the leases of the other flats upon the reasonable request of the Lessee subject strictly to the Lessee first providing security for any costs and expenses involved and otherwise indemnifying the Management Company against any such costs and expenses

7. RIGHTS GRANTED TO MANAGEMENT COMPANY

The Lessor hereby grants to the Management Company the right to enter upon the Estate with or without workmen and appliances to undertake and carry out its obligations and duties hereunder

8. THE POWERS OF THE MANAGEMENT COMPANY

The powers set out in Part II of the Seventh Schedule are reserved to the Management Company

9. LESSOR'S COVENANTS

The Lessor HEREBY COVENANTS with the Management Company and as a separate covenant with the Lessee:-

9.1 LESSOR'S OBLIGATIONS

That the Lessor will observe the obligations on its part set out in Part II of the Sixth Schedule PROVIDED that the Management Company HEREBY COVENANTS with the Lessor that the Management Company will observe and perform every covenant or obligation on the part of the Management Company for the benefit of the Lessor in this Lease contained

9.2 QUIET ENJOYMENT

The Lessee paying the rent hereby reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the Premises for the term without interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor

10. PROVISOS

PROVIDED ALWAYS and it is hereby agreed and declared:-

10.1 FORFEITURE

If any of the covenants on the part of the Lessee herein contained are not observed and performed or if the rents hereby reserved shall remain unpaid for more than twenty one days after becoming due (whether formally demanded or not) then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely terminate but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants stipulations obligations or restrictions on the part of the Lessee herein contained

10.2 MANAGING AGENTS

The Lessor and the Management Company shall respectively be at liberty to employ managing agents or other professional advisers to discharge the Lessor's and the Management Company's respective duties under these presents and whenever the duties of the Lessor or the Management Company have been delegated to managing agents or other professional advisers the Lessee shall be entitled and required to accept their requirements in discharge of the Lessor's and the Management Company's duties (as the case may be) as being the requirements under this Lease of the Lessor or the Management Company itself

10.3 NOTICES

Where any notice requires to be served under this Lease Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply and every notice required to be given shall be in writing

10.4 CESSER OF RENT

If the Premises are damaged or destroyed by any peril against which the Management Company shall have insured pursuant to its obligation in that regard herein contained so as to be unfit for occupation and use then so long as the policy of insurance for the time being in force shall not have been vitiated or payment of the policy money withheld or refused in whole or in part by reason of any act default or omission of the Lessee or any underlessee licensee or visitor the rent hereby reserved or a fair proportion according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for occupation and use

10.5 ENTRY OF RESTRICTION

The parties hereto apply to the Chief Land Registrar to enter in the Proprietorship Register a restriction against the title of the Premises that except under an order of the Registrar no transfer assignment or other disposition by the proprietor of the Premises or his personal representatives is to be registered unless accompanied by a certificate signed by a director of the Management Company that such transfer assignment or other disposition does not contravene any of the terms of this Lease

10.6 VARIATION OF PARKING SPACES

The Lessor shall have the right to vary the parking space referred to in the Third Schedule and means of access thereto upon serving not less than two weeks written notice on the Lessee

10.7 MODIFICATION OF IMPLIED COVENANTS

It is hereby declared that:-

- 10.7.1 for the purpose of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act") all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Lessee
- 10.7.2 the covenants implied into this Lease by Section 3(1) of the 1994 Act by virtue of the Lessor granting this Lease with full title guarantee shall be modified so that it shall not be implied thereby that the Premises are let free from all or any of the following incumbrances:-
 - 10.7.2.1 all the matters referred to in the Property and Charges
 Registers of the title above mentioned
- 10.7.2.2 all local land charges whether or not registered before the date of this Lease and all matters capable of registration as local land charges or on any other public register whether or not actually registered
 - 10.7.2.3 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Lease
 - 10.7.2.4 all actual or proposed charges notices orders restrictions agreements conditions directions or other matters arising under town and country planning legislation
 - 10.7.2.5 all overriding interest (as defined in Section 70(1) of the Land Registration Act 1925)
 - 10.7.2.6 all easements quasi-easements rights exceptions or other similar matters whether or not apparent from inspection or disclosed in any of the documents deduced to the Lessee

IN WITNESS whereof the parties hereto have executed this instrument as their Deed and it shall be deemed to be delivered on the day and year first before written

THE FIRST SCHEDULE (The Building)

ALL THOSE premises known as Tithe Court Glebeland Road Wokingham Berkshire as the same is registered under the Title Number referred to in the Particulars with freehold Title Absolute

THE SECOND SCHEDULE (The Premises)

ALL THAT the flat being Plot 11 and to be known as Flat 11 Tithe Court Glebelands Road Wokingham Berkshire situate on the First floor of the Building and shown edged red on Plan No 1 TOGETHER with the ceilings and the coverings of the floor slab of the flat all windows and window frames all internal walls and the surface finishes of any balcony or balconies comprising part of the flat PROVIDED FURTHER that where a flat is situate on the top floor of the Building the demise shall include the whole of the ceiling the joists and the floor above the same and the roof void coextensive therewith and the cold water and central heating headertanks (if any) solely serving the Premises in the roof void and any partition walls in the roof void AND TOGETHER with all Conducting Media used solely for the purpose of the flat

THE THIRD SCHEDULE (Rights included in the demise)

- 1. A right on foot only (save for the use of the drives forecourts and accessways forming part of the Common Parts where the right shall be with or without vehicles) upon the Common Parts for access to and egress from the Premises and a right on foot only over and upon any other flats and the Common Parts at reasonable times and upon reasonable notice (except in emergency) as are necessary for the proper performance of the Lessee's obligations hereunder the Lessee making good all damage caused thereby
- 2. The right of free and uninterrupted passage and running of the Services from and to the Premises through the Conducting Media forming part of the Common Parts and the other flats
- 3. The right to connect into the Conducting Media on the Estate and to use the Apparatus in the Building and on the Estate

- 16 -4. All rights of support now enjoyed by the Premises in over or in respect of any other parts of the Building



- The right to use the refuse bin store on the Estate for disposal of refuse and the right of access to and egress from the refuse bin store with or without vehicles as appropriate over the Common Parts
- The benefit of any covenants entered into or hereafter to be entered into by the owners of other flats with the Lessor and the Management Company so far as such covenants are intended to benefit the Premises or the Lessee and so far as the benefit thereof can in law accrue to the Premises or the Lessee
- The exclusive right to use the parking spaces Nos AA & AB shown edged blue on Plan No 2 or such other parking spaces as the Lessor shall from time to time notify in writing to the Lessee as being the parking spaces allocated for the exclusive use of the Lessee for the purposes of parking one private motor vehicle only in each parking space
- The right to pass and repass for the purposes only of access to and egress from the parking spaces mentioned in paragraph 7 above with or without private motor vehicles over the drives forecourts and accessways forming part of the Common Parts
- PROVIDED that in relation to the rights granted under paragraphs 1, 2, 5 and 8 above the Lessor may restrict temporarily the rights granted in order to divert connect onto or excavate any of the drives footpaths, accessways forecourts and Conducting Media

THE FOURTH SCHEDULE (Rights to which the demise is subject)

- The right to the free and uninterrupted passage and running of the Services from and to the Common Parts and the other flats by means of the Conducting Media passing through the Premises and serving the Estate
- Such rights of access to and entry upon the Premises (including access to the roof void and roof through any ceiling trap door) at reasonable times and upon reasonable notice (except in emergency) as are necessary for the proper performance of the obligations of the Lessor the Management Company and other lessees hereunder or under covenants relating to other flats and similar to those herein contained the person or persons entering making good all damage thereby caused
- The right to enter upon the Premises for the purposes of examining the state and condition thereof and executing any repairs and decorations requiring to be

done in accordance with the Lessor's and the Management Company's respective covenants in that behalf herein contained

- 4. The right to take leads through or over the Premises for the purpose of connecting the Apparatus in any other part of the Building and/or the Estate provided the same shall be obscured from view and shall not be unsightly or cause ant nuisance damage or annoyance to the Lessee, the Lessor the Company and all others having the like right making good to the Lessee's reasonable satisfaction all damage caused on the exercise of such rights
- 5. All rights of support and other easements and all quasi easements rights and privileges now enjoyed or intended to be enjoyed by the Estate in over or in respect of the Premises
- 6. The right to build upon or develop any adjoining or neighbouring land and the Estate provided that the right of light and air and any other right herein granted is not materially affected

the Premises any such animal bird reptile or pet in respect of

7. The right to enforce the covenants herein contained on the part of the Lessee by the owners of other flats so far as such covenants are intended to bind the Premises

THE FIFTH SCHEDULE (Restrictions and Regulations imposed in respect of Premises)

- 1. Not to use the Premises or suffer or permit the same to be used for any purpose whatsoever other than as a single private residential unit for the occupation of one household only but so that this shall not prevent the entertainment of occasional guests or the engagement by the owner of the Premises of a resident companion nor the underletting of the Premises when the owner of the same is not resident therein
- 2. Not to use the parking space (if any) other than for private car parking for the use only of occupiers of the Premises and not to use or permit the same to be used for the parking of any commercial vehicle (save for normal domestic deliveries and refuse collection) boat caravanette caravan or trailer nor to park or allow to be parked upon the parking space any vehicle which is not roadworthy or does not have a current vehicle licence
- Not to use the Premises or any part thereof for any illegal or immoral purpose

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- 4. At all times to take such steps in relation to the composition or covering of the floors of the Premises as the Lessor or the Management Company may reasonably require having regard to the peace and quiet of occupants of other flats
- 5. Not to permit any singing or instrumental music (howsoever produced) or the operation of radio video machines record players or television sets in the Premises to be a nuisance annoyance or disturbance to any other flat occupier at any time
- Not to permit or suffer any auction to be held on the Premises
- 7. Not without the consent in writing of the Management Company (which may be withdrawn entirely at the Management Company's discretion) to bring or keep upon the flat any animal bird reptile or pet whatsoever and shall forthwith upon demand remove from the Premises any such animal bird reptile or pet in respect of which there shall not be a subsisting consent
- Not to paint or decorate the exterior walls and paintwork of the Building (including the exterior of the window frames) or the exterior of the door to the Premises
- 9. Not to effect any insurance on the Premises or any part thereof without the consent in writing of the Lessor and the Management Company other than the Lessee's contents and tenant's fixtures and fittings insurance
- 10. Not to allow clothes or other articles to be hung from the windows of the Premises or allow clothes or other articles to be hung out on any part of the Premises or the Estate so as to be visible to the owner or occupier of any other flat
- 11. Not to beat any carpet mat or cloth from the windows or doors of the Premises nor cause any damage to the lawns or gardens nor pick nor damage any flowers trees shrubs or plants upon any parts of the Estate
- 12. Not to park keep or leave nor allow to be kept any vehicle trailer or chattel on any part of the Common Parts in such a way as to cause obstruction to the entrances driveways or paths of the Estate and not otherwise to cause or permit obstruction of any of the interior entrance halls corridors stairs and landings of the Building
- 13. Not to place or display on the outside walls doors or windows of the Premises or within the Premises so as to be visible from outside the Building any advertisement or notice of any description without the approval of the Lessor first having been obtained and to comply strictly with any conditions subject to which any such approval may be given and any regulations for the time being applicable thereto

- Not to place or erect on the exterior of the Premises or on the Common Parts any wire aerial dish or pole for use in connection with radio or television or any other purpose whatsoever
- To secure the doors to the Building and the security gates to the Estate after using the same

THE SIXTH SCHEDULE Part I (Liability of the Lessee)

- 1. The Lessee shall in respect of every Accounting Period not expired before the date of this Lease pay the Service Charge which shall equate to the Service Charge Percentage of the Maintenance Charge in the manner and subject as hereinafter mentioned
- 2. The Lessee shall on the date of this Lease pay a proportionate part of the Initial Service Charge comprising the Advance Payment and the Supplementary Advance Payment (if any) applicable to the Accounting Period then current
- 3. The Lessee shall further on every succeeding 1st day of January pay to the Management Company the full amount of the Advance Payment (without deduction) for the Accounting Period then commencing or current and shall further pay the full amount (without deduction) of every Supplementary Advance Payment demanded in respect of any Accounting Period within twenty-one days of demand therefor
- As soon as may be after the end of every Accounting Period the Management Company shall cause to be supplied to the Lessee a statement showing the total Maintenance Charge relating to that period the amount of the Service Charge for that period the amounts paid by the Lessee on account therefor and accordingly the amount by which the Lessee is in debit or in credit in respect of that Accounting Period
- 5. Provided that in respect of the Accounting Period current at the date of this Lease the Lessee shall be debited on such statement with a proportion only of the Maintenance Charge
- 6. If any such statement shows a balance due from the Lessee the Lessee shall pay such balance to the Management Company within fourteen days of demand
- 7. Where any such statement shows an excess paid by the Lessee for the Accounting Period to which it relates then if the date of this Lease is within such Accounting Period the excess shall be refunded by the Management Company or at

the Management Company's option shall be deducted from payments subsequently becoming due from the Lessee

- 8. Subject to the foregoing paragraph unexpended moneys paid by the Lessee under this Schedule shall be held by the Management Company towards future Service Charges and shall be repayable to the Lessee who shall nevertheless not be entitled to call for repayment so long as the retained amount is reasonably required for the purposes aforesaid and is identified (with or without similar moneys belonging to other lessees) in the books of account of the Management Company
- 9. The Management Company shall have power (but not obligation) to divide the Advance Payment into two or more payments to be made on such dates within the relevant Accounting Period as the Management Company shall decide
- 10. The Lessee shall in addition to the Service Charge pay upon demand to the Management Company or whomsoever it may direct the Service Charge Percentage of the cost of insuring the Estate and the Building together with all other necessary insurances the first payment from the date of this Lease to the next renewal date of the insurance policy or policies to be further apportioned on a day to day basis
- Ompany IT IS EXPRESSLY DECLARED that where the Lessee for the time being is an assignee of this Lease and not the original grantee such Lessee shall forthwith upon demand pay to the Management Company all arrears of Service Charges Advance Payments or Supplementary Advance Payments insurance contributions and all other payments applicable to the Lessee or the Premises and that the obligations in this paragraph shall be absolute and shall not be affected by any failure delay mistake forbearance or concession on the part of the Management Company and that it shall be the responsibility of an assignee to determine and settle as between himself and his assignor whether there are any amounts which ought to be paid by his assignor and to recover the same from his assignor
- 12. If and so often as any statement is found to contain an error the Management Company shall have power to submit a revised statement and the Lessee shall be bound thereby

Part II (Liability of the Lessor)

- 1. The Lessor shall contribute and pay to the Management Company:-
- 1.1 The difference between the proportion of the Maintenance Charge payable by the Lessee for the Accounting Period current at the date of this Lease and the full Service Charge for that period

- 1.2 In respect of every other flat a similar contribution in respect of the Accounting Period current at the date of this Lease thereof
- 1.3 In respect of every flat for which no long lease shall have been granted in or before any Accounting Period the whole of the relevant Service Charge to the date upon which a disposal is effected which would have been payable by the lessee of such flat had such flat been leased for the whole of such relevant Accounting Period in similar terms to this Lease PROVIDED:-
- 1.3.1 That the Lessor shall not be required to contribute to the Service Charge applicable to any flat for or in respect of any Accounting Period subsequent to the Accounting Period current at the date of execution of the first Lease of that flat
- 1.3.2 Where a Lease of any flat has been executed and the Lessor's liability to contribute has ceased the Lessor's liability shall not be revived in respect of that flat in any circumstances such as forfeiture or surrender of a Lease or any other means by which there shall cease to be a Lease of that flat
- 2. The Lessor shall until all the flats comprised in the Building have been leased in similar terms to this Lease and shall have been so leased for the whole of an Accounting Period contribute and pay the difference between all insurance contributions due from the Lessee under Part I of this Schedule added to all other insurance contributions payable by other owners under similar provisions and the full amount of the insurance premium or premiums payable under clause 8 of Part I of the Seventh Schedule
- 3. It being contemplated that the Lessor may (though not so bound) from time to time during the original sale of the flats advance sums to the Maintenance Fund the Management Company shall as soon as calculations permit refund to the Lessor any such sums together with interest thereon at 3% above the Bank of Scotland plc Base Rate from time to time PROVIDED that the Lessor may in writing waive in whole or in part such entitlement to the said refund or interest thereon
- 4. If at any time the Management Company shall make default in the performance and observance of any of the covenants or obligations imposed upon it hereunder or if the Management Company shall enter into liquidation whether compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation) then the Lessor will undertake the performance of all or any of the said covenants and obligations imposed upon the Management Company hereunder and the sums due to the Management Company hereunder shall be paid to the Lessor instead

THE SEVENTH SCHEDULE Part I (Obligations of the Management Company)

The Management Company will:-

- 1. pay all existing and future rates water rates taxes assessments and outgoings now or hereafter imposed or payable in respect of the Common Parts
- 2. keep the Common Parts the Conducting Media serving the Common Parts and all other fixtures and fittings therein and additions thereto in a good and substantial state of repair decoration and condition including repainting the same and otherwise treating the same as often as shall be prudent and including the maintenance renewal and replacement of all worn or damaged equipment and to keep the same adequately lighted PROVIDED that (i) nothing herein contained shall prejudice the Management Company's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Management Company or the Common Parts by the negligence or other wrongful act or default of the Lessee or such other person (ii) the Management Company shall be under no liability for any accident or damage caused to person or property (save to the extent if any to which the Management Company may for the time being be insured against the same) by reason of any failure disrepair or inadequacy in the lighting system or any part thereof
- before repairing any part of the Building or the Apparatus which will affect the Premises and before carrying out any repairs or works to the Common Parts for the carrying out of which it requires access to the Premises give reasonable notice (and except in case of emergency at least forty-eight hours notice) in writing to the Lessee and the Management Company shall on giving such notice be entitled to carry out such repairs or works and have any required access to the Premises but shall act carefully and reasonably doing as little damage as possible to the Premises and making good all damage done
- 4. make adequate arrangements for the disposal of refuse
- 5. maintain repair and keep in working order the Apparatus on the Estate
- 6. maintain an effective aerial system whereby the lessees of the flats shall have provision for operating their own radio and television receivers
- 7.1 insure or cause to be insured or treated as insured at all times throughout the term the Estate against the Insured Risks or such other risks as the Management Company may from time to time reasonably decide in the full reinstatement value

including the cost of demolition shoring and removal of debris and an amount to cover architects and other fees Together with such other insurances as may be necessary or expedient to maintain

- 7.2 when lawful to do so expend all moneys received (other than in respect of loss of rent and third party liability by virtue of any such insurance) in reinstating so far as practicable the Estate after the destruction thereof or any damage thereto
- 7.3 whenever required to produce to the Lessee and the Lessor the policies of insurance and the receipts for the last premiums therefor
- 8. to clean as often as the Management Company shall consider necessary the interior and exterior of the windows within the Common Parts and the gutters of all buildings on the Estate
- 9. Keep the doors to the Building entrance corridors halls stairs landings and passages forming part of the Common Parts cleaned and in good order and repair and properly decorated and (if and where deemed appropriate) properly carpeted

Part II (Powers of the Management Company)

- 1. Power to create such sinking fund or reserve account as the Management Company may from time to time consider reasonably necessary for the purpose of making provision for depreciation of the Building and for future costs charges and expenses within Parts I and II of this Schedule and to allocate to or pay into such fund or account such sum or sums available out of the Maintenance Fund as the Management Company may consider reasonable and such additional sums (if any) as the Management Company may consider reasonably necessary All moneys paid or allocated under this clause to be held on behalf of the owners of the flats until actually expended
- 2. Power for the Management Company to take out in the joint names of all persons interested therein a policy of insurance in an insurance office of repute covering liability for injury of persons on the Estate and to pay all premiums for the keeping in force of such insurances the policy or policies of insurance and the receipt for the last premium thereof to be produced to the Lessee on demand
- 3. Power to employ or engage such persons or firms as are reasonably necessary for the proper maintenance and running of the Estate and to carry out the obligations of the Management Company hereunder
- 4. Power to enter into contracts and engagements for inspection repair maintenance cleansing and insurance of the Common Parts and the Apparatus and for the hiring of equipment and machinery

- 5. Power to make publish and display regulations made under this Lease and to affix notices in respect thereof on the Common Parts
- 6. Power to engage reputable Agents or other professional firms to manage the Estate on behalf of the Management Company
- 7. Power to charge all expenses fees and costs incurred in or connected with the exercise of the powers herein referred to and for the recovery of any arrears of maintenance charges to and all legal accountancy and other fees incurred in the operation of the Management Company (including fees for matters which an officer of the Management Company could have performed or did perform personally) to the Maintenance Fund
- Power by notice in writing from time to time to increase the Advance Payment whenever the same shall reasonably appear to the Management Company to be insufficient And also power to require Supplementary Advance Payments to be paid during the course of an Accounting Period
- Power by notice in writing from time to time to alter the Service Charge Percentage whenever the same shall be deemed reasonably necessary by the Management Company
- 10. Power so long as no Managing Agents shall be engaged to charge and pay to any person firm or Management Company (including any member or director of the Company) reasonable management fees and proportionately for any part of such period
- 11. Power to provide such other services as the Management Company acting reasonably may deem expedient or necessary for the purposes of good estate management

(Deed of Covenant)

THIS DEED is made the day of 19 BETWEEN

(1) FAIRBRIAR HOMES LIMITED whose registered office is at Ashby House 64

High street Walton-on-Thames Surrey ("the Lessor") of the first part (2) TITHE

COURT MANAGEMENT LIMITED whose registered office is at Fairbriar House

Thorney Lane Iver Buckinghamshire ("the Company") and (3)

of

("the Assignee")

WHEREAS

- 19 By a Lease ("the Lease") dated the (1)day of made between (1) the Lessor (2) the Company and and ("the Original Lessee") ALL THAT the premises (3) more particularly described in the Lease and known as Flat Tithe Court Glebelands Road Wokingham Berkshire (hereinafter called "the Property") were demised to the Original Lessee for the term of 150 years from the 25th day of March 1995 subject to the covenants and conditions therein contained
- (2) The Lease contains a covenant by the Lessee not to assign or transfer the Property without first procuring that the assignee or transferee first covenants directly with the Company and separately with the Lessor to observe and perform the covenants on the part of the Lessee contained in the Lease
- (3) The residue of the term of years granted by the Lease is to be transferred to the Assignee

NOW THIS DEED WITNESSETH as follows:-

The Assignee and his successors in title hereby covenant with the Lessor and separately with the Company that as from the date of the transfer to him of the residue of the term of years granted by the Lease to pay the rent reserved by the Lease and to observe and perform the covenants and conditions on the part of the Lessee therein contained

IN WITNESS whereof the Lessee has executed this instrument as his deed the day and year first before written

THE COMMON SEAL of FAIRBRIAR HOMES LIMITED was hereunto

affixed in the presence of:-

Director

Secretary

4558

THE COMMON SEAL of TITHE COURT MANAGEMENT LIMITED was hereunto affixed in the

presence of:-

Director

Secretary

DIRECTOR

4557.

- (1) FAIRBRIAR HOMES LIMITED
- (2) TITHE COURT MANAGEMENT LIMITED
- (3) I

LEASE

- of -

Plot 11(Flat 11) Tithe Court Glebelands Road Wokingham Berkshire

Term: Commencing: 150 years 25th March 1995

WEDLAKE BELL 16 Bedford Street Covent Garden London WC2E 9HF

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Ref: MJA/AJ/WB1-10129