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**LEASE**

**BETWEEN**

**DARREN JAGDEES LAWLA SINGH**  
(Lessor)

&

**SARAH JANE TAYLOR**  
(Lessee)

WE HEREBY CERTIFY THIS TO  
BE A TRUE COPY OF THE  
ORIGINAL BROWNS

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*Browns*

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Ref: LM/SIN/0423

**PARTICULARS**

**H. M. LAND REGISTRY**

**LAND REGISTRATION ACTS**

London Borough : Lambeth

Title No : SGL316568

Date of Lease : 24 MARCH 2006

1. Landlord : DARREN JAGDEES LAWLA SINGH of 100 Woodmere Avenue, Shirley, Croydon CR0 7PF

2. Tenant : SARAH JANE TAYLOR of Flat 3, Herne Hill Mansions, Herne Hill, London SE24 9QN

3. Demised Premises : "All that flat on the second floor shown edged red on the plan annexed hereto and further described in the First Schedule hereto".

4. Premium : One Hundred and Thirty Thousand Pounds – (£130,000.00)

5. The Building : 17 Lansdowne Hill, London SE27 0LP registered under the above title number

6. Annual rent : £150 (one hundred and fifty pounds) during the first twenty five years of the Term, £300 (three hundred pounds) during the next twenty five years of the Term, £600 (six hundred pounds) during the next twenty five years of the Term, and £1,200 (one thousand two hundred pounds) during the remainder of the Term
7. Term : Ninety Nine years from 13<sup>th</sup> June 2005
8. Service Charge percentage : 33% (Thirty three per cent) of the total expenditure incurred by the landlord in carrying out their obligations as referred to in clause 5

THIS LEASE is made on the date stated in the particulars BETWEEN the Landlord specified in Paragraph 1 of the Particulars (hereinafter called "the Landlord" of the One Part and the person or persons specified in Paragraph 2 of the Particulars (hereinafter called "the Tenant") of the Other Part.

NOW THIS DEED WITNESSETH as follows:-

1. In this Deed the following expressions have where the context so admits or requires the following meanings respectively:-

- (1) "the Landlord" includes their respective assigns and successors in title and immediate reversioner or reversioners for the time being expectant on the term hereby created.
- (2) "the Tenant" includes the successors in title of the Tenant.
- (3) "the Demised Premises" means the flat referred to in Paragraph 3 of the Particulars and more fully described in the First Schedule hereto.
- (4) "the Included Rights" means the easements rights and privileges specified in the Second Schedule hereto
- (5) "the Excepted Rights" means the easements rights and privileges specified in the Third Schedule hereto.
- (6) "the Premium" means the sum of money specified in Paragraph. 4 of the Particulars.
- (7) "the Annual Rent" means the annual rents specified in Paragraph 6 of the Particulars.

- (8) "the Building" means the building of which the Demised Premises form part and specified in Paragraph 5 of the Particulars.
- (9) "the other owners" means the tenants and their successors in title of the other flats comprised in the Building who may from time to time hold the same.
- (10) "the Surveyor" means the surveyor appointed by the Landlord.
- (11) "the Common Parts" means the main entrances steps halls passages leading to the Demised Premises and the lightwell shown edged green on the plan annexed hereto
- (12) "the Financial Year" means the period from 1<sup>st</sup> January to 31<sup>st</sup> December or such other annual period as the Landlord may in its discretion determine as being that in which the accounts relating to the Building shall be made up

2. In consideration of the premium specified in Paragraph 4 of the Particulars paid by the Tenant to the Landlord (the receipt of which is hereby acknowledged by the Landlord) and of the respective rents and covenants hereinafter reserved and contained the Landlord with full title guarantee HEREBY DEMISES unto the Tenant ALL THOSE the Demised premises TOGETHER WITH the Included Rights but EXCEPT AND RESERVING unto the Landlord and the other owners the Excepted Rights TO HOLD the Demised Premises unto the Tenant for the term of years specified in Paragraph 7 of the Particulars (subject to the burden of the covenants or agreements entered into or to be entered into by the Landlord with the other owners for the observance of the Regulations set out in the Fourth Schedule hereto) YIELDING AND PAYING therefore yearly during the said term the Annual Rent specified in Paragraph 6 of the Particulars such rent to be paid on the 25<sup>th</sup> day of March in every year the first payment being a proportionate part from the date hereof to the next due date

### 3. The Tenant HEREBY COVENANTS

- (1) To pay the rents hereby reserved at the times and in manner provided without any deduction.
- (2) To pay all rates taxes duties assessments charges impositions and outgoings which may now or at any time be assessed charged or imposed upon the Demised Premises or any part thereof or the owner or occupier in respect thereof.
- (3) To permit the Landlord and his duly authorised Surveyor or agents with or without workmen at all reasonable times by prior appointment (but at any time in case of emergency) to enter upon and into the Demised Premises or any part hereof for the purpose of viewing and examining the state of repair thereof.
- (4) In accordance with the Tenant's covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall be given by the Landlord to the Tenant within two calendar months next after giving of such notice.
- (5) Not at any time during the said term to make any structural alterations in or additions to the Demised Premises or any part thereof or to cut maim alter or injure any of the walls or timbers thereof or to alter the Landlords fixtures therein without first having made a written application (accompanied by all relevant plans and specifications) in respect thereof to the Landlord and secondly having received the written consent of the Landlord thereto such consent not to be unreasonably withheld or delayed.

- (6) If at any time during the said term the Tenant shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Landlord at all reasonable times during the said term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Tenant (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Landlord on demand the reasonable cost of such repair decoration maintenance or reinstatement (including any reasonable Solicitors Counsels and Surveyors costs and fees reasonably incurred by the Landlord in respect thereof) such cost to be recoverable by the Landlord as if the same were rent in arrear.
- (7) (a) Not at any time to assign transfer underlet charge or part with possession of part only (as opposed to the whole) of the Demised Premises or permit or suffer the same to be done.
- (b) Not to underlet or except as provided in sub-clause (c) hereof) part with the whole of the Demised Premises except that (subject to the provisions of sub-clause (d) hereof) an underletting of the whole of the Demised Premises for a period exceeding one year shall not be deemed to be a breach of the Covenant provided that the Tenant shall first obtain the Landlords written consent to such underletting which consent shall not be unreasonably withheld Provided Always that no consent shall be required for underletting of the whole of the Demised Premises for a period not exceeding one year
- (c) Not to assign the whole of the Demised Premises without first requiring the proposed assignee to enter into a direct covenant with the Landlord to perform and observe the covenants on the part of the Tenant herein



Tenant herein contained and PROVIDED ALWAYS that this sub-clause shall not apply to an assignment by any mortgagee in whom the term hereby created may become vested provided however that any assignee from a mortgagee shall if required enter into a covenant as set out in the first proviso to this sub-clause.

- (d) Any underlease granted pursuant to sub-clause (b) hereof shall provide that the under-tenants shall pay throughout the term hereof such a sum as shall be not less than the aggregate of the rent hereby reserved and the Interim Charge and the Service Charge hereinafter covenanted to be paid by the Tenant and the under-tenant shall also covenant with the Tenant and with the Landlord to observe and perform the covenants conditions restrictions and regulations herein contained.
- (8) Within one month after every assignment transfer underlease assignment of the underlease mortgage charge or release or vacation of any mortgage or charge assent grant of probate or letters of administration Order of Court or other disposition or devolution of title however remote affecting the Demised Premises the Tenant shall give to the Landlord or his Solicitors notice in writing of such disposition or devolution of title with particulars thereof and at the same time produce to the Landlord or his Solicitors a certified copy of the document affecting or evidencing such disposition or devolution and leave with him or them a true copy thereof and to pay his or their reasonable registration fee being not less than Thirty Pounds (£30.00) or one-fifth of the annual rent hereby reserved during the period in which the notice is served whichever is greater exclusive of Value Added Tax for the registration of each such document.
- (9) To pay the Landlord all reasonable charges costs and expenses including Solicitors' Counsels' and Surveyors' costs and fees at any time during the said term incurred by the Landlord in or in contemplation of any

respect of this Lease under Section 146 and 47 of the Law of Property Act 1925 or any re-enactments or modifications thereof including in particular all such costs charges and expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Demised Premises and the drawing up of Schedules of Dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court.

- (10) Upon receipt of any notice order direction or other thing from any competent Authority affecting or likely to affect the Demised Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any sub-tenants or other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued to comply therewith at the Tenant's own expense and forthwith to deliver to the Landlord a true copy of such notice order direction or other thing and if so required by the Landlord to join with the Landlord in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Demised Premises or any part thereof or the Building as the Landlord may consider desirable and to join with the Landlord in any such appeal or application to the Court against such notice order direction or other thing as the Landlord may consider desirable.
- (11) Not to any time to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Acts 1947 to 1974 or any enactment amending or replacing the same and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof.

- (12) To comply in all respects at the Tenant's own cost with the provisions of any statute instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Demised Premises (whether the same are to be complied with by the Landlord the Tenant or the occupier) and forthwith to give notice in writing to the Landlord of the giving of such order direction or requirement as aforesaid and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof.
- (13) To pay all legal costs and Surveyors fees incurred by the Landlord attendant upon or incidental to every application made by the Tenant for a consent or licence of the Landlord required or made necessary by the provisions of this Lease whether the same be granted or refused or proffered subject to any lawful qualification or condition or whether the application be withdrawn.
- (14) That if the yearly rents hereby reserved or any part thereof or if any other monies hereby covenanted to be paid by the Tenant to the Landlord shall at any time be in arrear and unpaid for twenty-one days or more after the same shall have become due (whether formally or legally demanded or not) then the Tenant shall when making payment thereof to the Landlord pay to the Landlord in addition thereto interest on such rent or other sum at the rate of 5% over the base lending rate from time to time of Barclays Bank plc per annum for a period from the date when such rents or other sum shall have become due to the date of actual payment thereof to the Landlord and all such interest shall be recoverable as if it were rent payable hereunder PROVIDED THAT if Barclays Bank plc has changed its name or amalgamated with or transferred its assets to any other body reference to Barclays Bank plc shall be to the body in its changed name or to the body with which it had amalgamated or to which it had transferred its assets as the case may be.

(15) At the expiration or sooner determination of the said term quietly to yield up unto the Landlord the Demised Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Tenant fixtures) in or upon or which during the said term may be placed in or upon the same.

4. The Tenant HEREBY COVENANTS with the Landlord and with and for the benefit of the other owners that throughout the term the Tenant will:

- (1) Repair maintain renew uphold and keep the Demised Premises and all parts thereof including so far as the same form part of or are within the Demised Premises all windows glass and doors (including the entrance door to the Demised Premises) locks fastenings and hinges sanitary water gas and electrical apparatus and walls and ceilings drains pipes wires and cable and all fixtures and additions in good and substantial repair and condition save to damage in respect of which the Landlord is entitled to claim under any policy of insurance maintained in accordance with the covenant in that behalf hereinafter contained except insofar as such Policy may have been vitiated by the act of default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors.
- (2) In every seventh year calculated from the date specified in Paragraph 7 of the Particulars and in the last year of the term (howsoever determined) to paint twice and paper varnish colour grain and whitewash all the inside parts of the Demised Premises respectively heretofore or usually painted papered varnished coloured grained and whitewashed.
- (3) Permit the Landlord and the other owners with or without workmen and all other persons authorised by any of them at all reasonable times in the daytime by prior appointment (but at any time in case of emergency) during the term hereby created to enter into and upon the Demised

Premises or any part hereof for the purpose of repairing or altering any part of the Building or executing repairs or alterations to any adjoining or contiguous property or for the purpose of making repairing maintaining supporting rebuilding cleansing lighting or keeping in good order and condition all roofs foundations dampcourses tanks sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the Building or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off water to the Demised Premises or any other premises in the Building in respect whereof the Tenant or occupier shall have made default in paying their share of the water rate the Landlord or the Tenant so entering or authorising entry (as the case may be) causing as little damage as possible and making good as soon as reasonably practicable all damage occasioned to the Demised Premises.

- (4) Pay within 14 days of written demand by the Landlord the Service charge percentage referred to in paragraph 8 of the Particulars of the costs of complying with his obligations in clause 5(3) of this lease such costs to issue out of the Demised Premises as rent and to be recoverable in default as rent in arrear.
- (5) Observe and perform the regulations in the Fourth Schedule hereto **PROVIDED** that the right is reserved to the Landlord to supplement modify or waive such regulations or any of them as the Landlord shall in his absolute discretion determine having regard to the principles of good estate management and so far as reasonable.

5. The Landlord (but not to bind himself after he shall have parted with the reversion expectant on this Lease to incur further liability thereafter) **HEREBY COVENANTS** with the Tenant as follows.

- (1) That the Tenant paying the respective rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Tenant to be performed and observed shall peaceably hold and enjoy the Demised Premises (subject to the Excepted Rights) during the said term without any lawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.
- (2) At the request of the Tenant and subject to payment by the Tenant of (and provision beforehand of security for) the costs of the Landlord on a complete indemnity basis to enforce any covenants entered into with the Landlord by a Tenant of any flat in the Building of a similar nature to those contained or referred to in this Lease.
- (3) To perform the following obligations (provided that in the case of the obligations contained in paragraph (a) (b) and (d) to (j) hereof this obligation shall be conditional upon payment being made by the Tenant of the costs of complying with these obligation at the time and in the manner hereinbefore provided): -
  - (a) To maintain and keep in good and substantial repair and condition:
    - (i) The Building (save the Demised Premises and the other Flats demised on similar terms in the Building) including without prejudice to the generality of the foregoing the main structure thereof including the principal internal timbers and the exterior walls and the foundations and the roofs thereof with main tanks main drains gutters and rain water pipes (other than those

gutters and rain water pipes (other than those included in this demise hereby created or in the demise of any other flat in the Building).

- (ii) All such gas and water mains and pipes drains waste water and sewage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or used by the Tenant in common with the owners or tenants of the other flats in the Building.
  - (iii) The boundary walls of the Building.
- (b) As and when the Landlord shall reasonably deem necessary having regard to the principles of good estate management and in any case every third year of the term if requested by the Tenant:
- (i) To paint the whole to the outside wood iron and other work of the Building heretofore or usually painted and grain and varnish such external parts as have been heretofore or are usually grained and varnished;
  - (ii) To paint paper varnish colour grain whitewash and keep properly lighted and carpeted such of the interior parts of the Building as have been or are usually painted papered varnished coloured grained whitewashed lighted and carpeted (other than those parts which are included in the demise hereby created or in the demise of any other flat in the Building);
- (c) To insure and keep the Building insured in the name of the Landlord with the interest of the Tenant and any mortgage or mortgagees of the Tenant noted thereon (unless such insurance shall be vitiated by any act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors) against loss or damage by

or visitors) against loss or damage by fire explosions storm tempest subsidence and landslip earthquake aircraft and risk of explosion and damage in connection with the boilers and heating apparatus and all plant associated therewith and such other risks (if any) as the Landlord shall reasonably think fit in some Insurance Office of repute in the full reinstatement value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and at least three years loss of rent and to insure the fixtures and fittings plant and machinery of the Landlord against such risks as are usually covered by a Flat Owners' Comprehensive Policy and to insure against third party claims made against the Landlord in respect of management of the Building and **IT IS HEREBY AGREED AND DECLARED** by the Landlord that in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks as soon as reasonably practicable the Landlord shall lay out the insurance moneys in the repair rebuilding and reinstatement of the premises so damaged or destroyed subject to the lessor at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in this respect **PROVIDED ALWAYS** that if for any reason other than default of the Landlord the obligations of the Landlord hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall thereupon be deemed to have been discharged and the Landlord shall stand possessed of all moneys paid to him under or by virtue of the policies of insurance hereinbefore required to be maintained upon trust to pay the Tenant such proportion (if any) of the said moneys as may be agreed in writing between the Landlord and the Tenant or in default of agreement as aforesaid as shall be determined by a valuer appointed by the President of the time being



of the Royal Institution of Chartered Surveyors upon the request of the Landlord or Tenant to be fair and reasonable having regard only to the relative values of the respective interest of the Landlord and the Tenant in the Demised Premises immediately before the occurrence of the said destruction or damage (and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said valuer as an expert and not as an arbitrator).

- (d) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Building and the curtilage thereof as distinct from any assessment made in respect of any flat currently demised in the Building.
- (e) For the purpose of performing his obligations hereunder in his discretion to employ on such terms and conditions as the Landlord shall reasonably think fit maintenance staff cleaners or such other persons as the Landlord may from time to time in his reasonable discretion consider necessary and in particular to provide any other services reasonably considered necessary by the Landlord from them whilst in the employment of the Landlord.
- (f) (i) To employ at the Landlord's discretion a firm of Managing Agents to manage the building and to discharge the reasonable and all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Building which may include the Landlord's cost of computing and collecting the rents in respect of the Building or any part or parts thereof.
- (ii) To pay the Landlord's reasonable costs incurred in the management of the Building and of keeping accounts for the

purpose thereof such management costs being 15% of the costs incurred under clause 5 (3) hereof.

- (g) Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the reasonable discretion of the Landlord may be considered necessary or advisable for the proper maintenance safety amenity and administration of the Building.
  - (h) To act fairly and reasonably in carrying out the obligations under Clause 5(3) hereof and at all times to manage and maintain the Building economically and efficiently.
  - (i) To keep an account of all sums expended under this clause 5 (3) hereof for the Financial Year and to produce such account (together with all vouchers and receipts relating to any expenditure referred to in the account) to the Tenant if reasonably requested by the Tenant to do so.
- (4) That every lease for a term of not less than one year of the other flat in the Building which the Landlord shall demise shall grant and except and reserve such rights and contain such covenants by the Landlord as are herein described and also shall contain such covenants by the Tenant in the terms of the covenants contained in clause 3 and 4 hereof.
- (5) As to any part of the Building retained by the Landlord or which may come into possession of the Landlord by the determination or expiration of a Lease or Tenancy of any part of the Building at all times during the term hereby granted to observe and perform the Lessee's covenants specified herein as if the applied to a lease of that part of the Building.
6. **PROVIDED FURTHER and IT IS HEREBY AGREED** as follows:-

planning permission made by or on behalf of the Landlord and pending determination as at the date of this lease.

(2) Except so far the same may be insured by any policy covenanted to be maintained under Clause 5(3) hereof the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of:-

(a) any interruption of any of the services hereinbefore mentioned from whatsoever cause beyond the Landlord's control;

(b) any damage suffered by the Tenant or any servant agent or workmen of the Tenant or any member of the Tenant's family or licensee of his through any defect in the fixtures pipe wire tube meter electric light time clock staircase or thing in or upon the Building or any part hereof (including the Demised Premises);

(c) any act neglect default omission misfeasance or nonfeasance of any staff or servant contractors sub-contractors or agents of the Landlord or any person acting under such staff or servants contractors sub-contractors or agents;

(d) any loss or damage or interference or annoyance suffered by the Tenant during the carrying out by the Landlord of repairs decorations additions or other works whether structural or otherwise which may appear to the Landlord to be necessary or desirable to the Demised Premises or to the Building provided the same are carried out with proper skill and care.

(3) Nothing in this Lease shall impose any obligation on the Landlord to provide or install any system or service not in existence at the date hereof.

- (4) No maintenance staff or other person as employed by the Landlord in Accordance with the provisions of Clause 5(3) (e) hereof shall be under any obligation to furnish attendance or make available their service to the Tenant in the event of any such person employed as aforesaid rendering any services to the Tenant such person shall be deemed to be the servant of the Tenant for all purposes and the Landlord shall not be responsible for the manner in which such services are performed nor for any damage to the Tenant or of other persons arising therefrom
- (5) If at any time the Landlord shall consider it would be in the general interests of the Tenant and the Flat Owners so to do the Landlord shall have power to discontinue any of the services supplied to the Building which in the reasonable opinion of the Landlord shall have become impracticable obsolete unnecessary or excessively costly provided that in deciding whether or not to discontinue any matter such the Landlord shall first consider the views and wishes of the Tenant and the other owners.
- 6(1) (a) Any notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to the Tenant without his name or generally to the person interested without any name notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Tenant or other person to or upon whom it is to be given or served or is affixed or left on the Demised Premises.
- (b) Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it

given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been served or received at the time at which it would in the ordinary course have been delivered.

- (2) Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease.
- (3) Where the Tenant consists of two or more persons all covenants and agreements by and with the Tenant shall be construed as covenants and agreements by and with such persons jointly and severally.

7. 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 exceeds £500,000.00

IN WITNESS whereof the parties hereto have duly executed this Lease on the date specified as Date of Lease in the Particulars.

### **THE FIRST SCHEDULE**

#### **THE DEMISED PREMISES**

The flat specified in Paragraph 3 of the Particulars as the same is shown for identification purposes only edged red on the plan annexed hereto including:-

- (a) the internal plastered coverings and plaster work of the walls bounding the Demised Premises and the external entrance door and internal doors and door frames and window frames fitted in such walls (other than the external surfaces of window frames) and the glass fitted in such window frames and car park space and

- (b) the plastered coverings and plaster work and the stud partitions which are load bearing or structural of the walls and partitions lying within the Demised Premises and the doors and door frames fitted in such walls and partitions and
- (c) the plastered coverings and plaster works of the ceiling and the surfaces of the floors including the whole of the floorboards and supporting joists (if any) and
- (d) all conduits which are laid in any part of the Building and serve exclusively the Demised Premises and
- (e) all fixtures and fittings in or about the Demised Premises and not hereafter expressly excluded from the demise hereby created but not including;
  - (i) any part or parts of the Building (other than any conduits expressly included in the demise hereby created) lying above the said surfaces of the ceilings or below the said floor surfaces;
  - (ii) any of the main timber and joists of the Building or any of the walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included in the demise hereby created;
  - (iii) any conduits in the Building which do not serve the Demised Premises exclusively.

## THE SECOND SCHEDULE

### THE INCLUDED RIGHTS

1. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building as enjoyed at the date hereof.

2. The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water soil gas electricity audio and visual communications and other services from and to the Demised Premises through the storage tanks sewers drains and watercourses cables pipes and wires which now are or may at any time during a period of eighty years from the date of commencement of the term be laid in or through the Building and serve the Demised Premises.
3. The right of the Tenant with servants workmen and others at all reasonable times upon giving three days previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Building for the purpose of:
  - (a) inspecting repairing cleansing maintaining or renewing any such storage tanks sewers drains watercourse cables pipes and wires or
  - (b) inspecting repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Demised Premises subject in either case to the Tenant causing as little disturbance as possible and making good forthwith to the Landlords reasonable satisfaction any damage caused.
4. The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by the other owners similar to those contained in Clause 4 of this Lease.
5. The right (in common with the other persons entitled to the like right) to connect any wireless or television set in the Demised Premises with any aerials in the Building of the time being provided by or on behalf of the Landlord **PROVIDED THAT** nothing herein contained shall oblige the Landlord to provide any such aerials.

6. Full right and liberty for the Lessee or Landlord and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night and for all purposes in connection with the use and enjoyment of the Demised Premises to go pass and repass over along the Common Parts and the rear forecourt shown on the plan annexed hereto and thereon coloured brown.

### THE THIRD SCHEDULE

#### THE EXCEPTED RIGHTS

1. Easements rights and privileges over along through and in respect of the Demised Premises equivalent to those set forth in Paragraphs 1,2,3,4, and 5 of the Second Schedule to this Lease.
2. Full rights and liberty for the Landlord and his duly authorised surveyors or agents with or without workmen and others upon giving three days previous notice in writing at all reasonable times (or in the case of emergency at any time without notice) to enter the Demised Premises for the purpose of carrying out any of the obligations contained in Clause 5(3) of this Lease.
3. The right to erect and maintain such wireless and television and satellite aerials on the roof of the Building as the Landlord may deem appropriate for the use of the occupiers of the Building and to run wires connecting such aerials or aerial through the Demised Premises.
4. Full right and liberty for the Landlord in his absolute discretion to deal as he may think fit with any part of the Building or any lands or premises adjacent or near to the Building and to erect thereon buildings whatsoever and to make any alterations and carry out any demolition rebuilding or overhaul which he



may think fit or desire to do whether such building alterations or works shall or shall not affect or diminish the light or air which may now or at any time during the term hereby granted be enjoyed by the Tenant AND PROVIDED that any such works of constructions demolition or alterations are carried out with due regard to modern standards and methods of building and workmanship and the Tenant shall permit such works to continue without interference or objection.

#### THE FOURTH SCHEDULE

##### REGULATIONS

1. Not at any time to use or occupy or permit the Demised Premises to be used to occupied except as a private residential flat only.
2. Not at any time to use or permit the use of either the Demised Premises or any part thereof for business purposes.
3. Not to do or permit or suffer in or upon the Demised Premises or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord or the other owners or the occupiers of any part of the Building or of any adjoining or neighbouring premises.
4. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Demised Premises and to repay the Landlord if the Landlord shall so desire all sums paid by way of increased premium and all expenses incurred in or about the

renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear.


5. Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises.
6. Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practice or permit the practising or any singing in the Demised Premises either:
  - (a) between the hours of eleven p.m. and eight a.m. or
  - (b) at any other time or times so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building and for the purposes hereof the reasonable decision of the Landlord or his Managing Agents of the time being (or of a Surveyor appointed by the Landlord for the purposes of this Clause) as to what constitutes a nuisance or annoyance shall be final and binding on the parties.
7. Not at any time to put on or in any window or balcony (if any) or on the exterior of the Demised Premises so as to be visible from outside by name writing drawing signboard place placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Landlord is offensive save that this provision shall not include a "for Sale" notice.
8. Not to hang or expose in or upon any part of the Demised Premises so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Demised Premises any flower box pot or other like object nor to shake any mats brooms or other articles inside any part of the Building (other than the Demised Premises) or out of the window either of the Demised Premises or of any other part of the Building.

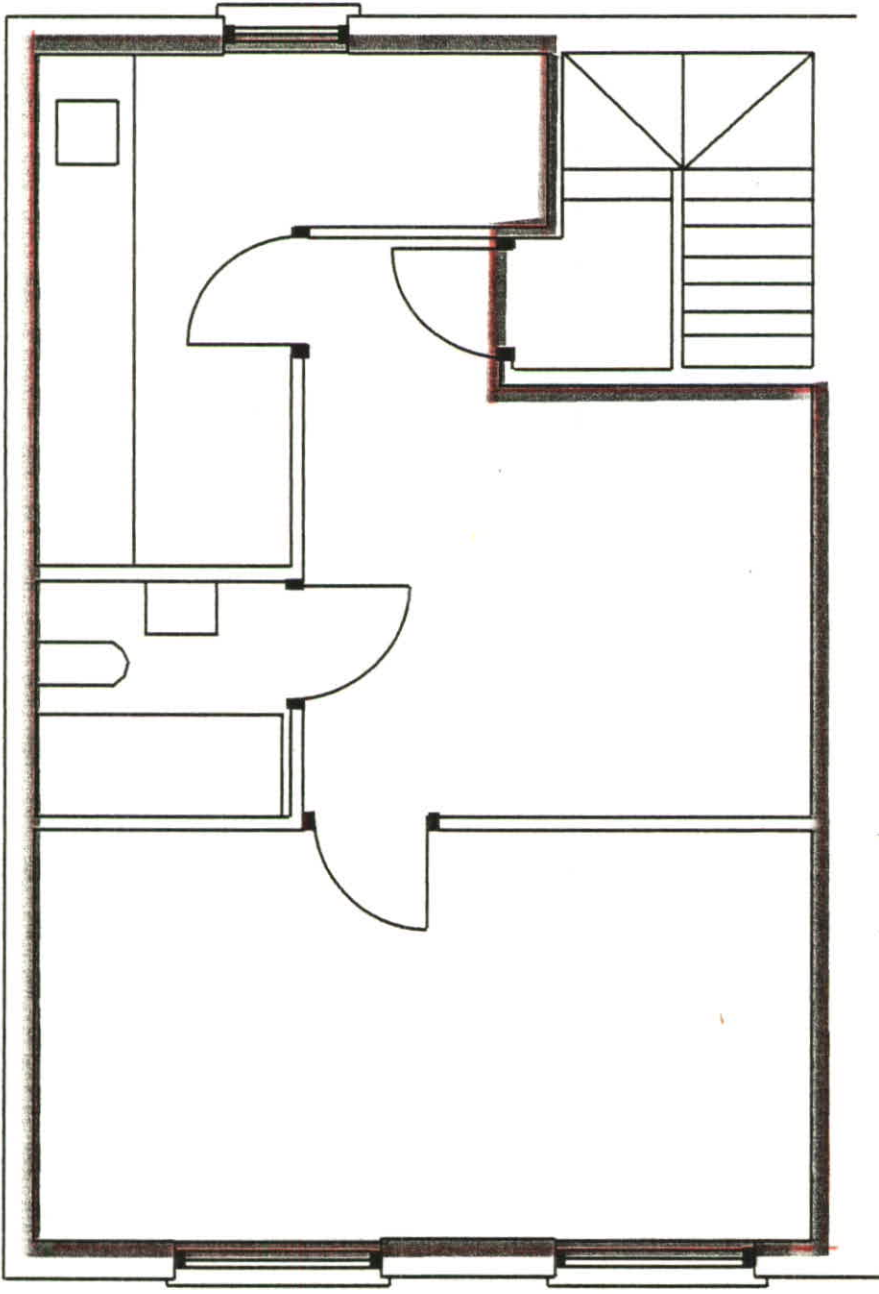
9. Not to keep any bird reptile dog or other animal in the Demised Premises without the previous consent in writing of the Landlord which may be given by the Landlord or his managing Agents for the time being such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owners tenants or occupier of any other flat in the Building.
10. Not to use on the Demised Premises any electrical device without an effective suppressor fitted thereto.
11. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent to or leading to the Building any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or occupier of the Demised Premises or by any of his or their friends servants or visitors and to observe all regulations made by the Landlord from time to time relating to the parking of such vehicles.
12. Not to permit or suffer the children of the Tenant or of any friends servants or employees of the Tenant to play upon any staircases landings or passageways in or about the Building.
13. At all times to cover and keep covered with carpet and underlay the floors of the Demised Premises other than those that have vinyl flooring
14. Not at any time to do or to permit the doing of any damage whatsoever to the Building the fixtures and fittings or chattels therein the curtilage thereof or the paths adjoining thereto and forthwith on demand by the Landlord to pay the Landlord the cost of making good any damage resulting from a breach of this regulation.
15. At least once in every month of the said term to cause to be properly cleaned all windows of the Demised Premises internally and externally and at all times to keep such windows properly curtained in a style appropriate to a private residence.

18. Not at any time to interfere with the external decorations or paintings of the Demised Premises or of any other part of the Building.
19. To pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his servants agents licensees or visitors to any part of the Building.
20. To submit any dispute difference or complaint that may arise between the Tenant and the other owners or the occupiers of any other flat in the Building in respect of the use or occupation of the Demised Premises or any other part of the Building to the Landlord or his Managing Agents for the time being before taking any further or other steps or proceedings in relation thereto.
21. At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Landlord may from time to time in his absolute discretion think fit to make for the management care and cleanliness of the Building and the comfort safety and convenience of all the occupiers thereof

Signed as a Deed and Delivered )  
 by the said DARREN JAGDEES )  
 LAWLA SINGH in the presence of : )



  
**LYNSEY MATADEEN**  
 SOLICITOR  
 257 BALHAM HIGH ROAD  
 LONDON SW17 7BD

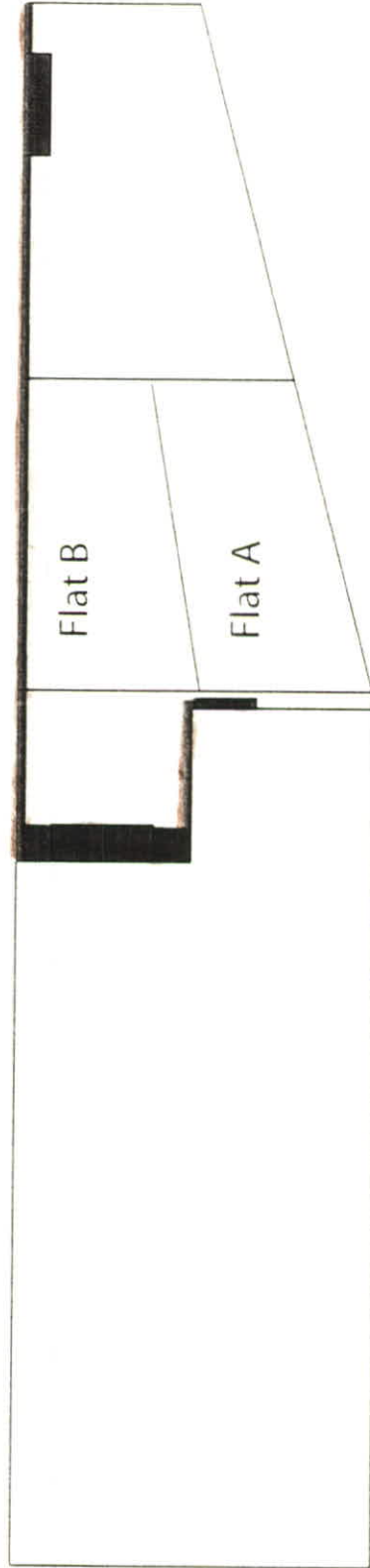


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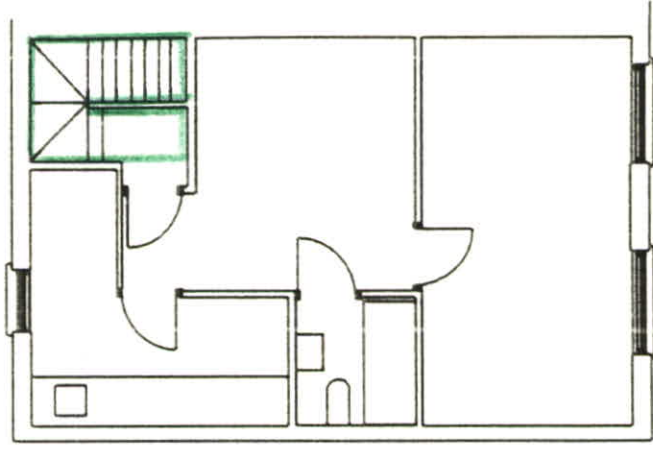
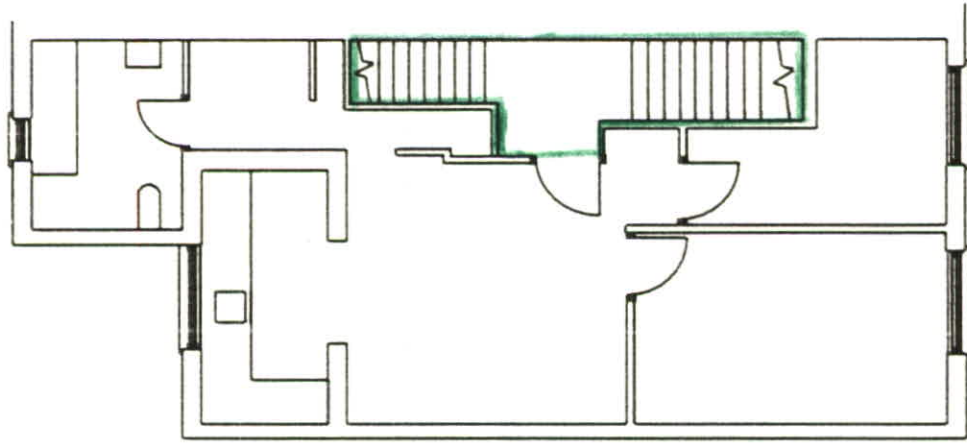
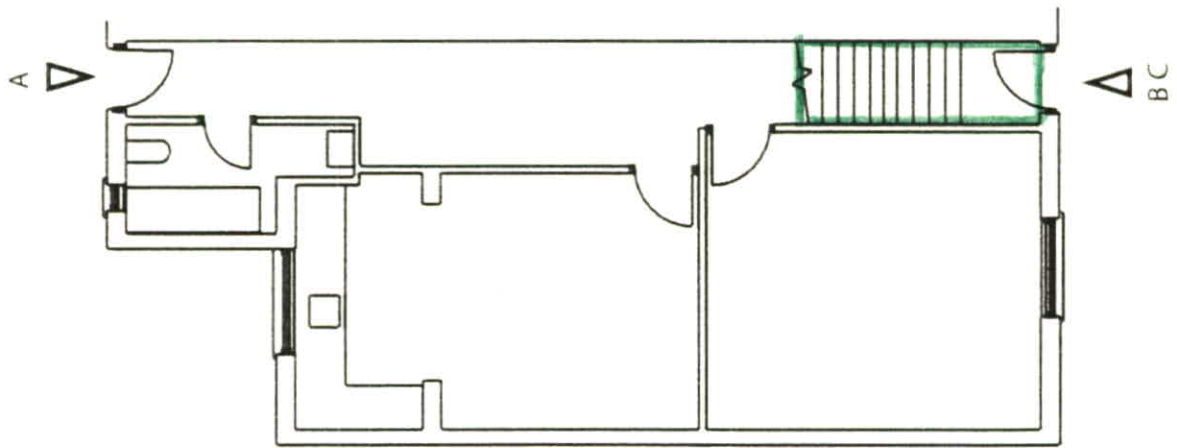
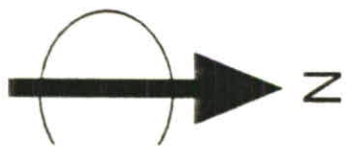
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