

**These are the notes referred to on the following official copy**

Title Number MX347902

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DATED 21 December

2015

CERTIFIED AS A TRUE  
COPY OF THE ORIGINAL

*David Durn*  
DAVID DURN & CO SOLICITORS

THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HOUNSLOW

and –

GEORGE ERNEST FRY

---

LEASE

of premises at 2 Garth Court Ellesmere Road Chiswick W4  
4QL  
in the London Borough of Hounslow

---

Caroline Eaton  
Head of Governance  
Civic Centre  
Lampton Road  
HOUNSLOW  
TW3 4DN

22924261.1



SEQ26

LR1	Date of Lease	21 December 2015
LR2	Title Number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>MX347902</p> <p>LR2.2 Other title numbers</p> <p>None</p>
LR3	Parties to this Lease	<p><b>Landlord</b> THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HOUNSLOW of The Civic Centre Lampton Road Hounslow Middlesex TW3 4DN</p> <p><b>Tenant:</b> GEORGE ERNEST FRY of 2 Garth Court Ellesmere Road Chiswick W4 4QL</p>
LR4	Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>2 Garth Court Ellesmere Road Chiswick W4 4QL</p>
LR5	Prescribed statements, etc.	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>None</p> <p>LR5.2 This Lease is made under, or by reference to, provisions of:-</p> <p>Housing Act 1985</p>
LR6	Term for which the Property is leased	<p>The term is as follows:</p> <p>125 years from the date of this Lease</p>
LR7	Premium	£197,300.00 (One Hundred and Ninety Seven Thousand Three Hundred Pounds)

✓ 2015  
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LR8 Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9 Rights of Acquisitions, etc.	<p>LR9.1 Tenants contractual rights to renew this lease, to acquire the reversion or another lease of the property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenants covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the property	None
LR11 Easements	<p>LR11.1 Easements granted by this lease for the benefit of the property</p> <p>Second Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the property for the benefit of other property</p> <p>Third Schedule</p>
LR12 Estate rent charge burdening the property	None
LR13 Application for standard form of restriction	The Parties to this lease apply to enter the standard form of restriction against the title of the property as set out in Clause 10 of this Lease
LR14 Declaration of trust where there is more than one person comprising the Tenant/ Tenant	<p>The Tenant is more than one person. They are to hold the property on trust for themselves as joint tenants.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the property on trust for themselves as tenants in common in equal shares</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the property on trust (complete as necessary)</p>



H.M. LAND REGISTRY  
Land Registration Acts 1925 to 2002  
Housing Act 1985 (As Amended by the Housing Act 2004)  
PARTICULARS

THIS LEASE is made the 21 day of December 2015  
BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HOUNSLOW** of Civic Centre Lampton Road Hounslow TW3 4DN (hereinafter called "the Landlord") of the one part; and
- (2) **GEORGE ERNEST FRY** of 2 Garth Court Ellesmere Road Chiswick W4 4QL (hereinafter called "the Tenant") of the other part

W H E R E A S :

- (1) In this Lease unless the context otherwise requires:
- (a) "the Landlord" includes the persons or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted
  - (b) "the Tenant" includes their survivor or survivors and their successors in title and those persons deriving title under them
  - (c) "the Term" is 125 years from the date of this Lease
  - (d) "the Plan" means the plan annexed hereto showing the Premises the Building and the Flat
  - (e) "the Flat" means the parcels hereby demised as described in the First Schedule of this Lease and edged red on the Plan
  - (f) "the Building" means the building of which the Flat forms part which is hatched yellow on the Plan



- (g) "the Premises" means the Building and the outbuildings gardens and grounds thereof (if any) and any other neighbouring building for the time being managed by or on behalf of the Landlord as a single administrative unit together with the Building all of which (as at present constituted) is edged blue on the Plan
- (h) "the Services" means such of the services listed in the Seventh Schedule hereto as are at the date hereof being provided by the Landlord appurtenant to the Flat
- (i) "the 1985 Act" means the Housing Act 1985 (as amended by the Housing Act 2004) and includes any statutory amendment or re-enactment thereof for the time being in force
- (j) "the Discount" means the discount applicable to this sale calculated in accordance with the provisions of the 1985 Act as amended by Section 3 of The Housing (Right to Buy) (Limit on Discount) (England) Order 2012 namely the sum of £102,700.00
- (k) "the Service Charge attributable to the Flat" bears the meaning ascribed to it in the Sixth Schedule hereto and the estimated Service Charge attributable to the Flat during the current Financial year is £1,455.00
- (l) "Financial Year" means any year commencing 1 April and ending 31 March
- (m) Words importing only the masculine gender shall include the feminine and the singular number shall include the plural and vice versa
- (n) All references to costs fees charges expenses outgoings or other sums payable or repayable by the Tenant to the Landlord shall include value added tax or any other tax of a similar nature payable thereon where



applicable

- (2) The Landlord is registered at H.M. Land Registry as proprietor with absolute title of the freehold property comprised in the title above referred to which includes the Premises
- (3) The Landlord has previously granted or intends hereafter to grant leases of the flats in the Building other than the Flat and the Landlord has in every lease imposed and intends in every future lease to impose the restrictions set forth in the Fourth Schedule hereto to the intent that any tenant for the time being of any part of the Premises or any flat therein may be able to enforce the observance of the said restrictions by the tenants or occupiers for the time being of the other flats
- (4) Pursuant to the provisions of the 1985 Act and all other powers the Landlord has agreed with the Tenant for the grant to the Tenant of a lease of the Flat for the consideration at the rent and on the terms and conditions hereinafter appearing
- (5) If and whenever the Landlord is itself a tenant of the Premises:
  - (a) wherever consent is required under this Lease the approval of any superior landlord shall also be required to the extent required under any superior lease and any such consent shall be subject to the need for the approval of the superior landlord where appropriate;
  - (b) nothing in this Lease shall imply that the superior landlord's approval will not be unreasonably withheld;
  - (c) the rights reserved by this Lease are also reserved to any superior landlord in accordance with any superior lease and references to any right of (or covenant to permit) the Landlord to enter the Premises shall



extend to any superior landlord and to anyone authorised by it or otherwise entitled;

- (d) this Lease shall take effect subject to the rights excepted and reserved by any superior lease (which are by virtue of this provision reserved to the Landlord as well as any superior landlord);
- (e) any covenant required to be given for the benefit of the Landlord shall also be given (if required by the Landlord or any superior landlord) for the benefit of the superior landlord.

NOW THIS DEED WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the sum of One Hundred and Ninety Seven Thousand Three Hundred Pounds (£197,300.00) paid to the Landlord by the Tenant (the receipt whereof the Landlord hereby acknowledges) and of the covenant for repayment hereinafter contained and of the rent and covenants hereinafter reserved and contained on the part of the Tenant to be paid observed and performed the Landlord HEREBY DEMISES unto the Tenant ALL THAT property more particularly described in the First Schedule hereto with full title guarantee TOGETHER WITH the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned EXCEPT AND RESERVING as mentioned in the Third Schedule hereto TO HOLD the said property hereby demised unto the Tenant for the Term YIELDING AND PAYING therefore the yearly ground rent of £10 in advance on the first day of January in every year free of all deductions whatsoever the first payment thereof being a proportionate part of the said annual sum calculated from the date hereof to be made on the grant of this Lease



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- 2.(1) Pursuant to Section 155(2) of the Housing Act 1985 THAT IF within a period of five years from the date hereof there is a relevant disposal (as defined by Section 159 of the 1985 Act) ("relevant disposal") of the Flat the Tenant shall pay to the Landlord on demand a sum equal to the Discount (but subject to progressive reduction in accordance with Section 155A thereof as amended by Section 185 of the Housing Act 2004)
- (2) To give effect to the covenant in sub-clause 2.(1) the Tenant is to apply to the Land Registry for the entry of an appropriate restriction in the register of title of the Premises reflecting the limitation imposed by Section 156(3) of the Housing Act 1985 and Section 59(2) of the Land Registration Act 1925
3. The Tenant is required:
- (a) To pay all rents rates taxes assessments charges impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the said Term hereby granted be charged or imposed on the Flat or any part thereof or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat such proportion to be determined by the Landlord
  - (b) To pay for all gas electricity or other illuminant or source of power consumed in the flat and all charges for the hire of meters in respect thereof and to observe all regulations and requirements of the relevant authorities
  - (c) To pay a yearly sum equal to the aggregate amount which the Landlord

shall pay by way of annual premium (including any increased or additional premium payable by reason of any act or omission of the Tenant or other occupier for the time being of the Flat) for keeping the Flat and the Landlords fixtures and fittings insured

- (d) To the satisfaction of the Landlord to keep in good and substantial repair and condition and properly cleansed throughout the Term all fixtures and fittings in the Flat and all additions thereto including window catches door locks and similar fitments and whenever necessary (except in the case of risks to be insured by the Landlord in accordance with the provisions of this Lease)
- (e) Not to make any structural alterations or structural additions to the Flat nor to erect any new buildings thereon or remove any of the Landlord's fixtures and fittings without the previous consent in writing
- (f) To pay the Landlord all expenses (including solicitors' costs and surveyors' fees)
  - (i) incurred by the Landlord for the purpose of or incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court; and
  - (ii) incurred by the Landlord for the purpose of and incidental to the preparation and service of a Schedule of Dilapidations at the end or sooner determination of the Term hereby granted in respect of the Flat
- (g) Forthwith after service upon the Tenant of any notice affecting the Flat served by any person body or authority (other than the Landlord) to deliver a true copy thereof to the Landlord and if so required by the



Landlord to join with the Landlord in making such representations to any such person body or authority concerning any proposals affecting the Flat as the Landlord may consider desirable and to join with the Landlord in any such appeal against any order or direction affecting the Flat as the Landlord may consider desirable

- (h) Within one calendar month after every assignment transfer underletting vesting deed assent charge mortgage or devolution of the Flat or on the grant of probate of the Tenant's will or on the grant of Letters of Administration to his / her estate to produce the same to the Landlord for registration and to pay to the Landlord a fee of at least £35 plus VAT in respect of each such document or instrument so produced
- (i) Not at any time to assign part only of the Flat
- (j) At the expiration or sooner determination of the Term peaceably to surrender and yield up unto the Landlord the Flat with vacant possession together with all additions thereto and all Landlord's fixtures and fittings (if any) in good and tenantable repair and condition

4. The Tenant is required to:

- (a) Keep the Flat and every part thereof (except such parts as are affected by the Landlord's covenants in clauses 6(b) and (c) hereof) and all walls party walls sewers drainpipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition including the renewal and replacement of all worn or damaged parts and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Building other than the Flat



- (b) Paint the interior of the Flat with two coats at least of best quality paint and well and sufficiently paper and plaster the interior of the Flat and all additions and improvements thereto as are usually or ought to be painted papered and plastered and generally to decorate and redecorate the Flat in every sixth year of the Term hereby granted and in the last year of the term hereby granted (however determined)
- (c) Pay to the Landlord in every Financial year a sum on account of the Service Charge attributable to the Flat in that Financial year demanded by the Landlord in accordance with the provisions of the Sixth Schedule hereto by equal monthly instalments in advance on the first day of each month such sum to be apportionable from day to day and the first such instalment (being an apportioned part from the date hereof) to be paid on the execution of this Lease
- (d) Pay to the Landlord whenever demanded in accordance with the provisions of the Sixth Schedule hereto a sum equal to the excess of the Service Charge attributable to the Flat in any Financial Year over the sum so paid on account of the same as aforesaid such sum to be payable on demand and not to be apportionable
- (e) If at any time between the 29<sup>th</sup> October 2014 (being the date of issue by the Landlord to the Tenant of a notice under Section 125 of the Act) and the date hereof the Landlord has made any improvement affecting the Flat or the Premises or any part thereof and whenever during the Term hereby granted the Landlord shall make any such improvement upon the service of a written demand pay to the Landlord a fair proportion of the cost of the improvement based on a comparison of the rateable value of the Flat at the time or the last rateable value of the

Flat as the case may be with such rateable value of all the other dwellings comprised in the Premises and affected by the improvement

- (f) Not do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the Building and other parts of the Premises or any policy or policies of insurance in respect of the contents of any of the flats comprised in the Premises or which may cause any increased premium to be payable in respect of such policy
- (g) Permit the Landlord with or without workmen and all other person authorised by it with all necessary appliances at reasonable times and upon reasonable notice (except in emergency) during the Term to upon and inspect and examine the condition of the Flat and the Landlord may thereafter serve upon the Tenant notice in writing specifying any repairs or works necessary to be done for which the Tenant is liable hereunder and require the Tenant forthwith to execute them and if the Tenant does not within three months after service of such notice or sooner if required proceed diligently with the execution of such repairs or works then the Landlord may enter upon the Flat and execute them and the cost (including any legal or surveyors' cost of the Landlord incidental to the preparation of such aforementioned notice or of any statutory notice relating to any breach of covenant) shall be a debt due to the Landlord from the Tenant and shall be recoverable forthwith by action as if it were rent in arrear
- (h) Upon receipt of reasonable notice (except in case of emergency) permit the Landlord and the tenants of the other flats in the Building to have access to and enter upon the Flat as often as it may be reasonably

necessary for them to do so in fulfilment of their obligations or the exercise of their rights hereunder or under any covenants relating to any other flat and similar to those herein contained

- (i) Observe the restrictions and stipulations set forth in the Fourth Schedule hereto
- (j) Comply with and observe such regulations as the Landlord may from time to time make for the benefit of the owners and occupiers of the said flats and in particular but without prejudice to the foregoing to comply with the regulations set out in the Fifth Schedule hereto

5. The Tenant hereby further covenants with the Landlord:

- (a) by way of indemnity only to observe and perform the covenants and stipulations affecting the Flat or the Premises contained or referred to in this Lease
- (b) to indemnify the Landlord against any damage caused to the Flat and/or Premises or any part thereof by the Tenant or his family or visitors

6. The Landlord HEREBY COVENANTS with the Tenant as follows:

- (a) That the Tenant paying the rent hereby reserved and performing and observing the several covenants and conditions and agreements herein contained and on the Tenant's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said Term without any interruption or disturbance from or by the Landlord or any person or persons rightfully claiming under or in trust for it
- (b) That the Landlord will keep in repair improve and redecorate when necessary the structure and exterior of the Flat and the Building including the drains gutters and external pipes thereof and will make





good any defect affecting the structure And this obligation includes an obligation to rebuild or reinstate the Flat or the Building if either of them is destroyed or damaged by any of the risks against which the Landlord hereinafter covenants to insure

- (c) That the Landlord will keep in good repair and condition all other property over or in respect of which the Tenant has been granted rights under the Second Schedule hereto
- (d) That the Landlord will so far as practicable provide the Services to or in respect of the Flat and the Building at a reasonable level and will keep in repair all machinery installations and apparatus at the Premises connected with the provision of the Services Provided That the Landlord shall not be liable to the Tenant for any interruption in any of the Services caused by necessary repairs or maintenance of any such machinery installations or apparatus or the destruction thereof or damage thereto by fire water act of God or by mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or by any other circumstances beyond the Landlord's control
- (e) That the Landlord will at all times during the said Term insure and keep insured (unless vitiated in whole or in part by act or default of the Tenant) the Flat against loss or damage by fire tempest flood and such other risks (if any) as it is normal practice to insure against and the rest of the Building against flood fire and explosion in the full reinstatement value thereof together with architect's and surveyor's fees and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risk as soon as reasonably

practicable as necessary to repair rebuild or reinstate the Building or the damaged part thereof and to lay out the insurance moneys received (other than for architect's and surveyor's fees and demolition and clearance expenses) in such repair rebuilding or reinstatement and to make up any shortfall in insurance monies received in respect of the building due to insufficient cover or non cover of such risks as in normal practice to insure against

- (f) That in the event of any grant of a long lease of any flat comprised in the Building such grant shall be effected by means of a grant of a lease of the same in form similar to these presents (*mutatis mutandis*) and containing the like covenants on the part of the Tenant and exceptions and reservations and provisos as are herein contained and until such leases shall have been granted or in the event of any such leases being determined in any way the Landlord hereby covenants with the Tenant that it the Landlord will observe and perform all the restrictions and covenants in respect of such flat for the time being as from time to time as if the Landlord were a tenant thereof and as if the Tenant was the landlord
- (g) (That if so required by the Tenant) the Landlord will at the request and cost of the Tenant enforce against the Tenant of any flat comprised in the Building such covenants similar to those herein contained entered into or to be entered into by the Tenant of any flat comprised in the Building (the Tenant indemnifying the Landlord against all costs and expenses of such enforcement)
- (h) That the Landlord shall at all times during the Term hereby granted manage the Premises in a proper and reasonable manner and the

Landlord shall be entitled

- (i) To appoint if the Landlord so desires managing agents for the purpose of managing the Premises and to remunerate them properly for their services
- (ii) To employ architects surveyors solicitors accountants contractors builders gardeners and any other person firm or company properly required to be employed in connection with or for the purpose of or in relation to the Premises or any part thereof and pay them all proper fees charges salaries wages costs expenses and outgoings
- (iii) To delegate the performance of any of its obligations under this Clause or otherwise to any firm or company whose business it is to undertake such functions upon such terms and conditions and for such remuneration as the Landlord shall think fit

7. PROVIDED ALWAYS and IT IS HEREBY AGREED that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Tenant herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's covenants or the conditions herein contained

8. The following provisions apply where the Tenant consists of two or more persons:

- (a) All covenants by the Tenant are binding on all such persons jointly and



severally

- (b) All such persons hereby declare that they hold this Lease and the Term upon trust to sell the same and that they hold the net rent and profits until sale and the net proceeds of any such sale upon trust for themselves as [joint tenants][tenants in common in equal shares]

9. It is hereby certified that there is no Agreement for Lease to which this Lease give effect

10. The Chief Land Registrar must enter the following restriction in the register of title pursuant to Section 156A of the Housing Act 1985:-

"No transfer or lease of the registered estate dated before 21 December 2025 by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration unless accompanied by"

- (a) a certificate given by The Mayor and Burgesses of the London Borough of Hounslow that the transfer or lease complies with the requirements of Section 156A of the Housing Act 1985 or that the transfer or lease is an exempted disposal or is not a relevant disposal or
- (b) a certificate given by a person who confirms that he is the person in whom the reversionary interest is now vested (if that person is not the original disposing authority), and that the transfer or lease complies with the requirements of Section 156A of the Housing Act 1985 or is either an exempted disposal or is not a relevant disposal



## FIRST SCHEDULE

### The Flat

ALL THAT flat known as 2 Garth Court Ellesmere Road Chiswick W4 4QL in the London Borough of Hounslow situate on the ground floor of the Building which is shown for the purpose of identification only edged red on the Plan TOGETHER with the internal walls and the ceilings and floors of the said flat and the joists and beams on which the floors are laid but not the joists and beams to which the ceilings are attached (unless those joists and beams also support an upper floor of the said flat) AND TOGETHER with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the said flat (but no others) EXCEPT AND RESERVING from the demise the main structural parts of the Building including the roof foundations and external parts (but not the glass of the windows of the said flat nor the doors and door frames nor the internal surfaces of such of the external walls as bound the said flat) PROVIDED THAT all internal walls bounding the said flat shall be party walls severed medially and shall be used repaired and maintained accordingly



## SECOND SCHEDULE

### Rights and easements granted to the Tenant

The following rights are included in the demise and shall be exercisable for the Term hereby granted by the Tenant and all persons authorised by him at all reasonable times and for all purposes connected with the proper use and enjoyment of the Flat hereunder in common with all other persons entitled to exercise like rights PROVIDED THAT (1) all the said rights are conditional upon due observance by the Tenant of all his covenants and obligations contained in this Lease (2) no other rights shall be included by implication

1. The right to go pass and repass over and along all such parts of the Building and the Premises as afford access to the Flat for the purposes only of access to and egress from the same
2. The right to use the recreation areas and gardens (if any) comprised in the Premises
3. The right to park or permit any vehicle to be parked within the Premises which can only be parked in a space designated by the Landlord
4. The right to use the refuse chute on the landing of the Building adjacent to the entrance to the Flat (if any) and the drying area (if any)
5. The right to use the laundry room in the Building (if any) for washing clothes and linen
6. All Rights of support and other easements and all quasi-easements rights and privileges now enjoyed or intended to be enjoyed with the Flat
7. The free and uninterrupted passage and running of water soil gas and electricity from and to the Flat through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be in under





or passing through the Premises or any part thereof

8. The right at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the Premises so far as may be necessary for the purpose of complying with any of the Tenant's obligations herein causing as little disturbance as possible and making good any damage caused
9. The benefit of the covenants and restrictions contained in the Leases of the other flats comprised in the Premises granted or to be granted so far as they are intended to benefit the Flat
10. The right to connect a television set in the Flat with an aerial erected by or on behalf of the Landlord Provided That nothing herein contained shall oblige the Landlord to erect any such aerial
11. The right to use the passenger lift in the Building (if any) for access to the Flat

### THIRD SCHEDULE

#### Rights and easements reserved to the Landlord

Without prejudice to any rights reserved by statute or otherwise the following rights are reserved out of the demise to the Landlord and those deriving title under the Landlord appurtenant to the Building and the Premises and each and every part thereof capable of benefiting therefrom:

1. All rights of support and other easements and all quasi-easements rights and privileges now enjoyed or intended to be enjoyed by any other part of the Building or the Premises over or in respect of the Flat
2. The right for the Landlord and those deriving title under it (including tenants of any other flat in the Building) with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the Flat so far as may be necessary for the purpose of complying with any of their obligations or exercising any of their rights herein or otherwise affecting any part of the Building or the Premises causing as little disturbance as possible and making good any damage caused
3. The right for the Landlord with servants workmen agents contractors and others at all reasonable times on notice to enter upon the Flat for the purpose of effecting structural repairs to the Flat any adjoining or neighbouring flats or any part or parts of the Building causing as little disturbance as possible and making good any damage caused thereby
4. The right to rebuild reconstruct build on or otherwise develop any part of the Premises other than the Flat or any of the neighbouring or adjoining land in such manner as the Landlord shall think fit notwithstanding any interference thereby occasioned to the access of light or air to the Flat to the intent that the



Tenant shall be deemed to enjoy the access and use of light and air to the property with the consent and by the leave and licence of the Landlord and shall not by the enjoyment thereof acquire any absolute or indefeasible or other right thereto from and over the Premises or the said adjoining or neighbouring land nor acquire any right to restrain impede or control the erection of any building or the alteration of or reconstruction of any building upon the Premises or such neighbouring or adjoining land as aforesaid or to damages in consequence of or arising from such operations or user

5. The right for the Landlord with servants workmen agents and contractors to enter upon the Flat for the purpose of installing and the right to install and connect a separately metered supply of hot water for the working of a central heating and domestic water installation
6. The right to sell lease or otherwise deal with any of the adjoining or neighbouring land free from any restrictions as to the user thereof or otherwise as the Landlord may decide and subject to the right to release waive or modify either wholly or in part all or any stipulations or regulations imposed upon any of the said adjoining or neighbouring lands and so that the Landlord shall not be bound to impose or enforce any such stipulations or regulations as aforesaid
7. Any right to the benefit of any covenants or other restrictions and stipulations which may heretobefore have been or may hereafter be imposed by the Landlord on the sale of any adjoining or neighbouring land



## FOURTH SCHEDULE

### Restrictions and Stipulations

1. Not to use or permit the Flat to be used for any purpose other than as a private self-contained residential flat in single occupation
2. Not to do or keep or permit to be done or kept in the Flat any act or thing which may be or become a nuisance or an annoyance or cause inconvenience to the Landlord the tenants and occupiers of other flats in the Premises or the owners and occupiers of any neighbouring property or which may tend to lessen or depreciate the value of the Premises or any part of them or any other property in the neighbourhood and not to keep or permit to be kept on the Flat any cat or dog
3. No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Flat or so as to be visible from outside the Flat
4. No external wireless or television aerial shall be erected
5. Not to keep or permit to be kept in the flat for heating cooking or lighting purposes any substances of a volatile or inflammable nature in particular but without prejudice to the generality of the foregoing petrol paraffin and liquefied petroleum gas



## FIFTH SCHEDULE

### Regulations

1. Not to beat or shake carpets rugs or mats nor hang out washing on or over landings staircases balconies or corridors or from any window of the Flat nor in the garden or forecourt
2. To keep clean and tidy such part of the landings staircases balconies and corridors as may be specified by the Landlord from time to time
3. Not to obstruct the landings staircases balconies corridors or lifts and not to park any vehicle within the Premises except in the parking areas designated on the Plan
4. To use the laundry room only in accordance with the rota from time to time in force
5. To provide and maintain a dustbin for use in connection with the Flat and comply with the arrangements for collection of refuse made by the Landlord and not to use the refuse chute, if any between the hours of 7.30pm and 7.00am
6. Not to and to ensure that no occupier of the Flat does
  - (a) park a commercial vehicle on any highway or road on a Landlord estate nor
  - (b) park any mechanically propelled vehicle or caravan on any access or estate road courtyard verge or upon any land owned by the Landlord not set aside for parking purposes or (except with the Landlord's written consent which may be given subject to conditions) in the garden of any Landlord property
  - (c) park any vehicle or obstruct by other means any shared path or driveway



## SIXTH SCHEDULE

### Service Charge

#### Part I

The Service Charge attributable to the Flat for the Financial Year shall be a proportionate part of the costs or estimated costs (including overheads) incurred or to be incurred in that year by or on behalf of the Landlord in connection with the provision of services repairs maintenance or the Landlord's costs of management and including:-

- (a) the costs of complying with the Landlord's covenant in clauses 6(b) and (c) of this Lease and with any similar obligations affecting any part of the Premises
- (b) all costs of complying with the Landlord's covenant in clause 6(d) of this Lease and with any similar obligation affecting any part of the Premises including the costs of all fuel power machinery equipment and materials supplied or used in the provision of the Services
- (c) the administrative costs of managing the Premises including the costs of employing and paying professional men agents contractors or employees in and about the performance of any of the said covenants
- (d) the costs of providing a reasonable reserve to finance future capital costs falling within sub-paragraphs (a) (b) and (c) hereof
- (e) costs falling within sub-paragraphs (a) (b) and (c) hereof incurred between the 29<sup>th</sup> October 2014 (being the date of issue by the Landlord to the Tenant of a Notice under Section 125 of the Act) and the date hereof

#### Part II

1. The Landlord shall annually serve on the Tenant before the first date for payment thereof on or any part thereof a written demand signed by the Borough Treasurer for a sum representing the Landlord's estimate of the





Service Charge attributable to the Flat in that Financial Year Provided That during the Financial Year ending on 31 March 2015 the sum so estimated shall be deemed to have been £1,455.00 which shall be payable as hereinbefore provided without the need for any demand

2. After the end of each Financial Year:

- (a) if the sum demanded under paragraph 1 hereof proves to be less than the Service Charge attributable to the Flat in that Financial Year the Landlord may serve a written demand on the Tenant signed by the Borough Treasurer for a sum equal to the deficiency
- (b) if the sum demanded under paragraph 1 hereof proves to exceed the Service Charge attributable to the Flat in that Financial Year the Landlord shall credit the surplus against the next demand under the said paragraph

3. Time shall not be of the essence of the provisions of this Schedule and if on any date for payment of the Service Charge attributable to the Flat no written demand has been served hereunder the Tenant shall be bound to make a payment at the rate applicable under the last estimated demand and upon the demand being subsequently served any deficiency or surplus shall be payable or repayable immediately

## SEVENTH SCHEDULE

### The Services

1. The supply of the following facilities elsewhere in the Building or at the Premises:

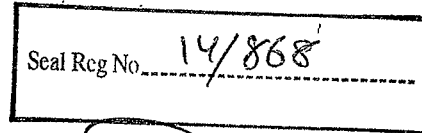
- (a) lift
- (b) covered space available for pram storage
- (c) lighting cleaning and maintenance of all internal parts of the Building used in common with other occupants
- (d) cleaning of exterior of the Building
- (e) lighting cleaning and maintenance of all recreation areas gardens and other external parts of the Premises used in common with other occupants
- (f) door entry system
- (g) refuse chute
- (h) laundry room

2. The employment of gardeners caretakers porters cleaners and any other persons necessary for the continued supply of any of the said services



IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Tenant has hereunto set his hand and seal the day and year first before written

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



Mayor

Head of Corporate Governance

SIGNED AS A DEED  
By GEORGE ERNEST FRY

in the presence of:-

Name:

Address:

Description or occupation:

)

)

ANNE V. HARGREAVES

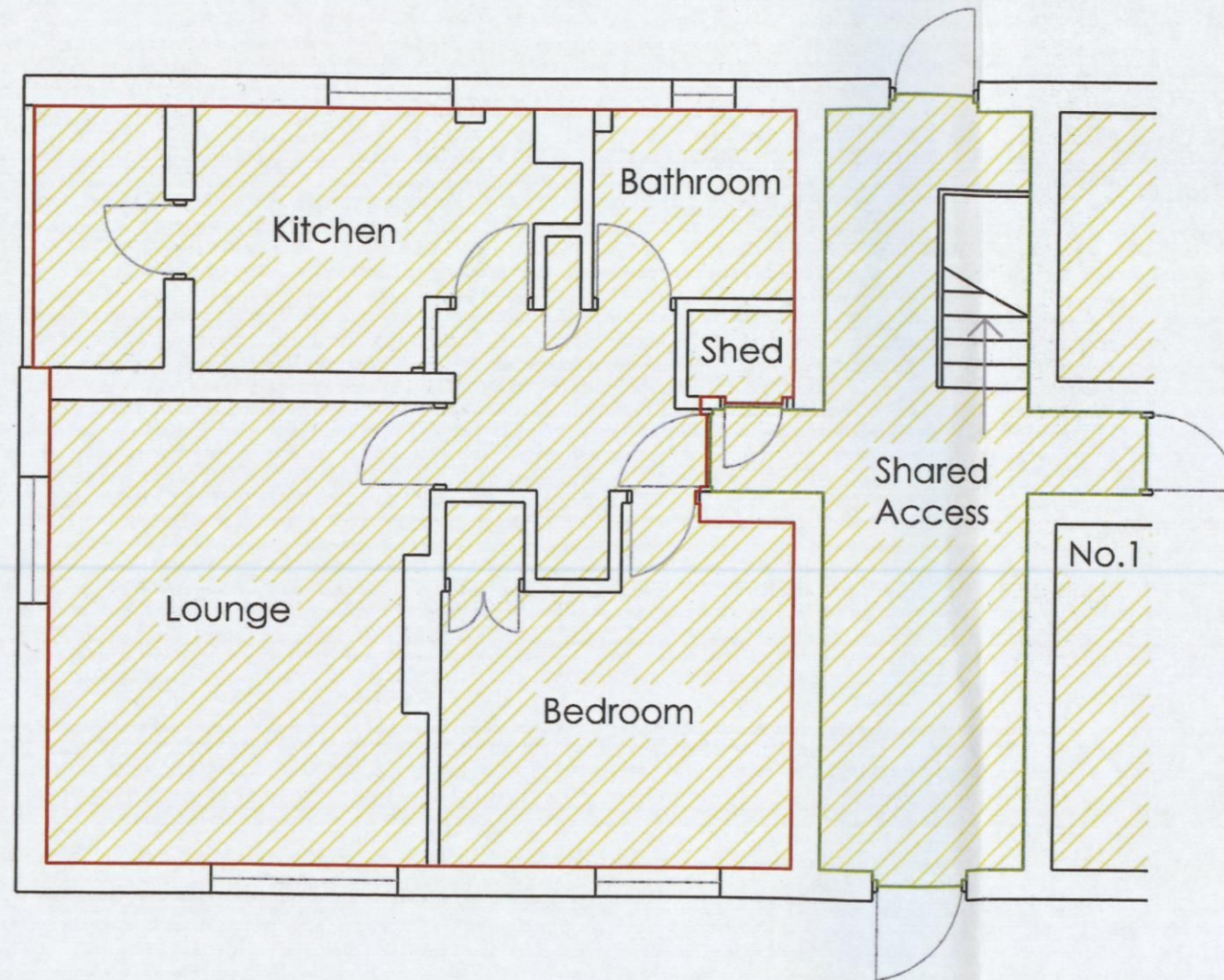
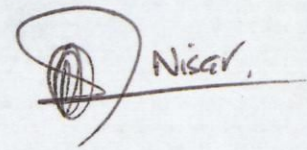
7 GARTH ROAD  
CHISWICK, LONDON W4 4QW

PROPERTY MANAGEMENT



WATER

Caroline Fata



Ground Floor Level



COLOUR

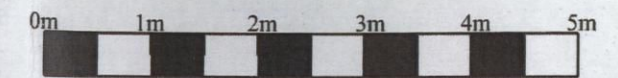
Orientation:



Key:

- Indicates the Flat No.2
- Indicates shared access
- Indicates the Building 1-6

Scale:



Project:

2 Garth Court, Ellesmere Road,  
Chiswick, W4 4QL

Title:

*cc*

Leasehold Plans



**Dunphys**

CHARTERED SURVEYORS est. 1908

**RICS**

YORK HOUSE, MONTAGUE ROAD, HOUNSLOW, TW3 1JZ  
e-mail [surveyors@dunphys.co.uk](mailto:surveyors@dunphys.co.uk) Tel: 020 8577 5172

Checked:

HB

Scale:

1:100

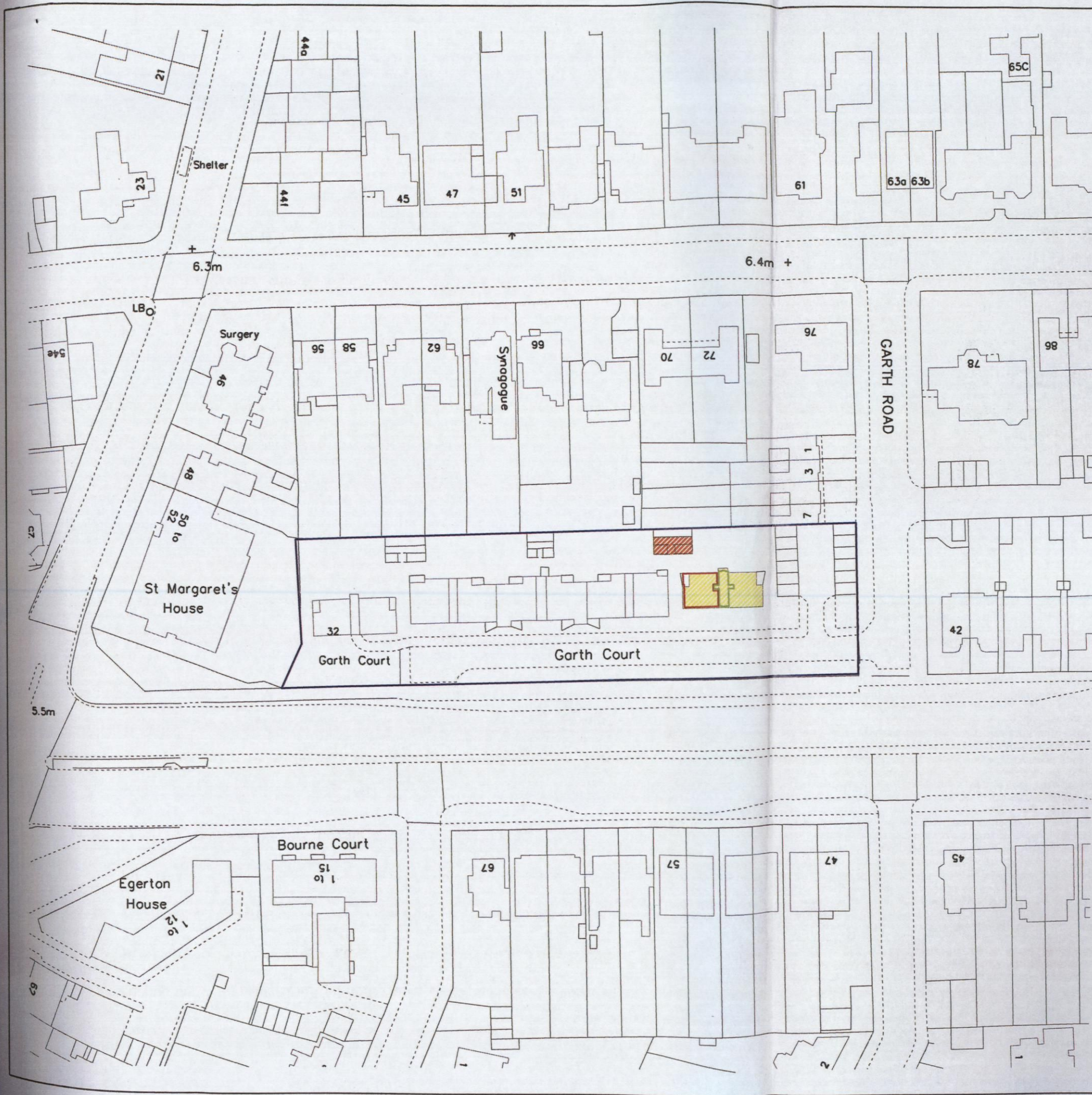
Drawn:

CC

Date:

Aug 15





Orientation:



- Key:
- Indicates Flat No.2
  - Indicates Shared Access
  - Indicates the Building 1-6
  - Indicates the Bin Store
  - Indicates the Premises

Notes :

Project :

2 Garth Court, Ellesmere Road,  
Chiswick, W4 4QL

Title :

*aa* *Q Nisar*  
MAYOR

Estate Plans



*Carole Eaton*



**Dunphys**  
CHARTERED SURVEYORS est. 1908

**RICS**

YORK HOUSE, MONTAGUE ROAD, HOUNSLOW, TW3 1JZ  
e-mail surveyors@dunphys.co.uk Tel: 020 8577 5172

Checked:  
HB

Scale:  
1:1250

Drawn:  
CC

Date:  
Aug 15