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You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

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Jm Pro42001026
D.O. 10.10.97.

DATED

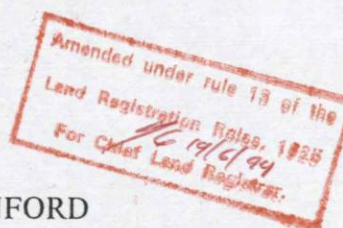
25th January

1998⁹

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HOUNSLOW

- and -

DAWNETTE LEONIE
DAWN E. RAINFORD



COLOUR

L E A S E

of premises at
11 Garth Court
Ellesmere Road
Chiswick
W4 4QL

in the London Borough of Hounslow

Second floor flat

I Certify This To Be A True
And Accurate Copy Of The
Original
Howes Percival Solicitors
Signed.....
Dated 21/5/99

M.J. Smith
Borough Solicitor
Civic Centre
Lampton Road
HOUNSLOW
TW3 4DN

BSI 0424



H.M. LAND REGISTRY
Land Registration Acts 1925 to 1997

London Borough : Hounslow
Title Number : MX 347902
Property : Freehold land being land on the north side of
Ellesmere Road Chiswick

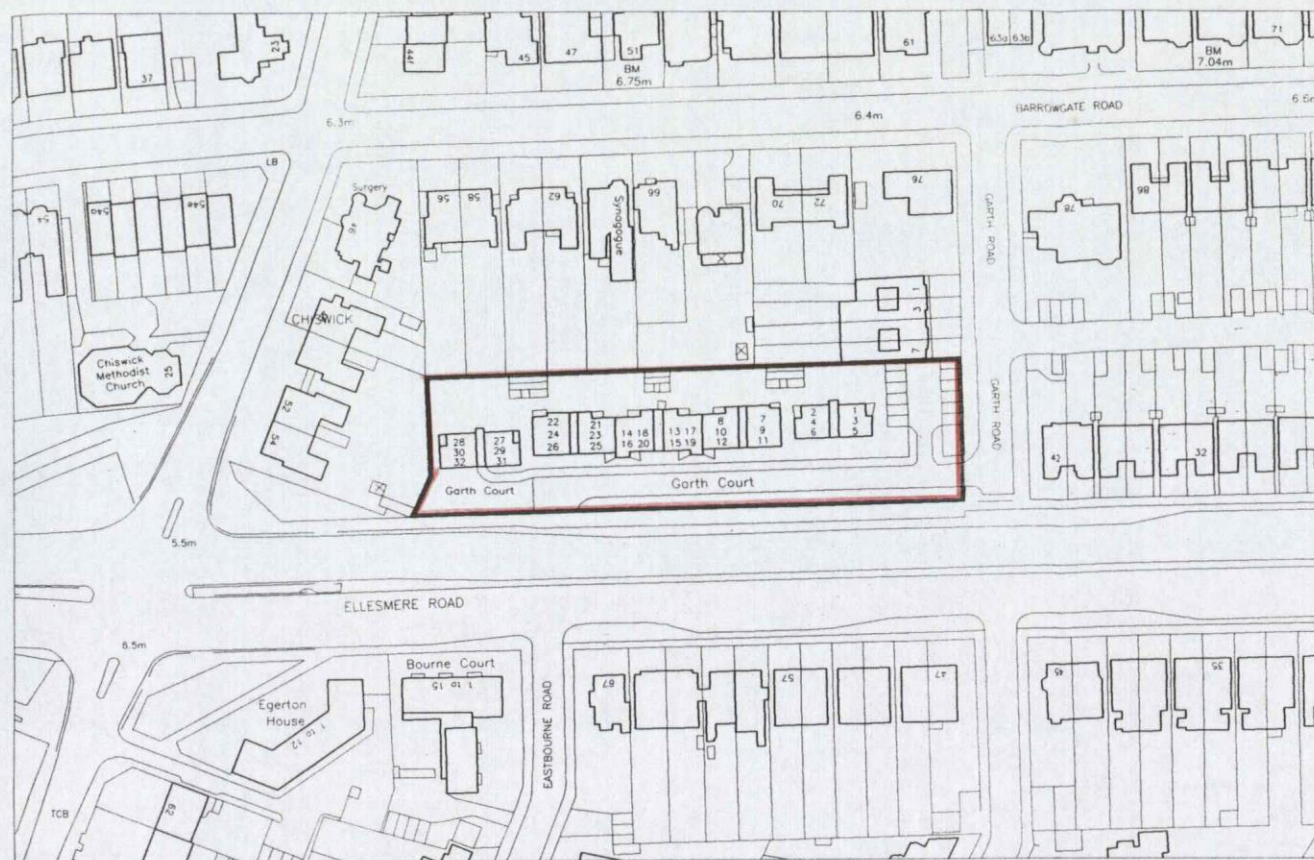


THIS LEASE is made the 25th day of January 1999 BETWEEN THE
MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HOUNSLOW
of Civic Centre Lampton Road Hounslow TW3 4DN (hereinafter called "the
Council") of the one part and ^{DAWNETTE EONIE} ~~DAWN~~ L RAINFORD of 11 Garth Court
Ellesmere Road Chiswick W4 4QL (hereinafter called "the Lessee") of the other
part

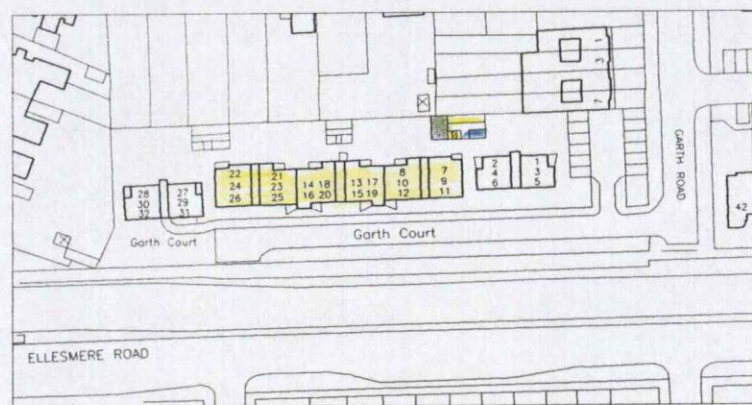
W H E R E A S :

- (1) In this Lease unless the context otherwise requires:
 - (a) "The Council" 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 Lessee" includes their survivor or survivors and their successors in title and those persons deriving title under them
 - (c) "the Plan" means the plan annexed hereto showing the Premises the Building and the Flat
 - (d) "the Flat" means the parcels hereby demised
 - (e) "the Building" means the building of which the Flat forms part which is coloured yellow on the Plan
 - (f) "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 Council as a single administrative unit





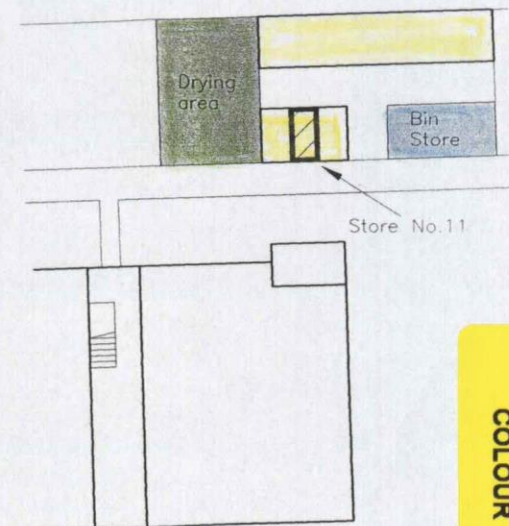
Management area N.T.S.



Scale 1:1250



2nd Floor Plan



Ground Floor Plan
Scale 1:1250

LONDON BOROUGH OF HOUNSLOW	
11, GARTH COURT, ELLESMERE ROAD, CHISWICK.	
Based upon (or reproduced from) the Ordnance Survey Map with the sanction of the Controller of HM Stationery Office	
DRAWING No. 15212	DATE. 14/4/98
London Borough of Hounslow Technical Services, Housing Chris Langstaff Director of Housing St. Catherine's House, 2 Hanworth Road, Feltham, Middlesex. TW13 5AB tel.0181-862 6850	



together with the Building all of which (as at present constituted) are edged red on the Plan

(g) "the Services" means such of the services listed in the Seventh Schedule hereto as are at the date hereof being provided by the Council appurtenant to the Flat

(h) "the 1985 Act" means the Housing Act 1985 and includes any statutory amendment or re-enactment thereof for the time being in force

(i) "the Discount" means the discount applicable to this sale calculated in accordance with the provisions of the 1985 Act as amended by Section 2 of the Housing and Planning Act 1986 namely the sum of £50,000

(j) "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 £296.28

(k) "Financial year" means any year commencing 1 April and ending 31 March

(l) Words importing only the masculine gender shall include the feminine and the singular number shall include the plural and vice versa

(m) All references to costs fees charges expenses outgoings or other sums payable or repayable by the Lessee to the Council shall include value added tax or any other tax of a similar nature payable thereon where applicable

(2) The Council 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 Council has previously granted or intends hereafter to grant leases of the flats in the Building other than the Flat and the Council 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 lessee 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 lessees or occupiers for the time being of the other flats

(4) Pursuant to the provisions of the 1985 Act and all other powers the Council has agreed with the Lessee for the grant to the Lessee of a lease of the Flat for the consideration at the rent and on the terms and conditions hereinafter appearing NOW THIS DEED WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the sum of Twenty two thousand pounds (£22,000) paid to the Council by the Lessee (the receipt whereof the Council 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 Lessee to be paid observed and performed the Council HEREBY DEMISES unto the Lessee 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 Lessee from the 16th day of September 1985 for the term of 125 years YIELDING AND PAYING therefor the yearly 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

2.(1) Pursuant to Section 155(2) of the 1985 Act as amended by the Housing and Planning Act 1986 the Lessee hereby covenants with the Council that if within 3 years of the date hereof there is a disposal of the Flat falling within Section 159 thereof the Lessee their successors in title and those deriving title under them will pay to the Council on demand a sum equal to the Discount (but subject to progressive reduction in accordance with Section 155 thereof as amended by the Housing and Planning Act 1986)

(2) To give effect to the covenant in sub-clause (1) hereof the Council hereby applies to the Chief Land Registrar to which application the Lessee hereby consents

for the entry on the Register of the said covenant pursuant to Section 156(3) of the Housing Act 1985 and Section 59(2) of the Land Registration Act 1925

3. The Lessee HEREBY COVENANTS with the Council as follows:

- (a) To pay the said rent during the said term at the times and in the manner aforesaid without any deduction;
- (b) To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed 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 Council
- (c) To pay a yearly sum equal to the aggregate amount which the Council shall pay by way of annual premium (including any increased or additional premium payable by reason of any act or omission of the Lessee or other occupier for the time being of the Flat) for keeping the Flat and the landlords fixtures and fittings insured pursuant to the covenant contained in Clause 5(e) hereof
- (d) 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
- (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 of the Council
- (f) To pay all costs charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Council (a) 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 forfeiture may be avoided otherwise than

by relief granted by the Court and (b) 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 Lessee of any notice affecting the Flat served by any person body or authority (other than the Council) to deliver a true copy thereof to the Council and if so required by the Council to join with the Council in making such representations to any such person body or authority concerning any proposals affecting the Flat as the Council may consider desirable and to join with the Council in any such appeal against any order or direction affecting the Flat as the Council may consider desirable

(h) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Council's Director of Administration and Support Services notice of every transfer of this lease or mortgage or legal charge of this Lease of the Flat or any part thereof and also every underlease of the Flat or any part thereof for substantially the whole of the unexpired term and every assignment of such underlease and also every probate letters of administration order of the Court or other instrument effecting or evidencing a devolution of title as regards the said term or any such underlease as aforesaid for the purpose of registration and for such registration to pay to the Council a fee of £10 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 said term peaceably to surrender and yield up to the Council all and singular the Flat together with all additions thereto and all landlord's fixtures and fittings (if any) in good and tenantable repair and condition

4. The Lessee HEREBY COVENANTS with the Council and with the Lessees of the other flats comprised in the Premises that the Lessee and the persons deriving title under him will at all times hereafter:

(a) Keep the Flat and every part thereof (except such parts as are affected by the Council's covenants in clauses 5(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 Council in every Financial year a sum on account of the Service Charge attributable to the Flat in that Financial year demanded by the Council 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 Council 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

(c) If at any time between the 10 day of October 1997 (being the date of issue by the Council to the Lessee of a Notice under Section 125 of the Act) and the date hereof the Council has made any improvement affecting the Flat or the Premises or any part thereof and whenever during the term hereby granted the Council shall make any such improvement upon the service of a written demand pay to the Council 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 Council and others authorised by the Council with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the Flat or any part thereof and the Council may thereafter serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within 3 months thereafter proceed diligently with the execution of those repairs or works then the Council may enter upon the Flat and execute them and the cost (including any legal or surveyors' cost of the Council 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 Council from the Lessee and shall be recoverable forthwith by action

(h) Upon receipt of reasonable notice (except in case of emergency) permit the Council and the Lessees 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 Council 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 Council HEREBY COVENANTS with the Lessee as follows:

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

(b) That the Council will keep in repair 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 Council hereinafter covenants to insure

(c) That the Council will keep in good repair and condition all other property over or in respect of which the Lessee has been granted rights under the Second Schedule hereto

(d) That the Council 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 Council shall not be liable to the Lessee 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 Council's control

(e) That the Council 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 Lessee) 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 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 Lessee 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 Council hereby covenants with the Lessee that it the Council 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 Council were a tenant thereof and as if the Lessee was the landlord

(g) (That if so required by the Lessee) the Council will at the request and cost of the Lessee enforce against the Lessee of any flat comprised in the Building such covenants similar to those herein contained entered into or to be entered into by the lessee of any flat comprised in the Building (the Lessee indemnifying the Council against all costs and expenses of such enforcement)

(h) That the Council shall at all times during the term hereby granted manage the Premises in a proper and reasonable manner and the Council shall be entitled

(i) To appoint if the Council 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 Council shall think fit

6. 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 Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Council 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 Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained

7. The following provisions apply where the Lessee consists of two or more persons:

- (a) All covenants by the Lessee are binding on all such persons jointly and severally
- (b) All such persons hereby declare that they hold this Lease and the term hereby granted 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]

8. The Lessee hereby further covenants with the Council:

- (a) by way of indemnity only to observe and perform the covenants and stipulations affecting the Flat or the Premises contained or referred to by the instruments (if any) listed in the Eighth Schedule hereto so far only as they are still subsisting and capable of taking effect and to indemnify the Council against all proceedings actions costs claims and demands in respect thereof so far as aforesaid
- (b) to indemnify the Council against any damage caused to the Premises or any part thereof by the Lessee or his family or visitors

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration other than rent exceeds £60,000

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

IN WITNESS whereof the Council has caused its 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

The Flat

ALL THAT flat known as 11 Garth Court in the London Borough of Hounslow situate on the second floor of the Building which is shown for the purpose of identification only coloured yellow and hatched black 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) AND 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 Lessee

The following rights are included in the demise and shall be exercisable for the term hereby granted by the Lessee 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 Lessee 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 use the part (if any) of the Premises coloured green on the Plan for the purpose of drying clothes
 4. The right to use the part of the Premises coloured blue on the Plan for keeping refuse in one closed receptacle to be provided by the Lessee
 5. All Rights of support and other easements and all quasi-easements rights and privileges now enjoyed or intended to be enjoyed with the Flat
 6. 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
 7. 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 Lessee's obligations herein causing as little disturbance as possible and making good any damage caused
 8. 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
 9. The right to connect a television set in the Flat with an aerial erected by or on behalf of the Council Provided That nothing herein contained shall oblige the Council to erect any such aerial

THIRD SCHEDULE

Rights and easements reserved to the Council

Without prejudice to any rights reserved by statute or otherwise the following rights are reserved out of the demise to the Council and those deriving title under the Council 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 Council and those deriving title under it (including lessees 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 Council 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 Council shall think fit notwithstanding any interference thereby occasioned to the access of light or air to the Flat to the intent that the Lessee and his successors in title 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 Council 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 Council 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 Council 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 Council 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 heretofore have been or may hereafter be imposed by the Council 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 Council the lessees 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
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

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 Council 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 provide and maintain a dustbin for use in connection with the Flat and comply with the arrangements for collection of refuse made by the Council
5. Not to and to ensure that no occupier of the Flat does
 - (a) park a commercial vehicle on any highway or road on a Council 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 Council not set aside for parking purposes or (except with the Council's written consent which may be given subject to conditions) in the garden of any Council 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 Council in connection with the provision of services repairs maintenance or the Council's costs of management and including:-

- (a) the costs of complying with the Council's covenant in clauses 5(b) and (c) of this Lease and with any similar obligations affecting any part of

the Premises

(b) all costs of complying with the Council's covenant in clause 5(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 10 day of October 1997 (being the date of issue by the Council to the Lessee of a Notice under Section 125 of the Act) and the date hereof

Part II

1. The Council shall annually serve on the Lessee 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 Council's estimate of the Service Charge attributable to the Flat in that Financial Year Provided That during the Financial Year ending on 31 March 199 the sum so estimated shall be deemed to have been £296.28 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 Council may serve a written demand on the Lessee 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 Council 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 Lessee 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) covered space available for pram storage
 - (b) lighting cleaning and maintenance of all internal parts of the Building used in common with other occupants
 - (c) cleaning of exterior of the Building
 - (d) lighting cleaning and maintenance of all recreation areas gardens and other external parts of the Premises used in common with other occupants
 - (e) door entry system
2. The employment of gardeners caretakers porters cleaners and any other persons necessary for the continued supply of any of the said services

EIGHTH SCHEDULE

All those matters referred to in the Charges Register of Title Number MX 347902 insofar as the same still subsist and are capable of affecting the property.

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


Mayor


Borough Solicitor