Dated this 16th day of August 1988

**IDEAL HOMES LONDON LIMITED**

and

**CHURCH MEWS MANAGEMENT COMPANY (MITCHAM) LTD**

and

[redacted]

# LEASE

of

No. [redacted] Noble Court,
261 Church Road,
Mitcham, Surrey
(Plot [redacted])

**H.M. LAND REGISTRY**
LEASEHOLD TITLE REGISTERED
TITLE NUMBER SGL523096

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**Names and addresses of subscribers**

[redacted]

[redacted]

[redacted]

Dated this 27th day of May, 1988.

Witness to the above Signatures:-

[redacted]

Conveyancer

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A:310

**H.M. LAND REGISTRY**

**LAND REGISTRATION ACTS 1925 to 1971**

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|---|---|
| **GREATER LONDON** | London Borough of Merton |
| **TITLE NUMBER** | SGL457409 |
| **PROPERTY** | Land at Church Road Mitcham |
| **PREMISES DEMISED** | No. [redacted] Noble Court 261 Church Road Mitcham |

THIS LEASE is made the Sixteenth day of August One thousand nine hundred and eighty eight BETWEEN IDEAL HOMES LONDON LIMITED whose registered office is situate at West Lodge Station Approach West Byfleet Surrey (hereinafter called "the Lessor" which expression where the context so admits includes the estate owner or estate owners for the time being of the reversion of the premises hereby demised expectant upon the term hereby granted) of the first part CHURCH MEWS MANAGEMENT COMPANY (MITCHAM) LIMITED whose registered office is situate at 681 Mitcham Road Croydon Surrey (hereinafter called "the Management Company") of the second part and [redacted] of [redacted] Ewell Surrey (hereinafter called "the Lessee" which expression where the context so admits includes the Lessee's successors in title) of the third part

NOW THIS LEASE made in consideration of the sum of [redacted] ) paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents hereby reserved and of the covenants hereinafter contained and on the part of the Lessee to be respectively paid observed and performed WITNESSETH as follows:-

1. THE Lessor hereby demises unto the Lessee FIRST ALL THAT flat (hereinafter called "the Demised Flat") known or intended to be known as Number[redacted] Noble Court 261 Church Road Mitcham Surrey being the ground floor flat shown edged red on the plan annexed hereto including in the Demised Flat (i) the floors of the Demised Flat which said floors include the joists which form part of the said floors (ii) the ceilings of the Demised Flat which said ceilings exclude the joists situate above the plasterboarding parts of the said ceilings (iii) the whole of all walls situate within the Demised Flat and which separate the rooms thereof (iv) the plasterboard interior parts of the external walls of the Demised Flat

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which said external walls comprise all walls which separate the Demised Flat from any other flats and from the hall stairwell and landings of the building of which the Demised Flat forms part (hereinafter called "the Building") and of those external walls of the Demised Flat which are also external walls of the Building (v) all windows and window frames in the Demised Flat all doors and door frames in all and any of the said external walls of the Demised Flat (but excluding all other parts of the said external walls of the Demised Flat) BUT EXCLUDING from this demise the soil and all air spaces and all parts of the Building situate either above or beneath the Demised Flat as the case may be AND SECONDLY ALL THAT the parking space shown edged blue on the said plan TOGETHER with the following rights for the Lessee in common with the Lessor and the Management Company and all others thereto entitled

(a) the right at all times and for all purposes connected with the use of the premises hereby demised (hereinafter called "the Demised Premises") as a private dwelling to pass and repass with or without vehicles over and along the road and footpaths which are intended to become public highways and which form part of the Estate (which expression "the Estate" shall in this Lease mean the land now or formerly comprised in the Title above mentioned)

(b) the right at all times and for all purposes connected with the use of the Demised Premises as a private dwelling to pass and repass with or without vehicles over and along the drives and forecourts comprised in the Estate

(c) the right to pass and repass on foot only at all times and for all purposes connected with the use of the Demised Flat as a private dwelling over along and through the footpaths constructed on the Estate and the hall stair-well and landings comprised in the Building

(d) the right of passage of water soil gas electricity and other services from and to the Demised Premises through all sewers drains gutters gas electricity water telephone and other pipes lines wires cables cisterns and mains now or within Eighty years from the 1st day of January 1988 in on under or over the adjoining and neighbouring land forming part of the Estate

(e) the right to deposit refuse in closed receptacles only in the refuse store shown on the said plan and coloured green

(f) the right (in common as aforesaid which includes in common with the lessees or occupiers from time to time of any part of the Estate and all persons so authorised by any of the aforesaid lessees or occupiers) to use the gardens and grounds comprised in the Estate and intended for use by the lessees or occupiers of the Building subject to such reasonable rules for the enjoyment thereof as the Management Company may from time to time prescribe

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(g) the right to enter upon adjoining parts of the Estate at reasonable times when necessary for purposes of inspecting cleaning repairing and maintaining the Demised Premises the Lessee making good all damage thereby occasioned

(h) the rights of support to and protection of the Demised Premises from adjoining premises

(i) the right to keep in situ in the meter cabinet in the hall of the Building such gas electricity and other meters as are necessary from time to time to serve the Demised Flat

(j) the right to use for purposes of television and radio reception only any communal television aerial and cable and other ancillary apparatus which the Lessor may install in or on the Building

(k) all necessary rights over adjoining parts of the Estate in respect of eaves gutters rainwater pipes wires and other parts of or appendages to the Demised Premises and the footings and ancillary parts of the Demised Premises which overhang or extend into or under any adjoining parts of the Estate

(l) the right to park at any one time in not more than one of the parking spaces shown and marked "V" on the said plan a private motor vehicle but not a commercial vehicle caravan boat or trailer

EXCEPTING AND RESERVING the following rights unto the Lessor and where the context so admits unto the Management Company and the lessees and occupiers from time to time of other parts of the Estate not hereby demised and any local or statutory Authority or Body concerned herewith and all or any persons or bodies nominated or authorised by any of the foregoing:-

(i) the right of passage of water soil gas electricity and other services from and to all and any parts of the Estate not hereby demised through all sewers drains gutters gas electricity water telephone and other pipes lines wires cables cisterns and mains now or within Eighty years from the 1st day of January 1988 in on under or over the Demised Premises and all parts thereof

(ii) the right to enter upon the Demised Premises and all parts thereof for the purposes of laying inspecting repairing maintaining renewing and making connections to any sewers drains gutters gas electricity water telephone and other pipes lines wires cables cisterns and mains the person or persons from time to time exercising such right making good all damage thereby occasioned

(iii) the right to enter upon the Demised Premises and all parts thereof at reasonable times when necessary for purposes of inspecting cleaning repairing maintaining decorating and re-decorating all parts of the Building not hereby demised and

all and any other buildings and any appendages to any such building on any part or parts of the Estate not hereby demised the person or persons from

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time to time exercising such right making good all damage thereby occasioned

(iv) the rights of support to and protection of all parts of the Building and of the said other buildings as at present enjoyed from the Demised Premises

(v) all necessary rights over the Demised Premises in respect of eaves gutters rainwater pipes wires and other parts of or appendages to the Building and of the said other buildings and the footings and ancillary parts of the Building and of the said other buildings situate on any part or parts of the Estate not hereby demised and which overhang or extend over into or under the Demised Premises

(vi) the rights with or without workmen tools appliances machinery apparatus and materials to enter upon the Demised Premises for the purpose of complying with any requirement of the Local Planning Authority or the Local Drainage Authority or the relevant Highway Authority or to demolish dismantle alter reposition or remove the whole or any part or parts of any buildings erections constructions or any extension of any thereof or any extension of the whole or any part of any building now situate on any part of the Demised Premises or any trade or business items or any items in relation to all or any of which there shall have occurred any breach of any covenant by the Lessee herein contained which shall not have been previously unconditionally waived in writing by the Lessor the person or persons from time to time exercising such right making good all damage thereby occasioned.

(vii) the right for the Lessor only with or without workmen tools appliances machinery apparatus and materials from time to time during the period of one year from the date hereof on not less than fourteen days previous notice in writing to enter upon the Demised Premises for the purpose of carrying out on any adjoining or adjacent land or buildings any building works including works of insulation of buildings

(viii) the right at any time hereafter to rebuild extend or alter the Building and any other buildings in accordance with such plans and in such manner as shall be approved by the Lessor notwithstanding any interference thereby occasioned to the access of light or air to the Demised Premises or any part or parts thereof

TO HOLD the Demised Premises unto the Lessee from the First day of January One thousand nine hundred and eighty eight for the term of NINE HUNDRED AND NNINETY NINE YEARS YIELDING AND PAYING therefor yearly during the said term hereby granted FIRST the yearly rent of FORTY POUNDS for the first Thirty years of the said term the yearly rent of EIGHTY POUNDS for the next Thirty years of the said term and the yearly rent of ONE HUNDRED AND TWENTY POUNDS for the remainder of the said term all the said rents to be paid without any deduction by equal half-yearly payments on the Thirtieth day of June

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and the Thirty-first day of December in every year (each said day being hereinafter referred to as a "rent day") the first proportionate payment calculated from the date hereof to be made on the rent day next following the date hereof AND SECONDLY a yearly sum equal to One fortieth of the sum or sums which the Lessor shall pay from time to time by way of premium or premiums for effecting all such insurance of buildings and otherwise as is referred to in the covenant on the part of the Lessor in that behalf hereinafter contained the said yearly sum to be paid on the rent day next following the date of payment of such premium or premiums

2. THE Lessee hereby covenants with the Lessor:-

(A) To pay the rents hereby reserved at the times 'and in manner aforesaid without any deduction

(B) To pay and discharge all rates taxes duties assessments charges and outgoings whatsoever whether parliamentary parochial or of any other description which now are or during the term hereby granted shall be imposed or charged on the Demised Premises or any part thereof or upon the Lessor or the Lessee or occupier in respect thereof

(C) To comply forthwith at the Lessee's own expense with any statutory notice or requirement served or made by any local or planning or public authority upon either the Lessor or the Lessee with respect to the Demised Premises or any part thereof And to keep the Lessor fully and effectually indemnified against all proceedings costs expenses claims and demands in respect thereof And in particular but without prejudice to the obligation of compliance by the Lessee to pay all costs charges and expenses incurred from time to time during the said term by the Lessor in abating all and any nuisances and complying with any such notice or requirement as aforesaid

(D) In the fifth year after completion of construction of the Building and in every fifth year of the said term thereafter and in the last year thereof to stain paint or otherwise decorate as appropriate in a proper and workmanlike manner all external parts of the Demised Premises and all additions thereto of which such treatment is necessary or appropriate provided that the due performance by the Management Company of the covenant on its part contained in Clause 4 hereof shall be accepted by the Lessor as equivalent to due performance by the Lessee of his obligations under this present covenant

(E) Once in every seventh year of the said term and also during the last year thereof to paint or paper all parts of the Demised Premises and all additions thereto usually or which ought properly to be painted or papered with not less than two good coats of good quality paint or with good quality paper in a proper and workmanlike manner

(F) From time to time and at all times during the said term well and substantially to repair reinstate uphold support cleanse maintain drain

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amend and keep the Demised Premises and all new buildings which may at any time during the said term be erected thereon and all additions made to the Demised Premises and the fixtures therein and both sides of all glass in all doors and windows in the external walls of the Demised Flat and all walls sewers drains gutters gas electricity water telephone and other pipes lines wires cables cisterns mains water tanks and appurtenances thereof in good and substantial repair condition and appearance with all necessary reparations cleansings and amendments whatsoever

(G) At all times during the said term to pay and contribute a fair proportion (which proportion shall be determined by the Lessor) of the costs and expenses of repairing maintaining supporting rebuilding relaying and cleansing all sewers drains manholes and gas electricity water telephone and other pipes lines wires cables and mains now or hereafter during the said term situate in on or under the Estate and which connect either directly or indirectly to the Demised Premises or any part thereof

(H) At the expiration or sooner determination of the said term quietly to yield up unto the Lessor all the Demised Premises together with all additions and improvements made thereto in the meantime and all fixtures of every kind in or upon the Demised Premises and which during the said term may be affixed or fastened to or upon the same (except tenant's fixtures) properly painted papered repaired upheld cleansed maintained drained amended and kept as aforesaid

(I) To permit the Lessor and the Management Company and their respective agents at all reasonable times during the said term with or without workmen and others to enter the Demised Premises for the purpose of examining the state of repair and condition thereof and during the last seven years of the said term for taking schedules or 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 have been given by the Lessor to the Lessee and which shall not have been remedied within three calendar months after the giving of such notice

(J) To permit the Lessor and the Management Company and their respective agents with or without workmen and others to enter the Demised

Premises for the purpose of repairing the Demised Premises if the Lessee shall have made default in any of the covenants herein contained on his part relating to the repair of the Demised Premises and the Lessee shall on demand pay to the Lessor or the Management Company as the case may be the expenses of and incidental to all or any such repairs

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(K) To permit the Lessor the Management Company and the tenants or occupiers of any premises adjoining or adjacent to the Demised Premises and their respective agents or workmen at any time or times during the said term at all reasonable hours in the daytime or at any time in case of emergency to enter upon the Demised Premises for the purpose of cleansing decorating redecorating and for executing repairs or alterations of or upon such adjoining premises making good all damage thereby occasioned but without being liable to make any compensation for temporary damage or inconvenience

(L) To permit the Lessor the Management Company and the tenants or occupiers for the time being of the premises adjoining or adjacent to the Demised Premises or any person or persons authorised by them respectively in that behalf to enter upon the Demised Premises for the purpose of altering repairing inspecting relaying supplementing removing cleansing emptying or maintaining any sewers drains gutters gas electricity water telephone and other pipes lines wires cables cisterns and mains doing as little damage as may be to the Demised Premises and making good any damage thereby occasioned but without being liable to make any compensation for any temporary damage or inconvenience

(M) Not at any time during the said term to erect or place any additional wall building or erection on any part of the Demised Premises nor to make any alteration in the plan or elevation of the Demised Premises or any part thereof or in any party walls or timbers thereof unless the Lessor shall have given licence in writing and the Lessee shall pay any fee reasonably required therefor by the Lessor and shall comply with any conditions subject to which the Lessor in its absolute discretion may grant such licence.

(N) Not to carry on or suffer to be carried on in or upon the Demised Premises or any part thereof any profession trade manufacture or business of any description but to keep and use the Demised Flat as a private dwelling and the said parking space for the parking of private motor vehicles only and for no other purpose

(O) Not to do or permit any waste spoil injury damage or destruction to or upon the Demised Premises or any part or parts of the gardens and grounds comprised in the Estate nor to do or permit thereon any act or thing which shall or may be or become illegal or immoral or a nuisance annoyance detriment or inconvenience to the Lessor or the tenants or occupiers of the Estate or to the neighbourhood or which may reduce the value of any other premises comprised in the Estate

(P) Within twenty-one days after any transfer assignment mortgage underlease or devolution of the Demised Premises or any part thereof to give notice in writing to the Lessor of such transfer assignment

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mortgage underlease or devolution and of the name and address of the transferee assignee mortgagee or other person or persons in whom any interest in the Demised Premises is thereby vested and to pay to the Lessor a fee of Ten Pounds in respect of each such notice

(Q) To pay to the Lessor all expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(R) To pay all costs charges and expenses (including solicitors' Counsel's and surveyors' costs charges and fees) reasonably incurred in 'connection with any application for any consent under this Lease

(S) To observe and perform all covenants conditions restrictions and stipulations to which the Lessor's title is subject so far as the same are still subsisting and relate to the Demised Premises and to indemnify the Lessor against all costs claims demands or expenses arising out of all and any future breach or non observance thereof

3. THE Lessee hereby covenants with the Lessor and as a separate covenant with the Management Company at all times during the said term to observe and perform the stipulations and restrictions set out in the Schedule hereto

4. THE Management Company hereby covenants with the Lessor and as a separate covenant with the Lessee to do and perform the following:-

(A) In the fifth year after completion of construction of the Building and in every fifth year of the said term thereafter and in the last year thereof to stain paint or otherwise decorate as appropriate in a proper and workmanlike manner all external parts of the Building and all additions thereto and of the said refuse store of which such treatment is necessary or appropriate AND at the aforesaid times to stain paint or otherwise decorate as appropriate in a proper and workmanlike manner all parts of the Building of which such treatment is necessary or appropriate including (i) the stair wells and all staircases or steps hand rails banisters and landings therein (ii) the entrance halls (except any hall within any flat) (iii) the entrance doors and (iv) the outside of the front door of each flat and the like side of the frame to each of such doors

(B) At all times during the said term to keep insured the Lessor and the Lessee against legal liability related to all third party claims usually insured against under public liability insurance in respect of bodily injury illness disease and loss of or damage to material property resulting from the use by any person or persons of the whole or any part of the Estate over which rights have been or shall be granted by virtue of any lease of any flat comprised in the Estate

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other than such parts thereof as shall from time to time be the subject of leases

(C) From time to time and at all times during the said term well and substantially to repair reinstate uphold support cleanse illuminate maintain amend drain and keep in good and substantial repair condition and appearance with all necessary reparations cleansings and amendments whatsoever such parts of the Building and all additions which may be made thereto during the said term and the fixtures thereof or in any such additions (including the roofs roof spaces roof joists communal television aerials and cables eaves fascia boards barge boards gutters rainwater pipes foundations sewers drains gas electricity water telephone and other pipes lines wires cables and mains meters stairwells and all staircases or steps hand rails banisters and landings therein halls doors walls and structural parts of any thereof) as are not comprised in leases

(D) Well and substantially to keep the said gardens and grounds properly maintained tended mown and planted with suitable trees bushes shrubs and plants and to keep all trees bushes and shrubs now or hereafter thereon properly pruned and whenever necessary to lop top or fell any such tree or bush which shall from time to time require any such attention and to replace any such tree or bush which shall die or be felled and to keep properly repaired maintained swept and free from litter and all other refuse the vehicular and any other accessways the forecourts and footpaths and any walls fences and kerbs now situate or which at any time or times during the said term shall become situate built made or laid on or in the said gardens and grounds and well and substantially to repair reinstate replace maintain cleanse and keep in good and substantial repair and condition all sewers manholes drains and gas electricity water telephone and other pipes lines wires cables and mains which are now situate or which at any time or times during the said term shall become situate built made or laid in on or under the Estate and which serve the Building

(E) To pay and discharge all rates taxes duties assessments charges and outgoings whatsoever whether parliamentary parochial or of any other description which now are or during the said term shall be imposed or charged on the whole or any part or parts of the Building other than any dwelling

PROVIDED ALWAYS that if the Management Company shall at any time make default in the performance of any of the covenants on its part contained in this Lease and if the Lessor (without prejudice to any other right or remedy of the Lessor against the Management Company or the Lessee or any other person) shall perform all or any of the covenants on the part of the Management Company contained in this Lease then in every such case the

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expense thereby. incurred by the Lessor shall be paid to the Lessor by the Management Company

5. THE Lessee hereby covenants with the Lessor that if at any time during the said term any expense shall be incurred by the Lessor under or by virtue of the last preceding clause hereof and shall not be repaid to the Lessor by the Management Company the Lessee will on demand pay to the Lessor One fortieth of the aggregate amount of such expense but without prejudice to any right of recovery contribution or indemnity from the Management Company

6 THE Lessee hereby covenants with the Management Company and as a separate covenant with the Lessor that the Lessee will pay to the Management Company on the 31st day of March in every year hereafter of the said term a sum equal to One fortieth of the aggregate of (i) the amount expended by the Management Company to the then last previous 31st day of December and the amount then estimated by the Management Company to be reasonably required to be expended by the Management Company during the then current year from the said 31st day of December and the amount of any reserve fund then estimated by the Management Company to be reasonably required by the Management Company all in connection with the performance and observance of the obligations of the Management Company under this Lease and under the leases to which the Management Company is or shall be a party of the other flats in the Estate and (ii) the remuneration of any employees of the Management Company and the rent postage administrative office and other expenses and the audit fees all incidental to the operation management and running of the Management Company and all incurred by the Management Company during the then last previous year ended on the said 31st day of December in respect of the performance and observance as aforesaid of the said obligations of the Management Company And it is hereby agreed and declared that on any default by the Lessee in the payment when due of the whole or any part of any sum payable by the Lessee to the Management Company under this clause the Lessor shall be entitled to distrain for such payment and to re-enter and repossess the Demised Premises And it is hereby acknowledged that on account and in respect of the sums of money which shall become due from and payable by the Lessee under this Clause the Lessee has at the date hereof paid to the Management Company the sum of One Hundred and Fifty Pounds

7. THE Lessee hereby covenants with the Lessor and as a separate covenant with the Management Company (a) that the Lessee will not during the said term assign sub-let or part with the possession of the whole or any part or parts of the Demised Premises (but this covenant shall not prevent the assignment of the whole of the Demised Premises to a person who has become or applied to become a member of the Management Company nor shall this covenant prevent the Lessee from mortgaging or charging the whole

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of the Demised Premises) and (b) that if the Lessor or the Management Company shall so require the Lessee will cause such assignee at his own expense to enter into a direct covenant with the Lessor and the Management Company and each of them to perform the covenants on the part of the Lessee contained in this Lease including this present covenant

8. THE Lessor hereby covenants with the Lessee:-

(A) At all times during the said term to keep all buildings structures and erections comprised in the Estate insured against loss or damage by fire and other perils in a sum which in the opinion of the Lessor represents the full reinstatement value thereof plus Architects' Surveyors' and Civil Engineers' fees on such full value at the current scales for the time being of the Royal Institute of British Architects the Royal Institution of Chartered Surveyors and the Institution of Civil Engineers legal and other professional fees and the costs of and expenses related to works of demolition and of removal of debris And also to insure against such other risks for such amounts as the Lessor may from time to time in its absolute discretion think fit and to make all payments necessary to keep such insurance in force within seven days after the same shall become payable and to produce to the Lessee once a year on demand the policy or policies of such insurance or (in the discretion of the Lessor) other evidence thereof and the receipt for or other evidence of every such payment

(B) Whenever any part of the Building or of any part of the Demised Premises not comprised within the Building shall be destroyed or damaged to rebuild reinstate or repair the same And it is hereby agreed that any moneys received in respect of such insurance shall be applied so far as the same shall extend in so rebuilding reinstating or repairing in accordance with the then existing bye-laws regulations and planning or development schemes of any competent authority then affecting the same and if the moneys received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding reinstatement or repairing of the Demised Premises or the Building then to make up any deficiency out of the Lessor's own money

(C) That the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Demised Premises during the said term without interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under or in trust for the Lessor

(D) That if so required by the Lessee and subject as hereinafter provided the Lessor will exercise the Lessor's remedies or enforce the covenants similar to those herein contained entered into or to be entered into by the lessees of the other flats in the Estate the breach whereof

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adversely affects the Demised Premises or any part thereof subject to the Lessee's indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of all costs and expenses as the Lessor may require

(E) That the leases of the other flats in the Estate shall contain lessee's covenants of similar purport so far as circumstances permit in relation to the premises thereby demised to the purport of the covenants on the part of the Lessee set out in this Lease in relation to the Demised Premises

(F) To construct to the satisfaction of the Highway Authority the estate road and the footpaths adjoining the same and to maintain such road and footpaths in repair until adoption and to indemnify the Lessee against all road charges costs and expenses in respect thereof

(G) To repair restore and maintain every flat forming part of the Building in respect of which at the date of this Lease a lease has not been granted and to keep repaired restored and maintained each such flat until a lease thereof shall have been granted

IT IS HEREBY AGREED AND DECLARED that:-

(A) If at any time during the said term any dispute shall arise between the Lessee and any other of the tenants of the Lessor relating to the Demised Premises or any other part or parts of the Estate or any nuisance or annoyance occasioned thereon or 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 surveyor for the time being of the Lessor whose determination and award shall be final and binding on the Lessee

(B) If any rent or other moneys reserved or made payable under this Lease shall be in arrear for twenty-one days after the same shall have become due whether the same shall have been legally demanded or not or in the event of any breach non-performance or non-observance of any of the covenants and agreements on the part of the Lessee contained in this Lease then and in any such case it shall be lawful for the Lessor or any person duly authorised by the Lessor in that behalf 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 thenceforth 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 and agreements on the part of the Lessee contained in this Lease.

(C) Any notice hereby required or authorised to be given to the Lessor or Lessee shall be in writing and may be given in any of the modes provided by section 196 of the Law of Property Act 1925 with respect to notices to be given to lessors or lessees as the case may be

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(D) The Lessor shall not be under any restriction as to the mode of development or user of the remainder of the Estate or any part or parts thereof and nothing herein contained or implied shall be deemed to impose upon the Lessor any obligation to adhere to the scheme of estate layout depicted on the plan annexed hereto

(E) The Lessee shall not become entitled whether by implication prescription or otherwise to any easement or right of light or air or to any other easement or right which might restrict or interfere with the free use by the Lessor of the Estate or any part or parts thereof or any other adjoining or adjacent land for building or any other purposes

10. The Lessor hereby grants to the Management Company all such rights for its officers employees and agents to enter upon the Estate as are necessary to enable it to comply with any obligation or to exercise any right which it may from time to time have

11. IN this Lease where the context so admits words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number shall include also the plural number and vice versa and in the event of two or more persons constituting the "Lessee" hereunder all covenants by the Lessee herein expressed or implied shall be deemed to be entered into by such persons jointly and severally

IN WITNESS whereof the respective Common Seals of the Lessor and the Management Company have been hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first hereinbefore written

**THE SCHEDULE above referred to**

**Stipulations and Restrictions**

1. To use the Demised Flat as a single private residence in the occupation of one family only and for no other purpose and to use the said parking space for the parking of private vehicles only and not for the parking of any commercial vehicle caravan trailer or boat
2. No machinery or musical instrument of any kind shall be used so as to cause annoyance to any of the other occupiers of any of the flats in the Building
3. The Lessee shall not place or permit to be placed any notice of any description upon any external parts or in any of the windows of the Demised Premises or hold or permit any sale on the Demised Premises
4. No bird or animal shall be kept or brought into or upon any part of the Demised Premises which may occasion annoyance to any of the occupiers of any of the flats in the building

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5. The Lessee shall not shake or allow to be shaken any mat cloth or other material outside the Demised Flat or out of any window thereof nor throw anything or allow anything to be thrown out of any of the said windows
6. No clothing linen or other laundered articles shall for the purposes of drying or airing be hung or exhibited in the Demised Flat or from the windows thereof in such a manner as to be visible from the exterior of the Building nor shall any such articles be hung in any part of the Estate
7. The Lessee shall keep the floors of the Demised Flat covered with carpet or other suitable material in order to lessen the volume of sound transmitted from the Demised Flat

THE COMMON SEAL of IDEAL HOMES LONDON LIMITED was hereunto affixed in the presence of:-

[signature] Director

[signature] Authorised Signatory

THE COMMON SEAL of CHURCH MEWS MANAGEMENT COMPANY (MITCHAM) LIMITED was hereunto affixed in the presence of:-

[signature] Director

[signature] Secretary

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SIGNED SEALED and DELIVERED by the said
in the presence of:-

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