

**RIGHT TO BUY LEASE
LONDON BOROUGH OF LAMBETH**

PRESCRIBED LEASE CLAUSES

LR1. Date of Lease

LR2. Title number(s)

LR2.1 Landlord's title number(s) XXXXXX

LR2.2 Other title numbers [None]

LR3. Parties to this Lease

Landlord THE MAYOR AND BURGESSES of the LONDON BOROUGH OF LAMBETH of
Town Hall Brixton Hill London SW2 1RW

Tenant xxxxxxxxxxx of xxxxxxxxxxx

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

Flat No. xxxxxxxxxxxxxxxxxxx as more particularly described in the First Schedule

LR5. Prescribed statements etc.

LR5.2 This Lease is made under, or by reference to, provisions of:
Housing Act 1985

LR6. Term for which the Property is Leased

The term is as follows: **125 Years** from the date hereof

LR7. Premium

xxxxxxxxxx (£xxxxxx)

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another Lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

None

LR9.3 Landlord's contractual rights to acquire this Lease

None

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

See Schedule 2

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

See Schedule 3

LR12 Estate rentcharge burdening the Property

None

LR13. application for standard form of restriction

The Parties to this Lease apply to enter the following standard form of restriction against the title of the Property:

Until 20
no disposition by an assignment or underlease by the proprietor of the registered estate is to be registered without the consent of the Mayor and Burgesses of the London Borough of Lambeth

LR14. Declaration of Trust where there is more than one person comprising the Tenant

EITHER

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants]

OR

2.5.3 non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat and any garden fence or wall (if any)

2.5.4 the interior plastered coverings and plaster work tiling and other surfaces of floors ceilings and walls of the Flat

2.5.5 the entrance door or doors of the Flat (including both external and internal surfaces)

2.5.6 any water tank serving solely the Flat that may be installed in or on the roof or roof spaces of the Building of which the Flat forms part

2.5.7 all conduits pipes and cables which are laid in any part of the building of which the Flat forms part and serve exclusively the Flat

2.5.8 all fixtures and fittings in or about the Flat (other than Tenant's fittings)

BUT SHALL NOT INCLUDE

2.5.9 all structural parts of the Flat including the roof space foundations main timbers and joists and concrete floor and window frames thereof

2.5.10 all walls bounding the Flat

2.5.11 any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat

2.5.12 external parts of the Flat (other than the glass in the windows and the door or doors of the Flat)

2.6 "the Building" means the property referred to as the Building in the First Schedule hereto

2.7 "the Estate" means the property described in the First schedule hereto and its extent may from time to time be determined or extended by the Council's Director of Housing Services for the time being whose decision shall be final and binding save in the event of manifest error

2.8 the expression "the expenses and outgoings incurred by the Council" shall be deemed to include not only those expenses outgoings and other expenditure hereinafter described which have been actually disbursed incurred or made by the Council during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinafter described whether or not of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise (always provided that the Council shall not be entitled to recover for such expenses and outgoings prior to the date of the Tenant's application to purchase the Flat under Section 118 of the Housing Act 1985) including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council may in its discretion allocate to the year in question as being fair and reasonable in the circumstances

2.9 The expression "the Council's financial year" shall mean the period from the 1st April in each year to the 31st March of the next year or such other annual period as the Council may in its discretion from the time to time determine as being that in which the accounts of the Council either generally or relating to the building shall be made up

3 The Council is registered at H.M. Land Registry with Absolute Freehold title of the Building under Title Number xxxxxxx and has agreed to grant unto the Tenant a Lease of the Flat at the premium and upon the terms hereinbefore contained

WITNESSETH as follows:

1 In pursuance of the Housing Act 1985 as amended by the Housing Act 2004 and the Housing and Planning Act 1986 and in consideration of the Premium referred to in clause LR7 paid by the Tenant to the Council (the receipt whereof is hereby acknowledged) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be observed and performed the Council hereby demises unto the Tenant **ALL THAT** the Flat more particularly described in the First Schedule hereto **TOGETHER WITH** the easements rights and privileges set out in the Second Schedule hereto **EXCEPT AND RESERVING** unto the Council the

easements rights and privileges set out in the Third Schedule hereto **TO HOLD** the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Flat or the Building or any part thereof are now or may at any time during the continuance of the term be subject) unto the Tenant for the term referred to in clause LR6 (determinable nevertheless as hereinbefore provided) paying therefore during the term hereby granted the yearly rent of £10.00 to be paid annually on the 1st of April and the further and additional rent hereafter mentioned to be paid by equal monthly payments in advance on the First day of each month the first payment to be made on the execution hereof and to be for the period from the date hereof to the day of
next

2 **The** Tenant hereby covenants with the Council as follows:

2.1 **To** pay the reserved rent at the times and in the manner aforesaid without any deduction whatsoever

2.2 **To** pay to the Council at the times and in manner aforesaid without any deduction by way of further and additional rent a rateable and proportionate part of the reasonable expenses and outgoings incurred by the Council in the repair maintenance improvement renewal and insurance of the Building and the provision of services therein and the other heads of expenditure as the same are set out in the Fourth Schedule hereto such further and additional rent (hereinafter called the "Service Charge") being subject to the terms and provisions set out the Fifth Schedule hereto

2.3 **If** any rent or Service Charge or any other sum or sums of money payable by the Tenant to the Council under these presents shall have become due but remain unpaid for fourteen days to pay on demand to the Council interest thereon at the rate of 4% above the base rate for the time being of the Council's bankers

2.4 **To** bear and discharge all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise and whether or not of a capital or non-recurring nature) which now are or may at any time hereafter during the term be charged levied assessed or imposed upon the Flat 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 the Building of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat

2.5 **From** time to time during the said term to pay all costs charges and expenses incurred by the Council in abating any nuisance in the Flat and executing all such works as may be necessary for abating any nuisance in the Flat in obedience to a notice served by the local or other competent authority

2.6 **To** observe the restrictions and regulations set out in the Sixth Schedule hereto or such other restrictions or regulations as the Council may from time to time make and publish in such a manner as is reasonably necessary for such restrictions or regulations to be brought to the Tenants attention

2.7.1 **To** pay unto the Council all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

2.7.2 **To** pay all expenses including Solicitors' costs and Surveyors' fees incurred by the Council of and incidental to the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the term hereby granted and in connection with every application for consent whether the same shall be granted or refused or withdrawn

2.8 **Once** in every fifth year of the said term and in the last quarter of the last year of the said term (howsoever determined) to paint in a proper and workmanlike manner such internal parts of the Flat as are usually painted in a proper and workmanlike manner

2.9 At all times during the term to repair and maintain cleanse and keep the Flat and all the Landlords fixtures and all additions thereto in good and substantial repair and condition including the renewal and replacement forthwith of all worn and damaged parts

AND IT IS HEREBY DECLARED AND AGREED

2.10.1 There is included in this covenant as repairable by the Tenant

2.10.1.1 the glass in the windows of the Flat

2.10.1.2 the ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat

2.10.1.3 non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat

2.10.1.4 the interior plastered coverings and plaster work tiling and other surface of floors ceilings and walls of the Flat

2.10.1.5 the entrance door or doors of the Flat (including both external and internal surfaces)

2.10.1.6 any water tank serving solely the Flat that may be installed in or on the roof spaces of the Building of which the Flat forms part

2.10.1.7 all conduits pipes and cables which are laid in any part of the Building of which the Flat forms part and serve exclusively the Flat

2.10.1.8 all fixtures and fittings in or about the Flat (other than Tenants fittings)

2.10.2 There is excluded from this covenant as repairable by the Tenant

2.10.2.1 all structural parts of the Flat including the roof space foundations main timbers and joists and concrete floors and the window frames thereof

2.10.2.2 all walls bounding the Flat

2.10.2.3 any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat

2.10.2.4 external parts of the Flat other than windows and the glass therein and the entrance door(s) of the Flat)

2.10.2.5 the Tenant shall not be liable for damage that may be caused by the insured risks unless such insurance shall be wholly or partially vitiated by an act or default of the Tenant or for any work for which the Council may be expressly liable under the covenants on its part hereinafter contained

2.11 In so far only as the works hereinafter in this present sub-clause described become directed or required solely by reason of any breach or non-observance by the Tenant of any covenant or other provision contained in these presents but not otherwise to execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereinafter to be passed be directed or required by any district Council local or public authority to be executed at any time during the said term upon or in respect of the Flat whether by the Landlord or the Tenant thereof and to keep the Council indemnified against all claims demands and liability arising therefrom

2.12 To permit the Council and its respective duly authorised surveyors and agents with or without workmen and others upon giving 48 hours previous notice in writing (except in the case of emergency) at all reasonable times during the daytime except in the case of emergency to enter the Flat and take particulars of additional improvements thereto or fixtures and fittings therein and to view and examine the state and condition of the Flat or any part thereof and the reparation of the same and of all defects decays and wants of reparation found in breach of the covenants herein contained and to give notice in writing of any such defects decays or wants of reparation to the Tenant who will with all proper despatch and in any case within three months then next following well and sufficiently repair and amend the Flat accordingly and will pay and discharge on demand all costs charges and expenses (including legal costs and any fees payable to a surveyor incurred by the Council and its agents of and

incidental to the preparation and service of such last-mentioned notice or of any statutory notice relating to any breach of covenant **PROVIDED ALWAYS** that in case of any default in the performance by the Tenant of the foregoing covenant and if the same be not in fact remedied within three months after notice requiring the same to be done shall have been given to the Tenant or left at the Flat it shall be lawful for the Council (but without prejudice to any other right or remedy) to enter upon the Flat and repair or put in order the same or carry out any such works at the expense of the Tenant in accordance with the covenants and provisions hereof and the costs and expenses thereby incurred by the Council and its agents shall be repaid to the Council by the Tenant on demand

2.13 To permit the Council its duly authorised surveyors or agents with or without workmen and others at all reasonable times upon giving 48 hours previous notice in writing (and in case of emergency without notice) to enter into and upon the Flat or any part thereof for the purpose of repairing and/or improving any part of the Building and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structure or other conveniences belonging to or serving or used for the building (without prejudice however to the obligations of the Tenant hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes **PROVIDED** that the Council shall make good all damage to the Flat or to the fixtures fittings sanitary apparatus and appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to

2.14 Not to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of the Flat or the Building being destroyed or damaged by fire shall be increased so as to require an additional premium or which may make void or voidable any policy of such insurance

2.15 Not at any time without the licence in writing of the Council first obtained (such licence not to be unreasonably withheld) nor except in accordance with plans and specifications previously submitted to the Council and approved by the Council (such approval not to be unreasonably withheld) and to its reasonable satisfaction to make any alteration or addition howsoever in or to the Flat either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls or timbers of the Flat unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the Flat any wilful or voluntary waste or spoil

2.16 Not to use the Flat or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction

2.17 To procure the use of the Flat solely and exclusively as a self contained residential Flat

2.18 Not to exhibit on the outside or in the windows of the Flat any name plate placard or announcement of any description

2.19 Not to do or permit to be done upon or in connection with the Flat or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Council or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof

2.20 To keep the floors of the Flat including the passages thereof substantially covered with suitable material for avoiding the transmission of noise

2.21 Not without the previous consent in writing of the Council to place or keep or permit to be placed or kept in the Flat any heavy articles in such position or in such quantity or weight or otherwise in such manner howsoever as to overload or cause damage to or be in the opinion of the Council likely to overload or cause damage to the Flat or the Building nor permit or suffer the same to be used in any manner which will cause undue strain or interfere therewith and not to install or permit to be installed in the Flat any machinery which shall cause or suffer the Flat to

be used in such manner as to subject the same or any other Flat to any strain beyond which it is designed to bear or withstand

2.22 **At** all times during the said term to comply in all respects with the provisions and requirements of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and to keep the Council indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Council on receipt of notice thereof any notice order or proposal therefor made given or issued to the Tenant by a planning authority under or by virtue of the said Act affecting or relating to the Flat and at the request and cost of the Council to make or join with the Council in making every such objection or representation against the same that the Council shall reasonably deem expedient

2.23 **For** a period of six months immediately preceding the determination of the said term after serving on the Tenant 48 hours notice in writing to permit an inspection at any reasonable time in the day by any person wishing to inspect the Flat and so authorised by the Council upon an appointment being made for that purpose

2.24 **To** make good all damage caused through the act or default of the Tenant or of any servant or agent or visitor of the Tenant

2.24.1 **to** any part of the building or to the appurtenances or the fixtures and fittings thereof and

2.24.2 **to** any other occupier or tenant of the said building and their licensees and in each case to keep the Council indemnified from all claims expenses and demands in respect thereof

2.25.1 **Not** by building or otherwise to stop up or darken any window or light in the Flat nor to stop up or obstruct any access of light enjoyed by any premises the estate or interest whereof in possession or reversion now is or hereafter may be vested in the Council or in any person in trust for it nor permit any new wayleave easement right privilege or encroachment to be made or acquired into against or upon the Flat and in case any such easement right privilege or encroachment shall be made or attempted to be made to give immediate notice thereof to the Council and to permit the Council and its agents to enter the Flat for the purpose of ascertaining the nature of any such easement right privilege or encroachment and at the request of the Council and at the cost of the Council to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement right privilege or encroachment

2.25.2 **Not** to give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Flat by the consent of such third party nor to pay such third party any sum of money nor to enter into any agreement with such third party for the purpose of binding such third party to abstain from obstructing the light to any windows or openings and in the event of any of the owners or occupiers of adjacent land or building doing or threatening to do anything which obstructs the access of light to any of the said windows or openings to notify the same forthwith to the Council and to permit the Council to bring such proceedings as it may think fit in the name of and at the cost of the Tenant against any of the owners and/or occupiers of the adjacent land in respect of the obstruction of the access of light to any of the windows or openings in the Flat

2.26 **On** the expiration or sooner determination of the said term peaceably to yield up unto the Council the Flat in a good and tenable state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Flat or which during the said term may be affixed or fastened to or upon the same all of which at the expiration or sooner determination of the said term shall be left complete with all parts and appurtenances thereof and in proper working order and condition **PROVIDED ALWAYS** that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any tenant's fixtures or fittings **PROVIDED** further that the Tenant may from time to time (but only with the previous written consent of the Council and subject to any conditions

thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind or quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted

2.27 During the period of five years from the date hereof not to assign or underlet for a term of more than twenty-one years otherwise than at a rack rent (except by way of mortgage) the whole of the demised Flat except in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 or except where there is a vesting in a person taking under a will or on an intestacy or is a "relevant disposal" which is exempted under Section 160(1) of the Housing Act 1985

PROVIDED ALWAYS:

2.27.1 If during the said period the Tenant shall be desirous of assigning or underletting the whole of the Flat (subject to the aforesaid exceptions) the Tenant shall serve a written notice upon the Council of such his intention not less than four weeks prior to the date of such assignment or underletting as aforesaid

2.27.1.2 Upon the date of such assignment underletting or sharing of possession as aforesaid the Tenant shall pay to the Council an amount equal to the discount of xxxxxxxxxxxxxxxxxxxxxx (£xxxxxx) afforded to the Tenant upon the grant of these presents pursuant to the exercise of his right to buy under the provisions of the Housing Act 1985 as amended by the Housing Act 2004 and the Housing and Planning Act 1986 but reduced by one fifth of that discount for each complete year which elapses after the date of grant of these presents and prior to the date of such assignment or underletting as aforesaid

2.27.2 The covenants by the Tenant contained in Clause 2.27.1 above shall only apply on the first disposal by way of such assignment or underletting as aforesaid

2.27.3 The Tenant shall not during the said period of five years mortgage charge or pledge the Flat or create or attempt to create any encumbrance estate right or interest having or purporting to have priority over the right of the Council hereinbefore mentioned save in respect of any legal charge securing any amount left outstanding by the Tenant in exercising his right to buy under the provisions of the Housing Act 1985 as amended by the Housing Act 2004 and the Housing and Planning Act 1986 or advanced to him by the bodies specified in Section 156(4) of the Housing Act 1985

2.27.4 Any liability that may arise under the covenant in Clause 2.27.1 above shall be a charge on the Flat taking effect as if it had been created by deed expressed to be by way of legal mortgage and shall notwithstanding subsection 5 of Section 59 of the Land Registration Act 1925 be a land charge for the purpose of that section and subsection (2) of that Section shall apply accordingly with respect to its protection and realisation

2.28 Upon any assignment hereof or subletting or underletting wholly or in part to obtain a direct covenant by the assignee sub-lessee or under lessee with the Council to observe and perform the covenants and conditions of this Lease

2.29 In the case of any instrument operating or purporting to assign transfer lease charge discharge dispose of or affect the Flat or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the said term or any charge on the Flat or affecting or occasioning a devolution or transmission of the same respectively by operation of law to leave such instrument (or in the case of a transfer or charge or discharge of a charge of registered land a verified copy thereof) within one calendar month after the date of such instrument or (in the case of a Probate of a Will or Letters of Administration) after the date of the grant of the Probate or Letters of Administration as the case may be to leave a true certified copy thereof at the offices of the Chief Solicitor for the time being of the Council and to the intent that the same may be registered and to pay to them a reasonable charge being not less than Thirty Five pounds (£35.00) for each such registration

2.30 It is hereby declared that each of the aforesaid covenants shall remain in full force both at law and in equity notwithstanding that the Council shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Council

2.31 That within a period of ten years from the date hereof there is a disposal of the flat the Tenant will first offer to sell the flat to the Council or a local social landlord to be determined by the Secretary of State prior to any disposal taking place

2.32 To request to the Chief Land Registrar to enter a Restriction on the Register to the following effect "that except under an Order of the Registrar no disposition by the proprietor by an assignment or underlease made within a period of ten years from the date of this Lease is to be registered without the consent of the London Borough of Lambeth"

3 The Council hereby covenants with the Tenant as follows:

3.1 The Tenant paying the rents and the Service Charge herein reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

3.2 Subject to the payment by the Tenant of the rents and the Service Charge and provided that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to maintain repair redecorate renew amend clean repaint and paint as applicable and at the Council's absolute discretion to improve

3.2.1 the structure of the Building and in particular but without prejudice to the generality hereof the roofs foundations external and internal walls (but not the interior faces of such part of the external or internal walls as bound the Flat or the rooms therein) and the window frames and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks gutters and rainwater and soil pipes thereof

3.2.2 the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under and upon the Building

3.2.3 the boilers and heating and hot water apparatus (if any) in the Building or elsewhere save and except such (if any) heating apparatus as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating system serving the entire Building

3.2.4 the passenger lifts lift shafts and machinery (if any) enjoyed or used by the Tenant in common with others and

3.2.5 the boundary walls and fences of and in the curtilage of the Building and not being part of the Flat **PROVIDED** that the Council shall not be liable to the Tenant for any defect or want of repair hereinbefore mentioned unless the Council has had notice thereof

3.3 So far as practicable to keep lighted the passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and forecourts roadways pathways (if any) used in common with the Building or adjoining or adjacent thereto being the property of the Council

3.4 Provided only that the amenities hereinafter in this sub-clause mentioned are in operation in the Building at the date hereof but not otherwise and subject to the provisions of Clause 4.3. hereof at all times during the said term to supply hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the building and also from the 15th day of October to the 15th day of May inclusive in each year to supply hot water for heating to the radiators fixed in the Flat or other heating media therein so as to maintain a reasonable and normal temperature

3.5.1 That the Council will at all times during the said term (unless such insurance shall be vitiated by any act neglect default or omission of the Tenant) insure and keep insured the Building of which the Flat forms part against

loss or damage by fire and full comprehensive risks including subsidence and other proper risks as the Council shall deem desirable or expedient (but not the contents of the Flat) in an insurance office of repute in the full reinstatement value thereof and in case of destruction or damage by any of the insured risks (unless the insurance monies become or shall have become irrecoverable through any act or default of the Tenant) will with all reasonable speed cause all monies received in respect of such insurance (other than in respect of fees) to be forthwith paid out in reinstating the same

3.5.2 for the purposes of these presents the expression "the full reinstatement value" shall mean the costs which would be likely to be incurred (including fees) in reinstating the Flat in accordance with the requirements of these presents at the time when such reinstatement is likely to take place and shall be determined in the first instance by the Council but shall be in such greater amount as the tenant may require

3.5.3 As often as the Flat or the Building or any part thereof shall be destroyed or damaged as aforesaid to rebuild and reinstate the same

AND IT IS HEREBY AGREED that any monies received in respect of such insurance shall be applied in so rebuilding or reinstating in accordance with the then existing bye-laws regulations and planning or development schemes of any competent authority then effecting the same and if the monies received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstating to make up any deficiency out of its own monies but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance monies being wholly or partially irrecoverable by reason of any act or default of The Tenant

3.5.4 To effect insurance against the liability of the Council to third parties and against such other risks and in such amount as the Council shall think fit (but not against the liability of individual Tenants as occupiers of other Flats in the Building)

3.6 That every lease for a term of not less than one year of other Flats in the Building which the Council shall demise shall grant and except and reserve such rights and contain such covenants by the Council as are herein described and also shall contain covenants by the Tenant in the terms of the covenants contained in Clause 2 hereof

3.7 That (if so reasonably required by the Tenant or any mortgagee of the Tenant) the Council will enforce the covenants similar to those contained in Clause 2 hereof entered into or to be entered into by the Purchaser or tenants of other Flats in the Building **PROVIDED THAT** the Council shall not be required to incur any legal or other costs under this sub-clause unless and until such security as the Council in its reasonably exercised discretion may require shall have been given by the Tenant or mortgagee requesting such enforcement

3.8 To redecorate externally the Flat and Building of which it forms part in accordance with the Council's cyclical external repainting programme in a good and workmanlike manner with good quality materials to the reasonable satisfaction of the Tenant

4 IT IS HEREBY AGREED AND DECLARED that:

4.1 If the said rents or any part thereof shall be unpaid for twenty-one days next after becoming payable (whether the same shall have been formally demanded or not) or if the Tenant shall not perform or observe all the covenants and provisions hereby on the part of the Tenant to be performed or observed then and in any of the said cases thenceforth it shall be lawful for the Council or any person or persons duly authorised by the Council in that behalf to re-enter into or upon the Flat or any part thereof in the name of the whole and to repossess and enjoy the same as if this Lease had not been made but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the covenants by the Tenant herein contained

4.2 **Notwithstanding** anything herein contained the Council shall be under no greater liability either to parties hereto or to strangers to this contract who may be permitted to enter or use the Building for accidents happening

injuries sustained or for loss of or damage to goods or chattels in the Building or in any part thereof arising from the negligence of the Council or that of any servant or agent of the Council or otherwise than the obligations involved in the common duty of care

4.3 Notwithstanding anything herein contained the Council shall not be liable to the Tenant nor shall the Tenant have any claim against the Council in respect of

4.3.1 any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Council's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or labour disputes or any act omission or negligence of any caretaker attendant or other servant of the Council in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

4.3.2 any termination of any of the services hereinbefore mentioned if the Council in its reasonably exercised discretion shall decide that such services are no longer reasonably required on the Estate or that they are no longer economically viable

4.4 Subject to Clause 3.7 nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Council or to limit or affect the right of the Council in respect of any other premises belonging to the Council to deal with the same now or at any time hereafter in any manner which may be thought fit

4.5 No demand for or acceptance of rent by the Council or its agent with knowledge of a breach of any of the covenants on the part of the Tenant contained in these presents shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach of covenant and the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Council or its agent as a defence in any action for rent by the Council or its agent as a defence in any action for forfeiture or otherwise **PROVIDED** however that this provision shall have effect in relation only to a demand for or acceptance of rent during such period as may be reasonable for enabling the parties hereto to carry on negotiations for remedying the said breach once the Council or its agent has received knowledge thereof

4.6 Nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local planning highway or bye-law authority and the rights powers duties and obligations of the Council under all public and private statutes bye-laws orders and regulations may be as fully and effectively exercised in relation to the Flat as if it were not the owner of the Flat and as if this Lease had not been executed by the Council and no consent issued pursuant to the provisions of this Lease shall constitute a consent for the purposes of any statutory powers vested in the Council

4.7 In case of dispute between the Tenant and any Lessee tenant or occupier of any part of the Building not hereby demised or between the Tenant and any owner of any adjoining or neighbouring property relating to any part of the Building such dispute shall be referred to the Council's Director of Housing Services for the time being and the decision of the Borough Valuer (as between the Tenant and any other Lessee tenant or occupier of any part of the Building) shall be final and binding

4.8 For the purpose of service of all notices hereby or by statute authorised to be served the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 shall be deemed to be incorporated herein. All Notices to be served upon the Council shall be sent by Recorded Delivery post and addressed to the Director of Legal Services Town Hall Brixton Hill London SW2 1RW

5 The Council hereby applies to the Registrar to enter on the Register

5.1 notice of the Exceptions and Reservations contained in the Third Schedule and the covenants contained in Clause 2.27.1

5.2 a restriction to the following effect "that except under an Order of the Registrar no disposition by the proprietor by an assignment or underlease made within a period of five years from the date of this Lease is to be registered without the consent of the Council of the London Borough of Lambeth"

6 **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 or the aggregate amount or value of the consideration exceeds One Hundred and Twenty Five Thousand Pounds (£125,000)

7 **IT IS HEREBY CERTIFIED** that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Council has affixed its Common Seal and the Tenant has signed this instrument as a Deed the day and year first before written

FIRST SCHEDULE

'**ALL THAT FLAT** shown hatched red on the Floor Plan annexed hereto (and for the purposes of identification only shown coloured Red on the attached Location Plan) and numbered 9 on the GROUND floor of the Building known as 1 - 62 EDGEHILL HOUSE which for the purposes of identification only is shown edged blue on the said Location Plan such Flat and Building being located on the Council's Estate known as LOUGHBOROUGH ESTATE

SECOND SCHEDULE

EASEMENTS RIGHTS AND PRIVILEGES

INCLUDED IN THIS DEMISE

1 **Full** right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or night to go pass and repass on foot only over and along the main entrance of the Building and the common passages landings and staircases thereof and to use the passenger lift (if any) therein and the gardens forecourts roadways pathways (if any) in the curtilage thereof provided nevertheless that the Tenant shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise

2 **Full** right and liberty for the Tenant and all persons authorised by him as aforesaid at all times by day or night to go pass and repass on foot only over the common pathways on the Estate and by motor vehicle over the common roadways on the Estate

3 **The** free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in under or passing through the Building or any part thereof

4 **The** right of support and protection for the benefit of the Flat as is now enjoyed from the other Flats and all other parts of the Building

5 **The** right to enter into and upon any other Flat in the Building or any other part of the Building to carry out the covenants for repair on the part of the Tenant herein contained or for the purposes of inspection of the Flat the Tenant making as little disturbance as possible and making good all damage caused thereto

THIRD SCHEDULE

THERE ARE EXCEPTED AND RESERVED

OUT OF THIS DEMISE

1 **Unto** the Council and the Tenants of other Flats in the Building the easements rights and privileges over and along and through the Flat equivalent to those set forth in paragraph 3 and 5 of the Second Schedule hereto and the right for the Council to enter into the Flat for the purpose of inspecting repairing renewing relaying cleansing maintaining and connecting up to any such existing or future sewers drains channels watercourses cables pipes and wires making as little disturbance or damage as possible and making good all damage caused thereto

2 **The** right at any time hereafter to rebuild alter or change the use of any of the adjoining or neighbouring buildings (but not the Building of which the Flat forms part) in any manner whatsoever **TOGETHER WITH** the right

to erect further buildings or structures on the Estate and to enlarge the Estate by the addition of further land with or without buildings and in such manner as shall be approved by the Council notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the Flat or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or user

3 **The** right of support and protection for the benefit of the other Flats and all other parts of the Building as is now enjoyed from the Flat demised by this Lease and the right at any time hereafter to install and maintain in or upon the Building television and radio receiving aerials electric entry systems or similar apparatus including self locking doors to the main entrances and passages of the Building

FOURTH SCHEDULE
THE COUNCIL'S EXPENSES AND OUTGOINGS
AND OTHER HEADS OF EXPENDITURE IN RESPECT
OF WHICH THE TENANT IS TO PAY A PROPORTIONATE PART
BY WAY OF SERVICE CHARGES

PART 1

AS TO THE BUILDING IN WHICH THE FLAT IS SITUATED All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements improvements rebuilding cleansing and decoration to or in relation to the Building and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:

1 **The** expenses of maintaining repairing lighting redecorating improving and renewing amending cleaning repointing painting the Building and parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clauses 3.2, 3.3 and 3.4 hereof

2 **The** cost of periodically inspecting maintaining overhauling improving repairing renewing and where necessary replacing the whole of the heating and domestic hot water systems serving the Building and the lifts lift shafts and machinery therein (if any)

3 **The** cost of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Building the electric current for operating the passenger lifts (if any) and the electric current used for the communal lighting within the Building

4 **The** cost of insuring and keeping insured throughout the term hereby created the Building and all parts thereof and landlord's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging against the insured risks described in Clause 3.5 hereof and the cost of making good structural defects falling within Paragraph 18 of Schedule 6 of the Housing Act 1985 and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including three years' loss of rent and architects' and surveyors' fees

5 **Where** a caretaking service is provided at the date hereof the cost of employing maintaining and providing accommodation in the Building or on the Estate or in any neighbouring property of the Council for a caretaker or caretakers

6 **The** cost of carpeting re-carpeting or providing other floor covering decorating and lighting the passages landings staircases and other parts of the Building and of keeping the other parts of the Building not otherwise specifically referred to in this schedule in good repair and condition

7 **All** charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Building

8 The reasonable costs incurred by the Council in the management of the Building including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total service charge

9 The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric systems or similar apparatus (if any) installed or to be installed in or on the said Building and used or capable of being used by the Tenant in common as aforesaid

10 The cost of taking all steps deemed desirable or expedient by the Council for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Tenant is not directly liable hereunder

Part 2

AS TO THE ESTATE UPON WHICH THE BUILDING IS SITUATED All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements improvements rebuilding cleansing and decorations to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:

1 The reasonable costs incurred by the Council in the management of the Estate including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total Service Charge

2 The cost and expense of making repairing maintaining improving rebuilding lighting and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fences walls or other conveniences which may belong to or be used for the Building in common with other premises on the Estate

3 The upkeep of the gardens forecourts unadopted roadways and pathways within the curtilage of the Estate

4 The cost of installing maintaining repairing and renewing the television and radio receiving aerials (if any) installed or to be installed on the estate and used or capable of being used by the Tenant in common as aforesaid

5 All charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Estate (other than income)

6 The cost of insuring and keeping insured throughout the term hereby created those parts of the Estate used or capable of being used by the Tenant in common as aforesaid and landlord's fixtures and fittings thereon belonging against the insurable risks described in Clause 3.5 hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including loss of rent and architects' and surveyors' fees

FIFTH SCHEDULE

TERMS AND PROVISIONS RELATING TO SERVICE CHARGE

1 The amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called "the certificate") signed by the Council's Director of Finance or other duly authorised officer annually and as soon after the end of the Council's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned

2 A copy of the certificate for each such financial year shall be supplied by the Council to the Tenant on written request and without charge to the Tenant

3 The certificate shall contain a summary of the Council's expenses and outgoings incurred by the Council during the Council's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge 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 other than in the case of manifest error

4 The annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated as follows:

4.1 by dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 1 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value in force on 31st March 1990 of all the Flats (excluding caretaker's accommodation if any) in the Building and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat (hereinafter called the Building Element")

4.2 by dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 2 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value in force on 31st March 1990 of all dwellings on the estate and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat (hereinafter called "the Estate Element") and

4.3 by adding the Building Element to the Estate Element

5 The Tenant shall if required by the Council with every payment of rent reserved hereunder pay to the Council such sum in advance on account of the Service Charge as the Council shall specify at its reasonably exercised discretion to be a fair and reasonable interim payment

6 As soon as it is practicable after the signature of the certificate the Council shall furnish to the Tenant an account of the Service Charge payable by the Tenant for the year in question due credit being given therein for all interim payments made by the Tenant in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Council the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Council to the Tenant any amount which may have been overpaid by the Tenant by way of interim payments as the case may require

7 It is hereby agreed and declared that the Council shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature of the certificate but nothing in this clause or these presents contained shall disable the Council from maintaining an action against the tenant in respect of non-payment of any such interim payment as aforesaid notwithstanding that the certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Council that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to this prospective Service Charge ultimately payable by the Tenant

8 Provided always and notwithstanding anything herein contained it is agreed and declared as follows:

8.1 That in regard to the commencement of the term hereby granted the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of commencement of the said term to such ensuing 31st March

8.2 That the provisions of paragraph 6 hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term

SIXTH SCHEDULE
RESTRICTIONS AND REGULATIONS IMPOSED IN
RESPECT OF THE FLAT

1 The Tenant shall not place leave or cause to be placed or left any refuse or rubbish in any common part of the Building

2 The Tenant shall not park any private heavy trade or commercial motor vehicle or caravan in any garden forecourt roadway or pathway on the Estate

3 The Tenant shall comply with and be bound by any special regulations made by the Council relating to the use of any baggage or cycle room or store garage or parking lot which shall be published by notices affixed therein or handed to the Tenant or his agent. Anything left therein shall be at the Tenant's entire risk any such user by the Tenant shall be a matter for collateral arrangement between the parties shall not be enjoyed as of right other than that conferred by any such arrangement

4 The Tenant shall ensure that any domestic pet is kept under proper control

5 Not to permit or suffer the number of persons occupying the Flat to exceed the permitted number so specified in Section 326(3) of the Housing Act 1985

6 All further or other rules and regulations made at any time and from time to time by the Council in addition to or substitution for the foregoing rules and regulations or any of them which the Council may deem necessary or expedient for the safety care or cleanliness of the Building or any part thereof or for securing the comfort and convenience of all tenants in the Building shall be observed **PROVIDED ALWAYS** that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden

SIGNED AS A DEED by the said)
XXXXXXXXXX)
in the presence of:)

SIGNED AS A DEED by the said)
XXXXXXXXXXXXXXXXXXXX)
in the presence of:)

EXECUTED AS A DEED BY)
AFFIXING THE COMMON)
SEAL OF MAYOR AND)
BURGESSES OF THE)
LONDON BOROUGH OF)
LAMBETH in the presence of:)

Authorised Officer