



H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1971

31 MAR 1981

LONDON BOROUGH : ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TITLE NUMBER : NGL 363351
PROPERTY : 1-50 WESLEY SQUARE

THIS UNDERLEASE is made the *Twelfth* day of *March*
One thousand nine hundred and eighty*one*
BETWEEN MAUNSEL (FOURTH CO-OWNERSHIP) HOUSING SOCIETY LIMITED
whose registered office is at 27 Wellington Square Chelsea London SW3
(hereinafter called "the Association" which expression shall include
its successors in title and persons deriving title under it) of the
first part and SARAH BRADFIECE
of 23 Wesley Square Lancaster Road London W11
(hereinafter called "the Lessee" which expression where the context so
admits includes the Lessee's successors in title for the time being)
of the second part and THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH
OF KENSINGTON AND CHELSEA of Town Hall Kensington (hereinafter called
"the Chargee" which expression shall include its successors in title
and persons deriving title under it) of the third part

WHEREAS :

- A. The Association is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number 21938R and is registered in accordance with the provisions of Section 13 of the Housing Act 1974 under No. C2583 and its objects are to provide on the co-operative principle (i) houses for letting exclusively to its members for the purpose of securing homes for them for their own use and benefit and (ii) land or buildings for purposes connected with the requirements of the persons occupying the houses
- B. The Lessee is a member of the Association and intends to reside in the accommodation provided by the Association and hereby demised
- C. The Association intends to demise the other flats maisonettes or houses comprised in its property known as 1-50 Wesley Square London W11 and which is registered at H.M. Land Registry as to its Leasehold Title with Title Absolute under Title Number NGL 363351 (hereinafter called "the Property") and not hereby demised to other lessees upon terms similar to those contained herein and subject to the regulations as to user set forth in the First Schedule hereto
- D. The Property is subject to a first registered Charge dated the First day of November One thousand nine hundred and seventy-nine made

N O W T H I S D E E D W I T N E S S E T H :-

- 2.

exclusively serving the demised premises in good order and condition

- (5) In the year 1986 and thereafter once in every seven years of the said term and also during the last year or at the sooner determination thereof to prepare and paint all the interior wood and iron or other metal work usually painted and other internal portions proper to be painted of the demised premises and all additions thereto with two coats of good and appropriate paint in a proper and workmanlike manner and have all walls at any time forming part of the demised premises prepared and painted with three coats of good and appropriate paint or papered with paper of good quality in a proper and workmanlike manner and all ceilings forming part of the demised premises prepared and papered distempered or painted in a proper and workmanlike manner
- (6) At the expiration or sooner determination of the said term quietly to yield up unto the Association the demised premises in such repair and condition as hereinbefore provided together with all additions and improvements made thereto in the meantime and all landlord's fixtures in or upon or which during the said term may be placed in or upon the same
- (7) (a) To permit the Association and the Chargee and all persons authorised by the Association and or the Chargee at all reasonable times upon reasonable notice (save in the case of emergency) to enter the demised premises and examine the state of repair decoration and condition thereof
(b) In accordance with the Lessee's covenants in that behalf to repair decorate and make good all defects in the repair decoration and condition of the demised premises of which notice in writing shall be given by the Association to the Lessee within two calendar months after the giving of such notice
- (8) If the Lessee shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the demised premises then to permit the Association and all persons authorised by the Association to enter upon the demised premises and repair decorate or maintain the same at the expense of the Association (but so that no such entry repair decoration or maintenance shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Association the costs of such repair decoration or maintenance on demand including Surveyor's fees or charges reasonably incurred by the Association in relation thereto
- (9) To permit the Association and all persons authorised by the Association at all reasonable times upon reasonable notice (save in

the case of emergency) to enter upon the demised premises for the purpose of executing repairs decorations or alterations of or upon the Property or cleansing emptying or renewing the sewers pipes drains soakaways and gutters belonging to the same making good all damage thereby occasioned

- (10) Not to make or permit or suffer any objection to or claim in respect of any works of construction building alteration addition cleansing or repair carried out on any part of the Property by the Association or persons authorised by the Association PROVIDED ALWAYS that such works shall be carried out with as little inconvenience to the Lessee as reasonably possible
- (11) Not to cut maim or remove or permit or suffer to be cut maimed or removed any of the walls ceilings floors timbers girders or the structure of the demised premises (unless for the purpose of making good defects or for installing sink cooking and heating units in a reasonable manner and to the satisfaction of the Association's Surveyor whose fees shall be paid by the Lessee) nor to make or permit or suffer any structural alteration in or addition to the demised premises nor carry out any development or change of use in the demised premises within the meaning of any legislation for the time being relating to Town and Country Planning without the previous consent of the Association and in accordance with plans and specifications approved by the Association in writing
- (12) To execute and do at the expense of the Lessee all such works and things whatever as may now or at any time during the term be directed or required by any National or local or other public authority to be executed or done upon or in respect of the demised premises or any part thereof or by the owner or occupier thereof
- (13) To obtain all licences permissions and consents and to execute and do all permitted works and things and to bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Lessee on the demised premises or any part thereof or of any user thereof during the said term and to pay the reasonable fees costs and charges of the Solicitor and Architect and the Surveyor for the time being of the Association in relation to any planning inspection or approval or otherwise in connection therewith and to keep the Association indemnified in respect of any breach or non-observance thereof
- (14) Not to do or permit or suffer to be done in the demised premises or the staircases or corridors or entrances leading to the demised premises or on any other part of the Property any act or thing by reason or in consequence whereof any increased or extra premium

may become payable by the Association for the insurance of the Property or any part thereof (including the insurance of the demised premises against damage or of the Association or the owners tenants or occupiers of the Property or any part thereof against any liability (howsoever arising) for personal injury or for damage to whomsoever or whatsoever occasioned within the Property or the curtilage thereof) or whereby any such insurance may become void or voidable

- (15) Not to sublet or part with possession (save by way of assignment of the whole for which consent has been given under Sub-Clause (17) hereof) of the whole or any part of the demised premises nor to hold or occupy the demised premises or any part thereof whatsoever as trustee or agent or otherwise for the benefit of any other person and not to charge or mortgage the demised premises PROVIDED ALWAYS that the Lessee may charge or mortgage by way of sub-demise the demised premises after the Chargee shall have released this Lease from the present Loan Agreement pursuant to Clause 6 hereof and FURTHER PROVIDED that a copy of such charge or mortgage shall be delivered to the Association within one calendar month from the date thereof
- (16) Not to assign any part of the demised premises
- (17) Not to assign the whole of the demised premises except by way of legal assignment executed with the previous consent in writing of the Association (such consent not to be unreasonably withheld) and then only subject to the following conditions namely :-
- (i) that the assignee shall previously become a member of the Association
 - (ii) that the Association is joined as a party to such assignment and the assignee enters into a direct covenant with the Association to observe all the covenants on the part of the Lessee contained in this Lease and the assignee makes such appointment of attorney in favour of the Town Clerk for the time being of the Chargee as is contained in Clause 4 of this Underlease if at the date of such assignment the Underlease is still subject to the present Loan Agreement
 - (iii) that the Lessee pay to the Association on any such assignment the appropriate amount of the consideration received by the Lessee computed in accordance with the definition and formula and scale for computation set out in the Sixth Schedule hereto PROVIDED ALWAYS that this condition in this sub-clause mentioned shall not apply to the Chargee (or any other chargee) in exercise of its or their power of sale under the present Loan Agreement or other charges AND FURTHER PROVIDED that the proviso referred to in Section 144 of the Law of Property Act 1925 is hereby expressly excluded
- (18) To pay the Association in the event of any chargee or mortgagee

exercising the power of sale as such chargee or mortgagee out of the net proceeds of sale received by the Lessee from such chargee or mortgagee the appropriate amount of the consideration computed in accordance with the definition and formula set out in the Sixth Schedule hereto save that there shall be added to the "cost price" as defined therein the legal costs and other expenses of the chargee or mortgagee in enforcing its security

- (19) Within one calendar month after every assignment charging mortgaging or devolution of the demised premises to give notice thereof in writing to the Association and of the names and addresses of the assignee chargee mortgagee or person upon whom the term may have devolved (as the case may be) and to deliver to the Association within such time as aforesaid a verified copy of every instrument assignment charge mortgage or devolution and every Probate Letters of Administration Order of the Court or other instrument effecting or evidencing the same
- (20) To pay the Association all costs charges and expenses (including Solicitors' Counsel's and Surveyors' costs charges and fees) incurred by the Association in or in contemplation of any proceedings in respect of this Lease under Sections 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof
- (21) To pay all proper costs charges and expenses of the Association (including Solicitors' Counsel's and Surveyors' costs charges and fees) incurred in granting any consent under this Lease
- (22) To pay forthwith on demand unto the Association its proper estimated costs and expenses of and incidental to the negotiations preparation execution and perfecting of this Lease and a Counterpart thereof and further (when called upon so to do) to pay any other of the Association's reasonable costs connected therewith
- (23) At all times during the term to observe the regulations specified in the First Schedule hereto and such other regulations as shall from time to time be imposed on all flats in the Property for the mutual benefit of occupiers by the Committee of Management of the Association (hereinafter called "the Committee") PROVIDED ALWAYS that no further regulation may be made which shall subject the Lessee to any unusual or unreasonable burden
- (24) To observe the covenants as to user and entry by the Chargee contained in the present Loan Agreement and not to do anything which would constitute a breach of the present Loan Agreement

on the part of the Association

(25) The Association shall not in any event be liable to the Lessee in respect of any failure of the Association to perform any of its obligations to the Lessee hereunder whether express or implied unless and until the Lessee has notified the Association of the facts giving rise to the failure and the Association has failed within a reasonable length of time to remedy the same and then in such case the Association shall only be liable to compensate the Lessee for loss or damage sustained after that reasonable time has elapsed

(26) In the event of the demise comprising premises with garden or other external area to keep the same in good tidy and (as appropriate) horticultural condition to the satisfaction of the Committee

3. THE Lessee HEREBY FURTHER COVENANTS with the Association :-

(1) To take such reasonable steps or action as will enable the Association to comply with any statutory requirements and any other reasonable requirements of the Chargee or for securing the observance and performance by the Association of all its covenants contained in the present Loan Agreement SUBJECT ALWAYS to the proviso to Clause 6 hereinafter appearing

(2) To use his best endeavours so far as he is reasonably able to secure the observance and performance by the other members of the Association of the covenants contained in their Leases

4. THE Lessee for so long as this Lease shall be subject to the present Loan Agreement HEREBY IRREVOCABLY APPOINTS the Town Clerk for the time being of the Chargee his attorney for him and in his name to sign seal execute and effect as his act and deed and to deliver any contract assignment surrender release transfer instrument deed or assurance whatever relating to the demised premises as the Town Clerk in his absolute discretion may consider necessary to comply with the Lessee's covenants herein contained or with the requirements of the Chargee in enforcing the present Loan Agreement

5. THE Association COVENANTS with the Lessee as follows :-

(1) To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or payable in respect of the Property not payable by the lessees in respect of the individual demised premises (including the demised premises) either under their respective leases or under the general law

(2) That the Lessee paying the rent hereby reserved and the yearly service charge and performing and observing the covenants conditions and agreements herein contained and on the part of the Lessee to be performed and observed shall peaceably hold the demised premises

(subject to the exceptions and reservations herein contained) during the said term without any interruption by the Association or any person lawfully claiming under or in trust for the Association

- (3) (a) To keep the external walls and load bearing walls (including plaster) girders and timbers the roof and exterior of the Property (including drains gutters and external pipes) and the staircases entrance hall and passage leading to the demised premises in good and tenantable structural repair and in clean and proper order and condition and also to keep the floors and structure of the Property and all the upper parts of the Property and all water tanks and cisterns electric wires cables and meters and gas and water pipes and drains sewers boilers and machinery (if any) not exclusively serving the demised premises in good and tenantable order and condition and to prevent any injury to the demised premises or the furniture or contents thereof by structural disturbance leakage of water or otherwise and to make good all damage thereto caused by any such want of repair or leakage PROVIDED ALWAYS and it is hereby agreed and declared that "repair" for the purposes of this sub-clause includes the rectification or making good of any defect in the foundations or structure of the Property notwithstanding that it is inherent or due to the original design of the Property
- (b) In the year 1984 and in every fifth year thereafter to prepare and paint with two coats of good and appropriate paint or preservative all the exterior wood iron and other work of the Property usually painted or preserved and grain and varnish such exterior parts as are usually grained and varnished
- (c) In the year 1986 and in every seventh year thereafter to prepare paint paper varnish colour and grain such of the interior parts of the Property as are usually painted papered varnished coloured and grained (other than those parts in this demise or in any other flat maisonette or house in the Property) PROVIDED ALWAYS that the colours and materials used shall be as nearly the same as those originally applied or as approved by the Committee
- (4) (a) Adequately to insure the Property and doors in the Property the hot and cold water systems boilers and machinery (if any) in the Property the Landlord's fixtures in the Property and any other contents of the Property against loss or damage by fire aircraft and other insurable risks which the Association requires to be insured against which in the opinion of the Association should be covered with such Insurance Company of repute as the Association may decide and for such sum as shall in the opinion of the Surveyor for the time being of the Association represent the full reinstatement value thereof

from time to time (including Architects' and Surveyors' fees on such full reinstatement value) and to make all payments necessary for the above purposes within seven days after the same shall become due such insurance nevertheless being at least to the standard required by and in accordance with the present Loan Agreement

(b) Adequately to insure the Association against any breakdown or suspension of the services specified in the Fifth Schedule hereto

(c) Adequately to insure the Association against liability for nuisance or negligence which the Association or the servants or agents of the Association may incur in respect of the Property or as the owner or landlord or occupier thereof

(d) Subject to the requirements of the Chargee under the present Loan Agreement in case of destruction of or loss or damage to the Property by fire aircraft or other insured risk to lay out any policy moneys which may be received by the Association in respect of such insurance in rebuilding reinstating or repairing the same as soon as reasonably practical

(e) To insure against three years loss of rent and so far as may be possible yearly service charge in the event of the provisions of Clause 7 hereof (relating to cesser of rent and yearly service charge in the event of destruction or damage described therein) taking effect PROVIDED ALWAYS that any insurance hereinbefore covenanted to be made may be made in the name of the Association and any other persons interested in the Property if the Association so thinks fit

- (5) Subject to the Lessee paying the rent and yearly service charge herein reserved to keep the entrance hall staircases and machinery (if any) and passages leading to the demised premises in good maintenance and repair and sufficiently clean and lit and to use its best endeavours to provide the services or attendances specified in the Fifth Schedule hereto
- (6) That every lease of flats maisonettes or houses comprised in the Property hereafter granted by the Association shall contain regulations to be observed by the lessee thereof in the same terms as those contained in the First Schedule hereto
- (7) As to the parts of the Property retained by the Association or which may come into the possession of the Association by the determination or expiration of any lease of any part of the Property at all times during the term hereby granted to observe and perform the regulations specified in the First Schedule hereto
- (8) To defray the yearly service charge calculated in accordance with the provisions of the Fourth Schedule hereto and in manner therein specified in respect of any flat maisonette or house in the Property

- for the time being not demised by a lease similar to this Lease
- (9) Subject to the Lessee paying the rent hereby reserved and the yearly service charge to comply with the covenants on the part of the Association contained in the present Loan Agreement and in the Head-lease under which it holds the property
- (10) In the event of the Association having received the redemption amount as defined in the Seventh Schedule hereto forthwith to remit the same to the Chargee
- (11) If so required by the Lessee to enforce the covenants similar to those contained herein on the part of the Lessee entered into or to be entered into in the leases of other flats maisonettes or houses in the Property by other lessees so far as they affect the demised premises provided that the Lessee shall indemnify the Association against all costs and expenses of such enforcement and shall previously give reasonable security to the Association for such costs and expenses if called upon so to do
6. IT IS HEREBY AGREED that this Lease is and shall be at all times subject to the present Loan Agreement PROVIDED ALWAYS that this Lease shall no longer be subject in any way thereto or charged in respect thereof in the event that the redemption amount as defined in the Seventh Schedule hereto is repaid by the Lessee under this Lease AND PROVIDING there are no arrears under the present Loan Agreement the Chargee undertakes with the Lessee in the event of such repayment to the Chargee taking place to do all that is necessary (at the Lessee's expense) to discharge any encumbrances attaching to this Lease pursuant to or in connection with the present Loan Agreement whereupon the Chargee shall no longer be a party to this Lease and all references herein to the Chargee and the present Loan Agreement so far as they respectively affect this Lease shall be deemed to be omitted herefrom
7. IN the event of the destruction of or damage to the demised premises or part thereof by fire through no fault of the Lessee or his invitees the rent and yearly service charge or a fair and just proportion thereof according to the nature and extent of the destruction or damage (as to which the determination of the Association's Surveyor shall be conclusive) shall thereupon cease to be payable until the expiry of three years from the date of the said destruction damage or until the demised premises or the part thereof so destroyed or damaged shall have been rebuilt or reinstated and made fit for occupation and use whichever shall be the earlier PROVIDED ALWAYS that this clause shall not be interpreted to mean that the Chargee hereby consent to waive their rights under the present Loan Agreement
8. IT IS HEREBY DECLARED that every internal wall floor and ceiling shall be deemed to be a party wall floor or ceiling (as the case may be) severed medially

9. PROVIDED FURTHER and these presents are upon this express condition
(a) that if the rent or yearly service charge reserved hereby or any part thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Lessee to be performed and observed then it shall be lawful for the Association to re-enter upon the demised premises or any part thereof in the name of the whole and peaceably to hold and enjoy the demised premises thenceforth and so that the term hereby granted shall absolutely determine but without prejudice to any right of action or remedy of the Association or the Chargee as the case may be

(b) that if the yearly rent or service charge reserved hereby or any part thereof shall at any time be in arrear and unpaid as aforesaid the lessee shall pay interest on any such amounts outstanding at a rate equal to the rate for the time being charged under the Loan Agreement until all such arrears have been paid in full

10. IN this Lease where the context so admits or requires words importing the singular number only include the plural number and words importing the masculine gender only include the feminine gender and where the expression "the Lessee" includes two or more persons the covenants by them herein contained shall be deemed to be joint and several

11. THE provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any Notices under this Lease

12. 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

I N W I T N E S S whereof the Association and the Chargee have hereunto affixed their respective Common Seals and the Lessee has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE above referred to

(Regulations as to user)

(1) Not to carry on or permit to be carried on upon the demised premises any profession trade or business whatsoever or let apartments or receive paying guests on the demised premises but to use the same as a private residence only

(2) That no water shall be wasted on the demised premises

(3) Not to do or permit to be done any act to the damage or annoyance of the Association or lessees and tenants of the Association or the occupiers of any part of the Property or any of the adjoining or neighbouring

premises or the neighbourhood or any illegal or immoral act whether in the demised premises or on the retained premises of the Association

(4) That no musical instrument except a piano radio television set tape recorder or gramophone shall be kept on the demised premises without the consent of the Association and that the same shall not be used so as to be a nuisance to the occupiers of other flats maisonettes or houses in the Property nor shall any singing take place on the demised premises except between the hours of 7 a.m. and 12 p.m.

(5) That no electrical device shall be used without an effective suppressor fitted thereto

(6) That no live animal shall be kept on the demised premises without the consent of the Committee which consent may be withdrawn at the sole discretion of the Committee

(7) That nothing shall be deposited (except in any dustbin provided for the Lessee's own use) and that no dust shall be thrown up and no mat carpet or cloth beaten or shaken outside the demised premises

(8) That no children shall play in or obstruct the user by the Association and all persons authorised by the Association of the entrance hall passages and staircases of the Property

(9) That no cinders dust or rubbish shall be removed from the demised premises except in a covered pail to be provided at the expense of the Lessee

(10) That no person shall reside in the demised premises except when the floors thereof (including the passages) are covered with carpet and underlay excepting only bathrooms and the kitchen

THE SECOND SCHEDULE above referred to

PART I

(The Demised Premises)

ALL THAT ²flat ~~maisonette or house~~ known as or to be known as number 23 situate on the Second Floor of the property of the Association known as Wesley Square which flat ~~maisonette or house~~ is more particularly shown on the plans numbered 1 and 2 attached hereto and edged red including:-

(a) the internal plastered coverings and plaster work of the walls bounding the demised premises and the doors and door frames and window frames in such walls and the glass fitted in the windows and

(b) the plastered coverings and plaster work of the walls and partitions lying within the demised premises and the doors and door frames fitted in such walls and partitions and

(c) the plastered coverings and plaster work of the ceilings and surfaces of the floors including the whole of the floor boards skirting boards and supporting joists (if any) and

(d) all conduits which are laid in any part of the Property and serve exclusively the demised premises and

(e) all fixtures and fittings in or about the demised premises and not expressly excluded from this demise

But not including :-

- (i) any part or parts of the Property (other than conduits or joists expressly included in this demise) lying about the said surfaces of the ceilings or below the said floor surfaces or
- (ii) any of the main timbers or other joists of the Property or any of the walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included in this demise or
- (iii) any conduits in the Property which do not serve the demised premises exclusively

PART II

(The Demised Rights)

- (i) full rights of support from the land on which the Property stands for the demised premises and of support shelter and protection from all other parts of the Property capable of providing the same for the demised premises
- (ii) the right of user (in common with the Association and the other tenants and all other persons entitled thereto) of the entrance hall staircases passages pathways and porchways in the Property leading to the demised premises
- (iii) the right (in common with all other persons entitled to the like right) to the free passage and running of water and soil gas and electricity to and from the demised premises through sewers drains watercourses cables pipes and wires which are now or may at any time during a period of eighty years from the date of commencement of this Lease be laid in under or passing through the Property or any part thereof
- (iv) the benefit (in common with the other persons entitled thereto) of any covenant or agreement entered into by a lessee or tenant or any other flat maisonette or house with the Association for the observance of the said regulations
- (v) the right for the Lessee with servants workmen and others at all reasonable times and in the case of emergency without notice to enter into and upon the adjoining or neighbouring flats maisonettes or houses in the Property for the purpose of repairing maintaining renewing or carrying out permitted alterations or rebuilding works to any part of the demised premises or to any part of the Property giving subjacent or lateral support or protection to the demised premises or the repairing cleansing maintaining or renewing any pipes wires and cables or any other thing situate in or passing through the adjoining or neighbouring flats maisonettes or houses in the Property and serving the demised premises causing as little damage as possible and making good with all reasonable speed any damage caused thereby

(vi) the right of way (in common with all other persons entitled to the like right) at all times on foot only and without vehicles over and along the land coloured brown on plan Number 1

THE THIRD SCHEDULE above referred to

(Exceptions and Reservations)

Excepting and reserving the following :-

- (1) To the Association and its other tenants and all persons authorised by the Association the free and uninterrupted passage of water and soil through the water and soil pipes and drains of gas through the gas pipes and meters and of electricity through the electric wires and meters which are now or may at any time during a period of eighty years from the date of commencement of this Lease be in on or passing through the demised premises with power for the Association at all reasonable times upon reasonable notice (save in the case of emergency) to enter the demised premises for the purpose of inspecting repairing renewing cleansing replacing or altering the said pipes drains wires and meters and also of maintaining painting decorating repairing renewing or adding to any part of the Property (and of painting decorating or repairing any part of the demised premises in accordance with the provisions in connection therewith on default being made in performance of the covenants on the part of the Lessee in that behalf herein contained) the Association making good all damage done to the demised premises in exercising such power
- (2) Full rights of support shelter and protection from the demised premises for all other parts of the Property capable of enjoying the same
- (3) To the Association and its other tenants and all persons authorised by the Association such right of way as may be reasonable over the external areas (if any) comprising part of the Property for the purpose of reasonable access to and reasonable egress from the Property
- (4) The right for the Association and lessees of adjoining or neighbouring flats maisonettes or houses at all reasonable times upon reasonable notice (save in the case of emergency) to enter upon the demised premises with servants workmen and others for the purpose of repairing maintaining renewing or carrying out permitted alterations or rebuilding works to any part of the said adjoining or neighbouring flats maisonettes or houses in the Property to which the demised premises gives subjacent or lateral support or protection or the repairing cleansing maintaining or renewing of any such pipes wires and cables or any other thing situate in or passing through the demised premises and serving the said adjoining or neighbouring flats maisonettes or houses in the Property the Association and the lessees for the time being of the said adjoining or neighbouring flats maisonettes or houses doing as little damage as possible and making good all damage caused thereby with all reasonable speed

THE FOURTH SCHEDULE above referred to

(1) In this Schedule :-

(a) "The relevant proportion" shall be :-

- (i) in the case of the present loan costs as hereinafter defined the percentage that the open market value of the demised premises bears to the aggregate open market values of all the flats, maisonettes or houses in the Property (including the demised premises) for the time being subject to the present Loan Agreement and such open market values having been assessed as at the 28th day of February 1979 by a valuation prepared by Messrs. Marsh and Parson on the basis that each flat maisonette or house be offered as an individual unit with vacant possession upon terms substantially the same as those contained herein
- (ii) in the case of the yearly operating costs as hereinafter defined an equal one fiftieth share of such costs

(b) "the yearly operating costs" means the total of the actual costs for a financial year of the Association reasonably and properly incurred in relation to the Property by the Association in respect of :-

- (i) complying with the Association's obligations herein contained as to rates repairs to structure and common parts decoration insurance provision of services and attendances and any other matters for which the Association may from time to time be responsible in relation to the Property
- (ii) doing all such acts as may in the discretion of the Committee be reasonably necessary for the proper maintenance of the Property including :-
 - (a) the provision of a reserve or sinking fund against the cost of future repairs or outgoings and
 - (b) the employment of and payment of proper salaries or fees of such servants agents or managing agents as the Committee shall think fit relating to the management and upkeep of the Property and payment of professional fees of auditors

(c) "the present loan costs" means the total of the actual costs for a financial year of the Association incurred by the Association in keeping down all payments falling due and meeting all and any

obligations under the present Loan Agreement

- (d) "the yearly service charge" shall be the total of the relevant proportion of the yearly operating costs and of the relevant proportion of the present loan costs provided always that if pursuant to the proviso to Clause 6 above this Lease ceases to be subject to the present Loan Agreement the yearly service charge shall from the date of such cesser be the relevant proportion of the yearly operating costs only

2. The Committee shall at the commencement of each financial year of the Association (hereinafter called "the financial year") estimate the yearly operating costs and the present loan costs for that year and at the end of the financial year shall finally determine the same and shall have the same certified by the Association's Auditors a copy of such Certificate together with schedules in support thereof shall be delivered to the Lessee and shall show the amounts attributable to the performance of each of the covenants on the part of the Association contained in Clause 5 hereof the professional costs and management fees mentioned in Clause 1(b)(ii)(b) of this Schedule and the amounts and aggregate amounts of every reserve or sinking fund created pursuant to the power contained in Clause 1(b)(ii)(a) of this Schedule

906 3. The yearly service charge shall be payable in advance by the Lessee to the Association by equal monthly instalments to be made on the first day of every month commencing the 1st day of April 1980 the first proportionate part of one monthly instalment to be paid on the signing hereof and the said instalments shall be determined by the Committee at the commencement of each financial year by reference to their proper and reasonable estimate of the yearly operating costs and the present loan costs and any difference between the total of the instalments and the yearly service charge as finally determined by the Committee and certified by the said Auditors at the end of the financial year shall in the event of any overpayment by the Lessee be credited or repaid to him as the Committee may direct and in the event of an underpayment be payable by the Lessee on demand

4. The said Certificate and Schedules shall be conclusive and binding on the parties hereto but the Lessee shall be entitled at his own expense at any time after one month after service of such Certificate and schedules to inspect the receipts and vouchers relating to the payment of the yearly operating costs

THE FIFTH SCHEDULE above referred to

(Services and Attendances)

Services and attendances (if any) and lighting of the entrance hall

staircases and passages leading to the demised premises shall be provided by the Association as may from time to time be decided upon by the Committee or other appropriate authority of the Association

THE SIXTH SCHEDULE above referred to

(Consideration on Assignment)

(1) Definition and formula for calculation of the consideration :-

- (A) The consideration shall be that amount remaining after deduction of the cost price (as hereinafter defined) paid by the Lessee from the total sum of all payments paid by or on behalf of the assignee to the Lessee in consideration of the assignment and "cost price" shall be the sum total of the cost (expended by the Lessee in respect of the premises hereby demised) of any of the following items only :-
- (i) any initial deposit or subscription paid by the assigning lessee to the Association
 - (ii) any sum paid or consideration given by the assigning lessee on a previous assignment of this Lease
 - (iii) any legal fees Estate Agents fees reasonable advertising costs and stamp duties paid on taking up of this Lease or any assignment thereof by the assigning lessee
 - (iv) any interest and or capital principal payment and or rent payment paid in respect of any period before the date that occupation is or was actually or was ready to be taken up (whichever date is the earliest) by the assigning lessee to the Association
 - (v) the proportion of the yearly service charge hereby reserved paid by the assigning lessee in respect of any period before the date of the assignment by the assigning lessee to the assignee applicable to the repayment of any part of any capital principal sum reserved to a chargee of the Property or any other similar capital principal sum whether secured by charge or not
 - (vi) any repairs or improvements (in respect of which the written consent of the Association has been obtained) commissioned and paid for by the assigning lessee necessary to the premises occupied by the assigning lessee excluding the cost of all and any decorative work or repair
 - (vii) any sum paid by the assigning lessee to the Chargee pursuant to the provisions of Clause 6 hereof
- (B) if the assigning lessee sells chattels and or furnishings to the assignee concomitant with the assignment the Committee must first

approve the price to be paid for such chattels and or furnishings particularly and without prejudice to the generality of the foregoing to ensure that the price to be paid for such chattels and or furnishings has not been irregularly inflated having regard to the said payments paid or to be paid by the assignee in consideration of the assignment

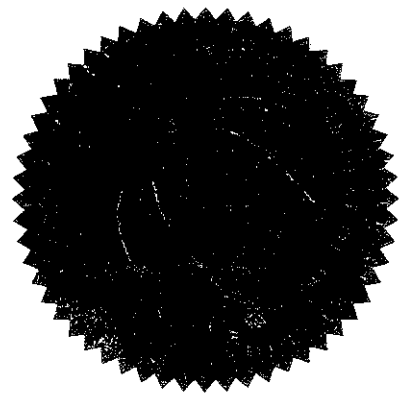
(2)	<u>Scale of computation</u>	<u>% paid to the Association</u>	<u>% retained by the Lessee</u>
	on assigning during 1st year after commencement of term	100%	Nil
	on assigning during 2nd year after commencement of term	90%	10%
	on assigning during 3rd year after commencement of term	60%	40%
	on assigning during 4th year after commencement of term	30%	70%
	on assigning during 5th year after commencement of term and any subsequent year	5%	95%

§ THE SEVENTH SCHEDULE above referred to

(Calculation of the redemption amount)

The redemption amount shall be an amount equal to the proportion that the open market value of the demised premises (£X) bears to the aggregate open market values of all the flats maisonettes and houses (including the demised premises) in the Property (in accordance with the valuation referred to in Clause 1(a)(ii) of the Fourth Schedule hereto) for the time being subject to the present Loan Agreement (£Y) in relation to the amount outstanding (both of principal and interest) under the present Loan Agreement at the date of redemption (£Z)

14137



THE COMMON SEAL OF THE MAYOR AND
BURGESSES OF THE ROYAL BOROUGH OF
KENSINGTON AND CHELSEA was here-
) unto affixed in the presence of:-

Handwritten signature

.....
COMMITTEE MEMBER

Handwritten signature

.....
COMMITTEE MEMBER

Handwritten signature

.....
SECRETARY

THE COMMON SEAL of the Association
) was hereunto affixed in the
) presence of :-
)

Handwritten signature

$\frac{Y}{X}$ x Z

This may be expressed as a formula as follows :-

DATED 12th June 1980

MAUNSEL (FOURTH CO-OWNERSHIP)
HOUSING SOCIETY LIMITED
(the Association)

SARAH BRADFORD

(the Lessee)

- and -

THE MAYOR AND BURGESSES OF THE
ROYAL BOROUGH OF KENSINGTON AND CHELSEA
(the Chargee)

UNDERLEASE

- of -

PROPERTY ^{No 23} 1-50 WESLEY SQUARE in the
ROYAL BOROUGH OF KENSINGTON AND CHELSEA

