

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

LONDON BOROUGH	:	SUTTON
TITLE NUMBER	:	SGL
PARISH	:	SUTTON
PROPERTY	:	Flat No. xx Ormsby and Garage Number xx

THIS LEASE made the xx day of xx One thousand nine hundred and xx BETWEEN
ORMSBY (FREEHOLD) LIMITED of Stoneham House, 17 Scarbrook Road, Croydon CRO 1SQ
(hereinafter called "the Lessor") of the one part and xx (hereinafter called "the Lessee")
of the other part

WHEREAS:-

- (1) In this Lease where the context so admits or requires
 - (i) "the Lessor" includes the estate owner or estate owners for the time being of the reversion to the premises hereby demised expectant on the determination of the term hereby granted
 - (ii) "the Lessee" includes his successors in title in respect of the term hereby granted
 - (iii) "the Estate" comprises certain lands at Ormsby, Grange Road/Stanley Road Sutton in the London Borough of Sutton shown on the plan annexed hereto (hereinafter called "the plan") and thereon edged with a thick black line
 - (iv) "the Main Structures" means those parts of the Buildings on the Estate of which a dwelling forms part referred to in the Second Schedule hereto
- (2) The Lessor is the Freehold owner free from encumbrances of all the land comprised in the Estate
- (3) In this Lease "Amenity Lands" means lands set aside for the communal use of the owners and occupiers of all the Flats the extent of such lands on the Estate being shown shaded on the plan
- (4) The Lessor is a company incorporated with the objects (inter alia) of carrying out the management maintenance repair renewal and upholding of the Amenity Lands and Main Structures on the Estate it being the intention that the costs and expenses so incurred or to be incurred by the Lessor in relation to the Amenity Lands and Main Structures shall be divided equally between the owners of all the dwellings on the Estate
- (5) The Lessor and the Lessee have agreed that the Lessor will manage maintain repair renew and uphold the Amenity Lands on the Estate the accessway and garage forecourt and the Main Structures on the Estate

(6) Prior to the date hereof the Lessor has caused to be prepared a common form of Lease containing divers stipulations to be observed by the owner or lessee for the time being of each of those dwellings

(7) AND IT IS HEREBY EXPRESSLY DECLARED by the Lessor and by the Lessee that it is their intention and the Lessee takes this Lease upon the express understanding that each lessee of a dwelling on the Estate is to have the benefit of the restrictions conditions and stipulations binding on all other dwellings forming part of the Estate whether such dwellings are let or sold to the respective lessees before or after the date of each lease granted by the Lessor to each such lessee

(8) The Lessor has agreed to grant and the Lessee has agreed to take the term hereby created in the premises which are more particularly described to the first part of the Third Schedule hereto (and are hereinafter called "the premises") upon the express understanding that the Lessor grants and the Lessee takes pursuant to and on the footing of the scheme of letting referred to in the foregoing recitals

NOW THIS DEED WITNESSETH and IT IS HEREBY AGREED AND DECLARED as follows:-

1. In consideration of the rents hereby reserved and of the Lessee's covenants hereinafter set forth THE LESSOR HEREBY DEMISES unto the Lessee ALL THOSE the premises together with the rights set forth in part 3 of the Third Schedule hereto Except and Reserving unto the Lessor and those authorised by the Lessor the rights set out in Part 2 of the Third Schedule TO HOLD the same unto the Lessee for the term of Nine Hundred and Ninety nine years from the 29th day of September One thousand nine hundred and ninety YIELDING AND PAYING in respect of the premises during the said term the annual rent (if demanded) of one peppercorn and by way of further rent the sums referred to in Clause 3 hereof

2. The Lessee shall be entitled to no easements whatsoever by virtue of the demise to him of the premises except such as are expressly mentioned in the Third Schedule hereto over or in respect of the Estate and shall exclusively rely for all purposes of access and services and other matters capable of being facilitated by the grant of easements upon the rights to which he is entitled over the Estate by reason of the express terms of this Lease

3. (A) The Lessee hereby covenants with the Lessor that he will pay to the Lessor within fourteen days of demand being made a service charge being one twenty-fourth part of the costs and expenses expected to be incurred by the Lessor in the ensuing year of and incidental to:-

(i) the performance and observance of its obligations contained in the Fourth Schedule hereto

(ii) the performance and observance of all obligations entered into by it for the benefit of the Residents of the Flats on the Estate

(iii) creating such reserves in connection therewith to meet its future liabilities as to the Lessor in its absolute discretion may seem necessary or desirable

(iv) the management and administration of the Lessor (excluding any Director's fees) including the costs of any managing agents employed on behalf of the Lessor

(v) such other expenses as the Lessor may incur in the exercise of any of its objectives set out in the Memorandum of Association of the Lessor

(B) At the end of each year all such costs expenses incurred and serves actually accrued shall be determined and certified by the Auditors of the Lessor (such certificates of the Auditors shall be final and binding upon the Lessor and the Lessee as to the matters stated therein) and the Lessor shall in estimating the service charge to be levied for the following year by increase or reduction as shall be appropriate) adjust its estimate to take account of any surplus or deficiency as found by the Auditors which has arisen from its estimate for the preceding year

(4) The Lessee hereby covenants with the Lessor and all other persons claiming under it as purchasers of any part or parts of the Estate to the intent that the burden of this covenant shall run with and bind the premises and every part thereof and to the intent that the benefit thereof may be annexed to and devolve with each and every part of the Estate other than the premises to observe and perform the stipulations contained in the First Schedule hereto so far as the same relates to the premises

PROVIDED ALWAYS that:

The Lessor shall have power by writing to license minor variations from the stipulations affecting any dwelling on the Estate

5. THE LESSEE HEREBY COVENANTS with the Lessor:-

(i) To pay to the Lessor the rents hereby reserved at the times and in the manner aforesaid

(ii) To pay all taxes rates charges impositions and outgoings of every description which now are or may hereafter be during the said term imposed assessed or made payable upon or in respect of the premises or any fraction thereon or upon the Lessor or the Lessee in respect thereof

(iii) To keep the premises and everything attached thereto and used solely in connection therewith in good and substantial repair and condition and so deliver up the same to the Lessor at the expiration or sooner determination of the said term

(iv) To keep the glass in the windows of the premises properly repaired and cleaned

(v) At least once in every consecutive period of seven years and in the last year of the said term howsoever determined to paint with good quality paint and whiten and paper respectively all parts of the inside of the premises in a workmanlike manner to the satisfaction of the Lessor

(vi) To permit the Lessor or its servants or agents with or without workman and others during the said term at convenient hours in the daytime to enter into and upon the premises to view and examine the state and condition thereof or to effect any works necessary for repairing maintaining renewing rebuilding and upholding the building of which the premises form part

(vii) To execute such works as are or may be under or in pursuance of legislation in force at any time during the said term directed or required to be executed upon or in respect of the premises (and whether by the Landlord or the tenant thereof)

(viii) To give to the Lessor notice of every dealing with or transmission of the legal estate in the premises within twenty-one days after the same shall occur and to pay to the Lessor a reasonable registration fee of not less than Fifteen Pounds plus any Value Added Tax which may be levied thereon

(ix) To pay to the Lessor all costs charges and expenses (including Surveyor's fees) incurred by it in or in contemplation of proceedings under S.146 or S.147 of the Law of Property Act 1925 (or any enactment amending or replacing the same) whether or not such proceedings are actually taken and whatever the outcome of any such proceedings

(x) (i) Not to cut maim alter or injure any of the principal walls timbers iron or stucco work on the premises

(ii) Not to alter the Flat and more particularly items (i) (ii) (iii) (iv) (v) (vi) and (vii) of the Second Schedule without the licence of the Lessor and in addition any necessary approvals of the Statutory and other Authorities

(xi) To co-operate at all times during the said term with the Lessor and with the persons interested in the other dwellings below above or beside the premises in all measures necessary for repairing maintaining renewing rebuilding and upholding the building of which the premises form part and forthwith to comply with any directions given by the Surveyor to the Lessor specifying works which are in his opinion necessary for the purposes mentioned in this sub-clause

(xii) (a) Not to assign underlet or part with the possession of part only of the premises PROVIDED THAT this Clause shall not prohibit the underletting of the Garage separately from the flat for a term not exceeding one year at a time if the following provisions are observed by the Lessee:-

(1) If the Lessee intends to underlet the Garage he must first give Notice to the Lessor of his intention in writing so to do

(2) The Lessor may within 28 days of the receipt of such Notice give to the Lessee a list in writing of those Residents on the Estate who wish to rent a Garage

(3) If no such list is given to the Lessee within 28 days as aforesaid or if such list having been provided and thereafter the Lessee is unable to reach an agreement with any of the Residents referred to on the list the Lessee shall be permitted to underlet the Garage to a third party on terms no less favourable than those offered to any of the Residents on the list and Notice of such underletting with a copy of the Instrument creating the underletting will be served by the Lessee on the Lessor

(b) Not at any time to assign the premises except to a person who has committed himself to take a transfer of the Lessee's share in the Lessor

(c) So long as the term hereby created is vested in the Lessee not to transfer the Lessee's share in the Lessor

(d) That if there is any change in the person liable to pay the rents herein reserved the Lessee shall procure that the person becoming liable to pay the rents shall take a transfer of the Lessee's share in the Lessor and apply to the Lessor to have himself registered as the proprietor thereof

(e) That if the Lessee is not the holder of a share in the Lessor

(i) the Lessee will carry out the obligations attaching to members of the Lessor under the Lessor's Articles of Association

(ii) upon being requested to do so by the Lessor the Lessee will accept a transfer of one share in the Lessor in any manner authorised by the Lessor's Articles of Association

(iii) the Lessee will pay to the Lessor or as it shall direct the nominal value of any share issued to him by the Lessor

(xiii) (a) Not to underlet or part with possession of the whole of the premises to any person or company who shall not previously have entered into a Deed containing a direct covenant by the intended Underlessee with the Lessor that the Underlessee will perform and observe during the term underleased the covenants by the Lessee and conditions contained in this Lease in the same manner as if such covenants and conditions were therein repeated with the substitution of the name of the intended Underlessee for the name of the Lessee (save for the rent reserved herein)

(b) Not to underlet assign or part with possession of the whole of the premises either (i) to a limited company or (ii) to a corporate body domiciled outside England Scotland or Wales or (iii) to an individual domiciled outside England Scotland or Wales (hereinafter respectively called "the Assignee" or "Underlessee") without the Assignee or Underlessee first entering into a covenant with the Lessor (the costs to be borne by the Lessee) that it or he will at all times keep the Lessor informed of the identity of all persons occupying the premises and of an address in England Scotland or Wales at which service of documents may validly be effected upon such Assignee or Underlessee

(xiv) To pay to the Lessor the costs (including any Surveyor's fees) incurred by the Lessor on any application to it by the Lessee for any licence or consent in connection with this Lease and for preparing any such licence or consent whether or not the same shall be taken by the Lessee

(xv) To pay to the Lessor all expenses it may incur in collecting arrears of rent or other moneys due under this Lease payable by the Lessee (together with interest at two per cent above the published base rate of the National Westminster Bank Plc from time to time on all service charges which are in arrear and unpaid for more than twenty-one days after the same shall become due and payable hereunder) or enforcing any obligations of the Lessee whether or not proceedings are taken and whatever the outcome of any such proceedings

6. IT IS HEREBY DECLARED that if the said rents payable to the Lessor or any part thereof or any money stated herein to be recoverable as if it were part of such annual rents shall be in arrear for the space of twenty-one days whether the same (other than the peppercorn) shall or shall not have been legally demanded or if there be any breach or non-observance of any of the Lessee's covenants hereinbefore contained then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter into and upon the premises or any part thereof in the name of the whole and to have again re-possess and enjoy the same as of its former estate

7. The Lessor hereby covenants with the Lessee:-

7.1 To observe and perform the covenants contained in the Fourth Schedule

7.2 That the Lessee paying the annual rents hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and may peaceably and quietly possess and enjoy the premises during the said term without any lawful interruption from or by the Lessor or any person rightfully claiming from or under it

7.3 (a) that every Lease of a dwelling comprised in a Building on the Estate granted by the Lessor shall contain a covenant by the Lessee in the terms of Clauses 3, 4, and 5 of this Lease

(b) that the Lessor will at the written request of the Lessee or on the written request of any mortgagee of the Lessee enforce by all means available to the Lessor the covenants entered into by any Lessee in the terms of Clauses 4 and 5 of this Lease

PROVIDED that:

(1) the Lessor shall not be required to take any action hereunder or incur any legal or other costs under this sub-clause unless and until such indemnity and security as the Lessor in its absolute discretion may reasonably require shall have been given by the Lessee or Mortgagees requesting action

(2) the Lessor may in its absolute discretion before taking any action under this Clause require the Lessee or the person requesting such action at his or their own expense to obtain from Counsel to be nominated by the Lessor advice in writing as to the merits of any contemplated action in respect of the allegations made and in that event the Lessor shall not be bound to take action or continue to take action unless Counsel advises that action should be taken and is likely to succeed

8. IT IS HEREBY AGREED AND DECLARED that the wall or walls of the garage erected upon the land edged blue on the plan separating such garage from the adjoining garage or garages shall be deemed to be party walls and repairable as such

9. IT IS HEREBY CERTIFIED that this transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds £30,000.00

IN WITNESS whereof the parties hereto have hereunto executed these presents the day and year first above written

THE FIRST SCHEDULE

1. Nothing shall be done or suffered on the premises which shall be illegal or noxious immoral improper or noisy or grow to be an annoyance to the Lessor or the owner or occupier of any adjoining or neighbouring hereditaments

2. Unless the consent in writing of the Lessor shall first be obtained

(i) no pets may be kept in or about the premises or on any part of the Estate

(ii) the exterior appearance of the buildings walls fences and other erections now on the premises shall not hereafter be altered

(iii) no building on the premises shall be used for any purpose save that of a private residence for a single household and the garage or parking space for the garaging or parking of a private motor vehicle and storage of domestic and household effects

(iv) no television or other aerial shall be erected or kept on the outside of the premises (other than a communal television aerial (if any))

(v) no additional buildings walls fences or other erections shall hereafter be constructed or maintained on the premises

(vi) no placard announcement advertisement fascia board or sign shall be fixed upon the external walls or in the windows of the premises and no name or sign shall be exposed to view upon the premises

PROVIDED that as a condition for the giving of any such consents the Lessor may require payment of the reasonable fees of its Solicitors and Surveyors in connection therewith

3. No washing clothes rugs mats or carpets shall be hung up shaken or exposed from any windows or outside walls of the premises and no washing shall be hung out at any time on any part of the Estate

4. No Lessee shall cause any noise whatsoever whether by a musical or mechanical instrument wireless television or singing or in any other manner between the hours from eleven o'clock at night to nine o'clock in the morning nor at any time so as to cause a nuisance or annoyance to the Lessor or any of the occupiers of the Building

5. No Lessee shall in any way encumber or interfere with the access to or egress from or place or leave rubbish upon any part of the communal parts of the Building used in common with the other lessees or occupiers of the Building nor allow any cycle perambulator cart bath chair invalid carriage or other vehicle or thing or any goods package belonging to him or his servants or agents to be placed or remain upon any part of the Block used in common with the other lessees or occupiers

6. No Lessee shall permit any water or liquid to soak through the floors of the premises and in the event of such happening to make good any damage or injury to any adjoining or neighbouring properties so effected

7. No Lessee shall use any electrical device in or about the premises which has not an effective suppressor fitted thereto

8. No Lessee shall remove from the premises any dust or rubbish except in a covered pail to be provided at the expense of the Lessee or if any person in the premises shall suffer from a notifiable disease without disinfecting the contents of the pail in such manner as the Lessor may from time to time determine

9. No Lessee shall enter upon the roof of the block or the roof space or permit the same to be used except in case of emergency

10. No Lessee shall permit a person of unsound mind (whether so found by inquisition or not) or a drunkard or a person of immoral life to reside in the flat

THE SECOND SCHEDULE above referred to

The whole of the Buildings including the main walls foundations and roofs and balconies thereof and all appurtenances thereof comprising flats erected upon the Estate and the internal structural walls and the other common parts thereof but excluding therefrom those parts of the interior which consist of separate flats such flats being taken to include (i) the tiling and floorboards or other surfaces on the floors (ii) the glass in the windows (iii) the window frames (iv) all doors and door frames (v) the plaster on the ceiling and walls and (vi) the pipes wires and drains solely serving each individual flat and (vii) the internal non-structural partition walls

THE THIRD SCHEDULE above referred to
Part 1 - The Flat

FIRSTLY ALL THAT the flat known or intended to be known as No xx Ormsby, Grange Road. Sutton which said dwelling is on the Ground Floor of the Building comprising the said dwelling in the position shown on the plan and thereon outlined in red including (i) the tiling and floorboards or other surfaces on the floors (ii) the window frames (iii) the glass in the windows (iv) all doors and door frames (v) the plaster on the ceilings and walls (vi) all pipes wires ducts and drains solely serving the said flat and (vii) the internal non-structural partition walls BUT EXCEPTING (a) the airspace and strata (above and) below the said flat including the roof space and the other flats now erected therein (b) those parts of the Main Structures which surround and support the said flat

SECONDLY ALL THAT piece of land delineated on the plan and thereon edged in blue together with the Garage being the Garage number xx

Part 2 - Rights Reserved

(a) The right to lay and maintain in the premises and thereafter to connect to such sewers drains watercourses waterpipes gutters gaspipes electric telephone and television cables wires or meters as may in the absolute discretion of the Lessor seem necessary or desirable and to use the same for the purpose for which they are designed

(b) The right to enter upon the premises at all reasonable times in the day time upon first giving notice to the Lessee or tenant thereof or at any time in an emergency for the purpose of executing repairs alterations and renewals to or for cleansing and decorating the neighbouring or adjoining premises and also for the purpose of executing repairs alterations and renewals to all sewers drains pipes wires and cables leading from and to the premises or any part thereof to and from the said neighbouring or adjoining premises making good any damage caused by the exercise of these rights

(c) The right of the other parts of the said Building to support and cover from the premises

(d) The right to retain the eaves balconies bay windows gutters spouts downpipes and similar structures (if any) (hereinafter referred to as "the projections") incidental to the use of the building of which the premises form part or any adjoining property which overhang or protrude above any part of the premises

Part 3 - Rights Granted

1. The right of way with or without vehicles in common with all others entitled to the like right to and from the premises over the Estate roads shown on the plan and coloured brown on the plan

2. The right of way on foot only and for purposes of access and egress only to and from the premises over and along the entrance hall landings passageways and staircases in the building of which the premises form part and the footpaths and steps on the Estate
3. The right of support and cover from the Main Structures and the dwellings and garages above below and adjacent to the premises or any part thereof
4. The right to connect to and thereafter to enjoy the full free and uninterrupted passage and running of water and soil gas and electricity (radio and television signals or impulses) from and to the premises through all sewers drains watercourses waterpipes gutters gaspipes electric and telephone and television cables wires or meters (if any) now serving the premises
5. The right to draw water from any water standpipes on the Estate
6. The right to enter upon the adjoining premises at all reasonable times in the daytime upon first giving notice to the Lessor and the Lessee or tenant thereof or at any time in an emergency for the purpose of executing repairs alterations and renewals to or for cleansing and decorating the premises and also for the purpose of executing repairs alterations and renewals to all drains pipes wires and cables leading from and to the premises or any part thereof to and from the adjoining premises making good any damage caused in the exercise of this right
7. The right to use for purposes of recreation (but subject to all regulations from time to time made by the Lessor) the Amenity Lands (so far as the same are capable of being put to such use) laid out for that purpose on the Estate
8. The right to connect to the Master Television Aerials (if any) serving the Estate at the point provided with the premises
9. The right to retain the projections which overhang or protrude above any adjoining premises
10. The right to use the dustbin area subject to all regulations that might be made from time to time by the Lessor

THE FOURTH SCHEDULE above referred to
Covenants by the Lessor

1. That the Lessor will keep the premises properly supported and protected by the Main Structures
2. That the Lessor will keep the Main Structures properly repaired supported maintained reconstructed and cleansed
3. That the Lessor will:
 - (i) maintain the garden grounds forming part of the Amenity Lands in accordance with a scheme of landscaping with lawns flower beds shrubs and trees
 - (ii) maintain properly repaired and cleansed (a) any roads and footpaths and hard landscaped areas on the Amenity Lands and keep the same property lit in so far as such roads and footpaths are not maintainable at public expense (b) the sewers and drains

under the Amenity Lands and serving the premises in so far as the same are not maintainable at the public expense and do not solely serve the premises (c) the boundary walls or fences belonging to the Estate on the Amenity Lands and so far as is necessary any party walls bordering the Estate

(iii) pay the water rate and all other charges payable in connection with any water standpipes (if any) on the Estate

(iv) make and enforce such regulations (if any) as it may in its absolute discretion consider necessary and desirable to enable the lessees of those dwellings on the Estate so entitled to enjoy the Amenity Lands

(v) maintain the Master Television Aerials (if any) and cables running therefrom (but not the sockets or cables with the premises) in good and substantial repair

(vi) that it will pay all charges incurred in connection with a lighting apparatus from time to time installed on the Amenity Lands

4. The Lessor will in the year One thousand nine hundred and ninety-one and thereafter in every subsequent fourth year or such shorter period as may be necessary during the term paint with not less than two coats of good quality paint and whiten all the external parts of the Main Structures previously painted and whitened and all such other external parts of the common parts of the Main Structures as ought to be so treated the painting being of a good quality not inferior to that previously used on the parts so painted and will at the same time treat all wooden fences on the boundaries of the Estate

5. That the Lessor will in the year One thousand nine hundred and ninety-four and thereafter at intervals no longer than once every seven years of the said term and during the last year thereof prepare as necessary and paint all the inside wood and ironwork of the staircase halls passages and other internal parts of the Main Structures on the Estate with not less than two coats of good paint in a proper and workmanlike manner and afterwards to grain varnish distemper wash stop whiten and colour all such parts as are usually so dealt with and to repaper with paper of suitable quality the parts (if any) usually papered.

6. The Lessor will at all times during the said term cause the entrance halls stairways and passageways of the said building to be properly lighted and cleansed and at all times during the said term maintain in good repair and working order all wiring meters switches lights and other apparatus used for the purpose of lighting of the said entrance hall staircases stairways and passageways and of the said building and any entry-phone system and will pay all charges in respect of the electricity consumed

7. The Lessor will keep the premises and the whole of the Main Structures insured in their full reinstatement value from loss or damage by fire and aircraft and all usual risks comprised in a comprehensive policy of insurance and public liability and will in case of any insured risk forthwith out of the monies received by virtue of any such insurance and out of the Lessor's own monies if necessary rebuild repair or otherwise reinstate in a substantial manner any part or parts thereof destroyed or damaged and on demand but not more than once in any year of insurance cover to produce to the Lessee any policy effecting such insurance and the receipt for the current premium
In respect thereof

8. The Lessor will maintain repair and renew the main walls foundation and roofs of the garages included in this demise and any water pipes cables and wiring in under or

upon any of the blocks of garages shown on the plan and keep in good condition the forecourt between the two garages shown edged brown on the plan

9. The Lessor will decorate the exterior of the blocks of garages on the Estate at least once in every period of four years of the term the first such painting commencing in 1990

10. The Lessor will keep the blocks of garages on the Estate insured in their full reinstatement value from loss or damage by fire and aircraft and all usual risks comprised in a comprehensive policy of insurance and public liability and will in case of any insured risk forthwith out of the moneys received by virtue of such insurance and out of the Lessor's own money if necessary rebuild repair or otherwise reinstate in a substantial manner any part or parts thereof destroyed or damaged and on demand but not more than once in any year of insurance cover to produce to the Lessee any policy effecting such insurance and the current premium in respect thereof