

H M LAND REGISTRY
LAND REGISTRATION ACTS 2002
HOUSING ACT 1985
("B" CASE LEASE III)

LONDON BOROUGH: Lewisham

TITLE NO:

PROPERTY:

PARTICULARS

1. "Lease Date" means:-
2. "Lessee" shall mean:

(who reside at the Demised Premises)
3. "Demised Premises" means the premises more particularly described in the Second Schedule hereto and known as:
4. Date of expiry of term:
5. The amount of the consideration:- £
6. "Discount" means:- £
7. "Discount Repayment Date" means five years from the date hereof
8. "Notified Improvements" means:

THIS LEASE is made on the date specified in paragraph 1 of the Particulars BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM of Town Hall Catford London SE6 4RU ("the Lessor") of the one part and THE LESSEE of the other part

WHEREAS

Recitals

1. The Lessors hold the Demised Premises in Fee Simple in Possession subject to all or any restrictions covenants and stipulations contained or referred to in the Lessors' Title to the Demised Premises
2. The Lessors have agreed to grant to the Lessee a Lease of the Demised Premises at the premium and upon the terms herein mentioned and contained and on the terms set out in the Housing Act 1985
3. It is intended that every person becoming a Lessee of a Flat/Maisonette for the time being within the Building shall enter into covenants with the Lessors in similar terms to those entered into by the Lessee hereunder to the intent that the lessee of any such Flat/Maisonette may enforce the observance and performance of the said covenants by the Lessee of any other Flat/Maisonette

NOW THIS DEED WITNESSETH as follows:-

1. **Definitions**

In this Deed save as otherwise provided or unless the context otherwise requires:

- (a) "the Lessors" includes the successors in title of the Lessors or other the person or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
- (b) "the Lessee" includes two or more joint lessees their survivor or survivors and the successors in title of the Lessee and all obligations of joint Lessees shall be joint and several
- (c) words importing only the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and vice versa
- (d) references to any Act of Parliament Order Regulation or Direction shall be deemed to be references to that Act Order Regulation or Direction as from time to time amended extended or re-enacted
- (e) "the Building" means the buildings its land and curtilage of which the Demised Premises form part
- (f) "the Reserved Property" means the property described in the First Schedule hereto
- (g) "the Flats/Maisonettes" means the flats and/or maisonettes comprising the Building including the Demised Premises

- (h) "the Plan" means the plan or plans annexed hereto
- (l) "the Particulars" means the Particulars set out above

2. Notices

Any notice to be given under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left at the Demised Premises addressed to the Lessee or sent by pre-paid post to the Lessee at the Demised Premises and any notice to the Lessors shall be deemed to be sufficiently served if addressed to the Solicitor of the Lessors and delivered to him or sent to him by Recorded Delivery Post at the Town Hall Catford London SE6 4RU or other principal office for the time being of the Lessors and ANY notice sent by post shall be deemed to be served 48 hours following the date of posting

3. Demise

In consideration of the sum referred to in Paragraph 5 of the Particulars now paid by the Lessee to the Lessors (the receipt whereof is hereby acknowledged) and of the rent hereinafter reserved and the covenants on the Lessee's part hereinafter contained the Lessors HEREBY DEMISE unto the Lessee ALL THAT the Demised Premises TOGETHER WITH the rights and easements set out in the Third Schedule hereto EXCEPTING AND RESERVING unto the Lessors and all others for the time being entitled to the same the rights and easements set out in the Fourth Schedule hereto TO HOLD the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Building or the Demised Premises or any part thereof are now or may at any time within 80 years from the date hereof be subject) unto the Lessee for the term of years commencing on the date hereof and expiring on the date set out in Paragraph 4 of the Particulars YIELDING AND PAYING therefor by way of rent during the term hereby granted the yearly sum of TEN POUNDS payable in advance by one payment on the 1st day of April in every year (and proportionately for any period less than a year) the first payment being a proportionate part for the period until the 1st day of April next to be paid on the date hereof

4. Lessee's Covenants

The Lessee HEREBY COVENANTS with the Lessors throughout the term hereby granted to observe and perform the covenants set out and contained in the Fifth Schedule hereto and to comply with and observe such regulations as the Lessors may make from time to time for the benefit of the tenants lessees and occupiers of the Flats/Maisonettes with regard to the Demised Premises and the Reserved Property and in particular but without prejudice to the foregoing to comply with regulations set

out and referred to in the Seventh Schedule hereto (subject to the proviso in that Seventh Schedule)

5. Lessee to pay Service Charges and Improvement Contributions

The Lessee HEREBY COVENANTS with the Lessors:

- (a)(i) Subject to the provisions of Schedule 6 to the Housing Act 1985 (insofar as the same are capable of applying hereto) to pay to the Lessors on demand a fair proportion of the expenses incurred by the Lessors in carrying out their obligations under Clause 6 of this Lease PROVIDED and it is hereby agreed that the Lessee shall not be responsible for expenditure in respect of structural defects of which the Lessors became aware during the "initial period of the Lease" (as defined in paragraph 16B (4) of Schedule 6 to the Housing Act 1985) except in respect of the Notified Defects (if any) specified in paragraph 9 of the Particulars
- (ii) To pay a fair proportion of the expenses of maintaining in good repair (including decorative repair) parts of the Building (if any) let with any other Flats/Maisonette on long lease terms similar to this Lease over which the Lessee is hereby granted rights of passage the lessee of any other Flat/Maisonette so let paying a fair proportion of the expenses of maintaining in good repair (including decorative repair) parts of the Demised Premises (if any) over which rights of passage are reserved for the benefit of the Reserved Property
- (iii) The expenditure and the Lessee's contributions under sub-clauses 5 a (i) and (ii) hereof shall be assessed by reference to a financial year commencing on the 1st day of April and ending on the 31st day of March next following and the Lessor may estimate the Lessee's contribution for any financial year before or during that year and demand payment accordingly and make adjustments upwards or downwards to the Lessee's contribution when the actual expenditure is established by way of further demand or repayment to the Lessee or by debit or credit to the Lessee's contribution for the next following financial year
- (b) Subject to the provisions of Schedule 6 to the Housing Act 1985 (insofar as the same are capable of applying hereto) to pay to the Lessors such sum or sums as described in the Eighth Schedule hereto and assessed in accordance with the terms thereof -together with any Value Added Tax or other tax or duty properly payable or assessed thereon as may be demanded in writing from time to time by the Lessor within 21 days of the service of such demand on the Lessee

6. Lessor's Covenant

The Lessors HEREBY COVENANT with the Lessee to observe and perform the covenants set out and contained in the Sixth Schedule hereto

7. Further Covenant

The Lessors HEREBY FURTHER COVENANT with the Lessee that:-

- (i) They will require every person to whom they shall hereafter grant a lease of the Flats/Maisonettes or any of them to enter into a lease containing covenants conditions restrictions regulations obligations and agreements substantially similar to those herein contained
- (ii) The Lessee duly paying the rent hereby reserved and observing and performing all and every the covenants conditions restrictions regulations obligations and agreements herein contained may peaceably hold and enjoy the Demised Premises but nevertheless subject to Clause 8 (2) (c) hereof together with the rights hereby granted for the term hereby created without any interruption by the Lessors or any person lawfully claiming under or in trust for them

8. Declarations

IT IS HEREBY AGREED AND DECLARED as follows:-

8.1 The Lessors shall be entitled:

- (a) To appoint if the Lessors so desire competent and reputable managing agents for the purpose of fulfilling the obligations of the Lessors under Clause 6 hereof and of managing and conducting the management of the Building and to remunerate them for their services
- (b) To employ competent and reputable architects surveyors solicitors accountants contractors builders gardeners and any other person firm or company properly required to be employed in connection with or for the purpose of or in relation to the Building or any part thereof and pay them all proper fees charges salaries wages costs expenses and outgoings

- 8.2**
- (a) That the Lessors shall not be liable or responsible for any damage injury or loss suffered by the Lessee or any other person whomsoever through any defect in the Building or any part thereof (other than liability arising under the Defective Premises Act 1972) or the failure to perform or supply any of the obligations or services herein provided for or through the default neglect or misconduct of any person employed in connection with the Building
 - (b) Any failure on the part of the Lessors to perform or supply the obligations and services herein provided shall not release the Lessee from any of the covenants in this Lease contained

- (c) That the Lessors shall not be liable or responsible for any damage injury or loss (other than for personal injury) suffered by the Lessee or any other person whomsoever arising from the Lessors performing and observing its covenants and obligations set out in the Sixth Schedule hereto and the obligations on its part herein contained and in particular but without prejudice to the generality of the foregoing its covenant under Clause 7 (ii) hereof

9. **Discount on Disposal**

The Lessee hereby covenants with the Lessors that on any disposal as defined in Section 155 of the Housing Act 1985 before the Discount Repayment Date to pay to the Lessors on demand the Discount or a due proportion thereof calculated in accordance with the said Section but if there is more than one disposal then only on the first of them

10. **Discount as a Charge**

The Liability arising under the covenant in Clause 9 hereof shall be a charge on the property in accordance with Section 156 of the Housing Act 1985

11. **Right of First Refusal**

The Lessee hereby covenants with the Lessor that on any disposal as defined by Section 156A of the Housing Act 1985 (as amended) the Lessee will firstly comply with the provisions of the Housing (Right of First Refusal) (England) Regulations 2005

12. **Land Registry Notice**

The Lessors and the Lessee hereby apply to the Chief Land Registrar to enter on the Register a notice of the exceptions reservations and covenants herein contained and referred to whether in favour of the Lessors or otherwise and the Statutory Charge referred to in Clause 10 and a restriction in respect of the Right of First Refusal referred to in Clause 11 hereof pursuant to section 156 A (12) of the Housing Act 1985 (as amended))

13. **Repossession and Determination**

If and whenever the rent hereby reserved or any part thereof shall remain unpaid for twenty-one days after becoming payable (whether formally or legally demanded or not) or if and whenever the Lessee shall not observe and perform all and every the covenants conditions restrictions regulations obligations and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessors or any person or persons authorised by the Lessors in that behalf to re-enter the Demised Premises or any part thereof in the name of the whole and to repossess the same as in its former estate and thereupon the term hereby created shall cease and determine but without prejudice to any right of action or remedy of the Lessors in

respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained

14. Settlement of Disputes

If any dispute or difference shall arise between the Lessor and the Lessee under or arising out of this Lease including the operation or construction thereof or the rights duties or liabilities of either party every such dispute or difference shall if the parties so agree in writing (but not otherwise) be determined by an independent person to be appointed by agreement between the parties and in default of agreement as to such appointment by either:

- (i) an independent surveyor to be nominated on the application of either party by the President of the Royal Institution of Chartered Surveyors for the time being
- (ii) a barrister or solicitor of at least five years qualification to be nominated on the application of either party to the President of the Law Society or the President of the Bar Council for the time being

and the determination by the appointed person shall be as an Arbitrator and shall be final and binding upon the parties hereto The provisions of the Arbitration Act 1996 shall apply to any such arbitration reference and the Arbitrator shall have sole and unfettered discretion as to the award of costs in the reference

15. Certificate of Value/no agreement for lease

It is hereby certified that:-

- (i) the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the sum of £125,000; and,
- (ii) there is no agreement for lease to which this lease gives effect

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

THE FIRST SCHEDULE above referred to
THE RESERVED PROPERTY

Definition of the Reserved Property

FIRSTLY the areas and parts of the Building not by this Lease demised to the Lessee including:

- (i) all and any forecourts courtyards boundary fences and walls (except those for the repair and maintenance of which the Lessee is by this lease made liable) driveways and pathways garages pram sheds stores waste disposal sheds and chutes and
- (ii) the landings halls staircases steps passages and other parts of the building which are used in common by the Lessee with the lessees tenants or occupiers of the

Flats/Maisonettes but excluding any such areas or parts as may now or hereafter be sold or let together with another Flat/Maisonette on long lease on similar terms to these presents (except for the premium)

SECONDLY

- (i) the external main structural parts of the Building including the roofs roof supports foundations walls and parts thereof (but excluding the external walls of the Flats/Maisonettes except those Thirdly referred to hereunder and excluding the interior faces of such external walls as bound the Flats/Maisonettes and the glass in the windows of the Flats/Maisonettes except as aforesaid)
- (ii) the walls dividing the Flats/Maisonettes from any common halls landings staircases steps and passages in the Building
- (iii) all the cisterns tanks central heating apparatus (if any) sewers drains gutters pipes wires cables ducts shafts and conduits not used solely for the purpose of the Demised Premises

and

- (iv) the joists or beams to which are affixed ceilings or floors

THIRDLY any Flat/Maisonette for the time being not sold or let on long lease on similar terms to these presents except for the premium

FOURTHLY the communal gardens (if any) shown uncoloured but hatched black on the Plan

THE SECOND SCHEDULE above referred to

THE DEMISED PREMISES

Definition of the Demised Premises

All that Flat/Maisonette referred to in paragraph 3 of the Particulars shown edged red on the Plan and being situate on the floor or floors of the Building indicated on the Plan including the surface of the floor or floors above the joists beams or floor slabs and the ceiling or ceilings of the Flat/Maisonette up to but excluding the joists beams or floor slabs to which the ceiling is affixed and the walls thereof (including the exterior walls of the Building which abut and form part of the Demised Premises but excluding the walls dividing the Demised Premises from any other Flat/Maisonette or from any common halls landings staircases steps and passages in the Building but including the internal surfaces and skirtings of such walls within the Demised Premises) and including the doors and the door frames and the glass of the windows of the Demised Premises TOGETHER WITH all fixtures and fittings sanitary apparatus cisterns tanks sewers drain-pipes cables wires ducts shafts conduits and heating apparatus (if any) which are in or about any part of the Building and serve exclusively the Demised Premises PROVIDED THAT all and any internal walls and structures which separate the Demised Premises from any other Flat/Maisonette shall be party walls and structures TOGETHER ALSO WITH the garden area forecourts and courtyards (if any) also shown

edged red on the Plan and the boundary fence (s) and/or wall(s) (if any) marked by an inward-facing "T" on the Plan AND PROVIDED FURTHER THAT the Demised Premises shall not include such other parts of the Building forming or intended to form part of the Reserved Property.

THE THIRD SCHEDULE above referred to
RIGHTS AND EASEMENTS IN FAVOUR OF THE LESSEE

1. Rights of Way etc

The right for the Lessee and all persons authorised by the Lessee (in common with the Lessors the lessees tenants and occupiers of all other Flats/Maisonettes and all other persons having the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass on foot only over the pathways and common halls landings staircases steps and passages in the Building (if any) shown coloured green on the Plan and with or without vehicles over the driveways or access ways (if any) shown coloured brown on the plan subject to such reasonable regulations for the common enjoyment thereof as the Lessors may from time to time prescribe Together with the right in common with others as aforesaid to use in an emergency the fire escape or escapes (if any) of the Building

2. Benefit of Services

The right of free passage and running of gas electricity (or other illuminant or source of power) heat air water and soil and other service installations from and to the Demised Premises through all cisterns tanks sewers drains gutters pipes wires cables and ducts and shafts and conduits which are now or may at any time hereafter within 80 years from the date hereof be in or under or upon any part of the Building and the Estate for the service of the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same

3. Benefit of Mutual Covenants

The benefit of the like covenants and restrictions to those herein contained imposed by the Leases of other Flats/Maisonettes upon the lessees thereof so far as such covenants and restrictions are intended to benefit the Demised Premises or the Lessee and so far as the benefit thereof can in law accrue to the Demised Premises or the Lessee

4. Support

The right of support and shelter as far as may be necessary to the Demised Premises as the same is at present enjoyed from the adjoining Flat/Maisonette or Flats/Maisonettes and any part of the Building which may be respectively below or beside or above the Demised Premises and the foundations thereof and the right to the protection afforded to the Demised Premises by the roof of the Building

5. **Access**

The right at all reasonable times with or without operatives and others as often as need or occasion shall require to enter any adjoining or adjacent Flat/Maisonette or any other part of the Reserved Property as necessary and remain therein for such reasonable time as is necessary for the purpose of complying with any of the covenants on the part of the Lessee herein contained which cannot otherwise be complied with the Lessee making good forthwith any damage caused thereby such right not to be exercised unless seven days notice in writing has previously been given to the adjoining Lessee (or to the Lessors if the Flat/Maisonette to be entered forms part of the Reserved Property) except in case of emergency

6. **Refuse Aerials and Parking**

The right (in common with all other persons entitled to the like right) and subject to the availability of the services referred to:-

- 6.1 To use the refuse facilities (if any) serving the Building
- 6.2 To connect any wireless or television apparatus in the Demised Premises with any aerials (if any) for use in common for the time being provided by the Lessors
- 6.3 To park one motor vehicle only in the area (if any) set aside by the Lessor for parking purposes at the Building PROVIDED ALWAYS that such motor car is taxed insured and in regular use AND that no maintenance or other work is carried out to or on the motor car whilst the same is parked at the Building
- 6.4 In common with the lessees tenants and occupiers of the other Flats/Maisonettes and all other persons entitled to the like right to use and enjoy the communal gardens (if any) shown uncoloured hatched black on the Plan SUBJECT TO the Lessee (in common with the said lessees tenants and occupiers of the other Flats/Maisonettes) maintaining the said gardens in good order and condition in accordance with the Lessee's covenant in that respect contained in paragraph 28 of the Fifth Schedule hereto

SUBJECT to such reasonable regulations for the common enjoyment thereof as the Lessors may from time to time prescribe

THE FOURTH SCHEDULE above referred to

EXCEPTIONS AND RESERVATIONS IN FAVOUR OF THE LESSORS

1. **Rights of Way etc.**

The right for the Lessors and all persons authorised by them (including and in common with the Lessee the lessees tenants and occupiers of all other Flats/Maisonettes and all other persons having the like right) at all times and for all purposes in connection with the user of the other Flats/Maisonettes the Building and the Reserved Property to go pass and repass on foot only over the pathways and

common halls landings staircases steps and passages in the Building (if any) shown coloured blue on the Plan and with or without vehicles over the driveways or access ways (if any) also shown coloured blue on the plan (subject insofar as persons authorised by the Lessors are concerned to such reasonable regulations for the common enjoyment thereof as the Lessors may from time to time prescribe) Together with the right in common with others as aforesaid to use in an emergency the fire escape or escapes (if any) of the Building

2. **Services**

The right of free passage and running of gas electricity (or other illuminant or source of power) heat air water and soil and other service installations from and to other parts of the Building and the Estate through all cisterns tanks sewers drains gutters pipes wires cables ducts shafts telecommunications apparatus conduits and other conducting media which are now or may at any time hereafter within 80 years from the date hereof be in under or upon the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same

3. **Support**

The right of support and shelter to the adjoining Flats/Maisonettes and to the Reserved Property as the same is at present enjoyed

4. **Access**

The right for the Lessors their servants agents or contractors and the lessees tenants or occupiers of the adjoining Flats/Maisonettes their servants agents or contractors at all reasonable times with or without operatives and others as often as need or occasion shall require to have access to and enter upon the Demised Premises and remain therein for such reasonable time as is necessary for the purpose of inspection or installation of or executing repairs improvements or other works to any part of the Building or to any cisterns tanks sewers drains gutters pipes wires cables ducts shafts telecommunications apparatus conduits conducting media plant machinery or other things serving any part of the Building or the Estate which cannot otherwise be executed and of complying with their respective obligations either hereunder or under any covenants relating to any other Flat/Maisonette the person exercising such right making good forthwith any physical damage caused by such works of repair such right not to be exercised unless seven days notice in writing has previously been given to the Lessee except in the case of emergency

5. **Rebuilding and Alteration**

The right to rebuild or alter any part of the Reserved Property or to build upon or use any adjoining or neighbouring land of the Lessors in any manner and for any purpose

whatsoever notwithstanding any interference caused thereby to the access of light or air to the Demised Premises

6. **Quasi-Easements**

All other rights and easements and quasi-easements and advantages (if any) over the Demised Premises as are now used or enjoyed for the benefit of the Reserved Property or any adjoining or neighbouring land of the Lessors

7. **Management**

All other rights which the Lessors may reasonably require in connection with the management of the Building or any part thereof

THE FIFTH SCHEDULE above referred to
THE LESSEE'S COVENANTS

1. **To Pay Rent**

To pay the yearly rent and payments hereby reserved and made payable at the times and in the manner at and in which the same are herein reserved and made payable without any deduction

2. **To Pay Rates etc**

To bear pay and discharge rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the term hereby granted be charged levied assessed or imposed upon the Demised Premises or any part thereof or upon the owner or occupier in respect thereof whether the same shall be in the nature of those now in being or not and in the event of any such rates taxes duties charges assessments impositions or outgoings being assessed charged or imposed on the Lessors in respect of the Building to repay to the Lessors on demand the due proportionate part thereof

3. **Statutory Undertakings**

To pay for all gas and electricity consumed on the Demised Premises all charges for the hire of meters in respect thereof and all hot water and central heating charges (if any) and to observe all regulations and requirements of the Lessors and other relevant authorities

4. **To Repair**

To the satisfaction of the Lessors to keep in good and substantial repair and condition and properly cleansed throughout the term hereby granted the Demised Premises and all fixtures and fittings therein and all additions thereto and each and every part thereof and whenever necessary to rebuild and reinstate and replace the same SAVE THAT in the case of all exterior walls and all walls dividing the Demised Premises from the common halls staircases passages and landings in the Buildings the

obligations of the Lessee under this Clause shall be limited to keeping the interior plasterwork and decoration of such walls boards and skirtings in such repair and condition including replacement of any damaged or broken window glass as aforesaid

5. **To Paint**

To paint the wood iron and other parts of the interior of the Demised Premises heretofore or usually painted including the interior of the window frames with two coats at least of best quality paint and well and sufficiently paper and plaster those parts of the interior of the Demised Premises as are usually or ought to be so treated and generally to decorate and redecorate throughout in every sixth year of the term hereby granted and in the last year or sooner determination of the term hereby granted

6. **Access**

To permit the Lessors with or without operatives and all other persons authorised by them at reasonable times and upon prior written notice (except in the case of emergency) to enter upon and view and examine the condition of the Demised Premises and take a schedule of all landlord's fixtures and fittings therein and for other reasonable purposes AND in respect of all defects and wants of repair found on any such viewing the Lessors may thereupon serve the Lessee with notice in writing requiring the Lessee to remedy the same

7.(i) **Assignment**

Upon any assignment of the whole of the Demised Premises the Lessee will (if required by the Lessors) procure that the proposed Assignee enters into a direct Deed of Covenant with the Lessors to pay the rents and to observe and perform the covenants conditions restrictions regulations obligations and agreements herein contained or referred to or hereby implied and on the part of the Lessee to be observed and performed (including such as do not run with the Lease or the reversion thereof) and to pay the Lessor's Solicitors proper charges and disbursements relating to the preparation and registration of any deeds or documents which shall be necessary for the purpose of compliance with this Clause

7 (ii) Within twenty-one days after every assignment transfer vesting deed assent sub-letting charge mortgage or other devolution of the Demised Premises or on the grant of Probate of the Lessee's will or on the grant of Letters of Administration to his/her Estate to produce the same to the Solicitor to the Council for registration and to pay such reasonable fee as the Solicitor to the Council shall demand PROVIDED such fee shall not be less than SEVENTY FIVE POUNDS (£75.00) in respect of each document so registered

8. **Access to Other Lessees**

Upon receipt of not less than seven days prior written notice (except in the case of emergency) to permit the respective lessees of the other Flats/Maisonettes to have access to and enter upon the Demised Premises as often as it may be reasonably necessary for them to do so in fulfilment of their respective obligations under any covenants relating to any other Flat/Maisonette and similar to those herein contained

9. **Prospective Purchaser to View**

In the event of the Lessors contemplating selling or granting a lease of the reversion expectant hereon to permit on reasonable notice in writing being given to the Lessee any prospective purchaser or lessee or their respective agents to enter upon the Demised Premises to view the same

10. **To Carry Out Sanitary Works etc**

Within the time limit imposed by law or by notice requiring the same to be done or if no such time is specified within a reasonable time to carry out all sanitary works and all other works whatsoever which a Public or Statutory authority (including the Lessors in their capacity as the Local Planning or Environmental Health Authority or any other competent Authority) may lawfully require to be carried out on or in connection with the Demised Premises (whether by the Landlord tenant owner or occupier) all such works to be done to the satisfaction of the Lessors or their agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the Public Authority and all other fees and payments properly claimed by any such Authority and also the proper and usual fees and charges of the Lessors or their agents for work done by the Lessors or their agents in preparing and approving plans or in supervising the execution of any of the works or otherwise in connection with the Demised Premises or as may thereafter be required hereunder

11.1 **Compliance with Planning Acts**

Not without the prior written consent of the Lessors in their capacity as Freeholders of the Demised Premises to carry out or permit to be carried out (other than work being carried out by the Lessors) upon in or over or under the Demised Premises any development within the meaning of the Town and Country Planning Acts 1990 and any amendments (hereinafter in this Clause called "the Act")

11.2 Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises or any part thereof which may contravene any provisions of the Act and to keep the Lessors and the Superior Lessor indemnified against all claims demands and liabilities in respect thereof

11.3 Within seven days after the receipt of the same to give to the Lessors full particulars of any Notice or Order or proposal therefor given issued or made to or on the Lessee by the Planning Authority (including the Lessors in their capacity as Local Planning

Authority) under the Act and if so required by the Lessors to produce such notice or proposal to them and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and if the Lessors are not the Local Planning Authority at the request of the Lessors but at the cost of the Lessee to make or join with the Lessors or any other person the Lessors shall direct in making such objection or representation against or in respect of any such notice or proposal as the Lessors shall deem expedient

12. Fire Precautions

At all times during the term to comply at the Lessee's own expense with all the requirements of any legislation relating to the prevention or extinction of fires and the provision of means of escape from the Demised Premises in the case of fire AND where the means of escape are through the Reserved Property or any adjoining Flat/Maisonette not to obstruct or interfere with such means of escape

13. Creation of Easements

Not to permit any owner or occupier of any adjoining or adjacent Flat/Maisonette to acquire any right of light or airway water drainage or other easement over or through the Demised Premises or the Reserved Property but forthwith to inform the Lessors of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any such right or easement and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such right or easement

14. Restriction Against Waste etc.

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

15. Section 146 Notices

To pay to the Lessors all expenses (including Solicitors costs and Surveyors fees) incurred by the Lessors for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court or incidental to the preparation and service of a Schedule of Dilapidations at the end or sooner determination of the term hereby granted in respect of the Demised Premises

16.1 Nuisance

Not to permit or suffer to be done in or on the Demised Premises any act or thing which may be or become a nuisance or inconvenience to the Lessors or any other lessee tenant or occupier of any of the Flats/Maisonettes or to the owner or occupier of any adjoining or neighbouring property nor to commit or permit any form of harassment on the grounds of race colour religion sex sexual orientation or disability

- 16.2 Without prejudice to the generality of the foregoing not to obstruct or permit or suffer to be obstructed any pathways driveways access ways hallways landings staircases steps or passageways used in common with the Lessors lessees tenants or occupiers of other Flats/Maisonettes or other authorised persons and to keep the same in a clean and tidy condition
17. **Residential Use**
Not to use the Demised Premises for any trade or profession or business whatsoever but to keep and use the Demised Premises as private residential premises for occupation by one household only and the garden (if any) as a private garden for use by that household
18. **Immoral Purposes**
Not to use the Demised Premises or permit or suffer them to be used for any illegal immoral improper unpleasant noisy or noxious purpose
19. **Restriction Against Alterations**
Not without the Lessor's prior written consent to make or permit to be made any alteration in the construction height elevation or architectural appearance of the Demised Premises or any part thereof or to alter or cut any of the principal walls or timbers thereof or erect or build any additional or any substituted building whatsoever upon the Demised Premises or any part thereof or enclose the portico (if any) thereof or erect any fences walls obstructions poles wires aerials or other erection upon the Demised Premises or in any way alter or add to the Reserved Property
20. **To Pay Fees**
To pay any proper professional fees incurred by the Lessors in respect of any application for consent or approval of the Lessors as may be required hereunder by the Lessee
21. **Prevention of Damage by Water etc**
- 21.1 To keep all water waste and soil pipes drains sinks baths lavatories and cisterns of the Demised Premises free from obstruction and properly cleansed
- 21.2 To take all reasonable and proper action to prevent the freezing or overflow of any of the water pipes or cisterns of the Demised Premises and in the event of such happening (without prejudice to the Lessor's other rights under this lease) immediately to rectify and make good all damage and injury thereby caused
22. **Not to Endanger Structure etc**
- 22.1 Not to endanger or permit to be endangered by overloading any floor or other part of the structure of the Demised Premises
- 22.2 Not to use or permit to be used in or on the Demised Premises any apparatus which would overload the electrical installations of the Demised Premises

- 22.3 Not to use or permit to be used in or on the Demised Premises any liquid gas or any other bottled gas or paraffin appliances or to store or bring upon the Demised Premises any materials of a dangerous or explosive nature

23. To Permit Sale Boards

At all reasonable times during the term and upon reasonable notice in writing to permit the Lessors their agents or officers to fix and maintain sale boards or other notices on any exterior parts of the Building and to enter and inspect the Demised Premises in connection with the fixing and maintenance of any such notices or boards

24. To Insure Demised Premises

To keep the Demised Premises insured at all times throughout the term of this Lease in the joint names of the Lessors and the Lessee from loss or damage by fire flood and such other risks and special perils normally insured under a comprehensive insurance policy on property of the same nature as the Demised Premises with a reputable insurance company to be approved by the Lessors in a sum equal to the full insurable value thereof from time to time throughout the said term together with architect's and surveyor's professional fees and to make all necessary payments to the Insurers for the above purposes within seven days after the same shall be respectively be or become due and to produce to the Lessors or their agents on demand the policy or policies of such insurance and the receipt for each such payment and to cause all monies received by virtue of any such insurance (other than monies received in respect of loss) to be forthwith laid out in rebuilding and reinstating the Demised Premises or any part thereof in respect of which monies shall have become payable or have been received to the satisfaction in all respects of the Lessors and to make up any deficiency out of the Lessee's own monies PROVIDED ALWAYS (i) that if the rebuilding or reinstatement of the Demised Premises or any part thereof shall be frustrated all such insurance monies (other than as aforesaid) relating to the Demised Premises or any part in respect of which the frustration occurs shall be apportioned in such proportion as may be agreed by the Lessors and the Lessee and in default of agreement such proportion to be determined as provided for in clause 13 of this Lease (ii) that if the Lessee shall at any time fail to keep the Demised Premises insured as aforesaid the Lessors may do all things necessary to effect and maintain such insurance and any monies expended by them for that purpose shall be repayable by the Lessee on demand and be recoverable forthwith by action as if it were rent

25. Not to Avoid Insurance

Not to do or permit or suffer to be done any act or thing whereby the Lessors' policy or policies of insurance in respect of the Reserved Property 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 Lessors 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 Lessors and be recoverable by the Lessors as rent in arrears

26. Not to Alter the Heating System etc.

Not to disconnect alter or damage any of the apparatus installations pipes or ducting relating to the common supply of hot water or heating in the Building (if any) without the prior written consent of the Lessors

27. Peaceful Surrender

At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up unto the Lessors or as they may direct the Demised Premises with vacant possession with the appurtenances and all the Landlord's fixtures and fittings therein in good and substantial repair and condition and in all ways in accordance with the Lessee's covenants herein contained

28. Communal Gardens (if any)

In common with the Lessees tenants and occupiers of the other Flats/Maisonettes and all other persons entitled to the use and enjoyment of the communal gardens to maintain the said gardens in good order and condition and properly tended manured and cultivated and free from weeds to the satisfaction of the Lessor to the intent that the Lessor shall not be called upon to maintain or contribute to the expense of maintaining the said gardens as aforesaid

THE SIXTH SCHEDULE above referred to
THE LESSORS' COVENANTS

1. To Repair

To keep in repair (and whenever reasonably necessary rebuild or re-instate) the external walls of the Building and the Reserved Property (other than the common area) (if any) shown uncoloured hatched black on the Plan) PROVIDED that nothing herein contained shall prejudice the right of the Lessors to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessors or the Reserved Property by the negligence or other wrongful act of the Lessee or any other such person

2. To Insure

To insure and keep insured the Reserved Property (unless any such insurance shall be vitiated by any act omission or default by the Lessee or the lessee or occupier of any Flat/Maisonette) against loss or damage by fire tempest flood and such other risks and for such sums as the Lessors may from time to time consider desirable

together with architects and surveyors fees and to pay the premium on any such insurance upon the due date and in the event of damage by fire and other insured risks as soon as reasonably practicable to lay out all monies received from any such insurance in rebuilding and reinstating the Building and making good such damage

3. **To Paint Exterior**

Upon the Lessors' usual repainting cycle for the Building to paint and decorate in a good and proper and workmanlike manner the exterior of the Building and all such parts of the Reserved Property as are usually so treated

4. **To Enforce Mutual Covenants**

If so required by the Lessee to enforce the covenants similar to those mentioned in Clause 4 hereof and set out in the Fifth Schedule hereto entered into or to be entered into by the lessees of other Flats/Maisonettes the Lessee indemnifying the Lessors against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessors may reasonably require

THE SEVENTH SCHEDULE above referred to
REGULATIONS AND STANDARDS OF CONDUCT

1. **Definition**

In this Schedule the term "Regulations" shall include the text of the Terms of a Tenancy Agreement which may apply from time to time between the Lessors and the secure tenants of the Lessors (as defined in Part IV of the Housing Act 1985) together with such information or guidance issued by the Lessors to secure tenants pursuant to a Tenancy Agreement insofar as the Regulations are not inconsistent with or at variance with the terms of this Lease and are capable of applying to the Lessee and the Demised Premises

2. **Application**

The Regulations shall apply to the Lessee 28 days after the text of such Regulations are served on the Lessee by the Lessors

3. **Variation**

The Lessors may vary the Regulations by giving to the Lessee not less than 28 days notice in writing of such variation and the date the variation is to take effect (such date not to be less than 3 months from the date of service of the notice) PROVIDED THAT within the said period of 28 days the Lessee shall be entitled to comment on the proposed variation whereupon the Lessors shall consider any comment made in conjunction with the comments made by any other secure lessee tenant or occupier of a Flat/Maisonette in the Reserved Property and having regard to all the comments made the Lessors shall be entitled to confirm modify or withdraw the variation

4. PROVIDED THAT the provisions and effect of this Schedule shall cease to have effect and become null and void upon all of the Flats/Maisonettes being let on long leases on terms similar to this Lease (except for the premium) Except that upon any such lease being surrendered to or purchased by the Lessors and thereupon become merged and extinguished in the freehold and the Flat/Maisonette demised thereby therefore again becoming part of the Reserved Property the provisions and effect of this Schedule shall again have full force and effect

THE EIGHTH SCHEDULE above referred to
THE IMPROVEMENT CONTRIBUTION

1. **Definitions**

The charges (in this part of the Schedule called the "improvement contribution" as defined by Section 187 of the Housing Act 1985) to be paid by the Lessee to the Lessors during the term hereby granted pursuant to Clause 5 (b) hereof shall be such proportion of the charges costs or payments made expended or incurred or to be made expended or incurred by the Lessors (hereinafter called "the improvement expenditure") in respect of any works of improvement as properly may be attributable to the Lessee in accordance with this Schedule

2. **Expected Improvement Contribution**

The Lessee shall not be responsible for the payment to the Lessors of any improvement contribution during the "initial period of the lease" (as defined in paragraph 16c (4) of Schedule 6 of the Housing Act 1985) except in respect of the Notified Improvements (if any) specified in paragraph 8 of the Particulars

3. **Method of Assessment**

The improvement expenditure and the Lessee's improvement contribution shall be assessed by reference to a financial year commencing on the 1st day of April in any year and terminating on the 31st March next following the Lessors may estimate the Lessee's improvement contribution for any financial year before or during that year and demand payment accordingly and adjust upwards or downwards the Lessee's improvement contribution when the actual improvement expenditure is established by way of further demand of or repayment to the Lessee or any debit or credit to the Lessee's improvement contribution for the next following financial year

4. **Improvement Contribution Formula**

The Lessee's improvement contribution shall be the summation of the improvement expenditure incurred on each element of the works or service specified below and shall be assessed in accordance with the following formula: $A \times 1/B$ where A is the

improvement expenditure and B is the number of Flats/Maisonettes and other dwellings receiving the benefit of the improvement expenditure

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

Head of Law

SIGNED SEALED AND)
DELIVERED as a Deed)
by the said Lessee in the)
presence of:-)

Name

Address

Occupation

SIGNED SEALED AND)
DELIVERED as a Deed)
by the said Lessee in the)
presence of:-)

Name

Address

Occupation

DATED _____ 2006

THE LONDON BOROUGH OF LEWISHAM

- to -

LEASE OF:

Rent: £10.00 per annum

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