

CHARMINSTER CLOSE RESIDENTS COMPANY

LIMITED

- and -

EDWIN H. BRADLEY & SONS LIMITED

- to -

UNDER LEASE

- of -

Flat and parking space being  
Number  
Nythe, Swirton, Wilts.

RECEIVED  
19-10-1966  
1966

H. M. LAND REGISTRY

Land Registration Acts 1925 to 1971

County and District : Wiltshire : Thamesdown  
Title Number : WT  
Property : Flat Number  
being Number  
Stratton St. Margaret and  
Parking Space Number

THIS LEASE is made the                      day of                      One  
thousand nine hundred and seventy                      BETWEEN CHARMINSTER CLOSE  
RESIDENTS COMPANY LIMITED whose registered office is situate at Okus  
Swindon in the County of Wilts (hereinafter called "the Lessor") of the  
first part EDWIN H. BRADLEY & SONS LIMITED whose registered office is  
situate at Okus Swindon aforesaid (hereinafter called "the Developer")  
of the second part and

(hereinafter called "the Lessee") of the third part

W H E R E A S :-

(1) In this Lease unless the context otherwise requires:-

(a) "the Lessor" includes the person or persons for the time being  
entitled to the reversion immediately expectant on the determination of  
the term hereby created

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

(c) "the Property" means the property described in the First  
Schedule hereto

(d) "the Flats" means the flats forming part of the Property and  
"Flat" has a corresponding meaning

(e) "the Reserved Property" means that part of the Property not  
included in the Flats and parking spaces being the Property more particularly  
described in the Second Schedule hereto

(f) "the Demised Premises" means the property hereby demised as  
described in the Third Schedule hereto including for the purposes of  
obligation as well as grant the ceilings floors cisterns tanks sewers  
drains pipes wires ducts and conduits specified in the said Schedule

(g) "Owner" in relation to a Flat and parking space means the  
holder of the term created by the demise of a flat and parking space  
(otherwise than by way of Mortgage) and "ownership" in relation to a  
Flat and parking space has a corresponding meaning

(h) Where "the Lessee" consists of two or more persons all covenants  
by and with the Lessees shall be deemed to be by and with such persons

jointly and severally the masculine gender shall include the feminine and singular number shall include the plural and vice versa

(2) The Developer is registered at H.M. Land Registry as proprietor with freehold title absolute of the Property

(3) By a Lease (hereinafter called "the Head Lease") dated the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and seventy \_\_\_\_\_ and made between the Developer of the one part and the Lessor of the other part the Property was demised unto the Lessor for the term of Ninety nine years and ten days from the Twenty fourth day of June One thousand nine hundred and seventy six at the rent and subject to the covenants and conditions therein contained and the Lessor is registered at H.M. Land Registry with title absolute as proprietor of the Head Lease under the Title Number referred to in the heading of this Lease

(4) It is intended that upon any transaction by which the Lessor parts with the ownership of any Flat with or without parking space the person becoming the Owner thereof shall enter into a covenant with the Lessor to observe and perform in relation to that Flat and parking space stipulations in similar terms to those set out in the Sixth Schedule hereto to the intent that the Owner of any Flat and parking space may enforce the observance by the Owner of any other Flat and parking space of the said stipulations

(5) The Lessee is the holder of a share in the Lessor

(6) The Lessor and the Developer have agreed with the Lessee for the grant to the Lessee of a lease of the Demised Premises for the consideration at the rent and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of \_\_\_\_\_ pounds (£ \_\_\_\_\_) paid by the Lessee to the Developer by direction of the Lessor (the receipt whereof the Developer hereby acknowledges) and of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor HEREBY DEMISES unto the Lessee ALL THOSE the Demised Premises TOGETHER WITH the easements rights and privileges set out in the Fourth Schedule hereto TO HOLD the same unto the Lessee from the Twenty fourth day of June One thousand nine hundred and seventy six for the term of Ninety nine years YIELDING AND PAYING therefor during the said term the yearly rent as follows:-

(a) Thirty five pounds during the first twenty years of the term

(b) Sixty five pounds during the next forty year period

(c) One hundred and twenty pounds for the remainder of the term by equal quarterly payments in advance on the usual quarter days in each year free of all deductions whatsoever the first of such payments being a proportionate payment to be made on the execution hereof PROVIDED always that if at any time during the continuance of this Lease the rent hereby reserved would not (apart from the operation of this proviso) be less than two-thirds of the rateable value of the Demised Premises 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 then the rent payable hereunder shall thenceforth be limited to a sum equal to one pound less than two-thirds of the said rateable value SUBJECT to the rights set out in the Fifth Schedule hereto (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained

2. The Lessee HEREBY COVENANTS with the Lessor that the Lessee will observe and perform the obligations and restrictions on the part of the

Lessee set out in the Sixth Schedule hereto

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

4. The Lessee paying the rent hereby reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the Demised Premises for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it

5. 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 Premises or any part thereof in the name of the whole and thereupon 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

6. This Deed shall incorporate the regulation as to notices contained in Section 196 of the Law of Property Act 1925

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

(1) The Lessor shall keep a fund for the purpose of repairs management and other expenses in connection with the Property (in these presents called "the Management Fund")

(2) The receipts of the Management Fund shall be the payments receivable from the Lessee and the lessees of the other Flats under the provisions of Paragraphs (1) and (2) of Clause 15 of the Sixth Schedule hereto (and the corresponding provisions of the Leases of the other Flats) which shall be applied by the Lessor for the purpose of the Management Fund and for no other purpose

(3) The following payments only may be made by the Lessor out of the Management Fund:-

(a) All moneys expended in complying with the covenants on the part of the Lessor contained in the Seventh Schedule hereto including any tax assessment or outgoings charged or imposed upon the Lessor in respect of the Property or any part or parts thereof and paid by the Lessor (except only Landlords' Property Tax in respect of the rent reserved by these presents and by the Leases of the other Flats)

(b) The fees of any agent appointed by the Lessor to manage the Property and to collect the rents payable under the Leases thereof and the fee payable to such agent shall be such sum as may be agreed between the Lessor and such agent

(c) Provided nevertheless that the Lessor shall not be obliged to appoint any such Agent as aforesaid and if pending the appointment of such Agent and also if from time to time there shall be any vacancy in the office of Agent and the Lessor shall wish to do so the Lessor shall itself be entitled to exercise all the rights power and duties of such Agent and shall be entitled to charge and be paid a reasonable fee for so acting in the same way as if an Agent had been appointed as aforesaid

(4) Any sum standing to the credit of the Management Fund at the expiration of the term hereby created after making provision for all outstanding liabilities shall be distributed between the Lessee and the lessees of other Flats in the proportions mentioned in paragraph (2) of Clause 15 of the Sixth Schedule

(5) The Lessor shall keep or cause to be kept proper accounts of the Management Fund as hereinafter mentioned and the Lessee shall be furnished with a copy or sufficient abstract of such accounts not less frequently than once in each year

8. The Developer hereby covenants with the Lessee that during any such time as any Flat on the Property has been constructed and is substantially completed but in respect of which no Lease has been granted within one month thereafter to pay a contribution in respect of the same to the Management Fund as provided in Clause 15 (3) of the Sixth Schedule hereto Provided nevertheless that the Developer shall not be required to make any contribution to the Management Fund in advance and shall only be required to pay a due proportion for the period from one month after any such Flat has been substantially completed as aforesaid up to the time of such Lease being granted

9. 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 the aggregate amount or value of the consideration (other than the rent) exceeds

IN WITNESS whereof the Lessor and the Developer have caused their respective Common Seals to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first above written

THE FIRST SCHEDULE above referred to

The Property

ALL THAT piece or parcel of land situate at Stratton Saint Margaret Wiltshire TOGETHER WITH the flats erected thereon ALL WHICH said property is shown edged red on the plan annexed to the Head Lease

THE SECOND SCHEDULE above referred to

The Reserved Property

FIRST ALL THOSE the grassed areas paths driveways forecourts dustbin enclosures landings and where applicable drying areas lifts and lift shafts (if any) and screen walls and fences forming part of the Property and SECONDLY ALL THOSE the halls staircases landings and other parts of the buildings containing Flats forming part of the Property which are used in common by the owners or occupiers of any two or more of the Flats and THIRDLY ALL THOSE the main structural parts of the buildings containing Flats forming part of the Property including the roofs and foundations the concrete beam floors and the external parts (and also including the frames of any external windows of the Flats but not the glass in such windows and not the interior faces of such of the external walls as bound the Flats) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one Flat and the joists or means to which is attached the ceiling of Flats on the top floors of the said buildings including any part of the Property not demised by any other Lease

THE THIRD SCHEDULE above referred to

The Demised Premises

FIRST ALL THAT floor Flat forming part of the Property and being one of the Flats being Flat Number known as Number ALL WHICH said Flat is delineated on the plan annexed hereto and thereon edged red TOGETHER WITH the ceilings and floors of the said Flat but not (in the case of Flats on the top floor of the building) the joists to which the ceilings are attached (but excluding the ceiling and ceiling fixings of any Flat below) and including the interior plaster of the external walls and further the internal

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walls dividing the rooms and parts of the said Flat and one half (severed vertically) of the internal walls of the said Flat dividing the said Flat from any other Flat or common parts of the Property AND TOGETHER with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the said Flat but no others EXCEPT AND RESERVED from the demise the main structural parts of the building of which the said Flat forms part including the roof foundations concrete beams and external parts thereof but not glass of the windows of the said Flat

SECONDLY ALL THAT the land forming part of the Property intended for use as a Parking Space ALL WHICH said piece of land is also delineated on the said plan annexed hereto and thereon edged red and Numbered Parking Space

THIRDLY ALL THAT portion of land (if any) in the case only of a ground floor Flat intended for use as a lawn abutting upon such Flat stippled with black dots and also edged red on the said plan (hereinafter referred to as "the lawn")

FOURTHLY the rights specified in the Fourth Schedule hereto

FIFTHLY the benefit (so far as it relates to the Demised Premises) of the covenant on the part of the Developer contained in the Head Lease for the construction of the culs-de-sac known as Charminster Close and the footpaths linking the same therein mentioned and for the maintenance of the same and the indemnity against all actions costs claims and demands in respect of the same as therein mentioned

THE FOURTH SCHEDULE above referred to

Rights included in the demise

1. A right of way on foot and with vehicles where the same are appropriate over the culs-de-sac known as Charminster Close and the footpaths linking the same and such other roads and ways on the Developer's Nythe Estate which may not already be public highways and which connect the Demised Premises with existing public 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
2. Full rights and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night to go pass and repass on foot and with vehicles over and along the driveways of the Property to the extent necessary for the purpose of domestic use and convenience incident to the occupation of the Demised Premises only and on foot only over and along the paths and common entrances of the Property and the common passages landings staircases and lift (if any) in the block of which the demised Flat forms part leading to the Demised Premises
3. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) to use the lawns and gardens of the Property for the purpose of rest and quiet recreation (not involving the playing of games) subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe Provided nevertheless that this right shall only apply to such lawns and gardens as shall be intended to be for the use of all of the said Flat owners and not to any lawns or gardens which are shown stippled in black dots on the said plan And Provided Further that nothing herein contained shall be deemed to prevent or restrict the Lessor from dedicating any grassed area forming part of the Property to the Local Authority as a Public Open Space
4. The right to subjacent and lateral support and shelter and protection from the elements for the Demised Premises from the other parts of the Property and from the foundations and roof thereof
5. The free and uninterrupted passage and running of water soil and

electricity and telephone and television services from and to the Demised Premises through and along the sewers drains and watercourses gutters cisterns cables pipes and wires used by the Demised Premises in common with other parts of the Property which now are or may at any time within eighty years from the date of commencement of the term of years created by this Lease (which period shall be the perpetuity period applicable to this Lease) be in under or passing through the Property or any part thereof or now laid and serving the Property

6. All such other rights easements and quasi easements as now belong to or are enjoyed by the Demised Premises over along or through other parts of the Property

7. The right to connect television receiving apparatus with the television aerial provided on the Property by means of connections provided in the Demised Premises

8. The benefit of the respective covenants obligations and restrictions contained in the Leases of any of the other Flats on the Property granted or within the said period of eighty years to be granted by the Lessor so far as such covenants 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

9. The right (in common as aforesaid) for the Lessee's visitors and others authorised by him to park private motor vehicles on any part of the casual parking areas shown on the plan attached hereto (which is not at the time occupied by other motor vehicles) for temporary purposes only and not exceeding twelve hours continually at one time

10. Such rights of access to and entry upon other parts of the Property as are necessary for the proper performance of the Lessee's obligations hereunder

11. The right for the Lessee in common with the lessees of the other Flats to place refuse from the Demised Premises in the receptacles provided in the area marked "bins" on the said plan TOGETHER with all necessary rights of way over only the roads and footpaths leading thereto

12. If and so far as the Flat hereby demised shall comprise any Flat over any ground floor Flat which has a lawn as thirdly indicated in the Third Schedule hereto but not further or otherwise there shall be included in this demise a right for the owners and occupiers for the time being of the Demised Premises to place a temporary ladder or other structure on the said lawn for the purpose only of cleaning and repairing the windows in the Flat hereby demised but subject to the person or persons exercising such right making compensation for any damage thereby occasioned

13. The right in common with the lessees of the other Flats to use the drying area or areas shown on the said plan and the equipment thereon for the purpose only of drying clothes subject to the same not already being occupied or used at that time by the Lessee or occupier of any other flat and subject also to any regulations which the Lessor may from time to time make for the use of such drying area or areas and the equipment thereon

THE FIFTH SCHEDULE above referred to

Rights to which the Demise is subject

1. Easements rights and privileges over and along and through the Demised Premises similar in all respects mutatis mutandis to those set forth in Paragraphs 4 5 6 and 10 of the Fourth Schedule for the benefit of the Property and any part or parts thereof (other than the Demised Premises) and of any other land adjoining or near to the Property capable of being benefitted

2. Power for the Lessor and its Surveyors and Agents with or without workmen and others at all reasonable times on notice (except in the case

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of emergency) to enter the Demised Premises for the purpose of performing and observing its covenants and obligations hereunder on making good any damage thereby caused

3. The burden of any covenants entered into by the Lessor with the lessees of other Flats so far as such covenants are intended to bind the Demised Premises or the Lessee

4. Such rights of access to and entry upon the Demised Premises as are necessary for the proper performance of the obligations of the Lessor and of lessees of other parts of the Property under leases of such other parts

5. If the Demised Premises shall comprise a ground floor Flat and in respect of which there shall be included in this Lease any lawn but not further or otherwise there is excepted and reserved out of this demise in favour of the Lessor and the owners and occupiers for the time being of any Flat above the Flat hereby demised a right for the Lessor and such owners and occupiers (if so required) to place a temporary ladder or other structure on the said lawn for the purpose only of cleaning and repairing the windows of the Flats above the Demised Premises subject to the person or persons exercising such right making compensation for any damage thereby occasioned

THE SIXTH SCHEDULE above referred to

Covenants by the Lessee with the Lessor

1. To pay the said rent during the said term hereby granted at the times and in manner aforesaid without any deduction except as hereinafter mentioned

2. To pay and discharge and keep the Lessor indemnified from and against all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by statute or otherwise and whether of a national or local character and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time during the term payable in respect of the Demised Premises or any part thereof by the Lessor or the Lessee or the owner or occupier for the time being thereof Provided Always that if any such outgoings as aforesaid be assessed or charged upon the Property as a whole or any part thereof including the Demised Premises the Lessee shall be liable for such proportion thereof as the Surveyor for the time being of the Lessor shall certify to be reasonable

3. Not to injure cut or maim any of the walls timbers ceilings floors doors or windows of the Demised Premises

4. Not without the previous consent in writing of the Lessor to make or permit to be made any structural alteration or structural additions to the Demised Premises or the internal arrangements thereof or remove any of the Landlord's fixtures

5. To pay all costs and charges and expenses including Solicitors' costs and Surveyors' fees incurred by the Lessor for the purpose of or incidental to the preparation and service of a Notice under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

6. Forthwith after service upon the Lessee of any Notice affecting the Demised Premises served by any person body or authority (other than the Lessor) to deliver a true copy thereof to the Lessor and if so required by the Lessor to join with the Lessor in making such representations to any such person body or authority concerning any proposals affecting the Demised Premises as the Lessor may consider desirable and to join with the Lessor in any such appeal against any order or direction affecting the Demised Premises as the Lessor may consider desirable

7. During the last seven years of the term hereby granted not to



assign underlet or part with the possession of the Demised Premises or any part thereof or the said fixtures (if any) without the previous consent in writing of the Lessor such consent not to be unreasonably withheld

8. Not to assign underlet or part with the possession of part only of the Demised Premises

9. Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Lessor or its Solicitors either the original or a certified copy of every assignment assent transfer mortgage or legal charge of or relating to the Demised Premises and also every underlease of the Demised Premises for substantially the whole of the unexpired term and every assignment of such underlease and also every probate letters of administration order of court or other instrument effecting or evidencing a devolution of title as regards the term hereby granted or any such underlease as aforesaid for the purpose of registration and to pay to the Lessor or its solicitor a fee of Five pounds in respect of each document or instrument so produced

10. Not to use the Demised Premises nor permit the same to be used for any illegal or immoral purpose or for any purpose whatsoever other than as to the flat as a private residence in the occupation of one family only and not to use the Parking Space hereby demised for any purpose than for the purpose of parking a private motor vehicle nor to sub-let the Demised Premises or any part thereof for a period of less than three months

11. Not to do or permit to be done any act or thing in or upon the Demised Premises or any part thereof or any part of the Property which may be or grow to be a Damage nuisance or annoyance to the Lessor or any of the lessees or occupiers of the other Flats or parking spaces on the Property or to the neighbourhood or which may render void or voidable any policy of insurance on the Demised Premises or on any other Flat or the Property or any part thereof or may operate to increase the premium payable in respect thereof

12. From time to time and at all times hereafter during the said term to keep the Demised Premises and all walls party walls sewers drains pipes cables wires timbers floors ceilings and all windows doors and all glass therein and cisterns and sanitary fittings and appurtenances thereto belonging in good substantial and tenantable repair and condition and in particular so as to support shelter and protect the parts of the Property other than the Demised Premises and in such good substantial and tenantable repair and condition yield up the Demised Premises at the expiration or sooner determination of the term hereby created

13. Without prejudice to the generality of the previous sub-clauses once in every seven years of the term and also during the last three months or at the sooner determination thereof to paint all the inside wood and iron work usually painted of the Demised Premises with two coats of good paint in a proper and workmanlike manner and afterwards varnish the parts usually varnished and also whitewash and paint or paper all ceilings and walls as the same are now whitened painted or papered

14. To execute and do at the expense of the Lessee all such works and things whatever (other than as aforesaid) as may now or at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Demised Premises by the owner or occupier thereof

15. (1) To contribute and pay to the Lessor on account of the Management Fund as hereinbefore defined the yearly sum of One hundred pounds (or such sum as may be demanded by the Lessor) in advance by equal quarterly payments on the usual quarter days in every year the first payment being an apportioned part of the said Management Fund contribution calculated

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(2) credit of the liability the sums payable to one third therein as conclusive twenty eight forthwith mentioned

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16. To restrict regulation this Deed Such regulations to its the Lessee doing work employing been proposed under the

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from the date hereof to the next quarter day to be made on the execution hereof and any payment not made on the due date shall be forthwith recoverable by action and shall carry interest at the rate of Two per cent per annum above the minimum lending rate of the Bank of England at the time when such payment should have been made with a minimum of ten per cent per annum until payment

(2) In the event of the amount for the time being standing to the credit of the Management Fund being at any time insufficient to discharge the liabilities payable thereout to pay to the Lessor (in addition to the sums payable under sub-paragraph (1) hereof) such sum as is equivalent to one thirtieth part of the amount of the actual or anticipated deficiency therein as to which the Certificate of the Lessor or its Agents shall be conclusive Any sum payable under this provision shall be payable within twenty eight days of the demand therefor and if not so paid shall be forthwith recoverable by action and shall carry interest at the rate mentioned in sub-paragraph (1) hereof

(3) Provided nevertheless that the reference to a one thirtieth part of the actual or anticipated deficiency in the preceding sub-clause is based on the assumption that all of the Flats shown on the said plan will be constructed and fully completed and the foregoing contribution to such deficiency shall not apply until such time Pending the full completion of all such Flats the contribution to such deficiency to be made by the Lessee under the preceding clause shall be such fraction as the Flat hereby demised shall bear to the total number of Flats which shall have been constructed and are substantially completed at that time If at that time any Flat shall have been constructed and be substantially completed but in respect of which the Lessor has not within one month thereafter granted any Lease the Developer shall for the purpose of this sub-clause be deemed to be a Lessee of such Flat and as such shall make a contribution towards such Management Fund and any deficiency in such fund in respect of such Flat "constructed and substantially completed" in the context of this Lease shall mean any Flat in respect of which any work has been commenced beyond the stage of second fixing of carpentry

16. To comply with and observe all and singular the regulations and restrictions set cut in the Eighth Schedule or such other reasonable regulations which the Lessor may consistently with the provisions of this Deed make to govern the use of the Property or any part thereof Such regulations may be restrictive of acts done on the Property detrimental to its character or amenities Any costs charges or expenses incurred by the Lessor in preparing or supplying copies of such regulations or in doing works for the improvement of the Property providing services or employing gardeners porters or other employees shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under the Seventh Schedule

17. To permit the Lessor under the Head Lease the Lessor and its Surveyors and Agents with or without workmen at all reasonable times upon reasonable notice during the said term:-

(1) To enter upon and examine the condition of the Demised Premises and thereupon the Lessor may serve upon the Lessee notice in writing specifying any repairs necessary to be done and for which the Lessee is directly responsible under his covenants hereinbefore contained and requiring the Lessee forthwith to execute the same and if the Lessee shall not within twenty-one days after the service of such notice commence and proceed diligently with the execution of such repairs then to permit the Lessor and its Agents to enter upon the Demised Premises and execute such repairs and the cost thereof shall be a debt immediately due from the Lessee to the Lessor and be forthwith recoverable by action

(2) To enter into and upon the Demised Premises or any part thereof for the purpose of fulfilling any of its obligations hereunder or for repairing altering or amending part of the Property and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and good condition all sewers drains pipes cables watercourses gutters wires party structures or other conveniences and services common

to any part of the Property or belonging to or serving or used for the Property or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage water pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off the supply of water or electricity to the Demised Premises or any other Flat in the Property in the case of emergency or in respect of the supply of water only where the Lessee or the occupier of such other Flat as the case may be shall have made default in paying the water rate or any part thereof the person or persons exercising such right making good all damage thereby occasioned but without compensation for inconvenience thereby occasioned

18. (a) At the Lessee's own expense to obtain all necessary permissions and approvals under the Town and Country Planning Acts or otherwise for any additions and alterations to the Demised Premises authorised in writing by the Lessor which may be made from time to time during the said term and to produce to the Lessor or its Surveyor all such permission and approvals

(b) Not to do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises required to be omitted or done (as the case may be) by the Town and Country Planning Acts or Public Health Acts or which shall contravene the provisions of the said Acts or Bye-laws or any of them

(c) At all times hereafter to indemnify and keep indemnified the Lessor from and against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing done or omitted by or on behalf of the Lessee which shall contravene the said provisions of the said Acts or Bye-laws or any of them as aforesaid

19. Within seven days of receipt of notice or knowledge of the same by the Lessee to give to the Lessor full particulars of any notice order or proposal for a notice or order licence consent permission or direction made given or issued by any competent Authority under or by virtue of the Town and Country Planning Acts and Bye-laws affecting or relating to the Demised Premises At the request of the Lessor (but at the sole cost and expense of the Lessee) to make or join with the Lessor in making such appeal or objection or representation against or in respect of any such notice order proposal or direction or any refusal of or condition imposed under any such licence consent or permission as the Lessor shall reasonably deem expedient

20. At all times hereafter to observe and perform any restrictions covenants conditions and stipulations which are contained or referred to in the Registers of the Lessor's Title to the Property and in the Head Lease so far as the same are still subsisting and capable of being enforced and affect the Demised Premises

21. At the expiration or sooner determination of the said term to peaceably surrender and yield up to the Lessor the Demised Premises together with all additions thereto and all Landlord's fixtures and fittings (if any) in good substantial and tenantable repair and condition

#### THE SEVENTH SCHEDULE before referred to

#### Covenants by the Lessor with the Lessee

1. Subject to the due performance by the Lessee of his obligations to contribute to the costs and expenses of the Lessor as herein provided and except as regards damage caused or resulting from any act or default or negligence of the Lessee his servants or licensees the Lessor will whenever the Lessor its Agents or Surveyors for the time being consider it reasonably necessary maintain in good and substantial repair and condition:-

(a) The external walls and structure (including the frames of any external windows) and in particular the main load bearing walls and foundations roof storage tanks gutters and rainwater pipes of the Property and any boundary fences for which the Lessor may be liable including any screen walls or fences

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(b) The communal television aerial (if any) gas and water pipes ~~and~~ electric cables wires and lifts (if any) in under and upon the Property and enjoyed or used by the Lessee in common with the lessees of the other Flats in the Property

(c) The main entrances common passages landings and staircases and the floor coverings thereon and all other parts of the Property so enjoyed or used by the Lessee in common as aforesaid

(d) The drying area or areas shown on the said plan and such equipment thereon for the purpose of drying clothes as the Lessor shall from time to time consider it appropriate to provide thereon

2. To pay all water rates not charged upon the individual Flats

3. So far as practicable to keep clean and reasonably lighted the main entrances common passages landings staircases and other parts of the Property so enjoyed or used by the Lessee in common as aforesaid and will so far as is practicable maintain driveways and pathways and car parking spaces in good condition and keep the said garden reasonably cultivated and maintained in a reasonably neat and tidy condition and maintain suitable receptacles for the deposit of household refuse in the area marked "bins" on the said plan

4. The Lessor shall insure and keep insured (unless such insurances shall be vitiated by any act or default of the Lessee) all buildings for the time being on the Property in the joint names of all persons having any interest therein against loss or damage by fire storm flood impact or aircraft and such other risks as are included in a comprehensive policy at Lloyds or with some other insurance company of repute to an amount equal to the full replacement value thereof inclusive of Architects' and Surveyors' fees and shall also take out and keep on foot in the said names a policy of insurance in an insurance office of repute covering liability for injury to persons on the Property and shall make all payments necessary for those purposes within seven days after the same become payable and shall produce to the Lessee on demand the policies of such insurance and the receipt for every such premium

5. As often as any part of the Property is destroyed or damaged by fire storm flood impact or aircraft or such other risks as aforesaid the Lessor shall rebuild and reinstate the same in accordance with the bye-laws regulations and planning and development schemes of any competent authority for the time being affecting the same and it is hereby agreed that any moneys received in respect of the insurance above provided for shall be applied so far as the same shall extend in so rebuilding or reinstating the Property

6. The Lessor shall keep the Reserved Property and all fixtures and fittings therein and additions thereto in a good and tenantable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts PROVIDED that nothing herein contained shall prejudice the Lessor's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessor or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person

7. The Lessor shall before repairing any joist or beam to which is attached any ceilings of the Demised Premises and before carrying out any repairs or works to the Reserved Property for the carrying out of which it requires access to the Demised Premises give reasonable notice (and except in cases of extreme urgency at least forty eight hours notice) in writing to the Lessee The Lessor shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so to have any required access to the Demised Premises and shall act carefully and reasonably doing as little damage as possible to the Demised Premises and making good all damage done

8. The Lessor shall keep the hall stairs landings lifts (if any) and

passages forming part of the Reserved Property properly cleaned and in good order and shall keep adequately lighted all such parts of the Reserved Property as are normally lighted or as should be lighted

9. The Lessor shall arrange for the disposal of rubbish deposited by the Lessee in the dustbin enclosure provided

10. The Lessor shall pay the rent reserved by the Head Lease and shall perform and observe all the covenants on its part therein contained so far as neither the Lessee nor any other Owner of a Flat is liable for such performance under the covenants on his part contained in this or a similar Lease

11. The Lessor shall keep proper books of account of all costs charges and expenses incurred by it in carrying out its obligations under this Schedule and an account shall be taken on the Thirtieth day of September One thousand nine hundred and seventy seven and on the Thirtieth day of September in every subsequent year during the continuance of this demise and at the determination of this demise of the amount of the said costs charges and expenses incurred since the commencement of this demise or the date of the last preceding account as the case may be

12. The account taken in pursuance of the last preceding clause shall be prepared and audited by a competent accountant who shall certify the total amount of the said costs charges and expenses (including the audit fee of the said account) for the periods to which the account relates and the proportionate amount due from the Lessee to the Lessor pursuant to Clause 15 of the Sixth Schedule

13. The Lessor shall within two months of the date to which the account provided for in Clause 11 of this Schedule is taken serve on the Lessee a notice in writing stating the said total and proportionate amounts certified in accordance with the last preceding clause

#### THE EIGHTH SCHEDULE before referred to

##### Regulations

1. Not to play or use or permit to be played or used any piano or other musical instrument gramophone wireless or television loud speaker or mechanical instrument of any kind nor to sing or carry on loud conversation or allow the same to be done in the Demised Premises between the hours of Twelve midnight and 8.00 a.m. nor at any other time so as to cause damage nuisance or annoyance to the Lessor or the lessees or occupiers of any other part of the Property

2. Not without the previous consent of the Lessor in writing to place or permit to be placed any name writing drawing signboard plate or placard of any kind in or upon or from the external walls or any window on the exterior of the Demised Premises or so as to be visible from the outside of the Property

3. Not to hang or expose any clothes washing rugs mats or carpets or to place any flower box flower pots or other like object outside the Demised Premises or permit the same to be done and no mat rug or carpet shall be shaken from the windows of the Demised Premises nor washing hung in the garden

4. Not without the previous consent in writing of the Lessor first obtained (which consent may be revoked at any time) to allow or permit any cat dog or other domestic pet in or upon the Demised Premises or the buildings or grounds used in common with the other lessees and in the event of such consent being granted to keep such cat dog or other domestic pet under control at all times

5. Not to erect or permit to be erected any external wireless or television aerial upon the Demised Premises and to fit suppressors to all electrical apparatus

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6. Not to permit any vehicles goods or articles to obstruct encumber or interfere with the access or egress from the common main entrances common passages landings and staircases of the Property or any drives paths or parking spaces on the Property or the gardens thereof

7. Not to leave refuse anywhere on the Property except in receptacles approved by the Lessor in the area marked "bins" on the said plan and keep the said area clean and tidy

8. Not to fell cut down lop top pick or carry away any timber or other trees shrubs flowers bulbs or other plants whatsoever now growing or being or which shall at any time or times during the said term grow or be upon any part of the Property

9. Not to make or permit or suffer to be made any alteration to the external walls of the Demised Premises

10. Not to use the Demised Premises or permit them to be used for any purpose of an improper unpleasant noisy or noxious nature

11. Not to make or allow any person or persons child or children under his control to make undue noise in or about the Property or any part thereof or (in respect of any part of the stairways halls and passages used in common with others) to loiter or play therein or thereon

12. Not to permit water or other liquid to soak through the floors of the Demised Premises and in the event of such happening without prejudice to the Lessor's rights under the Lease immediately to rectify and make good all damage and injury thereby caused to the Property or any part thereof

13. Not to throw or permit to fall from any window any substance or thing

14. To clean the outsides and insides of the windows of the Demised Premises at least once a month

15. Not to do or permit to be done any repairs of any sort or kind (except minor running repairs) to any motor car or other mechanically propelled vehicle in or upon the Demised Premises or the Property or any part thereof nor to test or leave running the engine of any such motor car or vehicle except so far as may be necessary for entering or leaving the Demised Premises

16. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises

17. (a) Not to erect on the Demised Premises any garage or other similar building and not to use the land hereinbefore secondly demised for any other purpose than for the parking of a private motor vehicle

(b) To keep the land hereinbefore secondly demised clean and tidy open unfenced and unbuilt upon

18. Not to keep any petrol or lubricating oil in or upon any part of the Property apart from any petrol in the tank of the Lessee's motor vehicle and any oil which may be contained in the mechanism of such vehicle and to take all reasonable and proper precautions against fire occurring on the Demised Premises

19. If and so far as this Lease shall comprise any ground floor Flat and in respect of which a lawn shall be included in this demise but not further or otherwise to keep such lawn as a grassed area only and the grass properly cut and trimmed and at all times to keep the same tidy and open and unenclosed Provided that the Lessee shall be entitled (if he so desires) to construct in such a lawn a small flower border abutting

...the building of the flat but below the level of the damp course and  
...surrounding a size which may from time to time be laid down by the  
Lessor and in such case the Lessee will at all times keep such flower  
border tidy and properly cultivated and the Lessee shall also be entitled  
(if he so desires) to plant in such lawn not more than three flowering  
shrubs provided that such shrubs shall be kept properly trimmed so that  
they do not exceed a height of more than approximately four feet six  
inches. At no time will the Lessee permit such lawn to be used for the  
drying of clothes or for any purpose which shall be a nuisance or annoyance  
to the Lessor or the owners or occupiers of any other part of the Property.

20. Not without the written permission of the Lessor to bring on to the  
Property any caravan boat or other vessel

21. To use the said drying area or areas for the purpose only of drying  
clothes and in a reasonable manner having regard to the requirements of  
the lessees of the other flats and in accordance with any regulations  
which the Lessor may from time to time make concerning the same

22. see next page

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

Directors

Secretary

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

Director

Secretary

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22. Not to remove or fasten back the inner door between the lobby and hall of the flat and to maintain at all times a notice on such door containing the words "Fire door - keep closed"