

Schedule hereto BUT EXCEPTING AND RESERVING to the Council and their successors in title the owners and occupiers for the time being of all or any part of the Council's adjoining property or properties and their respective servants and licensees the rights and easements set out in the Third Schedule hereto TO HOLD the same unto the Lessees in fee simple for the term of 125 years paying therefore during the said term hereby granted the yearly rents of Ten pounds and the further and additional rent hereinafter mentioned to be paid by one sum in advance on the 1st day of April in every year the first of which rent is to be paid on the execution hereof and being apportioned (if necessary) in respect of the period from the date hereof to the 1st day of April next hereafter SUBJECT TO the covenants on the part of the Lessees and the agreements and declarations hereinafter contained

2. THE Lessees for themselves and their successors in title and the occupiers for the time being of the Property hereby covenant with the Council that if within a period of three years from the date hereof there is a disposal of the lease of the property falling within section 159 of the Act then and in such an event they the Lessees or their successors in title shall forthwith pay to the Council on demand an amount calculated in accordance with sub-section (2) of section 155 of the Act as amended by section 2 of the Housing and Planning Act 1986 PROVIDED ALWAYS that if there shall be more than one disposal then such payment shall be made only on the first thereof

3. The Lessees hereby covenant with the Council as follows:-

(i) To pay the rents at all times and in the manner aforesaid without any deduction whatsoever

(ii) To pay to the Council without any deduction by way of further and additional rent (hereinafter called "the service charge") a sum of Thirty Three Pounds and Seventy Five Pence (£33.75) per annum the said sum being part of the expenses and outgoings incurred by the Council in the repair maintenance and renewal of the external decorations of the property and

contribution to communal stairway lighting of the property and a sum of
£76.14 per annum subject to increases from time to time in line with
inflation in respect of the insurance of the property

4. THE Lessees hereby further covenant with the Council that the Lessees and all persons deriving title under them will throughout the term hereby granted:
- (i) use the property as a private residence only
 - (ii) make no structural alteration or addition to the property without the prior written consent of the Council and then only in strict compliance with the terms of any such consent
 - (iii) within one month after every assignment assent transfer or under-lease (otherwise than by way or mortgage or charge) of the property or devolution of the Lessees' interest therein to give notice thereof in writing to the Council with full particulars thereof and to provide a properly stamped and denoted duplicate of such assignment assent transfer or under-lease to the Council but at the cost of the Lessees and upon every such notice to pay the Council's reasonable costs for the registration thereof
 - (iv) not to do or suffer or permit to be done anything on or upon the property or any part of the same which may be or become a nuisance or annoyance or cause damage or injury or inconvenience to the Council or other occupiers of the building nor to use the same for any illegal or immoral purpose
 - (v) to keep the internal and external surfaces of all windows of the property in a clean condition at all times
 - (vi) to bear the cost of making good any damage to any part of the building or property caused by the act omission or negligence of the Lessees or any occupant or person using the property

interfere with the use of any adjoining or neighbouring property now belonging to the Council and which would restrict or interfere with the free use of the same for building or other purposes

4. A right of use of and protection from and by the roof of 1 Wynols Close aforesaid for the benefit of the property and for all purposes as may be reasonably necessary for the beneficial enjoyment of the property.

5. A right of support and protection for the benefit of the property as is presently enjoyed from flat 1 Wynols Close Broadwell aforesaid and all other parts of the building

6. A right of access of light and air to the property or any part of the property.

7. A right of way from time to time and at all times hereafter and for all purposes of domestic use and enjoyment of the Property but not for any other purpose whatsoever for the Purchaser and his successors in title the owners and occupiers for the time being of the Property or any part thereof and his or their respective servants or licensees (in common with the Council and all other persons having the like right) on foot only to and from the Property or any part thereof and all or any buildings thereon over and along the pathway yellow on plan number 2 annexed hereto subject to the payment of a one half share of the expense of maintaining and keeping the whole or any part or parts of such pathway in repair

8. A right of way from time to time and at all times hereafter and for all purposes of domestic use and enjoyment of the Property but not for any other purpose whatsoever for the Purchaser and his successors in title the owners and occupiers for the time being of the Property or any part thereof and his or their respective servants or licensees (in common with the Council and all other persons having the like right) on foot only to and from the Property or any part thereof and all or any buildings thereon over and along the pathway blue on plan number 2 annexed hereto subject to the payment of a one quarter share of the expense of maintaining and keeping the whole or any part or parts of such pathway in repair

9. A right of way from time to time and at all times hereafter and for all purposes of domestic use and enjoyment of the property but not for any other purpose whatsoever for the purchaser and his successors in title the owners and occupiers for the time being of the property or any parts thereof and his or their respective servants and licensees (in common with the Council and all other persons having the like right) with or without private motor vehicles over the common parking area shown coloured green on plan numbered 3 annexed hereto with the right to park one such vehicle on some part thereof (subject to space being available) in such manner as not to cause unnecessary obstruction to other vehicles using such area subject to the payment of a one-twelfth share of the expense of maintaining and keeping the whole or any part or parts of the said common parking area in repair

10. A right for the Lessee and all persons authorised by him (in common with all persons entitled to the like right) at all times by night or by day to go pass and re-pass over and along the internal paved entrance area of the property showed coloured blue on plan number 1 annexed hereto provided the Lessee shall not cause or permit the obstruction of the said paved entrance area by furniture or otherwise and subject to the payment of a one quarter share of the expense of maintaining and keeping the whole or any part of parts of the said paved entrance area in repair.

11. A right of way from time to time and at all times hereafter and for all purposes domestic use and enjoyment of the property but not for any other purpose whatsoever for the Lessee and his successors in title and the occupiers for the time being of the property or any part thereof and his or their respective servants of Licensees (in common with the Council) and all other persons having the like right (on foot only to and from the property or any thereof and all or any buildings thereon over and along the stairway and landing coloured yellow on the said plan number 1 annexed hereto subject to the payment of one half of the expense of maintaining and keeping the whole or any part or parts of such stairway and landing in repair

THE THIRD SCHEDULE hereinbefore referred to
(Rights excepted and reserved)

1 The full and free right of passage and running of water soil gas electricity all other services television and radio signals and smoke through all drains channels gutters sewers pipes watercourses cables wires chimney stacks and flues which are now or may at any time within twenty one years from the date hereof be in through under or over the land hereby demised

2 The right for the Council and their agents or contractors and other the owners or occupiers of the adjoining properties served thereby at all reasonable times to enter upon the Property with or without workmen for the purpose of inspecting repairing emptying cleansing or renewing the said service ducts channels drains sewers pipes wires and cables or any of them the person exercising such rights doing as little damage as possible to the Property and making good the surface without unnecessary delay at his or their own cost and making compensation for any damage done or occasioned by the exercise of this power but without prejudice to any right to claim a contribution to the expenses thus incurred from the owners or occupiers for the time being of the property

3 The right for the Council and their agents and servants (and if authorised by the Council the lessees tenants and occupiers of adjoining premises belonging to the Council) with all necessary workmen and appliances at all reasonable times to enter upon the Property to execute repairs or alterations on any adjoining premises now or hereafter belonging to the Council or to construct connect alter repair cleanse or maintain any service ducts sewers drains gutters and other pipes in on or under the property for the accommodation of any adjoining premises now or hereafter belonging to the Council all damage thereby occasioned being made good by the person or persons exercising such rights

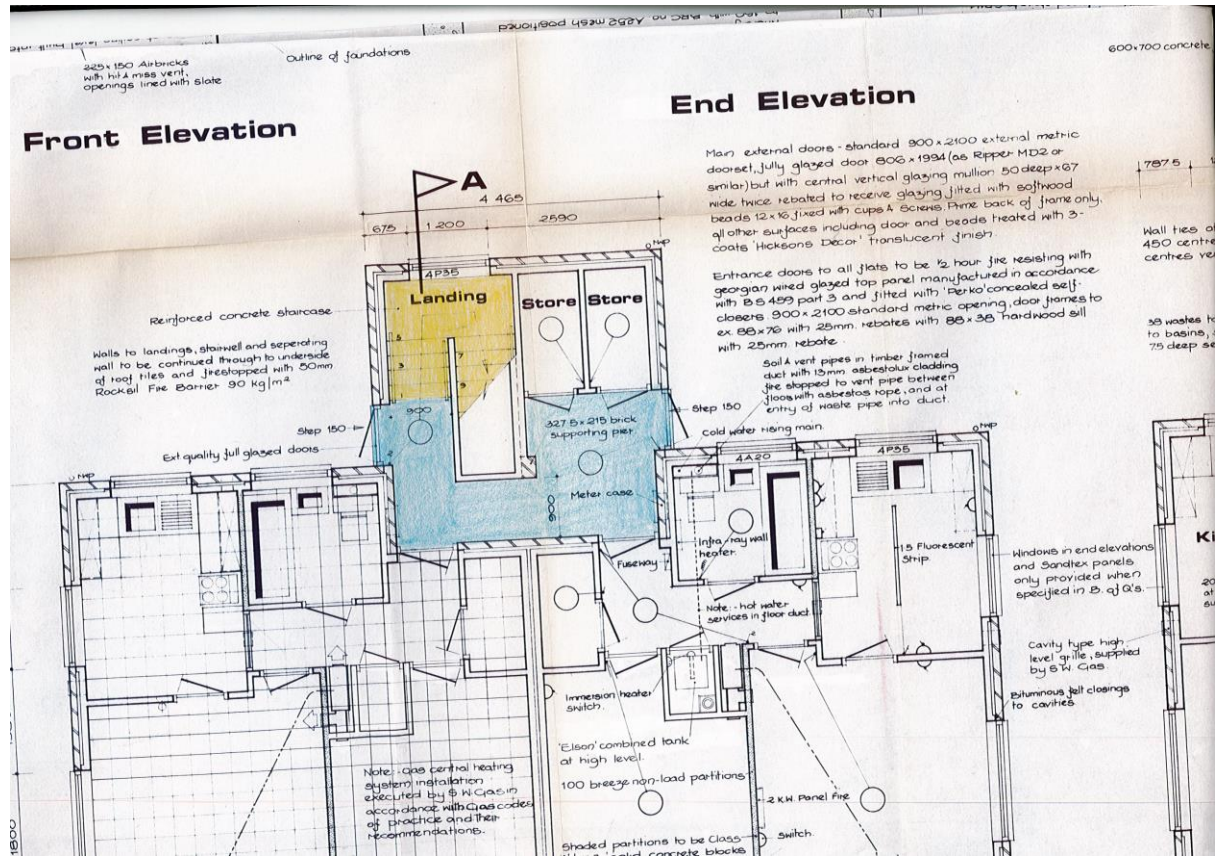
4 All easements quasi-easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the Council and occupiers of the adjoining or neighbouring properties now belonging to the Council over or in respect of the Property and which would be implied by statute or by reason of severance in favour of a purchaser of the said adjoining or neighbouring properties if the same had been conveyed to such purchaser and the property had not been leased by the Council

5. The right of support and protection for the benefit of the other flats and all other parts of the building as is now enjoyed from the property

6. The right of access of light and air to the other flats and all other parts of the building as is now enjoyed from the property

Front Elevation

End Elevation



325 x 150 Airbricks with hot air mass vent openings lined with slate

outline of foundations

600 x 700 concrete

Reinforced concrete staircase

Walls to landings, stairwell and separating wall to be continued through to underside of roof tiles and firestopped with 50mm Rockwool Fire Barrier 90 kg/m²

Ext quality full glazed doors

Dimensions: 675, 1200, 4465, 2590, 4P35

Rooms: Landing, Store, Store

327.5 x 215 brick supporting pier

Main external doors - standard 900 x 2100 external metric doorset, fully glazed door 806 x 1934 (as Ripper MD2 or similar) but with central vertical glazing mullion 50 deep x 67 wide twice rebated to receive glazing fitted with softwood beads 12 x 16 fixed with cups & screws. Frame back of frame only, all other surfaces including door and beads treated with 3-coats 'Hicksons Decor' translucent finish.

Entrance doors to all flats to be 1/2 hour fire resisting with Georgian wired glazed top panel manufactured in accordance with BS 499 part 3 and fitted with 'Perko' concealed exit closers 900 x 2100 standard metric opening door frames to ex 88 x 78 with 25mm rebates with 88 x 38 hardwood sill with 25mm rebate.

Soil & vent pipes in timber framed duct with 12mm asbestos/cladding fire stopped to vent pipe between floors with asbestos rope, and at entry of waste pipe into duct.

Cold water rising main

Step 150

4A20, 4P35

Intra/inter wall heater

Note: hot water services in floor duct

Fuseway

15 Fluorescent Strip

Immersion heater switch

'E'lean' combined tank at high level

100 breeze non-load partitions

2 kW Panel Fire

Switch

Shaded partitions to be Class 1 concrete blocks

1787.5

Wall ties at 450 centres vert

38 washes to basins, 75 deep etc

Windows in end elevations and Sandtex panels only provided where specified in B. of G.S.

Cavity type high level grille, supplied by S.W. Gas

Bluminus ball closings to cavities

1800

K

20 at 50