

HOUSING ACT 1985 (as amended)

H. M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

LONDON BOROUGH: BARNET

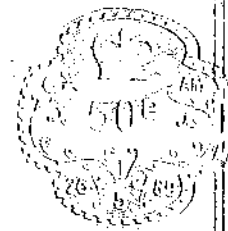
TITLE NUMBER: MX 255005

PROPERTY: 16 DURRISDEER HOUSE, LYNDALE NW2

THIS LEASE is made the *15th May* day of *May* One thousand nine hundred and eighty-eight ~~eight~~ *nine*  
BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET acting by the Council of the said Borough of the Town Hall Hendon NW4 4BG (hereinafter called "the Corporation") of the one part and MARTIN DANIEL HAYES and NORA GERALDINE HAYES both of 16 Durrisdeer House Lyndale NW2 in the said London Borough (hereinafter called "the Lessee") of the other part

WHEREAS:

- (a) The freehold interest in the land and premises known as Nos. 1 to 18 (both inclusive) Durrisdeer House Lyndale Hendon NW2 in the London Borough of Barnet being part of the land and premises comprised in the Title above referred to is now vested in the Corporation by virtue of the Greater London Council (Transfer of Land Housing Accommodation) Order 1980
- (b) "the Flat" means all that flat described in Clause 1 hereof
- (c) "the Block" means the building of which the Flat forms part
- (d) "the Estate" means all the area edged with a heavy black line on the plan annexed hereto and marked A (hereinafter called "Plan A")



(e) "the amenity area" means all those grounds within the curtilage of the Estate laid out or maintained as greensward play areas communal garden or gardens and/or parking and drying and/or refuse areas (if any)

(f) "Service Installations" means cisterns tanks water and gas supply pipes sewers drains tubes meters soil pipes waste water pipes and also wires or cables used for the conveyance of electrical current and all valves traps and switches appertaining thereto but shall not extend to or include any wires cables or apparatus belonging to British Telecom or any public utility supply authority

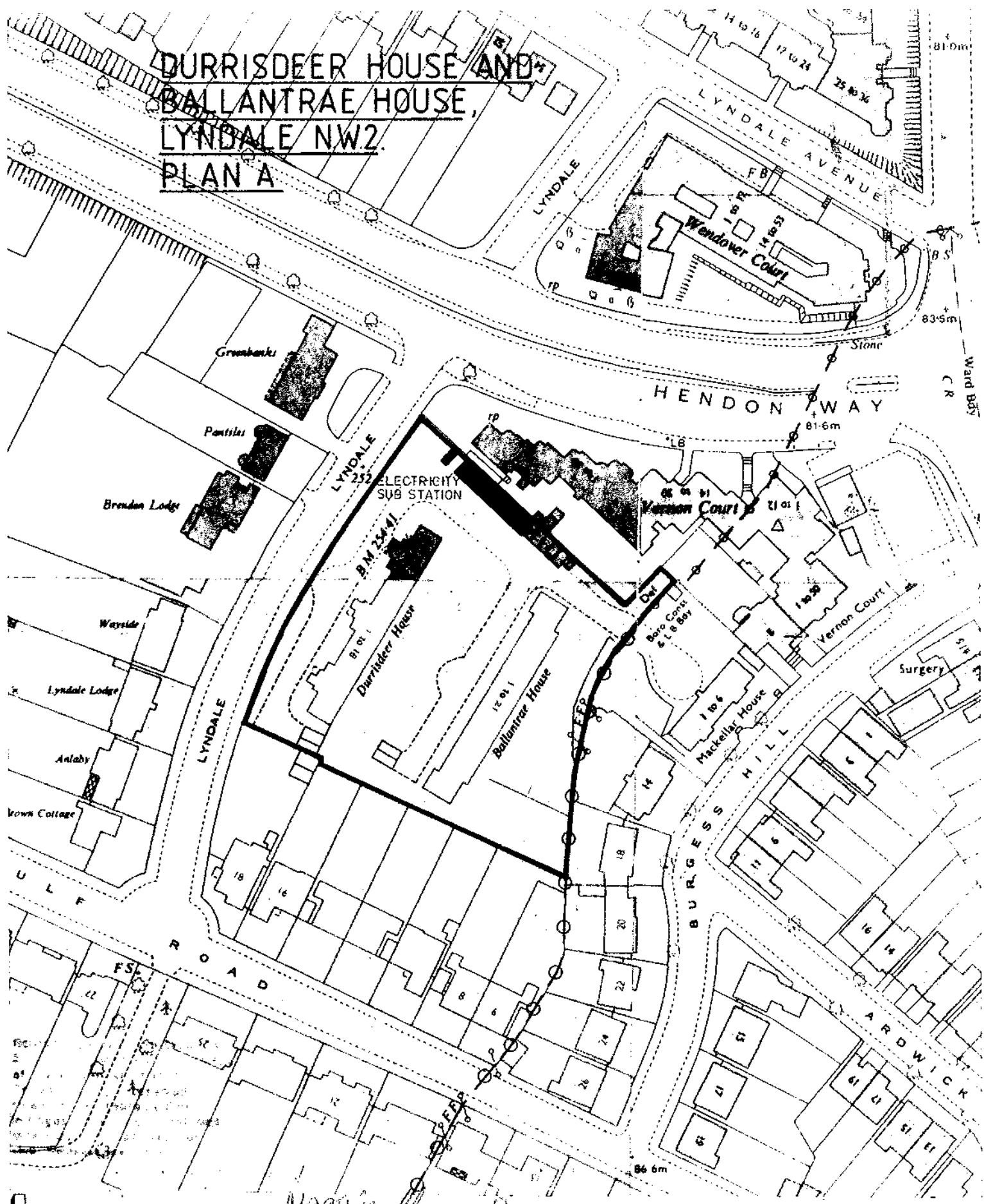
(g) "the Structure" means the main concrete decks beams timbers and joists of the Block and the walls and party walls therein and also the structural parts or railings of any balconies except the internal surfaces of such balconies and of the windows and door frames in the Flat

(h) The expressions "the Corporation" and "the Lessee" shall include their respective successors in title and where the context so requires or admits words importing the neuter gender only shall include the masculine or feminine gender and words importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural number and vice versa and where there are two or more individuals included in the expression "the Lessee" covenants herein expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally

W I T N E S S E T H as follows:-

1. IN CONSIDERATION of the sum of FORTY TWO THOUSAND POUNDS (£42,000.00) paid by the Lessee to the Corporation

**DURRISDEER HOUSE AND  
BALLANTRAE HOUSE,  
LYNDALE NW2.  
PLAN A**



**London  
Borough of  
Barnet**

*Martin Hayes*  
*Nota Gerald Hayes*

**Property Services Group**

D. J. Buckman, A.R.I.B.A.  
Controller of Development Services and  
Deputy Director of Technical Services

**Directorate of Technical Services  
Development Services Division**

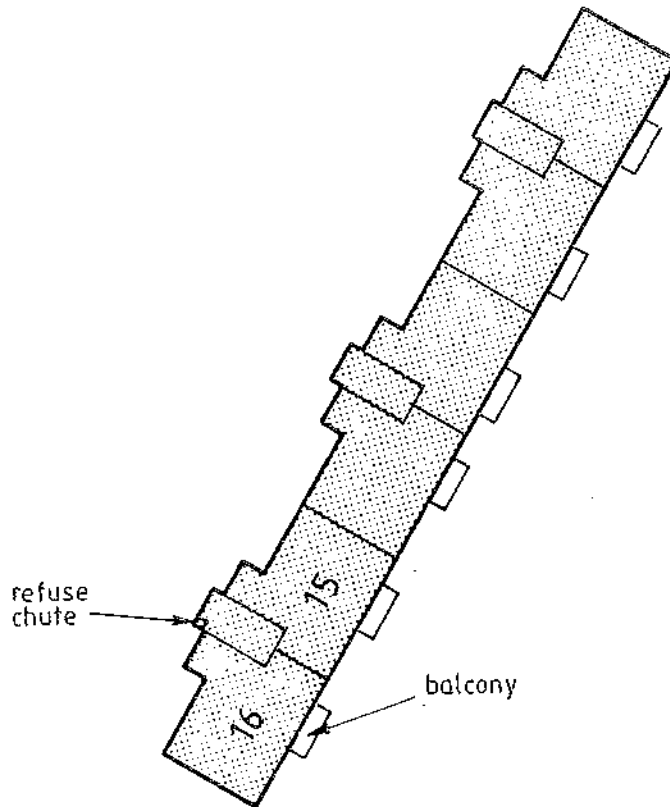
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DATE

DRAWING No 1695/1



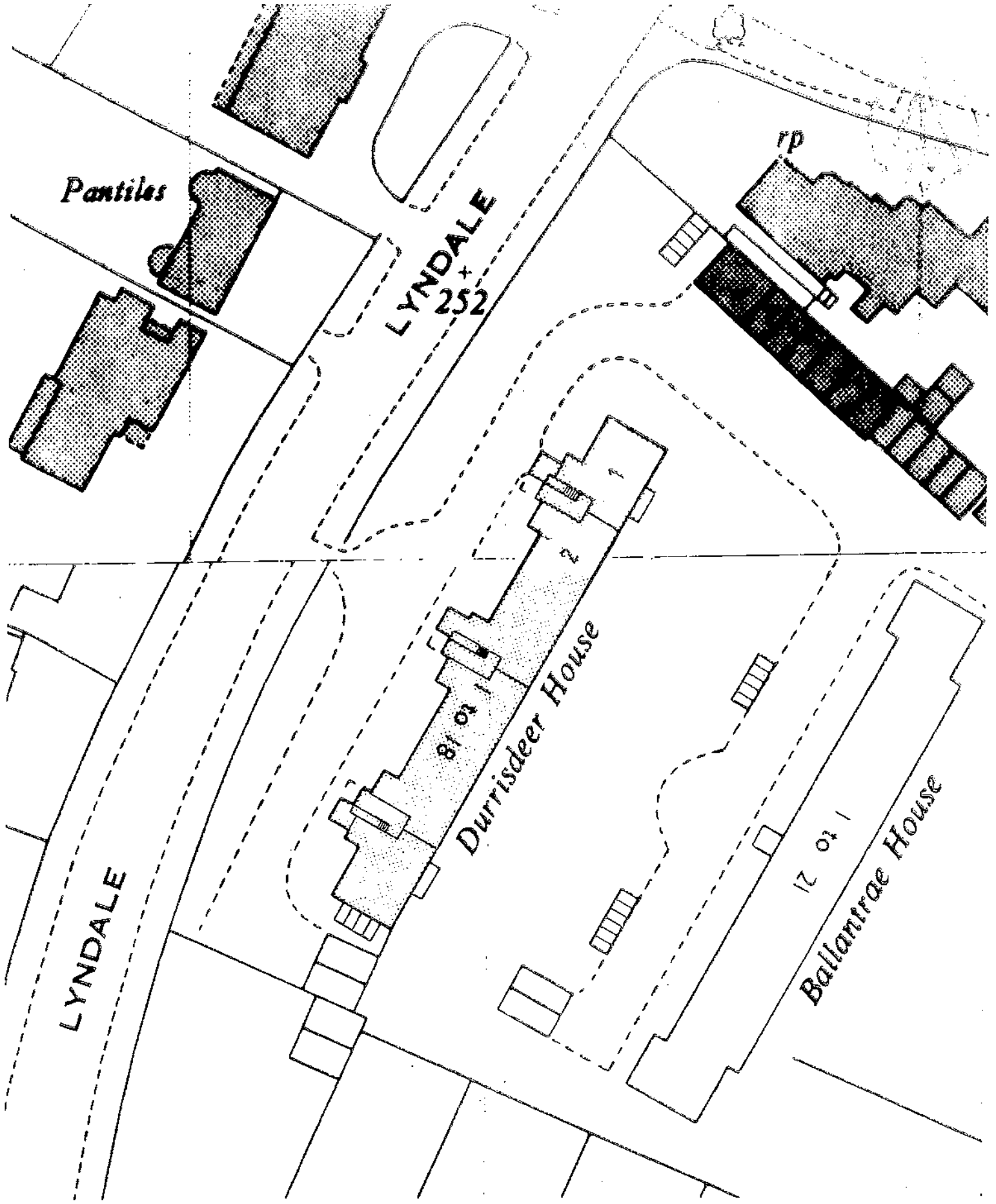
PLAN B.



FIRST FLOOR  
PLAN

MARTIN Daniel Hayes

Nora Cecelia Hayes



GROUND FLOOR  
PLAN

**London**  
**Borough of**  
**Barnet**

**Directorate of Technical Services**  
**Development Services Division**

**Property Services Group**

D J Buckman, A R I B A  
Controller of Development Services and  
Deputy Director of Technical Services

SCALE 1:500

DRAWN BY K.E.B

DATE 18th August 1988

DRAWING NO. 1695/11

the receipt whereof is hereby acknowledged and of the rents covenants and conditions hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed and in pursuance of the provisions of the Housing Act 1985 (hereinafter called "the Act") the Corporation hereby demises unto the Lessee ALL THAT flat numbered 16 (hereinafter called "the Flat") and being on the first floor of the Block the extent whereof is shown tinted pink on the Plan marked "B" annexed hereto TOGETHER WITH and so that the Flat shall include

(a) all Service Installations which are laid in any part of the Block and serve exclusively the Flat

(b) the internal plastered coverings and plaster work or other wall finishes of the walls bounding the Flat and internal surfaces of the doors and door frames and window-frames fitted in such walls and the glass fitted in such window-frames and

(c) the plaster coverings and plaster work or other wall finishes of the walls and partitions lying within the Flat and the doors and door frames fitted in such walls and partitions and

(d) the plastered coverings and plaster work of the ceilings and the surfaces of the floors of the Flat and

(e) all fixtures and fittings in or about the Flat and not hereinafter expressly excluded from this demise but not including:

(i) any part or parts of the Block (other than any services expressly included in this demise) lying above the said surfaces of the ceiling or below the said floor surfaces and

- (ii) the Structure
- (iii) any services in the Block which do not exclusively serve the Flat

AND TOGETHER ALSO WITH the easements rights and privileges specified in the First Schedule hereto EXCEPT NEVERTHELESS AND RESERVING unto the Corporation the easements rights and privileges specified in the Second Schedule hereto TO HOLD the Flat unto the Lessee for a term of 125 years commencing on the first day of October One thousand nine hundred and eighty-four (determinable nevertheless as hereinafter provided) YIELDING AND PAYING therefor during the said term the yearly rent of TEN POUNDS and Service Charges hereinafter mentioned such rent and Service Charges to be paid by equal quarterly payments in advance on 1st April 1st July 1st October and 1st January in every year each of which dates is hereinafter referred to as a "payment date" (or on such other payment dates as the Corporation may appoint in the event of an alteration (if any) in its financial year) PROVIDED THAT the first of such payments shall be made on the execution hereof and shall be for a period from the date of execution hereof (and not the date of commencement of the term hereof) to the day preceding the next ensuing payment date

2. THE Lessee HEREBY COVENANTS with the Corporation as follows:-

- (i) To pay the yearly rent hereby reserved and payable at the times and in the manner aforesaid without any deduction whatsoever
- (ii) To pay without any deduction whatsoever the Corporation's expenses and outgoings as set out in the Third



Schedule hereto (hereinafter together called "the Service Charges") at the times and in manner aforesaid but subject to the terms and provisions set out in the Fourth Schedule hereto and subject also to the limitations placed upon such payments by the Act as amended and the Landlord and Tenant Act 1985

(iii) To pay all existing and future rates (other than water rate) taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or during the said term shall be assessed charged or imposed or payable in respect of the Flat

(iv) From time to time during the said term to pay all costs charges and expenses incurred by the Corporation in abating any nuisance in the Flat and executing all such works as may be necessary for abating any nuisance in the Flat in obedience to a notice served by a local authority

(v) From time to time and at all times during the said term to well and substantially maintain and keep clean and in good and tenantable repair and condition the Flat and the Corporation's fixtures and fittings therein and in particular as occasion requires to thoroughly clean the internal surfaces of all windows and all cisterns and to keep all Service Installations in good repair and condition and to replace from time to time all landlord's fixtures and fittings which may be or become beyond repair at any time during or at the expiration or sooner determination of the said term

(vi) To accept the supply of heat and/or hot water (if any) presently supplied to the Flat or which may in the future be

supplied thereto by the Corporation

(vii) At all times during the said term well and sufficiently keep the interior of the Flat in good decorative condition and at least once in every seven years of the said term and also in the last year of the said term (howsoever the same is determined) paint with two coats of good quality paint and redecorate in a good and workmanlike manner all parts of the interior of the Flat heretofore or usually so painted or decorated

(viii) Not to permit any water or liquid to soak through the floors of the Flat or suffer dirt rubbish rags or refuse or any corrosive substance to be thrown into the sinks bath lavatories cisterns or waste or soil pipes in or serving the Flat and in the event of such happening forthwith at the Lessee's own expense to rectify and make good all damage and injury thereby caused

(ix) To sweep any chimney flues in the Flat at least once in every year of the term

(x) At the Lessee's own expense to execute and do all such works as may be directed in pursuance of any statutory enactment or otherwise by any national local or public authority or body to be executed or done at any time during the said term upon or in respect of the Flat and to keep the Corporation indemnified against all claims demands and liability arising thereout

(xi) Not without the Corporation's written consent to alter the internal planning or the height elevation or appearance of the Flat nor at any time make any alterations or additions thereto nor cut maim or remove any of the party or other walls or the principal concrete elements or bearing

timbers or iron steel or other supports thereof nor carry out any development thereto nor change the user thereof (within the meaning of any legislation for the time being in force relating to town and country planning)

(xii) Upon any assignment hereof or subletting or underletting wholly or in part to obtain if the Corporation shall so require a direct covenant by the assignee sublessee or underlessee with the Corporation to observe and perform the covenants and conditions of this Lease

(xiii) Within twenty-one days next after any transfer assignment mortgage charge or underlease of the Flat or devolution of the Lessee's interest under this Lease to give notice in writing thereof and to produce to the Corporation the instrument or a certified copy of every such transfer assignment mortgage charge underlease or devolution and pay to the Corporation a fee of Five Pounds (£5.00) for the registration of each notice or such other reasonable fee as may from time to time be determined by the Corporation

(xiv) To permit the Corporation with or without workmen and all other persons authorised by it at reasonable times and upon reasonable notice (except in emergency) during the term hereby granted to enter upon and view and examine the condition of the Flat and prepare a schedule of all landlord's fixtures and fittings therein and for any other purpose and of all defects and wants of repair on any such view found the Corporation may thereupon serve the Lessee with notice in writing specifying any repair necessary to be done and for which the Lessee is liable under the covenants in that behalf herein contained and requiring the Lessee forthwith to execute the same and if the Lessee shall not

within three months after service of such notice or sooner if requisite proceed diligently with the execution of such repairs to permit the Corporation and all persons authorised by it to enter upon the Flat with any requisite appliances and execute such repairs and the cost thereof shall be paid to the Corporation by the Lessee and be forthwith recoverable by action as if it were rent in arrear

(xv) To permit the Corporation its duly authorised surveyors or agents with or without workmen and others at all reasonable times and upon reasonable notice (and in case of emergency without notice) to enter into and upon the Flat or any part thereof for the purpose of repairing any part of the Block and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structures or other conveniences belonging to or serving or used for the Block (without prejudice however to the obligations of the Lessee hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes PROVIDED that the Corporation shall make good all damage to the Flat or to the fixtures fittings sanitary apparatus and appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned

(xvi) Not to do nor permit nor suffer to be done any act or thing whereby the Corporation's policy or policies of insurance in respect of the Estate or any part thereof may

be or become void or voidable or whereby the rate of premium may be increased and any expenses incurred by the Corporation in or about any renewal of such policy or policies rendered necessary by a breach by the Lessee of this covenant shall be repaid by the Lessee to the Corporation and be recoverable by the Corporation as if they were rent in arrear

(xvii) To pay to the Corporation on demand all reasonable costs charges and expenses (including legal costs and surveyors' fees) which may be incurred by the Corporation or otherwise become payable by the Corporation under or in contemplation of any proceedings in respect of the Flat under Section 146 of the Law of Property Act 1925 or in the preparation and service of a notice thereunder notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

(xviii) To pay all reasonable costs and expenses of the Corporation (including legal costs and surveyors' fees) incurred in granting any consent under this Lease

(xix) Upon receipt of reasonable notice (except in case of emergency) to permit the respective owners of the other flats in the Block to have access to and enter upon the Flat as often as it may be reasonably necessary for them to do so in fulfilment of their respective obligations under any covenants relating to any other flat and similar to those herein contained

(xx) In the event of the Corporation contemplating selling or granting a lease of the reversion expectant hereon to permit on reasonable notice being given any prospective purchaser or lessee or their agents to enter upon the Flat

for the purpose of viewing the same

(xxi) To permit the Corporation or its agents or surveyors at any time during the last six months of the term hereby granted howsoever determined at all reasonable hours in the daytime (by appointment if reasonably possible) to enter into with and to show the Flat to any person desiring to view the same and allow any person producing a written authority from the Corporation or its agents or surveyors to enter and view the same

(xxii) At the expiration or sooner determination of the said term to peaceably surrender and yield up to the Corporation the Flat together with all additions and improvements made thereto and all fixtures and fittings of every kind (except tenant's fixtures and fittings) in or upon the Flat or which during the said term may be affixed or fastened to or upon the same so painted repaired cleansed maintained amended and kept as aforesaid

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

(xxiv) Not to permit any owner or occupier of any adjoining or adjacent premises to acquire any right of light or air

way water drainage or other easement over the Flat or the Block but forthwith to inform the Corporation of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any right or easement as aforesaid and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such right or easement

(xxv) Not to suffer any encroachment to be made on the Flat and if any such shall be made to permit the Corporation or others for the time being concerned to take any appropriate action and not to permit any wilful voluntary or permissive waste or spoil to be done or suffered upon the Flat

(xxvi) To make good all damage caused through the act or default of the Lessee or of any servant or agent or visitor of the Lessee (a) to any part of the Block or to the appointments or the fixtures and fittings thereof or to the Estate and (b) to any other tenant or lessee of the Block or Estate and their licensees and in each case to keep the Corporation indemnified from all claims expenses and demands in respect thereof

(xxvii) To observe and perform any covenants restrictions and stipulations referred to in the Corporation's title so far as the same are still subsisting and capable of taking effect and insofar as they affect the Flat and to indemnify and keep indemnified the Corporation from and against all claims damages costs and expenses in any way relating thereto

(xxviii) It is hereby declared that each of the aforesaid covenants shall remain in full force both at law and in equity notwithstanding that the Corporation shall have

waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Corporation

3. (1) The Lessee hereby acknowledges that the consideration for this Lease has been arrived at after allowing the Lessee a discount of £33,000.00 (hereinafter called "the discount")

(2) The Lessee hereby covenants with the Corporation to pay to the Corporation on demand the amount specified in the next following paragraph in the event of a disposal (the "further disposal") of the Flat taking place within a period of three years after the date of the disposal hereby effected PROVIDED that if there should be more than one further disposal within the period aforesaid the said amount shall be payable only on the first such disposal

(3) The amount payable under the foregoing covenant is an amount equal to the discount reduced by  $33 \frac{1}{3}\%$  of the discount for each complete year which shall elapse between the date of the disposal hereby effected and the date of the said further disposal

(4) The provisions of Section 159 of the Act apply to the foregoing covenant and accordingly

(a) For the purposes of this clause "disposal" means a relevant disposal within the meaning given to that phrase by Sections 159 160 and 161 of the Act

(b) the liability that may arise under the said covenant shall be a charge on the Flat in accordance with the provisions of Section 156(1) and (2) of the Act



(5) For the purpose of giving effect to the foregoing covenant the Lessee hereby further covenants with the Corporation that no such disposal as is mentioned in paragraph (2) above shall take place within the three year period therein mentioned unless the Corporation has been given written notice of the date fixed for the completion thereof

(6) The Corporation and the Lessee hereby apply to the Chief Land Registrar to enter on the Register a notice of the charge referred to in paragraph (4)(b) above

4. THE LESSEE HEREBY COVENANTS with the Corporation and as a separate covenant with the lessees tenants or occupiers of the other flats in the Block that the Lessee shall at all times hereafter observe and perform the regulations contained in the Fifth Schedule hereto together with any additions and variations thereto reasonably made by the Corporation for the proper management of the Block or the Estate of which notice in writing has previously been given to the Lessee and not allow nor permit nor suffer to be done any act or thing which shall contravene the same AND (but without prejudice to any other remedy available to the Corporation in that behalf) keep the Corporation fully and effectually indemnified against any proceedings costs expenses or other liability whatsoever arising out of or incidental to any breach of this covenant

5. THE Corporation HEREBY COVENANTS with the Lessee as follows:-

(1) (a) To insure and keep insured the items and things referred to in Sub-Clause 5(3)(a)(i)(ii)(iii) and (iv) hereof the common parts of the Block and landlord's

fixtures therein and any flats in the Block and landlord's fixtures therein as are not required to be insured under provisions in any other lease or leases similar to the provisions contained in Sub-Clause (1)(b) hereof in their full reinstatement value against loss or damage by fire explosion and aircraft and such other risks as the Corporation shall deem desirable in some insurance office or with underwriters of repute or to provide cover to an equivalent value against all the above-mentioned risks out of its own internal funds And in case of destruction of or damage to the said items and things or any part thereof from any cause covered by such insurance or such cover as to make the same unfit for habitation and use to lay out all monies received in respect of such insurance or such cover (other than for loss of rent and architects' and surveyors' fees) in rebuilding and reinstating the same as soon as reasonably practicable

(b) To insure and keep insured in the joint names of the Corporation and of the Lessee the Flat and landlord's fixtures therein in their full reinstatement value against loss or damage by the perils normally covered under a Householders (Buildings) Policy and such other risks as the Corporation shall deem desirable in some insurance office or with underwriters of repute And in case of destruction of or damage to the Flat or any part thereof from any cause covered by such insurance as to make the same unfit for habitation and use to lay out all monies received in respect of such insurance (other than for loss of rent and architects' and surveyors' fees) in rebuilding and reinstating the same as soon as reasonably practicable

(c) To permit the Lessee at such times as are reasonable to the Corporation and the Lessee to inspect the Policy referred to in Clause 5(1)(b) hereof

(2) In the event of the Flat being destroyed or so damaged by any insured risk as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Corporation 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 Lessee his family servants or agents then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained shall forthwith cease to be payable until the Flat shall have been restored and reinstated and again rendered fit for occupation and use

(3) Subject to payment by the Lessee of the rents and the Service Charges and provided that the Lessee has complied with all the covenants agreements and obligations on his part to be performed and observed the Corporation shall

(a) keep in good and substantial repair and condition (and subject as stated below whenever necessary rebuild reinstate renew and replace all worn or damaged parts)

(i) the Structure and the foundations of the Block and the roof thereof with its gutters and rain water pipes and the Service Installations save those exclusively serving the Flat

(ii) any wireless and television masts and aerials

cables and wires erected on the Block or in or over the roof or roofs of the Block and available for use with the Flat provided that the Corporation shall have the liberty whenever it considers necessary to provide a separate wireless and television aerial for the Flat in lieu thereof

(iii) the boilers and heating and hot water apparatus (if any) in the Block or on the Estate save and except such (if any) heating apparatus as may be now or hereafter installed in and serving exclusively the Flat and not comprising part of a general heating system serving the Block or the Estate

(iv) the passenger lifts lift shafts and machinery (if any) enjoyed or used by the Lessee in common with others and

(v) the paths and roads (save any public highways) on the Estate enjoyed or used by the Lessee in common with the tenants or lessees of the other flats in the Block or on the Estate the amenity area and such of the boundary walls and fences of the Estate as remain the responsibility of the Corporation

(b) as and when the Corporation considers necessary paint in workmanlike manner with two coats of good quality paint all such parts of the exterior of and the common parts of the Block as are usually so painted

PROVIDED that the Corporation shall not be liable to the

Lessee for any defect or want of repair hereinbefore mentioned unless the Corporation has had notice thereof

6. THE Corporation HEREBY FURTHER COVENANTS with the Lessee that:-

(i) It will to the extent permitted by law require every owner to whom it shall hereafter grant a lease of the adjoining flats or any of them to enter into covenants and regulations with the Corporation similar to those herein contained and that at the request and cost of the Lessee and upon the prior payment to the Corporation by the Lessee of such sum as the Corporation may reasonably require in respect of such costs will enforce the said covenants and regulations against other lessees

(ii) The Lessee duly paying the rents hereby reserved and performing and observing all and every the covenants conditions restrictions and regulations obligations and agreements herein contained shall peaceably hold and enjoy the Flat together with the rights hereby granted without any interruption by the Corporation or any person lawfully claiming under or in trust for it

7. NOTWITHSTANDING anything herein contained but subject to any statutory duty imposed upon the Corporation the Corporation shall be under no greater liability either to the parties hereto or to strangers to this contract who may be permitted to enter or use the Block for accidents happening injuries sustained or for loss or damage to goods or chattels in the Block or on the Estate or any part thereof whether arising from the negligence of the Corporation or that of any servant or agent of the Corporation or otherwise than the obligations involved in

the common duty of care

8. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

(1) If the rent or Service Charges hereby reserved or payable or any part thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether formally demanded or not) or if the Lessee shall at any time fail or neglect to observe any one or more of the covenants 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 Corporation at any time thereafter to re-enter upon the Flat 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 of the Corporation in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained

(2) Notwithstanding anything herein contained the Corporation shall not be liable to the Lessee nor shall the Lessee have any claim against the Corporation in respect of

(a) any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Corporation's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or labour disputes or

(b) any act omission or negligence of any caretaker

attendant or other servant of the Corporation in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

(3) Nothing herein contained shall by implication of law or otherwise operate to confer on the Lessee any easement or right of light or air or any privilege whatsoever except as by this Lease expressly granted over or against any adjoining or other property now or hereafter belonging to the Corporation which might restrict or prejudicially affect the future rebuilding alterations or development of any adjoining or neighbouring property nor shall the Lessee be entitled to compensation for any damage or disturbance caused by or suffered through any such rebuilding alterations or development

(4) If it so desires the Corporation shall be entitled to appoint managing agents for the purpose of managing the Estate and to remunerate them properly for their services

(5) In addition to any other prescribed mode of service any notices or demands requiring to be served hereunder shall be validly served if served in accordance with Section 196 of the Law of Property Act 1925 or in the case of the Lessee if left addressed to him at the Flat

I N W I T N E S S whereof the Corporation 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

(Easements rights and privileges granted to the Lessee)

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled

to like rights) at all times by day and by night and for all purposes incidental to the occupation and enjoyment of the Flat but not further or otherwise (i) to go pass and repass over and along the main entrance of the Block and the landings and staircases thereof and to use the passenger lift (if any) therein (ii) to pass and repass with or without vehicles over and along the Estate roads (iii) to use the communal car park or other parking area (if any) within the Estate for the purpose of parking not more than one private motor vehicle and (iv) to use the drying area and refuse chute (if any) provided nevertheless that the Lessee shall not cause or permit the obstruction of any common parts of the Block or of the Estate by furniture or otherwise nor shall the Lessee park or permit to be parked any heavy trade or large commercial vehicle on any part of the Estate

2. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) to pass and repass on foot only over and along the footpaths on the Estate and to use the amenity areas for the purpose of quiet enjoyment only (but not for any purpose likely to cause offence or constitute a nuisance to tenants or lessees of other flats in the Block or on the Estate)

3. The free and uninterrupted passage and running of gas electricity water and soil from and to the Flat in through and along the Service Installations which now are or may at any time during the term hereby granted be passing through the Block or any part thereof or of the Estate

4. The right to subjacent and lateral support and to



shelter and protection for the Flat from the remainder of the Block not hereby demised

5. The right for the Lessee to connect any wireless or television set in the Flat with any aerials for the time being provided by or on behalf of the Corporation PROVIDED that nothing herein contained shall oblige the Corporation to provide any such aerials

6. The right for the Lessee (upon reasonable notice except in case of emergency) to enter and have access to those parts of the Block not included in this demise to fulfill the obligations of the Lessee under the covenants herein contained the Lessee making good all damage thereby caused

7. The right (where such communal amenities are in operation in the Block at the date hereof) to receive a supply of hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the Block or the Estate and/or from a date not later than 1st October in each year to a date not later than 30th April in the following year to receive a supply of heating to the Flat whether by way of hot water to the radiators fixed in the Flat or by other means so as to maintain a reasonable temperature in the Flat SUBJECT to the provisions of Clause 8(2) hereof and SUBJECT ALWAYS to the right of the Corporation in its absolute discretion to replace the whole of the domestic hot water and/or heating system serving the Block or the Estate either with a similar such system or with any alternative system which may or may not require the installation in the Flat of heating and hot water apparatus serving the Flat exclusively (For the avoidance of doubt the Lessee's right shall extinguish upon the installation in the

Flat of an independent system)

THE SECOND SCHEDULE above referred to  
(Easements rights and privileges excepted and reserved  
to the Corporation from the demise)

1. The free and uninterrupted right of passage and running of gas electricity water and soil from and to the remainder of the Block or of the Estate or any part thereof in through and along the Service Installations which now are or may at any time during the term hereby granted be laid in or upon the Flat or any part thereof

2. The full and free right and liberty for the Corporation and any person or persons authorised by it at any time or times to rebuild or use any building adjoining or adjacent to the Block or to erect new buildings on the Estate or on any property adjoining or adjacent thereto to such height elevation extent or otherwise as the Corporation may think fit and so that the access of light and air to the Flat 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 accordingly so that the enjoyment thereof shall not nor shall these presents prevent any such rebuilding alteration or erection as aforesaid

3. The right to subjacent and lateral support shelter and protection from the Flat for the other parts of the Block not hereby demised as is now enjoyed from the Flat

4. The right at any time hereafter to install and maintain in or upon the Block television and radio receiving aerials electric entry systems or similar apparatus including self

locking doors to the main entrances and passages of the Block

THE THIRD SCHEDULE above referred to

SECTION A

THE CORPORATION'S EXPENSES AND OUTGOINGS OF WHICH THE LESSEE IS TO PAY A PROPORTIONATE PART BY WAY OF SERVICE CHARGES

Part 1

AS TO THE BLOCK IN WHICH THE FLAT IS SITUATED (save as otherwise appears in paragraphs 2 & 3 below)

All costs and charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any service or the carrying out of any maintenance repairs and renewals reinstatements rebuilding cleansing and decoration to or in relation to the Block and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:-

1. The expenses of maintaining repairing redecorating and renewing amending repointing painting graining varnishing whitening or colouring the Block and all parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clause 5(3) hereof
2. The cost of periodically inspecting maintaining overhauling repairing and where necessary and in the opinion of the Corporation practicable of replacing the whole of the heating and/or domestic hot water system serving the Block or the Estate and the lifts lift shafts and machinery therein (if any)

3. The cost of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and/or domestic hot water systems serving the Block or the Estate and the electric current for operating the passenger lifts (if any in the Block)
4. The cost of insuring and keeping insured throughout the term hereby created the items and things referred to in Clause 5(1)(a) hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Corporation shall determine including two years' loss of rent and architects' and surveyors' fees
5. The cost (if applicable) of providing a caretaker service
6. The cost of providing floor covering decorating and lighting the passages landings staircases and other parts of the Block enjoyed or used by the Lessee in common with others and of keeping the other parts of the Block used by the Lessee in common as aforesaid and otherwise not specifically referred to in this Schedule in good repair and condition
7. All charges assessments and other outgoings (if any) payable by the Corporation in respect of all parts of the Block (other than income tax)
8. The costs incurred by the Corporation in the management of the Block
9. The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric systems or similar apparatus (if any) installed or to be installed in or on the said Block and used or capable of being used by the Lessee in common as aforesaid (and not

falling within paragraph 3 of Part 2 below)

10. The cost of taking all steps deemed desirable or expedient by the Corporation for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Block for which the Lessee is not directly liable hereunder

11. The Water Rate

#### Part 2

##### AS TO THE ESTATE

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any service or the carrying out of any maintenance repairs renewals reinstatements rebuilding cleansing and decoration to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following

1. The cost of the expense of making repairing maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fences walls or other amenities which may belong to or be used for the Block in common with other premises on the Estate
2. The upkeep of the amenity area
3. The cost of installing maintaining repairing and renewing the television and radio receiving aerials (if any)

installed or to be installed on the Estate and used or capable of being used by the Lessee in common as aforesaid (and not falling within paragraph 9 of Part 1 above)

4. All charges assessments and other outgoings (if any) payable by the Corporation in respect of the Estate

5. The cost of insuring and keeping insured throughout the term hereby created those parts of the Estate used or capable of being used by the Lessee in common as aforesaid and landlord's fixtures and fittings thereon and all the appurtenances apparatus and other things thereto belonging against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Corporation shall determine including two years' loss of rent and architects' and surveyors' fees

6. The costs incurred by the Corporation in the management of the Estate

7. The Water Rate

#### SECTION B

THE CORPORATION'S EXPENSES AND OUTGOINGS OF WHICH THE LESSEE IS TO PAY THE ACTUAL AMOUNT BY WAY OF SERVICE CHARGES

The cost of insuring and keeping insured throughout the term hereby created the Flat and landlord's fixtures therein in accordance with the provisions of Clause 5(1)(b) hereof

#### THE FOURTH SCHEDULE

OTHER TERMS AND PROVISIONS RELATING TO SERVICE CHARGES

1. Subject to the provisions of paragraph 2 of this Schedule the amount of the Service Charges payable by the Lessee shall be the total of:-

(i) 5.556 per centum of the estimated costs and expenses to be incurred by the Corporation under Part 1 of Section A of

- the Third Schedule or such other percentage as in the opinion of the Corporation represents the Lessee's reasonable contribution to the said costs and expenses
- (ii) 2.5044 per centum of the estimated costs and expenses to be incurred by the Corporation under Part 2 of Section A of the Third Schedule or such other percentage as in the opinion of the Corporation represents the Lessee's reasonable contribution to the said costs and expenses
- (iii) The full amount of the estimated costs and expenses to be incurred by the Corporation under Section B of the Third Schedule
- (iv) The applicable percentage of any value added tax or tax of a similar nature payable in respect of any costs expenses outgoings or matters falling within any paragraph of any Section of the Third Schedule hereto
- (v) In each case the Service Charges shall be calculated and be payable for each financial year of the Corporation ending on 31st March annually or such other date (if any) on which the Corporation's financial year may end

2. The expression "the expenses and outgoings incurred by the Corporation" as hereinbefore used shall be deemed to include not only those expenses outgoings and other expenditure hereinbefore described which have been actually disbursed incurred or made by the Corporation during the year in question but also such part of all such reasonable expenses outgoings and other expenditure hereinbefore described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise including a sum

or sums of money by way of reasonable provision for anticipated expenditure in respect thereof

3. After the relevant costs have been incurred any necessary adjustments shall be made by repayment reduction of subsequent charges or otherwise

4. Provided always and notwithstanding anything to the contrary herein contained it is agreed and declared as follows:-

(i) That the estimated amount of the annual Service Charges payable shall be certified in writing by the Corporation to the Lessee before 1st April in each year for the year ensuing and the amount of the Service Charges payable for the period from the date of execution hereof until the 31st March next following shall be on the basis of an estimate made by the Corporation prior to the execution hereof Provided that in the event of an alteration (if any) in the Corporation's financial year the dates aforesaid shall be adjusted to conform respectively to the date of the beginning and end of such altered financial year

(ii) That the provisions of paragraph 3 hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term

THE FIFTH SCHEDULE above referred to

(Restrictions and Regulations imposed in respect of the Flat and to be observed by the Lessee)

1. Not to use the Flat or any part thereof for non-residential purposes without the prior written consent of the Corporation



2. Not to deposit any dust or rubbish anywhere on the Estate other than in the refuse chute provided for the same
3. To keep the Flat including all the windows thereof in a clean and tidy condition and not to cause or permit any untidiness in any common parts of the Block or Estate
4. Not to keep within the Flat nor in the Block nor on any part of the Estate any inflammable material other than such as may be reasonably required for domestic use PROVIDED that liquid Petroleum Gas cylinders (bottled gas) are not permitted in blocks of 3 storeys or more
5. No animal shall be kept in the Flat without the written consent of the Corporation and where consent is granted the Lessee will ensure that the animal is kept under proper control and does not cause a nuisance
6. To use all communal areas lifts and services in a reasonable manner and to ensure that the Lessee's visitors guests and other occupiers of the Flat do likewise
7. To comply with all or any regulations which the Corporation from time to time may make in respect of the Block or the Estate
8. Not to allow or permit window boxes or plants to be placed on any window sills or balconies without the prior written approval of the Corporation
9. To advise the Corporation as soon as possible of any defect to the Flat or to the Block or to the Estate for the repair of which the Corporation is responsible
10. Comply with and be bound by any special regulations made by the Corporation relating to the user of any baggage or cycle room or store garage or parking lot which shall be published by notice affixed therein or handed to the Lessee

or his agent Anything left therein shall be at the Lessee's entire risk Any such user by the Lessee shall be a matter of collateral arrangement between the parties and shall not be enjoyed as of right other than that conferred by any such arrangement

11. To observe all further or other rules and regulations made at any time and from time to time by the Corporation in addition to or substitution for the foregoing rules and regulations or any of them which the Corporation may deem necessary or expedient for the safety care or cleanliness of the Block or any part thereof or for securing the comfort and convenience of all tenants in the Block or the Estate PROVIDED ALWAYS that no such further or other rules or regulations may be made hereunder which shall subject the Lessee to any unusual or unreasonable burden

SIGNED SEALED AND DELIVERED  
by the said MARTIN DANIEL  
HAYES in the presence of:-

) *Martin Daniel Hayes*  
)

*Rev. J.A. Shanahan C.M.*

*"Ramoscus House";*

*The Ridgeway, Mill Hill London NW7 1HH*

*Assistant Director, Ramoscus House Conference Centre*

SIGNED SEALED AND DELIVERED  
by the said NORA GERALDINE  
HAYES in the presence of:-

) *Nora Geraldine Hayes*  
)

*J. Slaney*

*45A Devonshire Row*

*London N13 4RU*

*Conference Secretary*

DATED

15th May

1989

HOUSING ACT 1985 (as amended)

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF BARNET

- and -

MR. & MRS. M.D. HAYES

Counterpart/

L E A S E

of

Flat No. 16 Durrisdeer House,  
Lyndale NW2 in the London Borough  
Barnet

From: 01. 10. 89  
Term of years: 30. 09. 20  
Expiring:

Rent: £10 p.a. plus Service Char

E.M. BENNETT, ESQ., B.A., LL.B. (CAN)  
Chief Executive and Town Clerk,  
London Borough of Barnet,  
Town Hall,  
The Burroughs,  
Hendon, NW4 4BG.

Ref: HSG.5.D.314.ZS/SMD TD.BB.2093

