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HOUSING ACT 1905 (as amended)

HM LAND REGISTRY

LAND REGISTRATION ACT 1925 to 1988

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OF ORIGINAL

HOWARD STUBBS & PHOENIX STEELE
SOLICITORS

25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 449, 451, 453, 455, 457, 459, 461, 463, 465, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, 487, 489, 491, 493, 495, 497, 499, 501, 503, 505, 507, 509, 511, 513, 515, 517, 519, 521, 523, 525, 527, 529, 531, 533, 535, 537, 539, 541, 543, 545, 547, 549, 551, 553, 555, 557, 559, 561, 563, 565, 567, 569, 571, 573, 575, 577, 579, 581, 583, 585, 587, 589, 591, 593, 595, 597, 599, 601, 603, 605, 607, 609, 611, 613, 615, 617, 619, 621, 623, 625, 627, 629, 631, 633, 635, 637, 639, 641, 643, 645, 647, 649, 651, 653, 655, 657, 659, 661, 663, 665, 667, 669, 671, 673, 675, 677, 679, 681, 683, 685, 687, 689, 691, 693, 695, 697, 699, 701, 703, 705, 707, 709, 711, 713, 715, 717, 719, 721, 723, 725, 727, 729, 731, 733, 735, 737, 739, 741, 743, 745, 747, 749, 751, 753, 755, 757, 759, 761, 763, 765, 767, 769, 771, 773, 775, 777, 779, 781, 783, 785, 787, 789, 791, 793, 795, 797, 799, 801, 803, 805, 807, 809, 811, 813, 815, 817, 819, 821, 823, 825, 827, 829, 831, 833, 835, 837, 839, 841, 843, 845, 847, 849, 851, 853, 855, 857, 859, 861, 863, 865, 867, 869, 871, 873, 875, 877, 879, 881, 883, 885, 887, 889, 891, 893, 895, 897, 899, 901, 903, 905, 907, 909, 911, 913, 915, 917, 919, 921, 923, 925, 927, 929, 931, 933, 935, 937, 939, 941, 943, 945, 947, 949, 951, 953, 955, 957, 959, 961, 963, 965, 967, 969, 971, 973, 975, 977, 979, 981, 983, 985, 987, 989, 991, 993, 995, 997, 999

LONDON BOROUGH: BARNET

TITLE NUMBER: MW427275

PROPERTY: 18 PEYTON HOUSE LINK ROAD LONDON NW4 4AP

PARTICULARS

"the Lease Date": 19th June 2004

"the Corporation": THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF BARNET acting by the Council of the said Borough of Town Hall, Hendon London NW4 4BX

"the Lessee": JANE O'DONOVAN

"the Block": the building of which the flat forms part known as and containing 13 flats numbered 1 to 13 (inclusive) Peyton House aforesaid

The Floor:

The flat numbered 4A being on the second and third floors of the Block as shown listed in plan "B" annexed hereto TOGETHER WITH the storehouse shown listed here on plan "B"

The Estimated:

157,500

The Depreciated:

638,600

The Current market Date:

1 April 1988

The Certified Value:

£250,000

The Block Percentage:

5.00%

The Estate Percentage:

0.514%

THIS LEASE is made on the Lease Date BETWEEN the Corporation of the one part and the Lessee of the other part

1. The following expressions have where the context admits the following meanings:-

(a) the expressions set out as underlined in the preceding Particulars shall have the meanings assigned to them in those Particulars

(b) the "Act" means the Housing Act 1988 as amended

(c) "the Estate" means all the area edged with a heavy black line on the plan annexed hereto and marked A (hereinafter called "Plan A")

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

(e) "Service Installations" means systems tanks water and gas supply pipes sewers drains lubes 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

(f) "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

~~(g) 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.

(f) The expressions "Service Installations" "Structure" and all references herein to any part or parts of the building Block or Estate or any rights or privileges hereby granted shall be interpreted to mean such things as are therein defined or referred to as exist or are enjoyed at the date hereof or as varied from time to time hereafter.

(g) "Commencement of the Reference Period" means the date three months after the Corporation's Notice to the Lessee pursuant to the Housing Act 1985 as amended setting out the terms of the grant of the Lease or such other date as may have been notified in the said Notice.

(h) the expression "Service Charge" shall include the annual and non-annual service charge.

(i) the expression "annual service charge" means such part of the service charge as is of a periodically recurring nature (whether recurring by regular or irregular periods) but not including any item included in the non-annual service charge.

(j) the expression "non-annual service charge" shall include any charge not included in the annual service charge and for the avoidance of doubt shall include major works and external decorations.

2. In consideration of the Premium now paid by the Lessee to the Corporation (the receipt whereof is hereby acknowledged) the Corporation hereby demises unto the Lessee with Full Title Guarantee **ALL THAT** the Flat including

(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 and to any person or persons authorised by it at any time the easements rights and privileges specified in the Second Schedule hereto TO HOLD the Flat unto the Lessee for a term of 125 years from the Commencement Date (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 the annual Service Charge 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 Lease Date and shall be for a period from the Lease Date (and not the Commencement Date) to the day preceding the next ensuing payment date

3. 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

(iii) To pay all existing and future rates 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 of such works as may be necessary for abating any nuisance in the Flat in obedience to a notice served by a local authority

(v) to pay interest on any rent or other sum due under this Lease which is not paid within twenty one days of the date on which payment is due whether formally demanded or not from the date on which the rent or other sum is due to the date of payment whether before or after any judgment at the rate of 4% above the base lending rate of the National Westminster Bank or such other bank as the Corporation may from time to time nominate in writing

(vi) From time to time and at all times during the said term to well and substantially maintain and keep clean and in good and tenable 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 exclusively serving the Flat 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

(vii) 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

(viii) 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

(ix) 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 baths 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

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

(xi) Where the Flat as previously defined includes a garden to maintain the same(s) in good order (if any) on the said Plot "B" within the boundaries of the

garden(s) in good repair renewing the same as required and to keep the garden(s) in good order and condition and properly tended and cultivated

(xi) 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

(xii) Not without the Corporation's written consent to stir 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)

(xiv) 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

(xv) 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 ~~instances~~ ~~of~~ ~~a~~ ~~certified~~ ~~copy~~ ~~of~~ ~~every~~ such transfer assignment mortgage charge underlease or devolution and pay to the Corporation a fee of Twenty Pounds (£25.00) for the registration of each notice or such other reasonable fee as may from time to time be determined by the Corporation

(xvi) To permit the Corporation with or without workmen and all other persons authorized 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 authorized 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

(xvii) To permit the Corporation its duly authorized 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 altering improving or extending any part of the Block and for the purpose of making repairing maintaining rebuilding improving altering extending cleansing lighting and keeping in good order and condition of 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 improving altering or extending testing disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes including the exercise of the Corporation's right under Clause 9(5) hereof 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

(viii) Not to do or permit anything to be done in or upon the Flat Block or Estate which may be or become a danger or nuisance or annoyance or cause damage or inconvenience to the Corporation or to any adjoining owners or occupiers not to do nor permit to be done anything which may constitute harassment on the grounds of colour race ethnic or national origin nationality or religious belief

(ix) 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 arrears

(x) 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

3 thereupon notwithstanding that forfeiture may be avoided otherwise than by
4 relief granted by the Court

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

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

13 (xxiii) In the event of the Corporation contemplating selling or granting a lease
14 of the reversion expectant hereon to permit on reasonable notice being given
15 any prospective purchaser or lessee or their agents to enter upon the Flat for
16 the purpose of viewing the same

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

23 (xxv) At the expiration or sooner determination of the said term to peacefully
24 surrender and yield up to the Corporation the Flat together with all additions
25 and improvements made thereto and all fixtures and fittings of every kind
26 (except tenant's fixtures and fittings) in or upon the Flat or which during the said
27 term may be affixed or fastened to or upon the same so painted repaired

licenses maintained extended and kept as aforesaid

(xxvi) 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

(xxvii) 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

(xxviii) 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

(xxix) 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

(xxx) 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

(xxx) 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

4. (1) The Lessee hereby acknowledges that in paying the Premium he has received the benefit of 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 10% % 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 the clause "disposal" means a relevant disposal within the meaning given to that phrase by Sections 158 160 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 158(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

5. 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 ~~or permit or 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)

ii. 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 6(3)(a)(i)(ii) and (v) 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 B(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 Charge 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 reinsulate 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 on 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 witness and telegraph 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 leasees of the other flats in the Block or on the Estate the amenity area and each of the boundary walls and fences of the Estate as remain the responsibility of the Corporation.

(c) 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

7. ~~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~~

8. **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.

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

(1) If the rent or Service Charge 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 and except insofar as any such liability may be covered by insurance effected by the Corporation 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 rights or privileges herein mentioned by reason of any extension alteration or improvement of or the necessary repair or maintenance of any parts of the Block or Estate or installations or apparatus therein or other works thereto which may appear to the Corporation to be necessary or desirable (provided the same are carried out with proper skill and care) 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

(c) any loss or interference or annoyance suffered by the Lessee in consequence of or during the carrying out by the Corporation of repairs decorations additions alterations improvements or other works which may appear to the Corporation to be necessary or desirable to the Block or the Estate or any part thereof provided the same are carried out with proper skill

and care

(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 the Block or any other part of the Estate or 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 desire 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) Nothing in this Lease shall impose any obligations on the Corporation to provide or install any system or service not in existence at the date hereof or to alter or improve the Block or Estate or any part thereof or any system or service in existence at the date hereof but the Corporation may in its absolute discretion provide install alter or improve any such system or service of the Block or Estate or any part thereof for the benefit of the Lessee and other occupiers of the Block or other occupier on the Estate

(6) 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

(7) For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Corporation's rights powers duties and obligations in the

exercise of its functions as a Local Authority and nothing herein contained shall be deemed to be a consent or approval of the Corporation in any other capacity than as landlord of the demised premises. Any consents or permissions on the part of the Corporation herein provided for shall be deemed to have been given by the Council only in its capacity as Landlord.

10. IT IS HEREBY CERTIFIED that there is no Agreement for Lease to which this Lease gives effect.

11. IT IS HEREBY FURTHER 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 The Certified Value.

IN WITNESS whereof the Corporation has caused its Common Seal to be hereunto affixed and the Lessee has set his hand to this deed 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 from time to time 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 use for the purpose only of access to and egress from the Flat all such parts of the Block as afford access thereto or egress therefrom (including all or any lifts) (ii) to pass and re-pass on foot only over and along the Estate footpaths and also with or without vehicles over and along the Estate roads if any (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.

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 or any part of the Estate (iv) to use the amenity area (as hereinbefore defined) and any other communal facility appurtenant to the Block

2. 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 subject to the rights reserved by the Second Schedule hereto

3. The right to adjacent and lateral support and to shelter and protection for the Flat from the remainder of the Block not hereby demised

4. The right subject to the rights reserved by the Second Schedule hereto for the Lessee to connect any wireless or television set in the Flat with any aeriads 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 aeriads

5. 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 fulfil the obligations of the Lessee under the covenants herein contained the Lessee making good all damage thereby caused

6. The right (where such communal amenities are in operation in the Block at the date hereby 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

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warm 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 9(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.)

7. The benefits of the covenants and restrictions contained in leases of other
flats in the Block and on the Estate so far as they are intended to benefit the Flat or
the Lessee and are capable of doing so

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 to rebuild or use any
building adjoining or adjacent to the Block or to extend or alter the building or Block
of which the Flat forms part or to erect new buildings on the Estate or on any
property adjoining or adjacent thereto to such height, extent or otherwise as
the Corporation may think fit and so that the access of light and air to the Flat shall
and uninterrupted 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 with 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 radio and other transmitting and receiving aerials (whether for the use of the residents of the Estate or otherwise) electric entry systems or similar apparatus including self locking doors to the main entrances and passages of the Block

5. The right to agree with any adjoining or adjacent occupier or any other party variations in the boundaries of the Estate (but not of the demised premises) and to make variations to any rights herein granted of way or access over the Block the Estate or over any adjoining property and in any amenity areas or any other communal facilities or Service Installations in or on the Block or the Estate

6. The right to rebuild or alter the Estate or any part thereof (which expression shall include the Block other than the demised premises) notwithstanding any interference or damage caused thereby with or to the demised premises or the Lessee's enjoyment of the same or the access to or enjoyment of light or air to or in respect of the demised premises

7. The right at all reasonable times with or without workmen and others as often as need or occasion shall require to have access to and enter the demised premises and remain therein for such reasonable time as is necessary for the purpose of executing repairs renewals alterations and improvements to any part of the Block or the Estate or to any ventilators sewers drains pipes wires cables and conduits and other services Service Installations and conducting media serving any part of the

enjoyment Block or the Estate which cannot otherwise be executed and of complying with their alteration obligations either hereunder or under any covenants relating to any other flat and of exercising the Corporation's rights under Clause 5(5) hereof the person exercising such rights making good forthwith any damage caused by such entry such right not to be so exercised unless reasonable notice has previously been given to the Lessee except in case of emergency

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 (and so as to include expenditure incurred after commencement of the Reference Period and before the grant of this Lease) in carrying out or in pursuance or furtherance of or in intended pursuance or furtherance of the obligations or rights of the Corporation under this Lease 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 fixtures and other things thereto belonging and more particularly mentioned in Clause 5(5) 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 or 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 B(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 hereunder 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 cost of exercising the Council's right under Clause 5(3) hereof to carry out any improvements or alterations to the Block or any part thereof or to install new or to improve or alter existing systems or services.

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 (and so as to include expenditure incurred after commencement of the Reference Period and before the grant of this Lease) in carrying out or in pursuance or furtherance of or in intended pursuance or furtherance of the obligations or rights of the Corporation under this Lease 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 clearing all ways roads pavements sewers drains pipes watercourses party walls party structures party fences walls or other enclosures 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)

f. 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 architects' and surveyors' fees

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

7. The costs of exercising the Council's right under Clause 9(5) hereof to carry out any improvements or alterations to the Estate or any part thereof or to install new or to improve or alter existing systems or services

8. 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 6(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) the Block Percentage of the actual or estimated costs and expenses incurred or 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) the Estate Percentage of the actual or estimated costs and expenses incurred or 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 annual service charge 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 reasonable expenses outgoings and other expenditure hereinbefore described whether or not being the annual or non-annual service charge and whenever

incurred or made and whether prior to the Commencement Date or otherwise including an estimated 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) The non-annual service charge shall be payable on demand

(ii) That the estimated amount of the annual service charge 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

(iii) 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 (if any) provided for the same or in refuse containers which shall be kept at all times in the state or space provided herefor and nowhere else

3. To keep the Flat including all its windows thereof in a clean and tidy condition and not to cause or permit any uncleanliness in any common parts of the Block or Estate

4. Not to keep within the Flat nor in the Block nor in 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 occupants 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

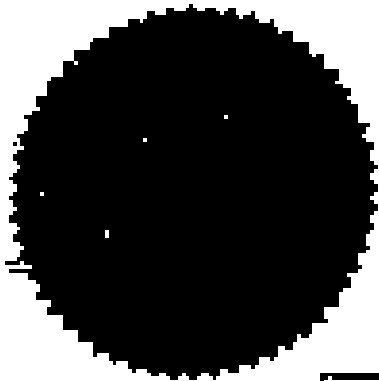
8. Not to allow or permit window boxes or plants to be placed on any window sills or balconies without the prior written approval of the Corporation

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. To comply with and be bound by any special regulations made by the Corporation relating to the use of any baggage or cycle racks or any garage or parking lot which shall be published by notice affixed therein or handed to the Lessee by its agent anything left thereafter shall be at the Lessee's entire risk. Any such use 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 requisite for the safety care or cleanliness of the Stock 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.



(THE COMMON SEAL OF THE MAYOR
(AND BURGESSES OF THE LONDON
BOROUGH OF BARNET) was hereunto
affixed in the presence of:-

MAYOR

John W. P. P. P.



[Signature]
Borough Solicitor & Assistant Chief
Executive

| | | |
|-----------------------|----------------|----------|
| Authority for Signing | GROUPS DEPT | |
| Minister's Consent | 27/04/1995 | |
| Project Approval | 3/1/94 | OFFICERS |
| Other Approvals | | NOTED |
| ES No. | D003-5314-0001 | |

DATED 14TH June 2004

ROUING ACT 1995
(as amended)

THE MAYOR AND SURGESSES OF
THE LONDON BOROUGH OF BARNET

- and -

JANE O'DONOVAN

LEASE

of

Flat No. 16 Peyton House Link Road
London N11 2AP in the London Borough of
Barnet

From 01/04/1995
Term of years: 25

Expiring 31/03/13

Rent £10 p.w. plus Service Charges

J E JUSTIGLI A (Hons.)
Deputy Mayor & Assistant Chief Executive
London Borough of Barnet
Town Hall
The Barnet
Hendon NW4 4BB

Ref: D003 5314 0001 17.00.58



NOTES:

Nick Walkley
 Borough Surveying Assistant Chief Executive

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| Revision and Date | Description | Initial |
|-------------------|-------------|---------|
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Nick Walkley,
 Assistant Chief Executive.

London Borough of Barnet,
 North London Business Park,
 Oakleigh Road South,
 New Southgate, London, N11 1NP.
 Tel. 020 8359 2000



LONDON BOROUGH
 GEOGRAPHIC INFORMATION SECTION

SCHEME:
 EAST CRESCENT, N11
 (INCLUDING LINK AND BEACONSFIELD ROAD)

TITLE:
 ESTATE PLAN

Scales: 1 : 1250
Date: 31.1.00

Initiated: Drawn: MIK
Checked: K.E.B.

DRAWING NO.: 1639 / 1

Acad Ref.



Bethune Recreation Ground

