

ON ESTATE (EST1)

DATED

11th Septembar 1989

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ISLINGTON

- to -

[REDACTED]

LEASE

-of-

Premises known as [REDACTED]
in the London Borough of Islington

Commencing 25th Decambar 1982
Term of years 125
Expires 24th Decambar 2107
Rent £10 p.a. and Service Charge

June '90.
1728LW/5N.

H. M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1986
THE HOUSING ACT 1985
AND THE HOUSING AND PLANNING ACT 1986



LONDON BOROUGH OF ISLINGTON:

TITLE NO: LN 245431

PROPERTY: [REDACTED]

THIS LEASE is made 11TH day of September
One thousand nine hundred and eighty-Nine.
BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH
OF ISLINGTON of the Town Hall Upper Street London N1 2UD
(hereinafter called "the Council" which expression shall
where the context so admits include its successors in title)
of the one part and the person or persons whose names appear
below in Paragraph 1 of the Particulars (hereinafter called
"the Tenant" which expression shall where the context so
admits include his successors in title) of the other part

PARTICULARS

1. The Tenant: [REDACTED]
2. The demised premises [REDACTED]
3. Floors on which the demised premises are situate THIRD AND FOURT FLOORS
4. Address of the Building: [REDACTED]
5. Address of the Estate: [REDACTED]
6. The Valuation:
SIXTY TWO THOUSAND Pounds (£ 62,000)
7. The Discount:
FORTH THREE THOUSAND FOUR HUNDRED Pounds (£ 43,400)
8. The Net Premium:
EIGHTEEN THOUSAND SIX HUNDRED Pounds (£ 18,600)
9. The value of the stamp duty certificate: £ 30,000
10. Term of years: 125
11. Date of commencement of the Term: 25TH December 1982

JY2BLW

W H E R E A S the Council is or may be required under the provisions of the Housing Act 1985 (hereinafter called "the right to buy provisions") to dispose of certain dwellings in the Building mentioned in Paragraph 4 of the Particulars by means of a lease in substantially the form of this lease or as similar thereto as the circumstances will admit or require (hereinafter called "a Right to Buy Lease ")

NOW THIS DEED W I T N E S S E T H as follows (the meanings specified in the above-written Particulars being herein incorporated) -

1. IN consideration of the Valuation discounted to the Net Premium (receipt whereof the Council hereby acknowledges) being the sum which the parties have agreed (or the District Valuer has determined) is the price payable under the right to buy provisions in the exercise by the Tenant (who is or includes a secure tenant within the meaning of that expression as used in the said legislation) of his right to buy and in consideration also of the rents covenants and conditions hereinafter reserved and contained on the part of the Tenant to be observed and performed the Council hereby demises unto the Tenant ALL THAT the demised premises mentioned in Paragraph 2 of the Particulars in the London Borough of Islington being part of the land comprised in the above-numbered title shown edged red on the location plan and red and green on the floor plan annexed hereto (hereinafter called "the Plans") and forming part of the Building mentioned in Paragraph 4 of the Particulars TOGETHER WITH: (1) the garden land (if any) shown edged green on the floor plan; and (2) the easements rights and privileges mentioned in the First Schedule hereto but subject as therein mentioned EXCEPTING AND RESERVING from the said demise unto the Council:

(1) main structural parts of the Building (including the roof and foundations and external parts thereof the external parts of the windows but not the interior faces of such parts of the external walls as bound the demised premises or the rooms therein) and;

(2) the rights mentioned in the Second Schedule hereto TO HOLD the same unto the Tenant for the Term mentioned in paragraph 10 of the Particulars from the commencement date mentioned in paragraph 11 of the Particulars (determinable nevertheless as hereinafter provided) YIELDING AND PAYING therefor during the said term:

(1) the yearly rent of TEN POUNDS (£10.00) payable in advance without any deductions whatsoever on the usual quarter days in each year the first payment apportioned in

respect of the period from the date hereof to the quarter day next hereafter to be paid on the execution hereof

(2) the service charge (hereinafter called "the Service Charge") payable as provided in Clause 5 hereof

(3) By way of further rent from time to time a reasonable sum or sums of money equal to the amount which the Council may expend in effecting or maintaining the insurance of the demised premises and a proportion of the insurance of the remainder of the Building (calculated in accordance with Clause 5(2)(f)(i)) as specified in Clause 7(2) hereof such further rent to be paid without any deduction on the quarter day next ensuing after the said expenditure has been notified in writing to the Tenant and to be recoverable by distress in the same way as rent in arrear

2. IT IS HEREBY DECLARED that the demise hereby granted shall not be deemed to include and shall not operate to convey or demise (except as hereinbefore provided) any ways watercourses sewers drains rights liberties easements or advantages whatsoever in through over or upon any land of the Council adjoining or near to the demised premises or the Building

3. The Tenant with the intent to bind so far as may be the demised premises and all persons who shall for the time being be the owner of any estate or interest in or occupier of the demised premises or any part thereof hereby covenants with the Council as follows:-

(1) To pay the yearly rent and by way of additional rent the Service Charge and the insurance rent referred to in Clauses 5 and 1(3) respectively hereof (hereinafter collectively called "the Rent") on the days and in manner as provided in Clauses 1 and 5 hereof PROVIDED ALWAYS that (without prejudice to the proviso for re-entry hereinafter contained) if the Rent or any other sums due thereunder or any part or parts thereof shall not be paid within fourteen days of any of the days herein appointed for payment (whether the same shall have been legally demanded or not) the Rent or the part or parts thereof unpaid as aforesaid shall bear interest at 4% above the base-rate of the Co-operative Bank plc for the time being in force or such other bank as the Council may from time to time specify such interest to become payable fourteen days from the date payment of the Rent should have been made until actual receipt and to accrue after as well as before any judgment and should such interest payable hereunder be in arrear at any quarter day it shall be treated as an accretion to the Rent and shall itself bear interest at the rate hereinbefore stipulated accordingly and all such interest whether capitalised or not shall be recoverable

by distress or other process of Law

(2) To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the demised premises or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the Building to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the demised premises

(3)(a) Except as hereinafter provided to be maintained by the Council pursuant to Clause 7(5) hereof from time to time and at all times during the said term to repair maintain cleanse and keep in good and substantial repair all:-

- (1) ceiling plaster or other surface material of the ceilings but not the joists thereof (if any)
- (2) floor boards or other surface material of the floors but not the supporting joists
- (3) the internal non-structural walls and
- (4) the plaster or other surface material of the walls and partitions lying within the demised premises and the doors and door frames fitted in such walls and partitions and
- (5) the plaster or other surface material applied to the interior faces of the external walls and of all the walls which divide the demised premises from any other dwellings in the Building or any parts of the Building used in common by the Tenant and the Council and other occupiers thereof
- (6) the doors and door frames fitted in such walls
- (7) window glass and the internal parts of the windows
- (8) sanitary apparatus and appurtenances installed therein or affixed thereto
- (9) radiators cisterns tanks boilers pipes wires conduits and drains and other things installed for the purposes of supplying or carrying hot and cold water gas and electricity exclusively

to the demised premises

(10) fixtures and fittings in and about the demised premises

(b) And in particular to keep all internal parts of the demised premises in good decorative repair and properly cleansed painted and papered with good quality materials.

(c) Not to waste or permit to be wasted any water on the demised premises and to keep all water pipes tanks boilers and radiators within the demised premises reasonably protected against frost and to be responsible to the Council for all damage caused through the bursting overflowing or stopping up of any pipes and other fittings in or about the demised premises occasioned by the negligence of the Tenant his family servants or visitors or other occupiers of the demised premises

(4) Within three calendar months from the receipt of written notice given by the Council or sooner if requisite to execute all repairs and works for which the Tenant is liable hereunder and required by such notice to be done

(5) To permit the Council by their Borough Valuer (hereinafter called "the Borough Valuer") or other duly authorised officer or other agent between the hours of 8 a.m. and 6 p.m. upon 48 hours prior written notice to enter the demised premise to examine the condition of the same and to take inventories of the fixtures therein and thereupon the Council may serve upon the Tenant notice in writing specifying any repairs necessary to be done as aforesaid

(6) To permit the Borough Valuer or other duly authorised officer or person with or without workmen at any time during the said term between the hours of 8 a.m. and 6 p.m. upon 48 hours prior written notice (except in case of emergency) to enter into and upon the demised premises or any part thereof for the purpose of executing repairs or alterations thereto or in connection with other parts of the Building or any adjoining premises of the Council or to install meters and to lay or install repair maintain rebuild cleanse and keep in order and good condition all sewers drains pipes cables watercourses gutters wires party structures or other drainage or water apparatus in connection with the services provided by the Council the Council or other persons exercising such right (as the case may be) doing no unnecessary damage and making good all damage thereby occasioned to the demised premises

(7) If the Tenant shall default in any of the covenants

hereinbefore contained for or relating to the repair of the interior of the demised premises it shall be lawful for the Council (but without prejudice to the right of re-entry contained in Clause 9 hereof) to enter upon the demised premises and repair the same at the Tenant's expense in accordance with the covenants and provisions of these presents PROVIDED THAT the expense of such repairs shall be a debt due from the Tenant to the Council and be forthwith recoverable by action

(8) To permit any lessee having the benefit of a Right to Buy Lease or any lease granted by the Council for a term of 21 years or more of any other adjoining or contiguous dwelling in the Building with or without workmen at all reasonable times to enter the demised premises upon 48 hours notice in writing for the purpose of executing repairs to or upon the said lessee's dwelling in performance of their respective covenants and so that all such repairs shall be done with despatch and that such lessees of other dwellings shall make good all damage done in executing the said repairs to the demised premises

(9) Not to use or permit or suffer to be used the demised premises or any part thereof other than for residential purposes and subject to the provisions of Clauses 3(11) and 3(15) hereof not to sublet or otherwise part with possession of any part as opposed to the whole of the demised premises without the written consent of the Council such consent not to be unreasonably withheld

(10) On the expiration or determination of the said term peaceably to yield up unto the Council the demised premises in a good and substantial state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all landlord's fixtures and fittings of every kind now in or upon the demised premises or which during the said term may be affixed or fastened to or upon the same all of which shall at the expiration or determination of the said term be left complete with all parts and appurtenances thereof and in proper working order and condition PROVIDED ALWAYS that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any tenant's fixtures or fittings PROVIDED further that the Tenant may from time to time (but only with the previous written consent of the Council and subject to any conditions thereby imposed) substitute for any of the landlord's fixtures and fittings other fixtures and fittings of at least as good a kind and quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so

substituted

(11) (A) That subject to the provisions of the Housing and Planning Act 1986 if within three years from the date hereof there shall be a disposal as defined in clause 3(11)(B) hereof the Tenant will pay to the Council on demand by way of cash or banker's draft the Discount referred to in Paragraph 7 of the Particulars reduced by one-third of that amount for each complete year which shall elapse between the date of this lease and the date of that disposal PROVIDED NEVERTHELESS that should there be more than one such disposal the Council shall be entitled to demand payment only on the first one

(B) In this clause disposal includes:-

- (i) an assignment of this lease; and
- (ii) the grant of an underlease (other than a mortgage term) for a term of more than 21 years otherwise than at a rack rent PROVIDED THAT it shall be assumed that any option to renew or extend the underlease (whether or not forming part of a series of options) is exercised and that any option to terminate the underlease is not exercised

PROVIDED THAT -

- (i) such disposal may be of the whole or part of the demised premises; and
- (ii) the following do not constitute disposal for the purpose of this clause -
 - (a) where the assignee or each of the assignees (as the case may be) is a qualifying person as hereinafter defined
 - (b) a vesting of the whole of the demised premises in a person taking under a Will or intestacy
 - (c) a vesting of the whole of the demised premises in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975;
 - (d) the demised premises are acquired compulsorily or by a person (whether or not the Council) who has made or would have

made a compulsory purchase order authorising its compulsory purchase for the purposes for which it is required

- (e) the property disposed of is land included in the demised premises by virtue of Section 184 of the Housing Act 1985
- (iii) for the purposes of this clause a person is a qualifying person in relation to the disposal if he
 - (a) is the person or one of the persons by whom it is made
 - (b) is the spouse or a former spouse of that person or one of those persons; or
 - (c) is a member of the family of that person or one of those persons and has resided with him throughout the period of twelve months ending with the disposal
- (iv) for the purposes of this clause a person is a member of another's family if he is his spouse parent grandparent child grandchild brother sister uncle aunt nephew or niece treating -
 - (a) any relationship by marriage as a relationship by blood
 - (b) any relationship of the half-blood as a relationship of the whole blood
 - (c) the stepchild of any person as his child
 - (d) any illegitimate child as the legitimate child of his mother and reputed father, or
 - (e) if they live together as husband and wife

(12) That the liability of the Tenant and his successors in title under the covenant in (11) above shall be a charge on the demised premises taking effect as if created by deed expressed to be by way of legal mortgage and shall have priority immediately after any legal charge securing any amount advanced or left outstanding by the Tenant in exercising the right to buy or advanced to him by one of the bodies specified in Section 156(4) of the Housing Act 1985 for the purpose of enabling him to exercise it or further advanced to him by that body AND the parties hereto hereby apply to the Chief Land Registrar to enter a Notice on the Charges Register of the title of the demised premises to this effect and a restriction in the Proprietorship Register of the Title of the demised premises as follows:-

"Except under an Order of the Registrar no disposition by the

proprietor of the land (except a charge made subsequent to the Charge herein created) is to be registered without the consent of the Mayor and Burgesses of the London Borough of Islington"

(13) To be responsible for and to indemnify the Council against all damage occasioned to the demised premises or any other part of the Building or the Estate or any adjacent or neighbouring premises or to any person caused by the act default or negligence of the Tenant or the servants agents licensees or invitees of the Tenant.

(14) Not to do or permit to be done any act or thing by reason or in consequence of which any increased or additional premium may become payable or by virtue of which the insurance of the demised premises and of the Building may become void or voidable.

(15) Upon any assignment hereof or subletting or underletting wholly or in part to obtain at the Tenant's expense and in a form prepared by the Council a direct covenant by the assignee sublessee or underlessee with the Council to observe and perform the covenants and conditions of this Lease and to pay on the execution thereof the Council's reasonable costs in connection with the preparation and completion of such Deed.

(16) Within one month next after any assignment assurance mortgage or charge or devolution of the Tenant's estate or interest in the demised premises to produce to the Council the original or a certified copy of the instrument of such assignment assurance mortgage or charge or devolution and to pay to the Council such reasonable charges in respect of the registration of such transaction in the Council's records as the Council may from time to time stipulate and in any event not less than twenty five pounds.

(17) Not to do or allow to be done or to bring or allow to be brought on to the demised premises or the Building or any part thereof any act matter or thing of a noisy dangerous noxious offensive inflammable or combustible nature or which may be or grow to be a danger nuisance annoyance or disturbance to the Council or to the occupiers for the time being of any of the other dwellings in the Building or to adjoining or neighbouring premises or to the public including for the avoidance of doubt any such act matter or thing which would or might in the reasonable opinion of the Council amount to racial harassment to such occupiers or the public or whereby any insurance of the demised premises or the Building may be vitiated or lessened in value and on receiving notice from the Council or its duly authorised officer of any thing done or brought on to the demised premises or the Building or any part thereof which in the opinion of the Council shall be inconsistent with this covenant forthwith to discontinue or remove the same and to take to the satisfaction of the Council or its duly authorised

officer as aforesaid all steps necessary to prevent any recurrence of the matter or matters mentioned in any such notice

(18) Not without the Council's written consent to use or allow to be used or to bring or allow to be brought on to the demised premises or any part thereof any calor gas paraffin or other inflammable fuel or liquid

(19) At all times during the said term at the Tenant's expense to comply in all respects with the provisions and requirements of any relevant legislation for the time being in force and in particular the Town and Country Planning Acts 1971 to 1974 or any statutory modification or re-enactment thereof for the time being in force and any orders or regulations made under such legislation and all licences consents and conditions granted or imposed thereunder and to produce to the Council on receipt of notice thereof any notice order or proposal therefor made given or issued to the Tenant under or by virtue of such legislation affecting or relating to the demised premises and at the request of the Council to make or join with the Council in making every such objection or representation against the same that the Council shall deem expedient and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and keep indemnified the Council against all liability whatsoever in respect of such matters

(20) To pay all expenses (including legal costs and Surveyors' fees) incurred by the Council

(i) incidental to the preparation and service of a Notice under Section 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

(ii) incidental to the preparation and service of all notices and schedules relating to wants of repair of the demised premises whether the same be served during or after the expiration or sooner determination of the term hereby granted

(iii) including the stamp duty on all or any licences and consents or duplicates thereof resulting from any application by the Tenant for any licence or consent of the Council required by this lease including legal costs and such aforementioned surveyors' fees as shall have accrued when any licence or consent

is refused or any application is withdrawn.

(21) Not to make any structural alterations or additions to the Building whatsoever unless authorised by the said Legislation and first having obtained the Council's prior written consent.

(22) Not to erect or cause to be erected to the exterior of the demised premises or the Building any form of television aerial or receiving device and not to exhibit on the exterior of the demised premises or in the windows thereof any nameplate placard or announcement of any description

(23) Not to use the demised premises or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction

(24) To keep the floors of the demised premises including the passages stairs and landings (if any) thereof substantially covered with suitable material for reasonably minimising the transmission of noise to other dwellings within the Building

(25) Not to do or permit to be done upon or in connection with the demised premises or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Council the tenants of other dwellings in the Building or to any neighbouring adjoining or adjacent property or the owner or occupier thereof

(26) For a period of six months immediately preceding the determination of the said term to permit an inspection at any reasonable time in the day by any person wishing to inspect the demised premises and so authorised by the Council upon an appointment being made for that purpose

4.

THE Tenant with intent to bind so far as may be the demised premises and all persons who shall for the time being be the owner of any estate or interest in or occupier of the demised premises or any part thereof hereby covenants with each and every lessee of any other dwelling forming part of the Building demised by virtue of a Right to Buy Lease or any lease granted by the Council for a term of 21 years or more for the benefit and protection of the dwelling respectively vested in such Right to Buy lessee and each and every part thereof from time to time and at all times to observe and perform the covenants and conditions on his part in Clause 3(3) (4) (8) (9) (10) (13) (14) (15) (17) (18) (19) (21) (22) (23) (24) (25) and (26) hereof

5. THE Service Charge referred to in Clauses 1 and 3(1) shall consist of (so far as permitted by the Landlord & Tenant Acts 1985 and 1987 and the Housing Act 1985 as amended by the Housing and Planning Act 1986):

- (1) Expenses which relate solely to the demised premises and referred to in Clause 5(2)(e)(ii) hereof; and
- (2) A proportion of the expenses and outgoings incurred or to be incurred by the Council of those items set out in the Third Schedule hereto and which comprise -
 - (i) the repair maintenance renewal and improvement of the Building and any facilities and amenities appertaining to the Building and the Estate
 - (ii) the provision of services for the Building and the Estate (if any)
 - (iii) other heads of expenditure;

PROVIDED THAT such expenses and outgoings may include expenses and outgoings incurred prior to the grant hereof SAVE THAT SUBJECT to the following :

- (a) The amount of the Service Charge shall be ascertained on an annual basis in accordance with sub-clause (f) hereof and certified by a certificate (hereinafter called "the Certificate") signed by the Council's Director of Finance or some other duly authorised officer (at the discretion of the Council) acting as an expert and not as an arbitrator in manner hereinafter mentioned
- (b) The Council's current financial year (hereinafter referred to as "the Financial Year") shall mean the period from the First day of April in the year preceding the issue of the Certificate to the Thirty-first day of March of the next year or such other period of accounting as the Council may from time to time determine
- (c) The Certificate shall contain a summary of the Council's expenses and outgoings incurred or to be incurred during the Financial Year to which it relates together with the relevant details and figures forming the basis of the Service Charge due credit being given therein for all payments made by the Tenant in accordance with Clause 5(2) hereof in respect of the said year and upon

furnishing such Certificate showing such adjustment as may be appropriate the Tenant shall pay to the Council the amount of the Service Charge as aforesaid or any balance found to be payable or the Council shall allow to the Tenant any amount which the Tenant may have overpaid as the case may require

(d) The Council shall supply a copy of the Certificate for each Financial Year to the Tenant within six months from the end of the Financial Year to which the Certificate relates or as soon as practicable thereafter PROVIDED THAT so often as the Council is requested under Section 21 of the Landlord and Tenant Act 1985 to supply information about the expenditure on services or the Service Charge compliance with that request shall be deemed to fulfil the duty hereunder of the Council to supply any information or accounts relating to the same period

(e) The Tenant shall pay the Service Charge without any deductions whatsoever within 14 days of receipt of the Certificate PROVIDED ALWAYS THAT

(i) the Tenant shall if the Council so requires pay to the Council on each quarter day such sum in advance and on account of the Service Charge as the Council shall specify to be a fair and reasonable interim payment which sum shall not exceed one quarter of the Council's estimate of the likely amount of the Service Charge for that particular Financial Year

(ii) Any expenditure other than insurance under Clause 7(2) hereof which both relates solely to the demised premises and is of a non-recurring nature shall be reimbursed by the Tenant on the quarter day next after such expenditure has been incurred by the Council.

(iii) In the event of the Council giving notice under sub-clause 5(2)(g) hereof the Tenant shall pay the amount of any payments thereunder in advance or in arrear or annually or on any of the usual quarter days or otherwise at the absolute discretion of the Council

(f) The annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated as follows:-

(i) by dividing the aggregate of the expenses and outgoings incurred or to be incurred by the Council in respect of the matters set out in Part 1 of the Third Schedule hereto in the year to which the Certificate relates by the aggregate of the rateable value (in force at the end of such year) of all the dwellings and other rateable parts in the Building the repair maintenance renewal or servicing whereof is charged in such calculation as aforesaid and then multiplying the resultant amount by the rateable value (in force at the same date) of the demised premises (hereinafter called "the building element")

(ii) by dividing the aggregate of the expenses and outgoings incurred or to be incurred by the Council in respect of the matters set out in Part 2 of the Third Schedule hereto in the year to which the Certificate relates by the aggregate of the rateable value (in force at the end of such year) of all the residential units on the Estate and then multiplying the resultant amount by the rateable value (in force at the same date) of the demised premises (hereinafter called "the estate element")

(iii) a fair and reasonable proportion of the expenses incurred or to be incurred by the Council in connection with the matters set out in Part 3 of the Third Schedule in the year to which the Certificate relates (hereinafter called "the management element")

(iv) by adding together the building element the estate element (if any) and the management element to any expenditure incurred under Clause 5(2)(e)(ii) hereof

PROVIDED ALWAYS :

(A) that the Council shall have the right at any time fairly and reasonably to substitute a different method of calculating the Service Charge attributable to the dwellings in the Building; and

(B) that in the event of the abolition or disuse of rateable values for property the reference herein to the rateable value shall be substituted by a reference to the floor areas of all the dwellings in the Building and on the Estate (excluding any areas and lifts (if any))

used in common) and calculated accordingly

(g) (i) If the Council in its absolute discretion creates a reserve fund to make provision for any items of expenditure on services of a recurring or non-recurring nature it shall where such provision is commenced after the date hereof if requested inform the Tenant of the items for which it is making provision the amount of that provision and how that amount is calculated

(ii) The total of such provision in any Financial Year shall be deemed to constitute part of the expenditure on services under Clause 5(2)(c) hereof

(iii) The reserve fund so created shall be held by the Council on trust for the lessees of the Building or the Estate as appropriate for the time being and shall be deposited in a bank chosen by the Council at interest which shall be accumulated and added to the reserve fund

(iv) Upon the Council incurring expenditure on any item for which provision has been made it shall withdraw the appropriate sum from the reserve fund and credit the amount withdrawn against the expenditure on services for that Financial Year

(v) On any assignment subletting or transfer of this Lease or on the determination (other than by expiry of the term hereby demised together with any agreed or statutory extension) thereof the Tenant shall not be entitled to any part of the reserve fund PROVIDED THAT if by reason of any of the risks insured against by the Council under Clause 7(2) hereof the Building is destroyed or so damaged that at least three-quarters of it is incapable of use for at least two years the reserve fund shall be distributed to the then lessees who have contributed to the reserve fund of all or any part of the Building in the proportions of their respective liabilities for the Service Charge

(vi) The Council shall not prior to the signature of the Certificate be entitled to re-enter under the provisions in that behalf contained in Clause 9 hereof by reason only of non-payment by the Tenant of the Service Charge or any part thereof PROVIDED THAT nothing herein contained shall preclude the Council from maintaining an action.

against the Tenant in respect of non-payment of the Service Charge or any part thereof as aforesaid notwithstanding that the Certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Council that the amount of the Service Charge or any part thereof or interim payment demanded and unpaid is of a fair and reasonable amount in accordance with the clauses hereinbefore contained

- (3) (i) Any expenses or outgoings (or proportions thereof) recoverable under this Clause may include expenses or outgoings expended paid or incurred by the Council during a period preceding the commencement of the term hereby granted

PROVIDED THAT no such amounts (or proportions thereof) shall be recoverable in relation to such works of repair to the Building as in the Council's opinion were within its obligations under the former tenancy, and necessary for the proper use and enjoyment of the demised premises for the period of the former tenancy, and the costs of such works of repair to the demised premises as in the Council's opinion were within its obligations under the former tenancy being in each case works undertaken by the Council between the date as at which this grant was valued and the date hereof.

(ii) For the purposes of this Clause "former tenancy" means the tenancy or tenancies which subsisted between the date as at which this grant was valued and the date hereof.

6. IT IS HEREBY DECLARED that each of the aforesaid covenants shall remain in full force both at Law and in Equity notwithstanding that the Council shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or covenants affecting other tenants in the Building or the Estate or adjoining or neighbouring premises for the time being belonging to the Council

7. THE Council HEREBY COVENANTS with the Tenant :

(1) That the Tenant paying the Rent and observing and keeping the several covenants and agreements by the Tenant herein contained may peaceably hold and enjoy the demised premises during the said term without interruption by the Council or any person lawfully claiming through under or in trust for the Council

(2) At all times during the term (except only such times if any as such insurance may be avoided by the act or omission of the Tenant)

(a) to insure the demised premises in the joint names of the Council and the Tenant in the full reinstatement value thereof against loss or damage by fire tempest flood or such other risks which the Tenant and the Council may hereafter agree; and
(b) to keep the remainder of the Building and the Council's fixtures and fittings therein (if any) insured against loss or damage by fire and such other risks as the Council considers applicable;

and in either case such value (including Architects and Surveyors fees and two years loss of rent and service charge) to be conclusively determined by the Council who shall if requested by the Tenant make available for inspection by the Tenant the policy or a suitable abstract thereof

(3) If the demised premises or the Building or any part thereof is destroyed or damaged by fire tempest flood or other cause against the risk of which it is normal practice to insure to rebuild or reinstate the Building or any part thereof so destroyed or damaged and to lay out with all convenient speed any policy moneys which may be received in respect of such destruction or damage in the rebuilding or reinstatement of the Building or any part thereof which has been so destroyed or damaged PROVIDED ALWAYS that if the Building or any part thereof which has been so destroyed or damaged shall not be rebuilt or reinstated for any reason such policy moneys shall belong to the Council and to the Tenant in the proportion which the values of their respective interest in the demised premises and the Building bear to one another

(4) If the demised premises or any part thereof shall at any time during the demise be destroyed or damaged by fire or other risk against which the Council shall have insured so as to be unfit for use and the insurance shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default of the Tenant his family servants and agents or other the person in whom the term hereby granted shall for the time being be vested the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended either for the period

(a) until the demised premises shall again be rendered fit for use or

(b) until the expiration of such period after the date of such damage or destruction during which the Council shall receive insurance money equivalent to the Rent (whichever of the said periods shall be the shorter)

PROVIDED THAT in no circumstances shall such Rent suspension exceed two years

(5) Subject to Clauses 3(3) and 8 hereof to repair clean improve redecorate and keep in good repair order and condition:

(a) The structure of the Building and in particular the exterior and interior walls for which the Tenant is not liable under Clause 3(3) hereof and the roofs foundations timbers joists beams chimney stacks gutters and rainwater and soil pipes thereof and the external parts of the windows

(b) The sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in and upon the Building and the Estate enjoyed or used by the Tenant in common with the lessees or occupiers of the other dwellings in the Building

(c) the boilers and heating and hot water apparatus (if any) serving the Building save and except heating and hot water apparatus (if any) as may be now or hereafter installed in the demised premises serving exclusively the demised premises and not comprising part of a general heating system serving any other part of the Building

(d) the lifts and lift shafts and machinery (if any) and the passages landings and staircases and other parts of the Building enjoyed or used by the Tenant or available for use by the Tenant in common with others

(e) the boundary walls and fences of and in the curtilage of the Building

(6) Subject always as provided in Clauses 3(3) and 8 hereof so far as reasonably practicable and where such services are provided by the Council and to which the Tenant is liable to contribute by way of Service Charge

(a) to keep clean and reasonably lighted the passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common

with others

(b) to tend keep clean and tidy and generally to maintain the gardens forecourt footpaths and roadways used in connection with the Building and the Estate

(c) to maintain any other improvements or services which the Council may from time to time provide for the benefit of the Building and the Estate and which the Tenant enjoys in common with other occupiers of the Estate PROVIDED ALWAYS that nothing in this sub-clause shall operate to prevent the Council from providing additional improvements facilities and services or reasonably withdrawing or amending any such services or facilities at any time

(7) that the Council will require every person to whom the Council shall hereafter grant a lease for a term of not less than 21 years of any of the dwellings in the Building or any of them so far as reasonably practicable to enter into covenants conditions restrictions and agreements similar to those herein contained or as similar thereto as the circumstances will admit or require

(8) that if so requested by the Tenant the Council will take reasonable steps to enforce any covenants to which Clause 4 hereof applies against any other lessee of any part of the Building whose interest arises by virtue of a Right to Buy Lease subject to the Tenant indemnifying the Council against all costs and expenses in respect of such enforcement and providing for the Council such security in respect of costs and expenses as the Council may reasonably require

8. NOTWITHSTANDING anything herein contained the Council shall not be liable to the Tenant nor shall the Tenant have any claim against the Council in respect of any interruption in any of the services set out in Clause 7(5) and (6) and in the Third Schedule hereto by reason of necessary repair improvement or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Council's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or vandalism or labour disputes (whether or not with the Council) or industrial action or unavoidable shortage of fuel materials water or labour or anything covered by insurance.

9. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever the Rent or any part thereof shall be unpaid for fourteen days after any

of the days hereinbefore appointed for payment thereof whether the same shall have been legally demanded or not or if and whenever the Tenant shall not in all things well and truly observe perform fulfil keep and carry out all and singular the covenants and agreements by the Tenant herein contained (except that in Clause 3(12)) then subject to Clause 5(2)(iii)(g) hereof it shall be lawful for the Council to re-enter into the demised premises or into any part thereof in the name of the whole and the same to have again re-possess and enjoy as in its former estate as if this Lease had not been made and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any breach of any of the Tenant's covenants and agreements herein contained

10. PROVIDED FURTHER and it is hereby agreed and declared as follows:

- (1) Any demand for payment or notice requiring to be made upon or given to the Tenant shall be well and sufficiently made or given if made by an authorised officer of the Council and sent by post addressed to the Tenant at the demised premises or left for the Tenant at the demised premises
- (2) Any notice requiring to be given to the Council (not including their assigns) shall be well and sufficiently given if sent by the Tenant by post addressed to the Deputy Chief Executive Solicitor to the Council at the Town Hall Upper Street London N1 2UD or left for the Deputy Chief Executive at the said Town Hall
- (3) This Lease is granted by the Council as freeholders of the Building and nothing herein contained shall be deemed to affect the powers authorities and rights of the Council as a local authority or as owners of any other property
- (4) In this Lease except where the context does not apply the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa and where there is more than one Tenant all the conditions and obligations entered into by such persons shall be joint and several
- (5) Reference to any statute shall include reference to the same as from time to time amended and to any re-enactment modification or replacement thereof.
- (6) It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount

or value or the aggregate amount or value of the consideration (other than as to rent) exceeds the sum specified in Paragraph 9 of the Particulars.

I N W I T N E S S whereof the Council has caused its Common Seal to be hereunto affixed and the Tenant has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE

Easements rights and privileges included in this demise

1. Free and uninterrupted passage and running of water and soil gas and electricity from and to the demised premises through the sewers drains channels ducts watercourses cables pipes wires and heating systems and television aerials which now are or may at any time during the term hereby created be in on under or pass through the Building or any part thereof
2. Support and protection for the benefit of the demised premises as now enjoyed from the other parts of the Building
3. The right at all reasonable times with or without workmen upon 48 hours notice in writing to enter the adjoining or contiguous dwellings of any other lessee having the benefit of a Right to Buy lease or any lease granted by the Council for a term of 21 years or more either with a similar covenant as herein contained or granted subsequent to the date of this demise in the Building and the parts of the Building used in common by the occupiers thereof for the purpose of executing repairs to or upon the demised premises in performance of the covenants on the part of the Tenant hereinafter contained and so that all such repairs shall be done with despatch and that the Tenant shall make good all damage in carrying out such repairs to the other dwellings and to the said parts used in common
4. Subject to reasonable regulations made by the Council from time to time liberty for the Tenant and all persons authorised by him (in common with all others entitled to the like right) at all times by day or by night on foot only to go pass and repass over and along the main entrance (if any) of the Building and the common passages landings and staircases thereof and to use (if any of the following exist and are necessary for the full enjoyment of the demised premises by the Tenant) the lifts therein the gardens dustbin area and dustbin hoppers forecourts roadways and pathways in the curtilage thereof where applicable edged blue on the Plans PROVIDED nevertheless

that the Tenant shall not cause or authorise or permit the obstruction of any common parts of the Building or authorise the user thereof by tradesmen of the lifts for the carrying of goods

5. The right of way in common with the Council and others having a like right for the Tenant and all persons authorised by the Tenant with or without vehicles over the Estate roads and on foot only over the Estate footpaths

6. The right to such services and facilities in the Building and on the Estate as are at present enjoyed or may hereafter be enjoyed by the Tenant or other occupiers of the Estate in common PROVIDED ALWAYS that nothing in this sub-clause shall operate to prevent the Council from providing additional improvements facilities and services or reasonably withdrawing or amending any such services or facilities at any time

7. The right to enforce the like covenants as are contained herein against the lessee for the time being of any other dwelling in the Building demised by virtue of a Right to Buy Lease or other lease by the Council for 21 years or more

THE SECOND SCHEDULE

Exceptions and Reservations

1. Free passage and running of water and soil in and through the sewers drains and channels made or to be made upon through or under the demised premises and free and uninterrupted use of all gas electric telephone water and other pipes wires cables heating systems television aerials and flues upon through or under the demised premises

2. All rights of light air and other easements and rights (but without prejudice to those expressly hereinbefore granted to the Tenant) now or hereafter belonging to or enjoyed by the Building from or over any adjacent or neighbouring land or building

3. The right to build or rebuild or alter any adjacent or neighbouring land or building now or hereafter belonging to the Council whether in possession or in reversion (and not hereby demised) at any time for any purpose in any manner and to let the same for any purpose whatsoever notwithstanding that access of light and air to the Building may be obstructed or interfered with or any other liberty easements rights or advantage belonging to or enjoyed by the Tenant is thereby diminished or

prejudicially affected

4. The right for the Council and its duly authorised servants or agents with or without workmen and others upon giving forty eight hours prior notice in writing (except in the case of emergency) at all reasonable times to enter the demised premises for the purposes of carrying out its obligations under Clause 7 hereof
5. Support and protection for the benefit of the other parts of the Building as now enjoyed from the demised premises
6. The right for the Council and its duly authorised servants or agents with or without workmen and others upon giving forty eight hours prior notice in writing to instal and maintain in or upon the Building meters and television receiving aerials electric entry systems (if any) or similar apparatus including self-locking doors to the main entrances and passages of the Building or any other facilities and services to be used in common by occupiers of the Building
7. The right from time to time for the Council or its duly authorised officers or agents with or without workmen to provide additional facilities and services to be used in common by occupiers of the Building or to reasonably alter divert stop-up or otherwise interfere with any rights specified in the First Schedule hereto provided that reasonable alternative rights are or will be made available by the Council

THIRD SCHEDULE

Services where provided and Council's expenses and outgoings in connection with such services of which the Tenant is to pay a proportionate part by way of service charge

PART 1 - BUILDING ELEMENT

- | | |
|---|--|
| (a) Repairs, maintenance, improvements and redecorating | (i) Maintaining redecorating and renewing amending and improving cleaning and re-pointing painting graining varnishing whitening or colouring the Building including the drains gutters and external pipes and all parts thereof more particularly described in Clause |
|---|--|

7(5) and (6) hereof Together with any other works necessary in order to keep the Building in good and tenantable repair and condition and to keep any door portorage scheme (if any) in operation

(ii) Periodically inspecting main-
taining overhauling improving
repairing and where nec-
essary replacing the whole
or any part of the heating
and domestic hot water
system (if any) serving the
Building and the lifts
lift shafts and machinery
therein

(iii) Providing and maintaining
those services supplying
gas electricity water and
television aerials etc.

(b) Fuel -

(i) The oil electricity or
other fuel required for the
boiler or boilers supplying
the heating and domestic
hot water system (if any)
serving the Building and
the electric current for
operating the lifts; and

(ii) installing or renewing any
meters for the supply of
heat water or other services

(c) Lighting and decoration
of common areas

Lighting the lifts (if any) and
lighting decorating and providing
suitable floor covering to the
passages landings and staircases
and other common areas of the
Building

(d) Refuse disposal

Running maintaining repairing and
renewing the common refuse disposal
system (if any)

(e) Cleaning and Caretaker
services

The provision of caretaker services
and portorage (if any) relating
solely to the Building and the cost
of cleaning any parts of the Building
used by the Tenant in common with

others not otherwise specifically referred to in this Schedule and keeping in good repair and condition

(f) Rectification of defects and carrying out other works of which estimates have been given

(i) Structural defects of which notice has been served on the Tenant prior to the date hereof pursuant to paragraph 18 of Schedule 6 of the Housing Act 1985 (as amended by Section 4(5) of the Housing and Planning Act 1986).

(ii) Carrying out works of which estimates have been given (if any) with the offer notice served on the Tenant under Section 125 of the Housing Act 1985 so far as such works are not included under any other head hereunder.

(iii) all subsequently discovered structural defects other than those discovered within five years of the period mentioned in Section 125 of the Housing Act 1985 as amended by Section 4(2) of the Housing & Planning Act 1986.

(iv) insurance in respect of such defects which the Council is not by statute precluded from charging the Tenant.

(g) Other services improvements or facilities

Any other services improvements or facilities from time to time provided by the Council for the Building which the Tenant enjoys in common with other occupiers thereof

(h) Improvements

All improvements including improved equipment reasonably deemed by the Council to be necessary or desirable for the Building and/or the demised premises.

PART 2 - ESTATE ELEMENT

- (a) Upkeep of gardens etc. The upkeep of the gardens forecourts roadways and pathways (other than any adopted as public highways).
- (b) Amenity Areas Maintenance of amenity areas including laundry room, drying areas and play areas and the supervision thereof
- (c) Street lighting Providing lighting to the Estate roads and footpaths (other than any adopted as public highways) and the maintenance
- (d) Heating systems The provision and maintenance and renewal of heating systems on the Estate and the cost of the fuel required to provide such heating
- (e) Caretaking services The provision of caretaker services and portorage (if any) and the expense of maintaining redecorating and renewing amending cleaning and painting caretaker accommodation
- (f) Other services improvements or facilities Any other services improvements or facilities provided by the Council from time to time for the Estate which the Tenant enjoys in common with other occupiers
- (g) Improvements All improvements including improved equipment reasonably deemed by the Council to be necessary or desirable for the Estate.

PART 3 - MANAGEMENT ELEMENT

- (a) Collection of rent and Service Charges The administrative and other costs incurred by the Council in the collection of the rents and service charges of the dwellings in the Building (except those let on periodic tenancies)
- (b) Cost of providing annual certificate The administrative and other costs incurred in calculating and providing the annual Certificate and of accounts kept and audits made for the purpose thereof.

