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Title Number HP742468

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LR1. Date of lease	28 th October 2011
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered</i> HP606124 and HP656997
	LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made</i>
LR3. Parties to this lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships, use an OC prefix. For foreign companies give territory in which incorporated</i>	Landlord CROUDACE HOMES LIMITED of Croudace House Caterham Surrey CR3 6XQ (Company's Reg No: 813521) Management Company MONXTON PLACE RESIDENTS ASSOCIATION LIMITED of Croudace House Caterham Surrey CR3 6XQ (Company's Reg No: 07784899)
LR4. Property <i>Insert a description of the land being leased or Refer to the clause, schedule of paragraph of a schedule in this lease in which, the land being leased is more fully described. Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	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 Numbers 30, 32, 34, 36, 38, 40, 42, 44 and 46 Monxton Place Sherfield on Loddon Hook Hampshire RG27 0FB and associated parking spaces and community land (more fully described in recital (3) and the First Schedule)
LR5. Prescribed statements etc <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement. In LR5.2, omit or delete those Acts which do not apply to this lease</i>	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003 None LR5.2 This lease is made under, or by reference to, provisions of: None
LR6. Term for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options. NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003</i>	The term is as follows: 125 years from 1 st October 2011
LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable</i>	None
LR8. Prohibitions or restrictions on disposing of the lease <i>Include wherever of the two statements is appropriate. Do not set out here the wording of the provision.</i>	This lease contains a provision that prohibits or restricts dispositions



<p>LR9. Rights of acquisition etc <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provision</i></p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None</p> <p>LR9.2 Tenants covenant to (or offer to) surrender this lease None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease None</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</i></p>	<p>None</p>
<p>LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property Second schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Third Schedule</p>
<p>LR12. Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge</i></p>	<p>None</p>
<p>LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>None</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, omit or delete all the alternative statements. If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants OR The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares OR The Tenant is more than one person. They are to hold the Property on trust</p>

H M LAND REGISTRY

Land Registration Act 2002

Administrative Area : Hampshire : Basingstoke and Deane
Title Number : HP606124 and HP656997
Property : Main Structure and community land at Monxton
Place Taylors Farm Sherfield Park (Phase 8b)
Hook Basingstoke

THIS LEASE made the 28th day of October 2011
BETWEEN **CROUDACE HOMES LIMITED** having its registered office at Croudace House Caterham
Surrey of the one part and **MONXTON PLACE RESIDENTS ASSOCIATION LIMITED** having its
registered office at Croudace House Caterham Surrey of the other part

WHEREAS

- (1) In this Lease where the context so admits or requires
- (a) "The Lessor" means **CROUDACE HOMES LIMITED** its successors in title and assigns and its servants or agents
 - (b) "The Lessee" means **MONXTON PLACE RESIDENTS ASSOCIATION LIMITED** or other the person or persons in whom the term of years hereby demised is vested
 - (c) "The Plan" means the plan annexed hereto
 - (d) "The Estate" means the Lessor's building estate situate at Sherfield Park Hook Hampshire being all of the land in respect of which the Lessor is or was the Registered Proprietor under Title Number HP606124 HP632296 HP541878 HP601110 HP634542 HP656997 and HP607034
 - (e) "The blue land" means that part of the Estate which is shown edged blue on the Plan
 - (f) "The Building" means part of the building comprising the block of twelve flats bin store and cycle store shown on the Plan and thereon stippled erected or in the course of erection by the Lessor on the blue land
 - (g) "The Flats" means the flats comprised in the Building
 - (h) "The Parking Spaces" means the parking spaces shown on the plan thereon shaded in grey constructed or in the course of construction by the Lessor on the blue land
 - (i) "The Casual Parking Space" means the parking space within the blue land shown on the Plan and thereon marked "S" constructed or in the course of construction by the Lessor on the blue land
 - (j) "The Estate Roads and Footpaths" means the roads and footpaths which have been or are to be constructed on the Estate and which it is intended are to be adopted by the highway authority as highways maintainable at the public expense
 - (k) "Service Conduits" means gutters downpipes sewers pumping station drains soakaways and watercourses and gas electricity television telephone and water pipes wires and cables and other conducting media and all meters and all other apparatus appertaining thereto

(l) Reference to any Act of Parliament shall include every Act of Parliament for the time being in force amending modifying or replacing the same

(2) Before the date of this Lease the Lessor has laid out the Estate in lots of houses flats and parking spaces for sale under a scheme of development and the Lessor has caused an Estate Plan to be prepared (of which the Plan is a copy)

(3) In laying out the Estate the Lessor has set apart that part of the blue land shown and hatched black on the Plan but lying outside and around the Building and the Parking Spaces (but including the Casual Parking Space) (hereinafter referred to as "the Community Land") for the purpose of roads accessways footpaths a casual parking space steps verges gardens and open spaces and their respective ancillary buildings on the footing that each lessee from the Lessor of one of the Flats is also to be obliged to bear a proportion of the costs of maintaining repairing renewing and upholding the Community Land and (conditional upon his discharging such obligation) to be granted rights therein for the purposes of access services recreation and otherwise

(4) The Lessee is a Company incorporated with the object of carrying out the maintenance repair renewal and upholding of the Community Land and the land and structures (hereinafter called "the Main Structures") described in the First Schedule hereto its members being confined to the owners of the Flats

(5) The Lessor has agreed to grant and the Lessee has agreed to take a Lease of the Main Structures and the Community Land (hereinafter called "the Demised Premises") and the Lessee has agreed to join in the respective leases of the Flats to grant rights in the Demised Premises to give covenants to support such rights and to receive the benefit of covenants from the respective lessees to pay a charge for the upkeep of the Demised Premises

NOW THIS DEED WITNESSETH:-

1.1 **IN CONSIDERATION** of the rent hereby reserved and the covenants on the part of the Lessee hereinafter contained the Lessor **HEREBY DEMISES** unto the Lessee the Demised Premises (being part of the land comprised in Title Number HD606124 and HP656997) **TOGETHER WITH** the rights set out in the Second Schedule hereto **EXCEPTING AND RESERVING** and subject to the rights set out in the Third Schedule hereto **TO HOLD** the same unto the Lessee for the term of **ONE HUNDRED AND TWENTY FIVE YEARS AND ONE MONTH** from the 1st October 2011 **YIELDING AND PAYING** in respect of the Demised Premises during the said term the annual rent of **NINE POUNDS (£9.00)** in advance without any deductions the first such payment to be made on the date hereof (being in respect of the year ending the 30th September 2012) and all subsequent payments being made on the 1st October in every year

1.2 **THIS** Lease is made with full title guarantee

2 THE LESSEE HEREBY COVENANTS with the Lessor:-

(1) that the Lessee will observe and perform the obligations on its part contained in the Fourth Schedule hereto

(2) that the Lessee will at the request and cost of the Lessor join with the Lessor in making such grants and creating such interests in the Demised Premises as may in the absolute discretion of the Lessor be necessary or desirable to enable the Estate and any land adjoining or adjacent to the Estate but not forming part of the Estate including any such land now or formerly owned by the Lessor or which may be acquired by the Lessor after the date hereof (or any Company from time to time within the Croudace Group Limited Group of Companies) to be developed and in particular (but without in any way limiting the generality of the foregoing) join in the grants of leases of the Flats and the Parking Spaces

3 THE LESSEE in consideration of the demise hereby made **HEREBY IRREVOCABLY APPOINTS** the Lessor its Attorney on its behalf and in its name to do the following acts:-

(i) To place and negotiate orders and contracts for works to be done and materials to be supplied and services to be rendered in order to remedy any outstanding breach of any covenant on the part of the Lessee contained herein

(ii) To recover all rents and rent charges due to the Lessee and service and other charges payable to the Lessee and all other monies due to the Lessee and to enforce all covenants and conditions contained in the leases transfers and other documents executed by the Lessee pursuant to Clause 2(2) hereof or paragraph 12 of the Fourth Schedule hereto and for that purpose to take such legal proceedings in the name of the Lessee and enforce any judgments so obtained in such a manner as the Lessor shall in its absolute discretion think suitable or desirable and out of such rents service and other charges and all monies recovered under this power :-

(a) to defray the costs actually incurred by the Lessor on behalf of the Lessee including the fees and disbursements of any agents engaged by the Lessor as hereinafter provided

(b) to pay for all such works done materials supplied or services rendered for or to the Lessee on the orders of the Lessor and any balance which might remain in the hands of the Lessor forthwith into the Bank Account of the Lessee

(iii) To engage agents to do all or any of the things which the Lessor is hereby empowered to do

PROVIDED ALWAYS THAT no action claim or liability whatsoever shall be made against be imposed upon or attach to the Lessor or any agent engaged as aforesaid by virtue of any action taken by either of them under the provisions of this Clause and the Lessor in exercising this power shall have all the powers privileges and discretions enjoyed by the Lessee and the Lessee **HEREBY** further **COVENANTS** with the Lessor to ratify and confirm any act which the Lessor may do or purport to do under the Power herein contained

4 **IF** the rent hereby reserved or any part thereof shall be in arrears for the space of twenty-one days or more whether the same shall or shall not have been legally demanded or if there shall be any breach non-observance or non-performance of any of the Lessee's covenants herein contained then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and to have again repossess and enjoy the same as of its former estate

5 **THE** Lessee hereby covenants with the Lessor with the object and intent of affording the Lessor a full and sufficient indemnity but not further or otherwise that the Lessee will observe and perform the covenants stipulations and other provisions contained or referred to in the Charges Register of Title Number HP606124 and HP656997 so far as the same are still subsisting and capable of taking effect and affect the land hereby demised and will keep the Lessor fully and effectually indemnified against all actions costs claims demands and liabilities whatsoever in respect thereof

6 **THE LESSOR HEREBY COVENANTS** with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on its part to be observed and performed shall and may peaceably and quietly possess and enjoy the Demised Premises during the said term without any lawful interruption from or by the Lessor or any person claiming under it

7 **THE LESSOR HEREBY COVENANTS** with the Lessee that the Lessor will construct or cause to be constructed so much of the Estate Roads and Footpaths shown on the Plan as abut the Demised Premises to the satisfaction of the highway authority and will pay all road charges consequent upon the taking over of so much of the Estate Roads and Footpaths as aforesaid by the highway authority

8 **IT IS HEREBY AGREED AND DECLARED** (a) that there is also hereby excepted and reserved out of the Demised Premises or any part thereof for the benefit of the Lessor or other the owner or owners for the time being of any part or parts of the Estate intended to be benefited all easements wayleaves licences rights and privileges granted or to be granted by the Lessor to the Local Authority the Highway Authority or any Statutory Undertakers or any authorised broadcasting television or telecommunication organisations in connection with the services usually provided or maintained by them for the benefit and advantage of the Estate or any part thereof and that the Lessee shall if necessary join in the grant to the said Authorities or Statutory Undertakers or organisations of such easements as they shall require in connection with the provision and

maintenance of those services and give such covenants as they shall require for the protection of such easements; and (b) that the Lessee shall not (except as hereinbefore mentioned) be or become entitled to any right of light air or other easement over or against the remainder of the Estate or land adjoining thereto and shall not be entitled to grant all or any of the rights set out in the Third Schedule hereto except pursuant to the provisions of Clause 2(2) hereof and paragraph 12 of the Fourth Schedule hereto

9 IT is hereby certified that there is no agreement for lease to which this lease gives effect

IN WITNESS whereof the parties hereto have hereunto executed these presents the day and year first before written

THE FIRST SCHEDULE BEFORE REFERRED TO

(THE MAIN STRUCTURES)

1 The Building together with the subsoil thereunder and the airspace thereover but excluding from the Building those parts of the interiors thereof which consist of separate flats each such flat being taken to include the internal walls (other than load-bearing walls) the tiling or other finished surface on the floors of the flat the window frames glass in the windows all doors door frames plaster on the ceilings and walls as appropriate to a flat and in the case of a top floor flat the airspace above the ceilings thereof up to points immediately below the roof of the block in which the flat is situated (but excluding the timber contained in such air space on which the roof is supported) and all pipes wires ducts and drains solely serving each such flat

2 The subsoil under the Parking Spaces

3 The Service Conduits lying in on over or under the Community Land and for the Parking Spaces and serving (either alone or together with other land and buildings) the Building and/or the Parking Spaces and/or the Community Land

4 The water standpipes and fire points (if any) on the Community Land

THE SECOND SCHEDULE BEFORE REFERRED TO

(RIGHTS GRANTED)

1 The right to the free and uninterrupted passage and running of water soil gas and electricity through the Service Conduits which are now or may in the future be through on under or over the other parts of the Estate (insofar as the same serve the Demised Premises) either alone or jointly or in common with the Lessor and all other the person or persons who are now or may hereafter be entitled to connect with or use the same or any of them the Lessee bearing paying and contributing together with the Lessor and such other persons a fair proportion according to the extent to which their respective premises are served thereby of the cost of repairing maintaining renewing adjusting altering and cleansing such Service Conduits as aforesaid and a right of entry (in case of necessity) on to the other parts of the Estate for the purpose of repairing maintaining renewing adjusting altering and cleansing such Service Conduits as aforesaid the Lessee making good forthwith at its own expense all damage occasioned by such entry provided that

(a) for the purposes hereof to the extent that the Service Conduits for which the Lessee is responsible under the Fourth Schedule hereto serve the Flats and the Parking Spaces they shall instead be deemed to serve the property of the Lessee and

(b) in the case of Service Conduits referred to in paragraph 8(h) of the Fourth Schedule hereto the Lessee shall in accordance with the provisions thereof pay the contributions otherwise payable by the lessees of the Flats and the Parking Spaces

2 The right to enter upon any part of the Estate not within the Demised Premises at all reasonable times in the daytime upon first giving notice to the owner or lessee or tenant thereof or at any time in an emergency for the purposes of repairing maintaining painting and rebuilding the Demised Premises or any part thereof the Lessee making good forthwith at its own expense any disturbance thereby caused

3 The right to make connections to any television aerial or aerial array erected on the roofs of the Building the Lessee making good at its own expense any disturbance thereby caused

4 The right for the eaves gutters spouts and downpipes and the foundations and footings belonging to the Building to overhang or protrude into the adjoining land included in the Estate and the right to enter upon such adjoining land at all reasonable times for the purposes of repairing maintaining painting and rebuilding any part of the Building erected next to the boundary on the Demised Premises the person exercising such right making good at his own expense any disturbance thereby caused

5 The right at all times and for all reasonable purposes connected with the use and enjoyment of the Demised Premises in common with the Lessor and its successors in title and all other persons to whom a like right has been or may hereafter be granted for the Lessee and all persons authorised by it or them to pass and repass over and along the Estate Roads and Footpaths together with a similar right at ground floor level only over the land shown coloured purple on the Plan (and not hereby demised) laying outside the blue land the Lessee bearing paying and contributing together with such other persons who are now or may hereafter be entitled to use such right a fair proportion according to the extent of the user thereof of the cost of repairing and maintaining the said land shown coloured purple

PROVIDED ALWAYS that none of the rights granted in this Schedule shall apply to or be exercised over any electricity substation site or sites or gas governor kiosk or kiosks

THE THIRD SCHEDULE BEFORE REFERRED TO

(RIGHTS RESERVED)

EXCEPT AND RESERVED UNTO :-

(A) In respect of the rights set out in parts 1, 2 and 3 of this Schedule the Lessor and its successors in title the owner or owners for the time being of the reversion to the Demised Premises the remainder of the Estate other than the Demised Premises and each and every part thereof and any land adjoining or adjacent to the Estate now or formerly owned by the Lessor or which may be acquired by the Lessor after the date hereof (or in each case any company from time to time within the Croudace Holdings Limited Group of Companies) and all persons authorised by the Lessor

(B) In respect of the rights set out in parts 1, 2 and 3 of this Schedule each lessee for the time being of one of the Flats and all persons authorised by any such lessee

(C) In respect of the rights set out in part 1 and 3 of this Schedule the owner or owners for the time being of any land adjoining or adjacent to the Estate (other than as referred to at (A) above) with any building erected or to be erected thereon to whom any of the said rights has been or may have been granted by the Lessor

(D) In respect of the rights set out in part 1 of this Schedule the Local Authority the Highway Authority the Statutory Undertakers and authorised broadcasting television and telecommunications organisations

PART 1

1 A right of way at all times and for all reasonable purposes to pass and repass with or without vehicles or on foot only (where appropriate) over and along all roads vehicular accessways footpaths and steps forming part of the Demised Premises or which may be constructed on the Demised Premises in the future

2(a) The right to enter upon the Demised Premises with or without workmen materials and appliances and to construct or lay on over or under the Demised Premises further roads vehicular accessways and/or footpaths or extend any of those presently existing or to be included in the Estate to any of the boundaries of the Demised Premises either for use as part of the Estate or for the benefit of adjoining or adjacent land or both and/or to construct or lay on over or under the Demised Premises Service Conduits (including highway drains) to serve the other parts of the Estate and any adjoining or adjacent land as hereinbefore referred to either alone or jointly or in common with the Demised Premises the person exercising such right making good forthwith any damage thereby caused

(b) The right to enjoy the free and uninterrupted passage and running of water soil gas electricity telephone television and other appropriate services through the Service Conduits which are now or may in the future be through on over or under the Demised Premises either alone or jointly or in common as aforesaid the Lessor and other persons as aforesaid who exercise such right bearing paying and contributing together with the Lessee a fair proportion of the cost of repairing maintaining renewing adjusting altering and cleansing such Service Conduits as aforesaid according to the extent to which their respective properties are served thereby and the right to enter upon the Demised Premises with or without workmen materials and appliances for the purpose of connecting to inspecting repairing maintaining renewing adjusting altering and cleansing such Service Conduits as aforesaid (the person exercising such right making good forthwith any damage thereby caused) Provided that for the purposes hereof to the extent that such Service Conduits serve the Flats and the Parking Spaces they shall instead be deemed to serve the property of the Lessee

(c) The right to enter upon the Demised Premises with or without workmen materials and appliances to carry out any works which the Lessor deems necessary (i) to complete the development of the Estate or any part thereof or (ii) to comply with any condition contained in the planning permission or any agreement entered into by the Lessor with the local planning authority relating to the said development

3 The right to enter upon the Demised Premises and erect thereon or affix to any building thereon and thereafter maintain repair and renew a street nameplate in a position nominated by the Local Authority (the person exercising such right making good forthwith any damage thereby caused)

4 The right to enter upon the Demised Premises and excavate and plant or sow and replace any seeds bulbs shrubs and trees therein in accordance with the Scheme of Landscaping of the Lessor agreed with the Local Authority (the person exercising such right making good forthwith any damage thereby caused)

5 The right for the eaves gutters spouts and downpipes and the foundations and footings belonging to the building now erected on the adjoining land included in the Estate to overhang or protrude into the Demised Premises

6 The right to enter upon the Demised Premises at all reasonable times for the purposes of repairing maintaining painting and rebuilding any building erected next to the boundary on the adjoining land the person exercising such right making good at his own expense any disturbance thereby caused

7 The right to enter upon the Demised Premises and/or the Building for the purpose of placing thereon and/or affixing thereto lighting columns and/or bulkhead lights (the person exercising such right making good any damage thereby caused)

8 The right to use the bin stores shown on the Plan and thereon stippled and marked "BIN STORE"

9 The right to use the Casual Parking Space (together with the right to pass and repass over and along the accessways leading thereto) for the parking of a private motor vehicle the Lessor or other persons as aforesaid bearing paying and contributing together with the Lessee a fair proportion according to the extent of user thereof of the cost of repairing and maintaining the said parking space PROVIDED that such right shall not be exercisable in respect of the said parking space at any time when the same is already being used by any persons lawfully entitled so to do

10 The right to use the cycle store shown on the Plan for the parking of bicycles only

PART 2

1 The right to use for recreation subject to all regulations from time to time made by the Lessee those parts of the Demised Premises laid out for that purpose

2 A right of way on foot only over and along the entrance halls staircases and passages in the Building for the purposes of access to and egress from the Flats

3 A right of support and protection from the Main Structures for the Flats and for the Parking Spaces from the subsoil thereunder

4 The right for the Lessor and the owner or lessee of each of the Flats to use and keep a dustbin in one of the areas within the Demised Premises as determined by the Lessee

5 The right for the Lessor to make connection to any television aerial or aerial array on the roofs of the Building and the right for the Lessor and the lessees of the Flats to use any such aerial or aerial array and connections

PART 3

1 Full and free right of access of light and air to any building erected or to be erected in the future on the remainder of the Estate or any adjoining land as aforesaid or any part thereof notwithstanding that the same may restrict or interfere with the free use of the Demised Premises

2 The right to build on to any adjoining garage boundary wall on the Demised Premises for the purpose of constructing a garage whether or not such garage is built by the Lessor

3 The right to build or rebuild or alter any building now or in the future to be erected upon the remainder of the Estate or any adjoining or contiguous land in any manner it may think fit and notwithstanding any interference thereby occasioned to the access of light or air to the Demised Premises and the right to enter upon the Demised Premises whenever necessary for the purpose of carrying out such building or rebuilding or alteration

4 The right to enter upon the Demised Premises at all reasonable times upon first giving notice to the Lessee or at any time in an emergency for the purposes of executing repairs alterations and renewals to or for maintaining cleansing and decorating the parts of the Building not included in the Demised Premises and any building constructed next to the boundary on adjoining land or any parts thereof and any walls or fences belonging thereto the person exercising such right making good at his own expense any disturbance thereby caused

THE FOURTH SCHEDULE BEFORE REFERRED TO

(COVENANTS BY THE LESSEE)

1 That the Lessee will pay the rent reserved at the times and in the manner aforesaid

2 That the Lessee will pay all rates taxes charges duties burdens assessments outgoings and impositions of every description which now are or may hereafter be during the said term imposed rated taxed charged assessed or made payable upon or in respect of the Demised Premises

3 That the Lessee will keep properly supported and protected the Main Structures the right to the support and protection from which has been reserved pursuant to the provisions of the Third Schedule hereto

4 That the Lessee will keep the Demised Premises and all appurtenances thereof including walls and fences erected on or surrounding the Community Land and all additions thereto properly supported maintained reconstructed and cleansed and will keep the Lessor indemnified against all costs and expenses in connection therewith

5 That the Lessee will permit the Lessor with or without workmen and others at convenient times in the daytime to enter into and upon the Demised Premises or any part thereof to view and examine the state and condition thereof and of all defects and failures to perform the covenants on the Lessee's part herein contained as shall then and there be found to give notice in writing to the Lessee to repair and perform the same within three calendar months then next following within which time the Lessee will repair amend and perform the same accordingly

6 That the Lessee will permit the Lessor or the owners tenants or occupiers of any of the Flats or owners of the houses garages and parking spaces within the Estate and all persons authorised by it or them to enter into the Demised Premises at all reasonable times or at any time in an emergency for the purpose of cleansing decorating repairing renewing altering and maintaining any of the Flats houses garages or parking spaces or any sewers drains pipes wires cables or gutters used in connection with or for the accommodation of the same

7 That the Lessee will execute all such works as are or may be under or in pursuance of any Act of Parliament already passed or to be passed directed or required by any local or public authority

to be executed at anytime during the said term upon or in respect of the Demised Premises (and whether by the landlord or the tenant thereof) or in respect of the accessways streets or forecourts adjoining thereto or to the sewers or drains thereunder or the lighting thereof

8 That the Lessee will:-

- (a) maintain that portion of the Community Land laid out by the Lessor as garden grounds with lawns flowerbeds planting boxes shrubs and trees so as to provide attractive and peaceful amenity grounds for the enjoyment of the lessees of the Flats and will preserve all trees statutory architectural and other features on the Demised Premises
- (b) maintain repair renew as necessary and cleanse those parts of the Demised Premises laid out as steps roadways forecourts and footpaths in a good and proper state of repair and in a neat and tidy condition
- (c) maintain that part of the Demised Premises laid out as a refuse area in a good and proper state of repair and in a neat and tidy condition
- (d) maintain all water standpipes and fire points (if any) erected on the Demised Premises and pay all charges in connection therewith
- (e) provide and maintain the lighting of the steps roadways footpaths to the extent only that such lighting is not provided at public expense and pay all charges in connection therewith
- (f) maintain the support for and cover to the Flats insofar as such support and cover is derived from the Demised Premises
- (g) repair maintain renew and cleanse the Service Conduits lying in on over or under the Demised Premises and/or the Parking Spaces and serving either alone or together with any other property the Building or any part or parts thereof (other than one only of the Flats) and/or the Community land and/or the Parking Spaces
- (h) bear pay and contribute a fair proportion of the cost of repairing maintaining renewing adjusting altering and cleansing the Service Conduits lying in on over or under the remainder of the Estate other than the blue land and which serve the Demised Premises or the Flats or the Parking Spaces according to the extent to which the Demised Premises and the Flats and the Parking Spaces are served thereby
- (i) maintain and repair that part of the Building laid out as a cycle store in a good and property state of repair and in a neat and tidy condition

9 That the Lessee will make fair and reasonable bye-laws for regulating the use of the Demised Premises and will enforce such bye-laws and regulations against all persons using the Demised Premises and further that the Lessee will take all action necessary (whether under either the civil or criminal laws as shall be more appropriate) to prevent any person or persons from causing damage to the Demised Premises or any part thereof or doing anything on the Demised Premises which shall or may cause damage annoyance or nuisance to the Lessor or the owner or occupier of any of the Flats

10 That the Lessee will indemnify and keep indemnified the Lessor from and against all actions claims costs and demands arising out of the use of the Demised Premises or the retention of anything on the Demised Premises or any defect arising in the Demised Premises or any part thereof

11 That the Lessee will forthwith insure and henceforth keep insured the whole of the Building and all additions thereto in the full replacement value thereof from time to time in the joint names of the Lessor and the Lessee from loss or damage by fire aircraft and such other risks as the Lessor may from time to time direct with an Insurance Company to be appointed in writing by the Lessor through the Lessor's agency and also will effect such insurance against liability to the public or persons entering on to the Demised Premises and damage caused to adjoining properties (whether owned by the Lessor or not) and will pay all premiums and sums of money necessary for that purpose and will whenever required by the Lessor so to do produce to the Lessor or its agents the policy of such insurance and the receipt for the current amounts of premium payable in respect thereof and will

forthwith out of the monies received by virtue of any such insurance and out of the Lessee's own monies if necessary rebuild repair or otherwise reinstate in a good and substantial manner under the direction and to the satisfaction of the Lessor's Surveyor the Building and additions thereto or any part thereof destroyed or damaged and will pay the fees of the Lessor's Surveyor And if the Lessee shall at any time fail to produce the receipt for any premiums to the Lessor or its agents upon its request the Lessor may do all things necessary to effect or maintain such insurance and all monies expended by it for that purpose with interest thereon at the rate equal to four per centum per annum over the Base rate for the time being of the National Westminster Bank PLC shall be a debt due from the Lessee to the Lessor on demand And also will not collect or accumulate upon the Demised Premises any offensive or inflammable materials or things or otherwise do or permit to be done anything which may invalidate or affect any insurance of the Building

12 That the Lessee will whenever called upon by the Lessor but at the cost of and expense of the Lessor join with the Lessor in either a Lease or a Deed of Grant (as the Lessor may in its absolute discretion determine) to grant to the owners lessees and tenants of the Flats houses garages and parking spaces on the Estate or the owner or occupier of any land adjoining or adjacent to the Estate such easements rights and privileges in or over the Demised Premises as the Lessor may require

13 That the Lessee will pay to the Lessor all costs charges and expenses (including Surveyor's fees and legal costs) which may be payable or incurred by the Lessor in or in contemplation of any proceedings under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

14 That the Lessee will:-

- (a) keep the entrance halls stairways passages and landings in the Building properly lighted and cleaned
- (b) maintain the wiring meters switches lights and other apparatus used for the purpose of lighting the said entrance halls and stairways passages and landings in good repair and working order and pay all charges for electricity consumed
- (c) not hinder or obstruct or permit to be hindered or obstructed in any manner the passage of persons entitled to use the same over and along the said entrance halls stairways passageways and landings

15 That the Lessee will not:-

- (a) cut maim alter or injure any wiring plumbing pipes or cables of any kind laid in or through or under the Demised Premises
- (b) erect any building shed or hut or erection of any kind temporary or otherwise on the Demised Premises nor make any alteration in the walls architectural features or decorations of or on the Demised Premises
- (c) erect any television radio or other aerial or aerial array or satellite dish upon the exterior parts of the Demised Premises

16 That the Lessee will not hinder or obstruct or permit to be hindered or obstructed in any manner the passage of persons entitled to use the same over or along the roads pathways parking spaces forecourts or accessways on the Estate nor obstruct or otherwise interfere with in any manner (except a reasonable interference for the purpose of immediate repair) the free passage running and transmission of water soil gas and electricity through the Service Conduits running or passing through the Demised Premises And also will not park or leave or permit to be parked or left unattended any motor or other vehicle on any road or way on the Estate save in those areas (if any) reserved for parking purposes

17 That the Lessee will not at any time during the said term:-

- (a) use or permit to be used the open lands on the Demised Premises other than as amenity grounds for the use and enjoyment of the residents of the Flats
- (b) carry on or permit to be carried on any process manufacture profession trade or business whatsoever upon the Demised Premises so that any nuisance or

annoyance can arise therefrom to the neighbourhood or to the Lessor or to the owners or occupiers of the Estate or any part or parts thereof or any adjoining or neighbouring land

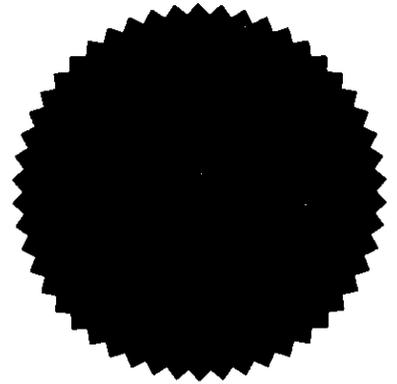
(c) erect affix or display on any part of the Demised Premises any placard poster sign or advertisement notice or writing

18 That the Lessee will comply with notices served upon it under the Town and Country Planning Acts and will notify the Lessor of such notices and if required by the Lessor will join with the Lessor in making an objection to or resisting the grant or refusal of permission to develop the Demised Premises or the Estate under the Town and Country Planning Acts

Executed as a deed by affixing the common seal of **CROUDACE HOMES LIMITED** in the presence of:-

Signature of director 

R. R. JONES



Signature of [director] [authorised signatory] 

CAROLINE J. BAILEY

Dated 28th October 2011

CROUDACE HOMES LIMITED

- to -

**MONXTON PLACE RESIDENTS
ASSOCIATION LIMITED**

LEASE

of

Main Structure and Community Land
at Monxton Place Sherfield Park (Phase 8b)

Term: 125 years and 1 month
From: 1st October 2011
Rent: £9.00 per annum

*ManCo Lse Sherfield 8b
10/11*

Land outside area outlined in red to be referred to for location purposes only and is subject to alteration.

Boundaries to properties, manhole and inspection chamber positions are approximate and subject to adjustment.

The proposed development is open planned and no walls, hedges or fences are to be erected in front of the building line except where shown.

Existing or proposed trees, whether or not indicated on this drawing may be retained, removed or provided at the Company's discretion.

- Public soil sewer
- Public surface water sewer
- Boundary fence
- Lamp column
- Postal number
- Ground floor only subject to lease
- Affordable housing



House Type Reference Key

- B 1 The Burlington
- B r The Brindley
- C g The Cottage
- C m The Compton
- D r The Dorset
- H r The Harcourt

B. Plot 116/200 and affordable housing area awarded A.L.B. Oct. 2011
 A. Plot 121/234 added and affordable housing area awarded A.L.B. June 2011

Croudace HOMES.CO.UK

BASINGSTOKE
 SHERFIELD PARK 8B

PLOT PLAN

SCALE: 1/1250 @ A4
 DATE: DECEMBER 2010
 DRAWN: A.L.B.
 CHECKED:
 DRG.No.: 011/220

LOCATION PLAN

