (if any) for the time being fixed in the Demised Premises or in any other

part of the Building unless the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors or by reason of any breakdown or interruption of the supply of fuel or current or other cause whatsoever over which the Lessors have no control and the Lessors shall not be liable for any loss damage or inconvenience which the Tenant may sustain through the imperfect or irregular supply of hot water or heating to the Demised Premises

- (j) (i) At the discretion of the Lessors either
 - (a) To employ a person firm or company (whether associated or connected with the Lessors [or the Second Company] or not as Managing Agents to manage the Building and to compute and collect the rents and/or service charge payable in respect of the Building or any part thereof or
 - (b) To perform any service or exercise or any function including the computation or collection of rent and/or service charge as aforesaid as might be performed or exercised by a managing agent appointed in pursuance of the last preceding sub-paragraph
- (ii) to employ all such surveyors builders architects engineers tradesmen accountants or other professional persons as may in the opinion of the Lessors or their managing agents be necessary or desirable for the proper maintenance and safety of the Building and in the management and administration of the Building including the collection of any outstanding arrears of rent and/or service charge payable by any Tenant in the Building
- (k) To maintain (if and when installed by the Lessors at their discretion) a rented communal television aerial or aerials serving the Building and to pay all expenses in connection with the installation and maintenance thereof
 - (l) To maintain any existing coin-operated telephone boxes and pay all charges in connection therewith
 - (m) To maintain any existing rented fire extinguishers and install such further extinguishers as the Lessors may from time to time consider necessary and pay all charges in connection with the installation and maintenance thereof
 - (n) To maintain and where necessary renew or replace any existing lift and ancillary equipment relating thereto and maintain insurance against risks of breakdown and third party claims in respect of the lift and lift equipment and mechanism in such amounts and on such terms as the Lessors shall from time to time think fit
 - (o) To maintain if and when installed a rented electric porter system serving the main entrances to the Building
 - (p) Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Lessors may be considered necessary or advisable for the proper maintenance safety amenity and administration of the Building
 - (q) To set aside (which setting aside shall for the purposes of the Fifth Schedule hereto be deemed an item of expenditure incurred by the Lessors) such sums of money as the Lessors shall reasonably require to meet such future costs as the Lessors shall reasonably expect to incur of replacing maintaining and renewing those items which the Lessors have hereby covenanted to replace maintain or renew and the Lessors shall hold such sums of money and all interest earned thereon upon trust to expend them in subsequent years in pursuance of Clause 5(5) hereof and subject thereto upon trust for the Flat Owners absolutely
 - (r) To act fairly and reasonably in carrying out their obligations under Clause 5 hereof and at all times to manage and maintain the Building economically and efficiently

- (s) For the purpose of calculating the Total Expenditure (as defined in paragraph 1(1) of the Fifth Schedule to this Lease) the cost to the Lessors of performing their obligations under the previous sub-clauses of this Clause 5 shall include
 - (i) The fees charged by the Managing Agents employed by the Lessors or
 - (ii) For and in respect of any period during which the Lessors do not employ Managing Agents the Lessors fees which fees shall be equivalent to the fees charged by a reputable Managing Agent based on fees normally charged by Managing Agents managing a property similar to the Building and
 - (iii) For and in respect of any period during which the Lessors employ Managing Agents the Lessors fees in connection with the management of the Building PROVIDED that such fees will not exceed one half of those referred to in sub-sub-clause (i) of this sub-clause
 - (iv) Subject to the provisions of sub-clause (v) of this sub-clause for and in respect of any period during which the Lessors themselves have to expend any sums of money in order to comply with the provisions of sub-sub-clauses (a) to (q) or this Clause 5 (consequent upon and arising out of there not being sufficient funds in the Service Charge Account to meet such expenditure) interest at the rate of 4% above National Westminster Bank Limited Base Rate from time to time calculated half yearly on 1st January and 1st July in each year and compounded
 - (v) For and in respect of any period during which the Lessors have to borrow money from a joint stock bank finance house or other similar lender in order to comply with the provisions of sub-clauses (a) to (q) of Clause 5 (consequent upon and arising out of there not being sufficient funds in the Service Charge Account to meet such expenditure) the actual interest paid by the Lessors on such borrowing
 - (vi) Fees and disbursements charged by any solicitor or other professional persons involved in recovering arrears of rent and/or service charge from any Tenant in the Building

6. PROVIDED ALWAYS and this Lease is made upon condition that if the respective rents hereby reserved or any part of the same respectively shall at any time be in arrear and unpaid for twenty one days after the same shall become due (whether any formal or legal demand therefor shall have been made or not) or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Tenant to be performed or observed then it shall be lawful for the Lessors to re-enter upon the Demised Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Demised Premises thenceforth as if this Lease had not been made and the term hereby granted shall absolutely determine but without prejudice to any rights of action or remedy of the Lessors

7. PROVIDED FURTHER AND IT IS HEREBY AGREED as follows:-

- (1) Except so far as the same may be insured by any policy maintained under Clause 5(5)(c) hereof the Lessors shall not be liable to the Tenant nor shall the Tenant have any claim against the Lessors in respect of-
 - (a) any loss or inconvenience occasioned by the closing or breakdown of any lift or by the failure of power supply to the lift or whilst any repairs are carried out thereto
 - (b) any accidents that may occur to the Tenant or any other person using any lift or any interruption of any of the services hereinbefore mentioned from whatever cause beyond the Lessors' control

- (c) any damage suffered by the Tenant or any servant agent or workman of the Tenant or any member of the Tenant's family or any licensee of his through any defect in any fixture pipe wire tube meter staircase or thing in or upon the Building or any part thereof (including the Flat)
- (d) any act neglect default omission misfeasance or non-feasance of any caretaker porter or other of the Lessors' staff servants or any person acting under such caretaker porter staff or servants
- (e) any loss or damage or interference or annoyance suffered by the Tenant during the carrying out by the Lessors of repairs decorations additions alterations or other works whether structural or otherwise which may appear to the Lessors to be necessary or desirable to the Demised Premises or to the Building provided the same are carried out with proper skill and care
- (f) any moneys held on account of the Service Charge or set aside pursuant to Clause 5(5)(q) hereof which after the Lessors have parted with the reversion to the Demised Premises have been duly paid to the Purchasers of the reversion or their duly authorised Managing Agents

(2) Nothing in this Lease shall impose any obligations on the Lessors to provide or install any system or service not in existence at the date hereof

(3) If the Demised Premises or any part thereof or the means of access thereto shall at any time be so destroyed or damaged by any of the risks against which the Lessors are liable to insure under the Lessors' covenants in that behalf hereinbefore contained so as to render the same unfit for occupation or use then and in every such case (except as hereinafter provided) the Annual Rent or a proportionate part thereof according to the nature and extent of the damage sustained shall cease to be payable in respect of any period during which the Demised Premises or the damaged portion thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards to any damage against which the Lessors shall have effected any such policy of insurance as is mentioned in the Lessors' covenants in that behalf hereinbefore contained if payment of the money assured by any such policy or of any part of such money shall be refused in consequence of any act omission or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors and any dispute or difference between the Lessors and the Tenant with regard to this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force

(4) No caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof shall be under any obligation to furnish attendance or make available their services to the Tenant and in the event of any such person employed as aforesaid rendering any services to the Tenant such person shall be deemed to be the servant of the Tenant for all purposes and the Lessors shall not be responsible for the manner in which such services are performed nor for any damage to the Tenant or other persons arising therefrom

(5) If at any time the Lessors shall consider it would be in the general interests of the Flat Owners so to do the Lessors shall have power to discontinue any of the services supplied to the Building which in the opinion of the Lessors shall have become impracticable obsolete unnecessary or excessively costly Provided that in deciding whether or not to discontinue any such matter the Lessors shall first consider the views and wishes of the majority of the Flat Owners

(6) At no time during the existence of this Lease shall the Annual Rent specified in Paragraph 6 of the Particulars exceed the maximum rent permitted by any legislation (whether present or future) which would enable the Lessee to claim the protection of the Rent Acts and the Tenant shall pay the Annual Rent specified in Paragraph 6 of the Particulars or such maximum rent (if such maximum rent be lower than the rent specified in such Paragraph 6)

8. (1) THE provisions of the Clause shall apply where this Lease is an underlease but not otherwise
- (2) The expression "the Lessors" shall where appropriate be deemed to include the Superior Lessors and in particular but without prejudice to the generality hereof all consents or approvals required by the Tenant from the Lessors shall where appropriate be deemed to include a requirement to obtain the consent of the Superior Lessors and the Superior Lessors shall have the same rights of entry as the Lessors
- (3) The Lessors shall throughout the term
 - (a) punctually pay the rent reserved under the superior lease
 - (b) by way of indemnity only and not further or otherwise observe and perform all the covenants on the part of the lessee under the superior lease so far as the same do not fail to be observed and performed by the Tenant under the terms of this Lease
- (4) The obligation to insure under Clause 5(5)(c) hereof shall be sufficiently discharged by compliance with the insurance requirements contained in the superior lease

9. (1) (a) ANY Notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to the Tenant without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Tenant or other person to or upon whom it is to be given or served or is affixed or left on the Demised Premises
- (b) Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered
- (2) Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease
- (3) Where the Tenant consists of two or more persons all covenants and agreements by and with the Tenant shall be construed as covenants and agreements by and with such persons jointly and severally

10. The Marginal Notes shall not affect the interpretation hereof
11. IT IS HEREBY CERTIFIED that the transaction hereby 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 other than rent exceeds the sum of
12. Wherever in this Lease there is a covenant by the Tenant to pay expenditure expenses outgoings charges costs (or any like expression) incurred by the Landlord or any Superior Landlord all such expression shall include all Value Added Tax incurred by the Landlord (or Superior Landlord) in connection with the subject matter of the covenant and this lease shall be construed accordingly.
13. The expression Rent Acts shall mean the Rent Act 1977 or any statutory extension or modification or re-enactment thereof and any regulations or orders made thereunder

IN WITNESS whereof the parties hereto have duly sealed and executed this Lease on the date specified as Date of Lease in the Particulars

THE FIRST SCHEDULE
THE DEMISED PREMISES

The Flat specified in Paragraph 3 of the Particulars as the same is shown edged red on the plan annexed hereto including: -

- (a) The internal plastered coverings and plaster work of the walls bounding the Flat and the doors and door frames and window frames fitted in such walls (other than the external surfaces of such doors door frames and window frames) and the glass fitted in such window frames and
- (b) The plastered coverings and plaster work of the walls and partitions lying within the Flat and the doors and door frames fitted in such walls and partitions and
- (c) The plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards and supporting joists (if any) and
- (d) All conduits which are laid in any part of the Building and serve exclusively the Flat and
- (e) All fixtures and fittings in or about the Flat and not hereafter expressly excluded from this demise
But not including:
 - (i) any part or parts of the Building (other than any conduits expressly included in this demise) lying above the said surfaces of the ceilings or below the said floor surfaces
 - (ii) any of the main timbers and joists of the Building or any of the walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included in this demise
 - (iii) any conduits in the Building which do not serve the Flat exclusively

THE SECOND SCHEDULE
THE INCLUDED RIGHTS

If and so long as the Tenant shall punctually make payment of the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:-

- 1 Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass over and through and along the Common Parts including the main entrances and the passages landings halls and staircases leading to the Demised Premises PROVIDED ALWAYS the Lessors shall have the right temporarily to close or divert any of the Common Parts and the right to let garages or garage spaces (if any) subject to leaving available reasonable and sufficient means of access to and from the Demised Premises
- 2 The right to subjacent and lateral support and to shelter and protection from the other parts of the Building as enjoyed at the date hereof
- 3 The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil gas and electricity from and to the Demised Premises through the storage tanks sewers drains and water courses cables pipes and wires which now are or may at any time during a period of eighty years from the date of commencement of the term be laid in or through the Building and the Common Parts and serve the Demised Premises
- 4 The right for the Tenant with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Building and the Common Parts for the purpose of:-
 - (a) repairing cleansing maintaining or renewing any such storage tanks sewers drains and water courses cables pipes and wires or

(b) repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Demised Premises' subject in either case to the Tenant causing as little disturbance as possible and making good any damage caused

5 The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by a tenant of any other flat in the Building with the Lessors similar to those contained in Clause 4 of this Lease

6 The right (in common with all others entitled to the like right) to connect any wireless or television set in the Demised Premises with any aerials in the Building for the time being provided by or on behalf of the Lessors Provided that nothing herein contained shall oblige the Lessors to provide any such aerials

THE THIRD SCHEDULE

THE EXCEPTED RIGHTS

1. Easements rights and privileges over along through and in respect of the Demised Premises equivalent to those set forth in paragraphs 2, 3 and 4 of the Second Schedule to this Lease but free from the liability to determination on non-payment of the Interim Charge and the Service Charge
2. Full right and liberty for the Lessors and their duly authorised surveyors or agents with or without workmen and others upon giving three days' previous notice in writing at all reasonable times (or in case of emergency at any time without notice) to enter the Demised Premises for the purpose of carrying out any of their obligations under Clause 5(5) of this Lease
3. The right to erect and maintain such wireless and television aerials on the roof of the Building as the Lessors may deem appropriate for the use of the occupiers of the Building and to run wires connecting such aerial or aerials through the Demised Premises
4. Full right and liberty for the Lessors in their absolute discretion to deal as they may think fit with any part of the Building or any lands or premises adjacent or near to the Building and to erect thereon any buildings whatsoever and to make any alterations and carry out any demolition rebuilding or other works which they may think fit or desire to do whether such buildings alterations or works shall or shall not affect or diminish the light or air which may now or at any time during the term hereby granted be enjoyed by the Tenant AND PROVIDED that any such works of construction demolition or alteration are carried out with due regard to modern standards and method of building and workmanship the Tenant shall permit such works to continue without interference or objection.

THE FOURTH SCHEDULE

REGULATIONS

- 1 Not at any time to use or occupy or permit the Demised Premises to be used or occupied except as a private residential flat only,
- 2 Not at any time to use or permit the use of either the Demised Premises or any part thereof for business purposes
- 3 Not to do or permit or suffer in or upon the Demised Premises or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Lessors or the tenants of the Lessors or the occupiers of any part of the Building or of any adjoining or neighbouring premises
- 4 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in

or about the Demised Premises and to repay to the Lessors all sums paid by ways of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear

- 5 Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises
- 6 Not to play or use or permit the playing of or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practice or permit the practising of any singing in the Demised Premises either:
 - (a) between the hours of Eleven p.m. and Eight a.m. or
 - (b) at any other time or times so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building and for the purposes hereof the decision of the Managing Agents for the time being of the Lessors (or of a Surveyor appointed by the Lessors for the purposes of this Clause) as to what constitutes a nuisance or annoyance shall be final and binding on the parties
- 7 Not at any time to put on or in any window or balcony (if any) or on the exterior of the Demised Premises so as to be visible from outside any name writing drawing signboard plate placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Lessor is offensive
- 8 Not to hang or expose in or upon any part of the Demised Premises so as to be visible from the outside any cloths or washing of any description or any other articles nor to place outside the Demised Premises any flower box pot or other like object nor to shake any mats brooms or other articles inside any part of the Building (other than the Demised Premises) or out of the windows either of the Demised Premises or of any other part of the Building
- 9 Not to keep any bird reptile dog or other animal in the Demised Premises without the previous consent in writing of the Lessors which may be given by the Lessors or their Managing Agents for the time being such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owner tenant or occupier of any other flat in the building
- 10 Not to erect any external wireless or television aerial
- 11 Not to use on the Demised Premises any electrical device without an effective suppressor fitted thereto
- 12 Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Building any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or occupier of the Demised Premises or by any of his or their friends servants or visitors and to observe all regulations made by the Lessors from time to time relating to the parking of such vehicles
- 13 Not to permit or suffer the children of the Tenant or of any friends servants or employees of the Tenant to play upon any staircases landings or passageways or the lifts (if any) in or about the Building
- 14 Not to permit or suffer to be used any lift in the Building for the carrying of any greater number of persons or a greater weight than the number of weight limit specified therefore by any notice affixed therein
- 15 At all times to cover and keep covered with carpet and underlay the floors of the Demised Premises other than those of the kitchen and bathrooms and at all times suitably and properly to cover and keep covered the floors of the kitchen and bathrooms in the Demised Premises
- 16 At all times when not in use to keep shut the entrance door to the Demised Premises and between the hours of Eleven p.m. and Eight a.m. to ensure that no noise is made in any part of the Building and in particular between such hours to ensure that the main entrance door the Building and the

entrance door to the Demised Premises are closed as quietly as possible and that no disturbance or annoyance is caused to the Tenants or occupiers of other flats in the Building

- 17 (a) Not to use or permit the user of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights
- (b) To remove forthwith upon being so required by the Lessors or their managing Agents any object of or obstruction by the Tenant or his licensee in the Common Parts and to pay to the Lessors on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenants risk
- 18 Not at any time to do or to permit the doing of any damage whatsoever to the Building the fixtures fittings or chattels therein the curtilage thereof or the paths adjoining thereto and forthwith on demand by the Lessors to pay to the Lessors the cost of making good any damage resulting from a breach of this regulation
- 19 At least once in every month of the said term to cause to be properly cleaned all windows of the Demised Premises both internally and externally and at all times to keep such windows properly curtained in a style appropriate to a private residence
- 20 Each morning to empty any rubbish of the previous day suitably wrapped into the refuse receptacles or other means of refuse disposal (if any) provided by the Lessors
- 21 Not at any time without the previous written consent of the Lessors to employ in any capacity whatever in or about the Demised Premises any dismissed servants of the Lessors
- 22 Not at any time to interfere with the external decorations or painting of the Demised Premises or of any other part of the Building
- 23 To pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors to any part of the Building or to the passages landings stairs or entrance halls thereof or to the person or property of the tenant or occupier of any other flat in the Building by the carrying in or removal of furniture or other goods to or from the Demised Premises or otherwise howsoever
- 24 To submit any dispute difference or complaint that may arise between the Tenant and the Tenant or occupier of any other flat in the Building in respect of the use or occupation of the Demised Premises or any other part of the Building to the Lessor's Agents before taking any further or other steps or proceedings in relation thereto
- 25 Without prejudice to the generality of the foregoing or of regulations 12 and 17 hereof to observe and perform all regulations made relating to the Common Parts
- 26 At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Lessors may from time to time in their absolute discretion think fit to make for the management care and cleanliness of the Building and the comfort safety and convenience of all the occupiers thereof

THE FIFTH SCHEDULE

THE SERVICE CHARGE

- 1 In this Schedule the following expressions have the following meanings respectively:-
 - (1) "Total Expenditure" means the total expenditure incurred by the Lessors in any Accounting Period in carrying out their obligations under Clause 5(5) of this Lease and any other costs and expenses reasonably and properly incurred in connection with the Building including without prejudice to the generality of the foregoing

- (a) the costs set out in sub-sub-clause (s) of sub-clause (5)
- (b) the cost of any Accountant or Surveyor employed to determine the Total Expenditure and the amount payable by the Tenant hereunder and
- (c) an annual sum equivalent to the fair rent of any accommodation owned by the Lessors and provided by them rent free to any of the persons referred to in Clause 5(5)(f) of this Lease

(2) "the Service Charge" means such percentage of Total Expenditure as is specified in Paragraph 7 of the Particulars or (in respect of the Accounting Period during which this Lease is executed) such proportion of such percentage as is attributable to the period from the date of this Lease to the Thirty first day of December next following

(3) "the Interim Charge" means such sum to be paid on account of the Service Charge in respect of each Accounting Period as the Lessors or their Managing Agents shall specify at their discretion to be a fair and reasonable interim payment

2 In this Schedule any surplus carried forward from previous years shall not include any sums set aside for the purposes of Clause 5(5)(q) of this Lease

3 The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid to the Lessors by equal payments in advance on the First day of January and the First day of July in each year and in case of default the same shall be recoverable from the Tenant as rent in arrear

4 If the Interim Charge paid by the Tenant in respect of any Accounting Period exceeds the Service Charge for that period the surplus of the Interim Charge so paid over and above the Service Charge shall be carried forward by the Lessors and credited to the account of the Tenant in computing the Service Charge in succeeding Accounting Periods as hereinafter provided

5 If the Service Charge in respect of any Accounting Period exceeds the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus from previous years carried forward as aforesaid then the Tenant shall pay the excess to the Lessors within twenty eight days of service upon the Tenant of the Certificate referred to in the following Paragraph and in case of default the same shall be recoverable from the Tenant as rent in arrear

6 As soon as practicable after the expiration of each Accounting Period there shall be served upon the Tenant by the Lessors or their Agents a certificate signed by such Agents containing the following information:-

- (a) The amount of the Total Expenditure for that Accounting Period
- (b) The amount of the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus carried forward from the previous Accounting Period
- (c) The amount of the Service Charge in respect of that Accounting Period and of any excess or deficiency of the Service Charge over the Interim Charge

7 The said certificate shall be conclusive and binding on the parties hereto but the Tenant shall be entitled at his own expense and upon prior payment of any costs to be incurred by the Lessors or their Agents at any time within one month after service of such certificate to inspect the receipts and vouchers relating to payment of the Total Expenditure Provided that where the Lessors shall receive within two months after the service of such certificate a written objection signed by not less than 60% of the Flat Owners that any item of expenditure included in such certificate is unreasonable or excessive then the matter in dispute shall be referred to a single arbitrator to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be final and binding on both the Lessors and the Tenant. And the provisions of the Arbitration Act 1950 or any re-enactment thereof shall apply

**THE COMMON SEAL of the LESSORS
was hereunto affixed in the presence of:-**

Director

Secretary