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Title Number AGL288680

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Signed *Walter Jennings & Son*

Dated *16th July 2013*

Walter Jennings & Son

10 Hendon Lane

London

NS 1TR

Solicitors

LR1. Date of lease

*28<sup>th</sup> June 2013*

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NG1220280

LR2.2 Other title numbers

NG1245135

LR3. Parties to the lease

Landlord

THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF BARNET of North London Business Park, Oakleigh Road South, London, N11 1NP

Tenant

SUSAN PATR CIA OSBORN of 66 Oakwood Road, Hampstead Garden Suburb, London NW11 6RN and SANJAY KAPRI of 35 Addison Way, Hampstead Garden Suburb, London NW11 6AL

Other parties

LR4. Property



In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The First floor flat Garden Ground and Bloomsom known as 35 Addison Way described in and demised by the lease referred to in clause 1.2 of the lease

LR5. Prescribed statements etc

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 198 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2002

None

LR5.2 This lease is made under, or by reference to, provisions of

~~Leasehold Reform Act 1967~~

Housing Act 1955

Housing Act 1958

Housing Act 1966

LR6. Term for which the Property is leased

~~lease and including~~

	<p><del>OR</del></p> <p>The term as specified in the deed of <del>conveyance</del></p> <p><del>OR</del></p> <p>The term is as follows: 145 years from and including 25 March 2015</p>
<p>LR7. Premium</p>	<p>Seventeen Thousand Five Hundred Pounds (£17,500.00)</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p>	<p>This lease does not contain a provision that prohibits or restricts dispositions</p> <p><del>OR</del></p> <p>This lease contains a provision that prohibits or restricts dispositions:</p>
<p>LR9. Rights of acquisition etc</p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>None</p>

<p>LR11. Easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Schedule 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Schedule 2</p>
<p>LR12. Estate rentcharge burdening the Property</p>	<p>None</p>
<p>LR14. Declaration of Trust where there is more than one person comprising the Tenant</p>	<p><del>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</del></p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p><del>The Tenant is more than one person. They are to hold the Property on trust for themselves as necessary.</del></p>



"A"

LAND REGISTRATION ACTS 1925 to 1971

LONDON BOROUGH:

BARNET

TITLE NUMBER:

NGL 220280

PROPERTY:

35 Addison Way, N.W.11



T H I S U N D E R L E A S E is made the

day of August One thousand nine hundred and eighty-five B E T W E E N 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 SHIRLEY-ANN IANTHE BRYAN of 35 Addison Way NW11 in the said London Borough (hereinafter called "the Lessee") of the other part

W H E R E A S:

- (a) The leasehold interest in the land and premises known as Numbers 29 33 35 and 39 Addison Way 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 and 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 red 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 gardens
- (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

COLOUR



50p  
LCPT

*[Handwritten signature]*

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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 the roof and foundations thereof and the walls therein (except the internal partition walls lying within 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 SEVENTEEN THOUSAND SIX HUNDRED POUNDS (£17,600.00) paid by the Lessee to the Corporation (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 the Corporation hereby demises unto the Lessee ALL THAT flat numbered 35 (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 the external store shown tinted



also and the garden shown lined green in the said plan marked "B" AND TOGETHER WITH and as that the Flat shall include

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

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

(c) the external partition walls in 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 device but not including:

(i) any part or parts of the Block (other than any services expressly included in this device) 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 EVERYTHING AND RESERVE unto the Corporation and Superior Leasors the easements rights and privileges specified in the Second Schedule hereto TO HOLD the Flat unto the Lessee for the term of 99 years commencing from the Twenty-fifth day of March One thousand nine hundred and sixty-nine (determinable



hereinafter provided) RENTS AND TAXES therefor during the said term the yearly rent of (a) Thirty Pounds (\$30.00) from the date hereof up to the Twenty-fifth day of March Two thousand and two rising to (b) Thirty Pounds (\$30.00) up to the Twenty-fifth day of March Two thousand and thirty-five and (c) Sixty Pounds (\$60.00) for the remainder of the said term and Service Charges hereinafter mentioned to be paid by equal quarterly payments in advance on the usual quarter days in every year the first of such payments or a proportionate part thereof to be made on the execution hereof

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

(i) To pay the yearly rent and Service Charges hereby reserved and payable at the times and in manner aforesaid without any deduction whatsoever the amount of the annual Service Charges payable to be notified in writing by the Corporation to the Lessee before 1st April in each year save that the first payment thereof shall be on the basis of an estimate made by the Corporation prior to the execution hereof

(ii) To pay to the Corporation without any deduction a proportionate part of the reasonable expenses and outgoings incurred by the Corporation in the repair maintenance renewal and insurance of the building and the other heads of expenditure as set out in Section A of the Third Schedule hereto and the full extent of the expenditure set out in Section B of the Third Schedule hereto (hereinafter together called "the Service Charges") being subject to the terms and provisions set out in the Fourth Schedule hereto Provided

that the Lessee shall not be required to contribute to the repair of any structural defect in the building unless

(a) the defect was prior to the granting of this Lease notified in writing of its existence or

(b) the Corporation first became aware of the said defect after more than "ten years from the date hereof"

(Lii) 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 imposed or charged on the Flat or the Corporation or the Lessee or occupier in respect thereof

(Liii) To pay to the Corporation a maintenance contribution of two pounds a year on the Thirtieth day of December in each year to be paid to the Superior Lessors in respect of the expense incurred in preserving the Langford Garden Suburb of which the Estate forms part

(Liiii) 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

(Lv) Once in every third year of the said term and also during the last year thereof to paint at a time and in a colour to be appointed by the Surveyor or agents for the time being of the Corporation all the outside wood and iron work of the Flat and all additions thereto with two coats of good quality paint and in a proper and workmanlike manner

(Lvi) From time to time and at a time during the said term to well and substantially maintain and keep clear and

in good and repairable repair and condition the Flat and the Corporation's fixtures and fittings therein and in particular an obligation required to thoroughly clean the interior surfaces of all windows and all vision panes 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 earlier determination of the said term and to maintain properly trimmed the hedges forming the boundaries of the garden included in the demise (viii) Once in every seventh year of the said term and also in the last year of the said term (however the same is determined) paint with two coats of good quality paint and redecorate in a good and workmanlike manner all parts of the exterior 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, paper or refuse or any corrosive substance to be thrown into the sinks, bath, lavatories, closets 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) 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

the Corporation indemnified against all claims demands and liability arising thereon

(xii) Not without the Corporation's written consent to alter the intended planning or the height elevation or appearance of the Flat nor at any time make any alterations or additions thereto nor set back 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 therein nor change the user pattern (within the meaning of any legislation for the time being in force relating to town and country planning) nor alter any of the fences bounding the Flat and/or garden included in the demise nor construct any gateway or opening thereto

(xiii) Upon any assignment hereof or subsisting or under writing 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

(xiv) 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

(xv) In default the Corporation (and Superior Landlords) with or without written and all other persons authorized by it or their or reasonable lines and upon reasonable notice (except

(in emergency) to enter upon and view and examine the state of repair and condition of the Flat and during the last seven years of the term hereby granted take possession of inventories of all landlord's fixtures and fittings and other things to be yielded up at the expiration of the said term and also to repair and cause good all defects and wants of reparation which shall be discovered on any such examination and of which notice in writing shall be given by the Corporation to the Lessee within three calendar months after the giving of such notice and if the Lessee shall at any time default in the performance of any of the covenants hereinafore contained for or relating to the repair of the Flat it shall be lawful for the Corporation (but without prejudice to the right of re-entry hereinafter contained) to enter the Flat and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the expenses of such repairs shall be repaid by the Lessee to the Corporation on demand.

(xvii) To permit the Corporation and Superior Owners and their respective 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 any part of the Block and for the purpose of making repairs, maintaining, rebuilding, alterations 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 for the Block (without prejudice however to the obligations of the Lessee hereunder with regard thereto) making good to the Lessee or occupiers any damage thereby occasioned 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 doing no little damage as may be to the Flat and restoring the surface of the soil and everything erected thereon without any unreasonable delay but without making any compensation for temporary damage or inconvenience and so that no new sewer watercourse gutter drain water pipe electric wire or gas pipe shall pass under or through the Flat

(xvii) 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

(xviii) 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

(xx) To pay all reasonable costs and expenses of the Corporation and/or Superior Lessee (including legal costs and surveyors' fees) incurred in granting any consent under this lease

(xxi) 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 fulfillment of their respective obligations under any covenants relating to any other flat

(xxii) 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

(xxiii) To permit the Corporation or its agents or surveyors at any time during the last six months of the term hereby granted whenever 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

(xxiv) 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 as painted measured coloured maintained amended and kept as aforesaid

(xxiv) Permitted after the service upon the Lessee of any notice affecting the Flat issued 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

(xxv) 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 nevertheless to indemnify the Corporation of any loss or thing coming to the knowledge of the Lessee which might result in the acquisition of any right or easement as aforesaid and at the request and cost of the Corporation to do all acts and things which may be reasonably required or deemed proper to prevent the acquisition of any such right or easement

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

(xxvii) To make good all damage caused through the act or

default of the Lessee or of any servant or agent or either of them (a) to any part of the Floor or to the appointments or the fixtures and fittings thereof or to the Balance and (b) to any state tenant or lessee at the Block or Balance and that Lessee and in such case to keep the Corporation indemnified from all claims expenses and demands in respect thereof.

(xxviii) To observe and perform any covenants restrictions and stipulations referred to in the Corporation's title as 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 charges costs and expenses in any way relating thereto.

3. (1) The Lessee hereby acknowledges that the consideration for this lease has been arrived at after allowing the Lessee a discount of 29,900.00 (hereinafter called "the discount")

(2) The Lessee hereby covenants with the Corporation to pay to the Corporation or 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 five years after the date of the disposal hereby effected EXCEPT 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 20% 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 104B of the Housing Act 1957 (inserted by Section 93 of the Housing Act 1960) apply to the foregoing covenant and accordingly

(a) For the purposes of this clause "disposal" means a disposal falling within the said Section 104B

(b) the liability that may arise under the said covenant shall be a charge on the Flat in accordance with the provisions of that section

(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 five year period therein mentioned unless the Corporation has been given written notice of the date fixed for the completion thereof

1. THE LESSEE HEREBY COVENANTS with the Corporation and as a separate covenant with the covenants tenants or occupants 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

2. PHR Corporation TRUST CORPORATION with the Lessee as  
to cover-

(1)(a) To insure and keep insured the items and things referred to in Sub-Clause 5(3)(a)(i) hereof the common parts of the Block 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 as 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 good same for rehabilitation and use to pay out all moneys received in respect of such insurance or such cover (other than for loss of rent and architect's 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 to their full reinstatement value against loss or damage by the perils normally covered under a Tenueholders (or things) 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 moneys received in respect of such insurance (other than for loss of rent and architect's and surveyor's fees) in rebuilding and reinstating the same as soon as reasonably practicable

(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 or 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 or replace anew and replace all worn or damaged parts)

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

the Flat.

- (14) The paths and roads (save any public highways) or the Benefits enjoyed or used by the Lessee in common with the Lessees or Lessees of the other Flats in the Block or in the Estate area and such of the boundary walls and fences of the Estate as are not included in this demise or in the demise of any other part of the Estate.

PROVIDE that the Corporation shall not be liable to the Lessee for any defect or want of repair heretofore mentioned unless the Corporation has had notice thereof.

9. THE Corporation HEREBY FORMERLY GOVERNED with the Lessee that:-

(1) 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.

(2) The Lessee duly paying the rents hereby reserved and performing and observing all and every the covenants conditions restrictions 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 the 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 UNDERTAKEN 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 date 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 in her 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 her whole and therefore, this demise shall absolutely determine but without prejudice to any right or 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 hereinafore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water or of war or other cause beyond the Corporation's control or by reason of technical or other defect or breakdown or frost or other inclement conditions or unavailability of materials or labour or labour disputes or (b) any act omission or negligence of any 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 these leases 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 disturbances 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 her at the Flat

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value or the consideration other than rent exceeds £30,000.

I F A I T F A S whereof the Corporation has caused its Common Seal to be hereunto affixed and the Lessor has set her hand and seal the day and year first above written

THE FIRST SCHEDULE above referred to

(Essential rights and privileges granted to the Lessee)

1. The right and liberty for the Lessee and all persons authorised by her (in concert with all other persons entitled to like rights) to the use of the pathway giving access to the Flat above and shown included in the outline and plan attached above on the plan marked "D" annexed hereto

2. The free and uninterrupted passage and running of gas, electricity, water and mail pipes 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

3. The right to support and lateral support and so far as the Corporation can grant the same to shelter and protection for the Flat from the remainder of the Block not hereby demised

4. The right at all reasonable times upon prior notice to enter upon the land appertaining to the lower Flat No. 33 for the purpose of cleaning and decorating the external parts of the Flat the Lessee making good all damage occasioned thereby

THE SECOND SCHEDULE above referred to

- (Rights and privileges excepted and reserved to the Corporation (the Superior Lessee) from the Lessee)
1. The free and uninterrupted right of passage and running of gas, electricity, water and soil from and to the premises of the Block or of the Estate or any part thereof or other buildings and land adjoining or near thereto in through and along the Service Installations which now are or may at any time during the term hereby granted be laid on or upon the Flat or any part thereof
  2. The right for the Corporation and any person or persons authorized by it at any time or times hereafter to rebuild or alter any of the adjoining or neighbouring buildings according to such plans and in such manner as shall be approved by the Superior Lessee's Surveyor notwithstanding any interference thereby occasioned to the access of light or air to the Flat
  3. The right to adjacent and lateral supports shelter and protection for the Flat for the other parts of the Block not hereby leased as is now enjoyed from the Flat
  4. The right for the Corporation and the Superior Lessee or any persons authorized by them respectively to enter upon the Flat or any part thereof at all reasonable times for any of the purposes mentioned (making good to the Lessee or occupants of the Flat all damage thereby occasioned) and subject to the provisions contained in the covenant on the part of the Lessee to permit such entry hereinafore contained

THE THIRD SCHEDULE above referred to

SECTION 2

TO THE SAY A PROVISIONAL PART BY WAY OF ALIQUOT SHARES

Part 1.

AS TO THE BLOCK IN WHICH THE FLOT 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 other maintenance including  
cleaning 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 and renewing  
including repainting the Block and such parts thereof as are  
now vested in the Corporation and all the appurtenances and  
other things thereto belonging and more particularly  
specified in Clause 5(3) hereof
2. The cost of insuring and keeping insured throughout the  
term hereby created items and things referred to in Clause  
5(3)(a) hereof and the cost of making good structural  
defects falling within paragraph 17 of Schedule 2 of the Act  
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
3. All charges assessments and other outgoings (if any)  
payable by the Corporation in respect of such parts of the  
Block as are now vested in the Corporation (other than

income tax)

4. The costs incurred by the Corporation in the management of the Block

5. The cost of taking all steps deemed desirable or expedient by the Corporation for complying with making representations against or otherwise contesting the inclusion of the provisions of any legislation or orders or statutory requirements whatsoever concerning town planning public health highways streets drainage or other matters relating or a legal to relate to the Block for which the Lessee is or, directly liable hereunder

6. 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 cleaning 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 cleaning all staircases and passages doors drain pipes watercourse party walls party structures party fence walls or other amenities which may belong to or be used for the block in common with other premises on the Estate

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

3. 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 all the appurtenances apparatus and other things thereunto belonging against third party claims 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 architect's and surveyors' fees

4. The estate incurred by the Corporation in the management of the Estate

5. The Water Rate

#### SECTION 4

THE CORPORATION'S EXPENSES AND OBLIGATIONS OF WHICH THE LESSEE IS TO PAY THE ANNUAL ACCOUNT 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)(a) hereof

#### SEE FORMS SCHEDULE

#### TERMS AND PROVISIONS RELATIVE 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) 12.5 per centum of the estimated costs and expenses to be incurred by the Corporation under Part 1 of Section A of the Third Schedule

(ii) 4.5% per centum of the estimated costs and expenses to be incurred by the Corporation under Part 2 of Section A of the Third Schedule for each financial year of the Corporation ending on 31st March 2016

(iii) the full amount of the estimated costs and expenses to

as incurred by the Corporation under Section F of the Third Schedule

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

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

(i) That in regard to the commencement of the term hereby granted the Service Charges shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ending 31st March and not in respect of the period from the date of commencement of the said term to such ending 31st March

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



Determination of the said year

THE STATE 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 nor to use or permit the same to be used for the sale of excisable liquors by wholesale or retail for consumption on or off the premises or as a club where such excisable liquors are sold consumed or distributed
2. 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 Estate
3. Not to keep within the Flat nor on any part of the Estate any inflammable material other than such as may be reasonably required for domestic use
4. 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
5. To use all communal areas and services in a reasonable manner and to ensure that the Lessee's visitors guests and other occupants of the Flat do likewise
6. To comply with all or any regulations which the Corporation from time to time may make in respect of the Block or the Estate
7. 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
8. To advise the Corporation as soon as possible of any

reference to the Plot or to the Block or to the License for the repair of which the Corporation is responsible

3. 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 and 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 tenant to any unusual or unreasonable burden

COPIES SEALED AND DELIVERED  
by the said SHIRAZI-SEE HANDED  
DEALER in the presence of:-

*[Signature]*

*Anthony Steel*  
*320 Killmore High Road*  
*London N16 6*  
*Sublet*

DATE 12<sup>th</sup> August 1982

THE MAYOR AND BURGESS OF  
THE BOROUGH OF BARRET

and

MRS. S-A. I. BRYAN

Counterpart:

J Y D E R 1 1 8 4 6 3

of

Piece of ground and First Floor  
flat known as No. 33 Addison Way  
Lansdown Garden School Hill in the  
Lancaster Borough of Barret

Term Commences	
as from	29.12.1981
For years	00
Expires	<u>29.12.2000</u>

Rent: £50 p.a. rising plus Service  
Charge

REG. S-A. 172, 11.10.1981

*12/12/81* *12/12/81*

*12/12/81*

- 245
- 1.5 'the Premium' means the consideration of Seventeen Thousand Five Hundred pounds (£17,500.00) paid by the Tenants to the Corporation
- 1.6 'the Property' means the first floor flat, garden ground and store room numbered 35 Addison Way, Hamstead Garden Suburb London NW11 6AL as described in and demised by the Lease.
- 1.7 'the Term' means the term of years granted by the Lease
- 1.8 words importing one gender include all other genders words importing the singular include the plural and vice versa, and any reference to a person includes a reference to a company authority board, department or other body.
- 1.9 reference to a clause without further designation is to be construed as a reference to the clause of this deed so numbered' and
- 1.10 the clause headings do not form part of this deed and are not to be taken into account for the purposes of its construction or interpretation.
- 1.11 The expression 'the Corporation' and 'the Tenants' shall include the persons serving title under the Corporation and the Tenants respectively

## 2. RECITALS

- 2.1 By the Lease the Property was demised to the Original Lessee for the term at the term reserved by and subject to the performance and observance on the part of the tenant and the conditions therein reserved and contained in the Lease
- 2.2 The Property is now vested in the Tenants for the residue of the Term granted by the Lease
- 2.3 It has been agreed between the parties to this deed that the Term shall be surrendered and the New Term granted to the Tenants in substitution for it.

## 3. RELEASE AND SURRENDER

In consideration of the Premium and the demise contained below, the Tenants surrender and yield up to the Corporation the residue of the Term granted by the Lease and all or any other estate interest or rights of the Tenants in the Property to the intent that the Term shall forthwith merge in the next leasehold of the Property, and the Corporation accepts the surrender.

#### **4 FIXTURES**

The Corporation agrees that the Tenants' fixtures in or upon the Property shall not vest in the Corporation on the execution of the deed, and that the Tenants shall have the same rights in them after execution of this deed as if they had been annexed to the Property after execution of this deed.

#### **5 DEMISE**

The Corporation demises the Property to the Tenants with full title guarantee together with the property rights and other matters and subject to the exceptions and reservations mentioned in the Lease to hold to the Tenants for the New Term at the New Rent.

#### **6 COVENANT TO PAY RENT**

The Tenants jointly and severally covenant with the Corporation to pay the rent reserved by this deed.

#### **7 INCORPORATION OF COVENANTS**

This lease is made upon the same terms and subject to the same covenants, conditions and provisions in all respects as those contained in the Lease and shall be read and construed as if those covenants, conditions and provisions were set forth verbatim in this deed with such modifications only as are necessary to make them applicable to this lease instead of the Lease.

#### **8 MODIFICATIONS TO THE LEASE**

No Long Lease to confer rights under Chapter II of Part I of the Act etc

- 8.1 No Long Lease created immediately or derivatively by way of sub-demise under the tenancy hereby granted shall confer on the sub-tenant as against the Corporation any right under Chapter II of Part I of the Act to acquire an extended lease

Reservation of development rights

- 8.2 There is reserved to the Corporation:

8.2.1 at any time during the period of twelve months ending with the

expiry of the Term; and

8.2.2 at any time during the period of five years ending with the expiry of the New Term the right to apply to the court for an order that the Corporation may resume possession of the Property in accordance with s 81 of the Act for the purposes of demolishing or reconstructing or carrying out of substantial works of construction on the whole or a substantial part of the building of which the Property forms part and which the Corporation could not reasonably do without obtaining possession of the Property

**The effect of the tenancy created by this Lease**

8.3 The tenancy created by this lease is to take effect in substitution for the tenancy of the Property created by the Lease

## **9 MUTUAL COVENANTS**

The Corporation and the Tenants covenant each with the other to observe and perform the obligations imposed on them by the Lease and made applicable to this lease by clause B above.

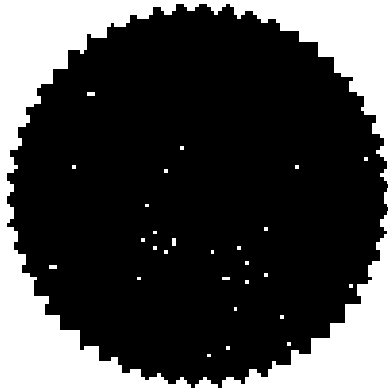
## **10 REGISTRATION**

The parties hereto apply to the Chief Land Registrar for substantive registration of this lease and for closure of title NGL545708 and that a note of this Deed be made on the title of the Corporation

## **11 STATUTORY POWER**

This Lease is granted pursuant to paragraph A4 (b) of The General Consent for the Disposal of Land held for the purposes of Part II of the Housing Act 1985 - 2013

IN WITNESS whereof the parties have executed this document as a deed the day and year first before written.



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

*[Handwritten signature]*

Assurance Director

*[Handwritten signature]*

Head of Governance

*[Handwritten signature]*

(SIGNED by the said  
(SUSAN PATRICIA OSBORN  
(in the presence of-

*[Handwritten signature]*

Witness Signature

*[Handwritten name]*  
Witness Name (Printed)

*[Handwritten name]*  
Witness Occupant

*[Handwritten address]*

*[Handwritten address]*  
Witness Address



SIGNED by the said )  
SANJAY KAPIL )  
in the presence of: )



  
\_\_\_\_\_  
Witness Signature

Suzette Newman  
Witness Name (Printed)

Solicitor  
Witness Occupation

10 HERONS LANE

LONDON N3 1R  
Witness Address:



Date: 28<sup>th</sup> June, 2013

THE MAYOR AND BURGESSSES OF  
THE LONDON BOROUGH OF BARNET

- and -

SUSAN PATRICIA OSBORN

and

SANJAY KAPIL

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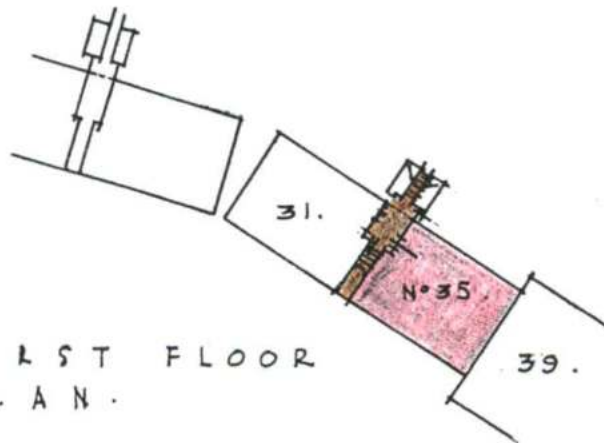
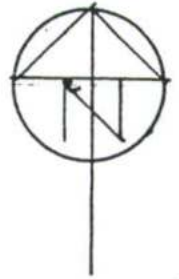
DEED OF SURRENDER AND LEASE

OF  
Flat 35 Addison Way Hampstead Garden  
Suburb London NW11 3AJ

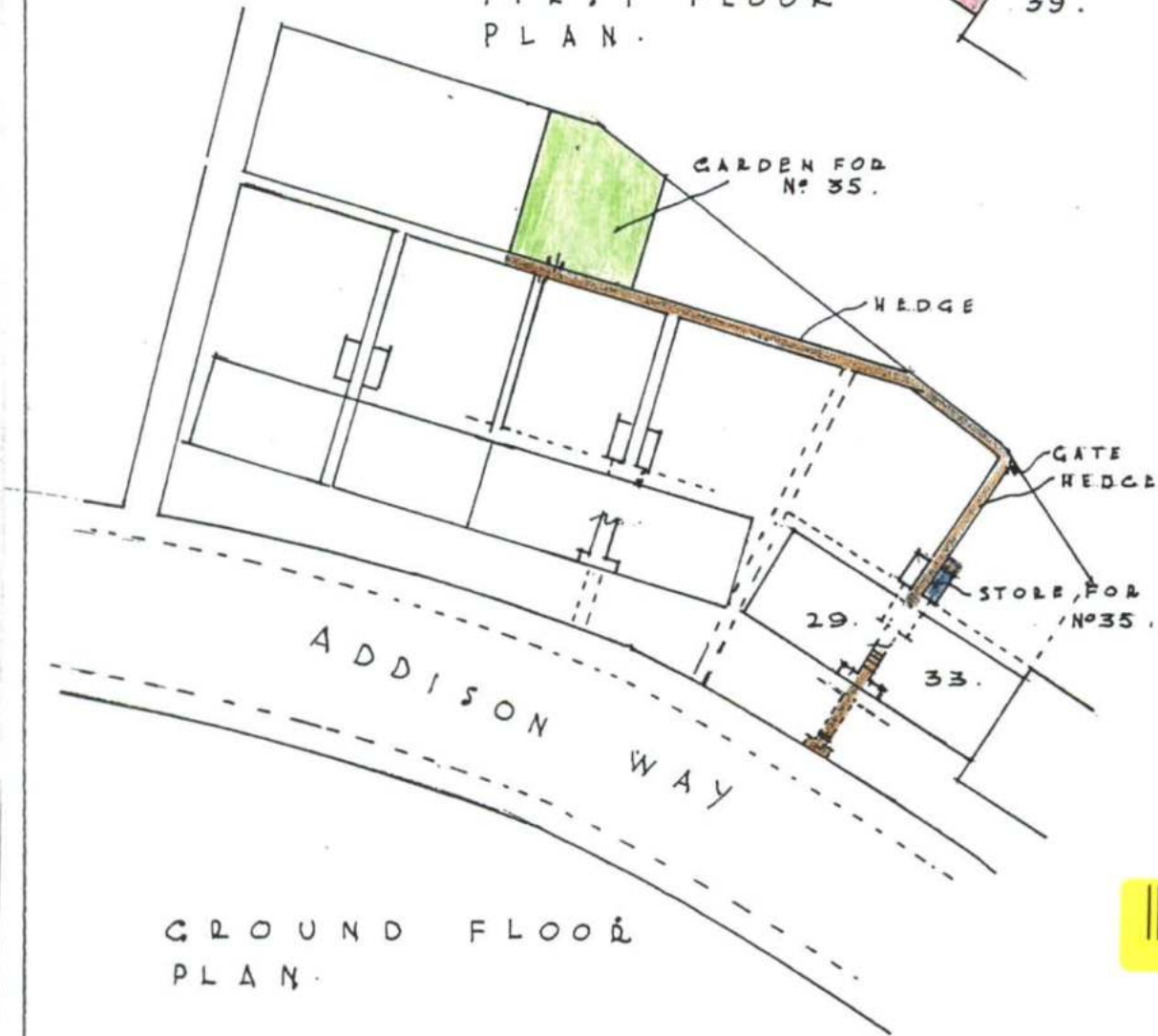
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File Ref: RG005-3285/SWS

PLAN B



FIRST FLOOR PLAN.



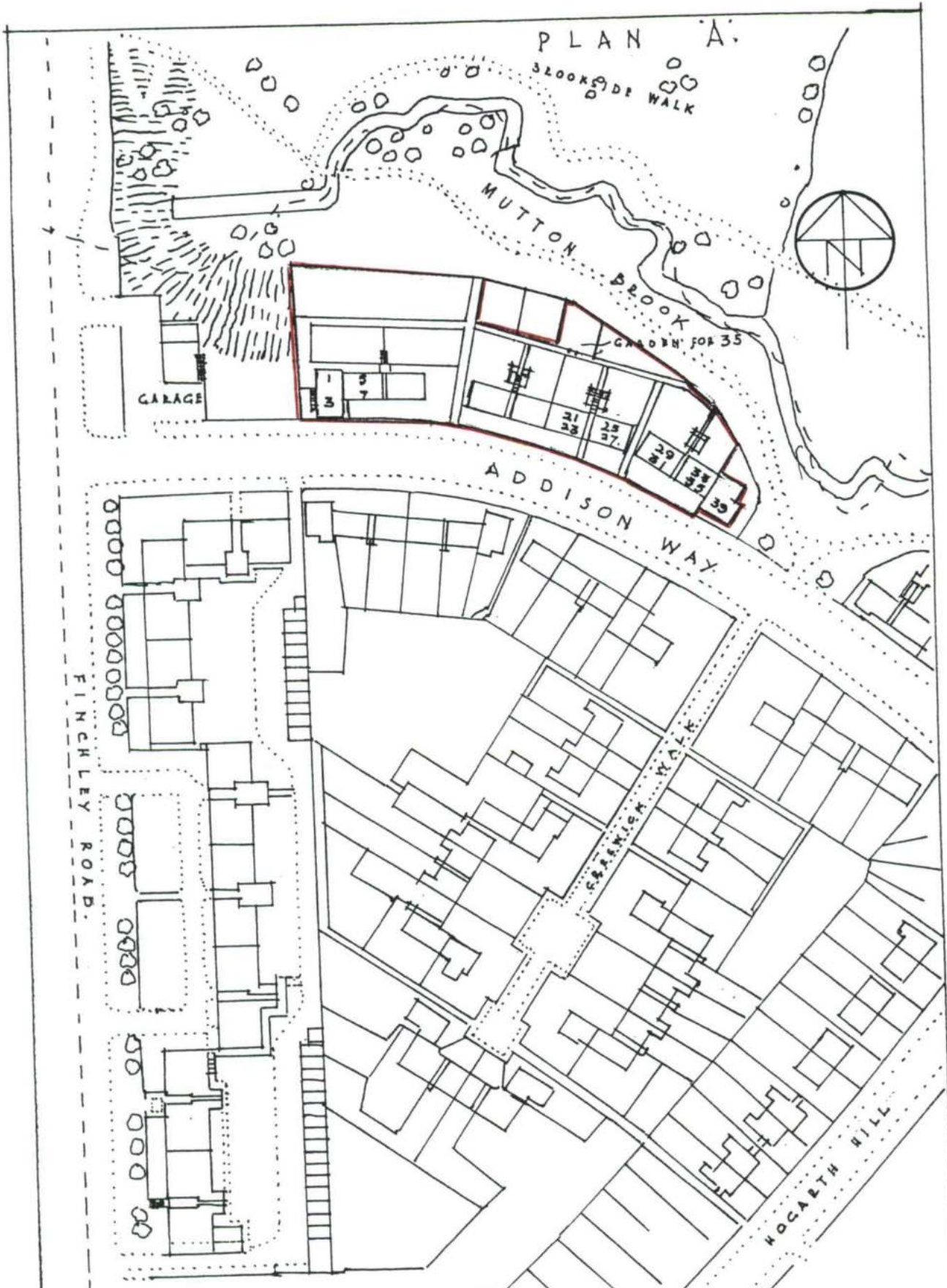
GROUND FLOOR PLAN.



Nº 35 ADDISON WAY  
N. W. II.

ERNEST OWERS & WILLIAMS  
106 WEST END LANE, N.W.6, 212

SCALE 1:500.  
DATE. OCTOBER 1984.



1-39 ADDISON WAY  
 TEMPLE FORTUNE N.W.11.  
 (EXCLUDING 31 AND 37 ADDISON  
 WAY AND BASEMENT STORES  
 TO NOS 1-11 ADDISON WAY)

FENNET OWERS & WILLIAMS  
 106 WEST END LANE N.W.2

SCALE 1:1250  
 DATE. OCT. 1984.