

These are the notes referred to on the following official copy

Title Number BM377412

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

LR1. Date of Lease:

[REDACTED]

LR2. Title Number (s)

LR2.1 Landlord's title number(s)



SEQ70



COPY

BM184186

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

The Council of the Borough of Milton Keynes of Civic Offices 1 Saxon Gate East Central Milton Keynes MK9 3HG

Tenant

[REDACTED]

LR4. Demised Premises

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration this clause shall prevail.

All that ground floor flat forming part of the Building and known [REDACTED] and more particularly described in definitions contained in the Second Schedule to the Lease annexed hereto

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 170 (dispositions in favour of a charity), 180 (dispositions by a Charity) or 196 (Leases under the Leasehold Reform Housing and Urban Development Act 1983 of the Land Registration Rules 2003

None

LR5.2 This lease is made under, or by reference to, provision of:

Housing Act 1985

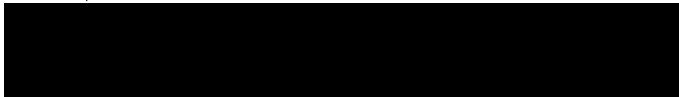
LR6 Term for which the Demised Premises is leased

The term is as follows:

[REDACTED]

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL
Dated this 21ST day of [REDACTED] 2003
Terry Muggerridge
Ray Borley Dunkley LLP
SOLICITORS
79 High Street, Stony Stratford
Milton Keynes, MK1 1AU

LR7. Premium



LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Demised Premises , or to acquire an interest in other land.

None

LR9.2. Tenant's covenant to (or offer to) surrender this lease.

None

LR9.3 Landlord's contractual rights to acquire this lease.

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Demised Premises

None

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Demised Premises

Third Schedule

LR11.2 Easements granted or reserved by this lease over the Demised Premises for the benefit of other property

Fourth Schedule

LR12. Estate rentcharge burdening the Demised Premises

None

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the form of restriction following standard form of restriction against the title of the Demised Premises

"RESTRICTION: No transfer or lease of

the registered estate dated before the expiration of 10 years from the date of this Lease by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration unless accompanied by

(a) a certificate given by The Council of the Borough of Milton Keynes that the Transfer or Lease complies with the requirements of section 156A of the Housing Act 1985 or that the Transfer or Lease is an exempted disposal or is not a relevant disposal, or

(b) a certificate given by a person who confirms that he is the person in whom the reversionary interest is now vested (if that person is not the original disposing authority), and that the Transfer or Lease complies with the requirements of section 156A of the Housing Act 1985 or is either an exempted disposal or is not a relevant disposal."

LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Demised Premises on trust for themselves as joint tenants

OR

The Tenant is more than one person. They are to hold the Demised Premises on trust for themselves as tenants in common.

HOUSING ACT 1985 - PART V
(AS AMENDED)
LAND REGISTRATION ACTS 1925 to 2002

PARTICULARS

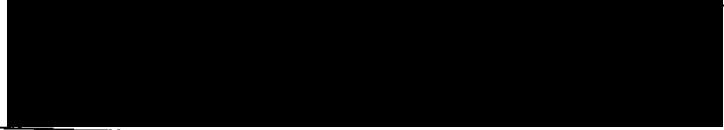
TITLE NUMBER : BM184186

DATED : 

THE DEMISED
PREMISES



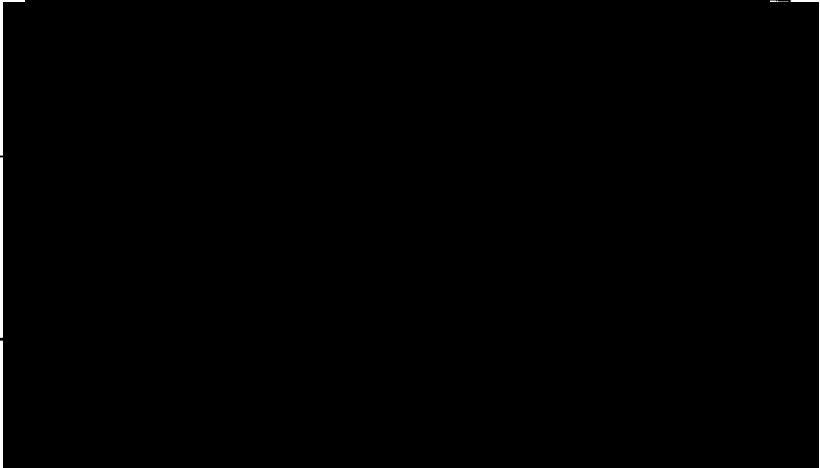
THE COUNCIL



THE LESSEE



PURCHASE
PRICE:

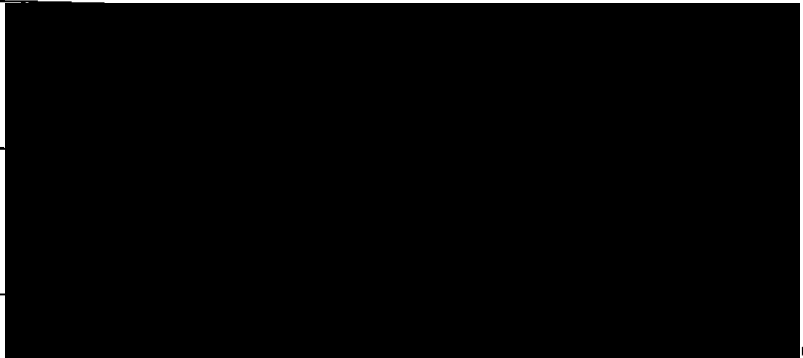


DISCOUNT

THE BUILDING :

REFERENCE
PERIOD DATE

COMMENCEMENT
DATE :



THIS LEASE is made the [REDACTED] day of [REDACTED] Two thousand and [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 [REDACTED] (hereinafter called "the Lessee") of the other part

WHEREAS in this Lease save as otherwise provided or unless the context otherwise requires:

- (1) "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
- (2) "the Lessee" includes two or more joint Lessees their survivor or survivors and the successors in title and assigns of the Lessee
- (3) "the Act" means the Housing Act 1985 (as amended)
- (4) "the Particulars" means those particulars of lease recorded on the front page hereof
- (5) "the Demised Premises" means the premises known as [REDACTED] [REDACTED] described in the Second Schedule hereto
- (6) "the Estate land" means the area of land shown outlined in green on the ground plan annexed hereto comprising land garden flats maisonettes garages parking spaces stores (if any) and premises
- (7) "the Building" means the piece or parcel of land being part of the Estate Land known as the Granby Court as specified in the Particulars TOGETHER with the Flats erected thereon or on some part thereof but excluding all other parts of the Estate Land and excepting there from the roads and pathways shown coloured pink on the location plan which are adopted by the Highway Authority
- (8) "the Flats" means the flats forming part of the Building and "Flat" has a corresponding meaning
- (9) "the Insurance Rent" means the sums that the Landlord shall from time to time pay by way of premium for insuring the Demised Premises in accordance with the obligations contained in this lease

- (10) "the Reserved Property" means the property described in the First Schedule hereto
- (11) "the Owner" means the lessee for the time being of a Flat demised for a term exceeding twenty-one years
- (12) ""an Inflation Allowance" means as prescribed by the Secretary of State in accordance with the Housing (Right to Buy) (Service Charges) Order 1986
- (13) "the Initial Period" means the period commencing from the start of the Reference Period or the date of this Lease whichever is the earlier to the end of the Council's fifth Financial Year beginning after the date of this Lease
- (14) "the Council's Financial Year" means the period from the First day of April in any year to the last day of March in the following year or such other period of one year's duration as shall from time to time be determined by the Council in which case the appropriate transitional arrangements shall be made
- (15) "the Reference Period" means the period commencing three months after the Reference Period Date specified in the Particulars to the end of the Council's fifth Financial Year beginning after that date
- (16) "the Reference Period Date" means the date of the application made by the Tenant under the provisions of S125c of the Housing Act 1985
- (17) The obligations of joint Lessees shall be joint and several
- (18) Words importing only the masculine gender shall include the feminine and the singular number shall include the plural
- (19) References to any Act of Parliament Order Regulation or Direction shall be deemed to be references to that Act Order Regulation or Direction as from time to time amended extended or re-enacted

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the Purchase Price of [REDACTED] now paid by the Lessee to the Council (receipt whereof the Council hereby acknowledges) and of the rent and other monies hereinafter reserved and covenanted to be paid and the Lessee's covenants hereinafter contained the Council **HEREBY DEMISES** unto the Lessee

with full title guarantee **ALL THAT** the Demised Premises **TOGETHER** with the rights and easements set out in the Third Schedule hereto **EXCEPT AND RESERVING** unto the Council as set out in the Fourth Schedule hereto **TO HOLD** the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Building or the Demised Premises or any part thereof are now or may at any time during the continuance of the term hereby granted be subject) unto the Lessee for the term of One Hundred And Twenty Five Years from the [REDACTED] the Lessee **YIELDING AND PAYING** therefor:

- 1.1 By way of rent during the term hereby granted the yearly sum of [REDACTED] payable by yearly payments in advance on the First day of April
- 1.2 By way of further rent the Insurance Rent payable on demand in accordance with Schedule 7 clause 2
- 1.3 All monies due to the Council pursuant to the provisions of Clause 3 hereof
2. **THE Lessee HEREBY COVENANTS** with the Council throughout the term hereby granted:
 - 2.1 to observe and perform the covenants contained in the Fifth Schedule hereto
 - 2.2 to comply with and observe such regulations as the Council may make for the benefit of the Owners of the Flats with regard to the Reserved Property and in particular but without prejudice to the foregoing to comply with the Regulations made at the date hereof and set out in the Sixth Schedule hereto
3. **THE Lessee HEREBY FURTHER COVENANTS** with the Council that the Lessee will:
 - 3.1 During the Reference Period pay to the Council the estimated annual amounts shown in Part I of the Eighth Schedule hereto as the Lessee's estimated contributions AND will pay on demand the amount by which the estimated amount is less than the total amount due and payable by the Lessee in respect of the items referred to in Part I of the said Eighth Schedule and such additional items as the Council acting reasonably may from time to time include and such total amount being a fair and reasonable proportion (as determined by the Council) of the total monies properly and reasonably expended by the Council in respect of such items for or otherwise for the benefit or use of the Building
 - 3.2 During the Initial Period pay to the Council the Lessee's estimated contributions in respect of works (including works for the making good of structural defects)

itemised in Part II of the said Eighth Schedule and the Lessee's estimated contributions in respect of improvements (if any) itemised in Part III of the said Eighth Schedule together in each case with an Inflation Allowance

- 3.3 From the expiry of the Reference Period or the Initial Period as the case may be pay to the Council during the remainder of the term hereby granted such annual sum as may be notified to the Lessee by the Council from time to time as representing a fair and reasonable proportion of the reasonably estimated amount required to cover any and all costs and expenses incurred or to be incurred by the Council in carrying out any improvements or providing any additional services to the Reserved Property or to the Estate land as the Council may in its absolute discretion from time to time during the remainder of the term hereby granted consider necessary and which are for the benefit of the Demised Premises or the Lessee and in carrying out the obligations or functions contained in or referred to in this Clause and in Clauses 4 and 6 hereof and in performing the covenants set out in the Seventh Schedule hereto (save the costs and expenses incurred in rebuilding or reinstating the Building or any part thereof in accordance with the provisions of Paragraph 18 of Schedule 6 to the Act) and also insofar as such works have not been carried out when the Reference Period or the Initial Period as the case may be has expired the works referred to in Part II and Part III of the Eighth Schedule hereto (such costs and expenses being hereinafter together called "the Management Charges") such estimated amount to be payable quarterly in arrears on the days for payment of rent herein contained and in the event of default by the Lessee such management Charges shall be forthwith recoverable by action as if rent in arrear
- 3.4 Pay to the Council on demand the amount by which the estimated sum paid by the Lessee to the Council under Sub-clause 3.3 of this Clause in respect of the Management Charges is less than a fair and reasonable proportion (as determined by the Council) of the total monies properly and reasonably expended or retained by the Council such fair and reasonable proportion (determined as aforesaid) being a proportion of the total sum expended or retained by the Council as aforesaid in respect of or otherwise for the benefit or use of the Building
- 3.5 If the amount by which the estimated Management Charges paid by the Lessee to the Council under Sub-clauses 3.1, 3.2 or 3.3 of this Clause is more than a fair and reasonable proportion of the total monies properly and reasonably expended or retained by the Council as above the excess so paid shall be carried forward by the Council to be credited to the account of the Lessee

4. THE Council HEREBY COVENANTS with the Lessee that the Council (at the expense of the Lessee as herein provided and subject to the payment by the Lessee of the Management Charges) will perform and observe and carry out or cause to be carried out the covenants and obligations set out in the Seventh Schedule hereto and the obligations on its part herein contained

5. THE Council HEREBY FURTHER COVENANTS with the Lessee that:-

5.1 It will to the extent permitted by law require every Owner to whom it shall hereafter grant a Lease of the Flats or any of them to enter into covenants and regulations with the Council similar to those herein contained and that at the request and cost of the Lessee and upon the prior payment to the Council by the Lessee of such sum as the Council may reasonably require in respect of such costs will enforce the said covenants and regulations against other Owners

5.2 It will at the request of the Lessee (subject to the payment by the Lessee of a reasonable charge therefor) supply details of the insurance effected by the Council in respect of (inter alia) the Building PROVIDED that the Council shall not be required to supply such details more than once in any one year of the term hereby granted

5.3 The Lessee duly paying the rent hereby reserved and observing and performing all and every the covenants conditions restrictions regulations obligations and agreements herein contained shall peaceably hold and enjoy the Demised Premises (together with the rights hereby granted) for the term hereby granted without any interruption by the Council or any person lawfully claiming under or in trust for it

6. IT IS HEREBY AGREED AND DECLARED as follows:-

6.1 That the Council shall at all times during the term hereby granted manage the Building in a proper and reasonable manner

The Council shall be entitled:

6.2 to appoint if the Council so desires managing agents for the purpose of managing the Estate Land or the Building and to remunerate them properly for their services in accordance with the normal scale of charges

6.3 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 Estate Land or the

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Building or any part thereof and pay them all proper fees charges salaries wages costs expenses and outgoings

- 6.4 to delegate any of its functions under Clause 4 and Sub-clauses 6.1 and 6.2 of this Clause the Seventh Schedule hereto and Part II and Part III of the Eighth Schedule hereto to any firm or company whose business it is to undertake such obligations upon such terms and conditions and for such remuneration as the Council shall think fit
- 6.5 That any failure on the part of the Council to perform or supply such obligations and services shall not release or in any way exonerate the Lessee from complying with performing or observing his covenants or obligations herein contained
- 6.6 That if the Lessee enters into an Agreement pursuant to Section 163A of the Act with any other person which is made (expressly or impliedly) in contemplation of or in connection with the Lessee exercising or having exercised their right to buy pursuant to the Act which is made before the end of the discount repayment period referred to in paragraph 10 of The Fifth Schedule hereto any liability arising under paragraph 10 of The Fifth Schedule and as required by the Act shall be determined as if a disposal had occurred at the appropriate time pursuant to Section 187 of the Housing Act 2004 and Section 163A of the Act
7. IF and whenever the said rent or Management Charges or any part or parts thereof or any other monies due hereunder shall be unpaid for twenty-one days after becoming payable (whether formally or legally demanded or not) or if and whenever the Lessee shall not observe and perform all and every the covenants conditions restrictions regulations obligations and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Council or any person or persons authorised by the Council in that behalf to re-enter the Demised Premises or any part thereof in the name of the whole and to repossess and again enjoy the Demised Premises as in their first and former state notwithstanding anything herein contained to the contrary and thereupon the term hereby granted shall cease and determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained
8. If within a period of five years from the date hereof there is a disposal as hereinafter defined of the Demised Premises the Lessee will pay to the Council on such date of the disposal such sum as the Council may demand of the appropriate proportion of the Purchase Price paid on such disposal determined in accordance

with the Act

9. ANY notice under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left addressed to the Lessee at the Demised Premises or sent to the Lessee at the Demised Premises by post and any notice to the Council shall be deemed to be sufficiently served if addressed to the Council's Solicitor (or such person who shall from time to time perform the duties of that post) and delivered to him personally or sent to him by post or left at Civic Offices 1 Saxon Gate East Milton Keynes MK9 3HG
10. It is hereby certified that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Lessee has signed this document as a Deed the day and year first above written

**THE FIRST SCHEDULE above referred to
THE RESERVED PROPERTY**

FIRST ALL THOSE the areas forecourts courtyards gardens fences walls and the halls corridors staircases lifts (if any) landings steps passages and other parts of the Building which are used in common by the owner or owners or occupiers of any of the Flats forming part of the Building SECONDLY ALL THOSE the main structural parts of the Building including the roofs roof supports foundations and external walls and parts thereof (but not the glass in the windows of the Flats nor the interior faces of such external walls as bound the Flats) also the walls dividing the Flats from the common halls staircases (but excluding the interior faces of such walls and any staircases situated wholly within the Demised Premises) landings steps and passages in the Building and all the cisterns tanks central heating apparatus (if any) sewers drains gutters pipes wires cables ducts and conduits not used solely for the purpose of the Demised Premises and the joists or beams to which are attached any ceilings or floors also the structural parts or railings of any balconies and the telephone entry system installed in the Building (if any) THIRDLY all other parts of the Estate Land other than the Building

**THE SECOND SCHEDULE above referred to
THE DEMISED PREMISES**

FIRST All That ground floor flat known as [REDACTED] ("the Flat") including the surface of the floors above the joists and the surface of the floor

of the balcony (if any) and the ceiling up to but excluding the joists and beams to which the ceiling is attached and all walls save the exterior walls and the walls dividing it from any other flat or from the common halls staircases landings steps and passages in the Building (but including the surfaces of such walls within the Demised Premises) and the glass of the windows of the Flat and the doors and door frames **TOGETHER** with all conducting media which are laid in any part of the Building and serve exclusively the Flat **ALL WHICH** premises are for the purposes of identification only shown edged red on the said ground floor plan (2) **PROVIDED** that all internal walls and structures separating the Flat from any other flat shall be party walls and structures **PROVIDED** that the Demised Premises shall not include such other parts of the Building forming or intended to form part of the Reserved Property and the premises included or intended to be included in the Leases of the adjoining or neighbouring Flats

**THE THIRD SCHEDULE above referred to
RIGHTS AND EASEMENTS GRANTED TO THE LESSEE**

1. The right in common with the Council and Owners and occupiers of all other Flats and all others having the like right for the Lessee and for all other persons coming to or leaving the Demised Premises to use for the purpose only of access to and egress from the Demised Premises all such parts of the Estate Land as afford access thereto or egress therefrom (including all or any lifts) subject to such regulations for the common enjoyment thereof as the Council may from time to time prescribe
2. The right of free passage and running of gas electricity or other illuminant or source of power water and soil from and to the Demised Premises through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which are now or may at any time hereafter be in or under or upon any part of the Estate Land for the service of the Demised Premises and the right of free passage through any telephone cables serving the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same
3. The benefit of covenants and restrictions similar to those herein contained imposed by the Leases of other Flats upon the Owners thereof so far as such covenants and restrictions are intended to benefit the Demised Premises or the Lessee and so far as the benefit thereof can in law accrue to the Demised Premises or the Lessee

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4. The right of support and shelter so far as may be necessary for the Demised Premises as the same is at present enjoyed from the adjoining Flat or Flats and any part of the Estate Land which may be respectively below or beside or above the Flat and the foundations thereof and the right to the protection afforded to the Demised Premises by the roof of the Building
5. The right at all reasonable times with or without workmen and others as often as need or occasion shall require to enter any adjoining or adjacent Flat or any part of the Reserved Property as necessary and remain therein for such reasonable time as is necessary for the purpose of complying with any of the covenants on the part of the Lessee herein contained which cannot otherwise be complied with the Lessee making good forthwith any damage caused thereby such right not to be exercised unless reasonable notice has previously been given to the adjoining Owner (or to the Council if the Flat to be entered has not been sold or let on long lease for a term exceeding twenty one years) except in case of emergency
6. Rights in common with the Council and all others now entitled within 21 years from the date of this Lease becoming entitled:
- 6.1. A right of way on foot along the pathways shown for the purposes of identification only coloured blue on the ground floor plan (if any shall be shown)
- 6.2. A right of way for a private motor vehicle and on foot over that part of the access shown for the purposes of identification only coloured mauve on the ground floor plan annexed (if any shall be shown)
- 6.3. The right to use the communal parking spaces located within the Reserved Property (if any shall be shown)
- 6.4. The right to use for proper purposes only the communal drying area shown for the purposes of identification only coloured orange on the ground floor Plan annexed (if any shall be shown)
- 6.5. The right to use the strip of land for the purpose of cleaning the windows of the Building and painting those parts which are usually painted shown for the purpose of identification only coloured yellow on the ground floor plan annexed (if any shall be shown)
- 6.6. The right to use for proper purposes only the bin store shown for the purposes of identification only coloured pink on the ground floor plan annexed hereto (if any shall be shown)
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- 6.7. The right to use in common with all others having a like right the open amenity areas shown edged brown (if any shall be shown) for recreational purposes but subject to such rules as the Council may lay down and in any event in a quiet and orderly manner so as not to be a nuisance to other owners or occupiers of the remaining part of the Building or any other building or property
- 6.8. The benefit of the following services:
- (1) Shared Facilities
 - (i) The communal lighting (if any)
 - (ii) The Controlled Entry System (if any)
 - (iii) The use of the lifts rubbish disposal incinerator chute and television aerial system for the Building (if any)
 - (iv) The caretaker services (if any)

**THE FOURTH SCHEDULE above referred to
EXCEPTIONS AND RESERVATIONS**

1. The right of free passage and running of gas electricity or other illuminant or source of power water and soil from and to other parts of the Estate Land through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which now are or may at any time hereafter be in over under or upon the Demised Premises and the right of free passage through any telephone cables passing over or through the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same
2. The right of support and shelter so far as may be necessary to the adjoining Flats and any other part of the Estate Land as the same is at present enjoyed
3. The right for the Council its servants or agents and the Owners or occupiers of the other Flats their servants or agents at all reasonable times with or without workmen and others as often as need or occasion shall require to have access to and enter the Demised Premises and remain therein for such reasonable time as is necessary for the purpose of executing repairs or carrying out any other works to any part of the Estate Land or to any cisterns tanks sewers drains gutters pipes wires cables ducts and conduits or other things serving any part of the Estate Land which cannot otherwise be executed and of complying with their respective obligations either hereunder or under any covenants relating to any other Flat the person exercising such rights making good forthwith any damage caused by such entry such right not to be so exercised unless reasonable notice has previously

been given to the Lessee except in case of emergency

4. All such other rights and easements and quasi-easements over the Demised Premises as now belong to or are enjoyed or intended to be enjoyed by any other part of the Estate Land or any part of any adjoining or neighbouring property
5. The right for the Council in its absolute discretion at any time or times during the term hereby granted to:-
 - (i) extend the Building (but not the Demised Premises) whether by constructing an addition or additions thereto or increasing the height of the Building or carrying out any other alterations thereto
 - (ii) carry out any improvements or provide additional or substitute services which shall include (but not by way of limitation the community heating system) to the Building (but not to the Demised Premises) or to the Estate Land
 - (iii) divert substitute stop-up close or otherwise alter any of the estate roads driveways vehicular accessways or footways or landscaped areas on the Estate Land
 - (iv) construct a building or buildings of any description on any part of the Estate Land
 - (v) agree with an adjoining or adjacent occupier variations in the boundaries of the Estate Land excluding the Demised Premises

**THE FIFTH SCHEDULE above referred to
COVENANTS ON THE PART OF THE LESSEE**

1. To pay the said yearly rent Management Charges and other monies herein reserved and/or payable at the times and in the manner at and in which the same are made payable without any deduction
2. To bear pay and discharge all water rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the term hereby granted be charged levied assessed or imposed upon the Demised Premises or any part thereof or upon the Owner or occupier in respect thereof whether the same shall be in the nature of those now subsisting or otherwise
3. To pay for all gas and electricity and other illuminant or source of power consumed

on the Demised Premises and all charges for the hire of meters in respect thereof and all hot water and central heating charges (if any) and to observe all regulations and requirements of the relevant authorities

4. To accept the supply of heat and hot water (if any) presently supplied to the Demised Premises or which may in the future be supplied thereto by the Council
5. To the satisfaction of the Council to keep in good and substantial repair and condition and properly cleansed throughout the term hereby granted the Demised Premises and all fixtures and fittings therein and all additions thereto and whenever necessary (save in the case of damage by fire or other risk against which the Council shall have insured pursuant to the provisions of paragraph 2 of the Seventh Schedule hereto unless the insurance policy shall have been vitiated or payment of the policy monies or part thereof refused in consequence of some act neglect or default on the part of or suffered by the Lessee) to rebuild and reinstate and replace the Demised Premises and every part thereof including all doors and door frames floors and ceilings and all cisterns tanks drains pipes wires cables ducts and any other things installed for the purpose of supplying gas electricity or other illuminant or source of power or for the purpose of draining away water and soil and for allowing the escape of steam or deleterious matter from the Demised Premises in so far as pipes wires ducts or other things are solely installed or used only for the purposes of the Demised Premises excluding installations for the communal supply of heat and hot water to the Building or part thereof (if any) but including all walls windows boards and skirtings to replace where appropriate any doors with fire doors meeting any regulations affecting the same from time to time **SAVE THAT** in the case of all exterior walls and all walls dividing the Demised Premises from other Flats and the common halls staircases passages and landings in the Building the obligations of the Lessee under this paragraph shall be limited to keeping the interior plaster work and decoration of such internal walls windows boards and skirtings in such repair and condition as aforesaid
6. To paint the interior of the Demised Premises with two coats at least of best quality paint and well and sufficiently paper and plaster the interior of the Demised Premises and all additions and improvements thereto as are usually or ought to be painted papered and plastered and generally to decorate and redecorate the Demised Premises in every sixth year of the term hereby granted and in the last year of the term hereby granted (howsoever determined)
7. To permit the Council with or without workmen and all other persons authorised by it at reasonable times and upon reasonable notice (except in emergency) during

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the term hereby granted to enter upon and view and examine the condition of the Demised Premises and prepare a schedule of all landlord's fixtures and fittings therein and for any other purpose and of all defects and wants of repair on any such view found the Council may thereupon serve the Lessee with notice in writing specifying any repair necessary to be done and for which the Lessee is liable under the covenants in that behalf herein contained and requiring the Lessee forthwith to execute the same and if the Lessee shall not within three months after service of such notice or sooner if requisite proceed diligently with the execution of such repairs to permit the Council and all persons authorised by it to enter upon the Demised Premises with any requisite appliances and execute such repairs and the cost thereof shall be paid to the Council by the Lessee and be forthwith recoverable by action as if it were rent in arrear

8. Upon receipt of reasonable notice (except in case of emergency) to permit the respective Owners of the other Flats to have access to and enter upon the Demised Premises as often as it may be reasonably necessary for them to do so in fulfilment of their respective obligations under any covenants relating to any other Flat and similar to those herein contained
9. Within the time specified by law or by notice requiring the same to be done or if no such time is specified within a reasonable time to carry out all sanitary works and all other works whatsoever which a Public Authority (including the Council in its capacity as the Local Planning Authority) or any other competent Authority may lawfully require to be carried out on or in connection with the Demised Premises (whether by the Landlord tenants owner or occupier) all such works to be done to the satisfaction of the Council or its agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the Public Authority and all other fees and payments properly claimed by any such Authority and also the proper and usual fees and charges of the Council or its agents for work done by the Council or its agents in preparing or approving plans or in supervising the execution of any of the works or otherwise in connection with the Demised Premises or as may thereafter be required hereunder
10. That if within a period of five years from the date hereof the Lessee shall make a relevant disposal of the Demised Premises or any part thereof the Lessee shall pay to the Council such sum (if any) as the Council may demand in accordance with Section 155A of the Act the maximum amount which may be demanded being a percentage of the price or premium paid which is equal to the Discount expressed as a percentage (specified in the Particulars) and disregarding the value of any home improvements in accordance with Section 155C of the Act but

reduced by one fifth for each complete year which elapses after the date of these presents and before the relevant disposal PROVIDED that if there is more than one relevant disposal during the said period of five years the liability to repay the discount shall arise only on the first of them AND PROVIDED FURTHER that a disposal is a relevant disposal for the purposes of this paragraph if it is:-

- (a) an assignment of this Lease; or
- (b) the grant of a sub-lease (other than a mortgage term) for a term of more than twenty-one years otherwise than at a rack rent, whether the disposal is of the whole or part of the Demised Premises and for the purposes of (b) above it shall be assumed that any option to renew or extend a sub-lease, (whether or not forming part of a series of options) is exercised and that any option to terminate a sub-lease is not exercised

A relevant disposal is exempted by this Paragraph if -

- (a) it is a disposal of the whole of the Demised Premises and an assignment of this Lease and the person or each of the persons to whom it is made is a qualifying person as hereinafter defined;
- (b) it is a vesting of the whole of the Demised Premises in a person taking under a will or on an intestacy
- (c) it is a disposal of the whole of the Demised Premises in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975;
- (d) the property disposed of is acquired compulsorily by a person who has made or would have made or for whom another person has made or would have made a compulsory purchase order authorising its compulsory purchase for the purposes for which it is acquired

For the purposes of this Paragraph a person is a qualifying person in relation to a disposal if he-

- (a) is the person or one of the persons by who it is made;
- (b) is the spouse or a former spouse of that person or one of those persons; or
- (c) is a member of the family of that person or one of those persons and has resided with him throughout the period of twelve months ending with the disposal

11. To give effect to Sub-clause 10 of this Schedule the Council and the Lessee hereby apply to the Chief Land Registrar to enter on the Register of the Lessee's title to the Demised Premises a notice of the Council's statutory charge pursuant to

Section 156 of the Act

12. To notify the Council forthwith upon the happening of an event giving rise to a liability under Clause 10 of The Fifth Schedule
13. In accordance with Section 156A of the Act that within a period of ten years from the date hereof before making a disposal of the Demised Premises which is not an exempted disposal the Lessee will first offer to sell the Demised Premises to the Council its successor in title or a nominated registered social landlord
14. Pursuant to s.156A(12) of the Act the Purchaser applies to the Chief Land Registrar to enter the following restriction on the Register of Title to the Demised Property:-

"RESTRICTION: No transfer or lease of the registered estate dated before the expiration of 10 years from the date of this Lease by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration unless accompanied by

 - (a) a certificate given by The Council of the Borough of Milton Keynes that the Transfer or Lease complies with the requirements of section 156A of the Housing Act 1985 or that the Transfer or Lease is an exempted disposal or is not a relevant disposal, or
 - (b) a certificate given by a person who confirms that he is the person in whom the reversionary interest is now vested (if that person is not the original disposing authority), and that the Transfer or Lease complies with the requirements of section 156A of the Housing Act 1985 or is either an exempted disposal or is not a relevant disposal
15. Within one month after every assignment transfer underletting vesting deed assent charge mortgage or devolution of the Demised Premises or on the grant of Probate of the Lessee's Will or on the grant of Letters of Administration to his Estate to produce the same or a certified copy thereof to the Council's Solicitor for registration and to pay to the Council's Solicitor the reasonable costs of registration but not less than a fee of Forty Pounds (£40.00) in respect of each document so registered
16. In the event of the Council contemplating selling or granting a lease of the reversion expectant hereon to permit on reasonable notice being given any prospective purchaser or lessee or their respective agents to enter upon the Demised Premises to view the same

17. (i) Not to carry on or permit to be carried on upon in over or under the Demised Premises any development within the meaning of the Town and Country Planning Act 1990 nor to apply for or knowingly permit any application for permission under the said Town and Country Planning Act 1990 to carry out any such development
 - (ii) Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises or any part thereof which may contravene any provision of the said Town and Country Planning Act 1990 and to keep the Council indemnified against all costs claims demands and liabilities in respect thereof
 - (iii) Within seven days after the receipt of the same to give full particulars to the Council of any notice or proposal for a notice or order or proposal for an order given issued or made to or on the Lessee by the Planning Authority (including the Council in its capacity as Local Planning Authority) under the said Town and Country Planning Act 1990 and if so required by the Council to produce such notice or proposal to it and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and if the Council is not the Local Planning Authority at the request of the Council but at the cost of the Lessee to make or join with the Council or any other person the Council shall direct in making such objection or representation against or in respect of any such notice order or proposal as the Council shall deem expedient
18. Not to permit any owner or occupier of any adjoining or adjacent premises to acquire any right of light or air way water drainage or other easement over the Demised Premises or the Building but forthwith to inform the Council of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any right or easement over the Demised Premises or the Building and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such right or easement
 19. Not to suffer any encroachment to be made on the Demised Premises and if any such shall be made to permit the Council or others for the time being concerned to take any appropriate action and not to permit any wilful voluntary or permissive waste or spoil to be done or suffered upon the Demised Premises
 20. To pay to the Council all expenses (including Solicitor's costs and Surveyor's fees)
 - (i) incurred by the Council in or in contemplation of any proceedings under Sections 146 and/or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court and
 - (ii) incurred

by the Council incidental to the preparation and service of a Schedule of Dilapidations at the end of the term hereby granted (howsoever determined) in respect of the Demised Premises

21. Not to commit or permit others (including for the avoidance of doubt other occupiers of the Demised Premises his or their visitors or licensees or minors) to do or suffer to be done on the Demised Premises or the Estate Land any act or thing which may be or become a nuisance or inconvenience to the Council or to any other owner or occupier of any of the Flats or to any other person including (without limiting the generality of the foregoing) any act or thing which in the opinion of the Council amounts or may amount to harassment on the grounds of colour race ethnic or national origin or age gender or sexual orientation including abusive behaviour (whether verbal or otherwise)
22. Not to use the Demised Premises for any trade profession or business whatsoever but to keep and use the Demised Premises as a single private Flat for residential purposes only
- 23(a) Not to use the Demised Premises or permit or suffer the same to be used for any purpose of an illegal immoral improper unpleasant noisy or noxious nature
- (b) Not to damage or otherwise deface or permit the damage or defacement of any part of the Reserved Property and in the event of any breach of this sub-paragraph to pay to the Council forthwith on demand the costs of making good such damage or other defacement
24. Not at any time hereafter without the Council's prior written consent (such consent being required from the Council as landlord in addition to any consent required from the Council in its capacity as a local planning authority) to make or permit to be made any alteration in the construction height elevation or architectural appearance of the Demised Premises or any part thereof or to alter or cut any of the principal walls or timbers thereof or erect or build any additional or any substituted building whatsoever upon the Demised Premises or any part thereof or enclose the portico thereof (if any) or to erect any fences or obstruction poles wires aerals or other erection upon the Demised Premises or in any way alter add to or interfere with the central heating or hot water system (where applicable) in the Demised Premises
25. To pay the Council's Solicitor's costs and Surveyor's fees in connection with every application for the consent or approval of the Council as may be required

hereunder by the Lessee

26. Not to permit any water or liquid to soak through the floors of the Demised Premises or suffer dirt rubbish rags or refuse or any corrosive or harmful substance to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or serving the Demised Premises and in the event of such happening without prejudice to the Council's other rights under this Lease immediately at the expense of the Lessee to rectify and make good all damage and injury thereby caused
27. At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up unto the Council or as it may direct the Demised Premises with vacant possession with the appurtenances and all the Landlord's fixtures and fittings therein in good and substantial repair and condition and in all ways in accordance with the Lessee's covenants herein contained
28. Not to do or permit or suffer to be done any act or thing whereby the Council's policy or policies of insurance in respect of the Estate Land or any part thereof may be or become void or voidable or whereby the rate of premium may be increased and any expenses incurred by the Council in or about any renewal of such policy or policies rendered necessary by a breach by the Lessee of this covenant shall be repaid by the Lessee to the Council and be recoverable by the Council as if they were rent in arrear
29. Where there is an independent space heating and/or hot water system within and serving only the Demised Premises fuelled by natural gas to have such system inspected and serviced annually by a contractor approved by the appropriate Gas Authority and to produce to the Council on demand a current receipted account in respect of such inspection and service
30. To pay any value added tax lawfully imposed upon and added to any fee charge cost or expense in respect of goods and services supplied by or on behalf of the Council under or in connection with this Lease or the net cost to the Council of value added tax for which the Council may be liable to third parties in respect of goods and services supplied under or in connection with this Lease
31. Without prejudice to the Council's rights hereunder in the event of any rent Management Charges or part thereof or any other monies due to the Council under the provisions of this Lease remaining unpaid for more than twenty-eight days after becoming due to pay to the Council interest on the amount outstanding

for the period from the due date until the date of payment such interest to be at the rate from time to time in force under Section 32 of the Land Compensation Act 1961

**THE SIXTH SCHEDULE above referred to
REGULATIONS TO BE OBSERVED BY THE LESSEE**

1. The Lessee shall not:
 - (a) Affix or paint on any part of the Demised Premises any plate or notice or exhibit in any window or upon any external part of the Demised Premises or of the Estate Land or on any part of the common entrance halls staircases landings or passages any trade professional or business notice or advertisement whatsoever
 - (b) Hold or permit any sale or auction on the Demised Premises
 - (c) Keep in the Demised Premises any dog cat or other animal without the Council's written consent and where such consent is granted to keep a dog not to allow the dog off the lead whilst on any part of the Reserved Property or the Estate Land other than the Demised Premises provided that such consent may be withdrawn if the Lessee has allowed or shown a propensity to allow the dog to be come a nuisance to others in the vicinity
 - (d) Allow or permit window boxes or plants to be placed on any window sills or balconies without the prior written approval of the Council
 - (e) Throw refuse or permit refuse to be thrown from the windows or doors of the Demised Premises or expose washing clothes mats or rugs or hang beat or shake washing clothes mats or rugs on or from the windows landings balconies stairs or roof of the Demised Premises
 - (f) Erect or permit to be erected any external wireless or television aerial telephone or other apparatus or make any attachment to the Demised Premises in connection therewith without the prior written approval of the Council or interfere with or cause or permit interference with the Television Aerial System (if any) at the Demised Premises
 - (g) Play or permit the use of any piano gramophone or radio or television apparatus tape recorder or musical instrument in such manner so as to cause annoyance to the occupiers of neighbouring Flats

- (h) Permit music or singing which may be heard outside the Demised Premises
- (i) Bring liquefied petroleum gas or any other explosive substance on to the Demised Premises or Reserved Property nor shall the Lessee use or keep or permit to be used or kept liquefied petroleum gas or any other explosive substance in the Demised Premises or in the Reserved Property
- (j) Park or permit to be parked within the Estate Land any vehicle except in a parking space designated by the Council
- (k) Install a hard floor finish such as laminate or hardwood overlay ceramic tiles etc in any room in the Demised Premises unless it has an approved high quality acoustic underlay to the Council's satisfaction
- (l) Cut down remove lop top or substantially reduce the size of any of the shrubs hedges or trees forming part of the Estate Land or Reserved Property (if any) 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
- (m) Not to use or access the roof space of the Building for any purpose whatsoever without or first obtaining the written consent of the Council
- (n) Erect any shed greenhouse toolhouse garage fence or other structure or erection in any garden or any other part of the Reserved Property
- (o) To keep any garden at the Reserved Property tidy and free from weeds and maintain in good repair and condition the boundary wall(s) or fence(s) on the side or sides of the Demised Premises marked "T" within the boundary/ies on the said ground floor plan (if any)
- (p) Not to cause or permit any vehicle caravan trailer or boat to be parked or remained within the curtilage of the Estate Land or Reserved Property except in a garage or space specifically provided for the purpose and approved by the Council
- (q) Not to remove or interfere with any part of the entry phone system (if any)
- (r) Not to change the colour of any external part of the Demised Premises without the consent of the Council and the Council may make a reasonable charge in connection with the giving of such consent

2. The Lessee shall:
 - (a) Provide (if required) and maintain a dustbin for use in connection with the Demised Premises
 - (b) Have the chimneys (if any) of the Demised Premises regularly swept
 - (c) Be responsible for all damage caused by him or his family or visitors to the Building and for any breach of any of these conditions by his family or visitors
 - (d) Keep all passages and staircases in the Building and on the Estate Land clear of obstruction of any kind
 - (e) In making use of a lift or hoist where such is provided in the Building observe the regulations made by the Council from time to time governing its use
3. Any disputes between the Lessee and occupiers of Flats for the time being not sold or let on long lease for a term exceeding twenty one years in respect of the use in the Building shall be settled by reference to the Council
4. Written application shall be made to the Council for any permission required for any purpose under the foregoing conditions

**THE SEVENTH SCHEDULE above referred to
COVENANTS TO BE OBSERVED BY THE COUNCIL**

1. To keep in good and substantial repair and condition (and whenever necessary rebuild and reinstate and renew and replace all worn or damaged parts whether or not such works amount to improvements)
 - (i) The main structure of the Building including all foundations forming part of the Building all exterior and all party walls and structures and all walls dividing the Flats from the common halls staircases landings steps and passages in the Building and the walls bounding the same and all electrical and other fittings and window frames in the Building (but excluding the internal plaster the interior windows and electrical and other fittings inside any individual Flat for which the Owner thereof is responsible under any provisions in his Lease corresponding to Paragraph 5 of the Fifth Schedule hereto) and all doors therein save such doors as give access to individual

Flats and including all roofs and chimneys and every part of the Building above the level of the top floor ceilings

- (ii) All cisterns tanks sewers drains gutters pipes wires cables ducts and conduits and any other thing installed in the Building for the purpose of supplying water gas electricity heat (where applicable) and other usual services and for the purpose of draining away water and soil and for allowing the escape of steam and deleterious matter save only such cisterns tanks sewers drains pipes wires cables ducts and conduits and other things as are solely installed or solely used for the purpose of any particular Flat and for which the Owner thereof is responsible under any provisions in his Lease corresponding to Paragraph 5 of the said Fifth Schedule
 - (iii) Any wireless and television masts and aerials cables and wires erected on the Building or in or over the roof or roofs of the Building and available for use with the Flats
 - (iv) All such parts of the Reserved Property not hereinbefore mentioned and all fixtures and fittings therein and additions thereto PROVIDED that nothing herein contained shall prejudice the right of the Council to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Council or the Building by the negligence or other wrongful act of the Lessee or any such other person
 - (v) Maintain the turfs trees shrubs grasses and paths and ways forming part of the Reserved Property in tenantable repair and from time to time when necessary re-lay re-plant re-sow re-surface and reconstruct the same
2. To insure and keep insured (unless vitiated in whole or in part by any act or default of the Lessee) the Building (including the Demised Premises) against loss or damage by fire and such other risks as the Council may from time to time consider desirable to the full rebuilding cost thereof and to any extent in excess of such amount and against such other risks as the Council may from time to time deem necessary or prudent and to pay the premiums on any such insurances upon the due date and in the event of damage by fire or other cause to lay out forthwith all monies received from any such insurance in rebuilding and reinstating the Building and making good such damage
3. To keep adequately lit all such parts of the Reserved Property as are normally

lighted or should be lighted and keep clean and tidy the said common halls staircases landings steps passages doors windows areas forecourts and courtyards

4. At the discretion of the Council to paint and decorate in a good and workmanlike manner all such parts of the Reserved Property as are usually so treated and at the discretion of the Council to use such scaffolding or equipment as the Council or its contractors deem necessary and appropriate
 - (i) to clean burn off stop prime (as may be necessary) and paint in a workmanlike manner all external woodwork and
 - (ii) to clean brush or remove old paintwork and paint in a workmanlike manner all external and exposed metal work and
 - (iii) to clean rub down and paint in a workmanlike manner all such parts of the exterior of the buildings forming part of the Reserved Property as are now painted and
 - (iv) to cut out and repoint all loose or faulty joints in brickwork and around window frames and
 - (v) to clean out all gutters and repair or replace as required and
 - (vi) to repair or remove and replace defective and broken tiles slates and lead and asphalt roof covers and
 - (vii) to cut out and repoint with cement any cracks and faulty joints in chimney stacks (if any)
5. To manage the Building for the purpose of keeping the Building in a condition similar to its present state and condition
6. Where appropriate to provide heating for the Demised Premises by means of the communal heating system and to keep the same in good order and repair
7. To repair and keep in good and substantial repair and where the landlord considers appropriate to renew and improve any door entry phone system lift and lockers (if any) in the Reserved Property

THE EIGHTH SCHEDULE
above referred to

PART I

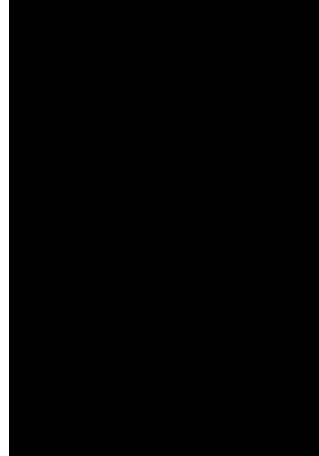
Estate Costs

Your Share

Block Service Description

Your Share

Caretaking
Cleaning
General Maintenance
Heating
Lighting
Management Fee
Building Insurance



YOUR ESTIMATED ANNUAL CONTRIBUTION
(for the final year ending 31st March 2011)

PART II

Repairs

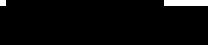
Description

Your Share

Communal External Painting/Repair
Communal External Areas
Replacement Doors and Windows



Repairs Sub Total

A charge in respect of works not itemised above will also be made. The estimated yearly amount likely to be payable is 

PART III

Improvements

Description

Costs for the Block

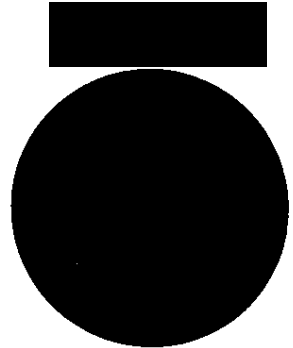
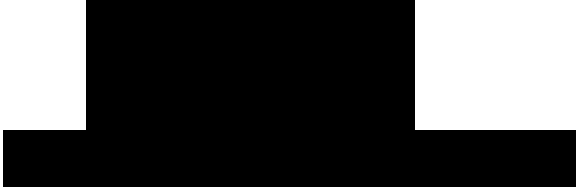
Your Share

I
J
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h
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S
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Improvements sub total £ £

Total Repairs and Improvements £ £

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



SIGNED AS A DEED by the said)
[Redacted Name] in the presence of:)

