Wulwyn Court (Crowthorne) Limited

– to –

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THE TUNDRIDGE WELLS DISTRICT LAND REGISTRY

LEASEHOLD TITLE REGISTERED
TITLE NUMBER BY 53373

SUB-LEASE

- of -

Number Wulwyn Court

Crowthorne in the County of Berks.

CLIFTON, INGRAM & Co., SOLICITORS, WOKINGHAM, BERKS. -25 3.0

THIS SUB-LEASE is made the

Kinkeen day of James

One thousand nine hundred and sixty

BETWEEN WULWYN COURT (CROWTHORNE) whose registered office is situate at 27a Broad Street Wokingham in the County of Berks (hereinafter called "the Lessor" which expression shall where the context so admits include the estate owner or estate owners for the time being of the reversion of the premises hereby demised expectant on the term hereby granted) of the one part and WILLIAM WICHGE.

case of T.C.A.C., Fersonwel Monnger, Costena Degion, Popet Mones, London Airport in the County of

(hereinafter called "the Lessee" which expression shall where the context so admits include his executors administrators and assigns) of the other part

WHEREAS:

(a) BY a Lease (hereinafter called "the Head Lease") dated the

> day of Cotoler One thousand nine

hundred and sixty two and made between Renway Construction Company Limited (hereinafter called "the Head Lessor") of the one part and the Lessor of the other part ALL THAT piece or parcel of land together with the buildings erected or in course of erection thereon described in the First Schedule hereto was demised unto the Lessor for the term of Ninety nine

years from the Thanty minth day of lantamian

One thousand nine hundred and sixty two at the rent and subject to the covenants and conditions therein contained

- (b) THE term created by the Head Lease is now vested in the Lessor subject as aforesaid and subject also to Sub-Leases similar to this Deed already granted or to be granted in respect of the Flats (as hereinafter defined) not comprised in this Deed
- IT is intended that upon any transaction by which the Lessor parts with the ownership of any Flat the person becoming the Owner (as hereinafter defined) of the same shall enter into a covenant with the Lessor to observe and perform in relation thereto covenants in similar terms to those set out in the Sixth Schedule hereto to the intent that the Owner of any Flat may enforce the observance by the Owner of any other Flat of the said covenants
- (d) THE Lessee is a member of the Lessor by reason of holding a share in the Lessor
- IN this Deed the following expressions shall (unless the context otherwise requires) have the following meanings:
 - "The Property" means the property described in the First Schedule hereto







- (2) "The Flats" means the flats (including therein also the garages and/or carports in those cases in which the flats are let together with garages and/or carports) which are now or shall at any time hereafter be erected on and form part of the Property and "Flat" has a corresponding meaning
- (3) "The Reserved Property" means that part of the Property not included in the Flats being the property more particularly described in the Second Schedule hereto
- (4) "The Demised Premises" means the property hereby demised as described in the Third Schedule hereto including for the purposes of obligation as well as grant the ceilings floors walls cisterns tanks sewers drains pipes wires ducts and conduits so far but not further or otherwise as the same are expressed in the said Schedule to be included in the Demised Premises
- (5) "The Owner" in relation to a Flat means in the case of a Flat let or demised (otherwise than by way of mortgage) by the Lessor at a rent less than twenty pounds per annum the holder of the term created by that letting or demise and in the case of a Flat not so let or demised "the Lessor" and "Ownership" in relation to a Flat has a corresponding meaning
- (6) In the event of two or more persons constituting "the Lessee" the obligations of the Lessee shall be joint and several NOW in consideration of the sum of Four thousand sight humaned and fifty pounds

paid by the Lessee at the request and with the consent of the Lessor to the Head-Lessor (the receipt whereof the Head-Lessor has separately acknowledged) and also in consideration of the rents covenants and conditions hereinafter reserved and contained and on the part of the Lease to be paid observed and performed

THIS DEED WITNESSETH as follows:

1. THE Lessor HEREBY DEMISES unto the Lessee ALL THOSE the Demised Premises together with the rights and privileges set out in the Fourth Schedule hereto TO HOLD the same unto the Lessee for the term of NINETY NINE YEARS LESS TEN DAYS calcu-

lated from the Thanky ninkh day of Saptamian

One thousand nine hundred and sixty two-SUBJECT to the rights set out in the Fifth Schedule hereto (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained YIELDING AND PAYING therefor during the said term the yearly rent of TWELVE POUNDS in advance without any deduction except for Landlord's Property Tax by equal half yearly payments on the Thirtieth day of June and the Thirty first day of December in every year the first of such payments or a proportionate part thereof to be made on the execution of these presents AND ALSO PAYING by way of further or additional rent from time to time a sum or sums of money equal to one twelfth part of the amount which the Lessor may expend in effecting or maintaining the insurances of the Property and the insurances against third party liability hereinafter mentioned such last mentioned rent to be paid without any deduction on the day for payment of rent next ensuing after the expenditure thereof

- 2. THE Lessee HEREBY COVENANTS with the Lessor that he will observe and perform the obligations on his part set out in the Sixth Schedule hereto
- THE Lessor HEREBY COVENANTS with the Lessee that it will
 observe and perform the obligations on its part set out in the Seventh
 Schedule hereto
- 4. IT IS HEREBY AGREED AND DECLARED that in case at any time or times during this demise any dispute shall arise between the Lessee and any other of the tenants or lessees of the Flats or any of them relating to the Flats to them respectively let or demised or the walls structures roofs drains pipes or the combined drainage system or watercourses and other easements rights or appurtenances whatsoever relating or belonging thereto or any repairs thereto or the contributions in respect of the expenses of such repairs as herein provided or any nuisance or annoyance arising therefrom then and in every such case such dispute (provided the other party thereto shall also have agreed to become bound so to refer the same) shall be referred to the determination and award of a Surveyor to be appointed by the Lessor which determination and award shall be final and binding on the Lessee
- 5. THE Lessee paying the rent hereby reserved and performing and observing the several covenants restrictions conditions and agreement herein contained and on his part to be performed shall peaceably hold and enjoy the Demised Premises for the term hereby created without any interruption or disturbance by the Lessor or any person lawfully claiming under or in trust for it
- 6. PROVIDED ALWAYS and these presents are upon the condition that if the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall become due (whether any formal or legal demand shall have been made therefor or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants stipulations restrictions conditions or agreements herein contained and on his part to be performed and observed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by it in that behalf to re-enter into or upon the Demised Premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants or agreements by the Lessee hereinbefore contained.

8. IT IS HEREBY DECLARED as follows that is to say:

- (1) That all rights and obligations of the Lessor and the Lessee respectively under this Deed shall be incident to the reversion expectant upon this Lease and the leasehold interest hereby created respectively and shall pass and devolve therewith on any allienation or devolution thereof
- (2) That any notice hereby or otherwise required or authorised to be given to the Lessor or the Lessee respectively shall be in writing and may be given or served in any of the modes provided by Section 196 of the Law of Property Act 1925 with respect to notices to be given to a Lessor or a Lessee (as the case may be) under that Act

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds for the consideration other than rent exceeds for the consideration of the consideration other than rent exceeds for the consideration of the considerati

IN WITNESS 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 above written .

THE FIRST SCHEDULE above referred to

ALL THAT piece or parcel of land situate at Crowthorne in the County of Berks on the South side of a new road known or to be known as Linkway and on the West side of Edgcumbe Park Drive TOGETHER with the buildings erected or in the course of erection thereon comprising twelve self-contained Flats and the halls staircases landings balconies and other parts of the said buildings used in common by the Owners or occupiers of any two or more Flats TOGETHER with the carports or garages and appurtenances also erected or in course of erection thereon ALL which said property is for the purpose of identification only delineated on plan "A" annexed hereto and thereon edged Red

THE SECOND SCHEDULE above referred to THE RESERVED PROPERTY

FIRST ALL THOSE the gardens pleasure grounds road and ways drives gates paths and forecourts and boundary and other fences or walls forming part of the Property and the walls staircases landings balconies refuse rooms and other parts of the buildings forming part of the Property which are used in common by the Owners or Occupiers of any two or more of the Flats

SECONDLY ALL THOSE the main structural parts of the buildings forming part of the Property including the roofs foundations structural cross walls and all structural walls and beam structures and all other external parts of the said buildings (but not balconies forming part of a flat and not those non-structional partition walls which are wholly within any one flat nor the interior faces of such of the external or internal walls and beam structures as enclose the Flats and not the glass in the windows of the Flats) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purposes of one Flat

THE THIRD SECHEDULE above referred to THE DEMISED PREMISES

ALL THAT Flat comprising the suite of rooms known as Number

24 Wulwyn Court Edgcumbe Park Crowthorne in the County of Berks

Floor of the Building or Block tinted pink on the being on the Table said plan "A" and forming part thereof TOGETHER with the garage or 2 -shown on the said plan "A" ALL which carport numbered premises are in this Schedule referred to as "the dwelling" and which flat is for the purposes of identification only delineated on Plan "B" annexed hereto and thereon edged green TOGETHER with the internal non-structural partition walls the ceilings the floors and the glass in the windows of the dwelling but not the beam structures on which the floors are laid or to which the ceilings are attached AND TOGETHER with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the dwelling but no others EXCEPT AND RESERVED from the demise the main structural parts of the building of which the dwelling or any garage or carport belonging thereto forms part including the roof foundations structural cross walls and all structural walls and beam structures and other external parts of the said buildings (but not any balcony nor those nonstructural partition walls which are wholly within the dwelling nor the interior faces of such of the external or internal walls and beam structures as enclose the dwelling)

THE FOURTH SCHEDULE above referred to RIGHTS AND PRIVILEGES granted to the LESSEE

- 1. The free right for the Lessec and all persons authorised by him (in common with the Lessor and all other persons for the time being having the like right) to go pass and repass with or without vehicles and animals at all times and for all purposes connected with the use and enjoyment of the Demised Premises over and along any roads and ways made or hereafter to be made on the Reserved Property for the accommodation of the tenants lessees occupiers or owners for the time being of the Property or any part thereof and over and along the roads and ways leading therefrom to the public highway
- 2. The free right for the Lessee and all persons authorised by him in common with the Lessor and the Owners and occupiers of all other Flats having the like right on foot at all reasonable times for all purposes connected with the use and enjoyment of the Demised Premises over and along the entrance hall landings and staircase of the building or block of which the Demised Premises forms part
- 3. The right to use in common with the owners and occupiers of all other Flats and their visitors the gardens pleasure grounds drives paths and forecourts forming part of the Reserved Property subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe
- 4. The free right of passage and running of water and soil gas and electricity to and from the Demised Premises through all sewers drains watercourses water pipes tanks cisterns gutters gas pipes and electric wires which are now or may hereafter be in or under or upon any other parts of the Property and the full right of use of the common television aerial serving the property and the wires leading therefrom to the Demised Premises
- 5. The right for the Lessee and his agents or workmen to enter upon any premises now belonging to the Lessor which adjoin the Demised Premises at all times during the said term during reasonable hours for the purpose of executing repairs to the Demised Premises as the same shall be necessary making good to the tenants lessees occupiers or owners of such adjoining promises all damage thereby occasioned

- 6. All such rights of protection and support and other easements or quasieasements as are at present enjoyed or intended so to be from other Flats in the building or block of which the Demised Premises form part
- 7. The right for the Lessee and all persons authorised by him to dispose of refuse by depositing it in containers provided by the Lessor in the Refuse Room or Rooms forming part of the Reserved Property subject to such reasonable rules as the Lessor may from time to time prescribe
- 8. The benefit of any covenants entered into by the Owners of other Flats with the Lessor so far as such covenants are intended to benefit the Demised Premises or the Lessee and so far as the benefit thereof can in law accrue to the Demised Premises or the Lessee
- 9. Such of the rights over land adjoining the Property as were demised to the Lessor by the Head-Lease so far as the same can benefit the Demised Premises

THE FIFTH SCHEDULE above referred to RIGHTS to which the demise is subject

- 1. The free right of the Lessor and of the Head Lessor or their respective assigns or any of them to build or rebuild on any part of the Reserved Property or on any adjoining or neighbouring land of the Lessor or of the Head Lessor or their assigns according to such plans (whether as to height or otherwise) and in such manner as the Lessor or the Head Lessor or their respective assigns shall think fit notwithstanding any interference thereby occasioned to the access of light or air to the Demised Premises
- 2. The right of the Lessor and the tenants lessees occupiers and owners for the time being of any premises adjoining the Demised Premises or any part or parts thereof or any person or persons authorised by them respectively to enter upon the Demised Premises or any part or parts thereof at any time or times during the said term during reasonable hours for any of the purposes mentioned in the covenants on the part of the Lessee to permit such entry hereinafter mentioned but subject to the provisions therein contained
- 3. The free and uninterrupted passage and running of water and soil gas and electricity from and to all parts of the Property through the sewers drains watercourses water pipes tanks cisterns gutters gas pipes electric wires and meters and television wires which are now and may hereafter during the said term be in or upon or under the Demised Premises or any part or parts thereof
- 4. All rights privileges and easements and all quasi-easements now enjoyed or intended to be enjoyed by any other part of the Property over the Demised Premises
- 5. Such rights of protection and support as are at present enjoyed or intended to be enjoyed from the Demised Premises by other Flats contiguous thereto
- 6. The burden of any covenants entered into by the Lessor with the Owners of other Flats so far as such covenants are intended to bind the Demised Premises or the Lessee
- 7. The rights (for the benefit of land adjoining the Property) excepted and reserved in the Head Lease or subject to which the Head Lease was granted so far as the same affect the Demised Premises or the Lessee

THE SIXTH SCHEDULE above referred to COVENANTS by the Lessee with the Lessor

- 1. The Lessee shall pay the yearly rent hereby reserved and made payable at the times and in the manner in which the same is reserved and made payable without any deduction (except as aforesaid)
- 2. The Lessee shall pay and discharge all existing and future rates taxes duties assessments impositions charges and outgoings whatsoever (whether imposed by statute or otherwise and whether of a national or local or any other character and whether of the nature of capital or revenue) which now are or which at any time or times during the term hereby granted shall be imposed levied or charged on the Demised Premises or any part or parts thereof or on the Lessor or the Lessee in respect thereof or which now or which at any time or times during the said term shall be payable by the owner or by the occupier thereof (the Landlord's Property Tax alone excepted)
- 3. If at any time the assessment to income tax under Schedule "A" in respect of the Demised Premises (whether alone or with other property) is made on the Lessor the Lessee shall on demand pay to the Lessor an amount equal to the said tax from time to time so assessed on the Lessor and attributable to the Demised Premises. If such assessment relates to other property as well as to the Demised Premises the amount of tax attributable to the Demised Premises shall be such as is so certified by the Lessor's Surveyor for the time being
- 4. From time to time and at all times during the said term the Lessee shall to the satisfaction of the Lessor's Surveyor for the time being well and substantially repair uphold support cleanse maintain drain amend and keep the Demised Premises and all parts thereof and all additions thereto (and in particular any part or parts of the same which may provide support for any other Flat) and all fixtures and fittings therein and all walls and structures sewers drains pipes and tanks therein in good and tenantable state of repair decoration and condition
- 5. When and so often as any fixtures or fittings belonging to the Demised Premises shall require renewal or replacement the Lessee shall substitute at his own expense new fixtures or fittings of a similar quality description and value to the satisfaction of the Surveyor for the time being of the Lessor
- 6. The Lessee shall before carrying out any repairs or works which he is required to carry out hereunder and for the carrying out of which he requires access to any other part or parts of the Property give reasonable notice (and except in cases of extreme urgency at least forty eight hours' notice) in writing to the occupier of that part of the Property to which the Lessee requires access as the case may be. The Lessee shall on giving such notice be entitled to carry out the said repairs or works and in doing so to have any required access to the said other part or parts of the Property but shall act carefully and reasonably doing as little damage as possible to any part of the Property and making good all damage done
- 7. The Lessee shall prior to the expiration of three years from the date hereof and in every succeeding fifth year of this demise and in the last three months thereof paint with two coats of good oil paint in a workmanlike manner all the wood iron and other parts of the Demised Premises usually or which ought to be painted and shall in addition grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated and re-paper the parts (if any) now papered with suitable paper of as good quality as that now in use

- 8. The Lessee shall clean the windows of the Demised Premises as often as may be necessary and at least once each calendar month
- 9. The Lessor may with or without workmen and others at all reasonable times enter upon and examine the condition of the Demised Premises and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute the same and if the Lessee does not within two months after the service of such notice proceed diligently with the execution of such repairs or works then the Lessor may enter upon the Demised Premises and execute the same and the cost thereof shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action
- 10. The Lessee shall not make any alterations in the Demised Premises without the approval in writing of the Lessor to the plans and specifications thereof and shall make such alterations only in accordance with such plans and specifications when approved and shall at his own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of such alterations and shall comply with all byelaws regulations and conditions applicable generally or to the specific works undertaken
- 11. The Lessee shall not do or permit or suffer to be done in or upon the Demised Premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the Owner or occupier of any other Flat or whereby any insurance for the time being effected on the Property or any part thereof (including the Demised Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs charges and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent authority
- 12. The Lessee shall do all such works as under any Act of Parliament or rule of law are directed or necessary to be done on or in respect of the Demised Premises (whether by Landlord tenant or occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof
- 13. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravene the provisions of the Town and Country Planning Act 1947 or any enactment amending or replacing it and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof
- 14. The Lessee shall permit the Lessor and the Owners of the other flats to have access to and enter upon the Demised Premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to the other Flats and similar to those herein contained
- 15. Neither the Demised Premises nor any part hereof shall be used for any illegal or immoral purpose nor shall any trade or business be carried on there but the Lessee shall use the same for the purposes of a single private or professional residence only
- 16. The Lessee shall not hang out or permit to be hung out any washing in any place other than the screened off part of the balcony of the Demised Premises and will not cause or permit any refuse of any kind to be thrown from or to fall from the said balcony or any windows of the Demised Premises

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- 17. The Lessee shall perform and observe the covenants on the part of the Lessor and the conditions contained in the Head Lease so far as the same relate to the Demised Premises and shall keep the Lessor indemnified against all claims damages costs and expenses relating thereto
- 18. The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistent with the provisions of this Deed make to govern the use of the Flats and the Reserved Property. Such regulations may be restrictive of acts done on the Property detrimental to its character or amenities. Any costs charges or expenses incurred by the Lessor in preparing or supplying copies of such regulations or in doing works for the improvement of the Property providing services or employing gardeners porters or other employees shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under the Seventh Schedule hereto notwithstanding the absence of any specific covenant by the Lessor to incur the same and the Lessee shall keep the Lessor indemnified from and against his due proportion thereof under Clause 21 of this Schedule accordingly.
- 19. The Lessee shall within twenty one days of the date of every assignment underlease grant of Probate or Administration assent transfer mortgage charge discharge Order of Court or other event or document relating to the term give notice thereof in writing to the Lessor's Solicitor and pay the sum of Two guineas (£2. 2. 0d.) in respect of registration of such notice
- 20. Within seven days of receiving a demand from the Lessor therefor the Lessee will pay to the Lessor from time to time a sum or sums of money equal to the amount which the Lessor may expend in effecting or maintaining the insurances of and affecting the Demised Premises such amount being the proportionate part relating to the demised premises of the total premium payable by the Lessor for insurance of the Property under Clause 2 of the Seventh Schedule hereto
- 21. The Lessee shall keep the Lessor indemnified from and against a proportion of all costs charges and expenses incurred by the Lessor in carrying out its obligations under the Seventh Schedule hereto (other than the obligation to insure the property) such proportion to be equivalent to the proportion which the number of shares which the Lessee holds in the Lessor bears to the total number of shares for the time being registered in the names of Sub-Lessees of the Lessor
- 22. The Lessee shall on the execution hereof and on the Thirtieth day of June and the Thirty first day of December in each year during the continuance of this demise pay to the Lessor on account of the Lessee's obligations under the last preceding clause an advance amounting
 - (a) in the period expiring three years from the date hereof to Thirteen pounds
 - (b) during the remainder of the term hereby created to one half part of the proportionate amount (as certified in accordance with Clause 10 of the Seventh Schedule hereto) due from or paid by the Lessee to the Lessor for the accounting period to which the most recent notice under Clause 11 of the Seventh Schedule relates
- 23. The Lessee shall within twenty one days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount (certified in accordance with Clause 10 of the Seventh Schedule hereto) due from the Lessee to the Lessor pursuant to Clause 20 of this Schedule for the

period to which the notice relates pay to the Lessor or be entitled to receive from the Lessor the balance by which the said proportionate amount respectively exceeds or falls short of the total sums paid by the Lessee to the Lessor pursuant to the last preceding Clause during the said period PROVIDED ALWAYS that nothing herein contained shall entitle the Lessee to any repayment of or to any credit for any moneys paid by him under the last preceding clause during the period of three years from the date hereof

- 24. (a) The Lessee shall upon any transaction or disposition to which he is a party or over which he has any control involving a change or a contract for a change in the ownership of the Demised Premises ensure that the person becoming or contracting to become as a result of such transaction or disposition the Owner of the Demised Premises becomes also the holder of the Lessee's share in the Lessor
- (b) The Lessee shall upon any devolution or transmission of the owner-ship of the Demised Premises to which he is not a party and over which he has no control use his best endeavours to ensure that the person becoming the Owner of the Demised Premises as a result of such devolution or transmission becomes also the holder of the Lessee's share in the Lessor
- (c) The Lessee (if and so long as he is not the holder of any shares or share in the Lessor) shall carry out the obligations attaching to the shares in the Lessor now held by the Lessee and to the holder thereof as such and shall indemnify the holder for the time being of the said shares against any liability in respect of such obligations
- 25. Not to keep or permit or suffer to be kept any dog on the Demised Premises.

THE SEVENTH SCHEDULE above referred to COVENANTS on the part of the Lessor

- 1. The Lessor shall pay all existing and future rates taxes assessments and outgoings now or hereafter imposed on or payable in respect of the Reserved Property
- 2. The Lessor shall insure the Property and keep it insured in the joint names of all persons having any interest therein against loss or damage by storm tempest flood fire or aircraft and such other risks as may be required from time to time by the Head Lessor in an insurance office of repute to an amount equal to the full replacement value thereof and shall also take out and keep on foot in the said names a policy of insurance in an office of repute covering liability for injury to third parties in such sum as the Lessor shall determine and shall make all payments necessary for those purposes within seven days after the same becomes payable and shall produce to the Lessee on demand the policies of such insurance and the receipt for every such payment
- 3. As often as any part of the Property is destroyed or damaged by storm tempest flood fire or aircraft the Lessor shall rebuild and reinstate the same in accordance with the byelaws regulations and planning or development schemes of any competent authority for the time being affecting the same and it is hereby agreed that any moneys received in respect of the insurance above provided for shall be applied so far as the same shall extend in so rebuilding or reinstating the Property
- 4. The Lessor shall keep the Reserved Property and all fixtures and fittings therein and additions thereto in a good and tenantable state of repair decoration and condition including the renewal and replacement of all worn or

damaged parts and shall maintain the gardens lawns and grounds in good order and properly planted and preserve the trees bushes and shrubs which are now or may at any time during the said term be growing on the Reserved Property and replace such of the trees shrubs and plants as may die or require replacing PROVIDED that nothing herein contained shall prejudice the Lessor'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 Lessor or the Reserved Property by the negligence or other wrongful act or default of such person

- 5. The Lessor shall before repairing any beam structure to which is attached any ceiling of the Demised Premises and before carrying out any repairs or works to the Reserved Property for the carrying out of which it requires access to the Demised Premises give reasonable notice (and except in cases of extreme urgency at least forty eight hours' notice) in writing to the Lessee the Lessor shall on giving such notice be entitled to repair the said beam structure or carry out the said repairs or works and in doing so to have any required access to the Demised Premises but shall act carefully and reasonably doing as little damage as possible to the Demised Premises and making good all damage done
- 6. The Lessor shall keep the halls staircases landings and other rooms and spaces forming part of the Reserved Property properly cleaned and in good order and shall keep adequately lighted all such parts of the Reserved Property as are normally lighted or as should be lighted
- 7. The Lessor shall arrange for the disposal of rubbish deposited in any containers placed in any Refuse Room or other depository allocated by the Lessor
- 8. The Lessor shall pay the rent reserved by the Head Lease and shall perform and observe all the covenants on its part therein contained so far as neither the Lessee nor any other Owner of a Flat is liable for such performance under the covenants on his part contained in this or a similar Lease
- 9. The Lessor shall keep proper books of account of all costs charges and expenses incurred by it in carrying out its obligations and an account shall be taken on the Thirty first day of December next and on the Thirty first day of December in every subsequent year during the continuance of this demise and at the termination of this demise of the amount of the said costs charges and expenses incurred since the date of the commencement of the term hereby demised or of the last preceding account as the case may be
- 10. The account taken in pursuance of the last preceding Clause shall be prepared and audited by a competent chartered or incorporated accountant who shall certify the total amount of the said costs charges and expenses (including the audit fee of the said account) for the period to which the account relates and the proportionate amount due from the Lessee to the Lessor pursuant to Clause 19 of the Sixth Schedule
- 11. The Lessor shall within two months of the date to which the account provided for in Clause 9 of this Schedule is taken or so soon thereafter as possible serve on the Lessee a notice in writing stating the said total and proportionate amounts certified in accordance with the last preceding Clause

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