

BOTSFORD AND WILLARD LIMITED

and

BEECHWOOD SPINNEY MANAGEMENT COMPANY LIMITED

L E A S E

of

**The Spinney
Ware Road Hertford in the County of Hertford**

**Breeze & Wyles
114 Fore Street
Hertford Hertfordshire**

T H I S L E A S E is made the ... day of (month and year) B E T W E E N BOTSFORD AND WILLARD LIMITED whose registered office is at 56 Moorgate London EC2 (hereinafter called "the Lessor" which expression shall where the context so admits include the reversioner for the time being immediately expectant upon the term hereby created) of the first part and BEECHWOOD SPINNEY MANAGEMENT COMPANY LIMITED whose registered office is at Upton House Fore Street in the Borough and County of Hertford (hereinafter called "the Management Company") of the second part and SUSAN ANNE WILSON of 9 Chiltern Close Goffs Oak Cheshunt in the County of Hertford

(hereinafter called "the Lessee" which expression shall where the context so admits include his successors in title) of the third part and LUSAN PROPERTIES LIMITED whose registered office is at 35 Eleanor Cross Road Waltham Cross in the County of Hertford (hereinafter called "Lusan") of the fourth part

W H E R E A S :-

1 In this Lease the following definitions shall apply :

(a) "the Land" shall mean the Lessors Estate at and known as The Spinney Ware Road in the Borough and County of Hertford.

(b) "the Building" shall mean the building of which the flat hereby demised forms part.

(c) "the Remaining Properties" shall mean all the buildings and garages and garage spaces on the Land apart from the property hereby demised.

(d) "the demised premises" shall mean the property described in the First Schedule hereto.

2 The Lessor is the owner of the Land and having granted to Lusan licence to carry out building works thereon has agreed to grant the Lease herein to the Lessee on terms that the purchase price is paid in manner hereinafter appearing.

3 Lusan has recently erected or caused to be erected thereon or on some part thereof the Building comprising flats and also a number of garages.

4 The Lessor has previously granted leases of or intends hereafter to grant leases of the Remaining Properties and has in every such lease imposed or intends in every future lease to impose the restrictions and regulations set out in the Sixth Schedule hereto with the intent that every Lessee for the time being of any part of the Remaining Properties shall be able to enforce the observance of the said restrictions and regulations.

5 The Management Company has been formed for the purpose of maintaining managing and administering the Land and has agreed to become a party to this Lease for the purposes hereinafter appearing and the Lessee is or is about to become a registered member of the Management Company.

NOW THIS DEED WITNESSETH as follows:-

1 In pursuance of the said Agreement and in consideration of the sum of £2,500 now paid by the Lessee to the Lessor (the receipt of which sum the Lessor hereby acknowledges) and of £8,000 now paid by the Lessee to Lusan (the receipt of which sum Lusan hereby acknowledge) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Lessor hereby demises unto the Lessee the demised premises together with the easements rights and privileges mentioned in the Second Schedule hereto EXCEPT AND RESERVING out of the demise as mentioned in the Third Schedule hereto TO HOLD the same unto the Lessee from the (date) for the term of 999 years YIELDING AND PAYING therefor during such term the yearly rent of TWENTY EIGHT POUNDS clear of all deductions to be paid in advance on the Twenty fifth of March in each year the first payment to be made on the date hereof and to be in respect of the period from the date hereof until the Twenty fifth March next following.

2 It is hereby decreed and declared:-

(a) That the Lessee and his successors in title shall not be entitled to any right of light or air which would restrict or interfere with the free use of the Land or of the adjoining or neighbouring land or any part thereof for any purpose and nothing contained or referred to herein shall be deemed or construed to imply the grant of any such right.

(b) All walls separating the demised premises from the adjoining premises shall be deemed to be party walls to be maintained and repaired at the joint expense of the Lessee and the owner or occupier for the time being of the adjoining or adjacent premises thereby separated.

(c) In case at any time during the demise any dispute shall arise between the Lessee and any other of the tenants of the Lessor or the owners of any of the Remaining Properties relating to the premises to them respectively demised or the party or other walls fences sewers drains pipes watercourses and other easements rights or appurtenances whatsoever relating or belonging thereto or any repairs thereto or the contributions in respect of the expenses of such repairs as hereinbefore provided or any nuisance or annoyance arising therefrom then and in every such case such dispute (provided the other party thereto shall also have agreed or become bound so to refer the same) shall be referred to the determination and award of the Surveyor for the time being of the Lessor whose determination and award shall be final and binding on the Lessee.

(d) Any notice required to be served hereunder shall be sufficiently served on the Lessee if addressed to the Lessee on the demised premises or forwarded to the Lessee by post or left at the Lessee's last known address or addresses in Great Britain and shall be sufficiently served on the Lessor if forwarded to or left at the Lessor's registered office or last known address in Great Britain A notice sent by post shall be deemed to have been given at the time when in due course of post it would be delivered at the address to which it is sent.

(e) All rights and obligations both of the Lessor and of the Lessee respectively of these presents shall be incidental to the reversion expectant on the determination of this Lease and the leasehold

interest hereby created respectively and shall pass and evolve therewith on any alienation or devolution thereof

(f) In this Deed where the context so admits:-

(i) Words importing the masculine gender only include the feminine gender.

(ii) Words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally and such persons shall be deemed to hold the demised premises on trust for sale as joint tenants with the same full and unrestricted powers pending sale to mortgage lease or otherwise dispose of the demised premises during the lives of such persons and the life of the survivor of them and the period of twenty one years after the death of such survivor as if they were absolute owners thereof.

3 The Lessee for himself and his assigns HEREBY COVENANTS with the Lessor and as a separate covenant with the Management Company that he the Lessee will at all times during the continuance of the said term hereby granted observe and perform the covenants set out in the fourth Schedule hereto.

4 The Lessee hereby covenants with the Lessor and the owners and lessees of the Remaining Properties and each of them and as a separate covenant with the Management Company that he the Lessee will at all times during the continuance of the said term observe and perform the covenants set out in the Fifth Schedule hereto.

5 The Lessee hereby covenants with the Lessor and the owners and lessees of the Remaining Properties and each of them and as a separate covenant with the Management Company that the Lessee will at all times during the continuance of the said term observe the restrictions stipulations and conditions set out in the Sixth Schedule hereto.

6 The Lessor hereby covenants with the Lessee at all times during the continuance of the said term to observe and perform the covenants set out in the Seventh Schedule hereto

7 The Management Company hereby covenants with the Lessee at all times during the continuance of the said term to observe and perform the covenants set out in the Eighth Schedule hereto.

8 PROVIDED ALWAYS that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after the same shall become due whether the same shall have been legally demanded or not or in the event of the non-performance or non-observance of any of the covenants on the part of the Lessee herein contained then and in every such case it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf at any time thereafter to enter into or upon the demised premises or any part thereof in the name of the whole and peaceably to hold and enjoy the same henceforth as if these presents had not been made but

without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained.

9 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 of the consideration (other than rent) exceeds the sum of £15,000

IN WITNESS WHEREOF THE Lessor the Management Company and Lusan Properties Limited have caused their respective Common seals to be hereunto affixed and the Lessee has hereunto placed his hand and seal the day and year first before written

THE FIRST SCHEDULE ABOVE REFERRED TO

All that (flat number) on the Land which is for the purpose of identification only more particularly delineated on the plan annexed hereto and thereon edged red, together with the garage on the ground floor numbered ... shown on the said plan for the purpose of identification only and thereon coloured green. Together also with one half-part in depth of the structure between the floor of the said flat and the ceiling of the flat below it and one half-part in depth of the structure between the ceiling of the demised premises and the floor of the roof space above it.

BUT EXCEPT AND RESERVING the footings and foundations main structural and external walls (except plaster decorative finish window frames and fittings thereto) and the roof of the Building.

THE SECOND SCHEDULE ABOVE REFERRED TO

1 Full right and liberty for the Lessee and all persons authorised by him in common with all other persons entitled to the like right (including the Lessor) at all times by day or by night and for all purposes to go pass and repass along the estate road and on foot only along the footpaths steps and gardens now existing or within eighty years from the date hereof to be constructed on the Land.

2 The free right in common with the Lessor and all persons having or who may hereafter have the like right of passage and running of water, and soil gas and electricity, and services from and to the demised premises through all sewers, drains, watercourse-ways, water-pipes, gas-pipes and electric wires which are now in or under the Land (including the Building) or any part thereof, the Lessee from time to time contributing a due proportion of the expenses of keeping and maintaining the same in a proper state or repair.

3 The right at all reasonable times and upon reasonable notice except in emergency during the hours of daylight to enter upon the Land and the Remaining Properties thereon so far as may be necessary for the purpose of executing repairs thereto making good to the owners tenants or occupiers thereof all damage thereby occasioned.

4 All rights of support and protection now enjoyed by the demised premises from the Building.

5 The right to use the common hall and stairways in the Building subject to not causing the same to be dirtied or obstructed and contributing towards the cost of painting repairing and maintenance of the said common hall and stairways

6 **The right to use the gardens casual parking areas swimming pool squash-court play areas drying rooms and other common facilities and rooms forming part of the Land subject to the contributing towards the cost of its maintenance and to obeying any regulations in respect of it which the Lessor or the Management Company may determine**

THE THIRD SCHEDULE ABOVE REFERRED TO

1 The right at any time hereafter to build or rebuild on any adjoining or neighbouring land of the Lessor according to such plans (whether as to height extent or otherwise) and in such manner as the Lessor or its successors in title shall think fit notwithstanding any interference thereby occasioned as to the access of light or air to the demised premises

2 The right for the Lessor the Management Company and the tenants or occupiers for the time being of the Remaining Properties or any person or persons authorised by them respectively to enter upon the demised premises or any part thereof at all reasonable times for any of the purposes mentioned and subject to the provisions contained in the covenants on the part of the Lessee to permit such entry herebefore contained

3 The free and uninterrupted right of passage and running of water soil gas and electricity and services from and to all parts of the Land and any adjoining or adjacent land of the Lessor and all buildings erected thereon through the sewers drains watercourses ways water pipes gas pipes and electric wires which are now or may hereafter within 80 years from the date hereof be in or under the demised premises or any part thereof

4 All such rights of support and protection to the Building as are at present enjoyed from the demised premises

5 All such rights easements or reputed easements and privileges belonging to or enjoyed by the Remaining Properties and any other buildings now or in the course of erection on the Land or any part thereof

THE FOURTH SCHEDULE ABOVE REFERRED TO

1 To pay the reserved rent on the days and in the manner aforesaid

2 To pay and discharge and indemnify the Lessor against all rates taxes duties charges assessments impositions and outgoings whatsoever (whether Parliamentary Parochial Local or of any other description) which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the demised premises by the owner or occupier in respect thereof

3 At the expiration or sooner determination of the term quietly to yield up the demised premises painted repaired upheld supported cleansed maintained amended and kept in accordance with the covenants on the part of the Lessee hereinafter contained unto the Lessor together with all figures of every kind in or upon the demised premises or which during the term may be affixed or fastened to or upon the same or any new building except tenants' fixtures.

4 To pay to the Lessor all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor for the purpose or in contemplation of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 requiring the Lessee to remedy a breach of any of the covenants herein contained notwithstanding that forfeiture for such breach shall be avoided otherwise than by relief granted by the Court.

5 Within twenty one days next after any absolute transfer, assignment, underlease, mortgage-charge release, discharge of mortgage or devolution of this interest under this present Lease of the demised premises to give notice thereof in writing and of the name and address of the transferee, assignee, underlessee, chargee, mortgagee or other person or persons in whom the said interest is thereby vested to the Lessor's Solicitors and to leave such Assignment Mortgage Charge disposition or instrument of devolution with the Solicitors of the Lessor for the purpose of registration, and to pay to them at the same time a fee of three pounds fifteen pence for registration of same.

6 On completion of the development of the Land, or earlier if the Lessor so directs, to take up and pay for a one pound ordinary share in the Management Company and on any transfer assignment or devolution of his interest under this lease to transfer such shares to the person or persons in whom the said interest is vested.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1 To execute and do at the expense of the Lessee all such works and things whatever as may now or at anytime during the said 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 by the owner or occupier thereof.

2 To obtain all licences, permissions and consents, and execute and do all works and things, and bear and pay all expense 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 during the said term, and to pay the reasonable fees, costs and charges of the solicitor, and of the Surveyor for the time being of the Lessor in relation to any planning, inspection or approval or other wise in connection therewith, and to keep the Lessor indemnified in respect of any breach or non-connection observance thereof.

3 From time to time and at all times during the said term well and substantially to repair, uphold, support, cleanse, maintain, drain, amend and keep the demised premises and all new buildings which may at any time during the said term be erected thereon, or any part thereof, and all additions made to the demised premises and all walls, wires, sewers, drains and appurtenances thereof with all necessary reparations, cleansing and amendments whatsoever.

4 Without prejudice to the generality of the foregoing covenant, once in every seventh year of the said term to paint all the interior of the demised premises and all additions thereto, and replacements thereof usual or proper to be painted with two coats of good quality paint suitable for the respective purpose in a proper and workmanlike manner, and also at such times as last the aforesaid to grain and varnish, whitewash, colour and paper such parts of the interior thereof as are usually so treated.

5 To permit the Lessor and its Agents and others at all reasonable times during the said term, with or without workmen, to enter upon the demised premises and examine the state of repair and condition thereof, and to take schedules and inventories of the fixtures and other things to be yielded up at the expiration of the said term, and also to repair and make good all defects and wants of reparation which shall be discovered on any such examination, and of which notice in writing shall be given by the Lessor to the Lessee within one calendar month after the giving of such notice.

6 If the Lessee shall make default in any of the covenants hereinbefore contained for or relating to the repair of the demised premises or any part thereof it shall be lawful for the Lessor (but without prejudice to the right of entry hereinafter contained) to enter upon the demised premises and repair the same at the cost and expense of the Lessee, in accordance with the covenants and provisions of these presents, and the costs and expenses of such repairs shall be repaid by the Lessee to the Lessor on demand.

7 Not to do or permit or suffer to be done any act or thing which may render void or voidable any policy or policies of insurance effected by the Lessor or Management Company hereunder or may cause an increased premium to be payable in respect thereof.

8 From time to time and at all times during the term to observe and perform the restrictions and stipulations set forth in the Sixth Schedule hereto and any other regulation imposed by the Lessor or the Management Company from time to time for the mutual benefit of the Lessees or occupiers of the Land.

9 That no act or things which shall or may be or become a nuisance, damage, annoyance, danger or inconvenience to the Lessor or the Lessees, or occupiers of the Remaining Properties or the adjoining premises of the Lessor, or any of the adjoining or neighbouring property of the neighbourhood shall be done upon the demised premises or any part thereof

10 Not to use the demised premises nor permit the same to be used for any purpose whatsoever other than as a single private flat and garage (if any) nor for any illegal or immoral purpose

11 Not without the consent in writing of the Lessor (such consent not to be unreasonably withheld in the case of a non structural alteration or erection) to erect or place any additional structure or erection on the demised premises nor to cut maim or remove the main walls or timbers of the demised premises unless for the purpose of supplying and making good any defect therein which shall be supplied and made good accordingly nor to make any other structural alterations or additions to the demised premises without the prior written consent of the Lessor to

the plans and specifications thereof, and payment of the reasonable fee to the Lessor or the Lessor's surveyor for each such approval, and in case at any time during the term there shall be occasion to rebuild the demised premises or any part thereof, whether by reason of destruction by fire or through decay or from any other cause, the same shall be rebuilt according to such plans and elevation as shall be previously approved of in writing by the Lessor and not otherwise.

12 To permit the Lessor the Management Company and the other Lessees the occupiers of the Remaining Properties and their respective agents and workmen at any time or times during the said term at reasonable hours and upon reasonable notice except in an emergency in the daylight to enter upon the demised premises for the purpose of executing works repairs or alterations to or upon the Remaining Properties or the demised premises making good to the Lessee all damage thereby occasioned but without making any compensation for temporary damage or inconvenience

13 To permit the Lessor the Management Company and the other Lessees the occupiers for the time being of the Remaining Properties and any person or persons authorised by them respectively in that behalf at any time or times during the said term, at reasonable hours and upon reasonable notice (except in an emergency), in the daylight to enter upon the demised premises for the purpose of cleaning windows, constructing, laying down, altering, repairing, cleansing, emptying or maintaining any sewers, watercourses, gutters, drains, water pipes, electric wires or gas pipes in, on, over or under the demised premises, doing as little damage as possible, and making good any damage caused, but without making any compensation for any temporary damage or inconvenience.

14 **Except in so far as it is included in the Service Charge hereinafter defined, to pay to the Management Company the proportionate part of the premium for insuring the demised premises and such parts of the Building as shall be available for use by the Lessee in common with the Lessees of the other flats therein against loss, or damage by fire, and such other risks as the Management Company shall deem desirable or expedient Such agent as the Management Company from time to time may appoint shall determine conclusively the proportion of such premium or premiums to be paid by the Lessee hereunder and the value of the demised premises for the purposes of such insurance**

15 **From time to time and at all times during the said term to pay and contribute to the Management Company a sum equal to one thirty sixth part of the costs outgoings and expenses incurred by the Management Company in making the payments and providing the services set out in the Eighth Schedule hereto together with a further ten per cent of such sum (or whatever other percentage is determined by the Management Company) to cover the cost of collection and management (such total amount due hereunder being hereinafter called "the Service Charge".)**
The Service Charge shall be paid in the following manner:-

(a) Prior to the thirty first of July in each year the Management Company, its surveyor or managing agent shall produce an estimate of the Service Charge for the year from the preceding thirtieth day of April to the next succeeding thirtieth day of April, save that for the three years up to the thirtieth day of April 1976 such estimate may be taken as forty eight pounds for the full year in place of the said estimate of the Service Charge if the Management Company at its discretion so decides, and on the signing hereof the Lessee

shall pay to the Management Company a due proportion of such sum calculated from the date hereof to the thirtieth day of April next.

- (b) **Unless the estimate has been taken as forty eight pounds as aforesaid, the Service Charge shall be certified as soon as practicable after the thirtieth day of April in each year by the Management Company, its surveyor or managing agent, whose account shall be final and binding on the Lessee, and in the next demand for an instalment of the Service Charge the Lessee shall be debited with or receive credit for an amount by which the estimate shall fall short of or exceed as the case may be the Service Charge or a proper proportion in the case of the year up to the thirtieth day of April next.**
- (c) The Lessee shall pay to the Management Company the Service Charge certified as hereinbefore mentioned by yearly instalments in advance without any deduction within seven days of the issue of such certificate in each year

THE SIXTH SCHEDULE ABOVE REFERRED TO

- 1 **Not to use the demised premises nor to permit the same to be used for any purpose whatsoever other than as a private residential flat in the occupation of one family.**
- 2 **Not to throw dirt rubbish rags or other refuse or litter or permit the same to be thrown into the waste or soil pipes in the demised premises.**
- 3 **Not to allow any musical instrument radio television record player or loud speaker to be used on the premises, nor singing, nor dancing to be practised so as to cause annoyance to the neighbouring owners or occupiers.**
- 4 **Not to allow any sign board or placard on the demised premises so as to be visible from the outside apart from a sale or letting board.**
- 5 **Not to obstruct the common passageways of the Building or the pathways or driveways on the Land.**
- 6 **Not to permit the garage space or garage to be used other than for the garaging of one motor vehicle.**
- 7 **Not to hang clothes or other similar items either on the balcony or windows of the demised premises or so as to be visible from the outside thereof or on the Land or in any part of the Building except in such drying rooms as are provided.**
- 8 **Not to allow any animals birds or pets to be kept or be on the demised premises or on the Land without the prior written consent of the Management Company.**
- 9 **Not to allow any television or other aerials to be erected on the demised premises so as to be visible from the outside.**

THE SEVENTH SCHEDULE ABOVE REFERRED TO

- 1 To grant a Lease in a form similar to these presents to the Lessees of the Remaining Properties.
- 2 That the Lessee paying the rent hereby reserved and performing and observing the covenants hereinbefore contained shall peaceably hold and enjoy the demised premises for the term hereby granted, without any interruption by the Lessor or any person rightfully claiming through, under, or in trust for the Lessor.
- 3 At the request of the Lessee to enforce the covenants entered into by the respective Lessees of the Remaining Properties (insofar as such enforcement cannot be carried out by the Lessee himself), subject to the Lessee paying and indemnifying the Lessor in respect of all costs and expenses involved, and before the Lessor commences any enforcement, providing such security in respect of such costs and expenses as the Lessor may reasonably require.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

- 1 To discharge all rates, taxes and outgoings assessed or imposed upon the land leased to it.
- 2 To keep in good repair and condition and in a neat clean and tidy state, and where appropriate properly lighted, all parts of the land leased to it, including the common parts of the buildings thereon, the pathways, gardens, driveways and stairways, the pipes, wires, ways, gulleys, drains and services, the main structural walls, roofs, footings and foundations, and any other items or parts which it shall determine constitutes common benefit to the occupiers of the land.
- 3 Unless such insurance shall be vitiated by any act or default of the Lessee or the occupier of the demised premises or the Building, to keep the demised premises and the Building insured in its full value against loss or damage by fire, and such other risks as it may think fit, in some insurance office of repute, and whenever required by and at the cost of the Lessee to produce evidence of the existence of such Policy and payment of the current premium therefor.
- 4 To lay out any money received under such insurance aforesaid as soon as is reasonably practical in repairing or rebuilding the demised premises in the event of their being damaged or destroyed by fire.
- 5 To paint when necessary all external wood, iron work, stucco or other outside parts of the demised premises and the Remaining Properties which are usually painted and decorated.
- 6 To pay all costs, charges and expenses relating to the management of the estate and the employment of such person or persons as it shall deem necessary, including the salary and employer's insurance or other contributions in respect of all agents, servants or workmen employed by the Management Company in connection with the performance and observance of any of the covenants on its part herein contained

7 To provide such other services or discontinue such existing services which the Management Company may consider to be reasonable

THE COMMON SEAL of BOTSFORD)
AND WILLARD LIMITED was hereunto)
affixed in the presence of :)

Director

Secretary

THE COMMON SEAL of BEECHWOOD)
SPINNEY MANAGEMENT COMPANY)
LIMITED was hereunto affixed)
In the presence of

Director

Secretary

THE COMMON SEAL of LUSAN PROPERTIES)
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