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✓ mgp

Parties



THIS LEASE made the 28<sup>th</sup> day of September 1987 BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD whose office is situate at Civic Centre Silver Street Enfield Middlesex (hereinafter called "the Council") of the one part and the person whose name and address appears in the Sixth Schedule (hereinafter called "the Lessee") of the other part

WITNESSETH as follows:-

(A) In this Lease the following words or expressions shall subject as hereinafter provided have the following meanings except where the context otherwise requires:-

Interpre-  
tations

- (i) The expressions "the Lessee" and "the Council" shall include all persons deriving title under them respectively and "the Lessee" shall also include all persons so described at the commencement hereof and if there shall be more than one all the covenants agreements and obligations contained herein on the part of the Lessee shall be deemed to have been made jointly and severally by all such persons with the Council
- (ii) The singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa
- (iii) "the Act" shall mean the Housing Act 1957 (as amended) and any statutory modification thereof

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL

PEGDEN & DUBOW SOLICITORS



- (iv) "the Flat" shall mean the flat/maisonette demised by this Lease more particularly described in the First Schedule hereto and this expression shall also be deemed to include any garden area or other property specifically described in the said First Schedule
- (v) "the block" shall mean the block of flats (more particularly described in the First Schedule hereto) of which the flat described in the First Schedule hereto forms part
- (vi) "the Estate" shall mean the estate in which the block is situated more particularly described in the First Schedule hereto
- (vii) "The common repairs and services" shall mean those repairs and services specified in the Fourth Schedule hereto
- (viii) "Heating Appliances" shall mean those parts of the communal or district heating systems serving the block (including any boilers radiators flues pipes wires or other apparatus for the supply of space and/or water heating) which are situated in or serve solely the Flat and which have been provided by the Council for use by the occupier of the Flat
- (ix) "Garchey" shall mean that part of the garchey domestic waste disposal system situated in or solely serving the Flat
- (x) "Security-Comm" shall mean that part of the two way entry security communications



system for the block situated within or solely serving the Flat

- (xi) "Ventilation system" shall mean that part of the block's ventilation system situated within or solely serving the Flat
- (xii) "Communal T.V. aerial outlet" shall mean that part of the communal T.V. and radio aerial system serving the block or the Estate which is situated in or solely serves the Flat
- (xiii) "financial year" shall mean the period from the 1st day of April in any year to the last day of March in the following year or such other period of one year's duration as shall from time to time be determined by the Council's Borough Treasurer in which case the appropriate transitional arrangements shall be made
- (xiv) "Actual cost" shall mean the total cost actually incurred of providing the common repairs and services in each financial year of the term
- (xv) "Estimated cost" shall mean the estimated cost of providing the common repairs and services for each financial year of the term such estimate being calculated in accordance with the provisions of the Fifth Schedule hereto
- (xvi) "Proper proportion" shall mean the reasonable proportion attributable to the Flat of the cost (whether actual or estimated) of providing the common repairs and services such proportion





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to be calculated by the Council in accordance with the Memorandum of Apportionment of even date herewith (signed by the Lessee by way of acknowledgement) or by such other lawful method of apportionment as may at any time be notified in writing to the Lessee by the Council sending a notice of the apportionment by prepaid post to the Lessee at the Flat

(B) The rights obligations facilities and services hereinbefore defined by the words and expressions Heating Appliances Garchey Security-Comm Ventilation System and Communal T.V. aerial outlet where hereinafter used are to apply to this deed only where so stated in the Sixth Schedule

OPERATIVE

WORDS

2. PURSUANT to the provisions contained in the Act and in consideration of the sum stated in the Sixth Schedule hereto now paid to the Council by the Lessee (the receipt of which sum the Council hereby acknowledges) and in consideration of the rents and covenants hereinafter reserved and contained the Council hereby demise unto the Lessee ALL THAT the Flat described in the First Schedule hereto TOGETHER with the rights and easements mentioned in the Second Schedule hereto unless expressly excepted in the Sixth Schedule hereto but EXCEPT AND RESERVED to the Council (and also for the benefit of each and every part of the Estate) as mentioned in the Third Schedule hereto TO HOLD unto the Lessee for the term stated in the Sixth Schedule hereto

REDDENDUM

PAYING therefor during the said term the yearly ground rent of £10 such ground rent to be paid in advance by quarterly

instalments on the 1st day of April 1st day of July and the 1st day of October and 1st day of January in every year the first payment or a proportionate part thereof to be made on the grant hereof AND ALSO PAYING to the Council on demand the management charge provided for in Clause 3(2)(B) hereof such management charge to be paid at the times and in the manner specifically mentioned therein

LESSEES

COVENANTS

WITH COUNCIL

ONLY

Repayment of

Discount

3. THE Lessee hereby COVENANTS with the Council as follows:-

- (1) (A) The following sub-clauses 3(1)(B) and 3(1)(C) and 3(1)(D) will not apply if so stated in the Sixth Schedule hereto
- (B) To pay on demand the amount specified in sub-clause (C) of this clause if there is a disposal as defined in sub-clause (D) of this clause within the period of ~~five~~ <sup>three</sup> years from the date hereof but if there is more than one such disposal then only on the first of them
- (C) The amount payable under sub-clause (B) of this clause shall be an amount equal to the discount stated in the Sixth Schedule hereto (hereinafter called "the discount") allowed by the Council to the Lessee under the provisions of Section ~~104B~~ <sup>129</sup> of the Act in the calculation of the premium referred to in Clause 2 hereof such discount to be reduced by ~~one third~~ <sup>one third</sup> twenty per centum of the discount for each completed year which has elapsed from the date of this Lease



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(D) In this clause a disposal shall mean an assignment of this Lease or the grant of a sub-Lease for a term of more than twenty-one years otherwise than at a rack rent whether of the whole or part of the Flat PROVIDED THAT a disposition in pursuance of an Order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 or a vesting in a person taking under a will or an intestacy is not a disposal

Payment of  
Rent

(2) (A) To pay the said yearly ground rent of Ten Pounds to the Council at the times and in manner aforesaid clear of all deductions

Payment of  
Management  
Charge

(B) To pay to the Council in respect of each financial year of the term or part thereof such a sum (hereinafter called "the management charge") as shall be notified in writing to the Lessee by the Council's Borough Treasurer/Director of Housing Services prior to the commencement of the financial year as representing the Proper proportion of the Estimated cost which is incurred or intended to be incurred by the Council in carrying out the common repairs and services such management charge to be paid by the Lessee in four equal quarterly instalments in advance on the 1st day of April 1st day of July 1st day of October and 1st day of January (hereinafter called "the management charge dates") of each financial year or part of the year during the said term (or at such more frequent



intervals as the Council shall from time to time specify in writing having given three months notice of such change) the first of such payments being in respect of a proportionate part of the period from the date hereof to the next management charge date and to be made on the date of execution hereof AND it is hereby declared that the management charge may (without prejudice to the generality of the foregoing) include such amounts as the Council's Borough Treasurer/Director of Housing Services shall (at his absolute discretion) from time to time consider necessary to put to reserve (hereinafter called "the reserve fund") in order to meet the future cost of any major works of repair replacement or maintenance under the Fourth Schedule hereto which may arise or be reasonably anticipated to arise in any subsequent financial year of the term PROVIDED that (without prejudice to the proviso for re-entry hereinafter contained) if any of the management charge or any part thereof shall not be paid within 14 days of any of the management charge dates (whether the same shall have been legally demanded or not) the management charge or part or parts thereof unpaid as aforesaid shall bear interest at the rate of £14 per centum per annum or 2 per centum per annum above the base rate for the time being of the Council's bankers whichever shall be the higher such interest to become payable from the date the same shall have become due until the





date of actual payment and for the avoidance of doubt shall accrue after as well as before any judgment and should such interest be in arrear at any subsequent management charge date it shall be treated as an accretion to the management charge and shall then itself bear interest at the stipulated rate accordingly and all such interest whether capitalised or not shall be recoverable by distress or other process of law

Contributions  
to structural  
Defects

(C) To pay to the Council on demand the whole or such part as may be reasonably attributable to the Flat (as the case may be) of any costs reasonably incurred by the Council in making good or in insuring against:-

- (a) any structural defect in or affecting the Flat notified in writing by the Council to the Lessee before the date hereof
- (b) any such defect of which the Council do not become aware earlier than ten years after the date hereof
- (c) any other disrepair or defect in or affecting the Flat or the block to such extent only as such disrepair or defect is not included in the Council's covenant for repair of the Flat or the block contained in Clause 7(2)(a) hereof

Payment of  
balance of  
management  
charge

(D) To pay to the Council on demand in respect of each financial year of the term the amount (if any) by which the Proper proportion of the Actual cost exceeds the Proper proportion of the Estimated cost for that financial year

Credit of  
excess payment

(E) If the Proper proportion of the Estimated cost shall exceed the Proper proportion of the Actual cost in any financial year of the term the excess so paid shall be carried forward by the Council to be credited to the account of the Lessee in respect of the management charge for the financial year next following

Payment for  
repairs to Flat

(F) To repay to the Council on demand the cost incurred by the Council in carrying out any repair maintenance or servicing to the Garchey the Security-Comm the Ventilation system Communal T.V. aerial outlet any Heating Appliance or to the windows (including both the window frames and the glass panes thereof) and the external doors in the Flat

Proportionate  
cost of  
alterations

(G) If the Council shall make any alteration addition or improvement to the block or any part thereof which shall affect the Flat then the Lessee shall upon receipt of a written demand from the Council pay to them a fair proportion of the cost thereof such proportion to be based on a comparison of the gross rateable value of the Flat at the time with the gross rateable value of all other flats comprised in the block which are affected by the said alteration addition or improvement unless the system of rating property shall be abolished in which case such proportion shall be based on a comparison of the floor area of the Flat with that of the aggregate of all the flats in the block



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Rates etc.

- (3) To pay all rates taxes charges assessments outgoings and impositions whatsoever which during the term may be charged or imposed on the Flat or on the landlord or tenant in respect thereof except as aforesaid

s.146 & 147

LPA '25

- (4) To pay all expenses incurred by the Council incidental to the preparation and service of a notice under Sections 146 or 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

To Yield Up

- (5) Upon the expiration or sooner determination of the term quietly and peaceably to deliver up possession of the whole of the Flat together with all additions and improvements made thereto and all fixtures which may at any time during the term be affixed to or upon the Flat (other than tenant's fixtures) to the Council in the condition in which the same ought to be having regard to the covenants on the part of the Lessee herein contained

Notice of

Assignment etc

- (6) Within one calendar month after the execution of any agreement assignment transfer sub-lease or mortgage (save where the mortgage is to the Council) to give to the Council's Chief Executive and Town Clerk for the time being notice thereof in writing containing the names and addresses of the parties concerned and to pay to the Council a registration fee of Fifteen pounds (£15.00) or such higher reasonable sum as the Council shall then specify

Mortgage

- (7) To observe and perform the covenants conditions and obligations on the part of the Lessee contained in any Mortgage or Legal Charge which the Lessee may at any



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time enter into with the Council on the security of the Flat

(8) To observe and perform the covenants restrictions and stipulations if any contained or referred to in the Council's freehold title

Stamp Duty

(9) To pay the Stamp Duty on this Lease and on one Counterpart thereof

(10) In the event of the Council contemplating the selling or the granting of a lease of the reversion expectant hereon to permit on reasonable notice being given any prospective purchaser or lessee or their respective agents to enter upon the Flat to view the same

Council's

Legal Costs

(11) To pay the Council's Solicitor's costs and Surveyor's fees in connection with every application for the consent or approval of the Council as may be required hereunder by the Lessee

LESSEE'S

COVENANTS WITH

COUNCIL AND

OTHER LESSEES

4. The Lessee hereby covenants with the Council and separately with the Lessees (whether existing or future) of the other flats comprised in the block and (as appropriate) the Estate as follows:-

(1) At the Lessee's own expense forthwith to comply with and indemnify the Council against the requirements of any public or statutory body (including the Council) entitled or required to enforce any covenant restriction or provision of any Statute Regulation Bye-law or Order relating to the Flat

Painting

(2) (A) Once in every fifth year of the term and in the last quarter of the last year of the term (howsoever determined) to paint in a proper and workmanlike





manner all the inside wood and ironwork usually painted of the Flat (including all internal doors the internal surfaces of external doors and the internal surfaces of the window frames if usually painted) with two good coats of good quality paint and so that such internal painting in the last year of the term shall be of a tint or colour to be approved by the Council And also with every such internal painting to paint varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Flat as have been or ought properly to be so treated and so that in the last year of the term the tints colours and patterns of all such works of internal decoration shall be such as shall be approved by the Council

Keep in Repair

(B) To keep the Flat including the decorations thereof and all the fixtures and fittings therein (including all electrical and gas fittings appliances pipes and wiring) and the internal doors (but excluding the exterior and the structure of the Flat) in good and substantial repair and condition and in such condition to deliver up the same on giving possession of the Flat to the Council damage by fire excepted

Permit entry  
to inspect

(3) (A) To permit the Council and their agents servants and workmen and all other persons lawfully authorised by them upon giving at least twenty-four hours previous notice (except in the case of emergency) at all reasonable times of the day to enter the Flat to examine the condition of the same and to ascertain

Require  
repairs

that there has been and is no breach or non-compliance by the Lessee of or with the Lessee's several covenants herein contained

- (B) The Council may at any time serve upon the Lessee notice in writing specifying the repairs necessary to be done by the Lessee in order to comply with the Lessee's covenants herein contained and the Lessee shall within 10 days (or such other time period as shall be stated in the said notice) after the service of such notice proceed diligently with the execution of such repairs and if the Lessee shall fail to comply with such notice within the time period therein stated the Council or their agents servants and workmen and all other persons lawfully authorised by the Council may enter the Flat and execute such repairs the cost whereof shall be a debt due from the Lessee to the Council and be forthwith recoverable by action or by distress together with interest thereon from the date of the execution of the work until payment at the rate of £14 per centum per annum or 2 per centum per annum above the base rate for the time being of the Council's bankers whichever shall be the higher



Accept heat

- (4) To accept the supply of heat (whether in the form of hot water or air) for space and water heating presently supplied to or which may be supplied to the Flat by the Council

Permit entry  
to repair etc

- (5) To permit the Council their agents servants and workmen and all other persons lawfully authorised by them upon giving at least twenty-four hours previous notice (except

in case of emergency) to enter and remain in the Flat at all reasonable times so far as may be necessary or useful in order to:-

(A) Repair service and maintain the Heating Appliances Garchey Security-Comm Ventilation system and Communal T.V. aerial outlet the windows and external doors

(B) To examine repair or rebuild any adjoining or neighbouring premises of the Council

(C) To cleanse empty or repair any of the sewers drains watercourses pipes wires cables and apparatus from any adjoining or neighbouring premises of the Council and

(D) For any other reasonable purpose

Disputes  
between  
Lessees

(6) In case any dispute shall at any time arise between the Lessee and the occupiers of any adjoining or neighbouring premises of the Council relating to the Heating Appliances Garchey Security-Comm Ventilation system Communal T.V. aerial outlet sewers drains watercourses pipes wires cables and apparatus or to any easements privileges rights or facilities whatsoever affecting or relating to the Flat or any adjoining or neighbouring premises of the Council to allow the same from time to time to be settled and determined by the Council

Use of Flat

(7) That the Flat shall not be used for any purpose other than that of a private residential flat for the occupation of one family Provided always that it shall not be occupied by persons in excess of the permitted number as defined in the Sixth Schedule to the Housing Act 1957 or any re-enactment or amendment thereof



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Vitiating of  
Insurance

- (8) Not to do or suffer to be done anything which may cause or render the premium or premiums payable for any insurances in relation to the block or the Flat to be increased or which may make void or voidable any policy or policies for such insurance irrespective of whether the premium or premiums relating to the same or any part of them shall be recoverable from the Lessee

Nuisance etc.

- (9) (A) That no part of the Flat shall be used for the sale or manufacture of intoxicating liquors nor for any illegal immoral improper or unpleasant purpose and nothing shall be done there which may become a danger nuisance or annoyance or cause damage to the Council or their tenants or the occupiers of adjoining or neighbouring premises
- (B) Without prejudice to the generality of sub-clause 4(9)(A) above not to allow singing the playing of any musical instrument television radio hi-fi or other sound reproducing equipment of any description so as to be audible outside the flat between the hours of 11.00 p.m. and 8.00 a.m. nor so as to cause nuisance or annoyance to the owners or occupiers of the adjoining neighbouring or nearby premises at any time of the day or night
- (C) Not to cause nor allow to be caused any obstruction or hindrance to any of the entrance halls passage-ways lifts or staircases in the block nor to any of the paths footways or vehicular accessways on the Estate



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(D) Not to throw out or permit to be thrown out from any window door or balcony of the Flat any refuse rubbish or other thing

Alterations  
by Lessee

(10) Not at any time during the term to make (or permit or suffer to be made) any alterations extensions or external projections (including any radio or TV aerial) in or to the Flat or any part thereof nor to damage alter or remove (or permit or suffer to be damaged altered or removed) any of the walls beams timbers or girders thereof nor (except in the case of an emergency) to attempt to repair service maintain or tamper with the Garchey Security-Comm Ventilation system Heating Appliances or Communal T.V. aerial outlet or the window frames or glass panes therein

Abuse of  
Services

(11) Not to use or permit or suffer to be used the Garchey Security-Comm Ventilation system Heating Appliances or Communal T.V. aerial outlet except in accordance with the instructions for use relating to the same AND should the Council deem such need to arise not to use or permit or suffer any of the same to be used except as permitted by the Council

Offensive  
effluvia etc

(12) Not to cause or permit any noxious or offensive effluvia to be emitted from the Flat and for that purpose to use the best practicable means to the reasonable satisfaction of the Council for preventing or counteracting such effluvia

Chimney  
Sweeping

(13) To have the chimney (if any) of the Flat swept at least once a year and at such other times as the Director of Housing Services may deem necessary



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Adverts etc

(14) That no advertisements hoardings or notices shall be erected or displayed on the outside of the Flat or displayed in such a way inside the Flat as to be visible from outside the Flat

Carpet Floors

(15) To keep the floors of the Flat including the passages thereof substantially covered with suitable material for avoiding the transmission of noise

Dustbin

(16) To provide (if so required) and maintain a dustbin for use in connection with the Flat

Make good  
damage

(17) To make good all damage caused through the act or default of the Lessee or of any servant or agent or visitor of the Lessee (a) to any part of the block or to the appointments or the fixtures and fittings thereof and (b) to the property of any other occupier or tenant of the block and their licensees and in each case to keep the Council indemnified against all claims expenses and demands in respect thereof

Assignee's  
Covenants

(18) To ensure that whenever this lease shall be assigned the assignee shall enter into a covenant with the Council to observe and perform all the conditions and covenants herein contained including this covenant

Payment for  
power  
supplied

(19) To pay for all gas and electricity or other illuminant or source of power consumed in the Flat and all charges for the hire of meters in respect thereof

Planning  
Contraventions

(20) Not to do or permit or suffer to be done any act matter or thing on or in respect of the Flat or any part thereof which may contravene any provision of the Town and Country Planning Act 1971 (or any statutory re-enactment or modification thereof) and to keep the Council



indemnified against all costs claims demands and liabilities in respect thereof

Water

Penetration

etc.



To prevent

easements

arising

No

encroachments

Parking

- (21) Not to permit any water or liquid to soak through the floors of the Flat or suffer dirt rubbish rags or refuse or any corrosive or harmful substance to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or serving the Flat and in the event of such happening without prejudice to the Council's other rights under this Lease immediately at the expense of the Lessee to rectify and make good all damage and injury thereby caused
- (22) Not to permit any owner or occupier of any adjoining or adjacent premises to acquire any right of light or air way water drainage or other easement over the Flat or the block but forthwith to inform the Council of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any such easement over the Flat or the block and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such easement
- (23) Not to suffer or permit any encroachment to be made on the Flat and if any such shall be made to permit the Council or others for the time being concerned to take any appropriate action and not to permit any wilful voluntary or permissive waste or spoil to be done or suffered upon the Flat
- (24) Not without the previous written consent of the Council to park or allow to be parked or left on any road or accessway on the Estate any vehicle (including any caravan trailer or builders skip)

Use of balcony

- (25) Not to place nor allow to be placed any heavy article on any balcony in the Flat or the block nor to allow or permit any window boxes or plants to be placed on any window sill or balcony in the Flat or the block without the prior written consent of the Director of Housing Services and to comply with such conditions as may be specified in such consent

Regulations

Observance

- (26) To comply with and observe all regulations which the Council shall from time to time make for the proper management and running of the block and of the Estate and for the benefit of the premises comprised therein

Application to

H.M. Land

Registry under

S.8 of Act

5. THE Lessee and the Council hereby apply to the Chief Land Registrar to enter on the Register such of the easements rights exceptions and reservations covenants conditions and stipulations herein contained as are capable of registration and in particular a notice of the Charge arising under Section 104B of the Act by virtue of Clause 3(1) hereof

AGREEMENTS &

DECLARATIONS

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

- (1) That if the said rent or management charge or any part or parts thereof or any other payments due hereunder shall be in arrear for more than twenty-one days (whether legally demanded or not) or if there shall be any breach of any of the covenants or agreements on the Lessee's part herein contained or if there shall be more than two months' arrears of instalments due to the Council under any Legal Charge or mortgage made between them and the Lessee (and notwithstanding that the Council shall have taken action or be able to do so under the terms of



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such Legal Charge or mortgage) then and in any such case the Council may at any time thereafter re-enter on the Flat or any part thereof and thereupon this Lease shall terminate but without prejudice to any of the Council's rights or remedies in respect of any rent Legal Charge or mortgage instalments in arrear or of any breach by the Lessee of any provisions of this Lease

- (2) That the demise hereby made shall not be deemed to include and (except as herein mentioned) shall not operate to convey or demise any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any adjoining or neighbouring land or premises AND that the Council shall have power at all times without obtaining consent from or making any compensation to the Lessee to deal as they think fit with any land or buildings adjoining opposite or near to the Flat and to erect or suffer to be erected on such adjoining opposite or neighbouring land any buildings whatsoever
- (3) That the general words implied by Section 62 of the Law of Property Act 1925 (or any statutory re-enactment or amendment thereof) are hereby excluded from this Lease and the Lessee shall not obtain any rights or easements thereunder or in relation thereto except and insofar as herein provided
- (4) That any notice served by the Council hereunder shall be effectively served if sent by pre-paid post to the Lessee at his usual or last known abode or if addressed to the Lessee and affixed to some conspicuous part of the Flat



and any notice to the Council shall be effectively served if sent by pre-paid post and addressed to the Chief Executive and Town Clerk at the Civic Centre aforesaid

- (5) Nothing herein contained shall be deemed to be a consent or approval by the Council in any capacity other than as freeholders of the Flat and any consents or permissions on the part of the Council herein provided for shall be deemed to have been given by the Council only in such capacity
- (6) Except as herein specifically stated no estate or interest in the soil of any road or footpath adjacent to the Flat is or shall be deemed to be included in this demise
- (7) During the subsistence of any mortgage or Legal Charge made between the Council and the Lessee the Lessee shall have no right of appropriation in respect of any payment made by him to the Council which does not discharge all moneys then due to them under this Lease and any such mortgage or Legal Charge
- (8) (A) That the Council at all times during the term hereby granted shall be entitled in relation to the whole of the estate or any part thereof:-
  - (i) to appoint if the Council so desires managing agents for the purpose of managing the Estate or any part thereof and to remunerate them properly for their services in accordance with the normal scale of charges
  - (ii) to employ architects surveyors solicitors accountants contractors builders gardeners and any other persons firm or company pro-



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perly required to be employed in connection with or for the purpose of or in relation to the Estate or any part thereof and pay them all proper fees charges salaries wages costs expenses and outgoings

- (iii) to delegate all or any of its functions under the Fourth Schedule hereto to any person firm or company whose business it is to undertake such obligations upon such terms and conditions and for such remuneration as the Council shall think fit



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- (B) That the Council shall not be liable or responsible for any damage injury or loss suffered by the Lessee or any other person whomsoever through any defect in the Estate or any part thereof or the failure to perform or supply any of the obligations or services herein provided for or through the default neglect or misconduct of any employee agent or independent contractor or sub-contractor employed or used in connection with the Estate AND PROVIDED NEVERTHELESS that any failure on the part of the Council to perform or supply such obligations and services shall not release or in any way exonerate the Lessee from complying with or performing or observing his covenants or obligations herein contained
- (9) That the Council may at any time at its absolute discretion nominate another of its officers or an agent or other individual (including an incorporated body) to take over

and perform any of the functions duties or responsibilities herein ascribed to any of the Officers of the Council and such nominated individual shall have full power and authority to carry out all the functions duties or responsibilities as herein mentioned in place of the said Officer

- (10) That the marginal notes hereto are provided for convenience only and are not intended to form part of this lease or to assist in any way with the interpretation of any part or parts hereof

COUNCILS

COVENANTS

Peaceful

Enjoyment

7. THE Council hereby covenant with the Lessee as follows:-

- (1) That the Lessee paying the rent and charges 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 subject as hereinbefore provided peaceably and quietly hold and enjoy the Flat during the term hereby granted without any interruption from the Council their successors or assigns or any person or persons lawfully claiming under or in trust for them except in relation to the carrying out by the Council of the powers of any public or local Act of Parliament or Bye-laws or Regulations made thereunder

Repair

structure &

exterior

- (2) (a) At all times during the term to repair and keep in a reasonable state of repair the structure and exterior of the block including the windows (both the window frames and the glass panes thereof) and the external doors of the Flat and all drains gutters external pipes roofs and foundations and to repoint all external brickwork and to make good any defects affect-



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ting the structure of the block and in the case of destruction or damage by fire tempest flood or any other cause against the risk of which it is normal practice to insure to rebuild or reinstate the structure and exterior of the block

Repair other  
Property

- (3) To keep in repair any other property over or in respect of which the Lessee has rights by virtue of of the terms of this lease

Provide  
common repair  
and services

- (4) Subject to the Lessee paying the sums of money by way of a management charge covenanted to be paid by him under Clause 3(2)(B) hereof to carry out and provide so far as practicable the common repairs and services PROVIDED THAT where the Council supply heat as provided by clause 4(4) it shall be required to supply heat for the space heating system during the winter period only between the 1st October and the 1st April next following or for such other period during the winter months as the Council shall at its absolute discretion deem reasonable having regard to the weather conditions prevailing at that time

Repair  
services to  
Flat

- (5) Subject to the Lessee paying the costs covenanted to be paid by him under Clause 3(2) hereof to repair service and maintain the Heating Appliances Garchey Security-Comm Ventilation system and Communal T.V. aerial outlet as often as shall be necessary and to keep the same in good working order

Mutual  
Covenants

- (6) To require every person to whom they shall hereafter grant a lease of any other flat in the block to enter into covenants with the Council similar to those herein con-



tained and that at their discretion and at the request and cost of the Lessee and upon the prior payment to the Council by the Lessee of such sum as the Council may reasonably require in respect of such costs on the Lessee's behalf to enforce the said covenants against such other lessees

- (7) That if the Council should during the next eighty years transfer the freehold reversion of the block to an individual or corporation to which the Act does not apply it will be required that all such transferees effect Landlord's comprehensive insurance cover

Trust for

Sale

8. WHERE the Lessee is more than one person the Lessee shall stand possessed of the Flat upon trust to sell the same with power at their discretion to postpone any such sale and shall stand possessed of the net proceeds of sale after payment of expenses and of the net rents and profits until sale after payment of rates costs of insurance repairs and other outgoings in trust for the Lessee as joint tenants beneficially

Certificate

of Value

9. IT IS HEREBY CERTIFIED that this transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds the sum stated in the Sixth Schedule

TESTIMONIUM

IN WITNESS whereof the Council have caused their Common Seal to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first before written



## FIRST SCHEDULE

### Description of the Flat

#### PARCELS



ALL THAT flat/maisonette short particulars of which are contained in the Sixth Schedule hereto shown edged in red on the plan lettered 'A' annexed hereto and in the position hatched red within the block shown edged red forming part of the Council's Estate shown edged green on the plan lettered 'B' annexed hereto (subject to the first proviso hereinafter contained) including one half part in depth of the structure between the floors of the flat/maisonette and the ceiling of the flat/maisonette or other parts of the block below it (if any) and one half part in depth of the structure between the ceiling of the flat/maisonette and the floors of the flat/maisonette or the other parts of the block above it (if any) and (subject to the second proviso hereinafter contained) the internal walls and (where appropriate) the internal floors and ceilings and the internal surfaces of the external walls of the block between such levels AND ALSO including the balcony of the demised premises (if any) and all external window sills to the demised premises and all windows and window frames doors and door frames to the demised premises TOGETHER WITH the landlord's fixtures and fittings including all electrical and gas fittings appliances pipes or wires sanitary apparatus Heating Appliances Garchey Ventilation system and Communal T.V. aerial outlet (if any) and Security-Comm installed therein or annexed thereto TOGETHER ALSO with the garden area (if any) coloured green on the plan 'B' and the boundary fences or *and garage coloured blue* walls thereto marked with the letter 'T' on the said plan PROVIDED FIRSTLY THAT where there is no other accommo-

dation (whether residential or commercial) below the flat/maisonette hereby demised then the whole of the floor structure (but excluding any part of the main structure of the block) shall be included in this demise AND where there is no other accommodation (whether residential or commercial) above the flat/maisonette hereby demised then the whole of the ceiling structure of the flat/maisonette (but excluding any part of the roof structure) shall be included in this demise AND PROVIDED SECONDLY THAT every wall separating the demised premises or any part thereof from any adjoining premises or from the common parts shall be a party wall severed medially and shall be included in the demised premises as far only as the medial plane thereof

#### SECOND SCHEDULE

##### Particulars of Rights and Easements

##### Granted to the Lessee

#### LESSEES

#### RIGHTS

- (1) A right of way on foot only at all times and for all purposes connected with the usual or normal enjoyment of the Flat (in common with the Council and all persons authorised by them) by means of the entrances halls and stairways lifts and landings of the Block leading to the Flat and over the estate roads access ways and footways from time to time forming part of the Estate now existing or hereafter to be constructed over the Estate BUT WITHOUT PREJUDICE to the rights reserved to the Council by paragraph (5) of the Third Schedule hereto
- (2) A right of way (in common with the Council and all persons authorised by them) at all times for all purposes with or without vehicles over and along the estate roads vehicular accessways and driveways now existing or hereafter to be



constructed over the Estate BUT WITHOUT PREJUDICE to the rights reserved to the Council by paragraph (5) of the Third Schedule hereto

(3) To the extent that the same are available the free running of water soil gas or other piped fuel heat ventilation smoke or fumes over through and along all sewers drains watercourses or pipes or other installations for such free running drainage disposal or supply TOGETHER WITH the right to the use or maintenance of cables or other installation for the telephone or for the receipt directly or by landline of visual or other wireless transmissions in on or under the adjoining or neighbouring land or premises (whether or not the same shall be owned by the Council) to and from the Flat BUT WITHOUT PREJUDICE to the right reserved to the Council by paragraph (6) of the Third Schedule hereto

(4) The right to subjacent and lateral support and shelter and protection from the elements for the Flat from the other parts of the block and from the foundations and roofs thereof

(5) The right to connect to the communal T.V. and radio aerial (if any) serving the block through the authorised socket provided for that purpose subject to the Lessee paying the charge referred to in Clause 3(2)(B) hereof

(6) The right to enjoy the amenity of any landscaped areas on the Estate BUT WITHOUT PREJUDICE to the rights reserved to the Council by paragraph (7) of the Third Schedule hereto

(7) The right (in common with the Council and all persons authorised by them) to use any Paladin Bins as are from time to time provided for use by the occupiers of the Block for the deposit of domestic refuse in accordance with the said Regulations (if any) made by the Council under Clause 4(26) hereof



(8) The right (in common with the Council and all persons authorised by them) to use such communal drying areas adjacent to the block as are from time to time provided by the Council for the drying of domestic laundry in accordance with the said Regulations (if any) made by the Council under Clause 4(26) hereof

(9) All such rights of light and air to the Flat insofar as any such rights are currently enjoyed by the Flat

### THIRD SCHEDULE

#### (Particulars of Reservations to the Council)

#### EXCEPTIONS & RESERVATIONS

There is excepted and reserved out of this demise unto the Council:-

- (1) The main structural parts of the block including (but without prejudice to the generality of the foregoing) the roof foundations and external parts (excluding any balcony to the Flat)
- (2) The right to subjacent and lateral support and protection from the elements from the Flat for the other parts of the block
- (3) To the extent that the same are available the free running of water soil gas or other piped fuel heat and ventilation smoke or fumes over through and along all sewers drains watercourses or pipes or other installations for such free running drainage disposal or supply TOGETHER with the right to the use or maintenance of cables in other installations for the telephone or for the receipt directly or by landline of visual or other wireless transmissions in on or under the Flat to and from such adjoining or neighbouring land or premises (whether the same are owned by the Council or not)



(4) The right for the Council statutory undertakers and for the owners lessees or occupiers of the said adjoining or neighbouring land or premises at all reasonable times with or without workmen plant and materials to enter on the Flat or any part thereof for the purposes of:-

- (i) inspecting repairing cleansing maintaining and servicing the said sewers drains watercourses pipes wires cables and apparatus including the Garchey Security-Comm Heating Appliances and Ventilation system and Communal T.V. aerial outlet or the windows or external doors
- (ii) paragraphs (6) and (7) below; and
- (iii) carrying out any repairs renewals or maintenance to the said adjoining or neighbouring land or premises (including window cleaning) as may be necessary from time to time

Subject to the Council statutory undertakers or the owners lessees and occupiers of the said adjoining or neighbouring land or premises giving (except in the case of emergency) reasonable prior notice of their intention to enter upon the Flat to the Lessee and making good all damage caused by such entry except insofar as such entry may be necessitated by any default of the Lessee

- (5) The right for the Council to agree with any adjoining or adjacent owner or occupiers variations in the boundaries of the block and/or the Estate (but not the Flat) and to make any such variations
- (6) The right for the Council to substitute redirect or otherwise alter the said sewers drains watercourses pipes wires



cables and apparatus through and along which the Lessee is hereinbefore given rights subject to the Council making good all damage caused thereby

- (7) The right for the Council to divert substitute stop-up close or otherwise alter any of the estate roads driveways vehicular accessways or footways or landscaped areas referred to in paragraphs (1) (2) and (6) of the Second Schedule hereto
- (8) The right for the Council (subject to the Council making good all damage caused thereby) and statutory undertakers to connect to any existing or future sewers drains pipes wires cables and apparatus now passing or prior to the expiry of this lease to pass in on or under the Flat and after such connections to use the said sewers drains watercourses pipes wires cables and apparatus for the free running of water soil gas electricity heating ventilation and t.v. and radio signals from or to the said adjoining or neighbouring land or premises together also with the right to enter upon the Flat for the purposes provided in sub-paragraph (4)(i) above in relation to such connections
- (9) In the event of any of the conduits pipes or apparatus installed in the block for the supply of gas becoming in the opinion of the Council in any way defective so as to pose a potential risk to the safety or wellbeing of the occupiers of the block or any of them then and in such case only the Council shall have the right to terminate the supply of gas to the Flat forthwith PROVIDED THAT



- (i) the Council shall (if necessary) at its own expense and as soon as reasonably possible after the said termination (if not before) substitute an alternative source of power to the Flat in place of the terminated gas supply and
  - (ii) make reasonable financial compensation to the Lessee for any loss suffered by the Lessee in having to replace any cooking or heating appliances operated by gas belonging to the Lessee having due regard to the age and condition of any such appliances needing replacement
- (10) All such other rights and easements and quasi-easements in respect of the Flat as now belong to or are enjoyed or intended to be enjoyed by any other part of the block or of the Estate or any part of any adjoining or neighbouring land

#### FOURTH SCHEDULE

Common repairs and services to the block and the Estate but excluding any non-residential part thereof

#### COMMON REPAIRS & SERVICES

1. The lighting heating ventilation and power supplied to the lifts the entrance halls staircases common rooms (if any) communal drying areas and other common parts of the block (if any) and the power supplied for the provision of any services to the block
2. The repair maintenance and replacement of
  - (i) equipment plant machinery pipes conduits or wires used in the production and supply of space and/or water heating to the block (if any) which do not form part of the "Heating Appliances" as defined in Clause 1(A)(viii) hereof



- (ii) those parts of the garchey waste disposal system serving the block (if any) which do not form part of the "Garchey" as defined in Clause 1(A)(ix) hereof
  - (iii) those parts of the two way entry communications system serving the block (if any) which do not form part of the "Security-Comm" as defined in Clause 1(A)(x) hereof
  - (iv) those parts of the ventilation system serving the block (if any) which do not form part of the "Ventilation System" as defined in Clause 1(A)(xi) hereof
  - (v) those parts of the communal T.V. and radio aerial system and any connected equipment serving the block or the Estate (if any) which do not form part of the "Communal T.V. aerial outlet" as defined in Clause 1(A)(xii) hereof
  - (vi) the lifts of the block and all connected equipment plant or machinery
  - (vii) the communal laundry equipment (if any)
  - (viii) any other equipment plant or machinery used in common by the Lessee the Council and the other occupiers of the block
3. (i) The upkeep of the lawns and landscaped areas on the Estate including the provision of lighting where appropriate
- (ii) The provision of lighting heating and power supply to any common room provided for the block or for the Estate
4. The cost of effecting and maintaining of such insurance (or such corresponding internal insurance fund arrangements) in



COLOUR

respect of the Flat and of the block as the Council may in its discretion from time to time decide to effect and maintain against such risks and for such value as the Council may deem appropriate

5. The painting of all outside wood iron stucco and cement work of the block (including the Flat) and (subject to the provisos contained in Clause 3(2)(B) hereof) the repair maintenance and decoration of all such parts of the block as are not wholly included in any flat or dwelling which shall belong to or be used in connection therewith or in common with other adjoining or neighbouring land or premises (whether the same shall be owned by the Council or not)

6. The repair of any structural defects affecting the block which have been notified to the Lessee by the Council before the date hereof or of which the Council does not become aware earlier than ten years after the date hereof

7. The employment of any of the following:-

- (i) any caretakers and/or cleaners to take care of and clean the common parts of the block
- (ii) any agents servants (including officers of the Council but excluding caretakers and/or cleaners) or independent contractors (including any appointed under Clause 6(8) hereof) to carry out supervise and administer any or all of the common repairs and services (including the collection of all sums due from the Lessee in respect thereof)

8. The collection of refuse from any paladin bins or other refuse disposal receptacles provided for the block or the Estate and (when necessary) the repair maintenance or replacement of any such receptacles



COLOUR

9. The supply of oil electricity or other fuel required for the boilers and pumps supplying the space heating and water heating systems (if any) serving the block and the consequent supply of hot water for the water heating system throughout the year and for the space heating system only during the winter period in accordance with the proviso contained in Clause 7(4) hereof

#### FIFTH SCHEDULE

Management  
Charge  
method of  
calculation

For the period from the execution of this Lease until the 31st March next following the management charge under sub-clause 3(2)(B) of the within written Lease shall be based on the Council's estimate of the probable total cost of providing the common repairs and services incurred in respect of the financial year during which the said term shall commence and for the second and subsequent financial years such sum shall be calculated by reference to:-

- (i) the actual cost so incurred during the preceding financial year
- (ii) any items of expenditure under the Fourth Schedule anticipated for the coming financial year and;
- (iii) any contributions to the reserve fund required by the Borough Treasurer/Director of Housing Services

#### SIXTH SCHEDULE

The Lessee: TARLABEN HARIPRASAD PANDYA &  
MUKESH PANDYA

and Lessee's Address: 78 KENNEDY AVENUE, ENFIELD

The Sale Price: £22,140

(Clause 2)

Term of Lease: 125 years from 1<sup>st</sup> April 1987



(Clause 2)

expiring on 31<sup>st</sup> March  
2112.

The discount repayment

Clause is to apply as

provided opposite:

YES

(Clause 3(1)(C))

Amount of Discount:

£18,860

(Clause 3(1)(D))

The benefit of the facilities:

Garchey NO

described by the expressions

Security-Comm NO

opposite are included with

Ventilation System NO

the Flat where so prescribed

Communal T.V.

(Clauses 3(2)(F); 4(5)(a);

aerial outlet YES

4(6); 4(11); 7(5); First Schedule

Heating Appliances NO

Third Schedule; Fourth Schedule)

Certificate of Value:

£30,000

(Clause 9)

The Flat details:

Maisonette No. 78

Kennedy Avenue, Enfield

(First Schedule)

Ground & First Floor Level

THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF ENFIELD was hereunto  
affixed in the presence of:-



Mayor

*Anthony J. Carlton*

for

ACTING TOWN CLERK



87188 240  
DATED 28<sup>th</sup> September 1987

THE MAYOR AND BURGESSES  
OF THE LONDON BOROUGH OF ENFIELD

to

T.H. PANDYA

&

M. PANDYA

LEASE of  
Property: - 78 Kennedy Avenue, Enfield

Premium: - £22,140

Discount: - £18,860

Term: - 125 years

Commencing:- 1<sup>st</sup> April 1987

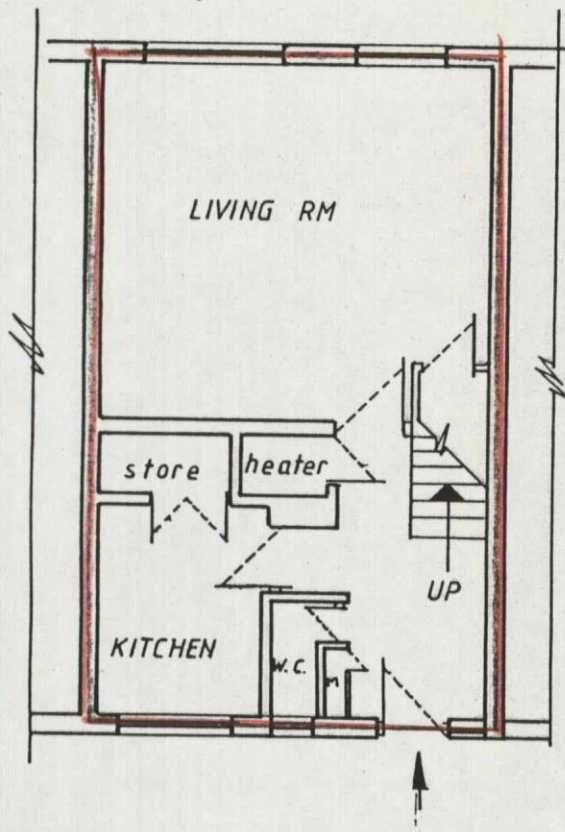
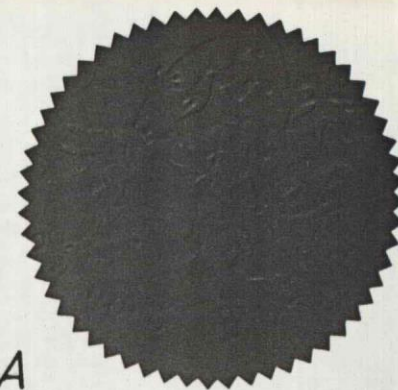
Ground Rent:- £10.00 per annum

Wilfrid D. Day, LL.B., FBIM.,  
Chief Executive and Town Clerk,  
Civic Centre,  
Silver Street,  
Enfield,  
EN1 3XA

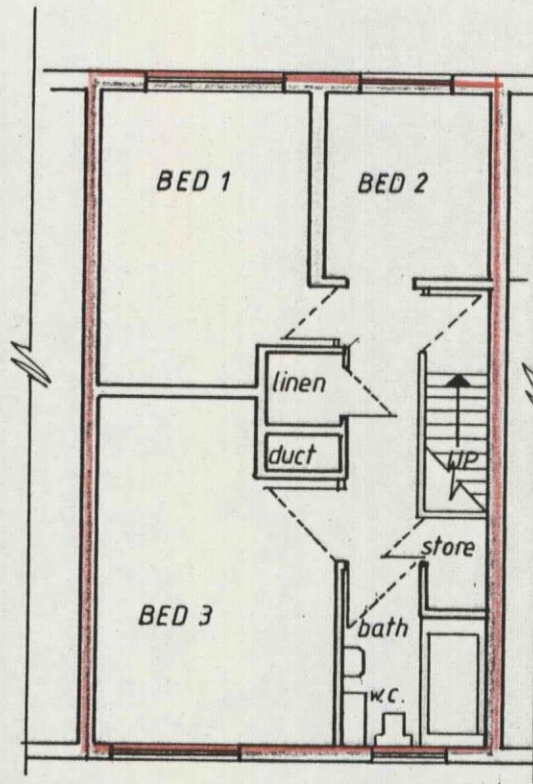
(055879/SR51)



COLOUR



Ground Fl.



First Fl.

PLAN A

78 Kenned  
Enfi

3 Bedroom  
1st and Gr

MAYOR  
*[Signature]*  
for ACTING TOWN CLERK

Scale 1:100

4/9/86



HIGH STREET

Works

Garage

RYDAL WAY

KENNEDY AVENUE

WOODCOTE CLOSE

MAYOR

*J. J. J. J.*

ACTING TOWN CLERK



SCALE 1:1250

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