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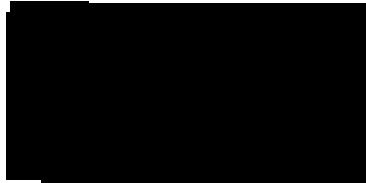
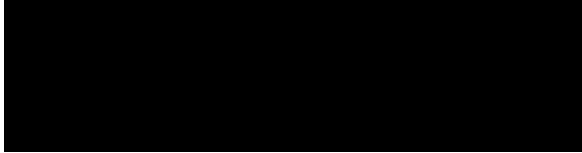
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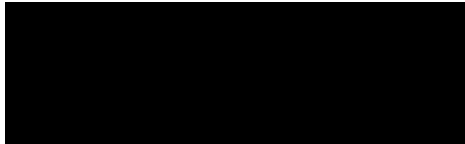
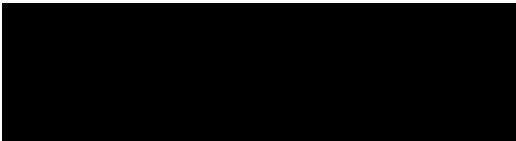
THE COUNCIL OF THE BOROUGH
OF MILTON KEYNES

- to -



L E A S E

-of-



Milton Keynes Borough Council
Civic Offices
1 Saxon Gate East
Milton Keynes
MK9 3HG



H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 - 1988
COUNTY OF BUCKINGHAM : DISTRICT OF MILTON KEYNES
TITLE NUMBER:

PROPERTY: [REDACTED]

DATE [REDACTED]

THIS LEASE is made the [REDACTED] day of [REDACTED] One [REDACTED]
[REDACTED] BETWEEN THE COUNCIL OF THE BOROUGH OF MILTON
KEYNES of Civic Offices 1 Saxon Gate East Central Milton Keynes MK9 3HG
("the Council") of the one part and THE PERSON OR PERSONS WHOSE NAME AND
ADDRESS IS SET FORTH IN PART 1 OF THE SIXTH SCHEDULE ("the Purchaser")
of the other part

WITNESSETH as follows:-

1. IN THIS LEASE unless the context otherwise requires:-

- 1.1 "the Council" includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
- 1.2 "the Purchaser" includes the successors in title and assigns of the Purchaser and those deriving title under him
- 1.3 "the Act" means the Housing Act 1985 (as amended by the Housing and Planning Act 1986)
- 1.4 "the Property" means the land and premises forming the block of 262 flats known as D.1.3. Housing Central Milton Keynes Buckinghamshire edged green on the attached plan
- 1.5 "the Flats" means the flats and maisonettes forming part of the Property and "flat" has a corresponding meaning
- 1.6 "the Reserved Property" means the part of the Property more particularly described in the Second Schedule
- 1.7 "the Demised Premises" means the property described in the Third Schedule together with and excepting as specified in that Schedule
- 1.8 "Owner" in relation to a flat means in the case of a flat let or demised (otherwise than by way of Mortgage) by the Council or (in the case of an underletting for more than two years by the purchaser) the holder of the term created by that letting or demise and in the case of a flat not so let or demised the Council
- 1.9 The masculine gender shall include the feminine gender and words importing the singular shall include the plural and vice versa and whenever the expression "Purchaser" shall include more than one person whether the original Purchaser or by devolution of title then any covenants by the Purchaser in this lease shall be deemed to be joint and several
- 1.10 It is recorded that the discount to which the Purchaser was entitled was [REDACTED] and the relevant time for the purposes of the Act was the [REDACTED]

2. **IN CONSIDERATION** of the Price specified in Part II of the Sixth Schedule now paid by the Purchaser to the Council (the receipt of which sum the Council acknowledges) and of the rent and covenants on the part of the Purchaser reserved and contained the Council in pursuance of the Act **HEREBY DEMISES** to the Purchaser (who has duly exercised the statutory right to buy) the Demised Premises **TOGETHER WITH** the rights set out in the Fourth Schedule **RESERVING** to the Council and the Owners of the Flats the rights set out in the Fifth Schedule **TO HOLD** the Demised Premises to the Purchaser subject to the covenants in this lease and to such rights as there may be for the Regional Water Company to require the Purchaser to provide a separate service pipe from the service main to the Demised Premises from the [REDACTED] for the term of **ONE HUNDRED AND TWENTY FIVE YEARS** ("the Term") **YIELDING AND PAYING** therefor the yearly rent of One Peppercorn on the First day of January in every year
3. **THE PURCHASER COVENANTS** with the Council as follows:-
- 3.1 To pay the reserved rent
- 3.2 To pay all existing and future rates taxes assessments outgoings whatsoever whether Parliamentary parochial or otherwise payable by law in respect of the Demised Premises either by the Owner or occupier of them
- 3.3 To indemnify the Council at all times against all charges or rates payable in respect of the supply of water to the Demised Premises from the date of this lease and against all actions claims damages costs and liabilities arising from the exercise of the rights granted by the Fourth Schedule
- 3.4 Throughout the Term to keep the interior of the Demised Premises and all additions thereto and the drains soil and other pipes and sanitary and water apparatus in good and substantial repair and condition
- 3.5 Before carrying out any repairs or works which the Purchaser is required to carry out and for the carrying out of which the Purchaser requires access to any other part of the Property to give reasonable notice (and except in cases of extreme urgency at least forty-eight hours' notice) in writing to the Council and to the Owner or the occupier of the flat to which the Purchaser requires access as the case may be
- 3.6 To paint with two coats of good quality paint in a workmanlike manner all the interior wood iron and other parts of the Demised Premises usually painted once in every seven years of the Term and also in the last year of the Term and after every such painting to repaper where usually papered with suitable paper of good quality

- 3.7 At all times during the Term to do and execute or cause to be done and executed all such works as under or by virtue of any Act of Parliament already or in the future to be passed now are or shall or may be lawfully required by the Borough Council or any other competent authority to be done upon or in respect of the Demised Premises or any part thereof whether by the Purchaser Owner or occupier and at all times during the Term to indemnify and keep indemnified the Council against all claims and liability in respect thereof
- 3.8 To permit the Council and/or its agents with or without workmen and others at all reasonable times to enter upon and examine the condition of the Demised Premises and the Council may serve upon the Purchaser a notice in writing specifying any repairs necessary to be done pursuant to the terms of this lease and require the Purchaser to execute the same and if the Purchaser shall not within two months after service of such notice diligently execute such repairs then to permit the Council to enter upon the Demised Premises and execute such repairs and the cost of such repairs shall be a debt due from the Purchaser to the Council and be immediately recoverable by action
- 3.9 To permit the Council and the Owner of any flat and their respective agents and other persons authorised by them with all necessary workmen and appliances at all reasonable times to enter upon the Demised Premises to execute repairs or alterations to any adjoining parts of the Property all damage to the Demised Premises being made good by the Council or the Owner of the flat as the case may be
- 3.10 Not to make or to permit or suffer to be made any alterations to the whole or any part of the Demised Premises and not to alter or replace any external door without the consent of the Council
- 3.11 Not to assign underlet or part with possession of part only of the Demised Premises
- 3.12 Within one month after any assignment underletting devolution by will mortgage charge Order of Court Act of Parliament or other disposition or order affecting the Demised Premises to produce to the solicitors for the time being of the Council the deed or instrument effecting the same and to pay a fee of ten pounds (£10.00) for the registration of that notice
- 3.13. To insert in every underlease or agreement for an underlease of the Demised Premises a covenant under seal by the underlessee with the Purchaser and with the Council and the tenants and occupiers of the other parts of the Property to observe and perform so far as the same are applicable all the covenants conditions and provisions on the part of the Purchaser to be observed and performed and a condition for re-entry by the Purchaser and the Council on breach of such covenant

- 3.14 To procure from any assignee of the Demised Premises a covenant (in such form as the Council may reasonably require) by the assignee with the Council that the assignee shall for the residue of the Term observe the covenants and conditions on the part of the Purchaser (including this covenant)
- 3.15 To pay costs and expenses (including solicitors' costs and surveyors' fees) incurred by the Council for the purposes of or incidental to or in contemplation of the preparation and service of any notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court
- 3.16 Not to do or allow to be done in or on the Demised Premises anything whereby the insurance effected on the Property or any part thereof may be rendered void or voidable or payment of the policy monies refused in whole or in part or be in any way affected and not without the consent of the Council to do or allow to be done anything whereby any additional premium may become payable for the insurance of the Property
- 3.17 Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which may contravene the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing the same and any regulations or orders made under that Act and to keep the Council indemnified against all claims demands and liabilities in respect thereof
- 3.18 Upon the receipt of any notice order requisition or direction from a competent authority affecting or likely to affect the Demised Premises whether the same shall be served directly on the Purchaser or on some other person the Purchaser will so far as such notice order requisition or direction requires him to do so comply with it at his own expense and will immediately deliver to the Council a copy of such notice order requisition or direction
- 3.19 At all times during the Term to comply with and observe the regulations specified in the First Schedule and such other reasonable regulations which the Council may consistently with the provisions of this lease make from time to time to govern the use of the Flats and the Reserved Property and this covenant shall be deemed to be made by the Purchaser with the Council and also (as a separate covenant in each case) with the Owners and occupiers of the Flats
- 3.20 Within twenty eight days of the service of the certificate referred to in clause 6.3.3 or of a photographic copy thereof to pay to the Council:-
- 3.20.1 as a yearly service charge 0.382% of the costs and expenses of providing for the services and other matters specified in clauses 6.1 and 6.2

3.20.2 as an annual maintenance and repair charge 0.302% of the costs and expenses of repairing and maintaining the Property as specified in clauses 6.1 and 6.2

3.20.3 as a quarterly heating charge 0.304% of the cost of operating and maintaining the communal heating system

provided that during any relevant initial period relating to service charges for repairs defined in paragraph 16B of Part III of Schedule 6 to the Act the liability of the Purchaser shall be restricted in accordance with that paragraph

3.21 To yield up to the Council the Demised Premises (together with all landlord's fixtures) at the determination of the Term in good and substantial repair and condition according with the covenants contained in this lease

3.22 Not to erect on the Demised Premises any radio or television aerial or similar apparatus in such manner as to be visible from the outside of the Property

3.23 If the Demised Premises include a garden to maintain in a good state of repair and condition the boundary walls and fences along the boundaries of the Demised Premises marked with a letter "T" within the boundary on the attached plan

4. **THE PURCHASER COVENANTS** with the Council for the benefit and protection of the adjacent property of the Council and each and every part thereof (which for the avoidance of doubt shall not include the Property or any part or parts thereof) to observe and perform the following stipulations:-

4.1 not to cut down remove lop top or substantially reduce the size of any of the shrubs hedges or trees forming part of the Property without the consent in writing of the Council which if granted may be subject to such conditions as the Council may think fit but which should not be unreasonably withheld in the case of cutting down lopping or topping required by virtue of any effective notice order or direction from the local highway authority or other competent authority

4.2 not to park or permit to be parked upon such parts of the Demised Premises secondly described in the Third Schedule any commercial vehicle other than a light delivery van except in case of emergencies or for so long as may be reasonably necessary for the purpose of delivering goods to and collecting goods from the Demised Premises

4.3 not without the consent in writing of the Council to place or permit to remain on that part of the Property any caravan trailer or boat

- 4.4 Not to erect any shed greenhouse toolhouse garage fence or other structure or erection in any garden or any other part of the Property
- 4.5 Not to keep or permit to be kept any livestock or domestic pets at the Demised Premises
- 4.6 Not to carry out or permit to be carried out any exterior painting of the Demised Premises
5. **THE PURCHASER** for himself and his successors in title covenants to pay to the Council on demand on a relevant disposal within the meaning of Section 159 of the Act within three years from the date of this lease an amount calculated in accordance with Section 155(2) of the Act (as amended)
6. **THE COUNCIL COVENANTS** with the Purchaser that the Council will
- 6.1 In respect of the insurance of the Property:-
- 6.1.1 Take out and maintain with a reputable insurance office which the Council shall from time to time nominate a policy of insurance covering the Property against loss or damage by fire and such other risks as the Council shall determine and consider appropriate to insure against in a sum which from time to time during the Term represents the full reinstatement value thereof together with all professional fees which may be incurred
- 6.1.2 as often as the Demised Premises or any part thereof is destroyed or damaged by fire or any other of the risks insured against and provided that the policy or policies of insurance shall not have been vitiated or payment of the premium refused in whole or in part by reason of any act or default of the Purchaser to rebuild or reinstate the same and it is agreed that any monies received in respect of the insurance above provided for shall be applied (so far as the same shall extend) in rebuilding or reinstating the Demised Premises
- 6.2 In respect of the maintenance and repair of the Reserved Property:-
- 6.2.1 Keep the access ways forming part of the Reserved Property properly cleaned and in good order and to keep adequately lit all parts of the Reserved Property as are normally lit or as should be lit
- 6.2.2 Execute any works which may be required to be executed in respect of the Reserved Property by any Act of Parliament or Bye-law for the time being in force and complying with the lawful requirements of any competent or other authority

- 6.2.3 Repair and keep in good and substantial repair the exterior of and the structure roofs and foundations of any building comprised in the Reserved Property and all additions thereto and all rights of way paths roads boundary walls fences and drains comprised therein the brickwork to be painted as required
- 6.2.4 Maintain the turfs trees shrubs grasses and paths and ways forming part of the Reserved Property in tenable repair and from time to time when necessary re-lay re-plant re-sow re-surface and reconstruct the same to a standard satisfactory to the Council
- 6.2.5 Do all such acts matters and things as may in the reasonable discretion of the Council be necessary or advisable for the proper maintenance or administration of the Demised Premises and of the Property including in particular (but without prejudice to the generality of the foregoing the appointment of managing or other agents surveyors and accountants and the payment of their proper fees in connection with the supervision and performance of the Council's covenants in this lease
- 6.3 In respect of the service charge payable by the Purchaser:-
- 6.3.1 Keep proper books of account of all costs charges and expenses incurred by the Council in carrying out its obligations under this lease
- 6.3.2 Procure that the account taken in pursuance of clause 6.3.1 shall be prepared and certified by the Council or its agent who shall also certify the total amount of the service charge (including the professional fees incurred in preparing the account) for the period to which the account relates and the proportionate amount due from the Purchaser to the Council pursuant to clause 3.20 and such certification shall be conclusive and binding upon the Purchaser
- 6.3.3 Within twenty eight days (or as soon as possible thereafter) of the date of which the account provided for by clause 6.3.2 is taken to serve on the Purchaser a certificate in writing stating the total and the proportionate amounts certified in accordance with clause 6.3.2 Provided Always as follows:-
- 6.3.3:1 The year for the purpose of certifying the costs shall run from the first day of April to the thirty-first day of March or such other period of one year as the Council shall specify in writing
- 6.3.3:2 The Council shall endeavour to maintain the service charge at the lowest reasonable figure but the Purchaser shall not be entitled to

object to any item comprised in the service charge by reason only that the materials work or service in question might have been provided at a lower cost

7. THE COUNCIL FURTHER COVENANTS with the Purchaser that:-

7.1 the tenant paying the rents reserved and performing and observing the several covenants on the part of the Purchaser with the Council herein contained shall reasonably hold and enjoy the Demised Premises during the Term without any interruption by the Council or any person rightfully claiming under or in trust for the Council

7.2 if so required by the Purchaser it will enforce the covenants on the part of the tenant of any other flat the Purchaser indemnifying the Council against all costs and expenses in respect of such enforcement and providing such security in respect of those costs and expenses as the Council may reasonably require

8. PROVIDED ALWAYS and agreed as follows:-

8.1 If the rent reserved or any part thereof shall at any time 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 Purchaser should not be performed or observed then and in any such case it shall be lawful for the Council at any time to re-enter the Demised Premises or any part thereof in the name of the whole and this demise shall absolutely determine but without prejudice to the right of action of the Council in respect of any antecedent breach of the covenants on the part of the Purchaser

8.2 Section 196 of the Law of Property Act 1925 and the Recorded Delivery Service Act 1962 shall apply to all notices to be served under the terms of this lease

9. IT IS AGREED as follows:-

9.1 That the Council shall be free to sell and convey or lease or otherwise deal with any parts of its adjoining or neighbouring properties in any manner and upon any terms and conditions which to the Council shall deem fit and nothing herein contained shall be deemed to create a letting scheme for the Demised Premises or the Flats

9.2 The Council shall not be held in any way committed to or bound by any scheme of roads or estate development shown in any estate plan or otherwise

10. NOTWITHSTANDING anything herein contained the Council shall not be liable to the Purchaser nor shall the Purchaser have any claim against the Council in respect of:

- 10.1 Any interruption of any of the services by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction by fire water Act of God or other cause beyond the Council's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour
- 10.2 Any act omission or negligence of:
- 10.2.1 any porter attendant or other servant of the Council in or about the performance or purported performance of any duty relating to the provision of any service
- 10.2.2 any agent or contractor employed by the Council in connection with the provision or maintenance of any service
11. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value of the consideration or the aggregate amount or value of the consideration (other than rent) exceeds the sum specified in Part III of the Sixth Schedule

IN WITNESS of which the Council has caused its Common Seal to be affixed and the Purchaser has signed with intent to create a Deed the day and year first above written

THE FIRST SCHEDULE
The Regulations

1. That the Demised Premises shall be used and occupied as a private dwelling only for the sole occupation of the Purchaser and the family of the Purchaser
2. That neither the Demised Premises nor any part shall be used for business purposes
3. Not to do or permit to be done on the Demised Premises any act or thing to the damage or annoyance of the Council or the tenants of the Council or the occupiers of any part of the Property or of any adjoining or neighbouring premises or the neighbourhood or any illegal or immoral act
4. That no advertisement or notice of any description shall be placed in the windows for on the outside of the walls or external walls or external doors of the Demised Premises
5. That no flower pot or other thing shall be placed outside the windows of the Demised Premises except in such receptacles as may be provided

6. Not to cause any obstruction or to leave any articles of any nature in the common access ways forming part of the Reserved Property
7. These regulations are intended for the common benefit of all occupiers of the Property and the Council reserves the right to make further regulations or to vary or amend any of the aforementioned regulations for the common benefit of all occupiers of the Property provided that such varied or amended regulations shall not be binding on the Purchaser until the Purchaser has been notified in writing

THE SECOND SCHEDULE

The Reserved Property

FIRSTLY ALL THOSE gardens paths and forecourts from time to time forming part of the Property edged green on the attached plan **AND SECONDLY ALL THOSE** main structural parts of the buildings forming part of the Property including the roof covering and roof members foundations and external parts thereof (but not the glass of the windows of the Flats nor the interior plaster of such of the external walls as bound the Flats) and all the cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one flat and the joists or beams supporting any floors or to which are attached any ceiling

THE THIRD SCHEDULE

The Demised Premises

ALL THAT flat forming part of the Property and being the flat specified in Part IV of the Sixth Schedule and shown edged red on the attached plan **TOGETHER WITH** all cisterns tanks sewers drains wires ducts and conduits used solely for the purpose of the flat but no others **AND TOGETHER WITH** the ceilings and floors of the flat and the glass of the windows of the flat and the interior plaster of such of the external walls as bound the flat **EXCEPTING** from this demise the main structural parts of the building of which the flat forms part including the joists and beams supporting the floor or to which the ceiling is attached and the roof members foundations and external parts of the said building

THE FOURTH SCHEDULE

Rights included in the demise

1. The right in common with the Council the Owners and occupiers of the Flats and all others having the like right to use for the purposes only of access to an egress from the Demised Premises all such parts of the Reserved Property as afford access thereto
2. The right in common with the Owners and the occupiers of the Flats having the like right to use the refuse disposal facilities located on the ground floor of the property

3. The right of passage and running of gas electricity water and soil and telephonic and television signals from and to the Demised Premises through the sewers drains pipes wires ducts and conduits forming part of the Reserved Property
4. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed or intended to be enjoyed by the Demised Premises
5. The right of access to and entry upon the Reserved Property and the Flats upon reasonable notice except in the case of emergency for the purpose of carrying out all necessary repairs to the Demised Premises the Purchaser immediately making good all damage
6. Rights in accordance with Part I of Schedule 6 to the Act where such rights are not expressly granted in this Schedule to the extent that the same are necessary as specified in paragraph 2(2) of Schedule 6 to the Act

THE FIFTH SCHEDULE

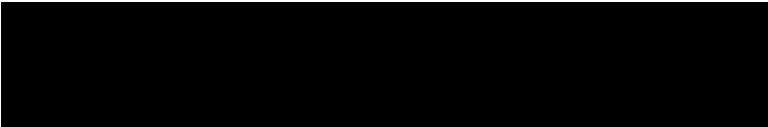
Rights reserved to the Council and (as the case may require) the Owners and occupiers of the Flats

1. The right of passage and running of gas electricity water and soil and telephonic and television signals to and from all other parts of the Property through the sewers drains pipes wires ducts and conduits forming part of the Demised Premises
2. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now or hereafter enjoyed or intended to be enjoyed by any other part of the Property over the Demised Premises
3. Such rights of access to and entry upon the Demised Premises by the Council and the Owners or the occupiers of the Flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to the Flats and similar to those contained in this lease the Council or the owners of the Flats as the case may be making good all damage with reasonable expedition
4. The right and liberty to execute works and erections upon or to alter or rebuild any of the buildings erected on the Council's adjoining or neighbouring lands (including but without prejudice to the generality of the foregoing the Reserved Property) and to use such adjoining and neighbouring lands and buildings in such manner as the Council may think fit notwithstanding that the access of light and air to the Demised Premises may thereby be interfered with

5. The right of access to and entry upon the Demised Premises upon reasonable notice (except in the case of emergency) for the purpose of executing works repairs or alterations to the adjoining flats
6. Like rights to those specified in clause 6 of the Fourth Schedule where such rights are not expressly reserved in this Schedule to the extent that the same are necessary as specified in paragraph 2(2) of Schedule 6 to the Act

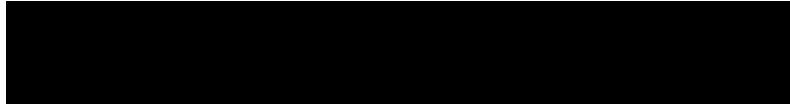
THE SIXTH SCHEDULE

PART 1



PART II

The Price -



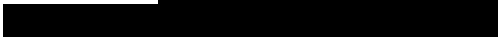
PART III

Certificate of value



PART IV

ALL THAT



PART V

There is no garage included within the Demised Premises

THE COMMON SEAL of THE COUNCIL OF THE }
BOROUGH OF MILTON KEYNES was affixed)
in the presence of:-)

