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**LONDON RENT ASSESSMENT PANEL**

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION under Section 27A of the Landlord & Tenant Act 1985 and Schedule 11 of the Commonhold & Leasehold Reform Act 2002, after hearing on 20<sup>th</sup> and 21<sup>st</sup> June 2012**

**Case Reference:** LON/00BB/LSC/2012/0228

**Premises:** Apartment 1, 29 Ruscoe Road, Canning Town, London E16

**Applicant:** Mr & Mrs F. Mahmoud (Landlords)

**Represented by:** Mr J. D. Thornton; Managing Director, Hurford Salvi Carr;  
Managing Agents

**Respondents:** Mr & Mrs S. Ghuman (Leaseholders)

**Represented by:** In person

**Tribunal:** Mr L. W. G. Robson LLB(Hons)  
Mrs S. F. Redmond BSc(Econ) MRICS  
Mr J. Francis QPM

**Hearing Dates:** 20<sup>th</sup> and 21<sup>st</sup> June 2012

**Decision Date:** 17th July 2012

## Decisions of the Tribunal

(1) The Tribunal determines that as the case had been referred by the Derby County Court, its jurisdiction was limited to consideration of the service charge years 2007, 2008 and 2009, and for estimated service charges in the years 2010 and 2011, although final accounts for those years had been produced.

(2) Reasonable cleaning charges for the years commencing 1<sup>st</sup> January 2007 are:

2007 - £1,200

2008 - £1,200

2009 - £1,200

2010 estimate – NIL (no evidence of work done)

2011 estimate – NIL (Ditto)

(3) Insurance

2007 – £1,980.04

2008 - £2,061.02

2009 - £2,917.50

2010 – NIL - Not demanded in sums referred by County Court

2011 – NIL Not in budget figure

(4) Repairs and Maintenance

2007 – Repairs - all the work had been done. However It considered that Ashby & Horner invoice 6961 related to unnecessary work to the wall and door stop. Thus it deducted £197.40 from that item. All other invoices accepted for 2007.

2008 - Repairs to glass window in Respondents' flat- Damage caused from inside the flat. The glazing unit is part of the Respondents' demise therefore the whole of the cost of the work should fall on the Respondents. The cost of the work was reasonable.

-Construction of the postboxes – The initial work had been done correctly, but did not include the external work. The Tribunal decided that the materials charges seemed right, but 14 hours' labour was too much. The Tribunal deducted £211.50, i.e. four hours' work).

- All other work accepted. The total allowed for repairs and maintenance in 2008 by the Tribunal was £2,395.75 minus £211.50, - i.e. £2,184.25.

2009 – The Tribunal accepted all the repairs and maintenance done in 2009 were allowable. The demand for £1,322 appeared erroneous. The Tribunal allowed £990.21 only, as shown on p.338 of the bundle.

2010 – Nil demanded

2011 – The Tribunal allowed the surveyor's fee of £177.60, as demanded.

(5) Management Fees –

2007 – 1,619.16 allowed as demanded

2008 - £1,680.97 allowed as demanded

2009 - £1,713.96 allowed as demanded

2010 – (budget) – Disallowed entirely. No evidence of management.

2011 – (budget) £2,352 allowed as demanded, but seems high.

(6) Interest added to outstanding balances (Finance Charges) - Subject to necessary adjustments for items deducted by this Tribunal, the charge is specifically provided for in the Lease, and therefore reasonable.

(7) Debt collection costs (in fact Administration Charges under CLARA 2002) - these charges were unreasonably demanded, therefore disallowed entirely.

(8) Section 20C - there is no power in the Lease, but if it is wrong in that conclusion, the Tribunal would allow 50% of the Applicants' costs of this application to be added to the service charge.

(9) The Tribunal further makes the decisions as set out under the various headings in this Decision

(10) The Tribunal orders that this case be referred back to the Derby County Court to deal with the outstanding items in the original claim.

## **Application**

1. The Applicants seek a determination pursuant to s.27A and 20C of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Respondents in respect of the Service charge years commencing on 1<sup>st</sup> January 2007, 2008, 2009, and in respect of estimated charges for the service charge years 2010 and 2011 under the terms of a lease ("the Lease") dated 1<sup>st</sup> September 2006, a copy of which is attached hereto as Appendix 2.
2. The relevant legal provisions are set out in Appendix 1 to this decision.

## **Hearing**

3. The Tribunal identified that the following matters remained in dispute:
  - i) Whether the Lease terms gave the Applicant power to charge for the items demanded.
  - ii) The cost and quality of specific items of service charge.
  - iii) Whether any costs and fees relating to this application were payable.
4. The Tribunal's detailed decisions appear immediately after the parties' submissions on each item remaining in dispute.

## **Jurisdiction**

5. The Tribunal noted that the parties had prepared evidence and submissions relating to all service charge years from 2006 up to 2012. The Tribunal advised the parties at the start of the hearing that as this case was a reference from the Derby County Court, the Tribunal only had jurisdiction to deal with matters raised in the claim referred to it, i.e. the sums totalling £4,653.36. The Applicant's managing agent in its letter of 21<sup>st</sup> May 2012 (p.309 of the bundle) broke down that total as follows: Ground Rent £375, service charges owing £3,427.18, £851.18 debt recovery charges, and Court fees - £100. Inspection of p.4-5 of the bundle, a customer balance detail from 1<sup>st</sup> July 2008 to 16<sup>th</sup> March 2012 revealed that the arrears began to accrue on 1<sup>st</sup> July 2008, When proceedings commenced, on 4<sup>th</sup> October 2011, demands had been made for balancing charges for the service charge years 2007, 2008, and 2009, as well as demands for estimated service charges for the years 2010, and 2011. Thus the Tribunal considered that it had no jurisdiction to decide upon the final service charges for 2006, 2010, and 2011, or any figure demanded in 2012. It had no jurisdiction to decide upon Ground Rents. The parties accepted these points. The Tribunal commented that its decisions upon those matters upon which it had jurisdiction should prove helpful in assisting the parties to settle disputed items in other years.

### **Agreed Matters**

6. The parties informed the Tribunal that originally there had been five units in the block. The landlord had created two further units. After some dispute, in 2010 it had been agreed that the service charges should be divided by seven rather than five, as stated in the Lease. The terms of this agreement had been partly performed, and credit appeared in the service charge for the Respondents, relating to this agreement. No formal deed of variation appears to record the agreement.
7. The Respondents agreed at the start of the hearing that they did not dispute that the terms of the Lease generally gave the landlord the power to charge a service charge, although they still disputed specific items, particularly the debt collection costs placed on their account. These specific items are dealt with below. The Tribunal explained that the debt collection costs items were more properly Administration Charges, falling under Schedule 11 of the Commonhold and Leasehold Reform Act 2002, and that it would deal with them.
8. The parties made written submissions prior to the hearing, and oral submissions at the hearing. For convenience, the Tribunal has grouped all the evidence under the headings noted below.

### **Cost and Quality of specific Items – matters included**

9. The hearing continued by examining the specific items referred to in the Scott Schedule prepared in relation to the County Court proceedings on 28<sup>th</sup> February 2012 (“the Shorter Scott Schedule”), as well as a longer schedule prepared on 21<sup>st</sup> May 2012 in reply to the Respondents’ first statement of case in this application dated 16<sup>th</sup> April 2012. Mr Thornton advised the Tribunal that although the further longer schedule had been prepared (“the Longer Scott Schedule”), he considered that his client had not had sufficient warning of disputes relating to additional items noted there.
10. The Respondents submitted that they had assumed that their letter of 15<sup>th</sup> December 2011, which the later schedule summarised, was included in the statements they had made to the Tribunal in this application.
11. The Tribunal decided that although the Applicants could reasonably have assumed from the papers that only the Shorter Scott Schedule was in dispute, the Longer Scott Schedule had been prepared by their agents, and they were not unaware of the matters in dispute. The Tribunal, taking note of the evidence before them, did not accept that the Longer Scott Schedule should be excluded, but agreed that it would take into account Mr Thornton’s comments on particular items if they were contentious on that particular issue. To ensure fairness, and also to avoid the cost of an inspection, the Tribunal invited both parties to submit further evidence on the second morning of the hearing, and where evidence was available they did so. This evidence was helpful to the Tribunal.

## A. Cleaning

12. Mr Thornton submitted that his firm had managed the property since mid 2006. It had offered a full service until November 2009, when it had been dismissed, due to a disagreement with the Applicants over certain proposed works to cure a water leak. From December 2009 until December 2010 the Applicants had managed the property themselves. They had then asked his firm to take over management again on a limited basis, but had retained responsibility for the cleaning. He could not give evidence for the cleaning after November 2009. The invoices of the contractors his firm had used, A1 Cleaning UK Ltd, were in the bundle. He agreed that some of the invoices from that company referred to daily cleaning, including communal toilets, but in fact there were no toilets, and the cleaning was in fact carried out weekly. The cost did not include wcs and daily cleaning and was reasonable and the work was done regularly. In answer to questions, he said he had not been to the property himself, but understood it comprised 3 floors and the stairs internally, and an external area. He considered that it was reasonable to spend 3 hours to do the cleaning.
13. The Respondents produced photographs of the common parts taken on 20<sup>th</sup> June 2012. They submitted that the cleaning was not being done regularly or at all. They suggested that the cleaning had never been done well. There were no carpets to clean. The charges for 2007 were £3,492.52, for £2008 - £3,811.30, for 2009 - £3,117. The costs were excessive. The cleaning bills should not be more than £720 annually. They owned a number of other properties and generally paid much less. They had sought quotes for cleaning and produced emails which showed a range from £18 - £25 per hour depending upon "frequency location etc". No cleaning work at all had been done since 2009.
14. The Tribunal considered the evidence. Mr Thornton had produced copies of a Health And Safety at Work Report, and a Fire Risk Assessment both dated May 2009. The internal common parts in the photographs looked clean, tidy, and well maintained. There was carpeting on the stairs, but the landings had wood flooring. By contrast the photographs produced by the Respondents on 20<sup>th</sup> June 2012 showed very neglected common parts, with items lying about. **The Tribunal concluded that during the period when the internal cleaning was managed by Hurford Salvi Carr, it had been done satisfactorily, but photographs of the external area showed abandoned items lying there. There were no invoices for the period after November 2009. The Tribunal decided that there was insufficient evidence of the work being done since 2009, and disallowed the charge demanded in the (estimated) charges for 2010 and 2011 entirely.** Further, the Tribunal did not accept the time apparently being taken to do the cleaning in 2007 - 2009, by reference to the area to be done. The internal work should be done in little more than one hour, and there was no evidence of external work. **The Tribunal concluded that a charge of £1,200 per annum (including VAT) for the cleaning was reasonable for that period representing 4 hours per month at £25 per hour including VAT.**

## B. Repairs and Maintenance

2007 – Repairs to the wall behind front door and door stop.

15. The Applicant submitted that the work had been done satisfactorily, but further damage had occurred later. The Applicant again submitted the Health and Safety at Work Report, and the Fire Risk Assessment Report for 29 Ruscoe Road, both dated May 2009, and both containing photographs of the common parts, which Mr Thornton submitted would show the condition of many items in dispute.
16. The Respondents submitted that no work had been done. They provided photographs taken recently, showing a hole in the wall behind the door, and in their view, no evidence of the door stop.
17. The Tribunal considered the evidence. The photograph of this area in 2009 (Photo No 1 in the Health & Safety at Work Report dated May 2009) shows no signs of a mark where the door would hit the wall. The photograph taken by the Respondents on 20<sup>th</sup> June 2011 shows no door stop and a definite hole in the wall. The 2009 photograph is not sufficiently clear to show a door stop, but if the door had been hitting the wall for two years as alleged by the Respondents, a mark would show. There is thus circumstantial evidence that a door stop had been in place during the period 2007-2009. Thus the Tribunal decided that the work had been done. However the Tribunal considered that £600 was an excessive figure for this work. It considered that Ashley & Horner's invoice 6961 related to unnecessary work in this area. Thus it deducted £197.40 from that item. All other Repair and Maintenance invoices were accepted for 2007.

2008 - Repairs to double glazed window in Respondent's flat.

18. The Applicant submitted that the work had been done. There was a worksheet instruction to Mikey Locks to do the work in the bundle. The Respondents submitted that it had not been done.
19. The Tribunal considered the evidence including the photographs noted above. Close inspection of the 2012 photographs taken by Respondents reveal that only the inner pane of the unit was cracked, and the damage appeared quite recent. The damage therefore must have been caused from the inside the flat. This unit is in fact part of the Respondents' demise, according to the 1<sup>st</sup> Schedule of the Lease. The Respondents had asked the Applicant to do the work. The Tribunal decided that the work and sum demanded seemed reasonable.

- Construction of the postboxes

20. The Applicant submitted that the work had been completed, and had the necessary financial records. The Respondents submitted that the work had not been completed and was too expensive. Their own researches suggested that the cost would be about £478, inclusive of fitting. The landlord should have used cheaper metal boxes, not wood. The actual cost was £957.64.

21. The Tribunal considered the evidence, again including the photographs. After close consideration of the 2009 and 2012 photographs, the Tribunal decided that the original work appeared to have been completed. It was clear from comparison of the 2009 and the recent photographs of the mailboxes that many had been forced, and locks removed, which is a common problem in a block such as this one. However the 2009 photographs also revealed that the external work for the boxes already existed. Thus the total cost of the boxes demanded seemed too high. The Tribunal decided that the materials charges seemed right, but the time spent on the work was 14 hours, which seemed unreasonably long. The Tribunal considered that 10 hours' work was sufficient, and deducted £211.50.

#### Other Ashley & Horner invoices in 2008.

22. The Applicant submitted that the work had been done, and it was reasonable. The work complained of consisted mainly of inspections and maintenance checks. Not all invoices were in the bundle, and the Tribunal noted Mr Thornton's comment that he was not fully prepared to argue for this item. He said the maintenance and electrical checks were done every two months.

23. The Respondents considered that the number of maintenance checks was excessive and the cost of changing light bulbs was much too high. The charges were due to one of the light fittings which was corroded and damp due to neglect by the agents. It was costing £700 per year to change one small bulb. They complained about the connection between Ashby & Horner and Hurford Salvi Carr.

24. The Tribunal considered the evidence. There was some evidence that the work had been done in the documents, and it seemed reasonable for such work to be done. Contrary to the Respondents' contention, the numerous maintenance checks particularly seemed appropriate, in view of the vandalized front door which had been dealt with not long before. The 2009 photographs gave the impression of the internal common parts (including the light bulbs) in good condition. The work done appeared reasonable.

25. However, the accounting evidence of the cost of the total work done in that year was confusing. The Tribunal discovered four separate totals, £1,388.76 from the Budget/Actual costs summaries sent to the Respondents, £2,395 from the Shorter Scott Schedule, £3,739 from the certified accounts, and £2395.75 on the summary on page 338 of the bundle. The Tribunal considered from the evidence that the last figure was in fact the most reliable.

26. Thus the total allowed for repairs and maintenance in 2008 by the Tribunal was £2,395.75 minus £211.50, - i.e. £2,184.25.



## 2009 Repairs and Maintenance

27. The items in dispute in this period related entirely to Ashby & Horner invoices for electrical and maintenance checks, also some minor repairs and safety signs. Again the Respondents considered that the work was too expensive, or unnecessary.
28. In the light of the evidence noted above, particularly the photographs, the Tribunal accepted all the repairs and maintenance items noted on p.338 of the bundle and charged in 2009 were allowable. The signage work was clearly in response to safety issues, and the same considerations for the maintenance and electrical checks in 2008 applied.
29. The Tribunal noted that the demand made totalled £1,322 but the figures shown on P.338 only totalled £990.21. The Tribunal therefore allowed £990.21 only.

## 2010 Repairs & Maintenance

30. No demand was made for these items

## 2011 Repairs and maintenance

31. The Respondents did not, in the end, dispute this item. The Tribunal allowed the surveyor's fee of £177.60, as demanded. There was evidence of the work being done, and the cost appeared reasonable.

## C. Insurance

32. Mr Thornton submitted that the insurance was always brokered by the Applicants, not his firm. His firm merely passed on the cost notified by the landlord. However he understood that the landlords did actively broker the insurance. He also submitted that the Respondents had not produced a comparable quote, but the cost for another rather different building. He rejected the suggestion that information for obtaining a quote had been withheld. The Respondents were free to inspect the invoices if they wished. They should request the information needed from the landlord to get a quote. They had not done so. In fact only the insurance demands for 2008/9 and 2009/10 were in dispute.
33. The Respondents referred to information received relating to another of their properties in Mare Street, which comprised 12 units, insured by the same company for a significantly lower premium. The Applicants had not sent copies of the insurance for the subject property, despite requests.
34. The Tribunal compared the two summaries of insurance for the properties. The policies covered very different amounts and risks. The Tribunal relied upon its own knowledge and experience, in the absence of more reliable evidence. It decided that the charges being made were full ones, but not excessive for the

property, risks, and so far as it could be ascertained, the claims record. The figures supplied varied considerably, but the Tribunal has decided that the summary on p.338 of the bundle was the most reliable. Thus the following charges were reasonable:

2007 - £1,980.04

2008 - £2,061.02

2009 - £2,917.50

2010 – (Estimated) NIL - Not in sum claimed in Court

2011 – (Estimated) Not in Budget

35. For 2010 and subsequent years the parties are free to apply directly to the Tribunal if they so wish upon receipt of the final demands.

#### D. Management Charges

36. Mr Thornton submitted a copy of the management agreement signed in 2006. It followed RICS requirements. He was unable to locate a copy of the agreement signed for 2010 but believed it was substantially similar. There had been problems with this building. There had been difficulties with the landlord in 2009, particularly over the leak affecting the Respondent's property, and he could offer no information about management in 2010. From January 2011 they had been asked to take back the management, but without the cleaning. He was aware that the tenants were dissatisfied with the cleaning at present. He believed the charges made by his firm were in line with the agreement, and that the charges were reasonable. The Respondents had brought evidence that a unit charge in the London area was only £46. He found that very strange. He knew of no firm which could charge such a low amount. He considered that the connection between his firm and Ashby & Horner was beneficial, in that A & H was prepared to wait for its money, by giving credit for several months, rather than expect payment immediately. In cases where the service charge fund had no money, it meant that services could continue, rather than stop.
37. The Respondents submitted that the management was poor. There had been none at all in 2010. Again they referred to costs for the block in which they also had property.
38. The Tribunal considered the evidence. The 2007 agreement was produced, charging £265 per unit plus VAT. Tribunal decided that Hurford Salvi Carr had mostly managed to a reasonable standard in difficult circumstances in the periods of its management, although more care over supervision of Ashley & Horner work seemed necessary. There was no evidence of the landlord's own management in 2010, and the Respondent's uncontradicted evidence was that none had taken place. The Tribunal decided to allow:
- 2007 – 1,619.16 allowed as demanded
- 2008 - £1,680.97 allowed as demanded
- 2009 - £1,713.96 allowed as demanded

2010 – (budget) – Disallowed entirely. No satisfactory evidence of management.

2011 – (budget) £2,352 allowed as demanded, but seems high at £280 per unit. The Tribunal would expect a copy of the latest agreement to be produced once the final annual accounts are prepared

#### E. Interest added to outstanding balances (Finance Charges)

39. The Applicants considered that there was power in clause 2.20 of the Lease to charge interest on monies owed but unpaid. The Applicants did not always apply this clause, but did so where money was significantly overdue. In one instance the Applicants had waived the interest charge for the Respondents. The record showed that the Respondents were regularly 2 - 4 months overdue.
40. The Respondents considered that charging interest was oppressive. They particularly complained about a charge made in January 2009, which they considered had been improperly charged. Further they considered that a letter sent by one of the Applicants personally had agreed that the Respondents paid on time.
41. The Tribunal considered the evidence. Clause 2.20 of the Lease provides:
- “In the event that any rent, Service charge or other sum payable by the tenant hereunder is unpaid for twenty one days from the date of demand therefor interest shall be payable thereon from the due date for payment until the date of actual payment at the rate (calculated on a daily basis) of Four per centum per annum (sic) over base rate of Barclays Bank PLC from time to time (whichever is the greater) and the same shall be recoverable by action or by distress as for rent in arrear”*
42. The Tribunal decided, notwithstanding the obvious errors in the clause, that it was clear what was intended. The Tribunal did not accept the Respondents' submissions that the charge in January 2009 had been improperly applied, as it appeared to relate to an earlier demand. The landlord was entitled to apply the clause, and in the absence of bad faith, could decide whether or not to apply it to all payments more than 21 days overdue. The record showed significant arrears over the period in question. The email letter from Mr Mahmoud dated 8<sup>th</sup> October 2009 was very vague in its terms, and did not appear to be directed towards waiving the interest charges. Subject to the necessary adjustments for items deducted by this Tribunal, the Tribunal decided that the sums demanded were reasonable, subject only to checking the relevant arithmetic.

F. Debt collection costs (in fact Administration Charges under CLARA 2002)

43. The Applicants submitted these charges were chargeable under Clause 2.14.1, which related to costs incurred in contemplation of serving a notice prior to forfeiture under Section 146.
44. The Respondents submitted that the charges were not payable.
45. The Tribunal considered the evidence. It decided against the Applicants' submission. While it was correct that the decision of a Tribunal is now necessary under Section 168 of the Commonhold & Leasehold Reform Act 2002 before issuing a demand under Section 146 of the Law of Property Act 1925, the Applicants have made no application under Section 168. Also there is no evidence, warning or pleading that the Landlord intended to forfeit the Lease, and until this application has been decided there are no grounds to do so (see particularly the letter at P.95 of the bundle). Thus the Tribunal decided that these charges were unreasonably demanded.

Section 20C

46. Mr Thornton said he had no instructions on whether his clients would seek to charge the service charge with the costs of this application. He believed there was power in the Lease to do so, but was not specific. He considered that the Respondents had not attempted to reach a settlement. They had not paid what they thought they owed. They did not start an application to the LVT. They had not complied with Directions. The landlord should be allowed to recover his costs.
47. The Respondents submitted that the Applicants and their agents were split, and that this caused confusion. The Respondents had tried to have meetings, but the landlord did not respond, but took them to Court. They had paid the ground rent and insurance on time. They should not have to pay charges they were not happy with.
48. The Tribunal considered the evidence. It decided that there was no power in the Lease for the landlord to charge its costs of the application to the service charge. If the tribunal is wrong in that view then the Tribunal would allow 50% of Applicants' costs of this application to be added to the service charge.

Other Matters

49. While not forming part of the decision, the Tribunal notes the allegation that the Applicants are "starving" the Service Charge account by not paying their proper share of the service charges in respect of the properties they own in due time, leading to difficulties in doing urgent work. This is a matter which should be dealt with by the County Court, not this Tribunal. Likewise ground rent and costs in the County Court remain a matter for the Court.

50. The Tribunal now orders that this case be referred back to the Derby County Court for disposal of outstanding matters.

L. W. G. Robson

Signed: Lancelot Robson

Chairman

Date: 17th July 2012

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## Appendix 1 - relevant legislation

### Landlord and Tenant Act 1985

#### Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a Tenant of a dwelling as part of or in addition to the rent -
  - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the Landlord's costs of management, and
  - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the Landlord, or a superior Landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
  - (a) "costs" includes overheads, and
  - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

#### Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
  - (a) only to the extent that they are reasonably incurred, and
  - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

#### Section 27A

- (1) An application may be made to a Leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to -
  - (a) the person by whom it is payable,
  - (b) the person to whom it is payable,
  - (c) the amount which is payable,
  - (d) the date at or by which it is payable, and
  - (e) the manner in which it is payable.

- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to a Leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
  - (a) the person by whom it would be payable,
  - (b) the person to whom it would be payable,
  - (c) the amount which would be payable,
  - (d) the date at or by which it would be payable, and
  - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
  - (a) has been agreed or admitted by the Tenant,
  - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the Tenant is a party,
  - (c) has been the subject of determination by a court, or
  - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the Tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

### **Section 20C**

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or leasehold valuation tribunal, or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
  - (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
  - (aa) in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;
  - (b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;
  - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
  - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

## **Commonhold and Leasehold Reform Act 2002**

### **Schedule 11, paragraph 1**

- (1) In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
- (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
  - (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
  - (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
  - (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.
- (2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.
- (3) In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—
- (a) specified in his lease, nor
  - (b) calculated in accordance with a formula specified in his lease.
- (4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

### **Schedule 11, paragraph 2**

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

### **Schedule 11, paragraph 5**

- (1) An application may be made to a leasehold valuation tribunal for a determination whether an administration charge is payable and, if it is, as to—
- (a) the person by whom it is payable,
  - (b) the person to whom it is payable,



- (c) the amount which is payable,
  - (d) the date at or by which it is payable, and
  - (e) the manner in which it is payable.
- (2) Sub-paragraph (1) applies whether or not any payment has been made.
- (3) The jurisdiction conferred on a leasehold valuation tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.
- (4) No application under sub-paragraph (1) may be made in respect of a matter which—
- (a) has been agreed or admitted by the tenant,
  - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
  - (c) has been the subject of determination by a court, or
  - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.
- (6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—
- (a) in a particular manner, or
  - (b) on particular evidence,
- of any question which may be the subject matter of an application under sub-paragraph (1).

## APPENDIX 2

- See Copy Lease dated 1<sup>st</sup> September 2006 attached

DATED

18<sup>th</sup> September

2006

11  
~~11/09/06~~

(1) FAZAL MAHMOOD and AYSHA MAHMOOD

- and -

(2) SPINDER GHUMAN and BALJIT GHUMAN

**COUNTERPART LEASE**

OF

APARTMENT 1

29 Ruscoe Road Canning Town London E16

Crust Lane Davis LLP  
541 Cranbrook Road  
Ilford Essex IG2 6HF

We hereby certify this to be a  
true copy of the original  
**CRUST LANE DAVIS LLP**  
**CRUST LANE DAVIS LLP**

LR1. Date of lease	1 <sup>st</sup> September 2006
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s)  <b>Title number(s) out of which this lease is granted.</b>  <b>Leave blank if not registered.</b>  EX33608</p> <p>LR2.2 Other title numbers  <b>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</b></p>
LR3. Parties to this lease	<p>Landlord  <b>FAZAL MAHMOOD and AYSHA MAHMOOD</b>  <b>of The Willows 13 Oakhurst Gardens London E17 3PX</b></p> <p>Tenant  <b>SPINDER GHUMAN &amp; BALJIT GHUMAN</b>  <b>of Spinney Lime Lane Morely Derbyshire SE7 6DE</b></p> <p><i>Other parties</i>  <b>Specify capacity of each party, for example "management company", "guarantor", etc.</b></p>
LR4. Property	<p><b>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.</b></p> <p><b>The apartment numbered 1 on the ground and basement floors of the Building all of which apartment is shown edged red on the Plan</b></p> <p><b>Insert a full description of the land being leased</b>  or  <b>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</b></p> <p><b>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</b></p>

<p><b>LR5. Prescribed statements etc.</b></p> <p>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p><b>LR5.1</b> Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p><b>LR5.2</b> This lease is made under, or by reference to, provisions of:</p>
<p><b>LR6. Term for which the Property is leased</b></p> <p>Include only the appropriate statement (duly completed) from the three options.</p> <p><b>NOTE:</b> The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</p>	<p><b>The term is as follows:</b> 125 years from 1<sup>st</sup> January 2006</p>
<p><b>LR7. Premium</b></p> <p>Specify the total premium, inclusive of any VAT where payable.</p>	<p><b>£225,000.00</b></p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the wording of the provision.</p>	<p><b>This lease does not contain a provision that prohibits or restricts dispositions.</b></p>

<p><b>LR9. Rights of acquisition etc.</b></p> <p>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p><b>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</b></p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease.</b></p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b></p> <p>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p><b>CLAUSE 4</b></p>
<p><b>LR11. Easements</b></p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b> <b>SCHEDULE 2</b></p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b> <b>SCHEDULE 3 PARTS 1 AND 2</b></p>
<p><b>LR12. Estate rentcharge burdening the Property</b></p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</p>	

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**PARTICULARS**

- 1. DATE OF THIS LEASE                      1<sup>ST</sup> September                      2006
  
- 2. LANDLORD                                      FAZAL MAHMOOD and AYSHA MAHMOOD  
    of The Willows 13 Oakhurst Gardens London E17 3PX
  
- 3. TENANT    Mr BALJIT GHUMAN & Mrs BALJIT GHUMAN of  
    Spinney, Lime Lane, Morley, Derbyshire SE7 6DE
  
- 4. DEMISED PREMISES                      The apartment more particularly defined in  
    the First Schedule hereto
  
- 5. TERM    125 years from 1<sup>st</sup> January 2006
  
- 6. RENTS    (a) £250 increasing throughout the term  
    (b) The Service Charge
  
- 7. PREMIUM    Price in Words ONE HUNDRED AND EIGHTY FIVE  
    THOUSAND POUNDS (£225,000.00 In figures)
  
- 8. SERVICE CHARGE                              1/5<sup>th</sup> of Building Expenditure



H.M. LAND REGISTRY  
LAND REGISTRATION ACT 2002

LEASE OF PART

COUNTY & DISTRICT: GREATER LONDON NEWHAM  
TITLE NUMBER: EX33608  
PROPERTY: Apartment 1 - 29 Ruscoe Road Canning Town London E16

THIS LEASE is made on the date stated in the Particulars as hereinafter defined

BETWEEN

- (1) the Landlord specified in the said Particulars
- (2) the Tenant specified in the said Particulars

Definitions and Interpretation

1.1 In this Lease the following expressions shall have the following respective meanings where the context so admits:

- Apartments** the apartments within the Building
- Building** the building containing residential apartments on the basement ground first and second known as 29 Ruscoe Road Canning Town London E16 shown for the purpose of identification only edged green on the Plan
- Estate** all the land and buildings shown for the purposes of identification only edged blue on the Plan
- Common Parts** all parts of the Building and the Estate other than parts demised to the Tenant or other tenants by a Lease and edged green on The Plan and including without prejudice to the generality of the foregoing

- (a) foundations exterior walls internal loadbearing walls beams joists structural parts window frames railings roofs
- (b) Conduits serving the Demised Premises in common with other parts of the Building and Estate from the point of connection to the common distribution system of the Building and Estate
- (c) pedestrian entrance ways roads lobbies passages landings staircase and fire escapes

**Conduit**

any pipe wire vent duct cable channel sewer drain watercourse gutter shaft flue subway or other filing under through along over or by means of which any gas electricity or other power or signal or any air water soil or other matter may pass

**Insured Risks**

in respect of the Building loss or damage by fire and any of the perils normally covered by an Apartment owner's Policy and such other risks against which the Landlord may from time to time reasonably deem it necessary to insure subject to such exclusions and limitations as are imposed by the insurers and in respect of any plant machinery and equipment forming part of the Common Parts loss caused by the breakdown of the same and such other risks against which the Landlord may from time to time reasonably deem it necessary to insure subject to such exclusions and limitations as are imposed by the insurers  
None included with the Demised Premises

**Parking Space**

**Party Matters**

all party walls and boundaries dividing the Building from other property  
Conduits whether on or in the Building or any other property the use whereof is enjoyed by the Building in common with any other property and all other easements rights or privileges used or enjoyed by the Building in common with any such other property

**Requisite Notice**

a notice in writing to the Tenant twenty four hours before any entry is made on the Demised Premises or any part thereof PROVIDED THAT in the case of emergency no notice shall be required

<b>The Plan</b>	the plans annexed hereto
<b>Tenant</b>	the Tenant specified in the Particulars and includes the successors in title of the Tenant and the Tenant's personal representatives where the Tenant is an individual
<b>Termination Date</b>	the date of expiration or sooner determination of the Term

1.2 In this Lease where the context so admits words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the feminine or neuter gender and words importing the singular number only include the plural number and vice versa and where there are two or more individuals included in the expression "the Tenant" covenants herein expressed to be made by them shall be deemed to be made by such persons jointly and severally

1.3 The Clause headings shall not affect the interpretation hereof

1.4 The Particulars shall be included in this Lease and form part thereof

## 1. DEMISE

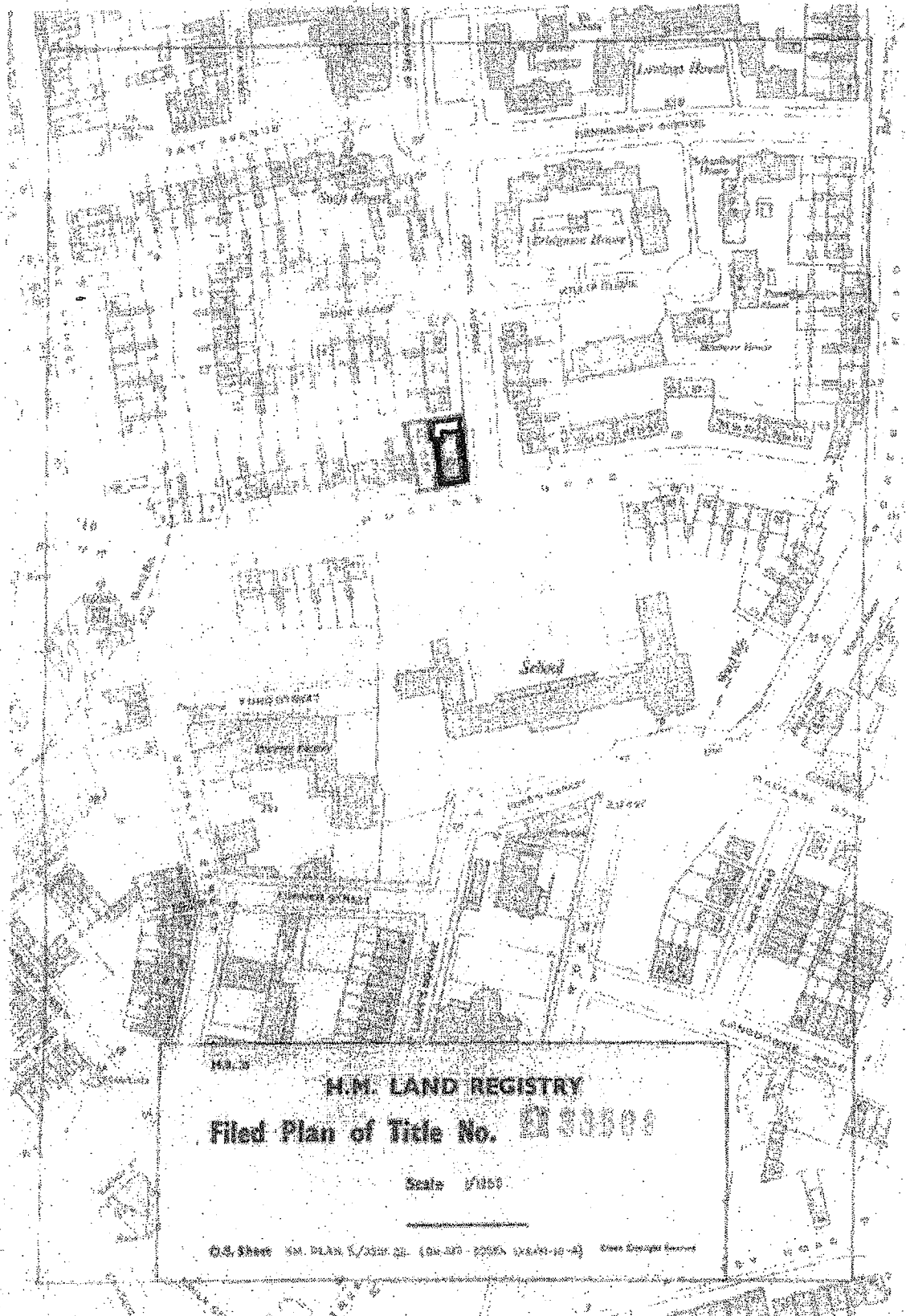
In consideration of the Premium paid to the Landlord by the Tenant on or before the execution hereof (the receipt whereof the Landlord hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Tenant to be paid observed and performed the Landlord HEREBY DEMISES unto the Tenant the Demised Premises TOGETHER WITH the easements rights and privileges mentioned in the Second Schedule hereto EXCEPTING AND RESERVING as mentioned in Part I of the Third Schedule hereto TO HOLD the Demised Premises unto the Tenant for the Term SUBJECT to the rights and matters as set out in Part II of the Third Schedule hereto YIELDING AND PAYING therefor yearly as follows:-

1.1 to the Landlord by way of ground rent:

1.1.1 TWO HUNDRED AND FIFTY POUNDS (£250) for the period until 31st December 2031

1.1.2 FIVE HUNDRED POUNDS (£500) for the period from 1st January 2032 to 31st December 2056

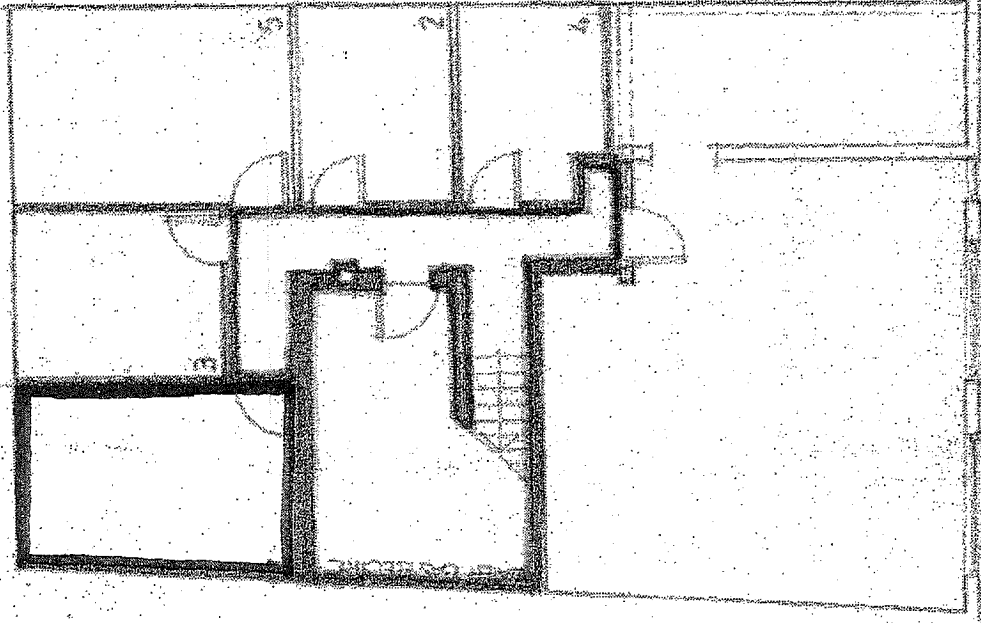
1.1.3 SEVEN HUNDRED AND FIFTY POUNDS (£750) for the period from 1st January 2057 to 31st December 2081



This plan shows the general position of the buildings to be erected on the site. It does not show the exact position of the buildings. The plan is intended to show the general position of the buildings and the layout of the site. It is not intended to show the exact position of the buildings. The plan is intended to show the general position of the buildings and the layout of the site. It is not intended to show the exact position of the buildings.

*B. Guinan*  
*J. J. O'Connell*

PROPOSED FOUND



FRONT AVENUE

1/4\"/>

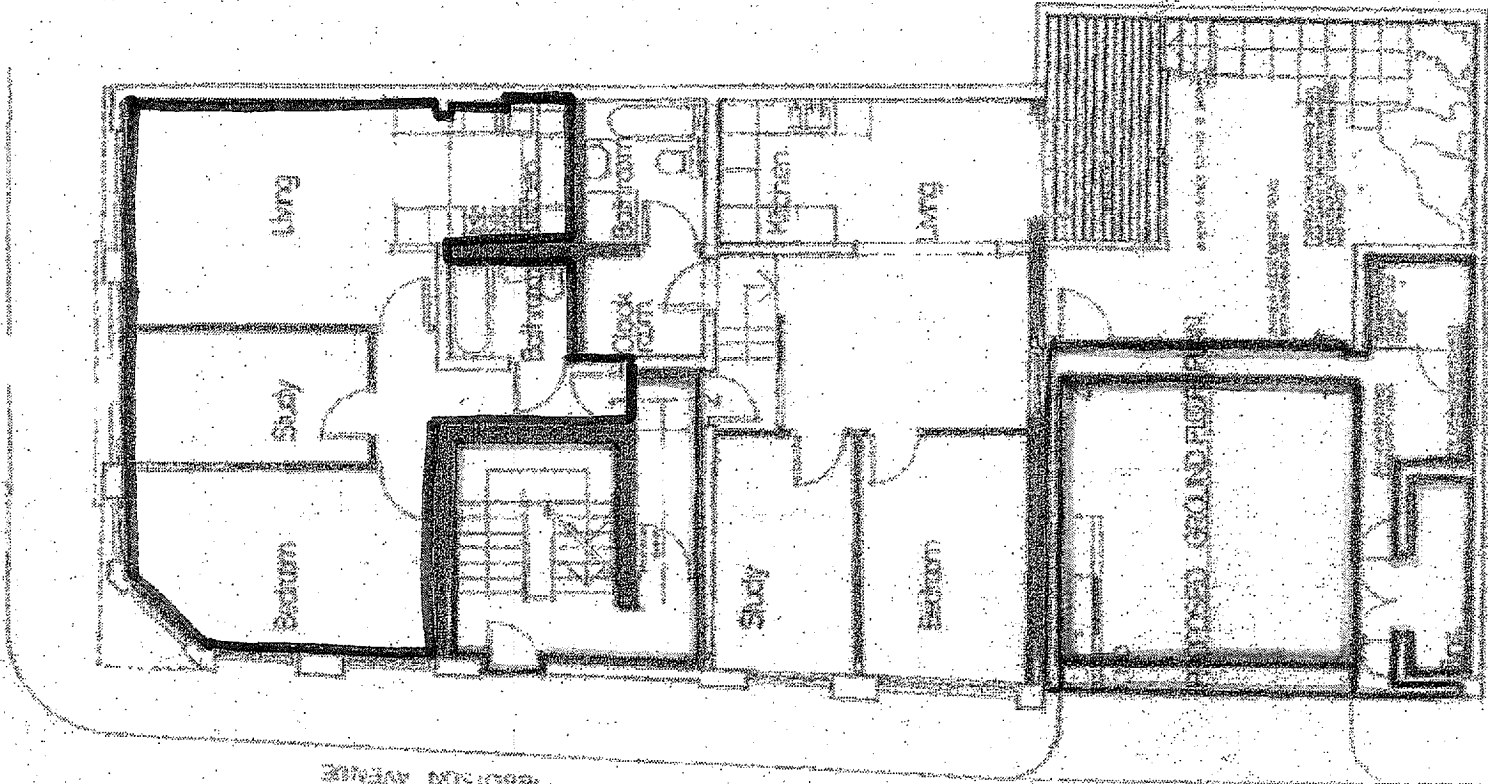
PROPOSED BASEMENT

B. Sullivan

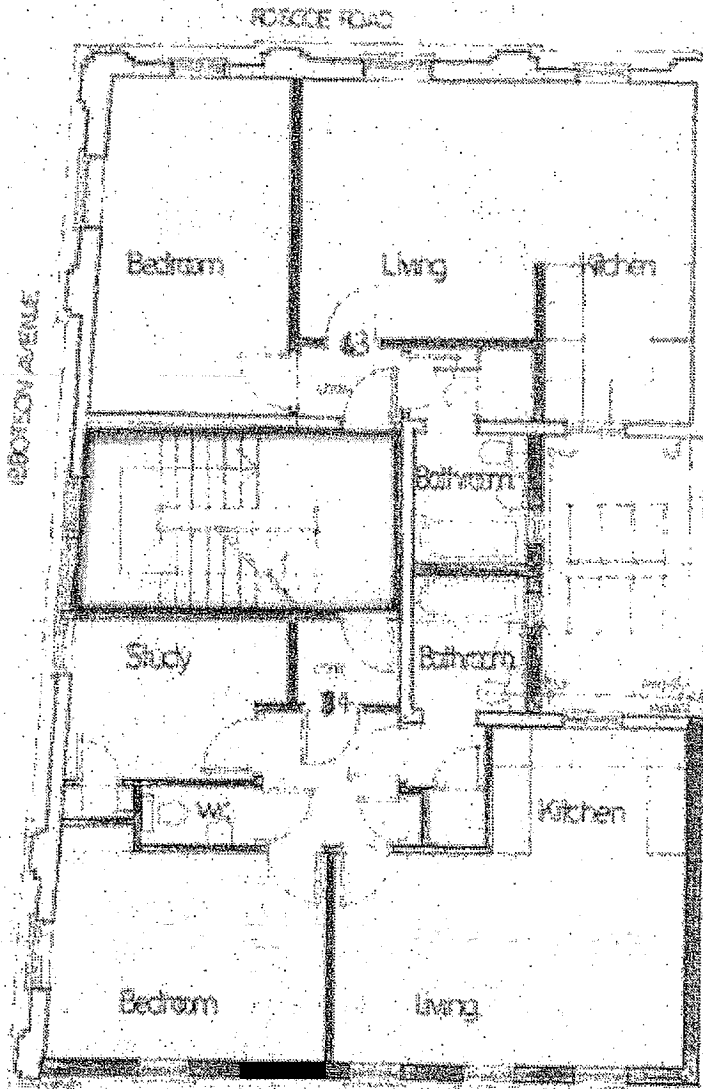
*[Handwritten signature]*

RISCOE ROAD

BOSTON AVENUE



B. Sullivan,  
*[Signature]*

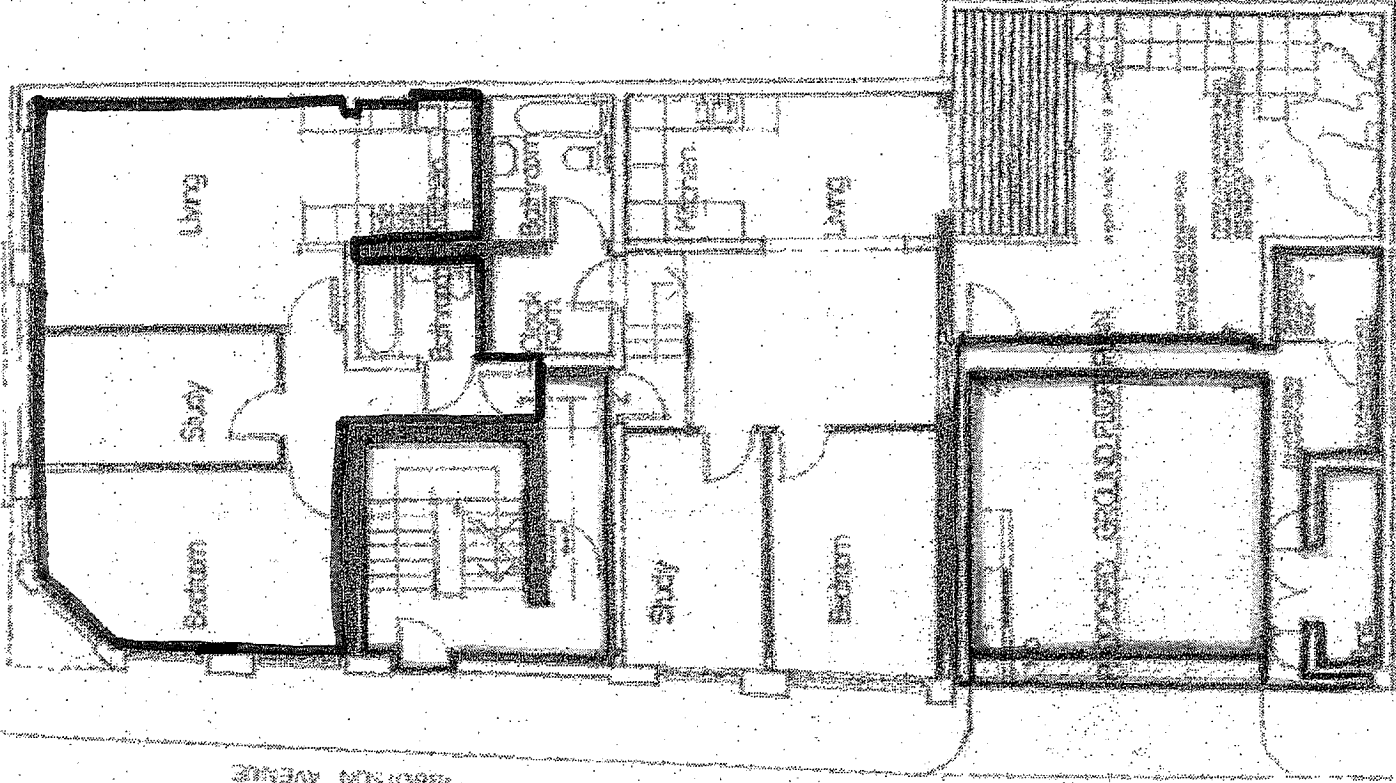


1:10  
PROPOSED FIRST FLOOR PLAN

*B. G. Gorman*  
*J. P. Chappin*

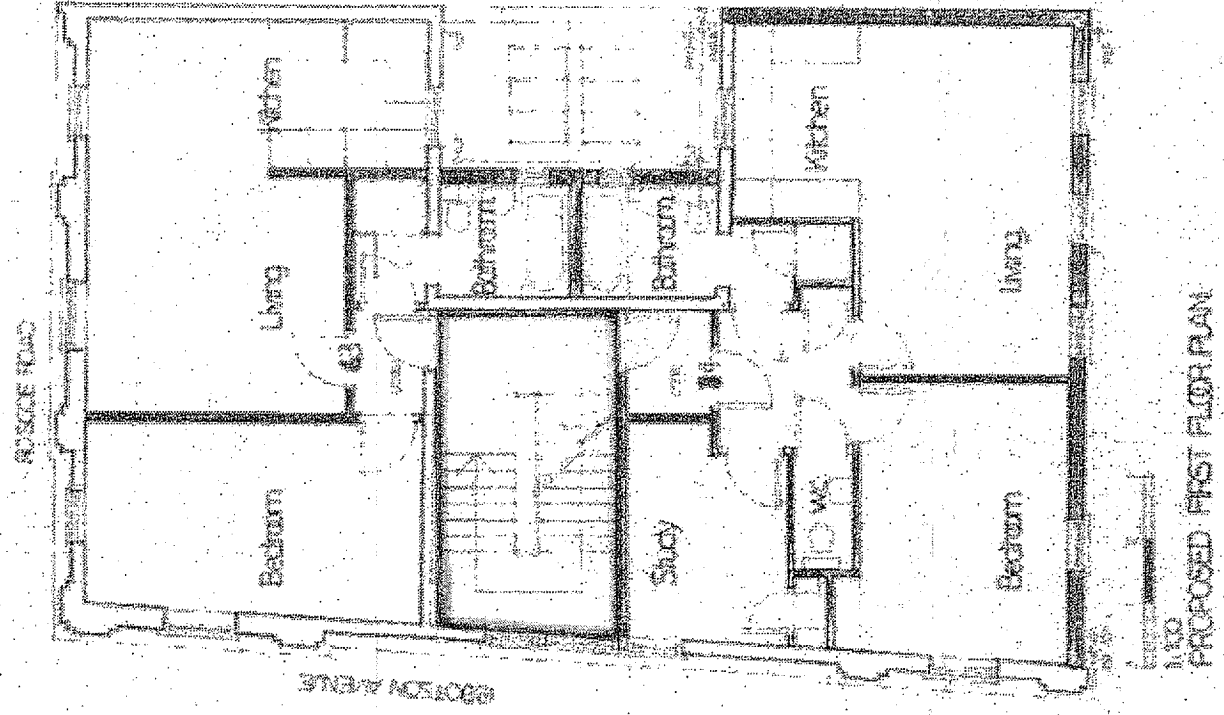
RUSSELL ROAD

ARBORN AVENUE



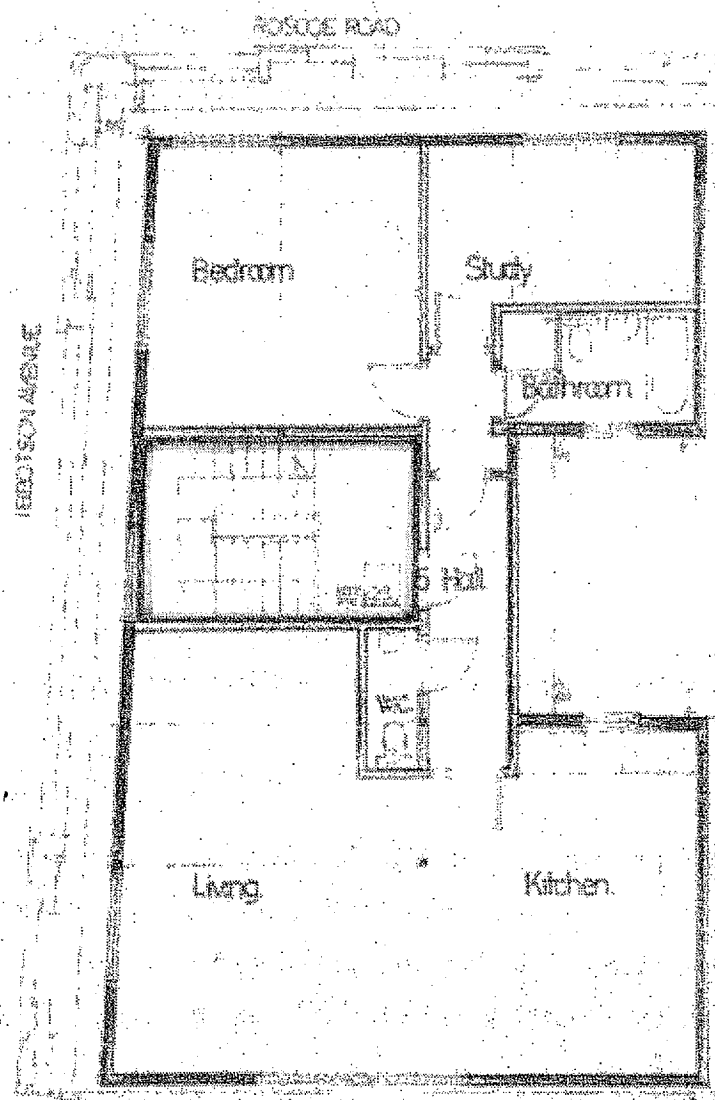
B. Sullivan,  
*[Signature]*





PROPOSED FIRST FLOOR PLAN

*B. Sullivan*  
*10/1/1922*



1100  
PROPOSED SECOND FLOOR PLAN

*B. Glueckman*  
*J. J. [Signature]*

1.1.4 ONE THOUSAND POUNDS (£1000) for the period from 1st January 2082 to 31st December 2106

1.1.5 ONE THOUSAND TWO HUNDRED AND FIFTY POUNDS (£1,250) for the period from 1st January 2107 until the end of the Term payable half-yearly in advance on the first day of January and the first day of July in each year without any deduction the first of such payments being a proportionate part to be made on the execution hereof

1.2 the sums payable as Service Charge pursuant to the Fourth Schedule hereto

**2. TENANT'S OBLIGATIONS**

The Tenant HEREBY COVENANTS with the Landlord and as separate covenants with the lessees of the other apartments in the Building as follows:

**2.1 Rent**

To pay the rents hereby reserved at the times and in the manner provided without any deduction

**2.2 Outgoings**

To pay all rates taxes charges duties burdens assessments dues outgoings and impositions whatsoever whether parliamentary parochial local or of any other description whatsoever which are now or shall at any time hereafter be charged rated assessed or imposed upon or in respect of the Demised Premises or any parts thereof or the fixtures therein or thereon or upon the Landlord Tenant or occupiers in respect thereof

**2.3 Statutory requirements**

At his own expense to do and execute or cause to be done and executed all such works and things as under or by virtue of any general or local Acts or Act of Parliament byelaw rules and regulations already or hereafter to be passed now are or shall or may be directed or required by the public local or any other authority to be done or executed upon or in respect of the Demised Premises or any part thereof and will at all times during the Term indemnify and keep indemnified the Landlord against all actions proceedings costs expenses claims losses and liability in respect thereof or incidental thereto

**2.4 General Repairs**

**2.4.1 Repair of Demised Premises**

At all times during the Term and as often as need shall require well and substantially to cleanse repair maintain support and uphold the Demised Premises and make good all damage occasioned thereto by any stopping up bursting leakage or overflow of water or any other substance in or from the Demised Premises or any part thereof and indemnify the Landlord against any claim loss damage or expense caused to the Landlord by reason of any breach of the repairing obligation on the part of the Tenant

#### **2.4.2 Tidiness**

To keep any parts of the Demised Premises visible from the exterior including any other external area (if any) forming part of the Demised Premises clean and tidy and not to hang laundry or other articles on any part of the exterior of the Demised Premises

#### **2.4.3 Clean windows**

To clean the windows in the Demised Premises internally and externally at least once in every 3 months and keep the said windows glazed at all times

#### **2.5 Internal decoration**

Once in every period of seven years of the Term and in the last year of the Term whether determined by effluxion of time or otherwise to paint paper and decorate the interior of the Demised Premises with materials of good quality in a proper and workmanlike manner

#### **2.6 Alterations**

Not without the previous written consent of the Landlord such consent not to be unreasonably withheld or delayed to erect any structure or partition or install any additional wiring plumbing or other installation at the Demised Premises nor make or suffer to be made any other alteration to the Demised Premises or its wiring plumbing or other installations so as to affect services elsewhere in the Building

#### **2.7 Waste**

Not to commit or permit or suffer any waste spoil or destruction in or upon the Demised Premises nor cut maim or injure or suffer to be cut maimed or injured any roof wall or ceiling within or enclosing the Demised Premises or any Conduits therein and not to obstruct but leave accessible at all times all casings or coverings of Conduits located within the Demised Premises

#### **2.8 Entry**

##### **2.8.1 To examine**

To permit the Landlord or its agents or workmen at all reasonable times (Requisite Notice having been given) to enter into and upon the Demised Premises for any purpose connected with the interest of the Landlord in the Building or the Demised Premises or its disposal charge or demise and in particular to examine the state and condition thereof and to ascertain that there has been and is no breach of or noncompliance by the Tenant with the covenants on the Tenant's part herein contained and within three months after the Landlord shall have served upon the Tenant written notice of any defects or wants of repair there found which the Tenant is liable to make good under the covenants herein contained well and sufficiently to repair and make good such defects and wants of repair and if the Tenant shall not within one month after the service of such notice proceed diligently with the execution of such repairs or shall not within three months thereafter have completed the same then to permit the Landlord its agents or workmen to enter upon the Demised Premises and cause such repairs to be carried out or completed and the cost thereof shall be a debt due from the Tenant to the Landlord and forthwith recoverable by action

#### 4.8.2 For works

To permit the Landlord its tenants and the occupiers of other parts of the Building or of any adjoining or neighbouring land and all other persons authorised by the Landlord their respective agents or workmen at all reasonable times (Requisite Notice having been given) to enter into and upon the Demised Premises to execute any repairs decorations or other work upon or to the Building or any adjoining or neighbouring premises or to carry out any repairs decorations or other work which the Landlord must or may carry out under the provisions of this Lease upon or to the Demised Premises or to cleanse empty maintain or renew any Conduits or carry out any other maintenance or building work all damage occasioned thereby to the Demised Premises being made good as soon as reasonably possible

#### Notices

Upon the receipt by the Tenant of any notice order requisition direction or other thing from a competent authority affecting or likely to affect the Building or the Demised Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any underlessee sub-tenant or other person whomsoever the Tenant will so far as such notice requisition direction or other thing or the Act regulation order or other instrument under and by virtue of which it is issued or the provisions of this Lease require the Tenant so to do comply therewith at its own expense and will forthwith deliver to the Landlord copies of any such notice order requisition direction or other thing which may be capable of adversely affecting the Landlord's interest in the Demised Premises

**2.10 Alienation**

**2.10.1 Part or Parts**

Not at any time during the Term to assign part or parts of the Demised Premises less than the whole

**2.10.2 Direct covenant**

On any assignment of the Demised Premises to procure that the assignee enters into a direct covenant with the Landlord to perform and observe the covenants on the part of the Tenant contained in this Lease

**2.10.3 Registration**

Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Landlord a copy of every transfer of this Lease or mortgage or legal charge of this Lease and also every underlease of the Demised Premises and every assignment of such underlease and also every probate letters of administration order of court or other instrument affecting or evidencing a devolution of title as regards the Term or any such underlease as aforesaid for the purposes of registration and for such registration to pay to the Landlord such registration fee as the Landlord may reasonably require (including any Value Added Tax) in respect of each such document or instrument so produced

**2.11 Specified user**

Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a private residence for occupation by not more than one family at a time and if the Demised Premises includes a parking space not to leave or park or permit to be left or parked any caravan boat motor car motorcycle bicycle or other vehicle on the Parking Space except for one private roadworthy motor car or motor cycle in the space

**2.12 General user**

**2.12.1 Nuisance**

Not to use or permit or suffer to be used the Demised Premises for any purpose from which a nuisance can arise to the residents of other parts of the Building or for any illegal or immoral purpose and not to hold any auction on the Demised Premises

**2.12.2 Overloading**

Not to overload or permit or suffer to be overloaded whether by suspension of any thing from the main or other part of the structure or otherwise howsoever the Demised Premises or the Building or any part thereof nor overload or permit or suffer to be overloaded any services thereto or therefrom. or 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 on the Demised Premises any machinery which shall cause dangerous or annoying vibrations

**2.13 Comply with insurer's requirements**

Not to do or permit or suffer to be done anything by reason whereby any insurance effected on the Demised Premises or any other part of the Building may be rendered void or voidable or whereby the premiums thereon may be increased and to comply with all recommendations of the insurer or any other competent authority as to fire precautions relating to the Demised Premises AND (without prejudice to the foregoing) the Tenant shall compensate the Landlord in respect of any loss or damage it may suffer by reason of any breach on the part of the Tenant of the covenant in this present Clause contained

**2.14 Notice fees**

To pay to the Landlord all costs charges and expenses (including Solicitors' costs and Surveyors' fees and any Value Added Tax thereon) incurred by the Landlord:

**2.14.1 Payment of fees**

For the purpose of or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 requiring the Tenant to remedy a breach of any of the covenants by the Tenant herein contained notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

**2.14.2 Licence/Consent fees**

On any application to it by the Tenant for any licence or consent in connection with this Lease and for preparing any such licence or consent whether or not the Tenant shall take it up

**2.15 Indemnity to Landlord**

To indemnify the Landlord in respect of all liability to any other adjoining owner tenant occupier or other person company or local authority which may be incurred by reason or arising out of:-

2.15.1 any defect in the Demised Premises or any part thereof which the Tenant is under the terms of this Lease liable to make good

2.15.2 any stoppage or blockage of the drains or interruption to any other service used in common with the tenants or occupiers of the other parts of the Building arising out of any act or omission of the Tenant or occupier of the Demised Premises

2.15.3 all actions proceedings losses costs damages charges expenses claims and demands incurred by the Landlord in any action or proceedings taken or instituted against the Landlord caused by as a result of or arising from the act or default of the Tenant any member of the Tenants family his guests servants or agents or other the occupier for the time being of the Demised Premises whether on the Demised Premises any other part of the Building or otherwise

**2.16 Yielding up**

On the termination of the Term peaceably to yield up unto the Landlord the Demised Premises in a good and nantable state of repair and condition having regard to and in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto

**2.17 Planning requirements**

Not at any time to permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 or any enactment amending or replacing the same and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof

**2.18 Obstruction of common parts and internal areas**

Not at any time so as to cause nuisance annoyance or inconvenience to others

2.18.1 to leave or permit or suffer to be left by guests or other persons acting with the authority of the Tenant any goods articles or things of any kind whatsoever in or upon the Common Parts

2.18.2 to allow any children to play in the Common Parts

2.18.3 to permit or suffer any obstruction or other act or thing which shall or may lessen or interfere with the full free and uninterrupted use of the Common Parts by the Landlord and the other tenants and occupiers of the Building

**2.19 Acquisition of easements**



Not knowingly to permit or suffer any encroachment upon the Demised Premises or the acquisition of any new right to light passage drainage or other easement in over or under the Demised Premises and if any such encroachment or easement shall be made or acquired forthwith to give notice to the Landlord and at the cost of the Tenant to do all things that may be proper for the purpose of preventing the making of such encroachment or the acquisition of such easement or right PROVIDED ALWAYS that if the Tenant shall omit or neglect forthwith to do all such things as aforesaid it shall be lawful for the Landlord or its agents officers servants and workmen to enter the Demised Premises and to do the same Any expenses so incurred by the Landlord shall be repaid to the Landlord by the Tenant within seven days of a written demand in that behalf

#### **2.20 Interest**

In the event that any rent Service Charge or other sum payable by the Tenant hereunder is unpaid for twenty (20) days from the date of demand therefor interest shall be payable thereon from the due date for payment until the date of actual payment at the rate (calculated on a daily basis) of Four per centum per annum over base rate of Barclays Bank PLC from time to time (whichever is the greater) and the same shall be recoverable by action or by distress as for rent in arrear

#### **2.21 Regulations**

The Tenant HEREBY COVENANTS with the Landlord and the owners and lessees of the other apartments in the Building that the Tenant will at all times hereafter observe and perform the rules and regulations set out in the Fifth Schedule hereto and such additions and amendments to those rules and regulations as the Landlord may reasonably from time to time make for the safety care or cleanliness of the Building or any part thereof or for securing the comfort and convenience of all tenants therein PROVIDED that the said additions and amendments thereto shall be notified by sending or delivering a copy thereof to the Tenant at the Demised Premises or by display prominently in the main entrance hall of the Building

### **3. PAYMENT OF SERVICE CHARGE**

The Tenant HEREBY COVENANTS with the Landlord to contribute and pay the Service Charge at the times and in the manner specified in the Fourth Schedule hereto

### **4. LANDLORD'S GENERAL COVENANTS**

The Landlord HEREBY COVENANTS with the Tenant as follows:

#### **4.1 Quiet enjoyment**

That the Tenant paying the said rents and performing and observing all the covenants agreements and provisions on the part of the Tenant herein contained shall quietly enjoy the Demised Premises during the Term without interruption by the Landlord or any person claiming through or under it

#### 4.2 Similar covenants

That every Lease of an apartment in the Building hereafter granted by the Landlord at a premium shall contain regulations to be observed by the tenant thereof in similar terms to those contained in the fifth Schedule hereto and also covenants of a similar nature to those contained in Clauses 2,3,4 and 5 of this Lease AND at the request of the Tenant and subject to payment by the Tenant of (and provision beforehand of security for) the costs of the Landlord on a complete indemnity basis to enforce any covenants entered into with the Landlord by a tenant of any apartment in the Building of a similar nature to those contained in Clauses 2 and 3 of this Lease

### 3. LANDLORD'S MANAGEMENT COVENANTS

The Landlord HEREBY COVENANTS with the Tenant subject to the payment by the Tenant of the Service Charge as follows:-

#### 5.1. Maintenance

At all times during the Term to maintain and keep in good and substantial repair all Common Parts including without prejudice to the generality of the foregoing:-

5.1.1 The main structure and exterior of the Building the foundations exterior walls internal loadbearing walls and structure beams roofs doors (except where demised) external painted or varnished surfaces window frames and any boundary walls and fences of the Building belonging to or maintainable by the Building

5.1.2 The Conduits (excluding those which exclusively serve the Demised Premises)

#### 5.2 External decoration

Once in every period of five years of the Term to prepare as necessary and to paint with two coats of good quality paint or treat appropriately all the outside wood metal stucco and cement work of the Building previously so treated in a proper and workmanlike manner AND as often as in the opinion of the Landlord may be necessary to clean the external stone and brickwork and other external surfaces of the Building and to repoint the brickwork in accordance with all statutory requirements relevant for a listed building

**5.3 Internal decoration**

At least once in every period of seven years of the Term to prepare as necessary and paint all the inside wood and ironwork of the internal Common Parts of the Building (including the outer surfaces of the apartment front doors and their door frames) with two coats of good quality paint in a proper and workmanlike manner and to repaint repaper or otherwise decorate as appropriate the parts usually so treated

**5.4 Fixtures and fittings**

At all times during the Term to maintain repair and replace (if necessary) any of the furniture fixtures and fittings floor coverings and other things in or about the internal Common Parts of the Building used in connection with the provision of services for the benefit of the tenants and occupiers of the Building

**5.5 Cleaning and lighting**

At all times during the Term to keep the Common Parts clean and internal Common Parts of the Building reasonably lit

**5.6 Plant and equipment**

To supply maintain renew or replace as necessary and operate the plant equipment and other apparatus as the Landlord shall consider necessary for the provision of services in or about the Building (other than the plant equipment and other apparatus installed within and exclusively serving the Demised Premises)

**5.7 Insurance**

To insure the Demised Premises and the Building and the fixtures fittings furniture plant equipment apparatus and other things in or about the Building (but excluding tenants' fixtures and fittings decorations and furniture) in an insurance office of repute and through such agency as the Landlord shall from time to time decide in such sum as shall represent the full replacement value thereof including Architects' and Surveyors' and other professional fees against loss or damage by the Insured Risks in the name of the Landlord and also to effect and maintain any policy of insurance in respect of third party claims employers' liability or for loss of Service Charge as the Landlord shall reasonably consider to be necessary AND the Landlord will make all payments necessary for effecting and maintaining such policy or policies of insurance within fourteen days after they become payable and will produce to the Tenant on demand (but not more than once in each year) evidence of payment of the annual premium or premiums therefor and the terms of the policy or policies AND as often as the Building or any part thereof shall be destroyed or damaged by any

of the Insured Risks then unless payment of the insurance monies or any part thereof shall be refused in whole or in part by reason solely or in part of any act or default of the Tenant its agents servants or any other person under its control and subject to the Landlord being able to obtain any necessary planning permissions and all other necessary licences approvals and consents as soon as reasonably practicable to lay out the insurance monies in the rebuilding repairing or reinstating of the Building or any part thereof so damaged or destroyed

**5.8 Refuse**

To arrange and provide for the disposal of household refuse as the Landlord shall decide

**5.9 Radio and television**

To make such arrangements as may be deemed appropriate by the Landlord for the reception and distribution to the Apartments of radio and television transmissions

**5.10 Staff**

To employ and if thought necessary provide clothing (protective or otherwise) for such staff whether whole or part time as may be reasonably necessary to carry out any duties which the Landlord may require and employ from time to time such contractors as may be necessary to enable the Landlord to meet its obligations hereunder and enter into such service or maintenance contracts as may be necessary in regard to the maintenance and repair of any apparatus or equipment now or hereafter within the Building (but not within any individual demise) for which the Landlord may be responsible

**5.11 Additional services and equipment**

To supply such other services plant equipment apparatus and facilities in and about the Building for the benefit of the Tenant and other tenants or occupiers of the Building as the Landlord shall reasonably consider necessary or desirable or are from time to time directed or required by the public local or any other authority to be done executed or provided upon or in respect of the Building or any part thereof whether by virtue of any general or local Act of Parliament bye-laws rules orders and regulations already or hereafter to be passed or otherwise and are not the liability of the Tenant

**6. PROVISOS**

IT IS HEREBY AGREED AND DECLARED as follows:-

**6.1 Re-entry**

Provided Always that if and whenever all or any part of the rents hereby reserved shall be in arrear and unpaid for twenty one days after the same shall become due (whether the same shall have been formally demanded or not) or if default shall be made in the performance or observance of any of the covenants agreements and provisions (either positive or negative) on the part of the Tenant herein contained then and in any such case it shall be lawful for the Landlord at any time thereafter without prejudice to any rights or remedy and notwithstanding the waiver of any previous right of re-entry into and upon the Demised Premises or any part thereof in the name of the whole to re-enter and upon any such re-entry the Term hereby granted shall absolutely cease and determine but without prejudice to any right of action of the Landlord in respect of any breach of the Tenants covenants agreements and obligations in this Lease contained

**6.2 Service of notices**

In addition to any other prescribed mode of service any notice or demand requiring to be served hereunder shall be validly served if served in accordance with Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 and any notice or demand served on the Tenant shall be validly served if served in manner aforesaid at the Demised Premises

**6.3 Abatement of rent**

That if the Demised Premises or the Building or any part thereof shall at any time be destroyed or damaged by fire so as to render the Demised Premises unfit for occupation or use then (without prejudice to the liability of the Tenant to pay compensation to the Landlord in the event of any insurance money being wholly or partially irrecoverable or the Landlord otherwise suffering loss or damage by reason of any act or default of the Tenant) the rents and Service Charge hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall thereupon be suspended and cease to be payable until the Demised Premises shall be made fit for occupation and use and in case of dispute as to the proportion or period of such abatement the same shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

**6.4 Liability exclusion**

Notwithstanding anything herein contained the Landlord shall not be liable in damages to the Tenant in respect of

**6.4.1 Interruption of services**

Provided Always that if and whenever all or any part of the rents hereby reserved shall be in arrear and unpaid for twenty one days after the same shall become due (whether the same shall have been formally demanded or not) or if default shall be made in the performance or observance of any of the covenants agreements and provisions (either positive or negative) on the part of the Tenant herein contained then and in any such case it shall be lawful for the Landlord at any time thereafter without prejudice to any rights or remedy and notwithstanding the waiver of any previous right of re-entry into and upon the Demised Premises or any part thereof in the name of the whole to re-enter and upon any such re-entry the Term hereby granted shall absolutely cease and determine but without prejudice to any right of action of the Landlord in respect of any breach of the Tenants covenants agreements and obligations in this Lease contained

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**6.4 Liability exclusion**

Notwithstanding anything herein contained the Landlord shall not be liable in damages to the Tenant in respect of

**6.4.1 Interruption of services**

of the Insured Risks then unless payment of the insurance monies or any part thereof shall be refused in whole or in part by reason solely or in part of any act or default of the Tenant its agents servants or any other person under its control and subject to the Landlord being able to obtain any necessary planning permissions and all other necessary licences approvals and consents as soon as reasonably practicable to lay out the insurance monies in the rebuilding repairing or reinstating of the Building or any part thereof so damaged or destroyed

**5.8 Refuse**

To arrange and provide for the disposal of household refuse as the Landlord shall decide

**5.9 Radio and television**

To make such arrangements as may be deemed appropriate by the Landlord for the reception and distribution to the Apartments of radio and television transmissions

**5.10 Staff**

To employ and if thought necessary provide clothing (protective or otherwise) for such staff whether whole or part time as may be reasonably necessary to carry out any duties which the Landlord may require and employ from time to time such contractors as may be necessary to enable the Landlord to meet its obligations hereunder and enter into such service or maintenance contracts as may be necessary in regard to the maintenance and repair of any apparatus or equipment now or hereafter within the Building (but not within any individual demise) for which the Landlord may be responsible

**5.11 Additional services and equipment**

To supply such other services plant equipment apparatus and facilities in and about the Building for the benefit of the Tenant and other tenants or occupiers of the Building as the Landlord shall reasonably consider necessary or desirable or are from time to time directed or required by the public local or any other authority to be done executed or provided upon or in respect of the Building or any part thereof whether by virtue of any general or local Act of Parliament bye-laws rules orders and regulations already or hereafter to be passed or otherwise and are not the liability of the Tenant

**6. PROVISOS**

IT IS HEREBY AGREED AND DECLARED as follows:-

**6.1 Re-entry**

Any interruption in any of the services mentioned in Clause 5 hereof by reason of necessary repair or maintenance of any installations equipment or apparatus or damage thereto or destruction thereof by fire water Act of God or other cause beyond the control of the Landlord or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of building materials water or labour or

**6.4.2 Acts or omissions**

Any act omission or negligence of any agent or servant of the Landlord in or about the performance or purported performance of any duty relating to the provision of such services or any of them if such liability shall not be an insurable risk hereunder

**6.5 Cesser of liability**

Notwithstanding anything in this Lease contained the liability of the Landlord as set out in the Particulars shall cease and absolutely determine upon its transferring the freehold reversion in the Building

**6.6 Tenant's liability after sale**

Notwithstanding anything in this Lease contained the liability of the Tenant as set out in the Particulars shall cease and absolutely determine upon its transferring its leasehold interest in the Apartment save as to any unpaid rent or service charge relating to the period prior to such transfer (whether or not demanded prior to such transfer)

**7. DELIVERY**

This document shall not be or take effect as a Deed and shall not be presumed to be delivered until it is dated

**CERTIFICATE OF VALUE**

**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 the sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00)

**THE FIRST SCHEDULE** above referred to

**Demised Premises**



The apartment numbered 1 on the ground and basement floors of the Building all of which apartment is shown edged red on the Plan

INCLUDING

- (a) all additions alterations and improvements thereto
- (b) all Landlord's fixtures
- (c) all Conduits exclusively serving the same
- (d) all internal walls (except those referred to in (e) below)
- (e) one half only in each case severed vertically of non-loadbearing internal dividing walls (or parts thereof) which mutually serve to enclose the Demised Premises and any other part or parts of the Building and such last mentioned walls shall be deemed to be party walls
- (f) the internal surfaces of external walls and of loadbearing walls
- (g) all window glass
- (h) the doors and the door frames inside the Demised Premises and the front door of the apartment and door frame leading to the Common Parts
- (i) the floor of the Demised Premises but not the horizontal structures between the floor of the Demised Premises and the ceiling of any part of the Building immediately below the same floor and horizontal structures
- (j) the ceiling of the Demised Premises but not the horizontal or other structures supporting any part of the Building immediately above the said ceiling and horizontal structures but not so as to preclude the right of suspending therefrom fittings of not excessive weight provided any damage caused by the attachment or removal is made good by the Tenant

NOT EXCLUDING the Common Parts as hereinbefore defined

**THE SECOND SCHEDULE above referred to**  
**Easements Rights and Privileges**  
**included in the Lease**

For the Tenant its agents and visitors in common with the Landlord the tenants and occupiers of other parts of the Building and all other persons authorised by them or having the like rights and easements:-

- (1) Rights of way and passage on foot over the Common Parts for the purpose of access to and from the Demised Premises including the use of the refuse storage area

- (2) The free passage and running of water soil gas electricity and other services in and through such Conduits in common use as pass through the Building
- (3) The right to subjacent and lateral support and to shelter and protection from adjoining premises as now enjoyed by the Demised Premises
- (4) The right for the Tenant with workmen and others at all reasonable times upon prior written notice (except in the case of emergency) to have access to the Building and Common Parts necessary for the purpose of carrying out obligations as to repair on the part of the Tenant herein contained
- (5) The right to connect to any communal radio or television signal receiving aerial or other system as may from time to time serve the Building in accordance with all statutory provisions relating to a listed building
- (6) The right to use such facilities within the Building (if any) that may from time to time be designated by the Landlord for use by the tenants of the Building in general
- (7) The right with or without vehicles for the purpose of gaining access to and egress from any Parking Space included in the Demised Premises from Ibbotson Avenue to go pass and re-pass over those parts of the Common Area hatched yellow

**THE THIRD SCHEDULE above referred to**

**PART I**

**Exceptions and Reservations**

The following rights and easements are excepted and reserved out of this Lease unto the Landlord its managing agents tenants and the occupiers of other parts of the Building or of any adjoining or neighbouring land and all other persons authorised by it:-

- (1) The free passage and running of water soil gas electricity and other services in and through such Conduits in common use as pass through the Demised Premises
- (2) Full power and liberty to build upon or otherwise deal with any adjoining or neighbouring land or property belonging to the Landlord as the Landlord may

think fit notwithstanding that the access of light or air to the Demised Premises may thereby be obstructed or diminished

- (3) The right to subjacent and lateral support and to shelter and protection from the Demised Premises enjoyed by buildings now or hereafter to be erected
- (4) On Requisite Notice to enter into and upon the Demised Premises for the purpose of carrying out obligations on the part of the Landlord herein contained
- (5) The exclusive right for the Landlord or any employee to use the meter room and store room located in the Building for storage purposes and any purpose in connection with carrying out the duties of the Landlord

**PART II**  
**Rights to which the Demise is subject**

- (1) The matters set out or referred to in the Property and Charges Registers of Title Number EX33608
- (2) The rights of way and other rights relating to the Common Parts granted or to be granted by Leases of other apartments in the Building

**THE FOURTH SCHEDULE above referred to**

**The Service Charge**

(1) In this Schedule the following expressions shall have the following respective meanings where the context so admits:-

- “Accountant” means an accountant appointed by the Landlord being a member of a recognised body of accountants established in the United Kingdom
- “Accountant’s Certificate” means the written statement certified by the Accountant
- “Building and Estate” means all items of expenditure under the following
- “Expenditure” heads (including the recovery of Value Added Tax incurred or chargeable in respect thereof)

- (1) the costs expenses and outgoings incurred by the Landlord in observing and performing the covenants on its part contained in Clause 5 relating to the Common Parts and
- (2) the cost of and incidental to the determination and calculation from time to time of Building Expenditure and the proportion thereof payable by each Contributor and the interim payments to be made by each Contributor in respect thereof and in particular the cost of preparing and distributing copies of the Accountant's Certificate and of accounts kept for the purposes thereof and the fees and disbursements of the Accountant
- (3) a proportion of the costs of and incidental to the administration and running of the office maintained by the Landlord attributable to the Common Parts

"Contributor"

means the long leasehold owners of the Apartments

"Financial Year"

means the period from the first day of January in each year to the thirty-first day of December in the following year or such other annual period as the Landlord may in its discretion from time to time determine as being that for which the accounts of the Landlord relating to the Building shall be made up

"Relevant Financial Year"

in relation to the determination of the Service Charge means the Financial Year for which the amount of the Service Charge is being determined

- (2) The Service Charge payable by the Tenant shall be calculated as the relevant proportions as specified in the Particulars of the total Service Charge for the Relevant Financial Year
- (3) The total Service Charge for each Financial Year shall be the aggregate of expenditure by the Landlord on the services provided during such Financial Year

(4) As soon as practicable after the end of each Financial Year the Landlord shall cause the amount of the Service Charge payable by the Tenant for such Financial Year to be determined by the Accountant

(5) The expression "Building and Estate Expenditure" as defined and used in this Schedule shall be deemed to include not only the costs expenses and outgoings which have been actually disbursed incurred or made by the Landlord during the Relevant Financial Year in respect of Building Expenditure but also such sum or sums on account of any other costs expenses and outgoings which the Landlord shall have incurred at any time prior to the commencement of the Relevant Financial Year or may incur after the Relevant Financial Year in respect of Building Expenditure as the Accountant may in his absolute discretion consider it reasonable to include and without prejudice to the generality of the foregoing whether by way of amortisation of costs expenses and outgoings already incurred or by way of provision for anticipated future costs expenses and outgoings in determining the amount of the Service Charge for the Relevant Financial Year

(6) As soon as the Accountant shall have determined the total amount of Service Charge payable for the Relevant Financial Year he shall prepare the Accountant's Certificate which shall contain a summary of the costs expenses and outgoings incurred by the Landlord during the Relevant Financial Year in respect of Building Expenditure and shall specify a sum as the amount of the Service Charge payable by the Tenant and in the Accountant's Certificate the Accountant shall certify -

(A) that in his opinion the said summary represents a fair summary of the said costs expenses and outgoings set out in a way which shows how they are or will be reflected in the Service Charge

(B) that in his opinion the said summary is sufficiently supported by accounts receipts and other documents which have been produced to him

(C) that the sum specified as aforesaid represents the amount of the Service Charge payable by the Tenant for the Relevant Financial Year of the Landlord

(7) The Accountant's Certificate shall be conclusive and binding on the Landlord and the Tenant as regards all matters contained specified or certified therein (other than any question of law)

(8) The Tenant shall on the first day of January and first day of July in each Financial Year pay to the Landlord (and if so required such payment to be by way of Banker's Standing Order) on account of the Service Charge for such Financial Year such sum as the Landlord or its agents shall from time to time specify in its or their discretion to be a fair and reasonable interim payment the first such payment being a due proportion of such interim payment in respect of the period from the date hereof to first July next following to be made on the execution hereof

(9) As soon as practicable after the end of each Financial Year the Landlord shall furnish to the Tenant an account of the Service Charge payable by the Tenant for such Financial Year together with a copy of the Accountant's Certificate due credit being given in such account for any interim payment made by the Tenant in respect of such Financial Year and upon the furnishing of such account there shall be paid by the Tenant to the Landlord the Service Charge or any balance thereof stated to be payable or credit shall be given by the Landlord to the Tenant for any amount which may have been overpaid by the Tenant by way of interim payment as the case may require

(10) It is hereby agreed and declared that the right of re-entry under the provisions in that behalf herein contained shall not be exercisable by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the date on which the Accountant's Certificate shall be furnished to the Tenant as aforesaid but nothing herein contained shall prevent an action being maintained against the Tenant in respect of non-payment of such interim payment as aforesaid notwithstanding that the Accountant's Certificate has not been furnished to the Tenant at the time such action was commenced subject nevertheless to the Landlord establishing in such action that the interim payment demanded and unpaid was of a fair and reasonable amount having regard to the amount of the Service Charge ultimately payable by the Tenant

(11) Provided always and notwithstanding anything herein contained it is agreed and declared as follows:-

(A) the amount of the Service Charge for the Financial Year current at the date of this Lease shall be a proportionate amount for the period of the Financial Year commencing on the first day of January of the year in which this Lease is granted

(B) if and insofar as any monies received by the Landlord from the Tenant during any Financial Year by way of Service Charge are not actually expended by the Landlord

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during that Financial Year on Building Expenditure for that Financial Year the Landlord shall hold those monies upon trust to expend them in subsequent Financial Years on Building Expenditure and subject thereto upon trust for the Tenant absolutely

- (C) during such time as the said costs expenses and outgoings shall have been incurred in respect of part only of the Building or for part only of a Financial Year then the Service Charge shall be calculated by reference to such notional expenditure for the whole of the Building for the whole of a Financial Year as shall be certified by the Accountant to be fair and proper having regard to the actual costs expenses and outgoings incurred in performing and complying with the covenants and obligations on the part of the Landlord contained in Clause 5 to a part only of the Building or for part only of a Financial Year as the case may be
- (D) the amount of the Service Charge for the Financial Year current at the date of expiration or earlier determination of the Term hereby granted shall be a proportionate amount for the period commencing on the date of commencement of such Financial Year and ending on the date of expiration or earlier determination of the Term

**THE FIFTH SCHEDULE above referred to**

**Rules and Regulations**

- (1) Not to interfere with or alter the external decorations or painting or appearance of the Demised Premises
- (2) Not to block up or permit to be blocked up any cisterns or waste or soil pipes in the Building
- (3) Not to allow rubbish of any description to accumulate upon the Demised Premises or Building but to place all rubbish in dustbins or other proper containers in any refuse storage area and not to discharge or permit or suffer to be discharged into any pipe or drain serving the Demised Premises or any other property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Demised Premises or Building or any such other property or any parts thereof

- (4) No piano gramophone radio loudspeaker or mechanical or other musical instrument. nor any equipment nor machinery of any kind shall be played or used nor shall any singing be practised in the Demised Premises nor any other noise emitted so as to cause annoyance to the owners tenants and occupiers of the other dwellings comprised within the Building or so as to be audible outside the Demised Premises between the hours of 11 p.m. and 9 a.m.
- (5) No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Demised Premises or so as to be visible from outside the Demised Premises
- (6) No clothes or other articles shall be hung or exposed outside the Demised Premises and not unless securely fixed place any pot flower pot window box or any container of any kind on any external window cill cornice or pediment of the Demised Premises or of the Building  
  
No refuse or rubbish shall be thrown out of any window of the Demised Premises nor shall any mat be shaken out of the windows thereof
- (8) No external radio or television aerial shall be erected upon the Demised Premises or on any other part of the Building
- (9) No bird dog or other animal shall be kept in the Demised Premises or brought into the Building without the written permission of the Landlord which if given shall be deemed to be by way of licence revocable at will
- (10) At all times to keep all windows of the Demised Premises suitably curtained
- (1) Not to bring or keep or suffer to be brought or kept upon the Demised Premises anything which in the opinion of the Landlord is or may become unclean unsightly or detrimental to the Demised Premises or to the Building
- (12) Not to store or bring upon the Demised Premises any articles whatsoever of a specially combustible inflammable or dangerous nature
- (13) Not to re-open or use or permit or suffer to be re-opened or used any (if any) flues upon the Demised Premises which shall have been sealed by the Landlord or otherwise excluded from use



EXECUTED as a DEED by )  
LANDLORD )  
IN THE PRESENCE OF )

Witness Signature: \_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_  
\_\_\_\_\_  
Witness Occupation: \_\_\_\_\_

EXECUTED as a Deed by the )  
LESSEE )  
IN THE PRESENCE OF )

✓ S. Ghuman ✓  
S. Ghuman  
x B. Ghuman ✓  
B. Ghuman

Witness Signature: S. Webster  
Witness Name: Stephen Richard Webster  
Witness Address: 3 Lambley Avenue Mansfield Notts  
\_\_\_\_\_  
Witness Occupation: Bank official