

H. M. LAND REGISTRY
 LAND REGISTRATION ACT 2002
 THE HOUSING ACT 1985
 THE HOUSING AND PLANNING ACT 1986

LONDON BOROUGH OF LAMBETH

TITLE NUMBER : [REDACTED]

PROPERTY : Basement/Ground Floor [REDACTED] Lilford Road London [REDACTED]

THIS DEED OF LEASE is made the 27th day of March 2006
BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH
 of Town Hall Brixton Hill London SW2 1RW (hereinafter called "the Council" which
 expression where the context so admits include the person for the time being entitled to the
 reversion immediately expectant on the determination of ~~the~~ term hereby created) of the one
 part and [REDACTED] of Basement/Ground Floor [REDACTED] Lilford Road London
 [REDACTED] (hereinafter called "the Tenant" which expression shall where the context so admits
 include his successors in title) of the other part

WHEREAS

1.1 The Council is the owner in fee simple in possession of the building comprising the
 properties known as Ground and Upper Flats, [REDACTED] Lilford Road London [REDACTED] which are
 properties registered with absolute title at HM Land Registry under title number [REDACTED]

1.2 The property known as Basement/Ground Floor [REDACTED] Lilford Road London [REDACTED]
 is a Flat on the LOWER and UPPER GROUND FLOOR of the said building

1.3 The property known as UPPER Floors, [REDACTED] Lilford Road London [REDACTED] are Flats on
 the remaining floors of the said building

1.4 It is intended that every Lease for a term of not less than one year of the other Flats
 known as UPPER Floors, [REDACTED] LILFORD ROAD LONDON [REDACTED] not hereby demised shall
 be upon similar terms in all respects (save as for premium and rent) to those contained herein

WITNESSETH as follows:

1 IN pursuance of the Housing Act 1985 as amended by the Housing and Planning Act
 1986 and in consideration of the sum of [REDACTED]
 [REDACTED] (the receipt whereof is hereby acknowledged) and of the rents
 covenants and conditions hereinafter reserved and contained and on the part of the Tenant to
 be paid observed and performed by the Council hereby demises unto the Tenant **ALL THAT**
 Flat known as Basement/Ground Floor [REDACTED] Lilford Road London [REDACTED] being more
 particularly described in the First Schedule hereto **TOGETHER** with the rights mentioned in
 the Second Schedule hereto **EXCEPT AND RESERVED** unto the Council the exceptions and
 reservations mentioned in the Third Schedule hereto **TO HOLD** the same unto the Tenant for

a term of 125 years from the 24th March 2006 (determinable nevertheless as hereinafter provided) yielding and paying **FIRSTLY** the yearly rent of Ten Pounds (£10.00) by annual payments in advance on the First day of April in every year the first of such payments or a proportionate part thereof calculated from the date hereof to the 30th day of June next to be made on the execution hereof

SECONDLY on demand the monies referred to in Clause 2.2 hereof **THIRDLY** on demand after taxation or agreement all costs charges and expenses which the Council may from time to time incur in connection with or in procuring the remedying of any breach by the Tenant of any of the covenants on the part of the tenant contained herein **FOURTHLY** on demand all sums which the Council may from time to time pay for insuring and keeping insured the demised premises in accordance with Clause 3.2 hereof **FIFTHLY** the service charges at the time and in the manner specified in Clause 4 hereof

2 The Tenant hereby covenants with the Council as follows:

2.1 To pay the reserved rent at the times and in manner aforesaid without any deduction whatsoever

2.2 If any rent or any other sum or sums of money payable to the Council by the Tenant under these presents shall have become due but remain unpaid for fourteen days to pay on demand to the Council interest thereon at the rate of 4% above the base rate for the time being of the Council's bankers

2.3 To pay and discharge all general and water rates and other outgoings of annual or other periodically recurring non-capital nature which are now or may at any time during the term hereby granted as assessed rated charged or proposed upon or payable in respect of the demised premises

2.4 From time to time during the term to pay all costs charges and expenses incurred by the Council in abating any nuisance in or emanating from the demised premises and executing all such works as may be necessary for abating any nuisance in obedience of a notice served by a Local or other statutory Authority **PROVIDED THAT** the Council shall grant to the Tenant a reasonable time (having due regard to the nature of the said nuisance) in which to abate any such nuisance in or emanating from the demised premises and execute all such works as may be necessary for abating any such nuisance before incurring any costs charges or expenses

2.5 To pay unto the Council all costs charges and expenses which may be incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under section 146 or 147 of that Act notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

2.6 To pay all expenses including Solicitors' costs and Surveyors' fees incurred by the Council in respect of or incidental to the service of all notices and schedules relating to wants of repair to the demised premises and in connection with every application for consent whether the same shall be granted refused or withdrawn

2.7.1 At all times during the term to repair maintain cleanse and keep the demised premises and all the Landlord's fixtures and all additions thereto in good and substantial repair and condition including the renewal and replacement forthwith of all worn and damaged parts

AND IT IS HEREBY AGREED AND DECLARED that there is included in this covenant as repairable by the Tenant:

the glass in the windows of the demised premises (but not the window frames) the ceilings (but not the joists or beams to which the said ceilings are attached) non-structural walls and partitions and the doors and door frames fitted within such walls and partitions within the demised premises the interior plastered coverings and plaster work tiling and other surfaces of floors ceilings and interior walls of the demised premises including floorboards and skirtings the entrance doors of the demised premises (including both internal and external surfaces) any staircase within the demised premises any water tank serving solely the demised premises that may be installed in or on the roof or roof spaces of the building of which the demised premises form part all conduits pipes and cables which are laid in any part of the building of which the demised premises form part and serve exclusively the demised premises all fixtures and fittings in or about the demised premises

and that there is **EXCLUDED** from this covenant as repairable by the Tenant:

all structural parts of the demised premises including the roof roof space foundations main timbers and joists and the window frames thereof all walls bounding the demised premises any conduits and water tanks within the building of which the demised premises form part and which do not exclusively serve the demised premises and all external parts of the demised premises (other than the glass in the windows and the entrance doors of the demised premises)

2.7.2 To keep in repair and replace where necessary all cisterns pipes gutters drainpipes wires ducts radiators and other things installed for the purpose of supplying water gas electricity central heating or for the purpose of draining away water soil or for allowing the escape of steam or other deleterious matter from the demised premises and exclusively serving the same and to make good all damage occasioned whether to the demised premises or to the other Flat in the building of which the demised premises form part or to any adjoining or neighbouring property caused by any stopping up bursting leakage or overflow of water or any other substance in or from the demised premises or any part thereof

2.8 In every fifth year during the term and also during the last year thereof (howsoever the same may be determined) to paint with two coats at least of good quality paint and well and sufficiently to grain varnish paper and plaster all the interior parts of the demised premises (and the entrance doors) as are usually or ought to be grained varnished papered plastered and painted and generally to redecorate throughout restoring and making good the demised premises and to carry out all work required by this sub-clause with the best materials available and to the reasonable satisfaction of the Council

2.9 **Not** at any time without the licence in writing of the Council first obtained such licence not to be unreasonably withheld nor except in accordance with plans and specifications previously submitted to the Council and approved by the Council such approval not to be unreasonably withheld and to its reasonable satisfaction to make any alteration or addition whatsoever in or to the demised premises whether externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls or timbers of the demised premises unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the demised premises any wilful or voluntary waste or spoil

2.10 **To** permit the Council and its agents and all persons authorised by it at all reasonable times with or without workmen on giving not less than 3 days written notice (except in emergency) to the Tenant to enter upon the demised premises generally to inspect and examine the same to view the state of repair and conditions thereof and to take a schedule of the Council's fixtures and of any dilapidations and to exercise the rights hereinafter excepted and reserved

2.11 **Well** and substantially to repair and make good all defects and wants of reparation repair or renewal of which notice in writing shall be given to or left on the demised premises for the Tenant by the Council and for which the Tenant is liable hereunder within two calendar months after the giving or leaving of such notice (or sooner if requisite) and if the Tenant shall fail to comply with any such notice it shall be lawful (but not obligatory) for the Council (without prejudice to the right of re-entry hereinafter contained) to enter upon the demised premises to make good the same at the cost of the Tenant which cost shall be repaid by the Tenant to the Council on demand together with all Solicitor's and Surveyors charges and other expenses which may be incurred by the Council in connection therewith together with interest thereon in each case from the date of payment by the Council at the aforementioned rate and if not so paid shall be recoverable by the Council as rent in arrear

2.12 **Not** to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of the demised premises or the building of which the demised premises form part being destroyed or damaged by fire shall be increased so as to require an additional premium for insuring the same or which may make void or voidable any policy for such insurance or do or permit to be done upon or in connection with the demised premises or the building of which the demised premises form part anything which shall be or tend to be a nuisance annoyance or cause of damage to the Council or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof

2.13 **Not** to use the Property other than as a private dwelling house within the meaning of Class C3 of the Town and Country Planning (Use Classes) Order 1987

2.14 **At** all times during the said term to comply in all respects with all Acts of Parliament and in particular with the provisions and requirements of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted use hereunder or

otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and to keep the Council indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Council on receipt of notice thereof any notice order or proposal therefore made given or issued to the Tenant by a planning authority under or by virtue of the said Act affecting or relating to the demised premises

2.15 To make good all damage caused through the act or default of the Tenant or of any servant or agent or visitor of the Tenant to any part of the building of which the demised premise form part or to the appurtenances or the fixtures and fittings thereof and to any other occupier or tenant of the said building and their licensees and in each case to keep the Council indemnified from all claims expenses and demands in respect thereof

2.16.1 Not to assign underlet agree to underlet share or part with the possession or occupation of part only of the demised premises

2.16.2 During the period of three years from the date hereof not to assign or underlet for a term of more than twenty-one years otherwise than at a rack rent (except by way of mortgage) the whole of the demised premises except in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 or a vesting in a person taking under a will or an intestacy or is relevant disposal exempted under Section 160(1) of the Housing Act 1985 **PROVIDED ALWAYS :**

2.16.2.1 If during the said period the Tenant shall be desirous of assigning or underletting the whole of the demised premises (subject to the aforesaid exceptions) the Tenant shall serve a written notice upon the Council of such his intention not less than four weeks prior to the date of such assignment or underletting as aforesaid

2.16.2.2 Upon the date of such assignment or underletting as aforesaid the Tenant shall pay to the Council an amount equal to the discount of [REDACTED]

[REDACTED] afforded to the Tenant upon the grant of these presents pursuant to the exercise of his right to buy under the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 but reduced by one third of that discount for each complete year which elapses after the date of grant of these presents and prior to the date of such assignment or underletting as aforesaid then but in such case only the Tenant shall (subject to the prior written consent of the council which shall not be unreasonably withheld) be permitted to assign or underlet the demised premises

2.16.2.3 The covenants by the Tenant contained in Clause 2.16.2 above shall only apply on the first disposal by way of such assignment or underletting as aforesaid

2.16.2.4 The Tenant shall not during the said period of three years mortgage charge or pledge the demised premises or create or attempt to create any encumbrance estate right or interest having or purporting to have priority over the right of the Council hereinbefore mentioned save in respect of any legal charge securing any amount left outstanding by the Tenant in exercising his right to buy under the provisions of the Housing Act 1985 as

amended by the Housing and Planning Act 1986 or advanced to him by the bodies specified in Section 156(4) of the Housing Act 1985

2.16.2.5 **Any** liability that may arise under the covenant contained in Clause 2.16.2 above shall be a charge on the demised premises taking effect as if it had been created by deed expressed to be by way of legal mortgage and shall notwithstanding subsection 5 of Section 59 of the Land Registration Act 1925 be a land charge for the purpose of that section and sub section (2) of that Section shall apply accordingly with respect to its protection and realisation

2.17 **Within** twenty-one days after the date of any assignment of these premises or the grant of any underlease of the whole or any part of the demised premises or any assignment of such an underlease or the execution of any mortgage or charge or any devolution of the term or of any such underlease as aforesaid by will intestacy assent or operation of law to supply or cause to be supplied (without any demand by any person) to the Council for registration or as it may from time to time direct a certified copy of the deed document or instrument effecting such assignment underlease assignment of underlease mortgage charge transfer or discharge of mortgage or charge or devolution as aforesaid and to pay or cause to be paid to the Council or as it may from time to time direct a fee of not less than Thirty Five pounds

2.18 **Upon** the happening of any occurrence or upon the receipt of any notice order requisition direction or other thing which may be capable of adversely affecting the Council's interest in the demised premises the Tenant shall forthwith at his own expense deliver full particulars or a copy thereof to the Council

2.19 **In** the event of a breach non-performance or non observance of any of the covenants conditions agreements and provisions contained or referred to in these presents by any underlease or other person holding the demised premises as underlessee of the Tenant forthwith upon discovering the same to take and institute at his own expense all necessary steps and proceedings to remedy such breach non-performance or non observance

2.20 **To** indemnify the Council in respect of:

2.20.1 **All** actions proceedings costs claims and demands which might be made by any tenant occupier adjoining owner or any other person whatsoever or any competent authority which may be incurred by reason of:

2.20.1.1 **Any** use of the demised premises or any defect in the demised premises which the Tenant is under the terms of this lease liable to make good or in the execution of any alterations or additions to the demised premises

2.20.1.2 **Any** interference or alleged interference or interference or obstruction of any right or alleged right of light air drainage or other right or alleged right now existing for the benefit of any adjoining or neighbouring property

2.20.1.3 **Any** stoppage or blockage overflowing or bursting of the drains sewers or pipes serving the demised premises exclusively

2.20.2 all liability which may be incurred by the Council in respect of any of the matters referred to in paragraph 2.20.1 of this sub-clause

2.21 During the said term to perform and observe the general stipulations contained in the Fourth Schedule hereto

2.22 Immediately prior to the expiration or sooner determination of the term at the cost of the Tenant

2.22.1 to replace any of the Council's fixtures and fittings which shall be missing broken damaged or destroyed with others of a similar character and of equal value

2.22.2 if so requested by the Council to remove and make good all alterations or additions made to the demised premises at any time during the term in breach of clause 2.9 hereof and well and substantially to reinstate the demised premises in such manner as the Council shall direct and to its complete satisfaction

2.23 at the expiration or sooner determination of the term (howsoever the same be determined) quietly to yield up to the Council the demised premises in such good and substantial repair and condition as shall be in accordance with the covenants on the part of the Tenant herein contained together with all fixtures fittings improvements and additions which now are or may at any time hereafter be in or about the demised premises (but excepting tenant's fixtures and fittings) Provided that if at such expiration or sooner determination the demised premises shall not be in such good and substantial repair and condition then whether the works necessary to put the demised premises into such repair and condition are carried out by the Tenant or at the entire cost of the Tenant by the Council there shall in addition be paid to the Council by the Tenant a sum equivalent to the loss of rent suffered by the Council in respect of the period from such expiration or sooner determination until all such necessary works have been completed to the satisfaction of the Council such sum to be paid on a date being seven days from the date of the Council informing the Tenant that all such works have been so completed

3 The Council hereby covenants with the Tenant as follows:

3.1 The Tenant paying the rents reserved and performing and observing the several covenants and conditions on his part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

3.2.1 That the Council will at all times during the said term (unless such insurance shall be vitiated by any act neglect default or omission of the Tenant) insure and keep insured the building of which the demised premises form part against loss or damage by fire and full comprehensive risks including subsidence and other proper risks as the Council shall deem desirable or expedient (but not the contents of any Flat therein) in an insurance office of repute in the full reinstatement value thereof and will in case of destruction or damage by any of the insured risks (unless the insurance monies become or shall have become irrecoverable through any act or default of the Tenant) will with all reasonable speed cause all money

received in respect of such insurance (other than in respect of fees) to be forthwith paid out in reinstating the demised premises

3.2.2 For the purpose of these presents the expression "the full reinstatement value" shall mean the costs which would be likely to be incurred (including all fees) in reinstating the demised premises in accordance with the requirements of these presents at the time when such reinstatement is likely to take place and shall be determined in the first instance by the Council but shall be in such greater amount as the Tenant may require

3.2.3 As often as the demised premises or the other Flat in the building of which the demised premises form part or the building or any part thereof shall be destroyed or damaged as aforesaid to rebuild and reinstate the same **AND IT IS HEREBY AGREED** that any monies received in respect of such insurance shall be applied in so rebuilding or reinstating in accordance with the then existing bye-laws regulations and planning or development schemes of any competent authority then affecting the same and if the monies received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstating to make up any deficiency out of its own monies but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance monies being wholly or partially irrecoverable by reason of any act or default of the Tenant

3.2.4 To effect insurance against the liability of the Council to third parties and against such other risks and in such amount as the Council shall think fit (but not against the liability of individual Tenants as occupiers of the Flats in the building)

3.3 That every lease for a term of not less than one year of the other Flat which the Council shall demise shall grant and except and reserve such rights and contain such covenants by the Council as are herein described and also shall contain covenants by the Tenant in the terms of the covenants contained in Clause 2 hereof

3.4 That (if so reasonably required by the Tenant or any mortgagee of the Tenant) the Council will enforce the covenants similar to those contained or referred to in Clause 2 hereof entered into or to be entered into by the purchaser or Tenant of the other Flat in the building of which the demised premises form part **PROVIDED THAT** the Council shall not be required to incur any legal or other costs under this sub-clause unless and until such security as the Council in its reasonably exercised discretion may require shall have been given by the Tenant or mortgagee requesting such enforcement

3.5 To maintain repair and keep in good order and condition the exterior walls joists and ceilings and floors of the building of which the demised premises form part (but excluding such parts thereof as are included in the demised premises) and the whole of the structure roof chimney and stacks gutters and rainwater pipes balconies window frames foundations and main drains of the building of which the demised premises form part and the walls rails fences common access ways and gates appurtenant thereto (apart from such walls rails fences and gates as the Tenant has covenanted to maintain) and any water tank which does

not exclusively serve the demised premises and the service and other pipes appurtenant thereto in good repair and condition

3.6 In accordance with the Council's cyclical external repainting programme to wash and paint in appropriate colours and in a workmanlike manner or otherwise treat in an appropriate manner all the outside wood iron cement and stucco work of the building of which the demised premises form part and of the parts usually painted or treated as the case may be

3.7 At all times during the said term to keep all conduits now laid or hereafter to be laid in or upon the building of which the demised premises form part or any part thereof (other than those serving exclusively individual Flats therein) in good repair and condition

3.8 That until the sale or demise of the other Flat in the building of which the demised premises form part the Council will

3.8.1 keep the same clean and in good repair and condition and will pay and contribute a rateable proportion of the expense of making repairing maintaining painting supporting rebuilding and cleansing all ways passageways pathways sewers drains watercourse water pipes structures and fences belonging to or used for the benefit of both the other Flat in the said building and the demised premises

3.8.2 observe and perform in relation thereto obligations and covenants identical to these presents and pay all outgoings in respect thereof

The Tenant hereby further covenants with the Council to contribute and pay on demand a rateable proportion of the costs expenses outgoings and matters referred to in Clause 3 hereof and any other works or matters affecting the demised premises and the building of which the demised premises form part that the Council in its discretion considers it reasonable or appropriate to carry out which shall include not only those expenses outgoings and other expenditure hereinbefore described which have actually been disbursed incurred or made by the Council during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinbefore described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made including a sum or sums of money for anticipated expenditure in respect thereof as the Council may in its discretion allocate to the year in question as being fair and reasonable in the circumstances and if required by the Council to pay to the Council such sum in advance and on account of the said costs expenses outgoings and matters referred to in Clause 3 hereof as the Council shall specify at their discretion to be a fair and reasonable payment and in any event shall be a sum of not less than [REDACTED]

[REDACTED] per annum and also

4.1.1 The reasonable fees and disbursements paid to or cost of employment of any accountant solicitor or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to in Clause 3 or in this clause

4.1.2 Any value added tax or tax of a similar nature payable in respect of any costs expenses outgoings or matters falling within Clauses 3 or 4

4.1.3 The expenses incurred by the Council in respect of any communal television and radio and any communal refuse bins or dustbins provided for the storage of household refuse of the owners and occupiers of the Flats in the building

4.1.4 All other expenses (if any) incurred by the Council in and about the maintenance improvement and management of the building of which the demised premises form part

ALL such costs outgoings and expenses to be certified by the Council's auditors or accountants (at the discretion of the Council) acting as experts and not as arbitrators

4.2 **IT IS HEREBY AGREED** between the parties:

4.2.1.1 That the Council shall keep proper books of account or other suitable documents showing the expenditure incurred or liability which has been incurred

4.2.1.2 That all such sums as may be paid by the Tenant pursuant to this Clause shall on payment be credited to him in the books of the Council

4.2.1.3 That the Council shall be entitled to add a reasonable sum for general administration expenses such sum being 10% of the total costs incurred by the Council and payable by the Tenant in respect of Clauses 3 and 4 hereof

4.2.2 In these presents wherever the context so admits:

4.2.2.1 words importing the masculine gender include the feminine gender or neuter and vice versa

4.2.2.2 words importing the singular number include the plural number

4.2.2.3 where two or more persons are included in the expression "the Tenant" the covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally and such persons shall be deemed as to the property hereby assured as joint tenants legally and beneficially

4.3 In the event of any dispute between the parties arising out of this Clause or the interpretation of the Landlord and Tenant Act 1985 as amended the same shall be referred to an arbitrator (who shall not be a member or employee of the Council) being a Chartered Surveyor or a qualified accountant as appointed jointly by agreement between the Council and the Tenant and in default of such agreement by the Court on the application of either party and such arbitrators costs shall be paid as he shall direct and in default of directions by the Council and the Tenant in equal shares

5 **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** as follows:

5.1 That if the rent hereby reserved or any part thereof shall at any time be in arrear for twenty-one days after the same shall have become due (whether legally demanded or not) or if there shall be any breach of any of the covenants on the part of the tenant contained in these presents and in any such case it shall be lawful for the Council at any time thereafter to re-enter into and upon the demised premises in the name of the whole and to have again repossess and enjoy the same as in their former state and thereupon the term shall absolutely cease and determine but without prejudice to any right of action of the Council or the Tenant in respect of any antecedent breach of any of the covenants by the Tenant or the Council contained in these presents

5.2 The provision of Section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated herein

5.3 No demand for or acceptance of rent by the Council or its agent with knowledge of a breach of any of the covenants on the part of the Tenant contained in these presents shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach of covenant and the Tenant and any person taking any estate or interest under or through the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Council or its agent as a defence in any action for forfeiture or otherwise Provided however that this provision shall have effect in relation only to a demand for or acceptance of rent during such period as may be reasonable for enabling the parties hereto to carry on negotiations for remedying the said breach once the Council or its agent has received knowledge thereof

5.4 The Council hereby applies to the registrar to enter on the register

5.4.1 a notice of the exceptions and reservations and covenants contained in Clause 2.16.2

5.4.2 a resolution to the following effect "that except under an Order of the registrar no disposition by the proprietor by way of assignment or underlease made within a period of three years from the date of this Lease is to be registered without the consent of the Council of the London Borough of Lambeth"

6 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 exceeds two hundred and fifty thousand pounds (£250,000)

7 IT IS HEREBY CERTIFIED that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Council has affixed its Common Seal and the Tenant has signed this Instrument as a deed the day and year first before written

THE FIRST SCHEDULE

ALL THAT leasehold property known as **Basement/Ground Floor** [REDACTED] **Lilford Road London** [REDACTED] shown hatched red on the Floor Plan annexed hereto (and for the purposes of identification only shown coloured red on the attached Location Plan) so that the premises hereby demised shall for the purposes of obligation as well as grant include:

- 1** the glass in the windows of the demised premises
- 2** the ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached)
- 3** non-structural walls and partitions and the doors and door frames fitted within such walls and partitions within the demised premises
- 4** the interior plastered coverings and plaster work tiling and other surfaces of floors ceilings and walls of the demised premises (excluding window frames)
- 5** the entrance door(s) of the demised premises (including both external and internal surfaces)

6 **any** water tank serving solely the demised premises that may be installed in or on the roof or roof spaces of the building of which the demised premises form part

7 **all** conduits pipes and cables which are laid in any part of the building of which the demised premises form part and serve exclusively the demised premises

8 **all** fixtures and fittings in or about the demised premises (other than Tenants fixtures and fittings)

BUT SHALL NOT INCLUDE

1 **all** structural parts of the demised premises including the roof space foundations main timbers and joists and concrete floor and window frames thereof

2 **all** walls bounding the demised premises

3 **any** conduits within the building of which the demised premises form part and which do not exclusively serve the demised premises

4 **external** parts of the demised premises (other than the glass in the windows and the entrance door(s) of the demised premises)

THE SECOND SCHEDULE

1 **The** full and free rights of drainage and running of water soil gas and electricity from and to the demised premises through over and along all sewers drains and watercourses cables pipes and wires in under or passing through the other Flats in the building of which the demised premises form part

2 **All** support and protection now enjoyed by the demises premises

3 **The** right of the Tenant with servants workmen and others at all reasonable times on notice (save in case of emergency) to enter into and upon the other flats in the building of which the demised premises form part and all other parts of the said building for the purpose of repairing maintaining renewing altering rebuilding or cleaning the demised premises or any part of the other Flats giving support or other services presently serving the demised premises causing as little damage as possible and making good any damage caused with all due diligence

4 **The** right to lay through all other parts of the other Flats and the building of which the demised premises form part all pipes cables conduits or other conducting media to provide all such other services as the Tenant shall require and the right to enter the other Flats and other parts of the said building for such purpose

5 **The** right to erect maintain and renew television and radio aerials within the roof space or on the roof of the building aforesaid and to run wires connecting each aerial or aerials to the receiving sets in the demised premises

6 **The** right of the Tenant (in common with all others entitled to the like right) on foot only to pass over and along the passageways and pathways shown hatched blue (if any) and to use the communal gardens hatched green (if any) on the said Floor Plans

7 **The** right of the Tenant (in common with the owners and occupiers of the other Flats in the building) to use the dustbin stores hatched brown (if any) on the said plan

8 **The** right of access to the loft space (if any) provided always that the Tenant will at all times be responsible for any damage caused thereto and such right of access to be revoked by the Council at will by giving the Tenant one month's notice in writing.

THE THIRD SCHEDULE

1 **Unto** the Council the right to erect or to consent hereafter to any person erecting a new building or to alter any building for the time being on any land (other than land comprised in the other Flats in the building of which the demised premises form part) adjoining neighbouring near or opposite to the said demised premises notwithstanding that such alteration or erection may diminish the access to light and air enjoyed by the demised premises and the right to deal with any property adjoining opposite or near to the said building as it may think fit

2 **Unto** the Council its tenants and their respective servants agents and licensees and all persons authorised by the Council and the owners and occupiers of any adjoining neighbouring or contiguous premises at all reasonable times so far as may be necessary or desirable with or without workmen the right on giving reasonable notice (except in emergency) to the tenant to enter and remain upon the demised premises with all necessary tools appliances and materials (forthwith making good all damage occasioned thereby to the demised premises and causing as little inconvenience noise and disturbance as possible and compensating the Tenant for any loss or expense) for the purpose of constructing repairing rebuilding renewing lighting cleansing and maintaining any adjoining neighbouring or contiguous premises or any parts of any building which the demised premises may from time to time form part or any of the sewers drains conduits gutters watercourses pipes cables wires and mains serving the same

3 **Unto** the Council and other the owners and occupiers of the adjoining or neighbouring property the right of passage and running of water and soil gas and electricity or other services or supplies from and to such adjoining or neighbouring property through such of the sewers drains conduits gutters watercourses pipes cables wires and mains serving such adjoining and neighbouring property which now are or may before the expiration of a period of 21 years after the death of the last survivor of the descendants now living of His late Majesty King George VI hereafter be in on or under the demised premises and the right to enter upon the demised premises for the purpose of inspecting repairing renewing relaying cleansing maintaining and connecting up to any such existing or future sewers drains conduits gutters watercourses pipes cables wires and mains

4 **Without** prejudice to the generality of Clause 2 hereof the right to maintain any water tank which gives supply to the other Flats in the building of which the demised premises form part and to the free and uninterrupted passage and running of water from and to the said water tank through the service and other pipes which now are or may at any time hereafter be in or passing through the demised premises and the right to enter upon the demised premises with servants workmen and others for the purposes of repairing maintaining renewing altering rebuilding or cleaning the said water tank and such service and other pipes as aforesaid

causing as little damage as possible and making good any damage caused with all due diligence

5 **Unto** the Council and other the owners and occupiers of the other Flat s in the building of which the demised premises form part the right to erect and maintain a television or radio aerial within the roof space or upon the roof of the demised premises aforesaid and to run wires connecting such aerial or aerials to the receiving sets in the other Flats in the building of which the demised premises form part and the right from time to time to enter upon the demised premises for such purposes causing as little damage as possible and making good all damage caused

THE FOURTH SCHEDULE

1 **Not** to cut down remove top lop or otherwise interfere with any ornamental or other trees or saplings now growing on the property except where in the opinion of the Council the said trees interfere with the reasonable enjoyment of the demised premises or any adjoining property or the said trees have become dangerous or are likely to cause damage to the demised premises or any adjoining property

2 **If** at any time required so to do by the appropriate authority to provide and lay a separate service pipe for the supply of water gas or electricity to the demised premises from the mains of the appropriate authority in accordance with its requirements

3 **To** erect where necessary at his own expense and to the reasonable satisfaction and approval of the Council and thereafter maintain good and suitable fences on the boundaries of the demised premises

4 **No** piano or other musical instrument gramophone wireless set television set recording instrument loudspeaker nor any equipment or machinery of any kind shall be used at any time so as to cause nuisance or annoyance to any of the occupiers of the other Flats or any adjoining or abutting property

5 **Not** to place or allow or suffer to be placed any name writing drawing signboard plate notice of any description upon any external part of the building of which the demised premises form part other than a sign indicating that the demised premises are for sale or to let or indicating the name of the Tenant

6 **Not** to park or allow or suffer to be parked or left or placed any vehicle perambulator bicycle trolley or other thing upon any private accessway used in common with the other Flats or any adjoining or neighbouring property so as to cause an obstruction or inconvenience to the occupiers thereof

7 **In common** with the tenants lessees or occupiers of the other flats in the building to keep the garden areas crossed hatched green on the said plan in a neat and tidy condition and not to do or permit to be done upon or in connection with the use of the garden area anything which shall tend to be a nuisance annoyance or cause damage to the Council or its tenants or their enjoyment of the said area. In the case of dispute between the users of the gardens the Council will act as arbitrator and its decision will be final and binding on all parties

SIGNED AS A DEED by the said)

in the presence of:



CLIENT
LONDON BOROUGH
OF LAMBETH

ADDRESS
FLAT [REDACTED]
[REDACTED] LILFORD ROAD
[REDACTED]

FLOOR AREA 101.5SQ.M

SCALE 1/100

DATE 07/09/2005

REF. NO. 35631

DRAWN BY E OPARA



Dunlop
Haywards