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Title Number SY438813

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*Gregson*

INLAND REVENUE  
PRODUCED  
12 AUG. 1974  
H.M. LAND REGISTRY FINANCE ACT 1931  
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LAND REGISTRATION ACTS 1925 to 1971

COUNTY AND DISTRICT SURREY : WAVERLEY

TITLE NUMBER SY249313

PROPERTY LAND ON THE NORTH SIDE OF WEYDON LANE, FARNHAM



THIS LEASE made the *12th* day of *July*

One Thousand Nine Hundred and Seventy-four BETWEEN PETER NOR  
of Little Dormers Parsonage Lane Farnham Common in the County of Buckingham  
FLORENCE ELLEN JAMES of Old Beams Wyners Wood Lane Burnham in the said  
County of Buckingham GEORGE PERCIVAL CLARKE of Dickens House 15 Tooks Court  
Cursitor Street London E.C.4 and BERNARD WILLIAM CLARKE of Clifton House  
271 High Street Uxbridge in the London Borough of Hillingdon (hereinafter  
called "the Lessors" which expression shall 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 first part  
MARCUS WOODHOUSE and JUDITH ANNE WOODHOUSE (his wife) both of 49 Weydon  
Lane Farnham in the County of Surrey (hereinafter called "the Lessee" which  
expression shall where the context so admits include the persons deriving  
title under the Lessee) of the second part and WEYDON RESIDENTS ASSOCIATION  
LIMITED whose registered office is situate at Clifton House 271 High Street  
Uxbridge in the London Borough of Hillingdon (hereinafter called "the Company")  
of the third part

WHEREAS :-

- (1) The Lessors are registered at H.M. Land Registry as Proprietors with Absolute Title of land on the North side of Weydon Lane Farnham in the County of Surrey under Title Number SY249313 (hereinafter called "the estate")
- (2) There is erected on part of the estate twenty-one self-contained units (being seven ground floor flats and fourteen two-storey maisonettes all hereinafter referred to as "flats") and twenty-one lock-up garages (hereinafter referred to as "the Building") gardens footpaths garage forecourt access road and embankments
- (3) The Lessors have recently offered to demise each of the said units in

accordance with the general scheme and intend that every such Lease should impose on the Company and upon the lessee of each unit in accordance with the said general scheme obligations and restrictions as set out in Parts IV, V and VI of the Schedule hereto and to the intent that the Lessors the Company and the lessee for the time being of any unit may be able to enforce in equity the performance and observance thereof by the Company and the lessee for the time being of each and every other unit

(4) The Company has been incorporated with the object inter alia of providing certain services to and for the lessees of the said units and otherwise managing the same as hereinafter appears

(5) The Lessors have agreed with the Lessee for the grant to the Lessee of the Lease of the unit hereinafter described for the consideration and at the rents and on the terms and conditions hereinafter appearing

(6) The Lessee has agreed with the Lessors and the Company to enter into the covenants with the Company and on the Lessee's part to be performed and observed set out in Part V of the Schedule hereto and otherwise as hereinafter contained and in consideration thereof the Company has agreed to enter into the covenants with the Lessors and the Lessee and on the Company's part to be performed and observed set out in Part VI of the Schedule hereto

NOW THIS DEED WITNESSETH as follows :

1. IN consideration of the sum of SIX THOUSAND EIGHT HUNDRED FOUR (£6800.00) paid by the Lessee to the Lessors (the receipt whereof the Lessors hereby acknowledge) and of the rents and covenants hereinafter reserved and contained and on the part of the Lessee to be paid performed and observed the Lessors HEREBY DEMISE unto the Lessee ALL THAT garden and garage more particularly described in Part I of the Schedule hereto (hereinafter called "the said Flat") TOGETHER with the easements rights and privileges set out in Part II of the said Schedule subject therein mentioned EXCEPT AND RESERVING unto the Lessors the Company all other the lessees of the units in the Building as set out in Part

(a) of the said Schedule AND FURTHER EXCEPT AND RESERVING unto the Lessors (and all other persons entitled thereto) as set out in Part III (b) of the said Schedule TO HOLD the same unto the Lessee for the term of NINETY-NINE YEARS from the Twenty-ninth day of September One Thousand Nine Hundred and Seventy-three YIELDING AND PAYING therefor unto the Lessors during the said term the yearly rent of THIRTEEN POUNDS by equal half-yearly payments in advance on the Twenty-fifth day of March and the Twenty-ninth day of September in every year free of all deductions whatsoever (save as hereinafter mentioned) the first payment being an apportioned part of the said rent calculated from the ~~X~~ day of ~~X~~ One Thousand Nine Hundred and Seventy-four to be made on the date hereof

2. THE Lessee HEREBY COVENANTS with the Lessors and the Company and with each of them as follows :-

(1) To pay the said rent during the said term hereby granted at the times and in the manner aforesaid without any deductions except as aforesaid

(2) To pay and discharge and keep the Lessors and the Company indemnified from and against all existing and future rates taxes duties charges assessments impositions and outgoings whatever (whether imposed by statute or otherwise and whether of a national or local character and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time during the term payable in respect of the said Flat or any part thereof by the Lessors or the Lessee or the owner or occupier for the time being thereof PROVIDED ALWAYS that if any such outgoings as aforesaid shall be assessed or charged upon the Building as a whole including the said Flat the Lessee shall be liable for one twenty-first part of the same

(3) Not to injure cut or main any of the walls ceilings floors or partitions of the said Flat

(4) Not to make any structural alteration or structural additions to the said Flat or the internal arrangements thereof or remove any of the Landlord's fixtures without the previous consent in writing of the Lessors such consent not to be unreasonably withheld

(5) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessors for the purpose of or incidental to the preparation and service of a Notice under Sections 146 and

147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

(6) Forthwith after service upon the Lessee of any notice affecting the said Flat served by any person body or authority (other than the Lessors) to deliver a true copy thereof to the Lessors and if so required by the Lessors to join with the Lessors in making such representations to any such person body or authority concerning any proposals affecting the said Flat as the Lessors may consider desirable and to join with the Lessors in any such appeal against any order or direction affecting the said Flat as the Lessors may consider desirable

(7) During the last seven years of the term hereby granted not to assign underlet or part with the possession of the said Flat or part thereof or the said fixtures (if any) without the previous consent in writing of the Lessors such consent not to be unreasonably withheld

(8) Not to assign underlet or part with the possession of part only of the said Flat

(9) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Lessors' Solicitors every transfer of this Lease or mortgage or legal charge of this Lease of the said Flat and also every underlease of the said Flat for substantially the whole of the unexpired term and every assignment of such underlease and also every probate letters of administration order of Court or other instrument effecting or evidencing a devolution of title as regards the term hereby granted or any such underlease as aforesaid for the purpose of registration and for such registration to pay to such Solicitors a fee of Five Pounds and any Valued Added Tax on that fee in respect of each such document or instrument so produced

(10) At the expiration or sooner determination of the said term to peaceably surrender and yield up to the Lessors the said Flat together with all additions thereto and all landlord's fixtures and fittings (if any) in good substantial and tenable repair and condition

§. IN accordance with the said general scheme and for the benefit of

the Lessors and the lessees of the remainder of the flats on the estate the Lessee HEREBY COVENANTS with the Lessors and the Company and the lessees for the time being of the other flats on the estate and with each of them that the Lessee will from time to time and at all times hereafter during the said term :

(a) Keep the said Flat throughout the term hereby granted (other than the parts thereof referred to in Part VI of the said Schedule) and all walls party walls sewers drains pipes cables wires timbers floors and ceilings and appurtenances thereto belonging in good substantial and tenantable repair and condition and in particular so as to support shelter and protect the parts of the Building other than the said Flat

(b) Once in every five years of the term and also during the last three months or at the sooner determination thereof to paint all the inside wood and iron work usually painted of the said Flat with two coats of good paint in a proper and workmanlike manner and afterwards grain marble and varnish the parts usually grained marbled and varnished and also whitewash and paint or paper all ceilings and walls as the same are now whitened painted or papered

(c) To execute and do at the expense of the Lessee all such works and things whatever as may now or at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the said Flat by the owner or occupier thereof

(d) Perform and observe all and singular the obligations and restrictions set out in Parts IV and V of the Schedule

(e) Contribute and pay on demand one twenty-first part of all costs charges and expenses from time to time incurred in performing and carrying out the obligations and each of them under Part VI of the said Schedule in connection with the Building and/or the estate Provided that the proportion payable by the Lessee for the maintenance of the access road coloured mauve on the said plan and the retaining walls and embankments thereof coloured orange on the said plan referred to in the said Schedule shall be one twenty-ninth part and Provided further that the lessees of

those flats comprising first and second floor premises only shall each contribute one-half of the cost of maintenance of each access stairway and landing leading from the ground to entrance door PROVIDED ALWAYS that if the Lessors shall under the provisions of Clause (c) hereof perform or carry out the obligations imposed by any of the said Schedules to contribute and pay to the Lessors on demand the due proportion of all costs charges and expenses as more particularly heretofore mentioned

(f) Comply with and observe any reasonable regulations which the Company may consistently with the provisions of this Deed make to govern the use of the flats and the common parts of the estate. Such regulations may be restrictive of acts done on the estate detrimental to its character or amenities. Any costs charges or expenses incurred by the Company in preparing or supplying copies of such regulations or in doing works for the improvement of the estate providing services or employees shall be deemed to have been properly incurred by the Company in pursuance of its obligations under Part VI of the Schedule hereto.

(g) Upon any transaction or disposition to which the Lessee is a party or over which he has any control involving a change or contract for a change in the ownership of the said Flat to ensure that the person becoming or contracting to become as a result of such transaction or disposition the owner of the said Flat (which expression shall be deemed to include any assignee of this Lease and any person holding as undertenant for substantially the whole of the unexpired part of the term hereby granted but excluding any mortgagee) becomes (in the case of an assignee of this Lease) a member of the Company

(h) To permit the Lessors and the Company and their respective Surveyors and agents with or without workmen at all reasonable times during the said term to enter upon and examine the condition of the said Flat and thereupon the Lessor or the Company may serve upon the Lessee notice in writing specifying any repairs necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within twenty-one days after the service of such notice commence and proceed diligently with the execution of such repairs then to permit the Lessors and the Company and their respective agents to enter upon the



said Flat and execute such repairs and the cost thereof shall be a debt immediately due from the Lessee to the Lessors and be forthwith recoverable by action

(i) Permit the Lessors and the Company and their respective surveyors and agents with or without workmen and others at all reasonable times on notice to enter into and upon the said Flat or any part thereof for the purpose of repairing altering or amending any part of the building and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in order and good condition all sewers drains pipes cables watercourses gutters wires party structures or other conveniences and services common to the flats or belonging to or serving or used for the Building 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 the cost thereof shall be a debt immediately due from the Lessee to the Lessors and be forthwith recoverable by action

4. THE Lessors HEREBY COVENANT with the Lessee as follows :-

(a) That the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the said Flat during the said term without any lawful interruption or disturbance from or by the Lessors or any person or persons rightfully claiming under or in trust for it

(b) That the Lessors will require every person to whom they shall hereafter grant a Lease of any flat comprised in the Building to covenant to perform and observe such several covenants conditions and agreement as aforesaid and that if so required by the Lessee will take all reasonable steps to enforce the same PROVIDED that the Lessee shall indemnify the Lessors against all costs charges and expenses incurred or to be incurred in respect of such enforcement

(c) That the Lessors will allow the Company and persons authorised by the Company to have such access to the Building and other parts of the estate as may be necessary and proper for enabling the Company to carry out its obligations hereunder

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED that if the rent hereby reserved or any part thereof shall be in arrear and unpaid for twentyone days after becoming due and payable (whether formally demanded or not) or if there shall be any breach of any covenant or agreement on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessors at any time thereafter to re-enter upon the said Flat or any part thereof in the name of the whole and immediately thereupon this demise shall absolutely cease and determine but without prejudice to any right of action or remedy of the Lessors in respect of any antecedent breach of any covenant or agreement on the part of the Lessee herein contained

6. IT IS HEREBY AGREED AND DECLARED as follows :-

(a) The Lessors shall not be liable or responsible for any loss or damage suffered by the Lessee or any visitor or employee of the Lessee or any other person to their person or goods by reason of any act neglect or default of the Company or of any other lessee or occupier of the Building or of any agent contractor employer or licensee of the Company or such other lessee or occupier or by reason of theft or otherwise from the said Flat or any other part of the Building or by reason of any defect in any fixture pipe wire staircase or thing or the absence of lighting in or upon the Building or any part thereof including the said Flat

(b) In this Lease the masculine shall include the feminine the singular shall include the plural and where the Flat is demised to two or more persons all covenants herein expressed to be by the Lessee shall be deemed to be joint and several

(c) If during the term hereby granted the Company shall for a period of twenty-one days fail or neglect to perform and observe its obligations or any of them hereunder the Lessors shall be entitled to undertake or by action or otherwise compel the Company to undertake the obligations hereby agreed to be undertaken by the Company or if the Company shall go into liquidation or be otherwise dissolved the Lessors shall be entitled to undertake the obligations hereby agreed to be undertaken by the Company and in any event the Lessors shall be entitled

to recover from the Lessee all monies costs charges and expenses incurred by the Lessors in connection therewith

7. THE Company HEREBY COVENANTS with the Lessee to perform and observe the obligations and each of them set out in Part VI of the said Schedule

8. THE Company HEREBY COVENANTS with the Lessors to perform and observe the obligations and each of them set out in Part VI of the said Schedule and in the event of the Company failing to perform and observe the said

obligations or any of them hereby authorises the Lessors as its Agent to perform and observe the said obligations or any of them and to recover from the lessees of the estate and each of them the due proportion of the costs charges and expenses so incurred by the Lessors as Agents of the Company

9. THE Lessors HEREBY CONSENT to the registration of the Notice of this Lease being entered on the Register under Title Number SY249313

10. 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 Fifteen Thousand Pounds

I N W I T N E S S whereof the Lessors and the Lessee have hereunto set their hands and seals and the Company has caused its Common Seal to be hereunto affixed the day and year first above written

#### S C H E D U L E

##### P A R T I

##### (Definition of the said Flat)

ALL THAT flat known as No. 49 Weydon Lane Barnham aforesaid on the ground floor of the Building up to and including the ceiling plaster and including the floor covering and floors (but excluding the ceiling plaster (if any) of the flat below) and including the inner half of the external walls (severed vertically) and the internal walls dividing the rooms and parts of the Flat and one half (severed vertically) of the internal walls of the Flat dividing the Flat from any other flat or common parts of the Building the position of all which said premises is shown coloured pink on the plan annexed hereto TOGETHER with the land (being garden ground) belonging to the Flat shown coloured green on the said plan AND ALL THAT land and garage the position whereof is shown coloured blue on the said plan All external

walls of the said garage shall be included in this demise and any internal wall that separates this garage from the adjoining garages shall be deemed to be a party wall and shall be maintainable as such at the joint expense of the Lessee and the adjoining owner

PART II

(Rights for the benefit of the Lessee)

1. Full right and liberty for the Lessee and all persons authorised by the Lessee (in common with all other persons entitled to the like right) at all times by day or by night and for all purposes of domestic use and convenience incident to the occupation of the said Flat to pass and repass over and along the access road coloured orange (which is also used in common by the owners and occupants of the eight self-storage houses known as Nos. 27 to 41 inclusive Weydon Lane aforesaid) and the garage forecourt coloured brown on the said plan and on foot only to go pass and return over and along the footpaths coloured yellow on the said plan leading to the said Flat and the right to connect to and use the communal television and radio aerials installed in the Building subject to the payment by the Lessee of the Lessee's due proportion of all costs charges and expenses in connection therewith as hereinbefore contained
2. The right of subjacent and lateral support and shelter and protection from the elements for the said Flat from the other parts of the Building and from the foundation and roof thereof
3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the said Flat through and along the sewers drains and watercourses cisterns cables pipes and wires which now are or may at any time hereafter during the period (hereinafter called the "specified period") commencing on the Twenty-ninth day of September One Thousand Nine Hundred and Seventy-three and continuing for eighty years (which specified period shall be the perpetually period of 80 years to this lease) be in under or passing through the Building or any part thereof or any part of the estate
4. The right for the Lessee with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the Building or the estate for the purpose

of repairing cleansing maintaining or renewing any such sewers drains and watercourses cisterns cables pipes and wires as aforesaid and of laying down any new sewers drains and watercourses cisterns cables pipes and wires causing as little disturbance as possible and making good any damage thereby caused

5. The right for the Lessee with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the Building for the purpose of repairing maintaining renewing altering or rebuilding the said Flat or any part of the Building giving subjacent or lateral support shelter or protection to the said Flat causing as little disturbance as possible and making good any damage thereby caused

6. The benefit of the respective covenants obligations and restrictions contained in the Leases of any of the other flats on the estate granted or to be granted by the Lessors

PART III (a)

(Exceptions and Reservations for the Lessors, the Company and the lessees of other flats and garages included in the estate)

1. Easements rights and privileges over and along and through the said Flat similar in all respects mutatis mutandis to those set forth in paragraphs 2, 3, 4 and 5 of Part II of the Schedule hereto

2. Power for the Lessors and the Company and their respective Surveyors and Agents with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter the said Flat for the purpose of performing and observing their respective covenants and obligations hereunder and underleases of other parts of the estate the Lessors or the Company (as the case may be) making good any damage thereby caused

PART III (b)

(Exceptions and Reservations for the Lessors and the lessees of other flats and garages included in the estate)

1. The free and uninterrupted passage and running of water soil gas and electricity from and to all parts of the estate and any adjoining land through and along the sewers drains watercourses water pipes cisterns

gutters gas pipes cables electric wires and meters which are now or may hereafter during the specified period be situate in under or upon the said Flat and the estate including the Building

2. Rights of way on-foot only for the owners and lessees for the time being of the upper floor flats above the Flat hereby demised to go pass and repass through over and along the common staircase and landing hatched blue on the said plan leading to the said upper floor flats

#### PART IV

(Lessee's Covenants with the Lessors, the Company and other lessees)

1. Not to use the said Flat nor permit the same to be used for any purpose whatsoever other than as a private residence in the occupation of one family only

2. Not to do or permit to be done any act or thing in or upon the said Flat or any part thereof or any part of the Building and accessways which may be or grow to be a damage nuisance or annoyance to the Lessors or the Company or any of the lessees or occupants of the other flats on the estate or to the neighbourhood

3. Not to use the said Flat or permit or suffer it to be used for any purpose of an illegal or immoral or improper nature or injurious to the reputation of the Building or permit or suffer persons of a character objectionable to the Lessors to resort thereto

4. Not to do or permit to be done any act or thing in or upon the said Flat or any part thereof or any part of the Building which may render void or voidable any policy of insurance on the said Flat or on any other flat or the Building or any part thereof or may operate to increase the premium payable in respect thereof

5. Not to throw dirt rubbish rags or other refuse out of the windows of the said Flat or permit the same to be thrown into the sinks baths lavatories cisterns or waste of soil pipes in the said Flat

6. Not to play or use or permit to be played or used any piano pianola gramophone wireless or television loud speaker or mechanical or other musical instrument of any kind nor to sing or carry on loud conversation

or allow the same to be done in the said Flat so as to cause damage nuisance or annoyance to the Lessors the Company or the lessees or occupiers of any other flat on the estate or so as to be audible outside the said Flat between the hours of 1 a.m. and 7 a.m. or after the use thereof shall have been objected to by the Lessors by notice in writing given to the Lessee PROVIDED that such notice shall not be given by the Lessors unless and until at least two other lessees on the estate shall have made written complaint to the Lessors or the Company of such use as aforesaid

7. Not without the previous consent of the Lessors in writing to place or permit to be placed any name writing drawing signboard plate or placard of any kind in or upon or from the external walls or any window on the exterior of the said Flat or so as to be visible from the outside of the Building

8. Not to hang or expose any clothes or to place any flower box or flower pot other than as agreed by the Company or other like object outside the said Flat or permit the same to be done

9. Not to keep or permit to be kept any bird dog or other animal in or upon the said Flat which may cause damage nuisance or annoyance to the lessees or occupiers of any other flats on the estate or after the keeping thereof shall have been objected to by the Lessors by notice in writing: PROVIDED that such notice shall not be given by the Lessors unless and until at least two other lessees shall have made written complaint to the Lessors or the Company

10. Not to erect or permit to be erected any external wireless or television aerial in or upon the said Flat without the prior consent in writing of the Lessors or the Company

11. Not to permit any vehicles goods or articles to obstruct the common staircases and landings of the Building or the said access road garage forecourt or the footpaths on the estate

12. To keep the garden ground coloured green on the said plan clean and tidy and properly cultivated and to maintain in good repair the fences thereof which are marked "T" within the boundaries on the said plan

13. Not to hang out or expose any laundry clothes or washing on the exterior of the Building or on any part of the footpaths garage forecourt

or access

14. Not to use the garage included in this demise other than as a garage for private residential occupation

15. Not to carry on any car maintenance or repair work on the garage forecourt other than the normal washing and polishing and to move any car that may be parked on the garage forecourt for this purpose should it obstruct or prevent other lessees or occupants obtaining access to their garage and not to park motor cars or motor cycles on the garage forecourt coloured brown on the said plan

16. Any consent or approval hereby required may be given subject to such conditions as the Lessors or the Lessors' Surveyor for the time being or the Company may impose and subject to the payment by the Lessee applying for such consent or approval of the reasonable fees of the Lessors' Surveyor in connection with such consent or approval (including therein the investigation of any matter or thing arising out of the application for such consent or approval)

#### PART V

##### (Lessee's Covenants with the Lessors, the Company and other lessees)

1.(a) To insure and keep insured the said Flat against loss or damage by fire storm flood and tempest and any other risks (inclusive of Architects and Surveyors' fees) normal in a comprehensive policy in the full value thereof or such sum as the Lessors shall from time to time specify in the joint names of the Lessee and the Lessors through the Lessors' agency with such well established insurance company as the Lessors may from time to time prescribe and whenever so required to produce to the Lessors the policy or policies of such insurance and the receipt for the last premium for the same and in the event of the said Flat or any part thereof being damaged or destroyed by fire or otherwise as soon as reasonably practicable apply the insurance moneys payable in respect thereof in the repair rebuilding or reinstating of the said Flat in a good and substantial manner and in case such insurance moneys shall be insufficient for the purpose to make good such deficiency out of his own moneys

(b) PROVIDED ALWAYS that if the Lessee shall execute a Legal Charge or



Mortgage of the said flat to a Building Society who is a member of the Building Societies Association then the Lessors hereby agree to waive its rights to name the Insurance Company and Agency for the fire insurance mentioned in Clause 1(a) above for the duration of the said Mortgage or Charge provided that the Lessors' interest shall be shown on the insurance policy and a duplicate copy of the policy shall be provided to the Lessors within one month of completion of this Mortgage or Charge AND PROVIDED ALSO that when the said Mortgage or Charge is paid off or redeemed the insurance shall revert in accordance with Clause 1(b) hereof

2. To deposit with the Company on the execution hereof the sum of Thirty-five Pounds (the receipt whereof is hereby acknowledged) and to permit the Company to retain the same during the term as a reserve towards making good any default by the Lessee in paying any moneys hereby covenanted to be paid to the Company in respect of the costs charges and expenses incurred by the Company in performing its obligations hereunder. All such payments shall be payable in full notwithstanding such deposit which or the unexpired part of which shall be payable without interest to the Lessee at the end or sooner determination of the term hereby granted

#### PART VI

#### (Company's covenants with the Lessors and the Lessee)

Subject to the due performance by the Lessee of the Lessee's obligation to contribute to the costs charges and expenses of the Company as herein provided :

1. The Company will whenever reasonably necessary maintain repair redecorate and renew :

- (a) The external walls and structure and in particular the roof foundations gutters and rainwater pipes of the Building
- (b) The gas and water pipes drains and electric cables wires and aerials in under and upon the Building and enjoyed or used by the Lessee in common with the lessees of the other flats in the Building
- (c) The common staircases and landings and other parts of the Building so enjoyed or used by the Lessee in common as aforesaid

2. The Company will so far as practicable keep clean and reasonably lighted the common staircases and landings and other parts of the Building so enjoyed or used by the Lessee in common as aforesaid and will so far as is practicable maintain the garage forecourt coloured brown the access road coloured mauve and the retaining walls and embankments thereof coloured orange and hatched orange and the footpaths coloured yellow on the said plan in good condition and the Lessors hereby assign to the Company the benefit of the covenants entered into by the purchasers of the eight dwellinghouses known as Numbers 27 to 41 Weydon Lane aforesaid to pay and contribute one twenty-ninth part of the cost of maintaining the said access road coloured mauve (including the retaining walls and embankments shown coloured orange) on the said plan.

3. The Company will in every third year decorate the external parts of the Building in such manner as shall be agreed in writing by a majority of the Lessees of the flats in the Building or failing such agreement in the manner in which the same were previously decorated or as near thereto as circumstances permit and in particular will paint the external parts of the Building usually painted with two coats of good paint in a proper and workmanlike manner at least once in every three years.

4. The Company will at all times during the said term (unless such insurance shall be vitiated by any act or default of the Lessee or of the lessee or occupier of any other flat in the Building) insure and keep insured such parts of the Building as the Company has covenanted to maintain and upkeep as aforesaid on a comprehensive basis including loss or damage by fire and such other risks (if any) as the Company think fit through the Lessors' agency with such well established insurance company as the Lessors may from time to time prescribe in the full value thereof (inclusive of Architects' and Surveyors' Fees and any Value Added Tax on such fees) and whenever required produce to the Lessors and the Lessee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the Building or any part thereof being destroyed or damaged by fire or otherwise as soon as reasonably practicable apply the insurance moneys payable in respect thereof in the repair rebuilding or reinstatement of the Building.

5. The Company shall keep proper books of account of all costs charges and expenses incurred by it in carrying out its obligations under this part of the Schedule and an account shall be taken on the Thirty-first day of December in each year during the continuance of this demise of the amount of the said costs charges and expenses incurred since the date of commencement of the term hereby demised or of the last preceding account as the case may be

6. The account taken in pursuance of the last preceding clause shall be prepared and audited by a qualified accountant who shall certify the total amount of the said costs charges and expenses (including the audit fee of the said account) for the period to which the account relates and the proportionate amount due from the Lessee to the Company under this Lease

7. The Company shall within two months of the date to which the said account is taken serve on the Lessee a notice in writing stating the said total and proportionate amount certified in accordance with the last preceding paragraph

SIGNED SEALED and DELIVERED by the said PETER MORAN JAMES in the presence of :

D D BOSS

*P. W. James*

SIGNED SEALED and DELIVERED by the said FLORENCE EMAN JAMES in the presence of :

V. M. Eaton

*F. James*

Roughwood  
Myones Wood Rd.  
Bamnam

BUCKS.  
SIGNED SEALED and DELIVERED by the said ESTHER MARGARET CLARKE in the presence of :

*B. S. S.*

*Esther Clarke*

Stashers Chase  
Knapton Botton  
Hilch  
Heilfurth

DATED

12th

July

1974

P. H. JAMES and OTHERS

- to -

M. WOODHOUSE and J.A. WOODHOUSE

LEASE

- of -

Ground Floor Flat Number 49 Weydon Lane,  
Farnham, Surrey.

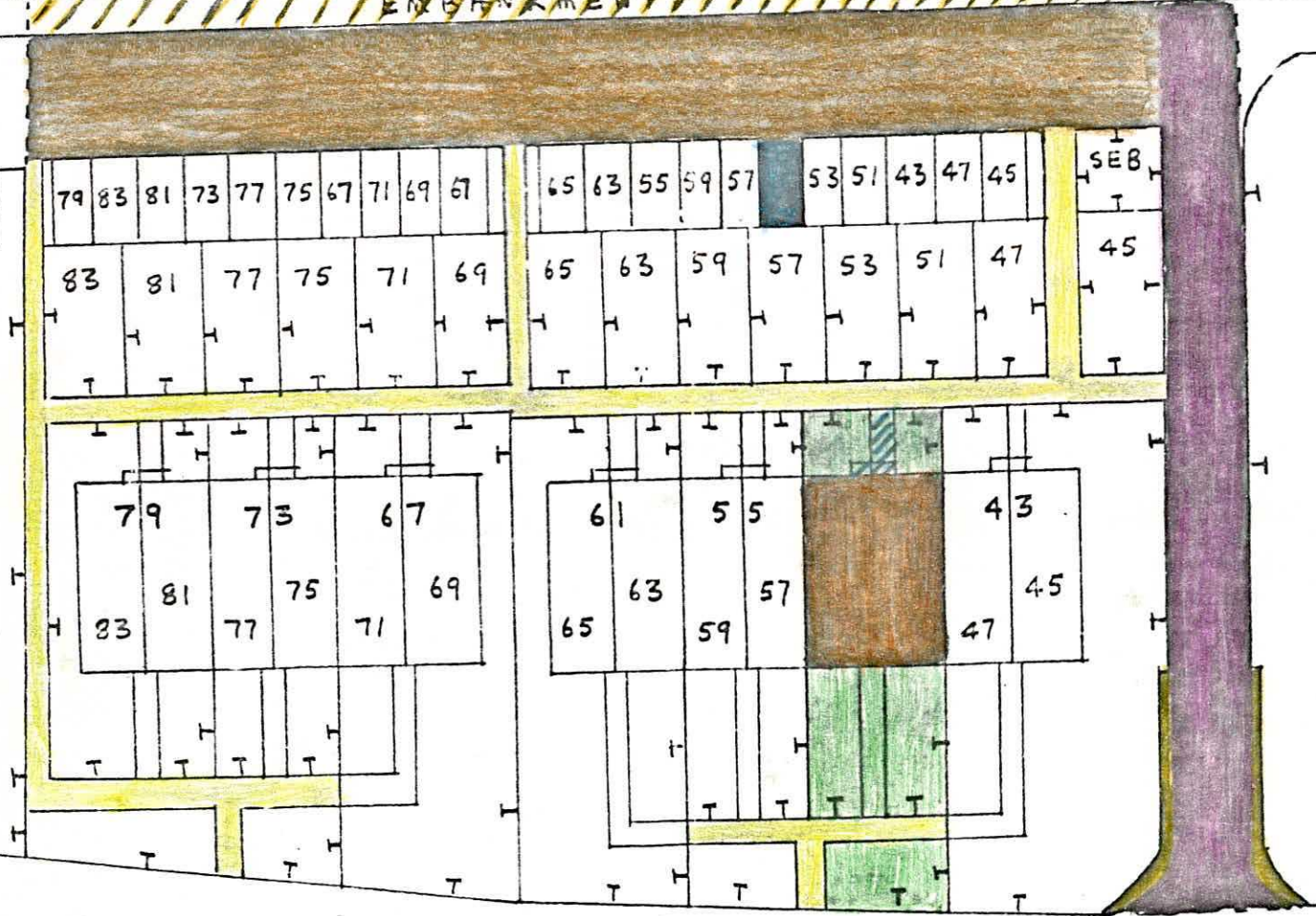
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Please also sign to plan

BRITISH RAILWAYS SOUTHERN

EMBANKMENT

GARAGES



WEYDON LANE



*P.W. Jones*

*J. Jones*

*J. Jones*

*J. Jones*

