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H M LAND REGISTRY

6615/8

LAND REGISTRATION ACTS 1925 to 1971

LEASE OF PART

County and District : Berkshire - Wokingham
Landlord's Title Number : BK 204817
Tenant's Title Number : (To be allotted)

Property

INLAND REVENUE
PRODUCED BY
15 AUG 1984
FINANCE ACT 1954
PARTICULARS

Flat 14 Woosehill Court
Emmview Close Wokingham
Berkshire

Date of Lease

7th August 1984

1. The Landlord : Sir Alfred McAlpine Homes South Limited
whose registered office is at Estra
House Station Approach London SW16 6EJ
2. The Company : Woosehill Court Management Limited whose
registered office is at Estra House
Station Approach London SW16 6EJ
3. The Tenant : ANDREW JOHN WHITLAM of 8 Kibblewhite
Crescent, Twyford, Berks
4. The Flat : Number 14 on the 2nd floor of
the Property
5. Other Demised
Premises : Parking Space Number P 14
6. The Property : The building comprising eighteen self
contained flats situate and known as
Woosehill Court Emmview Close
Wokingham Berkshire
7. The Premium : £33,000

8. The Rents : 1st 25 years of the Term - £50 p.a.
2nd 25 years of the Term - £100 p.a.
3rd 25 years of the Term - £150 p.a.
4th 25 years of the Term - £200 p.a.
Remainder of the Term - £250 p.a.

Av1507

9. The Term : 125 years from 25th March 1984

10. The Interim Maintenance Charge : £50 per half year (estimated)

11. Tenant's Contribution to the total Maintenance Charge : One 18th part

12. Certificate of Value :

THIS LEASE is made on the date stated in the Particulars annexed hereto ("the Particulars") BETWEEN the Landlord specified in Paragraph 1 of the Particulars ("the Landlord") of the first part the Company specified in Paragraph 2 of the Particulars ("the Company") of the second part and the person or persons specified in Paragraph 3 of the Particulars ("the Tenant") of the third part

AND WITNESSETH AS FOLLOWS:

1. Unless the context requires otherwise the various expressions set out in the First Schedule hereto shall have the meaning or bear the interpretation therein set out

2. In consideration of the Premium specified in Paragraph 7 of the Particulars paid by the Tenant to the Landlord (receipt of which sum the Landlord hereby acknowledges) the Landlord as Beneficial Owner **HEREBY DEMISES** to the Tenant **ALL THOSE** the Demised Premises **TOGETHER** with the Included Rights **EXCEPTING AND RESERVING** unto the Landlord (and where appropriate the Company and any relevant statutory undertakers) the Excepted Rights **TO HOLD** the same unto the Tenant for the term of years specified in Paragraph 9 of the Particulars **YIELDING AND PAYING** yearly during the said term the Rents specified in Paragraph 8 of the Particulars such rents to be paid in advance without deduction (save as authorised or required by law) by equal half yearly payments on the 25th day of March and the 29th day of September in every year of the said term the first proportionate payment thereof in respect of the period from the date hereof up to the date for payment of rent next following to be made on the execution hereof provided that at no time shall the Tenant be required to pay a rent which would under legislation restricting or controlling rents prohibit the charging of a premium on the grant of a lease or on an assignment thereof and in such case the rent reserved by this Lease shall only be payable to the extent that it would be one pound below the limit imposed by this proviso

3. The Tenant HEREBY COVENANTS:

- (i) with the Landlord to observe and perform the obligations set out in Part I of the Fifth Schedule hereto
- (ii) with the Landlord the Company and with the lessees of all the other flats in the Property to observe and perform the obligations set out in Part II of the Fifth Schedule and in the Ninth Schedule

4. The Landlord HEREBY COVENANTS with the Tenant so as to bind itself and its successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant upon the determination of this Lease but not so as to bind itself after it shall have parted with such reversion or to incur further liability thereafter to observe and perform the obligations set out in the Sixth Schedule hereto

5. The Company HEREBY COVENANTS with the Landlord and the Tenant to observe and perform the obligations set out in the Seventh Schedule hereto

6. The Landlord the Company and the Tenant agree the provisions set out in the Eighth Schedule hereto

7. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration (other than rent) exceeds the sum specified in Paragraph 12 of the Particulars

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

THE FIRST SCHEDULE
(DEFINITIONS AND INTERPRETATION)

1. "Landlord" and "Tenant" include their respective successors in title and if the Tenant is more than one person then the covenants and obligations on the Tenant's part shall be construed as joint and several
2. Words importing the masculine gender shall where necessary be construed as importing the feminine and words importing the singular number shall where necessary be construed as importing the plural and visa versa
3. "The Demised Premises" means the Flat and the Other Demised Premises referred to in Paragraphs 4 and 5 of the Particulars and more particularly described in the Second Schedule hereto
4. The expression "the Parking Space" and means the part of the Demised Premises referred to in Paragraph 5 of the Particulars and described in the Second Schedule and the expression "the Flat" includes any maisonette described as "the Flat" in the Second Schedule
5. "The Property" means the building of which the Demised Premises form part and which is specified in Paragraph 6 of the Particulars
6. "The Common Parts" means all those parts of the Property not exclusively enjoyed by lease licence or otherwise by the Tenant or occupiers of other demised parts of the Property
7. "The Gardens and Grounds" means the vehicular and pedestrian access ways landscaped areas open spaces (including any walls fences trees shrubs plants and other things erected planted or being thereon) and other areas within the land shown edged with a thick black line on the plan annexed hereto the use of which is or is intended to be common to the Tenant others entitled to the like right

8. "The Included Rights" means the rights easements and privileges contained in the Third Schedule hereto

9. "The Excepted Rights" means the exceptions and reservations contained in the Fourth Schedule hereto

10. "Conduits" means and includes flues ventilating ducts cisterns tanks radiators water and gas and electricity supply pipes sewers drains tubes meters soil pipes waste water pipes central heating pipes and also wires or cables used for the conveyance of electrical current and all valves taps and switches appertaining thereto and includes (unless expressly excluded) any wires cables or apparatus belonging to any public utility supply authorities or any person or corporation supplying any television aerial rediffusion service internal telephone system or door porter system

11. "The Maintenance Year" means a period commencing on the 29th day of September in each year and ending on the 28th day of September in the following year

12. "The Maintenance Charge" means the amount or amounts from time to time payable under Paragraph (1) of Part II of the Fifth Schedule and shall include any Value Added Tax payable thereon

13. "The Interim Maintenance Charge" means the sum specified in Paragraph 10 of the Particulars or such other sum to be paid on account of the Maintenance Charge in respect of each Maintenance Year as the Company its managing agents or accountants from time to time and at any time shall specify at its or their discretion to be a fair and reasonable sum

14. "The Head Lease" means the Lease (if any) under which the Landlord holds the Property at the date hereof

15. "The Prescribed Rate" means whichever shall be the greater of fifteen per centum per annum or six per centum per annum over the base rate of Williams & Glyn's Bank plc or any successor to the business of that Bank subsisting at the date upon which any interest payable under this Lease became due

THE SECOND SCHEDULE
THE DEMISED PREMISES

The Flat specified in Paragraph 4 of the Particulars and shown edged red on the plan annexed hereto together with the parking space specified in Paragraph 5 of the particulars and shown coloured pink on the said plan ALL OF WHICH premises for the purposes of obligation as well as grant (but subject to the provisions herein contained prohibiting decoration or alteration of the exterior of the Property by the Tenant) INCLUDE:

1. the internal plaster tiles or other coverings of the external and internal load bearing walls of the Flat and the doors door-frames windows and window-frames fitted in such walls and the glass fitted in such window-frames
2. any of the walls or partitions lying within the Flat which are not load bearing or do not form part of the main structure of the Property including the plaster tiles or other coverings of such walls or partitions and the doors and door-frames and any glass and locks fitted in such doors walls partitions and door-frames
3. the plaster tiles or other coverings of the ceilings of and the floorboards and other surfaces of the floors of the Flat
4. where the Flat is situate on two or more floors the timbers and joists and other structural members between such floors and to which are fixed or suspended floors and ceilings which are wholly within the Flat and all internal staircases connecting such floors

5. the surface of the floor of any balcony roof garden terrace or patio included in the demise and any fence or railings surrounding the same
6. all conduits (save those belonging to any public utility supply authorities or to any person or company supplying any television aerial rediffusion service internal telephone system or door porter system) which are situate in any part of the Property and serve exclusively the Demised Premises
7. all fixtures and fittings in or about the Demised Premises (other than tenant's fixtures and fittings) and not hereinafter expressly excluded)
8. the surface of any parking space and any car port or covering erected thereon included in the demise
9. such of the walls fences railings or hedges surrounding the garden patio or terrace (if any) included in the demise

BUT EXCLUDE (UNLESS EXPRESSLY INCLUDED)

- (a) any part or parts of the Property lying above the said surfaces of the ceilings or below the said floor surfaces
- (b) the main timber joists or structural parts of the Property and the external and internal load bearing walls of the Demised Premises
- (c) the structural parts of any balconies roof gardens patios or terraces
- (d) any Conduits in the Property which do not serve exclusively the Demised Premises and any Conduits belonging to any public utility supply authorities or to any person or company supplying any television aerial rediffusion service internal telephone system or door porter system

THE THIRD SCHEDULE
(THE INCLUDED RIGHTS)

1. The right for the Tenant and all persons authorised by him in common with all others now or hereafter entitled to the like right at all times and for all purposes to use on foot only (except in the case of drives or forecourts adapted for vehicular use) the common entrance hall staircases passages and lifts (if any) in the Property giving access to the Demised Premises and any of the common external paths driveways staircases or forecourts leading from the public highway or footpath to the main entrance or entrances of the Property the Demised Premises or the refuse area used in connection therewith PROVIDED ALWAYS that the Company shall have the right in the interests of good estate management temporarily to close or divert such parts of the Property specified above provided that such closure or diversion shall not prevent the Tenant from having access to or egress from the Demised Premises at all times

2. The right in common with all other persons entitled to the like right to the free and uninterrupted passage and running of gas electricity water and soil and all other services to and from the Demised Premises in through and along the Conduits now laid or which may at any time during the term be laid in or through the Property or any part thereof or the Gardens and Grounds and serve the Demised Premises

3. The right for the Tenant with servants agents and workmen to enter upon any part of the Property as may be reasonably necessary for the protection of the Demised Premises and to enable the Tenant to comply with his obligations hereunder or to read any meters situated in any part of the Property which serve the Demised Premises Provided Always that the Tenant shall (except in emergency) before exercising such right in respect of any part of the Property other than the Common Parts give reasonable prior notice in writing to the occupier of such part of the Property specifying the purpose for which entry is required and the Tenant shall forthwith make good all damage to the Property occasioned by such entry or any works consequent thereon

4. The right to subjacent and lateral support and protection for the Demised Premises from the remainder of the Property not hereby demised as enjoyed at the date hereof

5. Subject to payment of the Maintenance Charge the right for the Tenant in common with all persons entitled to any like or similar rights to use any common television aerial rediffusion service for wireless or television programmes and internal telephone system or door porter system which may from time to time be installed in the Property subject to due compliance with the terms of any agreement made between the Landlord or the Company and the company or companies installing supplying or maintaining the same and any rules which the Company may from time to time make in respect thereof

6. Subject to payment of the Maintenance Charge the right in common with all other persons entitled to a like right to use any refuse storage facilities provided within the Property or the Gardens and Grounds

7. The benefit (in common with the other persons entitled to such benefit) of any covenants or agreements entered into or which may hereafter be entered into by the lessees of any other demised parts of the Property with the Landlord or any of its predecessors or successors in title similar to those contained in Part II of the Fifth Schedule hereto

8. Subject to payment of the Maintenance Charge the right in common with all other persons entitled to a like right to use the Gardens and Grounds or the facilities or amenities therein (if any) the benefit or use of which is common to the Property and any adjacent or neighbouring properties the Tenant not causing any inconvenience or annoyance to other persons entitled to the like right and complying with such rules as to user as the Company may from time to time prescribe

THE FOURTH SCHEDULE
(THE EXCEPTED RIGHTS)

1. The easements rights and privileges over and along through and in respect of the Demised Premises equivalent to those set out in Paragraphs 2 3 4 and 5 of the Third Schedule hereto

2. The right with or without agents and workmen at all reasonable times upon reasonable prior notice (except in emergency) to enter the Demised Premises for the purpose of carrying out the obligations of the Company contained in the Seventh Schedule hereto the person exercising such right making good all damage to the Demised Premises occasioned by such entry or any works consequent thereon

3. The right at any time or times to rebuild reconstruct modify or alter the layout of the Property or any part thereof (except the Demised Premises) or the Gardens and Grounds or any building adjoining or adjacent to the same or to erect a new building or buildings on any part of the property so adjoining or so adjacent to such height elevation extent or otherwise as may be thought fit and so that the access of light and air to the Demised Premises shall until interrupted be deemed to be enjoyed by virtue of these presents which shall be deemed to constitute a consent or agreement in writing for that purpose within the meaning of Section 3 of the Prescription Act 1832 so that the enjoyment thereof shall not nor shall these presents prevent any such rebuilding alteration or erection as aforesaid And Provided that any such works of construction demolition or alteration are carried out with due regard to modern standards and methods of building and workmanship and provided all damage to the Demised Premises is made good the Tenant shall permit such works to continue without interference or objection

4. The right to erect and maintain such wireless and television aeriains or other such apparatus referred to in Paragraph 5 of the Third Schedule on the roof or exterior walls of the Property and to enter and run wires and cables connecting such aeriains or other apparatus through the Demised Premises making good forthwith any damage thereby caused

5. The right for the Gas Electricity and Water Boards or other relevant Statutory Authority to enter upon the Property (including the Demised Premises) for the purpose of carrying out all or any of their respective functions subject to the making good of any damage thereby caused and the Tenant hereby consents to the registration in the Charges register of the Tenant's Title (as and when the same is registered) of any Deed of Easement which may be granted by the Landlord to the said Gas Electricity and Water Boards or other relevant Statutory Authority in respect of the Property (including the Demised Premises) PROVIDED THAT any such registration does not affect the value of the Flat specified in paragraph 4 of the Particulars

THE FIFTH SCHEDULE

PART I

(TENANT'S COVENANTS WITH THE LANDLORD)

- (1) To pay the reserved rents at the time and in the manner aforesaid
- (2) To pay all general and water rates and other outgoings of a recurring and non capital nature which are now or may during the term hereby granted be payable in respect of the Demised Premises
- (3) To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to a Surveyor) which may be incurred by the Landlord in contemplation of or incidental to the preparation and service of a Notice under Section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
- (4) To comply with all local bye laws statutory requirements and other lawful requirements applicable to the Demised Premises and to keep the Landlord indemnified against all claims demands and liability arising thereon

(5) On the determination of the said term to yield up to the Landlord the Demised Premises in good and substantial repair in accordance with the covenants by the Tenant herein contained

(6) To permit the Landlord and its duly authorised Surveyors or Agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state of repair thereof or of the Property

(7) In accordance with the Tenant's covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall be given by the Landlord to the Tenant within two calendar months after the giving of such notice

(8) If at any time during the said term the Tenant shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Landlord at all reasonable times during the said term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Tenant (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinbefore contained) and to repay to the Landlord on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors' Counsel's and Surveyors' costs and fees reasonably incurred by the Landlord in respect thereof) such cost to be recoverable by the Landlord as if the same were rent in arrear

(9) In the event of the Demised Premises or any part of the Property being damaged or destroyed by fire or other causes at any time during the term hereby granted and the insurance money under any insurance against fire or other risks effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant will

forthwith pay to the Landlord the whole or a fair proportion of the cost of rebuilding the same and any dispute arising out of this provision shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(10) Not at any time without licence in writing of the Landlord first obtained except (if such licence shall be granted) in accordance with plans and specifications previously approved by the Landlord and to the Landlord's reasonable satisfaction and in compliance with all relevant Local Authority regulations and requirements to make any alteration or addition whatsoever in or to the Demised Premises either externally or internally or to make any alteration or apperture 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

(11) Not to erect upon or affix to the Demised Premises or any part thereof any radio or television receiving or transmitting aerials nor to bring into or allow to remain in the Demised premises any machinery or mechanical or scientific apparatus other than usual domestic equipment

(12) Not to hold on any part of the Demised Premises any sale by auction nor to use the same or any part thereof nor allow the same to be used for any illegal or immoral purposes but only to use the same as a self-contained residential flat with appurtenances in one family occupation only

(13) Not to exhibit on the outside or in the windows of the Demised Premises any name-plate placard or announcement of any description

(14) Without prejudice to the other covenants in this Lease contained not to do or permit to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1971 or any enactment amending or replacing the same and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof

(15) Within seven days of the receipt of notice of the same to give full particulars to the Landlord of any permission notice order or proposal for a notice or order relating to the Demised Premises or the Property made given or issued to the Tenant by any Government Department local or public authority under or by virtue of any statutory powers or otherwise and if so required by the Landlord to produce such permission notice order or proposal for a notice or order to the Landlord AND ALSO without delay to take all reasonable or necessary steps to comply with any such notice or order at the Tenant's own expense insofar as the same relates to the Demised Premises

(16) To give notice of any transfer assignment subletting parting with possession charge or other devolution of the term hereby created within twenty one days of such devolution together with a certified copy of every instrument of such devolution to the Landlord's solicitors paying a reasonable registration fee therefor (not being less than £10) plus any Value Added or similar Tax payable thereon at the rate for the time being in force

(17) (a) Not to assign underlet share or part with possession of part only of the Demised Premises

(b) Not to assign underlet share or part with possession of the whole of the Demised Premises during the last seven years of the term without the Landlord's consent in writing such consent not to be unreasonably withheld

(c) To procure that any underletting of the Demised Premises contains restrictions similar to those set out in the Ninth Schedule and does not contain terms inconsistent with the terms of this Lease or the Head Lease (if any)

(18) To observe and perform by way of indemnity only the restrictive and other covenants (if any) set out or referred to in the Charges Register of the Title above referred to or in the Landlord's title deeds to the Property so far as they relate to the Demised Premises

(19) To pay the Landlord's proper legal and Surveyors' costs incurred in connection with applications for any consent under the terms of this Lease whether or not such consent is granted

(20) (a) If the rent hereby reserved or any part thereof or any other sum payable by the Tenant to the Landlord pursuant to the provisions of this Lease shall not have been paid within fourteen days from the date whereon payment of the same was due then the Tenant shall pay to the Landlord interest upon such rent or other sum at the Prescribed Rate until the said rent or other sum shall have been paid

(b) Interest payable by the Tenant pursuant to this sub-clause shall be calculated from day to day

(c) Interest payable by the Tenant upon arrears of rent or other such sum due to the Landlord shall not itself be deemed to be rent

THE FIFTH SCHEDULE

PART II

(TENANT'S COVENANTS WITH THE LANDLORD THE COMPANY AND THE OTHER TENANTS OF THE PROPERTY)

(1) To pay to the Company a Maintenance Charge being that proportion or those proportions specified in Paragraph 11 of the Particulars of the expenses which the Company shall in relation to the Property and the Gardens and Grounds reasonably and properly incur in each Maintenance Year in complying with the covenants on its part contained in the Seventh Schedule hereto (including the provision for

costs charges and expenses incurred by the Landlord in so doing being paid by the Tenant and the other tenants of the Property (in advance if required) in the same proportion as specified in Paragraph 11 of the Particulars

(6) To pay the appropriate Maintenance Charge in respect of any other flat in the Property remaining unsold at the date hereof until such time as such flat or flats are demised to a tenant on terms similar to those contained in this Lease

THE SEVENTH SCHEDULE

(THE COMPANY'S COVENANTS WITH THE LANDLORD AND THE TENANT)

(1) Subject to the payment by the Tenant of the Maintenance Charge and the Interim Maintenance Charge herein mentioned and provided that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to keep in good repair and decoration (as appropriate) and to renew and improve as and when the Company may from time to time in its absolute discretion consider necessary

(a) The structure of the Property INCLUDING -

(i) the roof and foundations

(ii) all the exterior and load bearing walls of the Property whether internal or external (but excluding the internal skins of the external walls)

(iii) the timbers joists and beams of the ceilings and roofs and the slabs of the floors in the Property

(iv) the gutters rainwater and soil pipes of the Property

(b) The Conduits in under and upon the Property not exclusively serving the Demised Premises or other demised parts of the Property (except those Conduits which are the property of a public utility supply authority or of a person

or company supplying television aerial rediffusion service
internal telephone system or door porter system)

(c) The Common Parts

(d) The Gardens and Grounds

(e) All other parts of the Property not included in the
foregoing sub-Paragraphs

BUT EXCLUDING any part of the Property included in this demise by
virtue of the Second Schedule or in the demise of any other flat or
part of the Property

(2) As often as may be necessary to decorate the exterior of the
Property including such exterior parts of the Demised Premises as the
Tenant is prohibited from painting

(3) Subject as aforesaid and so far as practicable to keep the
Common Parts and the Gardens and Grounds clean tidy and reasonably
lighted

(4) To keep the Property including the Demised Premises insured
to its full reinstatement value against loss or damage by fire and such
other of the usual comprehensive risks as the Landlord may in its
discretion think fit to insure against and to produce to the Landlord
and the Tenant on demand (and on payment of a proper fee for the
production and copying thereof) the policy of insurance and the receipt
for the last premium in respect thereof and to cause all monies
received in respect of any such insurance as aforesaid to be paid out
with all convenient speed in rebuilding repairing or otherwise
reinstating the Property or the part thereof so destroyed or damaged

but without prejudice to the Tenant's liability to pay or contribute towards the costs of such rebuilding repairing or reinstatement as hereinbefore provided PROVIDED THAT the Company shall be under no liability to the Tenant under this clause to make good to the Tenant any deficiency of such insurance monies by reason of the premium for the insurance of the Property having been increased on account of any thing or matter done or brought thereon of which notice shall not have been given by the Tenant to the Landlord and the Company in accordance with clause 5 of Part II of the Fifth Schedule

(5) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged and imposed upon the Gardens and Grounds and the Property as distinct from any assessment made in respect of the Demised Premises or other demised parts of the Property

(6) To maintain (if and when installed by the Landlord or the Company at their discretion) any television and radio receiving aerials installed in the Property and any door telephone installed in the Property

(7) For the purpose of performing the covenants on the part of the Company herein contained to employ on such terms and conditions as the Company shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as the Company may from time to time consider necessary

(8) To effect such additional insurance as the Company shall deem necessary in connection with the Property or the Gardens and Grounds or any part thereof

(9) To employ a Managing Agent or Surveyor to manage the Property and the Gardens and Grounds and to collect the maintenance charges in respect of the Demised Premises and the other demised parts of the Property and to carry out such other duties as may from time to time be assigned to him by the Company or are otherwise imposed on him by the provisions of this Lease or by any statute or statutes for the time being in force

(10) To pay all legal and other proper costs incurred by the Company

(a) in the running and management of the Property and in the enforcement of the covenants on the part of the Tenant and of the lessees of other demised parts of the Property and the conditions and regulations contained in this Lease and the leases granted of the other demised parts of the Property insofar as the costs of enforcement are not recovered from the lessee in breach and

(b) in making such applications and representations and taking such action as the Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute or order regulation or byelaw on the Tenant or any underlessee of the Demised Premises or on any lessee or underlessee of any other demised part of the Property or on the Landlord in respect of the Property or all or any parts thereof

(11) To cause to be prepared annual audited or certified accounts of the expenditure incurred in performing and observing the covenants set out in this Schedule

(12) To accumulate such sum or sums from time to time as the Company or its Managing Agents shall consider desirable for the purpose of accumulating a reserve fund as a reasonable provision against the prospective costs expenses outgoings and other matters mentioned or referred to in this Schedule or any of them

(13) To pay the cost of a periodic valuation or assessment of the cost of reinstatement of the Property and the Demised Premises for insurance purposes

(14) To comply with the requirements of Section 136 of the Housing Act 1980 or any statutory modification or re-enactment thereof for the time being in force and to pay the legal and other costs of seeking a declaration that the Interim Maintenance Charge or the Maintenance Charge are reasonable

THE EIGHTH SCHEDULE

(PROVISIONS AGREED BETWEEN THE LANDLORD THE COMPANY
AND THE TENANT)

(1) That in the event of the Demised Premises being destroyed or so damaged by any risk against which the Company has insured the same as hereinbefore mentioned so as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Company shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Tenant his family servants or agents then the rent and Interim Maintenance Charge hereby reserved or a fair proportion thereof shall forthwith cease to be payable until the Demised Premises shall have been restored and reinstated and again rendered fit for occupation AND in case any dispute shall arise regarding this clause the matter shall be referred to an independent surveyor to be agreed between the parties or in default of agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors as a single arbitrator in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(2) The Company shall not be liable or responsible for any damage suffered by the Tenant or any servant agent or workmen of the Tenant or any member of the Tenant's family or any guest of his through any

defect in any fixture Conduit staircase lift machinery or thing in or upon the Property or any part thereof (including the Demised Premises) or through the neglect fault or misconduct of any porter or other servant employed by the Company or the Landlord in connection with the Property

(3) In case of dispute between the Tenant and any lessee tenant or occupier of any part of the Property not hereby demised or between the Tenant and any owner or occupier of any adjoining or neighbouring property relating to any part of the Property or such adjoining property such dispute shall be referred (if the Landlord so requires) to the Landlord's surveyors (as between the Tenant and any other lessee tenant or occupier of any part of the Property) shall be final and binding

(4) The Company may at any time or times during the term hereby granted in the interests of good estate management impose such reasonable regulations of general application regarding the Property or the Demised Premises or the Gardens and Grounds as it may in its absolute discretion think fit in addition to or in place of the regulations set out in the Ninth Schedule hereto (but so that any such regulations shall not conflict with this Lease with the covenants or restrictions (if any) contained in the Head Lease (if any) or with the freehold covenants or any other covenants rules and regulations for the time being in force relating thereto) and the Company shall have power to revoke amend or add to such regulations and the regulations set out in the Ninth Schedule or any additions thereto or substitutions therefor

(5) (a) Any notice in writing certificate or other documents required or authorised to be given or served hereunder shall be sufficient although only addressed to the Tenant without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Tenant or other

person to or upon whom it is to be given or served or is affixed or left on the Demised Premises

(b) Any such notice in writing certificate or other documents as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered

(6) That if the rents hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Tenant herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's covenants or the conditions herein contained

THE NINTH SCHEDULE

(REGULATIONS) .

1. Not to throw dirt rubbish rags or other refuse or other substances or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises (except through a proper waste disposal unit) or out of the windows thereof but to place the same in the dustbins for that purpose provided

2. The Tenant shall not make or permit any unreasonable noise in the Demised Premises and in particular no piano record player radio loudspeaker television or other mechanical or musical instrument of any kind shall be played or used nor shall any singing be practised in the

Demised Premises so as to cause annoyance to the owners lessees and occupiers of the other flats comprised in the Property or so as to be unduly audible outside the Demised Premises

3. No clothes or other articles shall be hung or exposed outside the Demised Premises or shall be shaken out of the windows thereof and no animal pet dog or bird shall be kept on the Demised Premises without the written permission of the Company which shall not be unreasonably withheld but may subsequently be withdrawn if deemed appropriate
4. The exterior of the Demised Premises shall not be decorated otherwise than by the Company nor shall the exterior surfaces of the garage doors (if any) be painted except in colours approved from time to time by the Company
5. The entrance doors of the Demised Premises shall be kept shut when not in use and the Tenant shall not on any account leave any boxes parcels refuse or rubbish in the Common Parts or the Gardens and Grounds or anywhere except in the area designated as the dustbin store
6. The Tenant shall not keep or place or permit or suffer to be kept or placed any bicycle perambulator or other articles of any description or any obstruction in the Common Parts or the Gardens and Grounds nor have or deposit any combustible explosive or offensive goods in the Demised Premises or upon any part of the Property nor do or permit to be done any act or thing whatsoever in or about the Demised Premises or the Property that may be or become dangerous or a nuisance or cause scandal or annoyance to the Landlord the Company or any of the other lessees or occupiers of the Property or neighbourhood
7. The Tenant will at least once in every two months during the term properly clean the windows belonging to the Demised Premises
8. The Tenant shall not permit any person or persons or children under the control of the Tenant to loiter or play in or about the Common Parts

9. In the event of any damage caused to any flat or part of the Property other than the Demised Premises by reason of leakage of water due to the Tenant's negligence or neglect or other act or default of the Tenant the Tenant shall pay to the Company the costs of any necessary repairs or reinstatement as assessed by the Company's surveyor

10. The Tenant shall have all electrical apparatus in the Demised Premises fitted with an effective suppressor to obviate interference from any such apparatus to radio or television sets

11. Not to reside or permit any other person to reside in the Demised Premises unless the floors thereof (including the passages) are completely covered with wall to wall fitted carpet or in the bathroom lavatory and kitchen only vinyl floor covering or other sound deadening material except while the same shall be removed for cleaning or repairing or decorating the Demised Premises

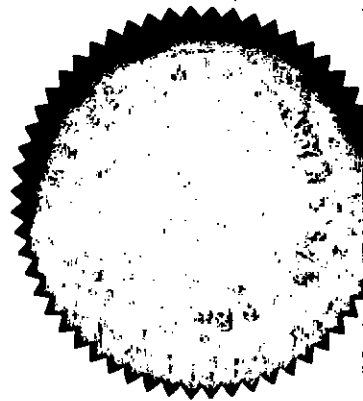
12. Not to use the Parking Space otherwise than for the parking of one private motor car and not to carry out any major mechanical or other works to any such private motor car whilst parked on the Parking Space

THE COMMON SEAL of the Landlord)
was hereunto affixed in the)
presence of:-)


Director

Secretary

Pro Ten



THE COMMON SEAL of the Company)
was hereunto affixed in the)
presence of:-)

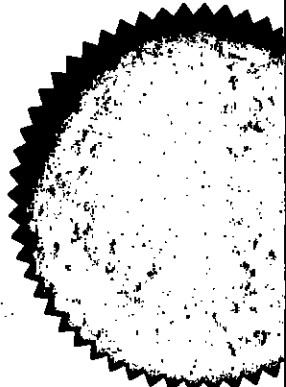


Director

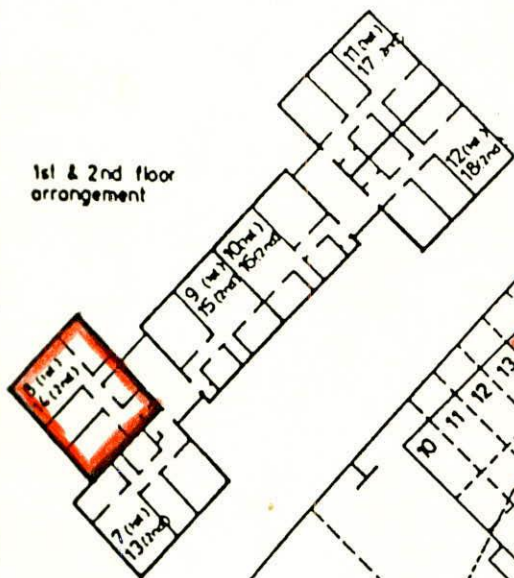


Secretary

SIGNED SEALED and DELIVERED by)
the Tenant in the presence of:-)



1st & 2nd floor arrangement



postal no.	plot no.
1	1
2	2
3	3
4	4
5	6
6	5
7	7
8	8
9	9
10	10
11	12
12	11
14	13
15	14
16	15
17	16
18	18
19	17

[Handwritten signature]
S. Saur

PLAN REFERED TO
PLOT N° EMMVIEW CLOSE,
WOOSEHILL, WOKINGHAM.
Scale: 1:500

Rev A

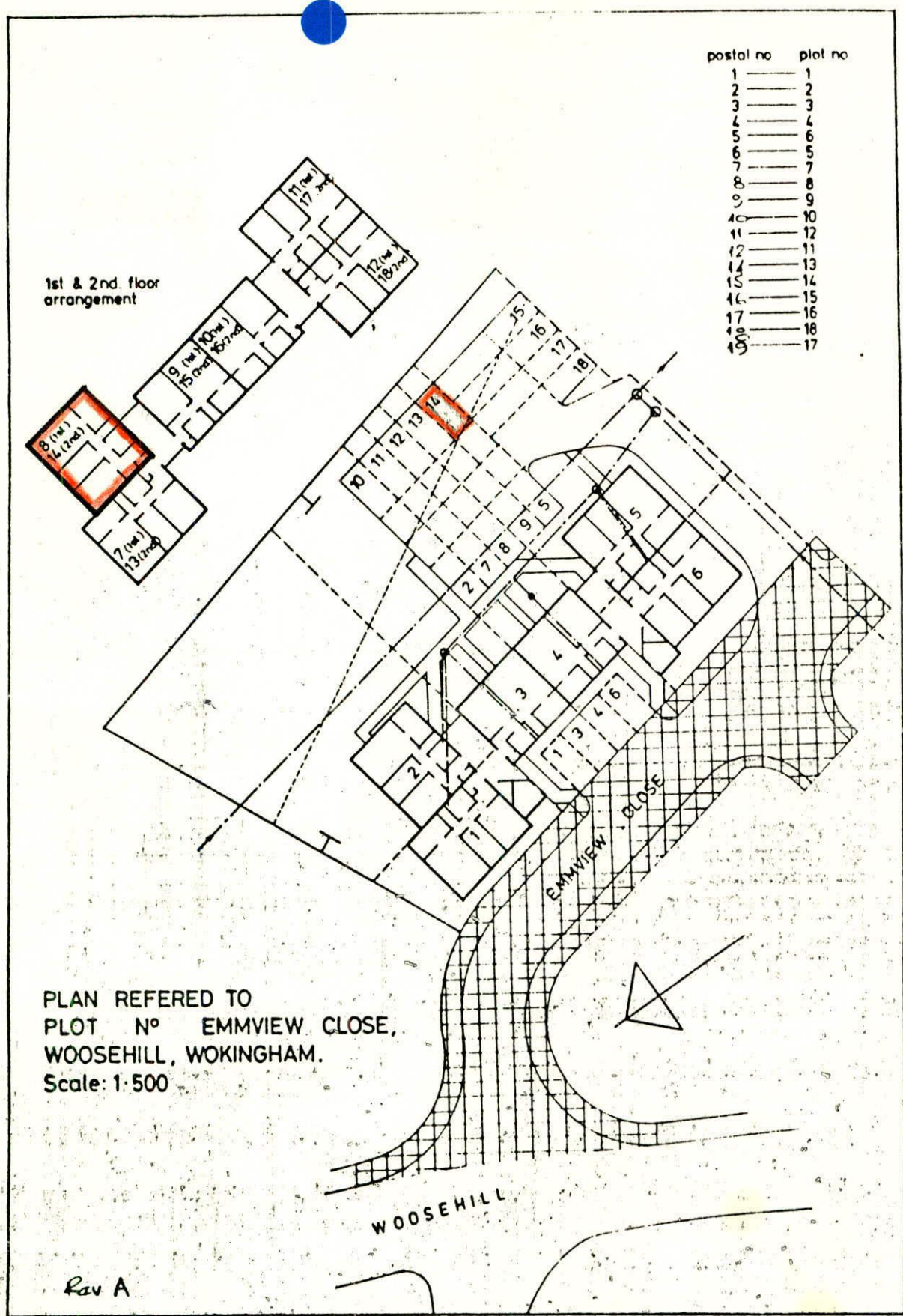
Director

Secretary

[Handwritten signature]

Pro Ten

[Handwritten signature]



postal no	plot no
1	1
2	2
3	3
4	4
5	6
6	5
7	7
8	8
9	9
10	10
11	12
12	11
13	13
14	14
15	15
16	16
17	17
18	18
19	17

1st & 2nd. floor arrangement

PLAN REFERED TO
PLOT N° EMMVIEW CLOSE,
WOOSEHILL, WOKINGHAM.
Scale: 1:500

Rev A

postal no	plot no
1	1
2	2
3	3
4	4
5	6
6	5
7	7
8	8
9	9
10	10
11	12
12	11
13	13
14	14
15	15
16	16
17	17
18	18
19	17

1st & 2nd floor
arrangement

