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Title Number SGL220714

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30 APR 1976

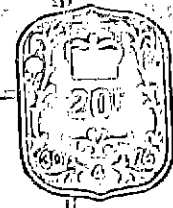
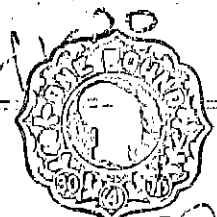
H. M. LAND REGISTRY ACT 1931

LAND REGISTRATION ACTS 1925 to 1971

LONDON BOROUGH: Croydon

TITLE NUMBER: SGL 112045

PROPERTY: 22 Manor Road South Norwood



35/4

T H I S L E A S E is made the 23rd day of APRIL One thousand nine hundred and seventy six BETWEEN ALBERT EDWARD MANSFIELD and RUBY MANSFIELD both of 22 Manor Road South Norwood London S.E.25. (hereinafter called "the Lessors" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and IVOR THOMAS SIMS and IVY MAY SIMS both of 22a Manor Road aforesaid (hereinafter called "the Lessees" which expression shall where the context so admits include the Lessee's' executors administrators and assigns) of the other part

W H E R E A S :

- (1) The Lessors and the Lessees are registered at H.M. Land Registry as Proprietors of the freehold land comprised in the title number above referred to and hold the said land as beneficial joint tenants
- (2) The Lessors have agreed to grant to the Lessees a Lease of the premises hereby demised in consideration of the Lessees releasing unto the Lessors all the estate and interest of the Lessees in the said land and in the net proceeds of sale thereof

N O W T H I S L E A S E made in pursuance of the said agreement and in consideration of the rent and covenants on the part of the Lessees hereinafter reserved and contained W I T N E S S E T H as follows:-

- 1. THE Lessors HEREBY DEMISE unto the Lessees ALL THAT the first floor of the building erected over the piece of land coloured red on the plan annexed hereto being the upper maisonette known as 22a Manor Road South Norwood in the London Borough of Croydon (hereinafter called "the demised premises") TOGETHER WITH;
 - (i) The right for the Lessees and all persons authorised by them in common with the Lessors and the owner and occupier for the time being of the lower maisonette to pass and repass on foot only over the hall and the area coloured green on the said plan for the purpose of access to and egress from the demised premises
 - (ii) The entrance door and the stairs leading to the demised premises
 - (iii) So much of the rear garden of the building of which the demised premises forms part as is shown for identification purposes only on the plan attached hereto and thereon coloured blue and a right of way over the passageway tinted brown on the said plan

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(iv) The free right of passage and running of water gas electricity and soil from and to the demised premises through the pipes wires cables channels and drains passing through or as may be in under or upon the lower maisonette as now enjoyed

(v) All easements rights of support and protection now enjoyed by the said demised premises

(vi) The right at all reasonable times (upon giving reasonable notice to the occupiers thereof (except in case of emergency) to enter upon the lower maisonette the hall and the land coloured yellow on the said plan with or without workmen for the purpose of cleansing redecorating renewing repairing or altering any part of the demised premises making good to the lower maisonette all damage thereto occasioned by the exercise of such right and causing as little inconvenience as possible

TO HOLD the same unto the Lessees from the twenty fifth day of March one thousand nine hundred and seventy six and for the term of nine hundred and ninety nine years PAYING THEREFOR during the said term the yearly rent of five pence (5p.) payable annually in advance on the First day of January in each year the first payment or a proportionate part thereof to be made on the signing hereof

2. THE demise hereinbefore contained is subject to the following matters:-

(i) The free right of passage and running of water gas electricity and soil through the pipes wires cables channels and drains passing through the demised premises and the land coloured blue on the said plan and serving the lower maisonette and neighbouring properties as now enjoyed

(ii) All easements rights of support and protection now enjoyed by the lower maisonette

(iii) The right for the Lessors and the occupiers of the lower maisonette at all reasonable times (upon giving reasonable notice to the Lessees (except in case of emergency) to enter upon the demised premises and the land coloured blue on the said plan with or without workmen for the purpose of cleansing redecorating renewing repairing or altering or cleaning any part of the lower maisonette the Lessors or the occupier of the lower maisonette (as the case may be) making good to the demised premises all damage therein occasioned by the exercise of such right and causing as little inconvenience as possible

3. THE Lessees HEREBY JOINTLY AND SEVERALLY COVENANT with the Lessors and with and for the benefit of tenants and their successors in title of the lower maisonette as follows:-

(1) To pay the reserved rent on the days and in the manner aforesaid

(2) To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the demised premises or any part thereof or on the Lessors or the Lessees respectively PROVIDED ALWAYS that where such outgoings are charged upon the lower maisonette and the demised premises without apportionment the Lessees shall be liable to pay a rateable proportion only of such outgoings and the Lessors shall keep the Lessees indemnified against the payment of the remaining proportion

(3) To keep the upper maisonette and all fixtures and additions thereto and the front door and staircase leading thereto and all pipes sewers drains cables wires gates doors walls and fences belonging thereto and the glass in the windows in good and substantial repair and condition throughout the term and to keep that part of the rear garden as is included in this demise in good order and condition and it is hereby declared and agreed that there is included in this covenant as repairable by the Lessees (including replacement whenever such shall be necessary) the roof of the said building and the ceilings and floors of and in the demised premises and the joists or beams on which the said floors are laid

(4) To paint with two coats of good quality paint in a workmanlike manner all parts of the demised premises usually painted as to the external work in every third year (in the colour and manner as is agreed between Lessors and Lessees or failing agreement as near as may be in which the same is now or was last previously decorated) and as to the internal work in every seventh year the time in each case being computed from the date of commencement of the term hereby created and in each case the painting to be done in the last year of the term and after every internal painting to grain varnish distemper wash stop whiten and colour all such parts as have previously been so dealt with and to repaper the parts usually papered with paper of as good quality as that in use at the date hereof

(5) To pay and contribute a rateable proportion of the expenses payable in respect of constructing repairing redecorating maintaining supporting rebuilding and cleansing the hall the area coloured green on the said plan and all party walls fences gates doors chimneys pathways pavements wires cables drains rainwater pipes and gutters and other things the use of which is common to the demised premises and to the lower maisonette and or any adjoining or neighbouring premises

(6) To sweep and thoroughly cleanse the chimneys of the demised premises hereby demised at such times as may be necessary

(7) To permit the Lessors and their agents with or without workmen

and others at reasonable times in the daytime upon prior appointment to enter upon and examine the condition of the demised premises and thereupon the Lessors may serve upon the Lessees notice in writing specifying any repairs necessary to be done and require the Lessees forthwith to execute the same and if the Lessees shall not within three months (or immediately in the case of emergency) after the service of such notice proceed diligently with the execution of such repairs then to permit the Lessors to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due to the Lessors from the Lessees and be forthwith recoverable by action

(8) Not to make any alteration in the premises hereby demised without the approval in writing of the Lessors to the plans and specifications thereof such approval not to be unreasonably withheld and the Lessees shall at their own expense in all respects obtain all licences approval of plans permissions and other things necessary for the carrying out of such alterations and comply with the bye-laws and regulations and other matters prescribed by any competent authority either generally or in respect of the specific works involved in such alterations

(9) Not to do or permit or suffer to be done in or upon the demised premises anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Lessors or the occupiers of the said Lower maisonette or to the adjoining or neighbouring owners or occupiers but to keep and use the same as a private residence in the occupation of one family only

(10) (i) Not at any time to assign sublet charge or part with possession of part only of the demised premises or suffer the same to be done

(10) (ii) Within one month after every assignment assent transfer or underlease otherwise than by way of mortgage of the whole of the demised premises to give notice thereof in writing with particulars thereof to the Lessors Solicitors and if required to produce a copy of such document to the Lessors Solicitors and in the case of a devolution of the interest of the Lessees not perfected by an assent within six months after the happening thereof to produce to the Lessors Solicitors a copy of the Probate of the Will or Letters of Administration under which such devolution arose and to pay to the Lessors Solicitors their reasonable fee for every such registration

(11) To pay all expenses (including all solicitors costs and surveyors fees) incurred by the Lessors of and incidental to the preparation and service of a notice under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief

granted by the Court

(12) At the end of or sooner determination of the term to yield up the demised premises and all landlords fixtures and fittings therein in good and substantial repair in accordance with the Lessees covenants herein contained

(13) To keep the demised premises insured in the joint names of the Lessors and the Lessees in the full insurable value thereof against full comprehensive risks in some insurance office approved by the Lessors and to produce to the Lessors on demand the said policy and the current premium receipt and if the demised premises shall be destroyed or damaged to make good the same and rebuild if necessary and cause all money received from such insurance to be used for that purpose and to make up any deficiency out of their own money

(14) Not obstruct or permit to be obstructed the area shown on the plan annexed hereto and thereon coloured green

(15) Keep all floors of the demised premises (excepting the floor in the kitchen and bathroom) completely covered by good quality linoleum with underfelt or carpeting laid over good quality underfelt in order to prevent the transmission of noise

(16) Not to play or use any piano pianola gramophone wireless television loudspeaker or mechanical or other musical instrument of any kind not to practise any singing in the demised premises so as to cause annoyance to the owner tenant or occupier of the lower maisonette or so as to be audible outside the demised premises between the house of 11 p.m. and 8 a.m.

(17) To pay and contribute a rateable proportion of the expenses payable in relation to the repair and maintainance of the passageway tinted brown on the said plan.

4. THE Lessors HEREBY COVENANT with the Lessees as follows:-

(1) That the Lessees paying the rent hereby reserved and performing and observing the covenants hereinbefore contained shall peaceably hold and enjoy the demised premises for the term hereby granted without any interruption by the Lessors or any person lawfully claiming through under or in trust for them

(2) That in the event of the Lessors at any time during the said term granting a Lease of the lower maisonette the Lessors will impose similar covenants and conditions (mutatis mutandis) as those contained herein and in the meantime the Lessors will observe and perform in relation to the lower maisonette similar covenants and conditions (mutatis mutandis) as the covenants and conditions on the part of the Lessees herein contained

(3) That (if so required in writing by the Lessees) the Lessors will enforce the covenants equivalent to those contained in Clause 3 hereof entered into or to be entered into by the Lessees of the lower maisonette on the Lessees indemnifying the Lessors against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessors may reasonably require

5. 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 of the covenants on the part of the Lessees herein contained shall not be observed and performed then and in any such case it shall be lawful for the Lessors or any person or persons authorised by them in that behalf at any time thereafter to re-enter the demised premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessors in respect of any breach of the covenants by the Lessees hereinbefore contained

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds Fifteen thousand pounds (£15,000-00.)

I N W I T N E S S whereof the parties hereto have hereunto set their hands and seals the day and year first before written

SIGNED SEALED AND DELIVERED by the said ALBERT EDWARD MANSFIELD in the presence of:-

Witness Sign H. J. Mansfield
address 26 Windsor Road, Bloomsbury

Occupation Widow
SIGNED SEALED AND DELIVERED by the said RUBY MANSFIELD in the presence of:-

Witness Sign H. J. Mansfield
address 26 Windsor Road, Bloomsbury

Occupation Widow

A. E. Mansfield

R. Mansfield

DATED 23rd APRIL 1976

MR. & MRS. A.E. MANSFIELD

-to-

MR. & MRS. I.J. SIMS

R.R. Files
TITLE SEAL 220714

LEASE

of Upper Maisonette known as
22a Manor Road, South Norwood,
London, SE25.

*Contract to be a lease
Copy
Freehold in book 18*

