

DATED 24th June 1996

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF WANDSWORTH

-to-

NAVARRE LIMITED

LEASE

92 Nantes Close, London S.W.18.
in the London Borough of Wandsworth

X. 7.5. 92Nantes/XF
LEASES/SALES

	shaded on Plan No.1
“General Management Area”	the Parking Spaces the Amenity Lands and the dustbin store shop hatched on Plan No. 1 and office stores and associated buildings
“Property”	the premises hereby transferred more particularly described in the First Schedule hereto
“Landlord”	shall include the person or persons for the time being entitled to the reversion immediately expectant on the determination of this Lease
“Tenant”	shall where the context so admit include their his or her successors in title and where ii-Tenant consists of two or more persons all covenants by and wit the Tenant shall be deemed to bE by and with such persons jointly, and severally
“Adjoining .Land of the Landlord”	any adjoining or neighbouring land or buildings in which the landlord has for the time being the freehold or a leasehold interest
“Property”	the flat described in the First Schedule hereto
“Company’ s Lease”	the Lease of the General Management Area granted by the Landlord to the Company for a term of 125 years
“Service Charge	the contributions referred to ir Clauses <i>Lj</i> and 7 and the Fifth ar Sixth Schedules hereto

2. The Company joins in this Deed in order to provide for the administration and maintenance of the structure of the Mansion and the General Management Area

3. The Landlord has:

(i) in the case of the flats in the Mansion either previously granted leases or intends hereafter to grant leases thereof in substantially the same or as near the same form as the circumstances may admit or require containing the restrictions and regulations set out in Parts I and II of the Second Schedule hereto and other restrictions regulations covenants and

conditions as hereinafter set out to the intent that any lessee for the time being of any flat in the Mansion may be able to enforce the observance of the said restrictions regulations covenants and conditions by the lessees or occupiers for the time

being of the other flats in the Mansion and to the intent that

any lessee for the time being of any flat in the Mansion may be

able to enforce the observance of the restrictions and regulations set out in Part I of the Second Schedule hereto and the restrictions regulations covenants and conditions relating to the use maintenance and enjoyment of the General Management Area and the Estate by the owners lessees or occupiers for the time being of the Houses

(ii) in the case of the Houses either previously sold the same by way of the transfer of the freehold interest therein or the grant of a lease thereof for a term of 125 years or intends hereafter to transfer or grant leases of the Houses in Substantially the same form as this deed or as near the same form as the circumstances may admit or require containing inter alia the restrictions and regulations set out in Parts I of the Second Schedule hereto and other restrictions regulations covenants and Conditions relating to the use maintenance and enjoyment of the General Management Area and the Estate to the intent that any owner or lessee for the time being of any House may be able to enforce the observance of the restrictions and regulations set out in Part I of the Second Schedule hereto and other restrictions regulations covenants and conditions relating to the use maintenance and enjoyment of the General Management Area and the Estate and the said restrictions regulations covenants and conditions by the lessees or occupiers of the flats in the Mansion and the owners lessees or occupiers for the time being of the Houses

And the Landlord has agreed that at any time before the lease or transfer of any flat in the

Mansion or House has been executed or otherwise the Landlord retains or has possession or the right to possession of any flat in the Mansion or House the Landlord shall assume all the responsibilities and obligations of a lessee or transferee (as the case may be) as if the Landlord was the lessee or transferee of any such flat in the Mansion or House as set out in this Lease and the transfers and leases of the Houses

N O W T H I S D E E D W I T N E S S E T H as follows:

1. In consideration of the sum of FORTY EIGHT THOUSAND pounds (~.48,000) now paid by the Tenant to the Landlord (the receipt whereof is hereby acknowledged) and of the rents of the covenants on the part of the Tenant and conditions hereinafter reserved and contained the parties hereby agree and covenant as follows:

(i) the Landlord with full Title Guarantee and pursuant to Section 32 of the Housing Act 1985 and the Company for the purposes of granting those easements rights and privileges contained in the Third Schedule relating to the General Management Area HEREBY DEMISE unto the Tenant ALL THAT the Property TOGETHER with the easements rights and privileges mentioned in Third Schedule hereto BUT SAVE AS AFORESAID not including in this demise any rights liberties privileges easements or advantages in respect of any Adjoining Land of the Landlord AND EXCEPT AND RESERVING as specified in the Fourth Schedule hereto and SUBJECT TO the matters mentioned in the Second Fifth and Sixth Schedules and to the burden of the covenants already entered into by the Landlord with the lessee or occupier of any flat in the Mansion or with the lessee freehold owner or occupier of any House TO HOLD the same unto the Tenant for a term of 125 years commencing on the 26th day of June 1987 YIELDING AND PAYING THEREFOR the yearly rent of a peppercorn (if demanded)

2. The Tenant HEREBY COVENANTS with the Landlord and as separate covenants severally with the Company the lessees of the other flats in the Mansion and (where appropriate) the lessees and owners of the freehold interest in the House as follows:

(i) To pay all rent rates taxes assessments charges (including those referred to in clause 4 hereof) impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Property or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of premises of which the Property forms part to pay the proper proportion attributable to the Property

(ii) Not to make any structural alterations or structural additions to the Property nor to erect any new buildings thereon or remove any of the Landlord's fixtures and fittings without the previous consent in writing of the Landlord and to pay the Landlord's reasonable costs in connection with any licence issued in connection with this sub-clause

(iii) To pay all costs charges and expenses (including solicitors' costs and surveyors fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

(iv) Forthwith after service upon the Tenant of any notice affecting the Property served by any competent authority (other than the Landlord) to deliver a true copy thereof to the Landlord and the Company and if so required by the Landlord or the Company to join the Landlord or the Company in making such representations to any such authority concerning any proposals affecting the Property as the Landlord or the Company in any appeal against any order or direction affecting the property as the Landlord or the Company may consider desirable

(v) To permit the Company by its agents officers servants workmen and others at all reasonable times upon notice (except in case of emergency) to enter upon the Property to examine the state and conditions thereof

(vi) At the expiration or sooner determination of the said term quietly to yield up to the Landlord the Property together with additions and improvements made thereto in the meantime and all fixtures of every kind in the Property which during the said term may be affixed or fastened to or upon the same except tenants fixtures

(vii) To keep the Property in good and tenantable repair and condition and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect (as appropriate) the parts of the Mansion other than the Property and to make good all damage occasioned whether to the Property or any part of the Mansion caused by any stopping up bursting leakage or overflow of water or any other substance in or from the Property or any part thereof (unless caused by the neglect or default of the Company in complying with its covenants herein) PROVIDED THAT the Tenant shall not be liable to make good any damage covered by insurance effected by the Company as hereinafter provided save where the insurance monies shall be irrecoverable in consequence of any act or default of the Tenant AND PROVIDED FURTHER THAT before repairing any drains pipes cables wires and other conduction media the Tenant shall give notice thereof to the Landlord and the Company (except in case of emergency) specifying the nature of the defect and damage thereto and in repairing the same will comply in all respects with the requirements of any local or statutory authority having jurisdiction in the matter

(viii) Not to store nor bring upon the Property any articles whatsoever of a specially combustible or inflammable nature and not to do nor permit to be done on the Property any act or

omission by reason of or in consequence of which any increased or extra premium may become payable or by virtue of which the insurance on the Property or the Mansion may become void or voidable

(ix) To notify the Landlord and the Company in writing within a reasonable period of any fire to the Property or other event likely to lead to a claim on the company's insurance relating to the Property

(x) not to do nor suffer to be done anything which might or prevent free access with or without vehicles to the entrance of the Mansion and not obstruct any passages footpaths or common parts of the Estate

(xi) not to erect nor cause nor permit to be erected upon the exterior of the Property or upon any exterior part of the Mansion any wireless or television or other aerial or other apparatus for receiving wireless telegraphic or other signals and not to cause nor permit any such aerial apparatus to project wholly or in part from the interior of the Property

(xii) With the object and intent and so as to bind the Property into whosoever hands the same may come and for the benefit of the Estate and every part thereof to observe and perform the restrictions and regulations set out in the Second Schedule hereto and such other restrictions and regulations as the Landlord or the Company shall from time to time impose

3. THE TENANT HEREBY COVENANTS severally with the Landlord and with the Company as follows:

(i) Not to transfer sublet or part with the possession of a part only of the Property as distinguished from the entirety thereof

(ii) not to transfer his interest in the entirety of the Property nor shall any assent be executed in respect of the Property unless contemporaneously with such transfer or assent:-

(a) the Tenant hands over to his transferee or person in whose favour the assent is executed the Tenants share in the Company together with a duly completed Stock Transfer form

(b) the transferee from the Tenant or person in whose favour the assent is executed executes and hands over to the Landlord and the Company deeds of covenant with the Landlord and the Company respectively that the transferee from the Tenant and his successors in title will at all times from the date of the transfer duly pay all sums payable under clause 4 hereof and observe and perform all the restrictions regulations covenants and conditions herein contained and on the part of the Tenant to be observed and performed (including this covenant and whether running with the land or of a purely personal or collateral nature) as to the same extent as if the transferee from the Tenant or the person in whose favour the assent is executed were the Tenants party to this Lease

(iii) Within 21 days after any permitted charge or devolution of the Property

(a) to give notice in writing of such charge or devolution and the name address and description of the chargee or person upon whom the relevant term may be devolved (as the case may be) to the Landlord and Company

(b) to produce to the Landlord's Solicitor a certified copy of the

instrument of charge or devolution

(c) to pay to the Landlord's Solicitor and to the Company a fee of ten pounds (£10) each together with any Value Added Tax payable thereon for the registration of such notice

(iv) not to transfer the share in the Company registered in the name of the Tenant to any person other than one in whom this lease is about to be vested

(v) that if at any time the Tenant is not the holder of one share in the Company the Tenant will upon being requested so to do in writing by the Company take a transfer of one share in the Company in any manner authorised by the Company's Articles of Association and will pay the nominal value of such share to such person as the Company shall in writing direct

(vi) that if at any time the Tenant (being the holder of one share in the Company) shall not be registered with the Company as the proprietor thereof the Tenant shall upon being requested so to do by the Company in writing apply to the Company to be so registered

(viii) to indemnify the Landlord and the lessees of the other flats in the Mansion and the lessees and owners of the freehold interest in the Houses in respect of all liability:

(a) to any owner tenant or occupiers of any flat in the Mansion or any other person company or authority incurred by reason of or arising out of:

(1) any defect in the Property or any part thereof which the Tenant is under the terms of this Lease liable to make good or in the Landlord's fixtures therein or in execution of any alterations to the Property

(2) any interference or obstruction by the Tenant of any right of light air passage or drainage or any other rights to the windows and openings now or hereinafter existing in any part of the Estate

(3) any stoppage or blockage of the drains and refuse chutes used in common with the lessees tenants or occupiers of the other flats in the Mansion arising out of the use made thereof by the Tenant or the occupier of the Property

(b) in respect of all actions proceedings costs claims and demands incurred by the Landlord or the Company or any other person in reference to any of the matters specified in (a) above

10

L~. THE TENANT HEREBY COVENANTS with the Company

(i) Subject to the provisions of Clause 7 hereof to

pay to the Company or as it shall direct the following amounts

(a) nought point two six one six per centum (0.2616%) of the cost expenses and outgoings incurred by the Company in complying with its obligations referred to in the Fifth Schedule hereto

(b) nought point two five five seven per centum (0.2557%) of the costs expenses and outgoings incurred by the Company in complying with its obligations referred to in

10

Sixth Schedule hereto

PROVIDED THAT the Company shall at any time during the term granted be entitled to vary the percentage payable herein in accordance with Clause 7(i)(g) hereof

5. THE LANDLORD HEREBY COVENANTS with the Tenant and as to sub-clauses (b) (c) and (d) hereof severally with the Company as follows:

(a) That the Tenant paying the rents hereby reserved and Performing and observing the several covenants conditions and agreements herein contained and on the Tenants part to be performed and observed shall and may peaceably and quietly hold and enjoy the Property during the said term without any lawful interruption or disturbance from or by the Landlord or any person or persons rightfully claiming under or in trust for it

(b) To require every person to whom they shall hereafter grant a lease of a flat in the Mansion or transfer or grant a lease of a House to covenant with the Landlord and the Company to Observe the restrictions and regulations set out in Part I of the Second Schedule hereto and other substantially the same restrictions regulations covenants and Conditions as set out herein or so far as they relate to the use maintenance and enjoyment of the General Management Area and the Estate PROVIDED THAT it is the intention of the Landlord to grant a lease of one of the one bedroom flats on the Estate to the Company for use as staff accommodation and in this case the restrictions regulation covenants and conditions shall be amended accordingly and there shall be no provision for payment of Service Charge by the Company but otherwise the lease shall be in accordance with the requirements of this sub-clause and PROVIDED FURTHER THAT at any time before the lease or transfer of any flat in the Mansion or House has been executed or

otherwise the Landlord retains or has possession or the right to possession of any flat in the Mansion or House the Landlord shall make such payments and observe and perform such obligations in respect of the General Management Area and the Estate as a lessee or transferee thereof would be liable to perform and observe if such flat in the Mansion or House had been so let or transferred

(c) To require every person to whom they shall hereafter grant a lease of a flat in the Mansion to covenant with the Landlord and the Company to observe substantially the same restrictions regulations covenants and conditions as set out herein (subject to the first proviso contained in sub-clause (b) above) and that at any time before the lease of any flat in the Mansion has been executed or otherwise the Landlord retains or has possession or the right to possession of any flat in the Mansion the Landlord shall make such payments and observe and perform such obligations in respect of such flat in the Mansion as a lessee thereof would be liable to observe and perform if such flat in the Mansion had been so let

(d) to maintain in good repair and condition and properly lighted the roads and footpaths known as Bartholomew Close GarriCk Close Turenne Close Nantes Close and Rochelle Close and other footpaths which are not on the Estate but which serve properties on the Estate until such time as these shall be adopted by the Landlord as roads and footpaths maintainable at public expense and in this connection within a reasonable time of completion of these roads and footpaths to take all necessary steps to carry out all necessary works to serve all necessary notices and to do all necessary things so as to enable these roads and footpaths to become so adopted and maintainable without cost or expense to the lessees or transferees of flats in the Mansion or Houses or the Company

(e) if so required by the Tenant to enforce the restrictions regulations

covenants and conditions on the part of the lessee of any other flat in the Mansion as set out herein on the Tenant's indemnifying the Landlord against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Landlord may reasonably require

(f) if so required by the Tenant to enforce the restrictions regulations set out in Part I of the Second Schedule hereto and other restrictions regulations covenants and conditions on the part of the transferee or lessee of any House relating to the use maintenance and enjoyment of the General Management Area and the Estate on the Tenant indemnifying the Landlord against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Landlord may reasonably require

(g) if the Company shall fail to perform any of its obligations hereunder the Landlord on the request in writing of not less than one third of the lessees of those flats in the Mansion and lessees and owners of those Houses which have been let or transferred by the Landlord shall perform any such obligation or obligations PROVIDED THAT it shall be a matter for the Landlord in its absolute discretion to decide whether or not the Company shall have failed to perform any of its obligations AND PROVIDED FURTHER THAT if the Landlord shall take over the Company's functions or any of them under this sub-clause then the Landlord shall stand in the shoes of the Company for the purposes of the function or functions in question and the Landlord shall be entitled to recharge and recover the cost thereof from the Tenant and in that event the references in this transfer to this Company shall be deemed to be references to the Landlord

(h) if the Tenant or his personal representative desire to transfer the Tenant's interest herein then if he shall procure that his transferee shall enter into and hand over to the Landlord a deed of covenant in accordance with Clause 3(ii)(b) hereof then the Landlord shall upon

completion give to the Tenant; a certificate consenting to the transfer in accordance with Clause 8 hereof (but not otherwise releasing this restriction) and shall at the expense of such transferee and if so required enter into fresh covenants with such transferee in the same terms as the Landlord's covenants in this Lease (including this sub-clause)

6. The Company HEREBY COVENANTS severally with the Landlord and the Tenant

(i) to observe and perform the obligations set forth in the Fifth and Sixth Schedules hereto PROVIDED THAT the Company shall not be responsible for carrying out any works which are the responsibility of the Tenant under the terms of this lease AND PROVIDED FURTHER THAT the liability of the Company under the terms of this sub-clause shall be limited to those parts of the Estate which shall have been completely constructed by the Landlord or its contractors and where the flats in the Mansion and Houses on that part of the Estate shall be completed ready for occupation and it shall be a matter for the Landlord in its absolute discretion to decide whether or not any part of the Estate shall have been so completed

(ii) If so required by the Tenant to enforce the restrictions regulations covenants and conditions on the part of the lessee of any flat in the Mansion as set out herein on the Tenant indemnifying the Company against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Company may reasonably require

(iii) If so required by the Tenant to enforce the restrictions and regulations set out in Part I of the Second Schedule hereto and other restrictions regulations covenants and conditions on the part of the transferee or lessee of any House relating to the use maintenance and enjoyment of the General Management Area and the Estate on the Tenant indemnifying the

Company against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Company may reasonably require

(iv) If the Tenant or his personal representative shall desire to transfer the Tenant's interest herein then if he shall procure that his transferee shall enter into and hand over to the Company a deed of covenant in accordance with Clause 3(ii)(b) hereof then the Company shall upon completion give to the Tenant a certificate consenting to the transfer in accordance with Clause 8 hereof (but not otherwise releasing the restriction) and shall at the expense of such transferee and if so required enter into fresh covenants with such transferee in the same terms as the Company's covenants in this lease (including this sub-clause)

7. PROVIDING ALWAYS AND IT IS HEREBY AGREED AND DECLARED

between the parties hereto as follows:

(i) that the payment of the Service Charge shall be subject to the following terms and conditions and for the purposes of this sub-clause the following expressions shall have the following meanings ascribed to them

Expression	Meaning
"Certificate"	A certificate signed either by a person qualified to act as an auditor under the provisions of Section 161 of the Companies Act 1948 or by a person who is a member of the Chartered Institute of Public Finance and Accountancy certifying the amount of the Service Charge payable
"Financial Year"	The period from the first day of January to the thirty first day of December in each year or such other annual period as the Company may in its discretion from time to time determine as being that in which its accounts shall be made up

“Expenses Outgoing and Other Heads of Expenditure”

The expenses and outgoings disbursed incurred or made as a result of the Company’s obligations under the provisions of Clause 6(i) hereof and more particularly described in the Fifth and Sixth Schedules hereto and also such reasonable part of these expenses and outgoings which are of a periodically recurring nature (whether or not recurring by regular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Company or their Agents may in their absolute discretion allocate to the Financial Year in question as being both fair and reasonable in the circumstances

“Advance Payment”

One half of the amount of the Expenses Outgoings and Other Heads of Expenditure for the Financial Year in question as the Company or their agents shall from time to time in their absolute discretion specify as being fair and reasonable

and the Company HEREBY COVENANTS to comply with the same that is to say:—

(a) The amount of the Service Charge shall be ascertained and certified annually by the Certificate so soon after the end of the Financial Year as shall be practicable and shall relate to such Financial Year in manner hereinafter mentioned

(b) A copy of the Certificate for the Financial Year Shall be supplied by the Company to the Tenant as soon after the ~‘fld of the Financial Year as is practicable

(c) The Certificate shall contain a fair summary of the Expenses Outgoings and Other Heads of Expenditure during the Financial Year to which it relates and shall specify under which Schedule hereof the Company purports to recharge the Expenses Outgoings and Other Heads of Expenditure and the Certificate (or a copy thereof duly certified by the person by

whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify

(d) Both on the twenty fourth day of June and the twenty fifth day of December (or in the event of an alteration in the period of the Financial Year on the quarter day that shall immediately precede the beginning thereof and on the quarter day next but one thereafter) of every year during the term the Tenant shall pay to the Company the Advance Payment in advance and on account of the Service Charge for the Financial Year next ensuing after the first day of January (or the quarter day immediately preceding the beginning of the Financial Year as the case may be)

(e) The Certificate shall give credit for any Advance Payment made by the Tenant in respect of that Financial Year and within 14 days of the furnishing of the copy Certificate there shall be paid by the Tenant to the Company the Service Charge or any balance found payable or there shall be allowed by the Company to the Tenant any amount which may have been overpaid by the Tenant by way of Advance Payment as the case may require PROVIDED ALWAYS that the provisions of this sub-clause shall continue to apply notwithstanding the expiration or sooner determination of the term but only in respect of the period down to such expiration or sooner determination

(f) If the Tenant shall not have paid to the Company any sums of money due under clause 4 within 14 days of the same having been demanded then the Company shall be entitled to charge interest thereon at the rate of 6% above the Base Rate for the time being of Barclays Bank Limited until the sum of money shall actually be paid to the Company and this interest shall then become due and payable by the Tenant forthwith

(g) If in the opinion of the Company it should become equitable to do so by virtue of any of

the flats in the Mansion or the Houses ceasing to exist or becoming uninhabitable or not yet having been completed by the Landlord or for any other reason then the Company shall recalculate the percentage contributions appropriate to the Flats in the Mansion or Houses (as appropriate) including the Property on an equitable basis and shall notify the Landlord and the Tenant in writing accordingly and in that event then from the date of that notice the new percentage so notified shall be substituted for the figure or figures set out in Clause 4 hereof and all references herein to the percentage of the Service Charge payable by the Tenant shall be construed as reference to that new percentage until such time as a fresh notice hereunder shall be served and the appropriate percentages shall be calculated and the necessary notices served in respect of the other flats in the Mansion and Houses (if appropriate) PROVIDED THAT the Company shall take into account any insurance monies received in respect of its insurance against loss of Service Charge when considering whether to vary the Percentage hereunder

(ii) that if the rents hereby reserved or any part thereof be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Tenant herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's Covenants or the condition herein contained

(iii) (a) if the whole or any part of the Property is destroyed or damaged by fire or other risks normally by the Company's insurance of the Mansion so as to be unfit for residential occupation then (unless the insurance monies are irrecoverable by reason of any act or omission of the Tenant) the rent and Service Charge payable under this Lease or a fair proportion of them according to the nature of the destruction or damage sustained shall cease to be payable until the Property or the part of the Property which was destroyed or damaged is again fit for use such

abatement to be in full satisfaction of all claims for damage by the Tenant against the Landlord arising out of such destruction or damage

(b) Any dispute as to the amount of any abatement under this sub-clause shall be referred to a person appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator

(iv) Nothing herein contained and no consent given hereunder shall be deemed to be a consent or approval of the Landlord in any capacity other than as Landlord of the Property

(v) The Company or the Landlord may at any time or times during the term hereby granted in the interest of good estate management impose such additional restrictions and regulations of general application relating to the Mansion the General Management Area or the Estate generally as they may in their absolute discretion think fit in addition to or in place of the restrictions and regulations set out in the Second Schedule hereto and the said additional restrictions and regulations shall take effect from the date that the same shall be entered by either the Landlord or the Company in either of the books kept for this purpose by the Landlord and the Company which books shall be available for inspection at all reasonable times of the day by the Tenant

(vi) That it is their intention that the Tenant accepts the grant of this lease upon the express understanding that each lessee of a flat in the Mansion and each transferee or lessee of a House is to have the benefit of the restrictions regulations covenants and conditions binding on all other lessees or transferees of flats in the Mansion or Houses whether such flats or Houses were let or transferred before or after the date of the lease or transfer to any such lessee or transferee by the Landlord

(vii) Any consent approval determination authority or notice required to be given by the Landlord shall be in writing and any notice to the Landlord shall be in writing and shall be deemed to be sufficiently served if sent by recorded delivery Post and addressed to the Solicitor to the Council at the Town Hall Wandsworth London SW18 2PU and any notice to the Tenant shall be deemed to be sufficiently served if left or sent by recorded delivery post to him at the Property or at his last known address

8. The Landlord and the Company hereby apply to the Chief Land Registrar for the entry and the Tenant hereby consents to the entry of the following restrictions against the title of the Property

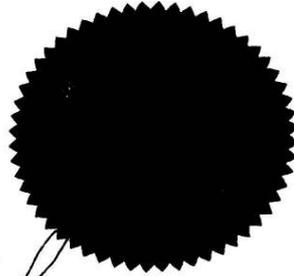
“Except under an Order of the Registrar no transfer or assent by the proprietor of the title or his personal representative is to be registered without the consent of the Company”

“Except under an Order of the Registrar no transfer or assent by the proprietor of the title or his personal representative is to be registered without the consent of the Landlord

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 exceeds £60,000

I N W I T N E S S whereof the parties certify that there is no agreement for lease to which this lease gives effect and the Landlord and the Company and the Tenant have executed this deed the day and year first above written

THE COMMON SEAL of the COMPANY)
was hereunto affixed in the)
presence of:



Charles

Director

[Signature]

Marion F. J.

Secretary

Margaret Burke
Bello Commercial Co

THE COMMON SEAL of the TENANT
was hereunto affixed in the
presence of:

Director

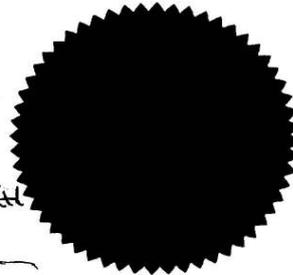
[Signature]

Secretary

Margaret Burke
Bello Commercial Co

Charles

Marion F. J.



THE FIRST SCHEDULE

The Property

ALL THAT premises shown edged in red on Plan Nos. 2 annexed hereto known as Flat No. 92 Nantes Close and being on the first floor of the Mansion including (for the purposes of obligation as well as grant):

(1) the interior part of the window frames and the glass in the windows of the Property and the interior of the front door and door frame of the Property

(ii) the interior faces of such part of the external or internal walls floors or ceilings as bound the Property or the rooms therein and the interior non-structural walls of the Property

(iii) all the drains channels watercourses gas and water pipes electric cables wires and supply lines and other conduction media in under upon or installed in or affixed to and exclusively serving the Property

(iv) the Landlord¹'s fixtures and fittings sanitary apparatus and appurtenances installed in or affixed to the Property EXCEPT AND RESERVING from the Property the exterior of the windows to the Property the exterior of the front door and door frames of the Property and the main structural parts of the Mansion including the roof foundations any part or parts of the Mansion lying above or below the aforementioned faces of the ceilings or the floors respectively and the external and common parts thereof

THE SECOND SCHEDULE

Restrictions and Regulations imposed in respect of the Property

PART I

1. Not to use the Property nor permit the same to be used for any purpose whatsoever other than as a single private dwellinghouse and in particular but without prejudice to the generality of the foregoing not to carry on in the Property or in any part thereof any business nor to use the Property for any purpose from which a nuisance can arise to the owners lessees and occupiers of the other dwellings on the Estate or for any illegal or immoral purpose

2. Not to leave litter in or on any part of the Estate other than the Property nor to behave nor permit any person residing with the Tenant to behave in a noisy unreasonable or objectionable manner or so as to cause nuisance or discomfort to the owners lessees and occupiers of the other dwellings on the Estate

3. Not to play nor permit to be played any gramophone wireless loudspeaker or mechanical or other musical instrument of any kind nor to practice nor permit to be practised any singing in the Property so as to cause annoyance to the owners lessees and occupiers of the other dwellings on the Estate

4. Not to display any nameboard sign or similar notice of any kind so as to be visible from outside the Property PROVIDED THAT nothing herein contained shall prevent the Tenant from displaying One flat notice board no greater than 3 feet square advertising that the Property is being offered for sale

5. Not to expose or hang any clothes or other articles Outside the Property

6. Not to shake or beat any mats or carpets out of the windows of the Property
7. Not to use any electrical device which has not an effective suppressor fitted thereto
8. To furnish all the windows of the Property with curtains or other draperies of a colour and design suitable to the Mansion and to clean the windows of the Property at least once every month
9. To use the Parking Space allocated to the Property (if any) for the purposes of parking a single motor vehicle caravan or boat only

PART II

10. Not to throw dirt rubbish rags or other refuse nor permit the same to be thrown into sinks baths lavatories cisterns or waste or soil pipes of the Property
11. Not to keep any animal in the Property without the written consent of the Company which consent may be revoked at the discretion of the Company
12. Not to suspend nor permit to be suspended any excessive weight from the main structure of the Mansion or the Property

THE THIRD SCHEDULE

Easements Rights and Privileges Transferred

1. Full right and liberty together with all persons authorised by him (in common with the Landlord and all other persons entitled to the like right) at all times by day or by night and for all purposes in connection with the use and enjoyment of the Property to go pass and repass on foot only over and along the forecourt and through and along the main entrances of the Mansion and the passages landings and staircases leading to the Property and the common accessways and footpaths shaded on Plan No.1 and the right also to use the garden areas horizontally lined on Plan No.1 except the garden areas at the front of numbers 1 to 167 (odd) Bartholomew Close and numbers 1 to 94 Nantes Close) for the purposes of recreation in common with the other residents on the Estate

2. The right to subjacent and lateral support and to shelter and protection for the Property from the other parts of the Mansion and from the site and roof thereof

3. The right in common with the Landlord and all other persons entitled thereto to the free and uninterrupted passage and running of water and soil gas electricity and other services from and to the Property through the sewers drains watercourses cables pipes wires and other conduction media which now are or may at any time hereafter be in under or passing through the Mansion or any part thereof or the Estate or any part thereof and the right for the Tenant with servants workmen and others at all reasonable times in the day time on notice (except in case of emergency) to enter into and upon other parts of the Mansion or any parts of the Estate with or without workmen for the purposes of inspecting repairing cleaning maintaining and renewing the said sewers drains watercourses cables pipes wires and other conduction media in place thereof causing as little damage as possible and making good any damage caused

4. The right with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon other parts of the Mansion for the purpose of repairing

maintaining renewing altering or rebuilding the Property or any part of the Mansion giving subjacent or lateral support shelter or protection to the Property

5. The benefit of the restrictions regulations covenants and conditions contained in the leases of the other flats in the Mansion and in the leases and transfers of the Houses granted or to be granted relating to the maintenance or enjoyment of the General Management Area and the Mansion

6. The right in common with all other persons having the like right to use the Paladin containers provided both in the Mansion and on the Estate and the right to use the refuse chutes provided in the Mansion (if any) for the depositing of household refuse between the hours of 8.00 a.m. and 8.00 p.m. only

7. The right in common with all other persons entitled to use any communal television aerial internal telephone systems and entryphone system from time to time installed in the Mansion subject to the Tenant complying with the relevant provisions of any agreement from time to time made between the Landlord the Company and the organisation installing the equipment subject to the Tenant paying an appropriate percentage of the cost thereof and complying with any rules or regulations relating to the use thereof

8. The right in common with all others so entitled in connection with the use and enjoyment of the Property to go pass and repass on foot and by vehicle over and along the roads and footpaths known as Bartholomew Close Nantes Close Rochelle Close Turenne Close and Garrick Close and any other roads and footpaths serving the Property until such time as these roads and footpaths shall have been adopted by the Landlord as publicly maintained

roads and footpaths

9. The right to use the communal drying rooms provided for the purpose of hanging drying lines therein and to use the same for the purposes of drying clothes and for no other purpose whatsoever in common with the other persons so entitled to do

THE FOURTH SCHEDULE

Reservations out of this lease to the Landlord and to the owners and occupiers of the other flats comprised in the Mansion

1. Easements rights and privileges over along and through the Property equivalent to those set out in paragraphs 2 3 4 and 5 in the Third Schedule to this lease (mutatis mutandis)

2. Power for the Landlord the lessees and their surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter upon the Property with or without workmen for the purpose of carrying out all their covenants conditions and obligations under the terms of the leases of their respective flats

3. Full right to the uninterrupted access of light and air over the Property to the windows or apertures of buildings erected Upon the adjoining Land of the Landlord

THE FIFTH SCHEDULE

Obligations of the Company in maintaining the Mansion

1. To maintain repair repaint redecorate and renew as often as the Company may think

necessary and in all ways keep in good Condition (a) the exterior and main structure of the Mansion and in particular but without prejudice to the generality of the foregoing the roof gutters exterior part of the window frames the front door and door frame common and party walls foundations and rainwater pipes of the Mansion and all refuse chutes bins and equipment

(b) the gas and water pipes (excluding the pipes forming part of the system of supply of heat and hot water from the central boiler system) and the sewers drains electric cables wires and other conduction media in under or upon the Mansion and serving more than one flat

(c) the main entrances passages landings balconies and staircases of the Mansion leading to the flats in the Mansion

(d) all the communal areas within the Mansion and

(e) the boundary walls and fences of the Mansion (excluding any boundary walls and fences which it is the responsibility of the lessees of flats in the Mansion to maintain under the provisions of their leases)

2. To insure and keep insured the Mansion including the common parts thereof and the roof and foundations against loss or damage by fire and other risks usually covered by a comprehensive policy of insurance in the full reinstatement value thereof (including Architects and Surveyors fees) in the joint names of the Company and the Landlord with the interests of the Tenant and the lessees of the other flats in the Mansion and their mortgagees noted thereon in an insurance office of repute to be approved by the Landlord and through the Landlord agency and whenever required produce to the Landlord and the Tenant the policy or policies of insurance and the receipt for the last premium for the same and to pay all premiums in connection

therewith and in the event of any part of the Mansion (including the common parts) being damaged or destroyed by fire or other calamity as soon as reasonably practicable to lay out the insurance monies in the repair rebuilding and reinstatement of the Mansion

3. To clean and light the passage landings balconies staircases and other parts of the Mansion so enjoyed or used by the Tenant in common as aforesaid and to keep any other common parts of the Mansion clean and in good condition and to clean the outside of the windows of the Mansion at least once every month

14. To pay all rates taxes and outgoings (if any) payable in respect of the common parts of the Mansion

5. To pay the cost of insurance against third-party risks in respect of the Mansion if such insurance shall in fact be taken out by the Company and to insure against the possibility of loss of Service Charge under this Schedule of this lease should the Mansion or part thereof be destroyed or rendered uninhabitable

6. To pay the hire charge or other expenses in respect of any communal refuse bins provided for the storage of household refuse of the Tenants and occupiers of the flats in the Mansion and the repair and renewal thereof and arrange for the removal of all rubbish therefrom

7. To do such things as the Company may reasonably decide are necessary to ensure the efficient maintenance and administration of the Mansion including but without prejudice to the generality of the foregoing to employ such staff as the Company may think necessary in order to carry out these functions and to pay or make such provision as the Company shall in their absolute discretion determine for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependants but so that the Company

shall not be liable to the Tenant for any act default or omission of such staff

8. To pay the fees and disbursements due to any managing agents appointed by the Company apportioned according to the ratio Which the expense of the Company under this Schedule (excluding the Managing Agents fees) bear to the expenses of the Company as a whole (excluding the Managing Agents fees) Provided that so long as the Company does not employ managing agents it shall be entitled to add to the Service Charge up to 15 per cent of the cost of any of the items referred to herein for the cost of administration

9. If the Company shall consider it appropriate to provide a flat for the use of staff employed by the Company to carry out its obligations under this Schedule and to repair maintain and decorate any flat in the Mansion occupied by such resident staff and to pay any rent taxes or other outgoings in respect thereof

10. To pay any Value Added Tax or other tax payable by the Company in respect of any costs expenses outgoings or matters falling within any paragraph of this Schedule relating to the Mansion Together with any taxes that may be levied on the Company from time to time apportioned according to the provisions of paragraph 8 above

11. To take all reasonable steps to enforce the observance and performance by the lessees of the other flats in the Mansion of the covenants and conditions in the leases of the other flats relating to the maintenance enjoyment and use of the Mansion which fall to be observed and performed by the lessees of the other flats and which are enforceable by or on behalf of the Company

THE SIXTH SCHEDULE

Part I

Obligations of the Company in maintaining the Amenity Lands

1. **To maintain the** garden areas horizontally lined on Plan No.1

in good **order and** condition free from any weeds
2. **To maintain** properly repaired and cleaned
 - (a) **the footpaths and access ways shaded** on Plan No.1 and keep the same properly lit insofar as the same are not lit or maintainable at public expense
 - (b) all drains sewers watercourses and gutters under the Amenity Lands insofar as the same are not maintainable at public expense
 - (c) all boundary walls and fences to the Amenity Lands (except insofar as there is an obligation to maintain these on the part of any person other than the Company or on the part of the Company under any other Schedule)
3. All obligations entered into by it for the benefit of the residents of the Estate insofar as those obligations relate to the Amenity Lands
4. To create such reserves as to the Company may seem prudent for the proper maintenance of the Amenity Lands
5. To maintain adequate third party insurance in respect of the Amenity Lands and to insure against the possibility of loss of Service Charge under the terms of Part 1 of this Schedule of this

lease should any of the flats in the Mansion or the Houses be rendered uninhabitable

6. To do such things as the Company may reasonably decide are necessary to the maintenance of the Amenity Lands including but Without prejudice to the generality of the foregoing employing such staff as the Company may think necessary in order to carry out those functions and to pay or make such provision as the Company shall in their absolute discretion determine for pensio~~ annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependants but so that the Company shall not be liable to the Transferee for any act default or omission of such staff

7. To provide such accommodation for the use of staff employed by the Company to carry out its obligations under this Part of this Schedule as the Company shall consider appropriat& and to repair maintain and decorate such accommodation and to pay any rent taxes and outgoings in respect thereof

8. To pay the fees and disbursements due to any Managing Agents appointed by the Company apportioned according to the ratio which the expenses of the Company under this Part of this Schedule (excluding the Managing Agents fees) bear to the expenses of the Company as a whole (excluding the Managing Agents fees) PROVIDED THAT so long as the Company does not employ Managing Agents it shall be entitled to add to the Service Charge up to 15 per cent of the cost any of the items referred to herein for the cost of administration

9. To pay any Value Added Tax or other tax payable in respect of any costs expenses outgoings or matters falling within any

paragraph of this Part of this Schedule Together with any taxes that may be levied on the Company from time to time apportioned j according to the provisions of paragraph 8 above

10. To take all reasonable steps to enforce the observance and

performance by the lessees or transferees of the flats in the Mansion and Houses of the covenants and conditions in the leases or transfers relating to the maintenance and enjoyment of the Amenity Lands which fall to be observed and performed by the lessees and transferees and which are enforceable by or on behalf of the Company

Part II

Obligations of the Company in maintaining the Parking Spaces

ii. To maintain properly repaired and cleaned

(a) the Parking Spaces

(b) all drains sewers watercourses and gutters under the Parking insofar as the same are not maintainable at public expense

(c) all boundary walls and fences to the Parking Spaces (otherwise than where the responsibility for maintenance is that of a resident on the Estate)

12. All obligations entered into by it for the benefit of the residents on the Estate insofar as they relate to the Parking Spaces

13. To create such reserves as may seem to the Company prudent for the maintenance of the Parking Spaces

14. To maintain adequate third party insurance in respect of the Parking Spaces and to insure

against the possibility of loss of Service Charge under this Part of this Schedule of this transfer

Should any of the flats in the Mansion or the Houses be destroyed by fire or otherwise rendered uninhabitable

15. To do such things as the Company may reasonably decide are

necessary to the maintenance of the Parking Spaces including but

Without prejudice to the generality of the foregoing employing

SUCH staff as the Company may think necessary in order to carry

35

out these functions and to pay or make provision as the Company shall in their absolute discretion determine for pensions annuities or retirement or disability benefits for such staff ~ the termination of their employment or for their dependants but so that the Company shall not be liable to the Transferee for any act default or omission of such staff

16. To provide such accommodation for the use of staff employed by the Company to carry out its obligations under this Part of this Schedule as the Company shall consider appropriate and to repair maintain and decorate such accommodation and to pay any rents taxes and outgoings in respect thereof

17. To pay the fees and disbursements due to any Managing Agents appointed by the Company apportioned according to the ratio which the expenses of the Company under this part of this Schedule (excluding the Managing Agents fees) bear to the expenses of the Company as a

34

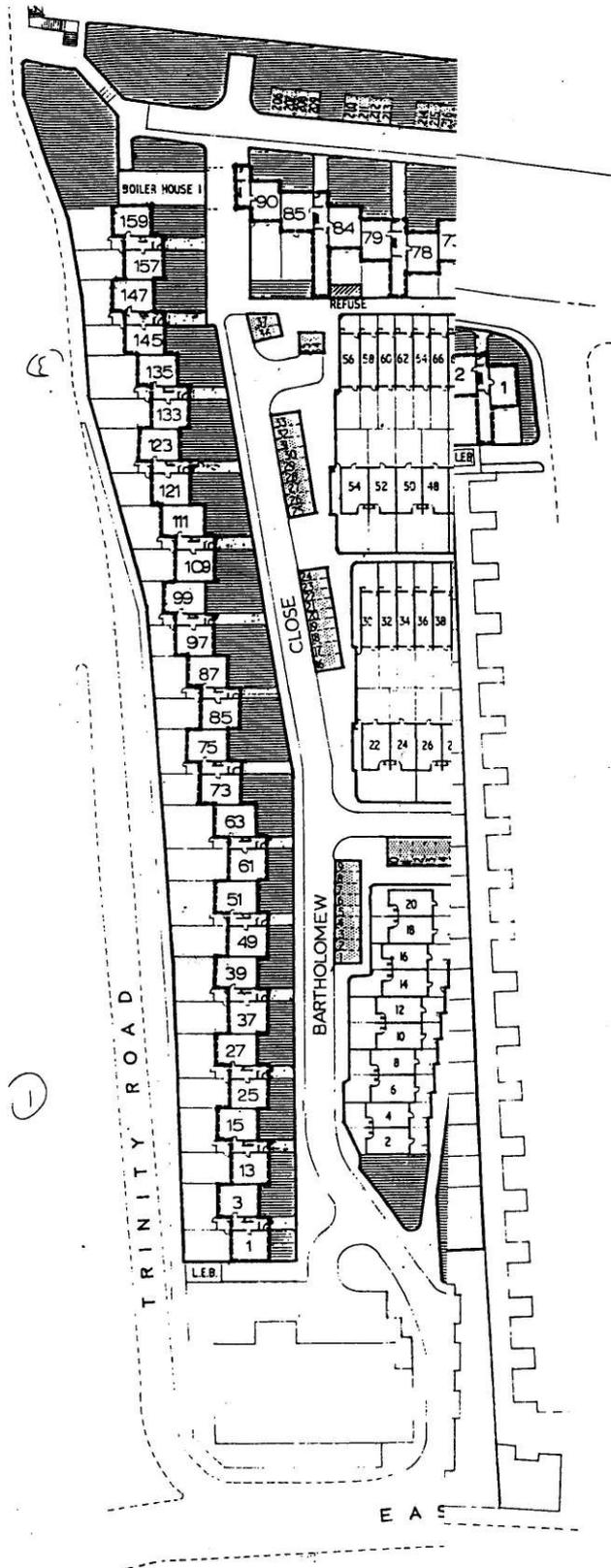
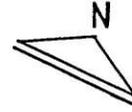
whole (excluding the Managing Agents fees) PROVIDED THAT so long as the Company does not employ Managing Agents it shall be entitled to add to the Service Charge up to 15 per cent of the cost of any of the items referred to herein for the cost of administration

18. To pay any Value Added or other tax payable in respect of any costs expenses outgoings or matters falling within any paragraph of this Part of this Schedule Together with any tax that may be levied on the Company from time to time apportioned according to the provisions of paragraph 17 above

19. To take all reasonable steps to enforce the observance and performance by the lessees or transferees of the flats in the Mansion and the House of the covenants and conditions on the leases or transfers relating to the maintenance and enjoyment of the Parking Spaces which fall to be observed and performed by the lessees and transferees and which are enforceable by or on behalf of the Company

EAST HILL

PLAN No.1



Do not scale	
No	
Plan No 1	
Ground floor	
LONDON BOROUGH OF WANDSWORTH	M. J. SMITH FRICS MAIN FORGIVEN WALTER in association with
The Town Hall Wandsworth High Street London SW18 2PU Tel No. 01 874 6444	G. CHAMBERS ACTING DIRECTOR OF DEVELOPMENT
Scale	DATE SEPT 1981