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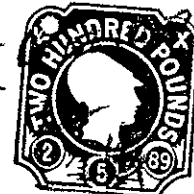
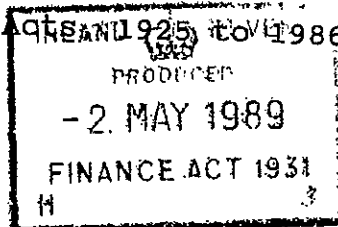
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we hereby certify this to be a  
true copy of the original James & Charles Ltd  
H.M. LAND REGISTRY

Land Registration Act 1925 to 1986

London Borough : Hounslow  
Title Number : MX347902  
Property : Freehold land on the North side of  
Ellesmere Road



THIS LEASE is made the Tenth day of  
April 1989 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 JILL ROSEMARY POTTER of  
23 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 the successors in title of the Lessee
  - (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 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 £31,240

(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 £101.49

(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) The Premises are subject to the structural defects listed in Part III of the Sixth Schedule hereto and the Lessee acknowledges that he has been notified of their existence

(5) 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 THIRTY NINE THOUSAND SEVEN HUNDRED AND SIXTY POUNDS (£39,760) 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 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 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 and not to alter add to disconnect or interfere with any of the circuits installed within the Flat or to install any independent or additional circuit in the Flat for heating or for the supply of hot water

(f) To use the supply of heat and hot water for domestic purposes only and confined to the needs of the Lessee's own household and not waste or misuse the supply of heat and hot water

(g) That any works of maintenance and repair in connection with the heating circuits and the pipes which are within the Flat and shall remain the property of the Council made necessary in order to repair any damage done by the Lessee or his family servants agents or invitees whether deliberately or accidentally shall be carried out by the Council and the Lessee shall pay the cost thereof to be recoverable by the Council as a civil debt and all requests for such maintenance and repair shall be made by the Lessee in writing and addressed to the Director of Housing at the Civic Centre Lampton Road Hounslow Middlesex TW3 4DN

(h) To inform the Director of Housing of any want of repair or damage to the heating circuits and pipes which are within the premises and belong to the Council

(i) 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

(j) 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

(k) 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 Chief Executive 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 document or instrument so produced

(l) Not at any time to assign part only of the Flat

(m) 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 hereinafter:

(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 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 of 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 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

(e) If and whenever the Council shall make any improvement affecting the Flat or the Premises or any part thereof 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 with the rateable value of all 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) Accept the supply of heat and water (if any) presently supplied to the Flat or which may in the future be supplied thereto by the Council
- (j) Observe the restrictions and stipulations set forth in the Fourth Schedule hereto
- (k) 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 (1) 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 and (2) the Council may in their absolute discretion on reasonable notice cease to supply heating or hot water to the Flat should they decide that the cost of providing heating and hot water to the Flat and other Flats in the building and other premises served by the same boiler is uneconomic

(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 £

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 23 Garth Court situate on the first 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 TOGETHER with the garden (if any) shown hatched green on the Plan 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

COLOUR



walls as bound the said flat) and all property and rights in the pipes running through the said flat and installed for the purpose of providing for the said Flat and for other flats in the Building and other adjoining or neighbouring property a supply of heating and hot water up to and including but not extending beyond the stop valve on the mains supplying the 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 such parts (if any) of the Premises as are coloured brown on the Plan for the parking of private

motor cars and motor cycles only (but not for the purpose of recreation or for any other purpose)

4. The right to use the part (if any) of the Premises coloured green on the Plan for the purpose of drying clothes

5. 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

6. The right to use the laundry room in the Building (if any) for washing clothes and linen

7. All Rights of support and other easements and all quasi-easements rights and privileges now enjoyed or intended to be enjoyed with the Flat

8. 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

9. 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

10. 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

11. 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

12. 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 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 and the right for the Council at all times upon first giving reasonable notice to the Lessee with servants workmen and others to enter on the property for the purpose of removing in the circumstances described in the second proviso to clause 5(d) hereof the pipes or any of them reserved out of the demise as described in the First



Schedule hereto causing as little disturbance as possible and making good any damage caused or for the purpose of shutting off the supply of heat and hot water to the Flat in such event or for the purpose of inspecting or executing any repairs to the heating and hot water circuits or to alter or renew such circuits

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 instal 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 heretobefore 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 on 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 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 Council

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 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 Provided That the costs of making good structural defects in any part of the Building shall be included only if either:

(i) the defect is identified in Part III of this Schedule or

(ii) the Council did not become aware of the defect during the next 10 years after the execution of this Lease

(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

## 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 19 the sum so estimated shall be deemed to have been £101.49 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

### Part III

#### Structural Defects

Structural Cracks; Ceiling, Wall and Lintel (internal)

### SEVENTH SCHEDULE

#### The Services

1. The supply of the following facilities to or at the Flat:

- (a) hot water
- (b) central heating

2. 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



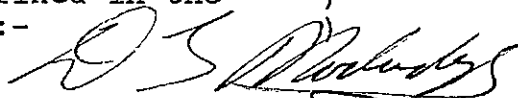
the Premises used in common with other occupants

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

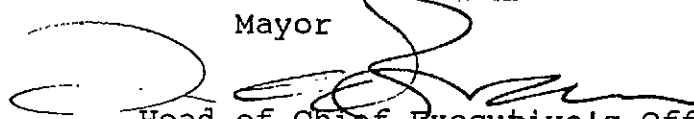
EIGHTH SCHEDULE

All those matters referred to in the Charges Register of Title Number MX347902 insofar as the same still subsist and are capable of affecting the property

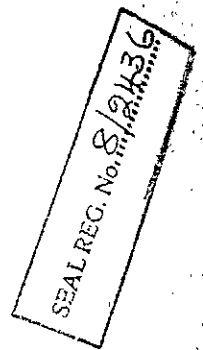
THE COMMON SEAL OF THE MAYOR)  
AND BURGESSES OF THE LONDON )  
BOROUGH OF HOUNSLOW was )  
hereunto affixed in the )  
presence of:-



Mayor



Head of Chief Executive's Office



DATED

10<sup>th</sup>

April

1989

THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HOUNSLOW

- and -

JILL ROSEMARY POTTER

---

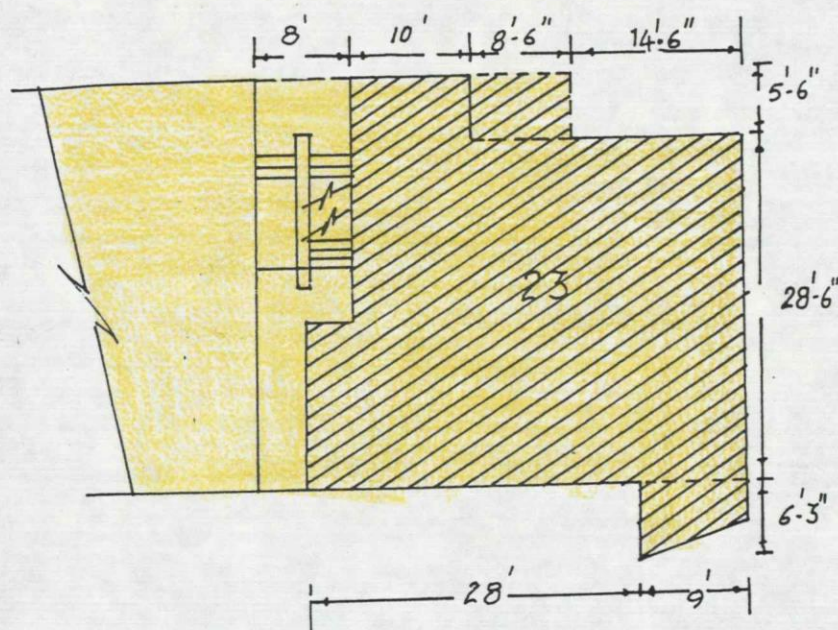
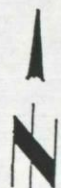
L E A S E

23 Garth Court Ellesmere Road  
Chiswick W4 4QL

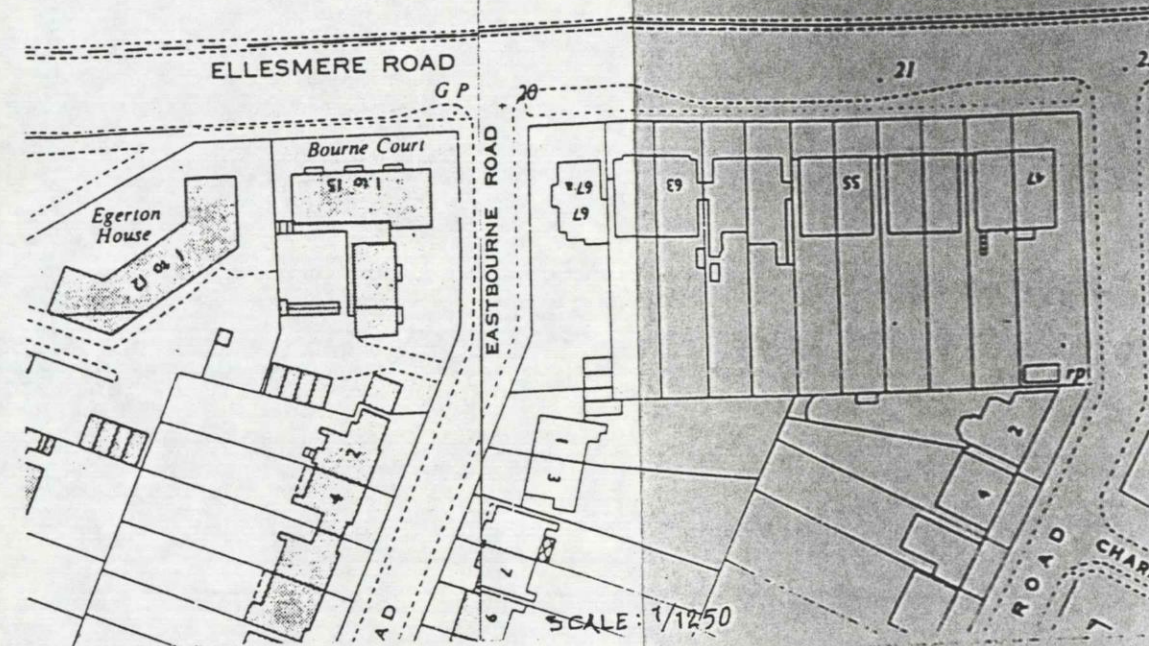
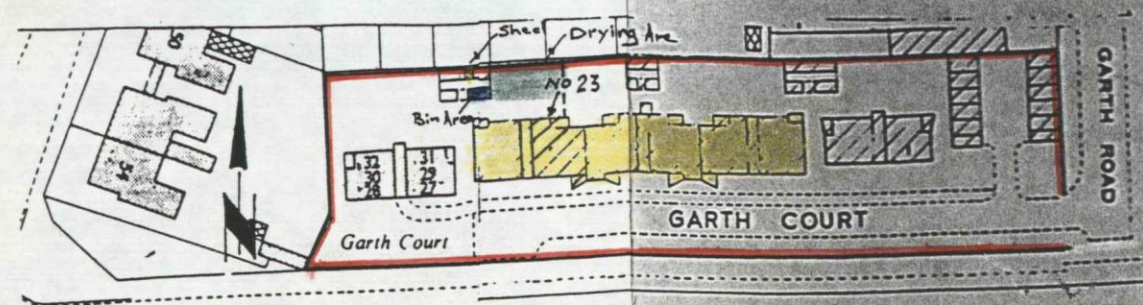
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M.J. Smith  
Borough Solicitor  
Civic Centre  
Lampton Road  
HOUNSLOW  
TW3 4DN  
IB/47113  
240.LEA (50)





23 Garth Court  
(1<sup>st</sup> Floor Flat)



This plan is referred  
to in document sealed  
under S/R No. 8/2436

Head of Chief Executive's Office

LONDON BOROUGH OF HOUNSLOW

23 Garth Court, Chiswick.

BASED UPON (OR REPRODUCED FROM) THE ORDNANCE SURVEY  
MAP WITH THE SANCTION OF THE CONTROLLER OF H.M.  
STATIONERY OFFICE

DRAWING No. 8009

SCALE: 1/16 = 1'-0"  
Approx measurements only

M. E. WILLIAMSON. F.R.I.C.S.  
BOROUGH VALUER  
THE CIVIC CENTRE, LAMPTON ROAD.  
HOUNSLOW, MIDDXX

COLOUR