

DATED 20 September 1976

BB3/9895

EDWIN H. BRADLEY & SONS LIMITED

- to -

CHARMINSTER CLOSE RESIDENTS

COMPANY LIMITED

COUNTERPART

LEASE

- of -

land to comprise thirty flats
being Plot Numbers 1536-1565
inclusive on the Nythe Estate
Stratton St. Margaret in the
County of Wilts.

PFC/11



H. M. LAND REGISTRY

Land Registration Acts 1925 to 1971

County and : Wiltshire : Thamesdown
District

Title Number : WT 15642

Property : Land in the Parish of
Stratton St. Margaret

THIS LEASE is made the *Twentieth* day of *September* One thousand nine hundred and seventy six BETWEEN EDWIN H. BRADLEY & SONS LIMITED whose registered office is situate at Okus Swindon Wiltshire (hereinafter called "the Lessor" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and CHARMINSTER CLOSE RESIDENTS COMPANY LIMITED whose registered office is situate at Okus Swindon Wiltshire (hereinafter called "the Lessee" which expression shall where the context so admits include its successors in title) of the other part

WITNESSETH as follows:-

1. In consideration of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Lessor HEREBY DEMISES unto the Lessee ALL THAT the property described in the First Schedule hereto (hereinafter called "the Demised Property") TO HOLD the same unto the Lessee for the term of ninety-nine years and ten days from the Twenty fourth day of June One thousand nine hundred and seventy six PAYING therefor until the execution by the Lessee of sub-leases of all the flats included in the said property a yearly rent in advance of Thirty five pounds for each flat where such sub-leases have been granted with effect from the date of grant of each such sub-lease and thereafter when all of such sub-leases shall have been granted during (a) the first twenty years of the said term a yearly rent of One thousand and fifty pounds (b) the next forty years of the said term the yearly rent of One thousand nine hundred and fifty pounds (c) the remainder of the said term the yearly rent of Three thousand six hundred pounds all such payments to be made in advance by equal quarterly instalments on the usual quarter days in each year without any deduction the first of such payments being a proportionate payment to be made on the execution of the first of such sub-leases PROVIDED always that if at any time during the continuance of this Lease the rent reserved and payable under any of the said sub-leases would not apart from a proviso in such sub-lease limiting the rent payable thereunder to One pound less than two-thirds of the rateable value of the premises thereby demised on the appropriate day as defined in section 6 (3) of the Rent Act 1968 or any statutory modification or re-enactment thereof for the

time being in force be less than two-thirds of such rateable value then the rent payable hereunder shall thenceforth be limited to a sum not exceeding the combined total of separate sums equal to one pound less than two-thirds of the said rateable value of each of the said premises comprised in all of the said sub-leases SUBJECT to the covenants on the part of the Lessee and the conditions hereinafter contained

2. The Lessee HEREBY COVENANTS with the Lessor that it will observe and perform the obligations on its part set out in the Second Schedule hereto

3. The Lessor HEREBY COVENANTS with the Lessee as follows:-

(a) that the Lessee paying the rent hereby reserved and performing and observing the covenants on its part herein contained shall peaceably hold and enjoy the Demised Property for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it

(b) that the Lessor will construct the culs-de-sac known as Charminster Close and the footpaths linking the same so far as they abut the Demised Property to the standards required by the Highway Authority and will maintain the same until adopted as a public highway maintainable at the public expense and will indemnify the Lessee and its successors in title from and against all actions costs claims and demands in respect of the same

4. If the rent hereby reserved or any part thereof is unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Demised Property or any part thereof in the name of the whole and whereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained

5. It is hereby agreed and declared that it is the intention of the Lessor at the present time to build all of the blocks of flats and to lay out the Demised Property in the manner indicated on the said plan within the area edged red thereon and the Lessee hereby grants unto the Lessor and all persons authorised by the Lessor full and unrestricted right of entry with Workmen vehicles and appliances upon the Demised Property at all times for the purpose of executing such works or any modification thereof and for all purposes ancillary to such works

6. It is hereby further agreed and declared as follows:-

(a) the cost of cleansing and maintaining any sewers and watercourses serving the

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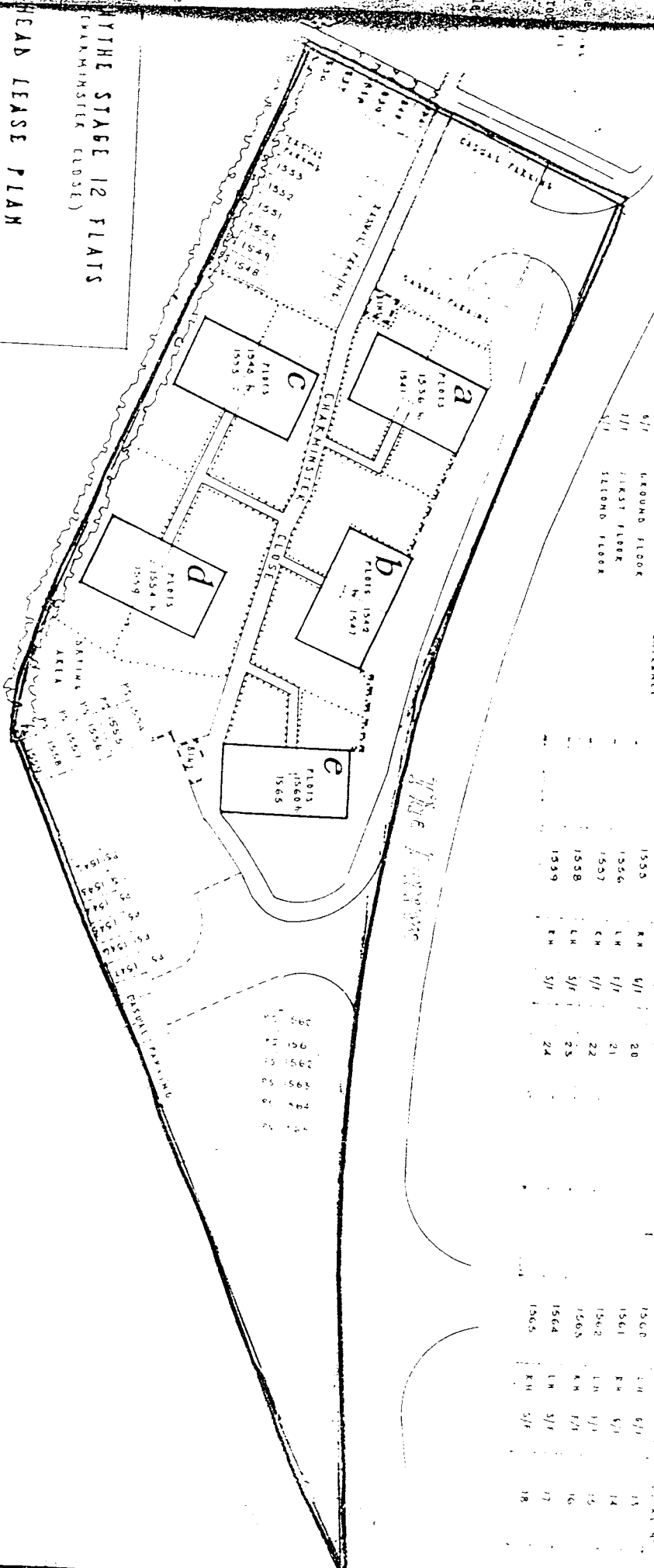
NYTHE
CHARMIN

HEAD I

ATE
EAL

LM LIFT MAIN SIDE OF ENTRANCE
 RM RIGHT HAND SIDE OF ENTRANCE
 G/F GROUND FLOOR
 1/F FIRST FLOOR
 2/F SECOND FLOOR

Block	PLOT N°	POSITION	PERMANENT	AREA	PLOT N°	POSITION	PERMANENT
	1554	LM G/F	19		1560	LM G/F	15
	1550	RM G/F	20		1561	RM G/F	14
	1556	LM 1/F	21		1562	LM 1/F	16
	1557	RM 1/F	22		1563	RM 1/F	16
	1558	LM 2/F	23		1564	LM 2/F	17
	1559	RM 2/F	24		1565	RM 2/F	18



THE STAGE 12 FLATS
 (CHARMINSTER CLOSE)

HEAD LEASE PLAN

DATE JUNI 1970
 DRAWING NUMBER N12/
 SCALE 1:500

which said property is for the purpose of identification delineated on the plan hereto and thereon edged with red and is registered at H.M. Land Registry and comprising part of the Lessor's Nythe Estate TOGETHER WITH a right of way with the lessor and all others having the like right) on foot and with vehicular same are appropriate over the cul-de-sac known as Charminster Close and the footpaths and such other roads and ways on the Lessor's said Nythe Estate

Demised Property in common with any other property forming part of the Lessor's Nythe Estate in respect of which any other person or persons is or are entitled to use the same shall (so far as the same are not maintainable by any Local or other Authority) be borne by the owners for the time being of the properties so benefitting or enjoying the same in equal shares according to the number of properties for the time being served by the same (and for the purpose of this Clause each flat on the Demised Property shall be deemed to be a single or separate property) but subject nevertheless to any combined drainage or other agreement which may now or hereafter be entered into with the Local Authority. If and so far as the Local Authority shall require any agreement to be entered into under Section 38 of the Public Health Act 1936 or any statutory modification thereof for the time being in force affecting the Demised Property the Lessor shall be entitled to enter into the same notwithstanding this Lease.

(b) the Lessee shall not be entitled to any easement or right of way light air or otherwise not hereby expressly granted over any adjoining or neighbouring land forming part of the Lessor's said Nythe Estate and this Lease expressly excludes the implication of any such grant and the enjoyment of any such rights shall be deemed to be by the express permission of the Lessor.

(c) the Lessor may at any time within the period allowed by law and notwithstanding this Lease make such representations as the Lessor may think fit and at its own expense pursue such actions or proceedings as it may think expedient to against or with the Local Authority with a view to the whole or any section or part of the foul and surface water sewers now or at any time serving or passing under the Demised Property being adopted as Public Sewers maintainable at the public expense and may (if the Lessor thinks fit) appeal in such manner as may be authorised by law against any decision by the Local Authority in respect thereof.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written

THE FIRST SCHEDULE above referred to

Demised Property

ALL THAT piece or parcel of land situate at Stratton Saint Margaret in the County of Wiltshire TOGETHER WITH the blocks of flats erected or in course of erection thereon by the Lessor all which said property is for the purpose of identification delineated on the plan annexed hereto and thereon edged with red and is registered at H.M. Land Registry with title absolute and comprising part of the Lessor's Nythe Estate TOGETHER WITH a right of way (in common with the Lessor and all others having the like right) on foot and with vehicles where the same are appropriate over the culs-de-sac known as Charminster Close and the connecting footpaths and such other roads and ways on the Lessor's said Nythe Estate which may not

highways such right to cease as and when any part of the same may be declared to be public highways maintainable at the public expense AND TOGETHER WITH the right (in common with all others having the like right) to the passage of water soil gas and electricity through any sewers pipes wires and cables now laid through any other land now or formerly comprised in Title Number WT 15642 or in respect of which the Lessor has any such right with the right of entry on such land for the purpose of inspecting cleansing repairing and maintaining the same subject to the Lessee or other the person or persons exercising this right making good any damage occasioned thereby such rights in the case of any sewer to cease on the same being declared to be a public sewer SUBJECT to an exception and reservation in favour of the Lessor and the owners and occupiers of any other land in the vicinity now or formerly owned by the Lessor or which it shall acquire within a period of twenty one years from the date hereof and any successors in title of the Lessor to whom any of these rights shall be expressly assigned the right to the passage of water soil gas electricity and telephone radio and television services through any sewers pipes wires and cables now or at any time within the said period of twenty one years laid through over or under the Demised Property with the right to enter upon the Demised Property for the purpose of laying inspecting cleansing repairing maintaining and renewing any such sewers pipes wires and cables and making any connections thereto subject only to the persons exercising any such right making compensation for any damage thereby occasioned

THE SECOND SCHEDULE above referred to

Covenants by the Lessee

1. The Lessee shall pay the reserved rent on the days and in the manner aforesaid
2. The Lessee shall pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Demised Property or any part thereof or on the Lessor or Lessee in respect thereof
3. The Lessee shall to the full satisfaction in all respects of the Lessor's Surveyor for the time being keep the buildings for the time being on the Demised Property and all other parts thereof and all fixtures and fittings therein and all additions thereto and the boundary walls hedges and fences and any screen walls and fences in good and tenantable state of repair decoration and condition inside and out throughout the continuance of this demise including the renewal and replacement of all worn and damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and in particular shall completely repaint the exterior of the said buildings no later than the Thirty first day of December One thousand nine hundred and eighty and thereafter once in every fourth year with materials of good quality and of a colour approved by the Lessor and shall also keep the grounds of the demised premises including roads paths ways drying areas grassed areas gardens trees shrubs plants and open spaces clean and tidy and properly cultivated and in good condition and shall yield up the same at the determination of the demise in such

good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects

4. The Lessor may enter and examine the Demised Property at reasonable times and serve on the Lessee notice of any necessary repairs or decorations for which the Lessee is liable. If the Lessee does not within two months after the service of such notice enter upon the execution of such repairs or decorations and proceed diligently therewith the Lessor may execute them and the cost thereof shall be a debt due from the Lessee to the Lessor.

5. The Lessee shall keep all buildings for the time being on the Demised Property insured against loss or damage by fire storm impact or aircraft and such other risks as are included in a comprehensive policy with such insurance company of repute and in such agency (including the Lessor's own agency) as the Lessor may decide to an amount equal to the full replacement value thereof plus ten per centum of such amount for Architect's and Surveyor's fees in the joint names of Lessor and Lessee and will effect such other insurance of or in respect of property owners' liability or other risks as the Lessor shall consider reasonable and shall produce to the Lessor on demand the policy of such insurance and the receipt for the latest premium and shall in the event of loss or damage apply the proceeds of such insurance in the first instance towards the reinstatement of such buildings.

6. The Lessee shall within twenty one days of every assignment underlease (excluding underleases of flats) grant of probate or administration assent transfer mortgage charge discharge order of court or other event or document relating to the term give notice thereof in writing to the Lessor and in the case of a document send it to the Lessor's Solicitors for the time being with a registration fee of Three pounds fifty pence plus any Value Added Tax payable in respect thereof.

7. The Lessee shall not do or permit or suffer to be done on the Demised Property anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or the owners and occupiers for the time being of any adjoining property.

8. The Lessee shall not make any alteration to the Demised Property without the approval in writing of the Lessor to the plans and specifications thereof and shall make such alterations only in accordance with such plans and specifications when approved. The Lessee shall at its own expense obtain all licences planning permissions approvals and other things necessary for the lawful carrying out of such alterations and shall comply with all bye-laws regulations and conditions applicable generally or to the specific works undertaken and in the case of any alterations additions to the Demised Property or the erection of any new building thereon to pay any levy of whatever nature payable as a consequence thereof.

9. The Lessee shall do all such works as under any act of parliament bye-laws regulation or rule of law are directed or necessary to be done on or in respect of the Demised Property.

(whether by Landlord tenant or occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof

10. No building erected or to be erected on any part of the Demised Property shall at any time hereafter be used for any purpose than a private dwelling and no trade manufacture or business of any kind shall at any time be set up or carried on in or upon any part of the Demised Property

11. (a) Not to erect on the Demised Property any garage or other similar building and not to use or allow to be used any parking spaces with the Demised Property for any other purpose than for the parking of private motor cars

(b) To keep such parking spaces clean and tidy open unfenced and unbuilt upon

THE COMMON SEAL of EDWIN H. BRADLEY)
& SONS LIMITED was hereunto affixed)
in the presence of:-

Directors

Edwin H. Bradley

Secretary

J. M. M. M.

THE COMMON SEAL of CHARMINSTER CLOSE)
RESIDENTS COMPANY LIMITED was)
hereunto affixed in the presence)
of:-

Director

Ed. Vitcher

Secretary

W. H. M. M.