

DATED

18th March

1993

ORBIT HOUSING ASSOCIATION

to

[REDACTED]

L E A S E

of

[REDACTED]

Wright, Hassall & Co.,

Solicitors,

9 Clarendon Place,

Leamington Spa

Ref: 64

3213-122

S22/10.

50p
6/7

57/2

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

LEASE PURSUANT TO THE RIGHT TO BUY

PROVISIONS OF THE HOUSING ACT 1985



County/London Borough: Warwickshire

District or Place: Rugby

Title Number: [REDACTED]

Property: [REDACTED]

Rugby

THIS LEASE is made the 18th day of March 1993

BETWEEN ORBIT HOUSING ASSOCIATION whose registered office is situate at 44/45 Queens Road Coventry CV1 3EH West Midlands (hereinafter called "the Lessor" which expression shall where the context so requires or admits include its successors in title of the one part and [REDACTED] of [REDACTED]

[REDACTED] (hereinafter called "the Lessee" which expression shall where the context so requires or admits include the persons deriving title under the Lessee) of the other part

WHEREAS:-

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

(a) "the Estate" means the property described in the First Schedule hereto

(b) "the Flats" means all the flats within the Lessor's Estate and 'Flat' has a corresponding meaning

- (c) "the Reserved Property" means that part of the Estate not included in the Flats being the property more particularly described in the Second Schedule hereto
- (d) "the Premises" means the property hereby demised as described in the Third Schedule hereto including for purposes of obligation as well as grant the ceilings floors joists beams cisterns tanks sewers drains pipes wires ducts and conduits specified in the said Schedule
- (e) "Owner" means the Lessee or his successors in title from time to time owning the Flat and "ownership" has a corresponding meaning
- (f) "the Plan A" means the plan bound up within and referred to in the First and Third Schedules hereto
- (g) "the Plan B" means the plan bound up within and referred to in the Third Schedule hereto
- (h) "the Roads and Footpaths" means the Roads and Footpaths (if any) within the Estate serving The Flats but excluding for the purpose of this definition any roads or footpaths which are intended to be adopted by the Local Highway Authority as the same are respectively coloured brown and blue on Plan A
- (i) "Service Installations" means sewers, drains, channels, pipes, water courses, gutters, mains, wires, cables, pillars, turrets, amplifiers, piles, soakaways and any

other apparatus for the supply of water, gas, electricity or telephone signals, lifts, entry phones or radio or television signals or for the disposal of foul or surface water

(j) "the Car Parking Area" means the area (if any) for the parking of motor vehicles referred to in Clause 9 of the Fourth Schedule hereto which said area is shown coloured yellow on Plan A

(k) "the Landscaped Areas" means the area (if any) laid out as a lawn or lawns with or without trees and shrubs as the same are shown coloured green on Plan A and which said areas are intended for the communal use of all residents (including the Lessee) occupying any of the Flats situated within the Estate

(l) "the Communal Areas" mean collectively the Roads and Footpaths the Car Parking Area and the Landscaped areas as hereinbefore defined

(m) "The Rent Charge" is the perpetual estate Rent Charge specified in Part I of the Seventh Schedule

(2) It is intended that upon any transaction by which the Lessor parts with the ownership of any Flat the person becoming the Owner of the Flat shall enter into a covenant with the Lessor to observe and perform in relation to that Flat stipulations in identical terms to those set out in the Sixth Schedule hereto to the intent

at the owner of any Flat may enforce the observance by the Owner
any other Flat of the said stipulations

) The Lessor is an Industrial and Provident Society registered
der the Industrial and Provident Society's Act 1965 under number
253R and is registered in accordance with the provisions of
ction 13 of the Housing Act 1974 in the Register of Housing
sociations under number L0390

W THIS DEED WITNESSETH as follows:-

IN consideration of the sum of Fifteen thousand Four hundred
unds (£15,400.00) paid by the Lessee (the receipt whereof the
ssor hereby acknowledges) and of the rent and covenants on the
rt of the Lessee hereinafter reserved and contained and pursuant
Part V of The Housing Act 1985 the Lessor HEREBY DEMISES unto
e Lessee ALL THOSE the Premises TOGETHER WITH the rights set out
the Fourth Schedule hereto but as to those rights subject to
d upon the condition expressed in the proviso of that Schedule
) HOLD the same unto the Lessee from the 18th day of March 1993 for
term of 125 years PAYING therefor during the said term
) the yearly rent of £10.00 payable in advance on the First day
October and the first payment being a proportion of the said
early rent of £10.00 upto the Thirtieth day of September next
aving been paid on the execution hereof and
ii) the Rent Charge referred to in Part I of the Seventh Schedule
ereto SUBJECT to the rights set out in the Fifth Schedule hereto

(which so far as not already affecting the Lessor's estate in the premises are, hereby excepted and reserved from this demise)

and to the covenants on the part of the Lessee hereinafter contained RESERVING also out of the Premises to the Lessor the Rent Charge for the said term of years hereby granted

THE Lessee HEREBY COVENANTS with the Lessor that the Lessee will observe and perform the obligations on the part of the Lessee set out in the Sixth Schedule hereto

THE Lessee HEREBY FURTHER COVENANTS with the Lessor as follows:-

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

(b) Not to assign transfer the entirety of the Premises unless contemporaneously with such assignment or transfer the Assignee or Transferee applies for membership of the Lessor and the Assignee or Transferee executes a Deed or Covenant with the Lessor that he and his successors in title will at all times from the date of the Assignment or Transfer duly pay all rent becoming due and all sums payable under Clauses 18 & 19 of the sixth schedule hereof and observe and perform all covenants restrictions and stipulations herein contained and on the part of the Lessee to be observed and performed (whether running with Lease or of purely personal or collateral nature) to the same extent as if the Assignee or Transferee were the original Lessee party hereto

(c) During the last seven years of the said term not to assign underlet or part with the possession of the Premises without the previous consent in writing of the Lessor and such consent not to be unreasonably withheld

THE Lessor HEREBY COVENANTS with the Lessee that subject to the provisions of Clauses 18 and 19 of the Sixth Schedule hereto will observe and perform the obligations on its part set out in the Seventh Schedule

THE Lessor HEREBY FURTHER COVENANTS with the Lessee

(a) That every lease of a flat which forms part of the Estate hereafter granted by the Lessor shall be in substantially the same form as this Lease and

shall contain covenants and stipulations to be observed by the Lessee thereof in substantially the same form as those herein contained

(b) If so required by the Lessee the Lessor will enforce the covenants entered into with the Lessees of the other flats forming part of the Estate on the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor shall reasonably require is given

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

7. IF any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Premises or any part thereof in the name of the whole and hereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained

8. IN this Lease unless the context otherwise requires the masculine gender shall include the feminine gender and vice versa the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally

9. THERE shall be incorporated in this Deed the rights and covenants specified in paragraphs 1 to 5 of Schedule 6 of the Housing Act 1985 which shall have effect as if the same had been set out herein in full so far as the same are not varied by or

inconsistent with the rights and easements set forth in the Fourth and Fifth Schedules hereto

10. (a) THE Lessee for himself and his successors in title hereby covenants with the Lessor to pay to the Lessor on demand the amount specified in paragraph (b) of this clause if within a period of three years from the date hereof there shall be a disposal of the Premises falling within Section 155 of the Housing Act 1980 as amended by the Housing and Planning Act 1986 (but if there is more than one such disposal then only on the first of them)

(b) The amount to be repaid to the Lessor by the Lessee shall be an amount equal to the discount specified in sub-clause (c) hereof reduced by 33.33% of that sum for each complete year which elapses after the date hereof and before the disposal

(c) For the purposes of this clause it is hereby agreed that the discount to which the Lessee is entitled is Nineteen thousand Six hundred Pounds

11. WHERE the Lessee consists of more than one person the Lessee hereby declares as follows:-

(a) The Lessee shall hold the Premises upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of the sale and other monies applicable as capital and the net rent and profits thereof until sale upon trust for themselves as Beneficial Joint Tenants

(b) Until the expiration of 21 years from the death of the survivor of the Lessee (80 years from the date hereof) the Trustees for the time being of this Deed shall have full power to sell mortgage charge lease or otherwise dispose of all or any part of the Premises with all the powers in that behalf of an absolute owner

12. WE the Lessor and the Lessee hereby apply to the Chief Registrar to enter a restriction on the Register of the Title to this Lease in the following terms such Restriction to remain on the Register during the subsistence of the Register:-

"Except under an order of the Registrar no transfer is to be registered without the consent of Orbit Housing Association of 44/45 Queens Road Coventry in the County of West Midlands"

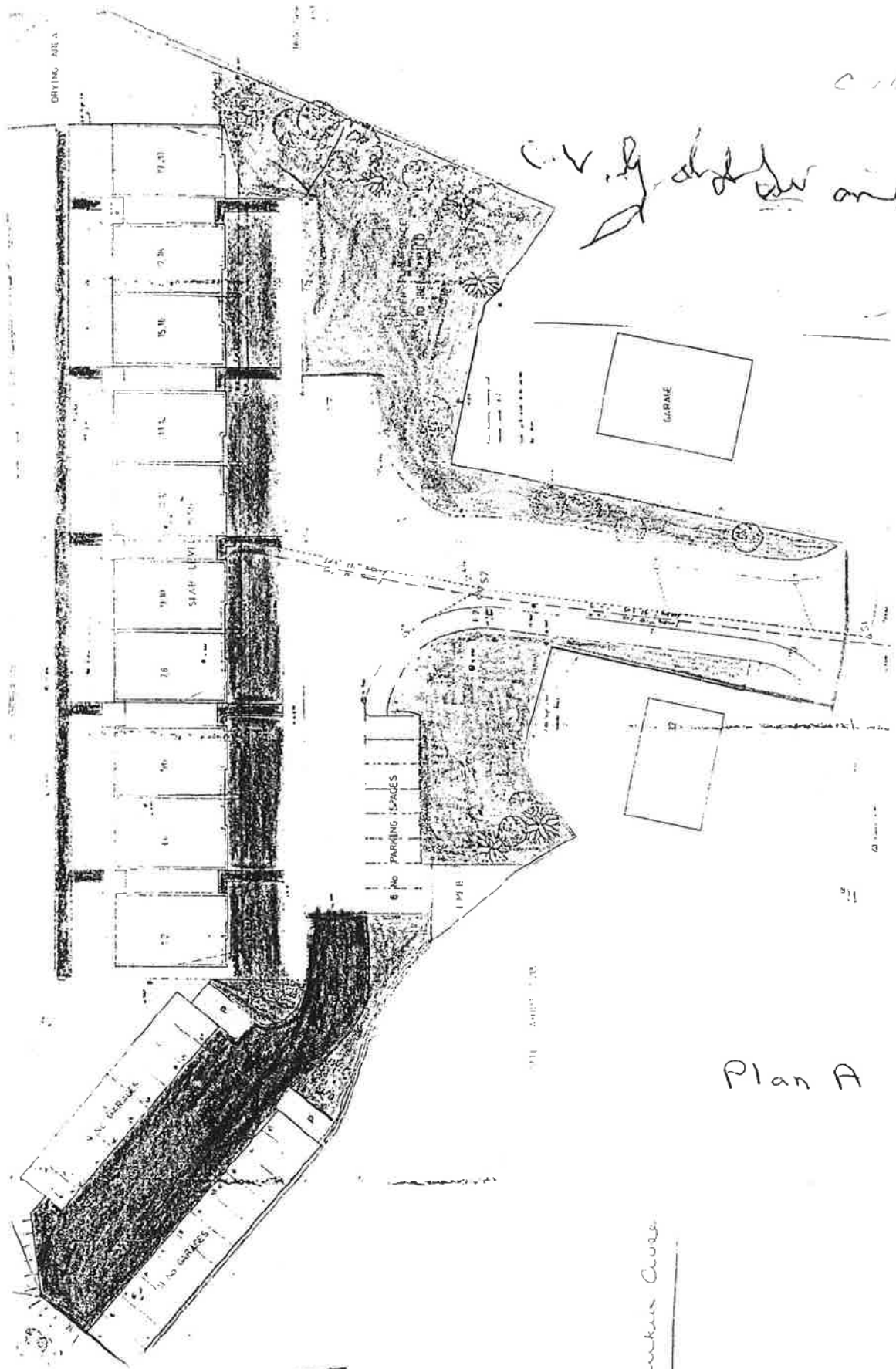
13. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than the rent) exceeds Thirty thousand pounds

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

THE FIRST SCHEDULE above referred to

THE ESTATE

ALL THAT piece or parcel of land situate in the Parish of Rugby in the County of Warwickshire TOGETHER WITH the building



C.V. of abstr. on highway

Plan A

Rancho Area



[illegible]

98m.

8 No PARKING SPACES

~~GARAGES~~

1.2

34.

5,6

7.8

⑤ 15-900

Y 16 400

200-340

C. P. ~~Adams~~ ~~Adams~~

RVG

32

⑤
20-11-19
20-11-19

DATE _____

or buildings erected thereon and known as [REDACTED]
[REDACTED] divided into 20 dwellings ALL WHICH said property is registered at H.M. Land Registry with absolute freehold title under Title Number [REDACTED] and is edged red on the Filed Plan of the said title and is for the purpose of identification only shown edged blue on Plan A annexed hereto

THE SECOND SCHEDULE above referred to

THE RESERVED PROPERTY

FIRSTLY ALL THOSE the Communal Areas forming part of the Estate and the hall staircases landings and other parts of the building forming part of the Estate which are used in common by the owners or occupiers of any two or more of the Flats and SECONDLY ALL THOSE the main structural parts of the building or buildings forming part of the Estate (including garages if any) including the roof foundations and external parts thereof including all window frames (but not the glass of the windows of the Flats nor the interior faces of such of the external walls as bound the Flats nor the door or doors of any garage) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one flat and the joists or beams to which are attached any ceilings except where those joists or beams also support the floor of a flat THE ABOVE DESCRIPTION is subject to the declaration as to party walls at the end of the Third Schedule and to any similar declaration in the leases of other flats

THE THIRD SCHEDULE above referred to

THE PREMISES

ALL THAT Flat situate on the first floor forming part of the Estate and being one of the flats and known as Flat Number 18 aforesaid ALL WHICH said Flat is delineated on Plan B annexed hereto and thereon edged red AND ALSO ALL THAT the car parking space designated Number 18 and shown edged red on Plan B annexed hereto TOGETHER WITH the ceilings and floors of the said Flat and the joists and beams on which the floors are laid but not the joists or beams to which the ceilings are attached unless these joists or beams also support a floor of the said Flat AND TOGETHER WITH all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purpose of the said Flat but no others EXCEPT AND RESERVING from the demise the main structural parts of the building of which the said Flat forms part including the roof foundations and external parts thereof but not the glass of the windows of the said Flat nor the interior faces of such of the external walls as bound the said Flat

ALL INTERNAL WALLS separating the premises from any other part of the Estate shall be party walls and shall be used repaired and maintained as such

THE FOURTH SCHEDULE above referred to

RIGHTS INCLUDED IN THE DEMISE

1. The right in common with the Lessor the owners and occupiers of all other flats and all others having the like right to use for purposes only of access to and egress from the Premises all such parts of the Reserved Property affording access thereto

2. The right of passage and running of gas electricity water and soil from and to the premises through the Service Installations forming part of the Reserved Property

3. The benefit of any covenants entered into by the owners of other flats with the

Lessor so far as such covenants are intended to benefit the Premises or the Lessee and so far as the benefit thereof can in law accrue to the Premises of the Lessee

4. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Premises

5. The right to use in common with the owners and other occupiers of all other flats and their visitors the Communal Areas forming part of the Reserved Property and such clothes drying facilities as are provided by the Lessor for the use of all occupants of the flats and the Reserved Property subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

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

7. The right to use (if any) the Television Relay System and the external play equipment provided by the Lessor for the benefit of all the occupants of the flats and the Reserved Property

8. The right for the Lessee his tenants employees and visitors (in common with all other persons having the like right) to go pass and repass at all times and for all purposes over and along the Roads forming part of the Estate with or without vehicles as a means of access to and egress from the Premises and the Car Parking Area (if any)

9. The exclusive right for the Lessee his tenants employees and visitors (in common with all other persons having the like right) to park a private motor vehicle on the Car Parking area

PROVIDED ALWAYS that the rights and benefits specified in this schedule are subject to and are conditional upon the Lessee being for the time being (if appropriate) a member of the Lessor and subject to the payment of the Rent Charge

THE FIFTH SCHEDULE above referred to

RIGHTS TO WHICH THE DEMISE IS SUBJECT

1. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Estate over the Premises

2. All such rights of access to and entry upon the Premises by the Lessor and the owners of the other flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to other flats and similar to those herein contained

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

4. The right for the Lessor to form a Management Company to be limited by guarantee or to have a share capital as the Lessor shall consider appropriate for the purpose of granting to it a lease of the Estate and/or the Reserved Property subject to this demise to enable the Management Company to carry out the covenants and obligations on the part of the Lessor contained in the Seventh schedule hereto PROVIDED ALWAYS that in the event of the formation of a Management Company the Lessor shall require the Lessee to become a member thereof and to abide by the Memorandum and Articles of Association relating thereto

THE SIXTH SCHEDULE above referred to

COVENANTS BY THE LESSEE WITH THE LESSOR

1. The Lessee shall pay the reserved rent of £10.00 per annum and the Rent Charge on the days and in the manner herein appointed without any deduction and in the event that any rent hereby reserved shall remain unpaid for more than 14 days after the date upon which the same becomes due (whether formally demanded or not) to pay interest at the yearly rate of 2% above the Base Rate of Midland Bank PLC for the time being from the date upon which the same became payable until the date of payment

2. The Lessee shall pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise

now or hereafter imposed or charged upon the Premises or any part thereof or upon the Lessor or any owner or occupier in respect thereof

3. The Lessee shall to the satisfaction in all respects of the Lessor's surveyor keep the interior of the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in a good and tenantable state of repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects

4. The Lessee shall before repairing any joist or beam to which is attached the ceiling of any other part of the Estate and before carrying out any repairs or works which the Lessee is required to carry out hereunder and for the carrying out of which the Lessee requires access to any other part of the Estate give reasonable notice (and except in cases of extreme urgency) at least 48 hours notice in writing to the occupier of that part of the Estate the ceiling of which is attached to that joist or beam or to which the Lessee requires access as the case may be the Lessee shall on giving such notice be entitled to repair that joist or beam or carry out those repairs or works and in doing so to have any

required access to that other part of the Estate but shall act carefully and reasonably doing as little damage as possible to any part of the Estate and making good all damage done

5. The Lessee shall not less than once every 5 years during the course of this demise and in the last three months thereof (howsoever determined) paint with two coats of good quality paint in a workmanlike manner all the interior wood iron and other parts of the Premises usually or which ought to be painted and shall in addition grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated and re-paper the parts (if any) now papered with suitable paper of as good quality as that now in use

6. The Lessee shall keep the Premises including the passages thereof substantially covered with carpets except that in the kitchen and bathroom all over cork or rubber covering or other suitable material for avoiding the transmission of noise may be used instead of carpets

7. The Lessor may with or without workmen and others at reasonable times enter upon and examine the condition of the Premises and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within 2 months after the service of that notice proceed diligently with the execution of those repairs or works then the Lessor may enter upon the Premises

and execute them and the costs shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action

8. The Lessee shall not make any structural alteration in the Premises without the approval in writing of the Lessor (such consent not to be unreasonably withheld) to the plans and specifications and shall make those alterations only in accordance with those plans and specifications when approved the Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of any such alterations and to comply with all bye-laws regulations and conditions applicable usually or to the specific works undertaken

9. The Lessee shall not do or permit or suffer to be done in or upon the premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the owner or occupier of any other flat or whereby any insurance for the time being effected on the Estate or any part thereof (including the Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent authority

10. The Lessee shall do all such works as under any Act of Parliament or rule of law are directed or necessary to be done or in respect of the Premises (whether by Landlord Tenant or occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof

11. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravene the provisions of the Town and Country Planning Acts for the time being in force and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof

12. The Lessee shall permit the Lessor and the owners or tenants of the other flats to have access to and enter upon the Premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other flats and similar to those herein contained

13. Neither the premises nor any part thereof shall be used for any illegal or immoral purposes nor shall any trade or business be carried on there but the Lessee shall use them for the purpose of a single private residence only

14. The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this Deed make to govern the use of the flats and the Reserved Property such regulations may be restrictive of acts done on the Estate detrimental to its character or amenities any costs or expenses incurred by the Lessor in preparing such regulations or in supplying copies of them or in doing works for the improvement of the Estate shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under the Seventh Schedule notwithstanding the absence of any specific covenants by the Lessor to incur them and the Lessee shall keep the Lessor

demnified from and against his due proportion thereof under
ause 18 of this Schedule accordingly

. (a) The Lessee shall not (except with the written consent of
the Lessor and under the supervision of the Lessor's Surveyor
and to his satisfaction) erect upon or affix to the Premises
or any part thereof any machinery or mechanical or
scientific or electrical apparatus excepting only radio and
television receiving sets (and indoor aerials therefore) and
small electrical apparatus properly fitted with an approved
suppressor against electrical interference to other apparatus

(b) The Lessee shall not (except as aforesaid) place leave or
cause to be placed or left any furniture cycle perambulator
toy box parcel or other thing nor any refuse or rubbish in any
entrance landing passage stairway lift or other part of the
Reserved Property nor shall the Lessee throw or allow to be
thrown anything whatsoever out of any window of the Premises

. The Lessee shall not assign part only of the Premises

. The Lessee shall within 21 days of the date of every
signment underlease grant of probate or administration assent
ansfer mortgage charge discharge order of Court or other event
document relating to the term give notice thereof in writing to
e Lessor and pay a registration fee of £30.00. plus V.A.T. at
e rate then in force and in the case of a document produce it to
e Lessor for registration with the notice

8. The Lessee shall contribute and shall keep the Lessor indemnified from and against

a) One twentieth ($1/20$) part of all costs and expenses incurred by the Lessor in respect of the Estate pursuant to these presents and

b) One fourth ($1/4$) part of all costs and expenses incurred by the Lessor in respect of the Block of Flats in which the Premises is situated in carrying out its obligations under and giving effect to the provisions of the Seventh Schedule hereto including clauses 9 to 12 inclusive of that Schedule Provided Always that the Lessee shall not be required to contribute more than once for works carried out by the Lessor on the estate or the Block of Flats of which the property forms part

19. The Lessee shall on the first day of each month during the continuance of this demise pay in advance to the Lessor on account of the Lessee's obligations under the last preceding clause an amount equal to one twelfth of the Rent Charge due from or paid by the Lessee to the Lessor for the accounting period to which the most recent notice under clause 12 of the Seventh Schedule relates the first payment thereof to be on the execution hereof being a proportionate part of the Rent Charge up to the ~~18th~~ day of ~~April~~ next

20. The Lessee shall within 14 days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount of the Rent Charge (certified in accordance

Clause 12 of the Seventh Schedule) due from the Lessee to the Lessor or pursuant to Clause 19 of this Schedule for the accounting period to which the notice relates pay to the Lessor or be allowed to receive from the Lessor the balance by which that proportionate amount respectively exceeds or falls short of the sums paid by the Lessee to the Lessor pursuant to the last preceding clause during that period

THE SEVENTH SCHEDULE above referred to

PART I

Definition of the Rent Charge

The Rent Charge shall be such sum as shall amount to the total of the sums referred to in Clauses 18 of the Sixth Schedule heretofore notified to the Lessee in accordance with the provisions of Part II of this Schedule payable free from all deductions within six months of demand

PART II

Obligations on the Part of the Lessor

The Lessor shall pay all existing and future rates taxes assessments and outgoings now or hereafter imposed on or payable in respect of the Reserved Property

The Lessor shall keep all buildings for the time being on the premises insured in the name of the Lessor against loss or damage by fire aircraft explosion storm tempest or (so far as insurable) act of war or accident or by any other peril within the usual

rehensive policy of the insurers to the full cost of
ilding plus 10% for professional fees in some reputable
rance office and shall also take out and keep

oot in those names a policy of insurance in some reputable
rance office covering liability for injury to persons on the
te and shall make all payments necessary for those purposes
in seven days after they become payable and shall produce to
Lessee on demand the policies of such insurance and the
ipt for every such payment

As often as any such building is destroyed or damaged by fire
aircraft or any other such insured peril the Lessor shall
ild and reinstate it in accordance with the bye-laws
lations and planning or development schemes of any competent
ority for the time being affecting it and it is hereby agreed
any moneys received in respect of the insurance above
ided for shall be applied so far as they extend in so
ilding or reinstating any such building

(a) The Lessor shall keep the Reserved Property and all
fixtures and fittings therein and additions thereto in a
good and tenantable state of repair and condition
including the renewal and replacement of all work or
damaged parts PROVIDED that nothing herein contained
shall prejudice the Lessor's right to recover from the
Lessee or any other person the amount or value of any
loss or damage suffered or caused to the Lessor or the

Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person

(b) The Lessor shall at least once every 5 years during the course of this demise paint with 2 coats at least of paint of suitable quality in a workmanlike manner all the exterior wood metal stucco and cement work of the Reserved Property and other parts heretofore or usually painted and any additions thereto

To pay a due proportion towards the cost of maintaining all y walls bounding the Reserved Property

The Lessor shall before repairing any joist or beam to which attached any ceiling of the Premises and before carrying out repairs or works to the Reserved Property for the carrying out which it requires access to the premises give reasonable notice except in cases of extreme urgency to give 48 hours notice in writing to the Lessee) the Lessor shall on the expiry of such notice be entitled to repair that joist or beam or carry out those repairs or works and in doing so to have any required access to the premises but shall act carefully and reasonably doing as little damage as possible to the premises and make good all damage

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

The Lessor shall be responsible for the maintenance care and
preservation of the Landscaped Areas forming part of the Estate

The Lessor shall employ and engage such servants agents and
contractors as it considers necessary or desirable for the
performance of its obligations under this Schedule and pay their
commission fees and charges and shall be entitled to charge
management fee for ensuring that all matters referred to in this
Schedule are duly carried out and complied with

(a) The Lessor shall so far as it considers practicable
equalise the amount from year to year of its costs and
expenses incurred in carrying out its obligations under this
Schedule by charging against such costs and expenses in each
year and carrying to a reserve fund or funds and in subsequent
years expending such sums as it considers reasonable by way of
provision for depreciation or for future expenses liabilities
or payments whether certain or contingent and whether
obligatory or discretionary

(b) If and so far as any moneys received by the Lessor from
the Lessee during any year by way of contribution to the
Lessor's said costs and expenses are not actually expended by
the Lessor during that year in pursuance of this Schedule
nor otherwise dealt with so as to be an allowable expense in
calculating the Lessor's income for tax purposes for that year
the Lessor shall hold those moneys upon trust to expend them
in subsequent years in pursuance of this Schedule thereto upon
trust for the Lessee absolutely

The Lessor shall keep proper books of account of all costs and expenses incurred by it in carrying out its obligations under this Schedule and an account shall be taken on the 30th day of September next and on the 30th day of September in every subsequent year during the continuance of this demise and on the termination of this demise of the amount of those incurred since commencement of this demise or the date of the last preceding account as the case may be

The Lessor shall within 6 months of the date of which the account provided for in Clause 11 of this Schedule is taken serve the Lessee a notice in writing stating the total and proportionate amounts specified by and certified in accordance with the last preceding clause PROVIDED THAT the Lessor shall at times be at liberty to serve upon the Lessee notice of the estimated Rent Charge for any one accounting period not less than one month before the commencement of such accounting period and in the event of the Lessee receiving such notice the Rent Charge payable hereunder for the said accounting period shall be in accordance with the estimated amount but such estimated amount shall be paid to the Lessor without prejudice to the provisions of Clause 10 of this Schedule and Clause 19 of the Sixth Schedule

THE COVENANTS and obligations of the Lessor contained in or arising under this Schedule are subject to and conditional upon the same matters as are specified in the last clause of the Fourth Schedule

WITHSTANDING anything hereinbefore contained the Lessor shall be liable to the Lessee nor shall the Lessee have any claim inst the Lessor in respect of any interruption in any of the vices hereinbefore mentioned by reason of necessary repair or ntenance of any installation or apparatus or damage thereto or truction thereof

fire water act of God or other cause beyond the Lessor's trol or by reason of mechanised or other defect or breakdown or st or other inclement conditions or unavoidable shortage of l materials water or labour

C. V. Golda

GNED as a DEED by the said

SSEE in the presence of:-



SERVICE Eng.