

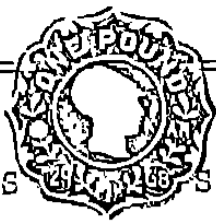
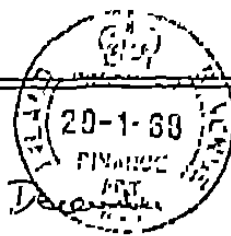
**These are the notes referred to on the following official copy**

Title Number BK73783

The electronic official copy of the document follows this message.

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.



THIS DEED made the *Twenty-ninth* day of *December* 1967

one thousand nine hundred and sixty-seven BETWEEN

RICHARD COSTAIN HOMES LIMITED whose registered office is situated at Imperial Building Victoria Street in the City of Nottingham

hereinafter called "the Lessor") of the one part and WILLIAM

ODORE JACKSON of Flat 3 Mertonford Easthampstead Road Wokingham

in the County of Berks (hereinafter called "the Lessee") of the

other part

WITNESSETH as follows:-

IN consideration of the sum of Four thousand eight hundred pounds paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and in consideration of the rents hereinafter reserved and the covenants and obligations on the part of the Lessee hereinafter contained the Lessor hereby demises unto the Lessee ALL THAT Flat Number 2 on the ground floor of the building known as "Mertonford" Easthampstead Road Wokingham in the County of Berks (which said building is for the purpose of identification only shown on the plan attached hereto and is hereinafter called "the Building") and also the lock up garage known as Garage No. 2 in the yard adjacent to the driveway leading to the Building and the storage sheds and yard adjacent to the said flat which said garage storage sheds and yard are shown for the purpose of identification only on the said plan and thereon edged red and which said flat garage storage sheds and yard are hereinafter together referred to as "the Demised Premises"

TOGETHER WITH the following rights which are exercisable subject to the due performance by the Lessee of the covenants on the part of the Lessee hereinafter contained:

(1) The right for the Lessee and all persons authorised by him in common with others entitled to the like right but subject to the regulations and restrictions imposed by the Lessor as hereinafter provided:

(2) to pass and repass with or without private cars only and the said driveway over and along the roadway known as "Pages Croft" to the

Building and the said garage and without vehicles over and along the footpaths entrance hall staircases landings and passageways leading to and from the Demised Premises

(b) to use the garden (hereinafter called "the Garden") surrounding the Building (which said Garden is delineated on the said plan and thereon edged blue) for all reasonable purposes of relaxation but not for the purpose of playing any game with a hard ball

(c) to use the basement of the Building for reasonable storage purposes

(2) The uninterrupted passage of services from and to the Demised Premises through the service pipes and wires now laid or within eighty years hereafter to be laid in under or upon the Building or the adjoining land and premises belonging to the Lessor

(3) The right for the Demised Premises to be supported by the other adjoining premises forming part of the Building and of the block of garages of which the said garage forms part

~~EXCEPT AND RESERVED to the Lessor and the occupiers of other~~  
premises in the Building and all others entitled or authorised

(i) the free and uninterrupted passage of services from and to the remainder of the Building through the service pipes and wires now laid or within eighty years hereafter to be laid in under or upon the Demised Premises

(ii) The right for the Building to be supported so far as necessary by the Demised Premises

AND ALSO EXCEPT AND RESERVED unto the Lessor

(a) The right to enter upon the Demised Premises at all reasonable times and after giving twenty-four hours' notice (or at any time without notice in an emergency) with or without workmen to inspect clean and execute repairs replacements and alterations (including the making of connections to and the altering or diverting of any service pipes and wires) to the premises above below or adjacent to the Demised Premises and also for the purpose of painting

and repairing the exterior of the Building and the roof thereof and to do all acts for the purpose of development or maintenance of the Building which cannot otherwise be conveniently effected or to prevent damage by flooding subject to the person so entering making good any damage in exercising their said right

TO HOLD unto the Lessee from the *Twenty fifth* day of *June* One thousand nine hundred and sixty *seven* for the term of Ninety-nine years PAYING therefor FIRST the yearly rent of Twenty pounds (£20) without any deduction on the Twenty-fifth day of March and the Twenty-ninth day of September in each year in advance the first such payment or a proportion thereof computed from the <sup>*First day of August*</sup> ~~the~~ <sup>*1967*</sup> hereof to the *Twenty-ninth* day of *September* <sup>*1967*</sup> next to be made on the date hereof AND SECONDLY by way of additional rent in each year a sum equal to the amount which the Lessor shall have paid in that year by way of premiums (whether increased by any act or omission of the Lessee or not) for keeping the demised premises properly insured against all the usual comprehensive risks and architects fees and two years loss of rent such additional rent to be paid on the rent day next following the payment by the Lessor of the said premiums

2. THE Lessee hereby covenants with the Lessor:

- (1) To pay the rents and other sums reserved on the days and in manner aforesaid without any deduction
- (2) To pay all other outgoings (whether of a recurring nature or not) now or hereafter charged or imposed upon or payable in respect of the Demised Premises or any part thereof or upon the Lessor or the occupier of the Demised Premises in respect of the Demised Premises or any part thereof or imposed upon the Lessor in respect of the Building or the Garden ground adjacent thereto or any part thereof respectively in which case a fair proportion thereof shall be payable by the Lessee
- (3) To repair renew and make good where necessary the interior of the said flat including interior walls ceiling and floors and

glass and the interior and exterior of the said garage and storage sheds and all service pipes and wires serving the Demised Premises alone and all fixtures and fittings thereto and to keep all the same in good and substantial repair order and condition

(4) To decorate so far as previously decorated all the inside surfaces of the Demised Premises once in every seventh year and in the last year of the said term and exterior of the said garage and storage sheds once in every fifth year and in the last year of the said term all such decorations to be carried out in a workmanlike manner to the satisfaction of the Lessor or its Surveyor

(5) To permit the Lessor or its authorised Agent upon reasonable notice to enter upon the Demised Premises for the purpose of inspecting the condition thereof and the Lessor shall be entitled to give the Lessee notice in writing of defects and wants of repair for which the Lessee is liable and within three calendar months of such notice or sooner if required the Lessee will make ~~good all defects and wants of repair to the satisfaction of the~~ Lessor

(6) To permit the Lessor and the Lessee of the premises above below or adjacent to the Demised Premises (if authorised by the Lessor) with or without workmen and others at all reasonable times on giving twenty-four hours notice (or at any time without notice in any emergency) to enter the Demised Premises to inspect clean repair and execute replacements to any part of the Building or block of garages and to inspect repair cleanse maintain and renew existing service pipes wires and cables and to lay new service pipes wires and cables and to prevent damage by flooding and to do all acts for the purpose of development or maintenance of the Building and block of garages which cannot otherwise be conveniently effected

(7) Not to do or permit or suffer to be done any act or thing whereby the policy or policies of insurance on the Demised Premises or on any part of the Building or block of garages may

become void or voidable and to indemnify the Lessor against any cost charges expenses losses or liabilities in respect of or occasioned by breach of this covenant

(8) To permit the Lessor or its authorised agents or Contractors at any time during daylight to enter the Demised Premises to execute repairs clean or alter or affix a television or V.H.F. aerial or lead to the exterior of the Demised Premises or any part of the Building the Lessor making good to the Lessee all the damage occasioned thereby

(9) To pay to the Lessor for the works and other items referred to in Clause 4 subclauses (2) (3) (4) and (5) hereof a sum of One hundred and eighty pounds (£180) as a contribution to the cost and expense of the said works and other items (other than the works listed in Item 3 of the Second Schedule hereto) incurred during the year ended on the previous Thirty-first day of December such payment to be made with the rent hereby reserved by two equal instalments on the Twenty-fifth day of March and the Twenty-ninth day of September in each year the first of such payments or a proportionate part thereof to be made on the date hereof PROVIDED that if the said sum of One hundred and eighty pounds (£180) exceeds one-sixth of the said cost and expense in any one year then the excess of such sum over the said one-sixth shall be credited to the Lessee and brought forward against the payment due for the following year and if the said sum of One hundred and eighty pounds (£180) is less than the said one-sixth in any one year the Lessee will pay to the Lessor such sum as is required to bring the payment up to the said one-sixth by two equal half-yearly instalments on the said Twenty-fifth day of March and Twenty-ninth day of September in addition to the instalments of the said sum of One hundred and eighty pounds (£180) payable on those dates the first payment however which shall be made on the Twenty-fifth day of March One thousand nine hundred and sixty-eight to be in respect of the actual cost and expense relating directly

to the period commencing on the date hereof and ending on the Thirty-first day of December One thousand nine hundred and sixty-seven. The cost and expense of the said works and other items shall be the sum certified by the Lessor or by its surveyor whose decision shall be final.

(10) To perform and observe the regulations and restrictions which the Lessor shall from time to time in its discretion impose governing the residential occupation and use of the Demised Premises and the use of the rights of way common parts and yard and the Garden hereinbefore mentioned.

(11) Not to damage or permit to be damaged the common parts in the building or the Garden yard or driveway or the said "Pages Croft" and to pay to the Lessor the cost of repairing or reinstating any common parts of the Building and yard or the Garden or driveway or Pages Croft where such repairing or reinstating is required as a result of damage caused by the Lessee or by other persons upon the Demised Premises or the Building and yard or garden or driveway or "Pages Croft" at the invitation of the Lessee.

(12) Not to do or suffer to be done any act or thing upon the Demised Premises or in the Garden or driveway or yard which shall or may be or become a nuisance or annoyance disturbance or in convenience to the Lessor or any occupiers for the time being of the other flats comprised in the remainder of the Building or of the adjoining or neighbouring premises now or formerly in the ownership of the Lessor.

In particular (without affecting the generality of the foregoing) the Lessee shall not:

- (a) occupy the Demised Premises nor permit the same to be occupied unless the floors are suitably carpeted or laid with sound proofing material
- (b) Permit any blockage or overflowing of sinks waste pipes closets or cisterns
- (c) Keep domestic pets or livestock in the Demised Premises
- (d) Play any musical instrument radio or television set or record player or other instrument for the reproduction of sound and/or speech between the hours of Twelve mid-

night and 7.00 a.m.

(e) Waste or permit to be wasted any water which may be supplied to the Demised Premises or any part thereof and will not shake or allow to be shaken any carpet mat cloths or similar articles in the hall passages landings or staircases or from any of the windows of the Building

(f) Allow the windows of the Demised Premises to remain without curtains or uncleaned inside and out for a period exceeding one month

(g) Exhibit any placards posters or advertisements without the consent of the Lessor

(h) Hold sales by auction on the Demised Premises

(i) Place any object or suffer any object to be left in the common entrance hall passages landings and staircases or any part of the yard garden or driveway and not to allow children to loiter or play in or on the said entrance hall passages landings and staircases or on the said yard or driveway

(j) Hang washing clothing or similar articles to dry anywhere outside the Demised Premises

(k) Allow the entrance door to the Demised Premises to remain open longer than necessary for the purpose of passing and repassing

(l) Affix any radio or television aerial or any receiving or transmitting apparatus to the exterior of either the Building or the Demised Premises

(m) Deposit any refuse other than in a proper refuse bin or keep a refuse bin which does not have a lid that fits securely

(n) Dismantle or repair any motor car vehicle either in the yard outside the garage or elsewhere in the garden or on the driveway

(o) Store any petrol or other inflammable substance in the Garage except in the fuel tank of the vehicle kept therein



(p) Park any motor vehicle in any place other than the Garage

(13) Not to damage or injure or permit to be damaged or injured any trees or bushes flowers or lawns standing or growing in the Garden and not to pick any of the said flowers

(14) (a) Not to obstruct the said road known as "Pages Croft" in any way or place thereon or permit to be placed thereon any chattel or thing provided that nothing herein contained shall be construed as prohibiting or preventing the normal temporary parking of road vehicles

(b) Not to do or omit or permit or suffer to be done or omitted any act matter or thing on or about the said Pages Croft which may be or become a nuisance annoyance danger or detriment to the Lessor or any of its tenants or to the adjoining or neighbouring land or houses or to the owners or occupiers thereof

(15) Not to make any alteration or addition to the Demised Premises or to the heating or electrical installations therein without the previous consent in writing of the Lessor and not to construct or permit to be constructed any portable temporary or other building or erection of any kind whatsoever in the Garden or on the driveway or yards

(16) To give notice forthwith to the Lessor of any notice or a proposal for a notice or order or proposal for an order made or given or issued to the Lessee under any statute order regulations or byelaw for the time being in force and if so required by the Lessor to produce such notice order or proposal for a notice or order to the Lessor and at the request of the Lessor to make or join with the Lessor in making such objection or representation in respect thereof as the Lessor may reasonably require

(17) At all times to comply with the provisions and requirements of the Town and Country Planning Act 1962 or any statutory modification or re-enactment thereof for the time being in force and any regulations and orders thereunder and to indemnify the Lessor against all liability whatsoever in respect of such matters

(18) In all respects to comply with the provisions of all statutes and other obligations imposed by law in respect of the Demised Premises or any part thereof

(19) To indemnify and keep indemnified the Lessor from and against all legal liability or alleged liability in respect of all loss damage actions proceedings suits claims demands costs damages expenses and liabilities in respect of any injury to or the death of any person damage to any property or the infringement of any right by reason of any negligence or any other act or default whatsoever of the Lessee his servants agents invitees or licencees in or on or about the Demised Premises and the Building and Garden yard and driveway

(20) To carry out all works that the Lessor or the Lessee shall be required to execute by any public authority or any body having statutory powers of enforcing the execution of the said works and for which the Lessee is responsible under the terms of this Lease and to indemnify the Lessor against any costs damages expenses or liabilities in respect of the same

(21) To obtain at the Lessee's expense all necessary permissions consents authorities and licences before carrying out works for which the same are required and to indemnify the Lessor against any breach or non-observance of any condition attached to the same

(22) To use the Demised Premises as a single private dwelling only and not to use the Demised Premises or any part thereof for any profession business trade or any other occupation and to use the Garage for the purpose of parking one private motor car only and for no other purpose whatsoever

(23) To give immediate notice to the Lessor of any obstruction to the window light doorway path passage or drain upon the Demised Premises and if required to do so by the Lessor at the expense of the Lessor to take all appropriate steps for preventing such obstruction or the acquisition of any easement by reason of such obstruction

(24) To permit the Lessor or his authorised Agent at all reasonable

times during the last year of the said term to enter the Demised Premises and take a schedule of the fixtures therein and to affix a board on the exterior of the Demised Premises for letting the same and to permit all persons authorised by the Lessor during the last year of the term to enter and view the Demised Premises during daylight without hindrance

(25) Not at any time during the term hereby granted to assign underlet or part with the possession of part only of the Demised Premises or take in paying guests and not during the last seven years of the term to assign underlet or part with the possession of the whole of the Demised Premises and not at any other time during the term hereby granted to underlet or part with the possession of the whole of the Demised Premises (otherwise than by way of legal assignment) unless any underlease or tenancy agreement is for a period of not less than six months and contains a covenant by the underlessee or tenant as the case may be directly with the Lessor to observe and perform the covenants and conditions herein contained including a covenant not to further assign or underlet or part with the possession of the Demised Premises or any part thereof in terms similar to the above in which case the Lessor shall not unreasonably withhold its consent in the case of a respectable and responsible underlessee or sub-tenant

(26) Within one calendar month next after every authorised assignment underlease transfer mortgage or charge of the Demised Premises or any devolution of the interest of the Lessee to give to the Lessor's solicitors notice in writing containing the date thereof and the names and addresses of the parties thereto and short particulars of the effect thereof and to pay to the said solicitors the sum of Two pounds two shillings in respect of each such notice

(27) That if the Lessee shall make default in the performance of any of the covenants relating to repair or maintenance of the Demised Premises set out above it shall be lawful for the Lessor or its authorised agent (without prejudice to the right of re-entry

hereinafter contained) to enter and repair the Demised Premises at the Lessee's expense which expense shall be repayable on demand

(28) The Lessee will pay all expenses including Solicitors costs and Surveyors costs incurred by the Lessor in or in contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(29) On the determination of the term hereby granted to yield up the Demised Premises and all fixtures and fittings therein in tenantable repair and condition

3. PROVIDED ALWAYS that if the rent or any part thereof shall be unpaid for twenty-one days after the same ought to have been paid (whether the same shall have been legally demanded or not) or if there shall be a breach or non-observance of the covenants and conditions on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessor at any time thereafter into and upon the Demised Premises or any part thereof in the name of the whole to re-enter and the same to have again and repossess and enjoy as of its former estate-without prejudice to any right of action in respect of any antecedent breach of the Lessee's covenants hereinbefore contained

4. THE Lessor hereby covenants with the Lessee that the Lessee paying the rent reserved and performing the covenants on the part of the Lessee herein contained:-

(1) The Lessee may peaceably hold and enjoy the Demised Premises during the said term without any lawful interruption or disturbance by the Lessor except so far as aforesaid

(2) That the Lessor will so far as the Lessor considers the same to be required for the good management of the Estate carry out the works specified in and make the payments or levy the charges specified in the Second Schedule hereto

(3) That the Lessor will keep the exterior of the Building including roofs gutters foundations main walls (but not the interior walls of the Demised Premises) and the common parts of the Building

in good repair and to decorate the exterior thereof and the common parts once in every five years so far as may be required and to keep the service pipes and wires (other than service pipes and wires serving the Demised Premises alone) in good repair clean and free from obstruction

(4) That the Lessor will provide and maintain a proper and efficient system for supplying hot water for domestic purposes at all times to the flat and also for central heating by the radiators in the flat between the Fifteenth day of October and the Fifteenth day of April in every year and also to provide and maintain an efficient lighting system to the entrance hall staircases passages and landings of the building but excepting always any liability upon the Lessor for any failure in respect of either of the foregoing services which is attributable to any cause beyond the Lessor's control or to any Act of Parliament or Statutory instrument

(5) To pay the water rate imposed or charged on the Building

(6) To keep the Building insured against loss or damage by all the usual comprehensive risks (including Architects fees and two years loss of rent) and to lay out all moneys which shall be received under or by virtue of such insurance in re-building and re-instating the building including the demised premises unless payment of the insurance moneys or any part thereof shall be refused or withheld owing to some act or default of the Lessee

(7) Not to grant a lease or tenancy of any other part of the Building except in a form similar to this Lease and at the request of the Lessee to enforce the covenants by other Lessees in the Building evidence of the breach of which the Lessee provides to the Lessor's satisfaction

5. PROVIDED and it is hereby agreed as follows:

(a) That notwithstanding the common parts shall be in the charge of the Lessor the Lessor shall not be liable to the Lessee for any loss damage or inconvenience which may be caused by reason of the failure stoppage leakage bursting or defect of any hot or cold

water sanitary or other apparatus or of soil gas water electricity pipes or cables in the Building or on any neighbouring or adjoining premises or the failure to cleanse repair or light any common parts or provide hot water and the Lessor's common law duty of care as imposed by the Occupiers Liability Act 1957 or any statute amending or replacing the same to the Lessees family servants agents and visitors (within the meaning of such Act) shall in no way go beyond the obligations involved in such common duty of care by reason of the obligations of the Lessor contained in this Lease

(b) That the Lessor shall not be liable under the covenants on the Lessor's part hereinbefore contained unless notice of any alleged breach has been served in writing on the Lessor and the Lessor shall not be liable for any loss or damage in any event which arises from failure or delay to carry out works repairs or decorations where such failure or delay is due to war civil commotion strikes lock-outs labour disputes shortage of labour or materials inclement weather or other causes beyond the control of the Lessor

(c) That the Lessor shall not be responsible to the Lessee for the acts neglect default or misfeasance of any servant or employee of the Lessor in breach neglect or non-fulfilment of his duty

(d) That any dispute arising as between the Lessee and the Lessor or the Lessee and the tenants and occupiers of adjoining and neighbouring premises as to any easement right or privilege in connection with the use of the Demised Premises or the other premises in the Building or the common parts thereof shall be decided by the Lessor's surveyor whose decision shall be binding on all parties to the dispute

6. IN this Lease unless the context otherwise requires the singular shall include the plural and the covenants where appropriate deemed to be made jointly and severally the masculine shall include the feminine and neuter and the expressions set out in the first column of the First Schedule hereto shall include the

expressions set out against them in the Second column of the said First Schedule hereto

7. 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 the rent) exceeds <sup>Five</sup> ~~2~~ <sup>five hundred</sup> thousand/pounds

I N W I T N E S S whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has set his hand and seal the day and year first before written

THE FIRST SCHEDULE above referred to

Lessor	The persons for the time being entitled to the reversion immediately expectant on the term hereby granted
Lessee	Executors administrators and assigns
Common parts	Halls passages landings and staircases and all communal parts leading to and from the Demised Premises
Services	Water soil gas and electricity
Pipes	Pipes drains gutters sewers wires cables conduits and meters carrying services and leads aerials and cables feeding wireless or television sets
All other outgoings	Taxes charges duties tithe redemption annuities assessments impositions and obligations (whether of a recurring nature or not)
Decorate	Paint paper grain varnish whitewash and cleanse with good quality materials and with a proper number of coats
Inside Surfaces	Cellings walls floors woodwork ironwork and window casements

THE SECOND SCHEDULE above referred to

1. Keep the roads (including "Pages Croft") paths kerbs verges footpaths open spaces and service pipes serving but not within the curtilage of the Demised Premises in proper repair and condition

the roadways properly lighted and the gardens in neat and orderly condition including re-turfing lawns and replacing dead or damaged trees or shrubs and carry out any other works or provide any other services not specifically referred to in this Schedule which the Lessor considers in its absolute discretion should be carried out or provided in the interests of good estate management (provided that no liability to carry out works for which the Local Authority is liable shall arise or be included)

2. Maintain and repair fences boundary and retaining walls and gates which are not the responsibility of any individual Lessee

3. Keep the common parts serving the Demised Premises in a clean condition properly lighted decorated and repaired

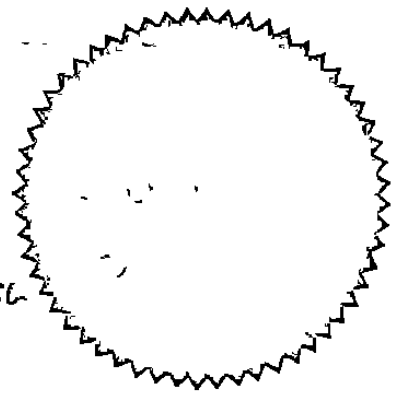
4. Arrange for the collection and disposal of the refuse and make all necessary payments to the Local Authority in connection therewith

5. Levy a management charge not exceeding ten per centum of the amounts expended under the previous Clauses of this Schedule and under the provisions of Clauses 4 (3) (4) (5) and (6) of this

THE COMMON SEAL of RICHARD )  
COSTAIN HOMES LIMITED was )  
hereunto affixed in the )  
presence of :

*Norman Peck*  
Director

*F. P. WILKINSON*  
Authorized Signatory





R.R.F. v. Bk 73783

We certify that this is a true copy of the Lease dated the 29<sup>th</sup> December 1967 and made between ~~William Theodore Jackson~~ of the one part Richard Costain Homes Ltd. of the one part and William Theodore Jackson of the other part.

Richard P. L. L.

Solicitor for the Applicant

DATED 29<sup>th</sup> December 1967

RICHARD COSTAIN HOMES LTD.

-to-

W. T. JACKSON ESQ.

L E A S E

-of-

Plot Number 2 Wintonford  
Easthampstead Road Wokingham  
in the County of Berks and  
Garage No. 2

Date of Commencement: 24<sup>th</sup> June 1967

For Years 09

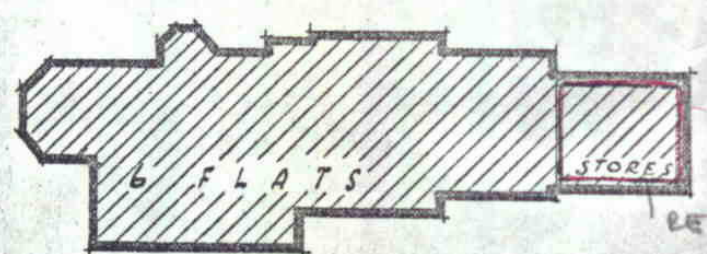
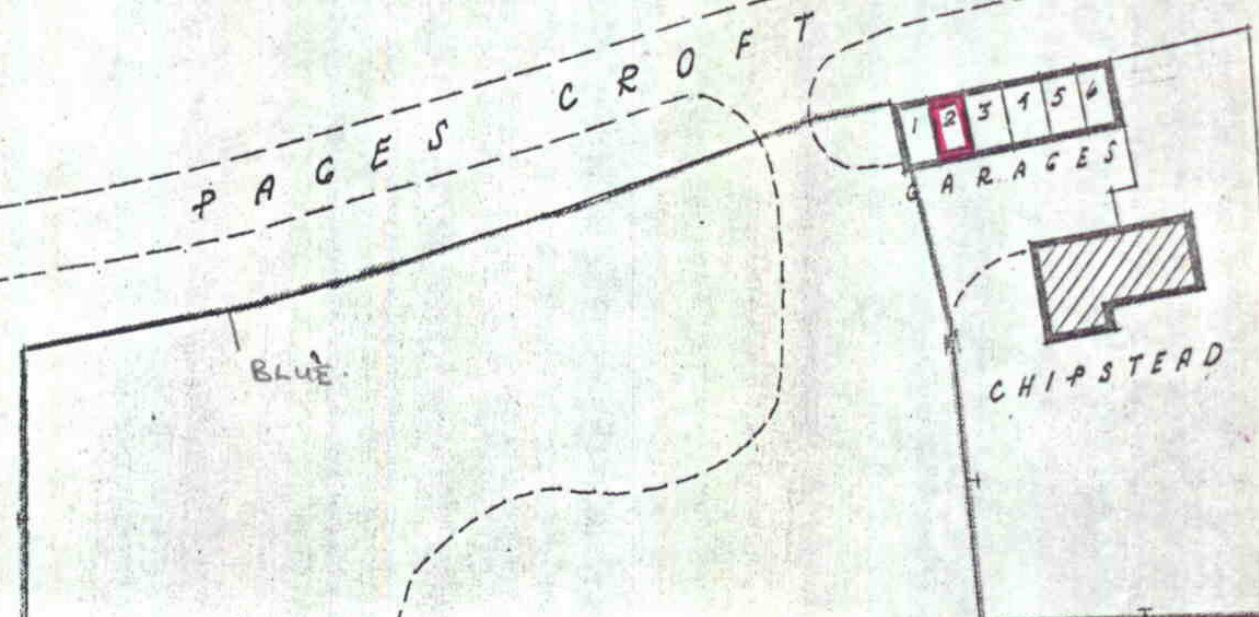
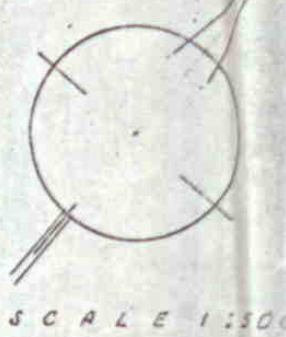
Expiry Date 24<sup>th</sup> June 2006

Rent £ 26' per annum  
plus service charge

BK 73783

PLAN REFERRED TO:

PAGES CROFT



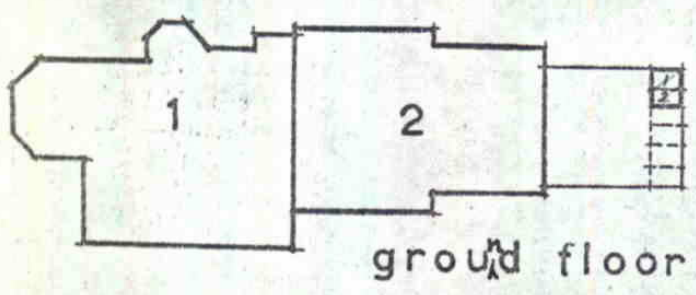
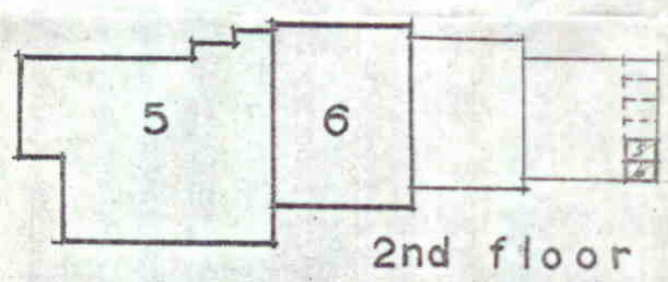
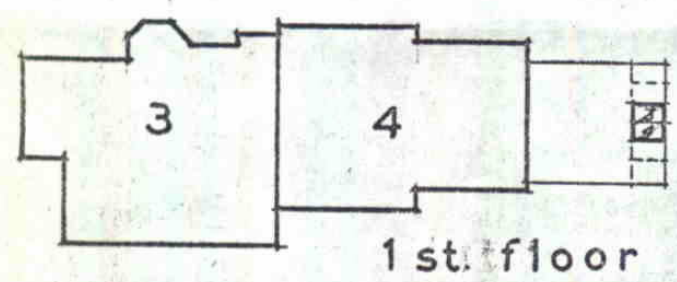
Norman Paul

COMMON SEAL OF RICHARD COSTAIN HOMES LIMITED

E.N. Wimpson

MERTON FORD

*Richardson South etc as Solicitor for and on behalf of William Theodore Jackson*



F.I.M. LAND REGISTRY  
TITLE NUMBER  
BK 73783  
COPY PLAN Lease  
NOT TO SCALE

29.12.1967

THIS PLAN IS FOR IDENTIFICATION PURPOSES ONLY

DWG. N° MF1.