

HOUSING ACT, 1980 - 'RIGHT TO BUY'

LEASE OF FLAT

NUMBER [REDACTED]

IN THE LONDON BOROUGH OF SOUTHWARK

LONDON BOROUGH OF SOUTHWARK

TO  
[REDACTED]

DATE OF LEASE: [REDACTED]

1987

COMMENCEMENT DATE OF TERM: [REDACTED]

1982

TERM OF LEASE: 125 years

EXPIRY DATE OF TERM: [REDACTED]

2107

SOUTHWARK LEGAL SERVICES

REF: [REDACTED]

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

LONDON BOROUGH OF SOUTHWARK

TITLE NUMBERS: [REDACTED]

PROPERTY: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

THIS LEASE is dated [REDACTED] 1987

and made BETWEEN THE MAYOR AND BURGESSES OF THE

LONDON BOROUGH OF SOUTHWARK of the Town Hall Peckham

Road London SE5 (hereinafter referred to as "the

Council") of the one part and [REDACTED]

(hereinafter referred to as "the Lessee") of the

other part

WHEREAS

(A) The Council is registered at H.M. Land Registry as proprietor with Absolute title of the freehold property comprised in the title number or numbers referred to above

(B) The Lessee is entitled under the Housing Act 1980 (hereinafter referred to as 'the Act') to be granted a long lease of the property hereinafter demised



(C) The Council has granted or intends to grant leases of other flats in the building (as hereinafter defined) or on the estate (as hereinafter defined) under the Act and has in every such lease imposed and intends in every future such lease to impose (so far as they are able) the restrictions contained in Clause 4 hereof to the intent that any lessee for the time being under any lease of any flat in the building or on the estate may be able to enforce the observance of the said restrictions by the lessees or occupiers for the time being of other flats

NOW THIS DEED WITNESSETH as follows:

1 IN this lease the following expressions shall where the context admits have the following meanings:

'the building' means the building known as [REDACTED] including any grounds outbuildings gardens yards or other property appertaining exclusively thereto

'the estate' means the estate known as [REDACTED] including all roads paths gardens and other property forming part thereof

'the flat' means the flat and land (if any) shown coloured pink on the plan or plans attached hereto and known as [REDACTED] on the Ground and First

floors of the building and including the ceilings and floors of the flat the internal plaster and faces of the exterior walls of the flat and the internal walls of the flat (but internal walls bounding the flat shall be party walls severed medially) but excluding all external windows and doors and window and door frames exterior walls roof foundations and other main structural parts of the building

2. IN pursuance of the Act and in exercise of all other (if any) powers enabling it and in consideration of the sum of [REDACTED] paid to the Council by the Lessee (the receipt of which the Council hereby acknowledges) and of the rent and covenants by the Lessee hereinafter reserved and contained the Council HEREBY DEMISES unto the Lessee ALL THAT the flat TOGETHER WITH the easements and rights set out in the First Schedule hereto EXCEPT AND RESERVING as set out in the Second Schedule hereto TO HOLD the same for the term of 125 years from the [REDACTED] paying therefor during the said term the yearly rent of [REDACTED] by annual payments in advance on the anniversary of the date hereof in each year the first of such payments to be made on the date hereof

3 THE Lessee hereby covenants with the Council:-

(1) To pay the said rent at the times and in manner aforesaid without any deduction

(2) To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed on the flat or any part thereof or the owner or occupier in respect thereof

(3)(a) To pay the Service Charge and the Capital Expenditure Reserve Charge contributions set out in Part I and Part II of the Third Schedule hereto respectively at the times and in the manner there set out

(b) If any payment of or on account of Service Charge is not made on the due date for payment thereof for any reason including dispute as to the amount properly payable then to pay interest thereon from the due date until the date of payment as well after as before any judgment upon the amount properly payable at the pool rate equal to the Public Works Loan Board Non Quota 'A' Rate (less than 5 years) plus 1½

(4) To keep the flat and every part thereof (except any part which the Council is obliged to repair under Clause 5 hereof) and all walls sewers drains pipes cables wires and appurtenances thereof in good

and tenantable repair and condition (including decorative repair)

(5) To permit the Council and their agents and licensees upon reasonable notice to enter the flat to examine the state and condition thereof and to make good all defects decays or wants of repair of which notice in writing shall be given by the Council to the Lessee and for which the Lessee may be liable hereunder within three months of service of such notice

(6) To permit the Council and their agents and licensees upon reasonable notice to enter the flat for the purpose of examining any part of the building for the repair of which the Council is responsible or for the purpose of carrying out any works reasonably required for the performance of the Council's obligations under Clause 5 hereof or for the purpose of making good (at the expense of the Lessee) any defects decays or wants of repair of which notice has been given under the foregoing covenant and which the Lessee has not made good within three months of the service of such notice (in which case the cost of such works shall be a debt due from the Lessee to the Council and forthwith recoverable by action) the person so

entering doing no unnecessary damage and making good all damage caused as soon as reasonably possible

(7) Not to make any structural alterations or structural additions to the flat or remove any of the landlord's fixtures and fittings without the previous consent in writing of the Council

(8) Within one month after any transfer mortgage or charge of this lease or any part thereof or any underlease of the flat for substantially the whole of the unexpired term and every assignment of such underlease or any probate letters of administration Court Order or other instrument affecting or evidencing any devolution of title to this lease or any underlease to give written notice to the Council ~~and to the Superior Lessor~~ and to pay to the Council a fee of £10 in respect of every such notice

(9) Forthwith after service upon the Lessee or occupier of the flat of any notice affecting the flat served by any person or body (other than the Council) to deliver a true copy thereof to the Council and to join with the Council in making such representations to such person or body concerning any proposals affecting the flat as the Council may consider desirable and to join with the Council in any appeal against any Order or direction

affecting the flat as the Council may consider desirable

(10) Upon receipt of any lawful notice Order or direction from any competent authority affecting the flat requiring anything to be done or not done or any works to be executed to comply with the same at the Lessee's expense

(11) To pay all costs charges and expenses incurred by the Council in abating any nuisance in the flat or executing any works necessary for that purpose

(12) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Council for the purpose of or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(13) At the expiration or earlier determination of the term peaceably to yield up the flat to the Council together with all additions thereto and all landlord's fixtures and fittings (if any) in good and tenantable repair and condition

(14) By way of indemnity only to observe and perform the covenants and stipulations set out or contained or referred to in the Charges Register or Registers of the Council's title or titles above referred to

so far as the same relate to the flat and are still subsisting and capable of taking effect and to indemnify the Council against all proceedings actions costs claims and demands in respect thereof

(15) To notify the Council forthwith upon the happening of an event giving rise to a liability under Clause 6(2) hereof

4 THE Lessee hereby covenants with the Council and with and for the benefit of the lessees (whether under short or long leases and granted before or after this lease) and owners of other flats in the building or on the estate on behalf of the Lessee and those deriving title under him

(1) To keep the flat in good and tenantable repair and condition (save any part thereof which the Council is obliged to repair under Clause 5 hereof) so as to provide shelter and support to parts of the building other than the flat

(2) To permit such lessees and owners of other flats in the building upon reasonable notice (save in emergency) to enter the flat for the purposes

(i) of carrying out any obligation of such lessee or owner to the Council

(ii) of repairing maintaining or renewing any easement enjoyed by such lessee over the flat in either and all such cases causing as little

disturbance as possible and making good all damage caused

(3) Not to do or permit or suffer to be done any act or thing which may render void or voidable any policy of insurance in respect of the building or any part thereof or cause an increased premium to be payable in respect thereof

(4) Not to use or suffer the flat to be used for any purpose other than as a private dwellinghouse

(5) Not to do or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to the Council or to the lessees owners or occupiers of adjoining or neighbouring property

(6) Not to keep any animal bird or reptile in the flat which the Council considers to be dangerous injurious to health or a nuisance

(7) Not to hang clothing or other articles out of or on windows balconies or common parts of the building or elsewhere other than in areas (if any) designated by the Council for that purpose

(8) Not to beat or shake carpets mops or other articles out of the doors or windows or from balconies of the flat

(9) Not to place flower pots or other objects outside the windows or balconies of the flat

(10) Not to obstruct any common parts of the building or of the estate

(11) Not to park any vehicle on the estate or the building (as defined) save as authorised by this lease or by the Council

(12) To observe all reasonable regulations made by the Council from time to time controlling the exercise of any easements or rights granted with this lease

(13) Not to use or play any radio television record player tape recorder or musical or other noise making instrument of any kind so as to cause nuisance or annoyance at any time to occupiers of any neighbouring property or so as to be audible at all outside the flat

(14) Not to display any writing placard or advertisement at the flat so as to be visible from outside

(15) Not to erect any external wireless or television aerial

(16) Not to decorate any exterior part of the flat without the consent of the Council

(17) To observe and perform such other reasonable regulations or restrictions as may be made from time to time by the Council for the management of the building or of the estate

5 THE Council hereby covenants with the Lessee:-

- (1) That the Lessee paying the rent hereby reserved and observing and performing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the flat during the term without any interruption by the Council or any person rightfully claiming under or in trust for it
- (2) To keep in repair the structure and exterior of the building (including drains gutters and external pipes) and to make good any defect affecting that structure
- (3) To keep in repair any other property over or in respect of which the Lessee has any rights under the First Schedule hereto
- (4) As often as may be reasonably necessary to paint in a good workmanlike manner with two coats of good quality paint all outside parts of the building usually painted and also all internal common parts of the building usually painted
- (5) To provide the following services to or for the flat and to ensure so far as practicable that they are maintained at a reasonable level and to keep in repair any installation connected with the provision of those services namely:
  - (i) caretaking and cleaning of common areas
  - (ii) cleaning of windows of common areas

(iii) maintenance of estate roads and paths

(iv) estate lighting

(v) refuse disposal

(vi) maintenance of gardens or landscaped areas

(6) To insure the building to the full insurance value thereof against destruction or damage by fire tempest flood and other risks against which it is normal practice to insure and in the event of destruction or damage by any such risk as aforesaid to rebuild or reinstate the flat and the building

(7) That should the Council hereafter grant a lease of any other flats in the building or on the estate they will (so far as they are able to) require any person to whom they so grant a lease to covenant to observe the restrictions set forth in Clause 4 hereto

(8) That the Council will assist the Lessee in whatever way is necessary (including taking legal proceedings in the name of the Council) to enforce any of the covenants by the lessee of any lease of other flats in the building or on the estate on the Lessee indemnifying the Council against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Council may reasonably require Providing nevertheless that this covenant is without

prejudice to the Lessee's right to enforce the said covenants without the assistance of the Council

6. PROVIDED ALWAYS and it is hereby agreed and declared as follows:

(1) If the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be observed or performed then and in such case it shall be lawful for the Council at any time thereafter to re-enter the flat or any part thereof in the name of the whole and thereupon this lease shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained

(2)(a) If within the period of five years from the grant hereof there is a disposal of the flat falling within Section 8(3) of the Act then (on the first such disposal) the Lessee shall pay to the Council on demand the amount referred to in Section 8(2) of the Act

(b) To give effect to sub-clause 2(a) of this Clause the Council and the Lessee hereby apply to the Chief Land Registrar to enter on the Register of

the Lessee's title to the flat a notice of the Council's statutory charge pursuant to Section 8(6) of the Act

(c) It is hereby declared that the amount of the discount referred to in Section 8 of the Act upon the grant of this lease was [REDACTED]

(3) In this lease unless the context otherwise requires

(a) "the Council" includes the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted

(b) "the Lessee" includes the successors in title of the Lessee

(4) Where the Lessee for the time being consists of two or more persons all covenants by the Lessee shall be deemed to be made by such persons jointly and severally

(5) Section 196 of the Law of Property Act 1925 (as amended or re-enacted from time to time) shall apply to any notice under this lease

7. IF the original grantees of this lease consist of two or more persons they hereby declare that they hold this lease upon the statutory trusts for sale and hold the net rents and profits until sale and the net proceeds of sale upon trust for themselves

as joint tenants the survivor of whom can give a valid receipt for capital money arising on a disposition of the property

8. IT IS HEREBY CERTIFIED that 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 other than rent exceeds £30,000

IN WITNESS whereof this deed is executed in manner hereinafter appearing the day and year first before written

FIRST SCHEDULE

The flat is granted with the following rights (so far as the Council are able to grant the same) exercisable by the Lessee his agents or licensees at all reasonable times and for all purposes connected with the use of the flat in accordance with the terms of this lease in common with the Council and all others entitled to exercise any such rights and in accordance with any regulations from time to time concerning exercise of the same

- 1 The right of subjacent and lateral support for the flat from other parts of the building
- 2 Full right of way on foot over such parts of the building as afford access to the flat

3 Full right of way with or without cars or motor bicycles over the estate roads (if any)

4 The free passage and running of water gas or other piped fuel sewage smoke or fumes through the pipes sewers drains vents or passages serving the flat

5 The right to the use and maintenance of the cables or other installations serving the flat for the supply of electricity and for the telephone or for the receipt directly or by landline of visual or other wireless transmissions to the flat

6 The right to use the lift (if any) in the building serving the flat

7 The right to use the refuse chute (if any) serving the flat between the hours 7.30 a.m. and 9.00 p.m. only

8 The right to place and maintain one properly maintained dustbin in the dustbin area (if any) for that purpose

9 The right to use the landscaped or garden areas (if any) for the purpose of recreation

10 The right at all reasonable times and upon reasonable notice (save in emergency) to enter other parts of the building for the purpose of complying with the Lessee's obligations hereunder or of repairing maintaining or renewing any easement

enjoyed by the Lessee over such other part of the building the Lessee in any such case causing as little disturbance as possible and making good all damage caused

11 The benefit of the restrictions contained in leases of other flats in the building or on the estate granted under the Act so far as intended to and capable of benefiting the flat PROVIDED ALWAYS that each of the foregoing easements and rights is conditional upon the performance and observance by the Lessee of his obligations under this lease

#### SECOND SCHEDULE

##### EASEMENTS AND RIGHTS RESERVED

The following easements and rights are reserved from the term hereby granted for the benefit of the Council and the tenants or occupiers of the parts of the building to which the same are appurtenant

- 1 The right of subjacent and lateral support provided by the flat for other parts of the building
- 2 The free passage and running of water gas or other piped fuel sewage smoke or fumes through the pipes sewers drains vents or passages within the flat but serving other parts of the building
- 3 The right to the use and maintenance of cables or other installations for the supply of electricity and for the telephone or for the receipt directly or

by landline of visual or other wireless transmissions so far as such cables or other installations are within the flat but serve other parts of the building

4 All other easements quasi-easements rights and privileges now appurtenant to any other part of the building and enjoyed over or in respect of the flat

5 The right for the Council its officers agents or contractors and all persons authorised by the Council and the lessees and owners and occupiers of other parts of the building and their licensees at all reasonable times upon reasonable notice (save in emergency) to enter the flat for the purposes

(1) of complying with their respective obligations hereunder

(2) of repairing maintaining or renewing any easement enjoyed by such tenant over the flat

in all and every such case causing as little disturbance as possible and making good all damage caused

6 All other (if any) rights reserved to the Council by or under statute or otherwise

### THIRD SCHEDULE

#### PART I: ANNUAL SERVICE CHARGE

1(1) In this Schedule 'year' means a year beginning on 1st April and ending on 31st March

(2) Time shall not be of the essence for service of any notice under this Schedule

2(1) Before the commencement of each year (except the year in which this lease is granted) the Council shall make a reasonable estimate of the amount which will be payable by the Lessee by way of Service Charge (as hereinafter defined) in that year and shall notify the Lessee of that estimate

(2) The Lessee shall pay to the Council in advance on account of Service Charge the amount of such estimate by equal payments on 1st April 1st July 1st October and 1st January in each year (hereinafter referred to as 'the payment days')

3 In respect of the year in which this lease is granted

(1) An estimate of the amount of the Service Charge shall be made prior to the grant hereof and that amount shall be apportioned by time for the portion of a year from the date hereof to the end of that year

(2) The Lessee shall pay

(i) on the date hereof a proportion of such apportioned amount for the period from the date hereof to the next payment day and

(ii) on each of the remaining payment days in that year an equal part of the remainder of such apportioned amount

4(1) As soon as practicable after the end of each year the Council shall ascertain the Service Charge payable for that year and shall notify the Lessee of the amount thereof

(2) Such notice shall contain or be accompanied by a summary of the costs incurred by the Council of the kinds referred to in paragraph 7 of this Schedule and state the balance (if any) due under paragraph 5 of this Schedule

5(1) If the Service Charge for the year exceeds the amount paid in advance under paragraph 2 of this Schedule the Lessee shall pay the balance thereof to the Council within one month of service of the said notice

(2) If the amount so paid in advance by the Lessee exceeds the Service Charge for the year the balance shall be credited against the next advance payment or payments due from the Lessee (or if this lease has then determined be repaid to the Lessee)

6(1) The Service Charge payable by the Lessee shall be a fair proportion of the costs and expenses set out in paragraph 7 of this Schedule incurred in the year

(2) The Council may adopt any reasonable method of ascertaining the said proportion and may adopt different methods in relation to different items of costs and expenses

7 The said costs and expenses are all costs and expenses of or incidental to

(1) The carrying out of all works required by sub-clause (2) to (4) inclusive of Clause 5 of this lease

(2) Providing the services specified in sub-clause (5) of Clause 5 of this lease

(3) Insurance under sub-clause (6) of Clause 5 of this lease

(4) All rates taxes duties charges assessments and outgoings whatsoever assessed charged or imposed upon or in respect of the building or the estate and not the liability of the Lessee or any other tenant or occupier thereof

(5) Any insurance against liability to the Lessee or others in respect of the building or the estate taken out by the Council or against the cost of remedying any structural defect in the building

(6) The maintenance and management of the building and the estate

(7) The employment of any managing agents appointed by the Council in respect of the building or the estate or any part thereof PROVIDED that if no managing agents are so employed then the Council may add the sum of 10% to any of the above items for administration

(8) All value added or other tax payable in respect of any of the foregoing costs and expenses

8 The summary of costs referred to in paragraph 4 of this Schedule shall contain an explanation of the manner in which the proportion of those costs apportioned to the flat under paragraph 6 of this Schedule has been calculated

PART II: CAPITAL EXPENDITURE RESERVE CHARGE

9(1) Before the commencement of each year the Council shall make an estimate of the amounts which will be payable by the Lessee by way of Service Charge in the foreseeable future beyond that year in respect of the costs and expenses of the matters set out in paragraph 12 of this Schedule (hereinafter referred to as 'major expenditure')

(2) The Council may require the Lessee to pay a reasonable contribution towards such major expenditure (having regard to the estimated date and amount thereof and to the interest to be credited to such contribution and other relevant circumstances) in each year and shall notify the Lessee of the amount thereof

(3) The Lessee shall pay such contribution by equal payments on the payment days in each year

10(1) The Council shall keep an account (hereinafter referred to as 'the Capital Expenditure Reserve

Fund') of such contributions paid by the Lessee and shall provide a statement of account to the Lessee upon request

(2) The Lessee's Capital Expenditure Reserve Fund (including interest previously credited) shall be credited with interest on 31st March each year on the average of the amount standing to the credit of the Capital Expenditure Reserve Fund during the year ending on that date at the pool rate then payable on the Council's Consolidated Loans Fund

11(1) When any major expenditure is incurred in any year then in computing the Service Charge for that year a sum equal to the proportion of that major expenditure payable by the Lessee by way of Service Charge (or if less the whole amount standing to his credit in the said account) shall be debited to the Lessee's Capital Expenditure Reserve Fund and set off against the Service Charge for that year

(2) The right to such set-off shall be taken into account by the Council under paragraph 2(1) of this Schedule

(3) The Lessee shall be entitled to be paid the amount standing to his credit in the said Capital Expenditure Reserve Fund upon (but not before) the determination of this lease (however determined) and the benefit of previous payments under paragraph

9(2) of this Schedule shall accrue to the Lessee for the time being whether or not such payments were made by him

12 The said items of major expenditure are:-

- (1) Replacement or renewal of any lift in the building
- (2) Replacement or renewal of any central heating or hot water supply plant or equipment directly or indirectly serving the flat
- (3) The next periodic redecoration of the building
- (4) Any other major repair or renewal of any part of the building

13 Money paid under paragraphs 2(2) and 9(2) of this Schedule shall become part of the general funds of the Council and shall not be impressed with any trust requiring them to be set aside as a separate fund for any particular purpose

SIGNED SEALED AND )  
DELIVERED by the )  
LESSEE in the )  
presence of: )

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness: