

DATED

25th May

1984

10

O. E. KHAWAJI, ESQ.

(1)

- and -

175/177 SUTHERLAND AVENUE MANAGEMENT LIMITED

(2)

- and -

W. G. D. RAE, ESQ.

(3)

L E A S E

relating to Flat number 2, 175/177 Sutherland Avenue London W9

Certified to be a true copy

Masons

Masons

19.7.84

11336
H.M. LAND REGISTRY

LAND REGISTRATION ACTS, 1925 to 1966

ADMINISTRATIVE AREA :

GREATER LONDON

LONDON BOROUGH ;

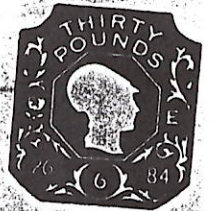
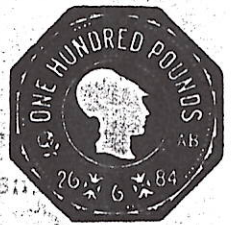
CITY OF W

TITLE NUMBER :

NGL 4294

PROPERTY :

Flat 2, 175 and 177 S
Avenue, London W.9.



OFFICE COPY
ISSUED BY THE HARROW DISTRICT LAND REGISTRY

THIS LEASE is made the 25th day of ~~June~~ MAY one thousand nine hundred and eighty-four BETWEEN OMER EBRAHIM KHAWAJI of 52 Sandringham Court London W9 (hereinafter called "the Lessor") of the first part 175/177 SUTHERLAND AVENUE MANAGEMENT LIMITED whose registered office is situate at 29 Great Queen Street London WC2 (hereinafter called "the Management Company") of the second part and the person or persons whose name and address appear in Part I of the First Schedule (hereinafter called "the Lessee") of the third part

NOW THIS DEED WITNESSETH as follows :-

1. IN consideration of the sum of One hundred and thirty thousand Pounds (£130,000.00.) paid by the Lessee to the Lessor on or before the execution hereof (the receipt of which sum the Lessor hereby acknowledges) the Lessor Hereby Demises the Premises (being part of the above Property) Unto the Lessee for the term and at the rent set out in Part III of the First Schedule
2. THE Premises are demised Together With the rights set out in Part I of the Second Schedule and EXCEPT AND RESERVED and SUBJECT to the rights set out in Part II of the Second Schedule

1 NGL 497200

3. THE Lessee covenants with the Lessor and with the Management Company in manner set out in Part I of the Third Schedule
4. THE Lessee covenants with the Management Company in manner set out in Part II of the Third Schedule
5. THE Management Company covenants with the Lessee in manner set out in Part II of the Fourth Schedule
6. THE Lessor covenants with the Lessee in manner set out in the Eighth Schedule
7. THE demise hereby made is subject to the proviso for forfeiture set out in the Fifth Schedule
8. THE matters and things set out in the Sixth Schedule are Agreed and Declared by and between the Lessor the Lessee and the Management Company
9. THE regulations are those set out in the Seventh Schedule
10. FOR the purposes of these presents the definitions and interpretations set out in the Ninth Schedule shall apply
- IN WITNESS whereof the Lessor and the Lessee have hereunto set their respective hands and seals and the Management Company has caused its Common Seal to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE

PART I - THE LESSEE

WILLIAM GEORGE DOUGLAS RAE

PART II - THE PREMISES

ALL THAT self-contained flat (hereinafter called "the flat") on the ground and lower ground floors of the Property shown on the plans annexed hereto numbered 1 and 1A and thereon edged red and known as flat number 2, 175/177 Sutherland Avenue London W9 in the City of Westminster Together With the garden shown coloured green on plan 2 annexed hereto including for the purposes of obligations as well as grant:-

1. The internal plastered coverings and plaster work of the walls bounding the flat and the doors and door frames and windows fitted in such walls
2. The internal non-structural walls and partitions dividing the rooms comprised in the flat and the doors and door frames fitted in such walls and partitions and one half (severed vertically) of any internal non-structural walls dividing the flat from any other part of the Property
3. The plastered coverings and plaster work of the ceilings and the floor boards and battens to which they are attached and other surfaces on the floors thereof

3 NOV 497200

4. All conduits water pipes heating pipes radiators drainage pipes cables and wires whatsoever which are laid in any part of the Property and serve exclusively the flat ; and

5. All fixtures and fittings in or about the flat (other than Lessee's fixtures and fittings) and not hereinafter expressly excluded from this demise but not so as to include :-

5.1. any part or parts of the Property (other than any conduits water pipes heating pipes radiators drainage pipes cables and wires whatsoever expressly included in this demise) lying above the said surfaces of the ceilings or below the said floor surfaces

5.2. any of the main timbers and joists of the said Property or any of the main walls except such of the plastered surfaces thereon and the door and door frames fitted therein as are expressly included in this demise or

5.3. any conduits in the Property which do not serve exclusively the flat

PART III - THE TERM AND RENT

THE TERM:

One hundred and twentyfive years from the 29th day of September
One thousand nine hundred and eightythree

THE RENT:

One hundred and Fifty Pounds (£150.00.) per annum and proportionately for any fraction of a year from the 25th day of

May one thousand nine hundred and eighty-four

but so that on and after the date of any Assignment or Sub-lease of the Premises the rent payable hereunder shall be increased in the ratio by which the consideration paid by any assignee or sub-lessee to the Lessee has increased over the initial capital consideration paid hereunder Provided this Lease does not thereby become a protected Tenancy under the Rent Acts

THE SECOND SCHEDULE

Part I - Rights included in the demise

1. The right (in common with the Lessor and owners and occupiers of all other parts of the Property and all others now or hereafter having a like right) to use for the purposes of access to and egress from the Premises all such parts of the Reserved Property as afford access thereto or as may be designated by the Lessor from time to time afford access thereto
2. THE right in common with all other persons entitled to a like right to use and enjoy the communal garden Together With a right of way at all times on foot only over the access way thereto from Castellain Road

5 NGH 497200

R. LONDON

Scale 1:1250

TO 2501 SW
TO 2501 SE

PLAN 2

1:1250

SUTHERLAND AVENUE

Surgey

Green

WARRINGTON CRESCENT

CASTELLAIN ROAD

FORMOSA STREET

H137(HA)

OFFICE COPY issued by
HARROW
DISTRICT LAND REGISTRY
Title No: NA497200
COPY (liable to distortion)
of plan to lease
dated 25-5-1984

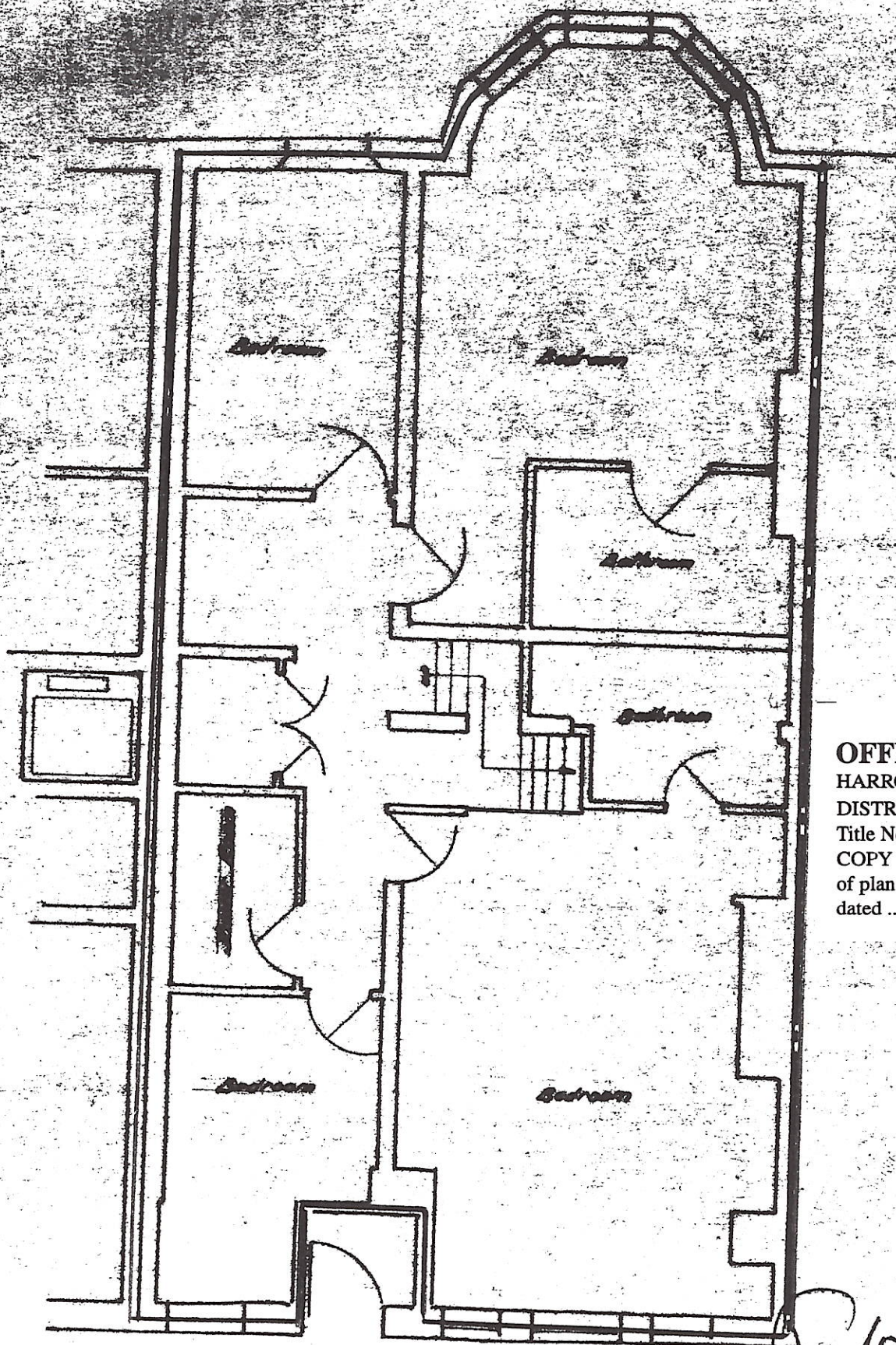
(Revised 3/96)

Prins Alfred
Hotel (P.H.)
Colonnade
Hotel

Handwritten signatures and notes:
B.M. 84.10
B.M. 85.56
B.M. 86.51
B.M. 87.10
B.M. 88.10
B.M. 89.10
B.M. 90.10
B.M. 91.10
B.M. 92.10
B.M. 93.10
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COPY

PLAN No 1A

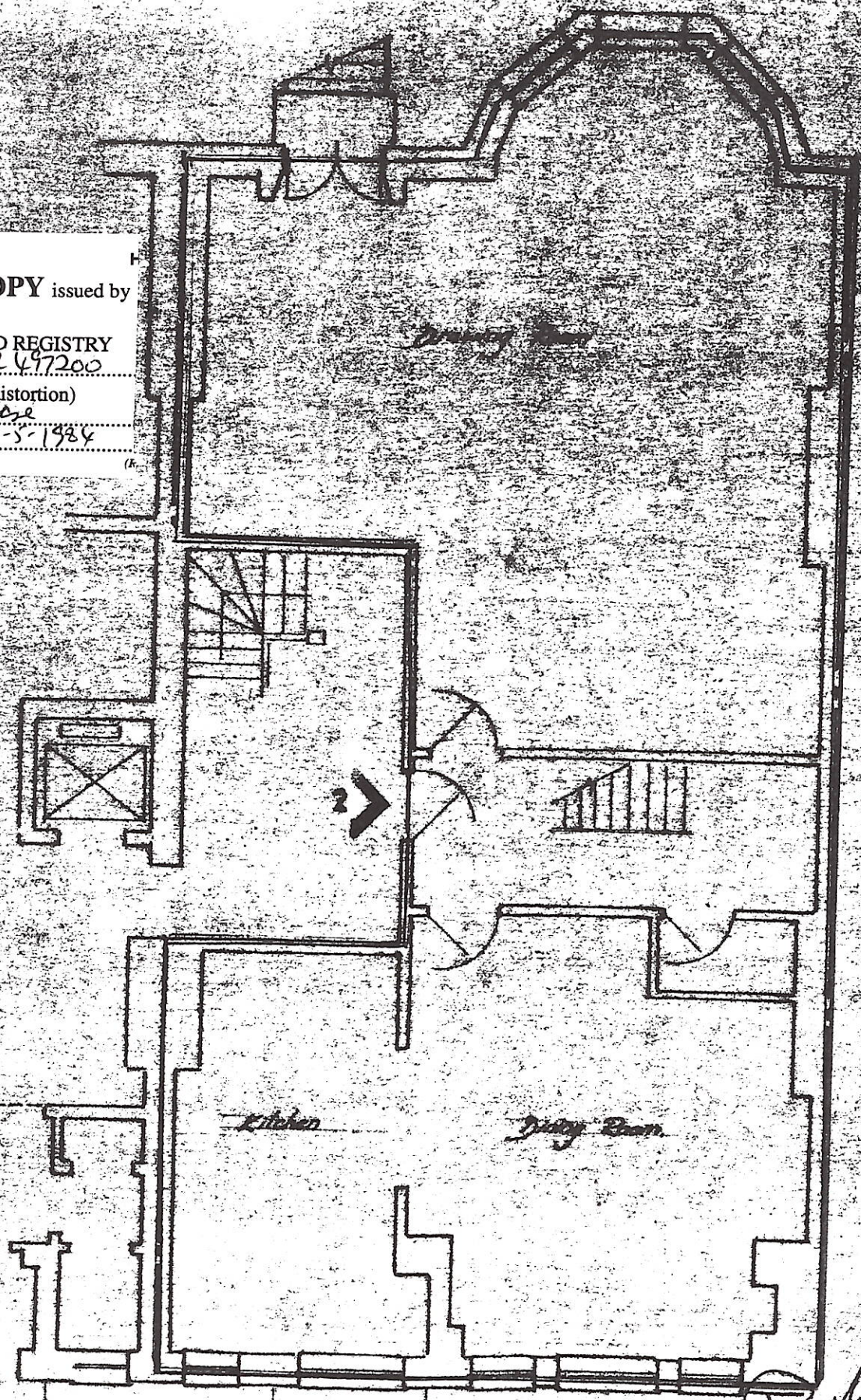


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of plan to 1002
dated 25.5.1984

175/177 SUTHERLAND AVE
LONDON W9

Lower Ground Floor
Flat No. 2

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Title No: NGL 497200
COPY (liable to distortion)
of plan to lease
dated 25-5-1984



Ground Floor

175/177 SUTHERLAND AVE
LONDON W9

3. The right of passage and running of water soil gas electricity and other services from and to the Premises through the sewers drains pipes wires ducts and conduits forming part of the Reserved Property

4. The benefit (in common with the Lessor) of any covenants entered or to be entered into by the Lessees of the other flats in the Property with the Lessor (except as to payment of rent and maintenance contributions) so far as such covenants are intended to benefit or affect the Premises or the Lessee

5. All rights of support and other easements and quasi-easements rights and privileges intended to be enjoyed by the Premises over other parts of the Property

6. The right (in common as aforesaid) of access to that part of the lower ground floor area of the Property for the purpose of depositing refuse in the refuse bins kept there and also access to that part of the gas meter room and the electricity meter room in the lower ground floor area for the purposes of having such meters read replaced or serviced as the case may be but for no other purpose whatsoever

7. Such rights of access to and entry upon the Reserved Property and other flats in the Property as are necessary for the proper performance of the Lessee's obligations hereunder

8. The rights insofar as the same are relevant to the Premises conferred on the Lessor by a Transfer dated the 7th day of May one thousand nine hundred and eightytwo and made between the Church Commissioners for England of the one part and the Lessor of the other part

9. It is hereby Agreed and Declared that the enjoyment by the Lessee of the rights easements and privileges is conditional upon the Lessee making the payment as provided in Clause 2 of Part II of the Third Schedule hereto

PART II

Rights to which the demise is subject

1. All rights of support and other easements and quasi-easements rights and privileges now enjoyed or intended to be or capable of being enjoyed by any other part of the Property over the Premises

2. All rights of support and other easements and quasi-easements rights and privileges now enjoyed or intended to be or capable of being enjoyed by any other property under the provisions contained in or referred to in the said Transfer dated the 7th day of May one thousand nine hundred and eightytwo

3. Such rights of access to and entry upon the Premises by the Lessor and the owners or occupiers of the other parts of the Property as are necessary for the proper performance of their obligations relating to the Property or any part thereof

4. The burden of any covenants entered into or to be entered into by the Lessor with the Lessees of other parts of the Property so far as such covenants are intended to bind or affect the Premises

5. The right to build upon rebuild extend or alter any part of the Property or other adjoining property notwithstanding that the access of light and air to the Premises is thereby diminished and that the rights hereby granted to the Lessee may be interfered with Provided That any such building rebuilding or alteration shall not affect the right of support to the Premises

THE THIRD SCHEDULE

PART I

Covenant by Lessee with Lessor
and with the Management Company

1. To pay the rent reserved and made payable hereunder from time to time and to cause a memorandum noting any increase in rent arising out of the provisions of Part III of the First Schedule hereto to be endorsed hereon and on the counterpart hereof in advance on the usual quarter days in every year
2. To pay all existing and future rates taxes assessments charges impositions and outgoings whatsoever whether parliamentary local or otherwise now or hereafter assessed imposed or charged upon the Premises or any part thereof or upon the Lessor or any owner or occupier in respect thereof

3. At all times during the term to observe and perform the regulations set out in the Seventh Schedule hereto

4. To the satisfaction in all respects of the Lessor's Surveyor to keep the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in a good and substantial state of repair decoration and condition throughout the continuance of this demise (including the renewal and replacement of all worn or damaged parts) and to maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and yield up the same at the determination of the demise in such good and substantial state of repair decoration and condition and in accordance with the terms of this covenant in all respects

5. That before carrying out any repairs or works which the Lessee is required to carry out hereunder and for the purposes of which access is required to any other part of the Property to give except in cases of extreme urgency at least fortyeight hours' notice in writing to the occupier of that part of the Property to which access is required or which may be affected by such repair and shall take all such steps as may be reasonable to cause as little damage or disturbance as possible to any part of the Property and make good with all reasonable speed all damage thereto so caused

6. In the year One thousand nine hundred and ninety and in every succeeding seventh year of this demise and in the last year thereof (howsoever determined) to paint with two coats of good

quality paint in a workmanlike manner all the wood iron and other parts of the Premises usually or which ought to be painted and after each such painting to paper grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated.

7. To permit the Lessor with or without workmen and others at reasonable times to enter upon and examine the condition of the Premises and the Lessor may thereupon serve upon the Lessee notice in writing specifying any repairs or works required to be done for which the Lessee is liable hereunder and requiring the Lessee to execute the same and if the Lessee shall not within two months after the service of such notice proceed diligently with the execution of such repairs or works then the Lessor may enter upon the Premises and execute the same and the cost thereof shall be a debt due to the Lessor from the Lessee and shall be forthwith recoverable by action.
8. Not without the previous consent in writing of the Lessor such consent not to be unreasonably withheld to make any alteration in or addition to the Premises.
9. To do all such works as under any Act of Parliament other statutory or regulatory authority or rule of law are directed or necessary to be done on or in respect of the Premises (whether by Landlord tenant or occupier) and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof.
10. To keep the windows of the Premises clean both inside and outside and draped with plain net curtains.

11. To permit the Lessor and the owners of other parts of the Property to have access to and enter upon the Premises as often as may reasonably be necessary for the fulfilment of their obligations hereunder or under covenants relating to such other parts similar to those herein contained the person or persons exercising such right making good any damage occasioned thereby
12. Forthwith after service upon the Lessee of any notice affecting the Premises served by any person body or authority other than the Lessor to notify the Lessor thereof and if required by the Lessor to join with the Lessor in any appeal against any such notice or any order or direction made in pursuance thereof
13. To comply with and observe any regulations which the Lessor may reasonably make to govern the use of the Property including regulations restrictive of acts to be done on the Property detrimental to its character or amenities
- 14.1. Not at any time to assign or underlet charge share possession or part with possession of part only of the Premises
- 14.2. Not during the last fourteen years of the term to assign or underlet the Premises as a whole without the previous consent in writing of the Lessor
- 14.3. To procure that any assignment shall contain covenants by the proposed Assignee directly with the Lessor and the Management Company to pay the rent and service charge and perform all the Lessees covenants herein

14.4. To procure or to use his best endeavours to procure as the case may be that on any assignment or devolution of title howsoever arising the Assignee or other person becoming entitled to the Premises takes a Transfer of his shareholding in the Management Company

15. Within twentyeight days (as to which time shall be of the essence) after every assignment underlease devolution or vesting (including a mortgage or charge) or other event or document relating to this demise to give notice thereof to the Lessor's solicitors in writing and produce the relevant Assignment Underlease Probate Mortgage or other assurance and pay a fee of TEN POUNDS (£10.) for the registration of such notice with the Lessor's solicitors and Together Also with such further sum or sums equal to any sum or sums which may be payable in respect of Value Added Tax for the registration of such notice as aforesaid

16. To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act, 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

17. To burn only smokeless fuel in any fireplace on the Premises and to comply with the provisions of the Clean Air Act 1956 Section 11 insofar as they apply to the Premises

PART II

Covenant by Lessee with Management Company

1. To pay to the Management Company in each year 20% per centum of the cost (calculated as provided in Part I of the Fourth Schedule) of providing for the services and other things specified in Part II of the Fourth Schedule such

payment to be made at the times and in the manner specified in this Schedule and in Part I of the Fourth Schedule

2. To pay to the Management Company in each year by four equal quarterly payments (and so in proportion for any less period than a quarter) the first proportionate payment to be made on the execution hereof for the period ending on the next ensuing quarter day and subsequent payments to be made in advance on the four usual quarter days in each year an initial annual service charge of FOUR HUNDRED POUNDS (£400.00.) or such increased sum as may from time to time be determined by the Management Company and written notice of which determination shall be given to the Lessee such sum to be credited to the Lessee against his liability under this clause and in Part I of the Fourth Schedule in the manner specified in such part of such Schedule

3. The payments mentioned in this clause shall insofar as not actually expended in accordance with the provisions hereof in the year (for taxation purposes) in which they were made be held by the Management Company Upon Trust to apply such payments in subsequent years in the manner authorised hereby and subject as aforesaid in trust for the Lessee absolutely

THE FOURTH SCHEDULE

PART I - The cost of Services and other things

1. The cost of the services and other things for each year shall be the actual cost as certified by the auditors of the Management Company incurred by the Management Company in observing and performing the covenants on its

the

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part contained in Part II of this Schedule and of providing the services and other things specified in Part II of this Schedule Together With an appropriate amount (not to be less than FIFTY POUNDS (£50.00.) per annum) specified by the Surveyor for the time being of the Management Company as a reserve for or towards such of the matters specified in Part II of this Schedule as are likely to arise at intervals of more than one year during the term including (but without prejudice to the generality of the provisions herein as to payment for costs and services and other things) such matters as the decoration of the exterior of the Property the repointing of the external brickwork of the Property and relaying of concrete pathways and surrounds and the replacement of boundary walls and fences the said amount to be computed so that as far as reasonably foreseeable the service charge payments shall not fluctuate unduly from year to year and the reserve hereby provided shall not be included in the computation of unexpended surpluses in Clause 3 of this part of this Schedule

2. The year for the purpose of certifying the cost shall run from the First day of January to the Thirtyfirst day of December (hereinafter called "the accounting period")

3. If the cost to the Management Company in any accounting period of twelve months of carrying out its obligations under Part II of this Schedule as specified under Paragraph 1 of this part of this Schedule Together With the said amount certified by the said Surveyor (hereinafter called "the annual cost") exceeds the aggregate amount paid by the Tenants of all the flats in the Property by way of initial service charges

(hereinafter called "the annual contribution") Together With any unexpended surpluses as hereinafter mentioned and a certificate of the amount by which the annual cost exceeds the total of the annual contribution and unexpended surpluses be served upon the Lessee by the Management Company or its agents then the Lessee shall pay to the Management Company within twentyeight days of the service of such certificate (which shall be a copy of that signed by the auditors of the Management Company) 20% per centum thereof (hereinafter called "the excess contribution") of the amount shown therein and if in any accounting period the annual cost is less than the annual contribution the difference (being the unexpended surplus) shall be accumulated by the Management Company to be applied towards the annual cost in future years

PART II

1. At all times during the said term to keep the external walls and the load-bearing walls and the girders and timbers and roof and chimney stacks and exterior of the Reserved Property (including drains gutters and external pipes) and the concrete forecourt and surround (if any) and such boundary walls courtyards and fences as belong to the Lessor and the staircases entrance halls the passenger lift and passages in the Reserved Property in good and substantial repair and in clean and proper order and condition and properly painted decorated or treated and also to keep the structure including the foundations of the Reserved Property and all the upper parts of the Reserved Property and all water tanks cisterns electricity wires cables and meters and gas and water pipes and

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meters and drains and soakaways included in the Reserved Property in good and substantial order and condition so far as is reasonably possible

2. To pay and discharge all expenses in connection with the communal garden payable by the Lessor
3. To discharge any rates taxes assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the entirety of the Property or of the entirety or any part of the Reserved Property or on any premises occupied by a person employed by the Management Company whose duties include the provision of services to the Property Together With any sum payable in respect of Value Added Tax in connection with the services provided by the Lessor
4. So far as practicable to use the best endeavours of the Management Company
 - 4.1. To keep the entrance hall staircases lift passages courtyards and basement area in the Property sufficiently clean and lighted
 - 4.2. To provide heating for the common parts as the Management Company may from time to time think fit
 - 4.3. To maintain and keep in operating condition and repair and as and when necessary to renew or replace the passenger lift in the Property and in connection with such maintenance and operation to enter into and

keep in force adequate maintenance or service agreements and to pay all appropriate charges payable thereunder

4.4. To install at the Management Company's discretion and if installed to maintain a communal television aerial system and to pay all the proper charges in connection therewith

4.5. To install at the Management Company's discretion and if installed to keep in operating condition an automatic door porter installation at the main entrance to the Property and to pay all proper charges in connection therewith

5.1. Adequately to insure or to procure the insurance of the Property the plate glass windows and doors (if any) in the Property and any other contents of the Property including but without prejudice to the quality of the foregoing the passenger lift and heating apparatus and other machinery on the Property which the Management Company thinks ought to be insured against all risks which in the opinion of the Guardian Royal Exchange Assurance Company Limited or such other office as the Management Company may think fit are usual and necessary

5.2. Adequately to insure the Lessor and the Management company against any breakdown or suspension of the services specified in this part of this Schedule

5.3. Adequately to insure the Lessor and the Management Company against liability for nuisance or negligence which the Lessor or the servants

or agents of the Lessor or the Management Company may incur in respect of the Property or as the owner or Landlord or occupier thereof

5.4. In case of destruction or damage of the Property by fire or other peril actually insured against by the Lessor and the Management Company to lay out any policy monies which may be received by the Lessor and the Management Company in respect of insurance against such fire in rebuilding or reinstating the same with all convenient speed

5.5. Adequately to insure against all Architect's and other professional fees reasonably incurred on the occurrence or anticipated occurrence of any risks insured against Together With two years rent PROVIDED ALWAYS that any insurance hereinbefore provided for may be made in the names of the Lessor and any other persons if the Lessor so think fit

6. To do and discharge all such acts matters and things as may in the Lessor's and the Management Company's reasonable discretion be necessary or advisable for the proper maintenance or administration of the Premises and of the Property including in particular (but without prejudice to the generality of the foregoing

6.1. The cost of and incidental to compliance by the Lessor and the Management Company with every notice regulation or order of any competent local or other authority in respect of the Property

6.2. All fees charges and expenses of any Surveyor appointed by the Lessor and the Management Company for the purposes of these presents (or if a Surveyor is an employee of the Lessor or the Management Company a reasonable fee for the Lessor or the Management Company as the case may be) in connection with the management and maintenance of the Property (but not including any fees charges or expenses in connection with the effecting of any letting or sale of any premises)

6.3. All fees charges and expenses payable to any solicitors accountant surveyor valuer or architect whom the Lessor or the Management Company may from time to time reasonably employ in connection with the management or maintenance of the Property (but not including fees charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the Service Charge and if any such work shall be undertaken by any employee of the Lessor or the Management Company then a reasonable fee for the Lessor or the Management Company for such work

6.4. Any rates taxes duties assessments charges imposition and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the entirety of the Property or of the entirety or any part of the Reserved Property

THE FIFTH SCHEDULE

Proviso for Forfeiture

If the rent hereby reserved or any part thereof shall remain unpaid for

twentyone days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any arrears of rent or any antecedent breach of covenant

THE SIXTH SCHEDULE

Matters agreed and declared by and between the Parties

1. If the Premises or any part thereof shall at any time be destroyed or so damaged by any insured peril as to be unfit for occupation or use then and in any such case (unless the insurance of the Premises shall have been vitiated by the act neglect default or omission of the Lessee) the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained (the amount of such proportion to be determined by the Surveyor of the Lessor) shall until the Premises shall have been re-instated be suspended and cease to be payable
2. All monies received in respect of loss of rent by virtue of any policy of insurance effected by the Lessor under this Lease shall be paid to the Lessor for the Lessor's own use and benefit
3. Subject to the provisions of clause 4 of Schedule Two Part I nothing herein contained shall confer on the Lessee any right to the benefit of or

to enforce any covenant or agreement contained in any Lease or other instrument relating to any other property belonging to the Lessor

4. All disputes or differences which may arise touching the provisions of this Lease or the operation or construction hereof or the rights or liabilities of the parties hereunder shall be referred to arbitration by a single arbitrator under the provisions of the Arbitration Act 1950 such arbitrator to be appointed by agreement or in default of agreement on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors

5. Section 196 of the Law of Property Act, 1925 shall apply hereto

6. Any approval licence or consent or notice or request by the Lessor for any of the purposes hereof shall be in writing and shall be sufficient as regards the Lessor if it purports to be signed by a duly authorised agent

7. No warranty is given or implied hereby by the Lessor or otherwise that the use to which the Lessee proposes now or hereafter to put the Premises nor any alteration or addition which the Lessee may now or hereafter desire to carry out will not require Planning Permission under the Planning Act and the Lessee will indemnify and keep indemnified the Lessor and the Management Company against any costs claims proceedings compensation demands or charges which may arise directly or indirectly under the said Act in respect of the Premises

9. The Lessór and the Management Company shall before carrying out any

repairs or works to the Reserved Property or to other flats adjoining the Premises for the carrying out of which access to the Premises is required give (except in cases of extreme urgency) at least fortyeight hours' notice in writing to the Lessee and in carrying out such works shall cause as little disturbance to the Premises as is reasonably possible and make good all damage done to the Premises.

10. The Lessor shall require every person to whom he shall hereafter grant a Lease of any other flat in the Property to enter into similar stipulations and restrictions (so far as they are applicable or circumstances will then permit) as are contained herein

THE SEVENTH SCHEDULE

1. Not to use the Premises for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance shall arise to the Lessor or the Lessees or occupiers of the other flats in the Property or for any illegal or immoral purposes
2. Not to do any act or thing which may render void or voidable any policy of insurance effected on the Property or any part thereof or in respect of the contents of any other part of the Property or which might cause an increased premium to be payable in respect thereof
3. Not to obstruct or permit to overflow any sinks baths water-closets water storage tanks or waste or overflow pipes in the Premises
4. To take every precaution for ensuring quietness in the Premises and

in particular not to permit any musical instrument radio television or such like apparatus to be played or used nor allow any singing to be practised in the Premises so as to cause annoyance to the Lessees or occupiers of the other flats in the Property

5.1. Not to exhibit at or upon the Premises any advertisement notice placard or sign and not to hang or expose any clothes or washing or shake or beat any mats or other articles outside or from the windows or balcony of the Premises ; and

5.2. Not to keep any live creature in the premises without the previous written consent of the Lessor which consent shall not be unreasonably withheld and may be revoked by the Lessor at any time

6. Not to obstruct in any way the entrance hall stairways lift lower ground floor area or landings of the Property nor to permit any refuse or waste to be left thereon or permit any children to play or loiter in the entrance halls stairways lift or landings of the Property

7. Not to erect any external wireless or television aerial upon the Premises

8. Not to hold on the Premises any sale by auction

9. Not to bring into the Premises any safe or other article weighing more than 6 cwt

10. The Lessee shall not do any act or thing on or in respect of the

premises which contravenes the provisions of the Planning Acts and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof

11. No person shall reside in the Premises unless the floors of the living rooms bedrooms and hall are fitted with carpets laid on underfelt except while the same shall be temporarily removed for cleaning repairing or redecorating the Premises or for some other temporary purpose

12. All entrance doors of the Premises shall be kept closed

13. No flower box pot or other like object shall be kept hung placed or exposed outside the Premises without the Lessor's written consent

14. The Lessee shall comply with and be bound by special regulations made by the Lessor relating to the user of any part of the Reserved Property which shall be published by notice or handed to the Lessee or his agent

THE EIGHTH SCHEDULE

Lessors covenants with the Lessee

1. That the Lessee paying the rent hereby reserved and all other moneys payable hereunder and performing and observing the covenants conditions and agreements herein contained and on his part to be performed and observed shall peaceably hold and enjoy the Premises

during the term hereby granted without any interruption by the Lessor or any person rightfully claiming under or in trust for him

2. If so required by the Lessee to enforce the covenants and conditions similar to those contained herein on the part of the Lessee entered into or to be entered into by the Lessees of the other flats in the Property so far as they affect the Premises on the Lessee indemnifying the Lessor against all costs and expenses of such enforcement and giving reasonable security for such costs and expenses

THE NINTH SCHEDULE

Definitions and Interpretations

For the purpose of this Lease the following words and expressions shall have the following meanings :-

1. "The Lessor" includes the person or person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted
2. "The Lessee" includes the successors in title of the Lessee and where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally and words importing the masculine gender shall be deemed to include the feminine gender

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3. "The Management Company" shall mean 175/177 Sutherland Avenue Management Limited

4. "The Property" means the block of flats situate and known as 175 and 177 SUTHERLAND AVENUE LONDON W9 and registered at H.M. Land Registry with Title Absolute under Title Number NGL 429449 and the curtilage thereof the extent of which is shown by green edging on the plan annexed hereto and numbered 2

5. "The Reserved Property" means All Those the forecourt entrance halls staircases lift passages and landings and lower ground floor areas the roof and roof space of the Property the main external walls sewers drains pipes wires ducts and conduits and all other parts thereof not demised or intended to be demised to the Lessees of the flats comprised in the Property

6. "The Premises" means the flat described in Part II of the First Schedule hereto

7. "The Term" means the Term of years created by this Lease and specified in Part III of the First Schedule hereto and any statutory extension or renewal thereof

8. "The communal garden" shall mean the garden ground situate to the rear of Sutherland Avenue Warrington Crescent Formosa Street and Castellain Road

9. "The Planning Act" means the Town and Country Planning Act
1971 or 1977

10. Any reference to any Act shall be deemed to include any amendment
modification or re-enactment thereof for the time being in force

SIGNED SEALED AND DELIVERED)
by the said OMER EBRAHIM KHAWAJI)
in the presence of :-)

K. Marston.
51 Thornsbeach Rd,
Catford SE6.
Audio Typist.

O E Khawaji
Bt [Signature]



THE COMMON SEAL of 175/177)
SUTHERLAND AVENUE MANAGEMENT)
LIMITED was hereunto affixed)
in the presence of :-)

[Signature] Director



[Signature] Secretary

SIGNED SEALED AND DELIVERED)
by the said WILLIAM GEORGE)
DOUGLAS RAE in the presence of :)