

H M LAND REGISTRY  
LAND REGISTRATION[S] ACTS 1925 to 1971

County: East Sussex  
Title Number: .....

Property: Flat Number .....  
Helena Court Pevensey Road  
St Leonards on Sea

THIS LEASE is made the                      day of  
.   B E T W E E N  
STABILITY STRUCTURES (EWELL) LIMITED whose registered office is at Floral Bungalow The Chase Ashted  
Surrey (hereinafter called 'the Landlord') of the one part and

(hereinafter called 'the Tenant') of the other part

WITNESSETH as follows:

1.        IN consideration of the sum of £.....00        paid by the Tenant to the Landlord on or before the execution hereof (the receipt whereof the Landlord hereby acknowledges) and of the rent covenants conditions and other obligations hereinafter reserved and contained and on the part of the Tenant to be paid performed and observed the Landlord  
HEREBY DEMISES unto the Tenant ALL THAT residential flat (hereinafter called 'the Demised Flat') known or intended to be known as Flat ..... Helena Court Pevensey Road St Leonards on Sea in the County of East Sussex and situate on the ... - floor of the building (hereinafter called 'the Building') the outline of which is shown edged green on the plan annexed hereto marked 'Plan No 1' (hereinafter called 'Plan No 1') the situation of the Demised Flat on the said floor of the Building being delineated on the plan annexed hereto marked 'Plan No 2' (hereinafter called 'Plan No 2') and thereon edged pink and the Demised Flat shall include (i) the floor screeds and ceilings of the Demised Flat but not any part of the structure of the Building below the level of the floor screeds or above the level of the ceilings of the Demised Flat nor any external wall of the Demised Flat except as hereinafter mentioned (ii) all internal walls (other than load bearing walls) entirely within the Demised Flat (iii) all cisterns tanks sewers drains pipes cables wires ducts conduits vents installations apparatus and service media used solely for the purpose or the Demised Flat but no others (iv) all internal fixings fitments fixtures and fittings within the Demised Flat (v) the internal and external doors the windows and the window frames of the Demised Flat and all glass in the said doors and windows (vi) all internal plastering or other means of internal facing of the external walls of the Demised Flat (vii) the plastering or other means of facing of any load bearing walls entirely within the Demised Flat TOGETHER with the rights and easements set out in the First Schedule hereto EXCEPT AND RESERVING AND SUBJECT to the rights and easements set out in the Second Schedule hereto TO HOLD the same unto the Tenant henceforth for the term of ninety nine years calculated from the Twenty fourth day of June One thousand nine hundred and seventy eight (hereinafter called 'the Commencement Date') which said term of years hereby granted is hereinafter called 'the said term' YIELDING AND PAYING therefor to the Landlord until the Twenty fourth day of June One thousand nine hundred and eighty three the yearly rent of £20.00 and in each year of each succeeding period of five years of the said term until the twenty fourth day of June Two thousand and eighteen a yearly rent of the amount of the yearly rent payable immediately prior to the commencement of each such period of five years plus £10.00 and from the Twenty fourth day of June Two thousand and eighteen for the residue of the said term a yearly rent of £80.00 such yearly rents to be paid without deduction by annual payments in advance on the Twenty ninth day of September (hereinafter called 'the .... Rent Day') in each year the first of such payments (or a proportionate part thereof calculated for the period from the date hereof to the next Rent Day) being payable on the execution of these presents

2. WHEREVER used in these presents the following terms shall have the meanings ascribed to them in this clause:-

- (a) The term 'the Demised Premises' shall be deemed to mean and refer to the premises hereinbefore described and hereby demised
- (b) The term 'the specified period' shall be deemed to mean and refer to the period commencing on the date hereof and enduring for eighty years calculated from the Commencement Date and such period shall be the perpetuity period applicable to this lease
- (c) The term 'the Development' shall be deemed to mean and refer to the piece or parcel of land edged red on Plan No 1 Together With all buildings structures erections walls fences lawns gardens grounds accessways paths hard-surfaced areas watercourses gutters sewers drains gulleys cisterns pipes pumps

apparatus ducts vents conduits wires timbers cables installations appliances and service media now or within the specified period situate on in over or under the said piece or parcel of land

(d) The term 'the Retained Premises' shall be deemed to mean and refer to such part of the Development as is not comprised in the Demised Premises

3. THE TENANT HEREBY COVENANTS AND AGREES with the Landlord as follows:-

(1) To pay the rent hereby reserved at the times and in manner aforesaid

(2) From time to time and at all times during the said term punctually to pay and discharge all existing and future rates including general and water rates) taxes assessments impositions charges and outgoings whatsoever whether parliamentary parochial local or of any other description whatsoever which now are or may at any time or times hereafter during the said term be assessed charged or imposed upon or payable in respect of the Demised Premises or any part or parts thereof or upon the owner or occupier thereof

(3) From time to time and at all times hereafter during the said term as need or occasion shall require well and substantially to repair paint decorate cleanse maintain renew and amend the Demised Premises PROVIDED THAT the Tenant shall not be required or entitled to carry out the painting or decoration of the external surfaces of (a) the windows and window frames of the Demised Flat or (b) the external door of the Demised Flat

(4) That all walls and other structures (other than load bearing walls and similar structures separating the Demised Flat from an adjoining flat laterally shall be party walls and structures and shall be used repaired cleansed maintained renewed and amended accordingly by the respective tenants

(5) Except with the previous consent in writing of the Landlord not to make or permit or suffer to be made any alteration in the construction or arrangement of the Demised Premises nor cut or alter or injure nor permit to be cut altered or injured any of the walls timbers ceilings floors doors windows frames balustrades wiring pipes or drains thereof nor remove any of the landlord's fixtures and fittings therein or thereon

(6) To permit the Landlord and its agents with or without workmen and others at all reasonable times of the day to enter upon the Demised Premises to view the state of repair and condition thereof and the Landlord may serve upon the Tenant a notice specifying all defects decays and wants of decoration and reparation which the Tenant shall be liable to remedy under the terms of this Lease and require the Tenant forthwith to remedy the same and if the Tenant shall not within a period of three calendar months after such notice or sooner if requisite proceed diligently to repair and make good the same according to such notice and the covenants in that behalf herein contained then to permit the Landlord and its agents with or without workmen and others to enter upon the Demised Premises and to execute such works and the cost thereof shall be a debt due from the Tenant to the Landlord and shall forthwith be recoverable by action and shall carry interest from the date of the demand thereof until payment thereof at the rate of five per cent above Bank of England minimum lending rate for the time being in force

(7) Not to do or permit or suffer to be done in or upon the Demised Premises anything whereby any insurance for the time being effected on the whole or any part or parts of the Development or on any adjacent or adjoining building may be rendered void or voidable or whereby the rate of premium payable thereunder may be increased

(8) Not throughout the said term, to use or occupy nor permit or suffer to be used or occupied the Demised Flat otherwise than as a single private residence in the occupation of one family and not to do nor permit or suffer to be done in or upon the Demised Premises or any part thereof any act or thing which may be or become a nuisance annoyance disturbance or inconvenience to the Landlord or its tenants or the occupiers of any part of the Retained Premises or to the owner lessee or occupier of any adjoining or neighbouring premises, or to any other person or persons or which may be or become injurious to the Retained Premises or any adjoining or neighbouring premises or to any other person or persons

(9) Not to assign underlet or otherwise part with possession of part only of the Demised Premises and this covenant shall operate as a total prohibition against the disposal of part only of the Demised Premises

(10) Within one calendar month after any assignment transfer under lease assent charge or devolution of the Demised Premises to give notice thereof in writing with particulars thereof to the solicitors for the time being of the Landlord and to produce to the said solicitors such assignment transfer underlease assent or charge or in the case of a devolution of the interest of the Tenant not perfected by an assent within twelve calendar months of such devolution to produce to the said solicitors the Probate of the Will or the Letters of Administration under which such devolution arises and to pay to the said solicitors a registration fee in respect of such assignment transfer underlease assent charge or devolution equal to one fifth of the annual ground rent for the time being payable hereunder (plus any Value Added Tax payable on such registration fee)

(11) To pay to the Landlord or its agents a part (computed as mentioned in the next following sub-clause) of all expenditure and other liability from time to time incurred by the Landlord in

complying with the obligations contained in the Third Schedule hereto such payment to be made within fourteen days of the demand therefor by the Landlord or its agents at such intervals as the Landlord or its agents shall consider expedient and each such part if not so paid shall thereupon forthwith be recoverable by action and shall carry interest from the date of the demand until payment at a rate equal to five per cent above Bank of England minimum lending rate for the time being in force and (so far as may be lawful) any demand served on the Tenant by the Landlord or its agents pursuant to the provisions of this sub-clause shall be conclusive as to the sum due to the Landlord and not be open to challenge on the grounds that any services or works or materials in respect of which any such expenditure or liability arises need not have been performed carried out or provided or might have been performed carried out or provided at a lower cost

(12) The part of such expenditure and other liability as aforesaid shall be such proportionate part of the cost or estimated cost of complying with the obligations contained in the Third Schedule hereto as is equal to the proportion which the gross annual value from time to time for rating purposes of the Demised Flat bears to the total aggregate of the gross annual values from time to time for rating purposes of all the flats in the Building

(13) On the Rent Day in each year throughout the said term to pay in advance to the landlord or its agents a sum of £40.00 (or such greater amount as the Landlord or its agents may reasonably require) on account of such expenditure and other liability as aforesaid and to make a payment on the execution hereof of a proportionate part of such amount for the period from the date of these presents to the next Rent Day

(14) To do all such works as are by law directed or necessary to be done on or in respect of the Demised Premises (whether by the Landlord or the Tenant or the occupier thereof) and to keep the Landlord indemnified against all costs claims demands expenses and liability in respect thereof

(15) Not to do or permit or suffer to be done any act matter or thing upon or in respect of the Demised Premises which contravenes the provisions of any existing or future legislation and to keep the Landlord indemnified against all costs claims demands expenses and liability in respect thereof and to pay the reasonable fees costs and charges of the solicitors agents and surveyors for the time being of the Landlord incurred in connection with the obtaining of any necessary licence permission or consent pursuant to any such legislation

(16) Forthwith after service thereof to give notice to the Landlord of any notice or order or proposals for a notice or order affecting the Demised Premises and served under any statute order regulations or byelaw on the Tenant or on any underlessee of the Demised Premises and if so required by the Landlord to produce the same to the Landlord and where reasonably required by the Landlord to make or join in making such applications and representations in respect thereof as the Landlord may consider necessary

(17) On demand to repay to the Landlord all costs charges and expenses incurred by the Landlord in repairing renewing or reinstating any part of the Retained Premises or any installations or service media used in connection with the Development so far as such repair renewal or reinstatement shall have been necessitated wholly or in part by any act or default of the Tenant his servants family invitees or licensees together with interest thereon from the date of demand therefor until payment thereof at the rate of five per cent above Bank of England minimum lending rate for the time being in force

(18) Not to stop up darken or obstruct any windows or lights belonging to the Building nor knowingly permit any new window light opening doorway path passage or drain or other encroachment or easement to be made or acquired into against upon or over the Demised Premises and in case of such window light opening doorway path passage drain or other encroachment or easement shall be made or acquired or attempted to be made or acquired will forthwith upon first becoming aware thereof give notice in writing to the Landlord and will at the request and cost of the Landlord adopt such means as may reasonably be required or deemed proper for preventing such encroachment or the acquisition of any such easement

(19) To pay all costs charges and expenses (including solicitors costs and surveyor's fees) incurred by the Landlord for the purpose of or incidental to or in contemplation of (a) 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 (b) proceedings under Section 147 of the Law of Property Act 1925 or (c) the preparation and service of a notice under subsection (6) of this Clause

(20) Not to do or permit or suffer to be done in or upon any part of the Development any act which would in any way obstruct or interfere with or damage any service media or any means or rights of access thereto or the operation thereof

(21) At the expiration or sooner determination of the said term peaceably to surrender or yield up to the Landlord the Demised Premises together with all additions thereto in good and tenantable repair and condition

4. THE TENANT hereby covenants with the Landlord and with the tenants owners and occupiers of each part of the Retained Premises that the Tenant and the persons deriving title under him will at all

times during the said term observe and procure the observance by his family servants agents licensees visitors and the occupants for the time being of the Demised Premises of all and singular the regulations and restrictions set forth in the Fourth Schedule hereto as revised added to or replaced from time to time pursuant to the power in that behalf contained in such Schedule PROVIDED ALWAYS that it is intended that the regulations and restrictions contained in the Fourth Schedule hereto as so revised added to or replaced from time to time shall be enforceable so far as possible inter se by the Tenant and the tenant under any lease granted by the Landlord (hereinafter called a 'Corresponding Lease') of any part of the Retained Premises which is similar in all material respects (mutatis mutandis) to this Lease

5. EXCEPT insofar as such obligations are the responsibility of the appropriate statutory authority or are by this lease or by any Corresponding Lease already granted imposed on the Tenant or the person or persons comprised in the like expression in any such Corresponding Lease and so that the assuming by any tenant under any subsequent Corresponding Lease of obligations similar in all material respects to those assumed by the Tenant under this lease shall pro tanto release the Landlord from its obligations under this lease the Landlord hereby covenants with the Tenant that the Landlord will perform and observe (or cause to be performed and observed) the obligations set out in the Third Schedule hereto PROVIDED ALWAYS that this covenant shall be binding on the Landlord only so long as the Tenant complies with his obligations under sub-clauses (11) and (13) of Clause 3 hereof

6. THE LANDLORD hereby further covenants with the Tenant as follows:-

(1) If so required by the Tenant to enforce any covenants and conditions similar in all material respects to those contained herein to be performed and observed by the Tenant which are contained in any Corresponding Lease so far as they affect the Demised Premises Subject to the Tenant indemnifying the Landlord against all costs claims demands and expenses in connection with such enforcement and providing such security as the Landlord shall reasonably require in respect thereof

(2) To ensure that every lease of or including a flat in the Retained Premises hereafter granted by the Landlord shall contain a covenant by the tenant thereunder to observe regulations and restrictions similar in all material respects (mutatis mutandis) to those contained in the Fourth Schedule hereto as revised added to or replaced from time to time pursuant to the power in that behalf contained in such Schedule and that every such lease which reserves a ground rent shall contain covenants on the part of the tenant thereunder similar in all material respects (mutatis mutandis) to those on the part of the Tenant herein contained except as regards the amounts of the ground rent and the payment on account of maintenance covenanted to be paid and the dates of payment thereof

(3) For the period that any flat in the Retained Premises is retained by the Landlord or comes into its possession by the determination or expiration or the acquisition by the Landlord of the Lease thereof at any time during the said term to observe or cause to be observed during the period of such retention or possession the regulations and restrictions set forth in the Fourth Schedule hereto as revised added to or replaced from time to time pursuant to the power in that behalf contained in such Schedule so far as the same relate (mutatis mutandis) to such flat

(4) That the tenant paying the rent hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Demised Premises during the said term without any unlawful interruption by the Landlord or any person rightfully claiming under or in trust for it

7. PROVIDED ALWAYS and these presents are upon this express condition that if the whole or any part of the rent hereby reserved or of any further or additional sum or sums payable hereunder to the Landlord is unpaid for twenty one days after becoming payable (whether formally demanded or not) or if the Tenant shall fail to perform and observe any of the covenants on his part and the conditions herein contained according to the true intent and meaning of these presents then it shall be lawful for the Landlord to enter into or upon the Demised Premises of any part thereof in the name of the whole and thereupon the term hereby granted 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 of the conditions hereinbefore contained

8. IT IS HEREBY AGREED AND DECLARED that:-

(a) Unless the context otherwise requires words herein importing the masculine gender include also the feminine gender and the neuter gender and words importing the singular number include also the plural number and vice versa and where there are two or more persons included in the term 'the Tenant' the covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally and such persons (parties to this lease) declare that the survivor of them can give a valid receipt for capital money arising on a disposition of the Demised Premises

(b) In this deed where the context so admits and where but for this sub-clause such interests would be void or would cease before the expiration of the specified period because of the rule against perpetuities all future legal or other rights and interest granted excepted or reserved by this deed shall except where otherwise herein specifically stated be deemed to be granted excepted or reserved so as to vest during the specified period or such further period (if any) permitted by law

(c) Nothing herein contained shall be deemed to bestow upon the Tenant or upon any other person or corporate body the right to insure the whole or any part of the Development otherwise than in accordance with the terms of paragraph 7 or the Third Schedule hereto (but without affecting the right of the Tenant to maintain such additional insurance cover as he may require so long as the same does not prejudice the insurance effected in accordance with the terms of paragraph 7 of the Third Schedule hereto)

(d) The Landlord shall not be liable to the Tenant for any defect or want of repair arising out of the failure by the Landlord to perform and observe the obligations set out in the Third Schedule hereto or any of them unless the Landlord shall have had notice of such defect or want of repair

(e) Notwithstanding anything herein contained the Landlord shall not be under any greater liability either to the Tenant or to third parties who may be permitted to enter or use the Development or any adjoining or adjacent land or premises or any part thereof for accidents happening injuries sustained or for loss or damage to goods or chattels in any part of the Development whether arising from the negligence of the Landlord or that of any servant or agent of the Landlord or otherwise than arises under the common duty of care

(f) Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any delay or interruption in carrying out any of the obligations set out in the Third Schedule hereto or in respect of any interference with any of the rights or easements referred to in the First Schedule hereto by reason of any repairs or maintenance to or of or affecting the subject matter of any such obligations rights or Easements or by any reason beyond the control of the Landlord

9. SECTION 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 (relating to the service of notices) shall apply to these presents

10. THE expression 'the Landlord' and 'the Tenant' herein contained shall unless the context otherwise require include its or his successors in Title

11. IN case at any time during the said term any dispute shall arise between the Tenant and any other tenant or tenants of the Landlord in the Development relating to the premises to them respectively demised or to the party or other walls fences ways passageways pathways sewers drains ducts pipes pumps watercourses installations easements rights or appurtenances whatsoever relating or belonging thereto or to any other part of the Development or concerning any repairs upkeep or maintenance to any part of the Development or the contributions in respect of the expense of such repairs upkeep or maintenance as hereinbefore provided or concerning any nuisance or annoyance arising on or from any part of the Development then and in every such case such dispute (provided the other party thereto shall have also have agreed or become bound so to refer the same) shall be referred to the determination and award of the surveyor for the time being of the Landlord and such determination and award shall be final and binding on the Tenant

CLAUSE CANCELLED: 12. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration (other than rent) exceeds the sum of £25,000.

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Tenant has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE above referred to  
Rights and Easements included in this Lease

1. The right (in common with the Landlord and the tenants owners and occupiers for the time being of each and every part of the Retained Premises and all other persons having or enjoying the like right) at all times during the said term for the Tenant and members of his family his workmen servants invitees and other persons having lawful occasion to use the same in connection with the use of the Demised Flat as a single private residence in the occupation of one family but for no other purpose whatsoever:-

- (a) to go pass and repass with or without vehicles over and along the forecourt comprised in the Development
- (b) to go pass and repass on foot only over such of the halls staircases pedestrian accessways passages and landings in the Building as afford access to and egress from the Demised Flat
- (c) to use the Refuse Bin provided by the Landlord for the use of the occupiers of the flats in the Building
- (d) to use and enjoy all such parts of the Retained Premises as shall for the time being be provided by the Landlord for the use enjoyment or benefit in common with each other of the Tenant and other lessees in the Building

2. The right to all necessary support and protection for the Demised Premises from the relevant parts of the Retained Premises as the same is now or will on completion of the Development be enjoyed

3. So far as the Landlord can grant the same the right to the free passage and running of water soil electric current gas telephone and other services from and to the Demised Premises through all gutters sewers drains ducts vents cisterns pipes pumps wires cables and service media which now ere

or may at any time during the specified period be constructed or placed or pass on through along under over or about any part of the Retained Premises

4. The right for the Tenant with or without agents and workmen at reasonable times and after reasonable notice (except in an emergency) as often as need or occasion shall require to enter into or upon any part of the Retained Premises and to remain therein or thereon for so long as reasonably necessary for the purpose of complying with any of the covenants on the part of the Tenant herein contained which cannot otherwise reasonably be complied with subject to the Tenant making good any damage caused by such entry

5. All such other rights easements quasi-easements and privileges over along and through any part of the Retained Premises as now belong to or are enjoyed by or are necessary for the proper enjoyment of the Demised Premises

6. The rights easements quasi-easements and privileges granted hereby are conditional upon the Tenant making the payments referred to in sub-clauses (11) and (13) of Clause 3 of this lease

THE SECOND SCHEDULE above referred to  
Rights and easements excepted and reserved from  
this lease

Rights for the Landlord and (where appropriate) the tenants owners and occupiers for the time being of each and every part of the Retained Premises and all other persons having or enjoying the like rights:-

1. To all necessary support and protection from the Demised Premises for every relevant part of the Retained Premises as the same is now or will on completion of the Development be enjoyed

2. So far as the Tenant can grant the same to the free passage and running of water soil electric current gas telephone and other services from and to each and every part of the Retained Premises through all gutters sewers drains ducts vents cisterns pipes pumps wires cables and service media which now are or may at any time during the specified period be constructed or placed or pass on through along under over or about any part of the Demised Premises

3. With or without agents and workmen at reasonable times and after reasonable notice (except in an emergency) as often as need or occasion shall require to enter into or upon the Demised Premises or any part or parts thereof and remain therein or thereon for so long as reasonably necessary for the purpose of cleansing repairing replacing laying or erecting any gutters sewers drains ducts vents cisterns pipes pumps wires cables service media and appliances or for the purpose of painting cleansing rebuilding repairing reinstating renewing inspecting or surveying any part or parts of the Development or any land or buildings adjoining or adjacent thereto the person or persons exercising such right making good any damage caused by such entry

4. The full and free right and liberty for the Landlord (and all persons authorised by the Landlord) (a) at any time or times during the specified period to erect build rebuild or alter any building or buildings or any structure or structures including garages and garage spaces on any land adjoining or adjacent to the Development to such height elevation extent or otherwise as the Landlord may think fit and so that the access of light and air to the Demised Premises shall until interrupted be deemed to be enjoyed by virtue of these presents which shall accordingly be deemed to constitute a consent or agreement in writing for that purpose within the meaning of Section 3 of the Prescription Act 1832 so that the enjoyment of such access of light and air shall not nor shall these presents prevent any such erection building rebuilding or alteration as aforesaid (b) at all times during the said term to use for all purposes with or without vehicles the forecourt referred to in paragraph 1(a) of the First Schedule hereto (and any extensions thereof made as hereinafter mentioned) for gaining access to and egress from each and every part of any land adjoining or adjacent to the development and now or during the specified period belonging to the Landlord and any building or buildings now or within the specified period erected thereon (c) for the benefit of each and every part of any land adjoining or adjacent to the Development and now or within the specified period belonging to the Landlord and of any building or buildings now or within the specified period erected thereon to key and tie into any boundary wall or other boundary structure of the Development and to tie into and use and pass water soil electric current gas telephone and other services through all service media which now are or may at any time during the specified period be constructed or erected or laid on through along under or over or about any part or parts of the Development with power during the specified period to enter with or without workmen and others into and upon the Development for such purposes and for the purpose of cleansing repairing renewing or reinstating any such services media (d) at the Landlords own expense to extend the forecourt referred to in paragraph 1(a) of the First Schedule hereto to any boundary of the Development (for further extension upon any such adjoining and adjacent land as aforesaid) with the right to enter with or without workmen plant and materials upon the Development for such purposes at any time or times during the specified period (e) during the specified period to grant in favour of all persons deriving title under the Landlord to any part of any land adjoining or adjacent to the Development and now or within the specified period belonging to the Landlord and of any building or buildings now or within the specified period erected thereon in fee simple or by way of lease or licence rights of way and drainage and otherwise as mentioned in sub clauses (b) and (c) of paragraph 4 of this Schedule SUBJECT to the person or persons exercising the rights referred to in sub clauses (b) (c) and (d) of paragraph 4 of this Schedule

making good any damage or disturbance caused to the Development thereby and paying a fair proportion of the cost of cleansing repairing and otherwise maintaining and relaying the said forecourt and service media such proportion (in case of dispute) to be determined by the surveyor for the time being of the Landlord such determination to be binding and conclusive

5. All such other rights easements quasi-easements and privileges over along and through the Demised Premises as now belong to or are enjoyed with or are necessary for the proper enjoyment or any part or parts of the Retained Premises

THE THIRD SCHEDULE above referred to  
Obligations referred to in Clause 5 of this lease

1. Well and substantially to repair decorate cleanse maintain renew and amend or cause to be repaired decorated cleansed maintained renewed and amended the foundations walls floor rafts roofs (including all roofing materials) halls pedestrian accessways landings staircases passages timbers gutters sewers drains gulleys cisterns pipes pumps apparatus ducts vents conduits wires cables aerial systems installations appliances and service media of and in the Development and provided by the Landlord for the use enjoyment or benefit in common of occupiers of the Development

2. In the year ending on the day prior to the eighth anniversary of the Commencement Date and in every seventh year of the said term thereafter in a suitable and workmanlike manner to wash and then paint varnish or oil any internal common parts of the Building (including the external surface of the entrance door of the Demised Flat) previously or usually so dealt with with two coats at least of good quality paint varnish or oil and wash and then paper distemper colour or whiten all walls and ceilings of the said internal common parts of the Building previously or usually so dealt with

3. In the year ending on the day prior to the third anniversary of the Commencement Date and in every third year of the said term thereafter in a suitable and workmanlike manner to wash and then paint varnish oil or distemper all wood cement and metalwork of the exterior of any buildings or structures comprised in the Development previously or usually so dealt with (including the external surfaces of the windows and window frames of the Demised Flat) with two coats at least of good quality paint varnish oil or distemper

4. To keep adequately lit any common entrance halls staircases and passages in the Building and to pay promptly all property electricity charges relating to the operation and upkeep of any common parts of the Development

5. To pay and discharge all existing and future rents taxes assessments and outgoings whether parliamentary parochial local or of any other description whatsoever (if any) which now are or may at any time hereafter during the said term be assessed charged or imposed upon or payable in respect of any part of the Development provided for the use and enjoyment or benefit in common of the Tenant and other Lessees or occupiers of the Development and for which neither the Tenant nor any other tenant in the Development is solely liable

6. To keep or cause to be kept clean and tidy and in a good and tenantable state of order and repair any lawns gardens (including any trees and shrubs) forecourt and pedestrian footpaths in and any boundary fences boundary walls or other boundary structures around the Development

7. To keep all buildings comprised in the Development (but not the contents of any flat therein) insured against loss or damage by fire lightning storm tempest flood escape of water explosion impact of aircraft or anything dropped therefrom riot or civil commotion and such other risks as the Landlord shall in its absolute discretion think fit to the full replacement value thereof (such value in case of dispute to be determined by the surveyor for the time being of the Landlord which determination shall be binding and conclusive) and including all architects' surveyors' and other fees reasonable to be incurred in connection with the performance of this covenant with such insurance company of repute and through such agency as the Landlord shall from time to time determine and to ensure that the interests of the Landlord and (subject to the prior registration of any relevant deed or event in accordance with Clause 3(10) of this lease) those of the Tenant and (if required) of any mortgagee of the Tenant are noted on the policy and to produce to the Tenant or his agent on request the said policy and the receipt for the current premium thereon and forthwith to utilise the proceeds received of any such policy so far as the same will extend thereto in rebuilding and reinstating the said buildings but without prejudice to the liability of the Tenant to pay or contribute to the costs thereof in the event of the insurance money being wholly or partially irrecoverable by reason of any act neglect or default of the Tenant

8. To pay all legal costs incurred by the Landlord:-

(a) in the running and management of the Development and (except as hereinbefore provided) in the enforcement of the lessees covenants contained in or affecting any Corresponding Lease except such as relate to the payment of ground rent

(b) in making such applications and representations and taking such action as the Landlord shall think necessary in respect of any notice or order or proposal for a notice or order served under any statute or order or regulation or byelaw in respect of the whole or any part of the Development

9. So soon as reasonably practicable after the Rent Day in each year or at such other intervals as the Landlord may reasonably determine to prepare accounts showing the expense of complying with

the obligations contained in this Schedule in the period ending on the date up to which such accounts are prepared and commencing on the day following the date up to which the last previous accounts were prepared.

10. To employ such persons firms or companies and such secretarial and professional assistance as the Landlord may consider to be necessary for the due performance of the obligations contained in this Schedule

11. To provide and supply such other services for the benefit of the tenants owners and occupiers of the flats in the Development and to carry out such other repairs and works and to defray such other costs as the Landlord shall consider necessary or convenient to maintain the Development as a first class residential community

THE FOURTH SCHEDULE above referred to  
Regulations and restrictions referred to in Clause 4 of this Lease

1. Not to make or suffer to be made any unreasonable noise on or in the Demised Flat by way of piano gramophone radio or television receiving set or other mechanical or musical instrument vacuum cleaner electrical appliance singing or otherwise at any time whatsoever nor play or permit to be played nor use nor permit to be used the said things or any of them in any manner whatsoever nor sing nor allow any singing nor make nor allow any noise of any kind so as to be audible outside the Demised Flat between the hours of 11 pm and 8am on all days

2. No washing clothes laundry linen or other material shall be hung placed or exposed outside the Demised Flat or the Retained Premises and no dust shall be thrown nor shall any mat carpet cloth or other article be beaten or shaken out of any window or door of the Development

3. Not to allow children to play in or obstruct the user by the Landlord and any persons authorised by it of any part of the Retained Premises

4. Not to place nor leave nor cause or suffer to be placed or left upon any part of the Retained Premises any rubbish refuse furniture cycle perambulator toy box parcel bottle or other article or thing whatsoever except (as to rubbish and refuse only) in the dustbin allocated for the tenants use

5. Not to leave nor park nor allow the leaving or parking of any motor car or other wheeled vehicle upon any part of the Retained Premises

6. Subject as hereinafter mentioned not to erect nor cause or suffer to be erected in or upon any part of the Development (other than such as may be erected or provided by the Landlord for the joint use and benefit of occupiers of the Building) any wireless television or other aerial or similar apparatus for receiving wireless telegraphic or other signals but nothing herein contained shall be deemed to prohibit a television and/or radio aerial kept wholly within the Demised Flat

7. Not to use any electrical device or apparatus which has not a wholly effective suppressor fitted thereon

8. No animal bird or reptile which might cause or present a nuisance annoyance or danger to the tenant owner or occupier of any part of the Retained Premises shall be kept in or upon the Demised Premises

9. Not to place any advertisement bill placard or other notice of any description in any window or upon any outside wall or door of the Demised Flat but this provision shall not prevent the Tenant from having his name outside the entrance door of the Demised Flat on a plate of a design and size to be approved by the Landlord

10. Not to use any part of the Demised Premises for any purpose of an illegal immoral improper unpleasant noisy or noxious nature

11. Not to place or suspend nor suffer or permit to be placed or suspended any excessive weight on or from any floor ceiling or wall of the Demised Premises no[r] set up in or upon the Demised Flat or any part thereof any machinery engine or other apparatus other than the usual domestic appliances each of reasonable weight

12. The Landlord reserves the right to make such other rules and regulations from time to time (either in addition to or by way of variation of or substitution for the rules and regulations herein contained or any of them) as the Landlord may deem needful for the safety care and cleanliness of the Development and for securing the comfort and convenience of the tenants owners and occupiers thereof and such further rules and regulations if and when made shall be binding upon the Tenant as if the same had been incorporated in this Schedule

THE COMMON SEAL of STABILITY  
STRUCTURES (EWELL) LIMITED  
was hereunto affixed in  
the presence of:-

)  
)  
)  
)

Director

Secretary

SIGNED SEALED and DELIVERED)  
by the said )  
in the presence of:- )