

LR1. Date of lease	9 December 2011
LR2. Title number(s)	<b>LR2.1 Landlord's title number(s)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered</i> HP606124
I/We hereby certify this to be a true copy of the original	
NEALE TURK <b>NEALE TURK LLP</b> Solicitors 74 Bounty Road Basingstoke RG21 3BZ	<b>LR2.2 Other title numbers</b> <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made</i> HP656997 and HP742468
<b>LR3. Parties to this lease</b> <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>	<b>Landlord</b> CROUDACE HOMES LIMITED of Croudace House Caterham Surrey CR3 6XQ (Company's Reg No: 813521)  <b>Tenant</b> both of _____ and _____  <b>Management Company</b> MONXTON PLACE RESIDENTS ASSOCIATION LIMITED of Croudace House Caterham Surrey CR3 6XQ (Company's Reg No: 07784899)
 SEQ196	<b>LR4. Property</b> <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>  <b>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</b>  Flat No Monxton Place Sherfield on Loddon Hook Hampshire Basingstoke Hampshire RG27 0FB more fully described in Part 1 of the Third Schedule
<b>LR5. Prescribed statements etc</b> <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>	<b>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</b>  None  <b>LR5.2 This lease is made under, or by reference to, provisions of:</b>  None
 COPY	<b>LR6. Term for which the Property is leased</b> <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 <sup>st</sup> October 2011
<b>LR7. Premium</b> <i>Specify the total premium, inclusive of any VAT where payable</i>	£105,094.00
<b>LR8. Prohibitions or restrictions on disposing of the lease</b> <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><b>LR9. Rights of acquisition etc</b>  <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><b>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</b>  None</p> <p><b>LR9.2 Tenants covenant to (or offer to) surrender this lease</b>  None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b>  None</p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>  <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><b>LR11. Easements</b>  <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements</i></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b>  Part 2 of the Third Schedule</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b>  Part 1 of the Third Schedule</p>
<p><b>LR12. Estate rentcharge burdening the Property</b>  <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><b>LR13. Application for standard form of restriction</b>  <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>The parties to this lease apply to enter the following standard form of restriction against the title of the Property:</p> <p>"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by Croudace Homes Limited of Croudace House Caterham Surrey CR3 6XQ or their conveyancer that the provisions of clause 4(b)(iii) of a lease dated and made between Croudace Homes Limited (1) Monxton Place Residents Association Limited (2) and Lauren Annie Roffey and Matthew Richard Bright (3) have been complied with or do not apply"</p>
<p><b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>  <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><del>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</del>  <del>OR</del>  The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares  <del>OR</del>  <del>The Tenant is more than one person. They are to hold the Property on trust</del>  .....</p>

H M LAND REGISTRY

Land Registration Act 2002

Administrative Area : Hampshire : Basingstoke and Deane  
Title Numbers : HP606124 and HP742468  
Property : Postal address: 4 Monxton Place Sherfield on Loddon  
Hook Hampshire  
Postcode: RG27 0FB  
formerly known as Plot 307 Sherfield Park (Phase 8B)

THIS LEASE made the 9<sup>th</sup> day of December 2011  
BETWEEN CROUDACE HOMES LIMITED whose registered office is at Croudace House Caterham  
Surrey CR3 6XQ (hereinafter called "the Lessor") of the first part MONXTON PLACE RESIDENTS  
ASSOCIATION LIMITED whose registered office is at Croudace House Caterham aforesaid  
(hereinafter called "the Managers") of the second part and LAUREN ANNIE ROFFEY and MATTHEW  
RICHARD BRIGHT both of 16 Rotary Court Hampton Court Road East Molesey Middlesex KT8  
9BD (hereinafter called "the Lessee") of the third part

WHEREAS:

- (1) In this Lease where the context so admits or requires
- (i) "The Lessor" includes the estate owner or estate owners for the time being of the reversion to the premises hereby demised expectant on the determination of the term hereby granted
  - (ii) "The Lessee" includes his successors in title in respect of the term hereby granted and where there are two or more persons included in the expression "the Lessee" covenants by the Lessee shall be deemed to be made by such persons jointly and severally
  - (iii) "The Plan" means the plan annexed hereto
  - (iv) "The Estate" means the Lessor's building estate situate at Sherfield Park Hook Hampshire being all the land in respect of which the Lessor is or was the Registered Proprietor under Title Numbers HP606124 HP632296 HP541878 HP601110 HP634542 HP656997 and HP607034
  - (v) "The blue land" means that part of the Estate which is shown edged blue on the Plan
  - (vi) "The Building" means that part of the building comprising the block of nine 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
  - (vii) "The Flats" means the flats comprised in the Building
  - (viii) "The Parking Spaces" means the parking spaces shown on the Plan and thereon shaded in grey constructed or in the course of construction by the Lessor on the blue land
  - (ix) "The Casual Parking Space" means the parking space within the blue land shown on the Plan and thereon marked "S"
  - (x) "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

(xi) "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 other apparatus appertaining thereto

(xii) "The Section 106 Agreement" means a planning obligation (by Agreement) made pursuant to Section 106 of the Act dated 4th May 2000 in relation to application reference BDB 40788 and made between Basingstoke and Deane Borough Council ("the Council") (1) David John Martin Williams and Anne Julie Winifred Williams (2) and the Lessor (then known as Croudace Limited) (3) as varied by

(i) a Deed dated 13th February 2006 and made between the Council (1) the Lessor (2) and HSBC Bank plc (3) and

(ii) a Deed dated 25 May 2007 and made between the Council (1) and the Lessor (2)

(iii) a Deed dated 31st January 2011 and made between the Council (1) the Lessor (2) and the Royal Bank of Scotland plc (3)

(xiii) Words importing the masculine gender shall include the feminine and words importing the singular shall include the plural

(xiv) 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 the Lessor has caused an Estate Plan to be prepared (of which the Plan is a copy and which Estate Plan has been inspected by the Lessee) and the Lessor has caused to be prepared a common form of Lease (being substantially in the same form as this Lease) containing divers stipulations to be observed by the owner for the time being of each of such of those plots as comprise flats and parking spaces varying inter se according to the nature of each such flat and parking space and the scheme of development to be carried out but not otherwise (such stipulations being set forth in the First Schedule hereto)

(3) It is the intention of the Lessor and the Lessee that the Lessee purchases upon the express understanding that subject as hereinafter appears each lessee of a flat and parking space on the Estate is to have the benefit of the stipulations binding on all other flats and parking spaces thereon whether such flats and parking spaces are sold or granted to the respective purchasers thereof before or after the date of the lease by the Lessor to each such lessee

(4) In laying out the Estate the Lessor has set apart that part thereof 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 called "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 with one of the Parking Spaces is also to be obliged to bear a proportion of the cost 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

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

(6) The Lessor has granted to the Managers a Lease (hereinafter called "the Management Company Lease") of the Main Structures and the Community Land and the Managers has agreed to join in this Lease in manner hereinafter appearing

(7) The Lessor and the Managers have respectively agreed to grant and the Lessee agreed to take the term hereby created in the premises which are more particularly described in the first part of the Third Schedule hereto and are hereinafter called "the Premises" for the price and sum of **ONE HUNDRED AND FIVE THOUSAND NINETY FOUR POUNDS (£105,094.00)** and upon the express

understanding that the Lessor and the Managers respectively grant and the Lessee takes pursuant to and on the footing of the scheme of development referred to in the foregoing recitals

**NOW THIS DEED WITNESSETH** and it is hereby agreed and declared as follows:-

1.1 **IN** consideration of the sum of **ONE HUNDRED AND FIVE THOUSAND NINETY FOUR POUNDS (£105,094.00) NOW PAID BY THE** Lessee to the Lessor (the receipt of which the Lessor hereby acknowledges) and of the rents hereby reserved and of the Lessee's covenants hereinafter set forth the Lessor **HEREBY DEMISES** unto the Lessee **ALL THOSE** the Premises being part of the land comprised in Title Number HP606124 **EXCEPT AND RESERVED AND SUBJECT** as mentioned in Part 1 of the Third Schedule hereto **TOGETHER WITH** the rights set forth in Part 2 of the Third Schedule hereto and **TO HOLD** unto the Lessee for the term of **ONE HUNDRED AND TWENTY-FIVE YEARS** from the 1<sup>st</sup> October 2011 **YIELDING AND PAYING** in respect of the Premises during the said term the annual rents hereinafter mentioned

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

2 **IN** consideration of the Service Charge payable pursuant to Clause 3(b) hereof and of the covenants on the part of the Lessee with the Managers hereinafter contained (the payment and performance of which by the Lessee are deemed to be a condition of this grant) the Managers **HEREBY GRANTS** unto the Lessee in common with the other lessees of the Flats and all others entitled thereto the rights set forth in Part 2 of the Third Schedule hereto above referred to **TO HOLD** unto the Lessee for the term of one hundred and twenty-five years from the 1<sup>st</sup> October 2011 **YIELDING AND PAYING** therefor to the Managers the yearly rent of **ONE POUND (£1.00)** payable in advance on the 1<sup>st</sup> January in each year **AND ALSO** the further and additional rent hereinafter mentioned

3 **THE LESSEE HEREBY COVENANTS WITH THE MANAGERS:-**

- (a) To pay the yearly rent reserved in Clause 2 hereof at the times therein specified and free and clear of all deductions
- (b) To pay the Managers by way of further and additional rent a service charge (hereinafter referred to as "the Service Charge") equal to one-ninth part of the costs and expenses incurred by the Managers which in its absolute discretion may seem necessary or desirable of and incidental to performing and observing its obligations hereunder and its obligations under the lease from the Lessor to it of the Community Land and the Main Structures employing auditors and managing itself including the fees of any agents engaged to carry out its obligations as aforesaid subject to the following terms and conditions:-

1) As soon as practicable after the end of each financial year of the Managers (which expression shall mean the period from the 1<sup>st</sup> January in any year to the 31<sup>st</sup> December in the following year) all costs and expenses incurred as aforesaid by the Managers during that year and the amount of the accumulated reserves as hereinafter referred to as they stand prior to the application of any part thereof in payment or part payment of the costs and expenses for that year shall be determined and certified by the auditors of the Managers (such certificates of the auditors to be final and binding upon the Managers and the Lessee as to the matters stated therein)

2) The amount of the Service Charge payable by the Lessee as aforesaid for each financial year of the Managers shall be one-ninth part of the costs and expenses for that year certified as aforesaid (after applying such amount if any from the accumulated reserves in payment or part payment thereof as the Managers shall in its absolute discretion determine) together with such further sum as the Managers shall in its absolute discretion consider it expedient to hold as (additional) reserves

3) The Lessee shall pay to the Managers by equal half yearly payments on the 1<sup>st</sup> January and the 1<sup>st</sup> July in each financial year of the Managers such sum as the Managers shall in its discretion specify on account of the Service Charge payable by the Lessee for that year and the Lessee shall pay to the Managers on the date hereof a proportionate part thereof calculated from the date hereof to either the 1<sup>st</sup> January or the 1<sup>st</sup> July next as may be appropriate

4(c) The provisions of clause 4(b) shall not apply to any mortgagee of the Premises when exercising its power of sale in respect of the Premises or any successors in title to the Premises following that sale.

5 **PROVIDED ALWAYS THAT:-**

(A) The Lessor shall have power to vary the letting of the parts of the Estate from time to time not sold by the Lessor

(B) The Lessor and its successors in title being the owner or owners of the land in the Estate for the time being remaining unsold may at any time or times hereafter release waive or modify any of the stipulations imposed by the Lessor upon any part of the land at any time comprised in the Estate (including the land hereby demised) and the covenant on the part of the Lessee hereinbefore contained shall not operate to impose any restrictions on the manner in which the Lessor or its successors may deal with any other land belonging to it or them or be deemed to create a Building Scheme

6(a) The annual rents hereby reserved in respect of the Premises shall be:-

- (i) for the first 25 years of the said term the sum of **TWO HUNDRED POUNDS (£200.00)** (hereinafter called "the initial rent")
- (ii) for the next 25 years of the said term a sum equal to two times the initial rent
- (iii) for the next 25 years of the said term a sum equal to three times the initial rent
- (iv) for the next 25 years of the said term a sum equal to four times the initial rent
- (v) for the residue of the said term a sum equal to five times the initial rent

(b) Such rents shall be payable in advance from the date hereof (clear of all deductions whatsoever for taxes charges assessments impositions or outgoing of whatever description) by equal half yearly payments on the 1<sup>st</sup> January and 1<sup>st</sup> July the first such payment (or a proportionate part thereof) to be made on the date hereof

7 **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** and (except in respect of sub-clauses (i), (xi) and (xv) of this Clause) as a separate covenant with the Managers :-

- (i) **TO** pay to the Lessor the rents hereby reserved at the times and in the manner aforesaid
- (ii) **TO** pay all taxes rates charges assessments impositions and outgoing of every description whether of an income or of a capital nature which now are or may hereafter be during the said term imposed assessed or made payable upon or in respect of the Premises or any erection or structure thereon or upon the Lessor or the Lessee in respect thereof excluding income or corporation taxes payable in respect of the rent or any tax payable in respect of dealing in the reversion
- (iii) **TO** keep the Premises and everything attached thereto and used solely in connection therewith in good and substantial repair and condition and so deliver up the same to the Lessor at the expiration or sooner determination of the said term
- (iv) **TO** keep the glass in the windows of the Premises properly repaired and cleaned and in the eighth year of the said term and in every eighth year thereafter and in the last year thereof howsoever determined to paint with good quality paint and whiten and paper respectively all such parts of the inside of the Premises as are usually or have been previously so treated in a workmanlike manner to the reasonable satisfaction of the Lessor
- (v) **TO** permit the Lessor and the Managers and their respective servants or agents with or without workmen and others during the said term at convenient hours in the daytime to enter into and upon the Premises to view and examine the state

4) When the next half yearly payment on account of the Service Charge following the issue of such certificates as aforesaid becomes due the Managers shall furnish the Lessee with copies of such certificates and a statement showing the amount (if any) from the accumulated reserves which the Managers intend to apply towards payment of the costs and expenses for the year to which the certificates relate and the amount (if any) which the Managers have decided to collect to hold as (additional) reserves and either the Lessee shall pay to the Managers in addition to such payment on account of the Service Charge the amount by which the Service Charge for the year to which the certificates relate exceeds the total of the sums paid by the Lessee on account for that year or alternatively the Managers shall credit the Lessee with the amount by which the total of the sums paid by him on account for that year exceed the Service Charge for that year

4(a) **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** and all other persons claiming under the Lessor as purchasers of any part or parts of the Estate to the intent that the burden of this covenant shall run with and bind the Premises and every part thereof and to the intent that the benefit thereof may be annexed to and devolve with each and every part of the Estate whether freehold or leasehold other than the Premises to observe and perform the stipulations contained in the First Schedule hereto

4(b) The Premises are transferred by the Lessor as a Low Cost Market Dwelling as defined in the Section 106 Agreement and in order that the Premises may continue to be available at a discount when compared to its open market value then (subject always to clause 4(b)(B) below) the Lessee covenants with the Lessor:-

(i) not to dispose of the Premises (except by way of assured shorthold tenancy) other than at a maximum sale price of 75% of market value (and it shall be sufficient proof of market value if such market value is evidenced by a valuation carried out by an independent chartered surveyor being a member of the Royal Institute of Chartered Surveyors of at least 10 years standing) such valuation being carried out not more than 6 months prior to completion of the sale

(ii) not to dispose of the Premises (except by way of an assured shorthold tenancy) except to persons nominated by Basingstoke and Deane Borough Council ("the Council") who comply with the occupancy criteria set out in Part 1 of Appendix F to the Section 106 Agreement (excluding the provisions of the first paragraph of the said Part 1) save that if either

(A) the Council does not nominate purchasers (such nomination to be accompanied by details of the conveyancer acting for the nominee) for the Premises within 4 weeks of written request by the Lessee and/or

(B) the nominated person does not proceed to exchange contracts for the purchase of the Premises within 3 months of receipt by the Lessee of the nomination by the Council

then the Lessee shall be free to dispose of the Premises to any third party disregarding the occupancy criteria in Part 1 of Appendix F

(iii) not to dispose of the Premises except to a person who has entered into a deed of covenant with the Lessor to observe and perform the covenants on the part of the Lessee contained in this clause 4(b)

(iv) immediately following completion to apply to the Land Registry for registration of the following restriction on the title to the Premises

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by Croudace Homes Limited of Croudace House Caterham Surrey CR3 6XQ or their conveyancer that the provisions of clause 4(b)(iii) of a lease dated \_\_\_\_\_ and made between Croudace Homes Limited (1) Monxton Place Residents Association Limited (2) and Lauren Annie Roffey and Matthew Richard Bright (3) have been complied with or do not apply"

4(c) The provisions of clause 4(b) shall not apply to any mortgagee of the Premises when exercising its power of sale in respect of the Premises or any successors in title to the Premises following that sale.

5 **PROVIDED ALWAYS THAT:-**

(A) The Lessor shall have power to vary the letting of the parts of the Estate from time to time not sold by the Lessor

(B) The Lessor and its successors in title being the owner or owners of the land in the Estate for the time being remaining unsold may at any time or times hereafter release waive or modify any of the stipulations imposed by the Lessor upon any part of the land at any time comprised in the Estate (including the land hereby demised) and the covenant on the part of the Lessee hereinbefore contained shall not operate to impose any restrictions on the manner in which the Lessor or its successors may deal with any other land belonging to it or them or be deemed to create a Building Scheme

6(a) The annual rents hereby reserved in respect of the Premises shall be:-

- (i) for the first 25 years of the said term the sum of **TWO HUNDRED POUNDS (£200.00)** (hereinafter called "the initial rent")
- (ii) for the next 25 years of the said term a sum equal to two times the initial rent
- (iii) for the next 25 years of the said term a sum equal to three times the initial rent
- (iv) for the next 25 years of the said term a sum equal to four times the initial rent
- (v) for the residue of the said term a sum equal to five times the initial rent

(b) Such rents shall be payable in advance from the date hereof (clear of all deductions whatsoever for taxes charges assessments impositions or outgoings of whatever description) by equal half yearly payments on the 1<sup>st</sup> January and 1<sup>st</sup> July the first such payment (or a proportionate part thereof) to be made on the date hereof

7 **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** and (except in respect of sub-clauses (i), (xi) and (xv) of this Clause) as a separate covenant with the Managers :-

- (i) **TO** pay to the Lessor the rents hereby reserved at the times and in the manner aforesaid
- (ii) **TO** pay all taxes rates charges assessments impositions and outgoings of every description whether of an income or of a capital nature which now are or may hereafter be during the said term imposed assessed or made payable upon or in respect of the Premises or any erection or structure thereon or upon the Lessor or the Lessee in respect thereof excluding income or corporation taxes payable in respect of the rent or any tax payable in respect of dealing in the reversion
- (iii) **TO** keep the Premises and everything attached thereto and used solely in connection therewith in good and substantial repair and condition and so deliver up the same to the Lessor at the expiration or sooner determination of the said term
- (iv) **TO** keep the glass in the windows of the Premises properly repaired and cleaned and in the eighth year of the said term and in every eighth year thereafter and in the last year thereof howsoever determined to paint with good quality paint and whiten and paper respectively all such parts of the inside of the Premises as are usually or have been previously so treated in a workmanlike manner to the reasonable satisfaction of the Lessor
- (v) **TO** permit the Lessor and the Managers and their respective servants or agents with or without workmen and others during the said term at convenient hours in the daytime to enter into and upon the Premises to view and examine the state

and condition thereof or to effect any works necessary for repairing maintaining and upholding the Building

(vi) **TO** execute such works as are or may be under or in pursuance of legislation in force at any time during the said term directed or required to be executed upon or in respect of the Premises (and whether by the Landlord or the Tenant thereof)

(vii) **TO** give to the Lessor and to the Managers notice of every dealing with or transmission of the legal estate in the Premises within twenty-one days after the same shall occur and to pay to the Lessor a registration fee equal to twenty five per centum of the annual rent reserved by Clause 1 hereof in respect of the year of the said term in which the said notice is given together with VAT thereon

(viii) **TO** pay to the Lessor and the Managers all costs charges and expenses (including Surveyor's fees) incurred by them or either of them in or in contemplation of proceedings under Section 146 or Section 147 of the Law of Property Act 1925 whether or not such proceedings are actually taken and whatever the outcome of any such proceedings

(ix) **NOT** to cut maim alter or injure any of the principal walls timbers iron or stucco work on the Premises without the previous consent in writing of the Lessor

(x) **TO** co-operate at all times during the said term with the Managers and with the persons interested in the other premises below above or beside the Premises in all measures necessary for repairing maintaining and upholding the Building and forthwith to comply with any directions given by the Surveyor to the Lessor or the Managers specifying works which are in his opinion necessary for the purposes mentioned in this sub-clause

(xi) **NOT** to assign or underlet or part with the possession of part only of the Premises and not without the previous consent in writing of the Lessor to assign or underlet the whole of the Premises during the last seven years of the said term

(xii) **THAT** the Lessee will on any assignment of the Premises hand to the assignee an executed transfer in favour of the assignee of the Lessee's share in the Managers together with the certificate relating to such share and that the Lessee will not otherwise transfer the said share except to a mortgagee of the Premises

(xiii) **THAT** after taking a transfer of a share in the Managers the Lessee will forthwith apply to the Managers to have himself registered as the proprietor thereof

(xiv) **THAT** so long as the Lessee is not the holder of the appropriate share(s) in the Managers the Lessee shall carry out the obligations attached to members of the Managers under the Managers' Articles of Association and upon being requested to do so by the Managers or the Lessor will accept the transfer or allotment of the appropriate Share(s) in the Managers in any manner authorised by the Managers' Articles of Association and will pay to the Managers or as it shall direct the nominal value of any such Share(s) issued to him by the Managers

(xv) **TO** pay to the Lessor the costs (including any Surveyor's fees) incurred by the Lessor on any application to it by the Lessee for any licence or consent in connection with this Lease and for preparing any such licence or consent whether or not the same shall be acted upon or taken by the Lessee

(xvi) **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 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

(xvii) **NOT** to keep on the Premises any combustible materials

(xviii) **NOT** to do or permit to be done anything whereby the Estate Roads and Footpaths or the land shown coloured purple on the Plan or the roads and footpaths or the Casual Parking Space on the Community Land shall be damaged or made unfit for use by any person having a right to use the same and will not obstruct the said roads footpaths or the said land shown coloured purple or the said parking space or leave on any part thereof anything which would in any way interfere with the free and undisturbed user thereof other than in the case of the Casual Parking Space in the lawful exercise of the rights hereinafter granted

8 **PROVIDED ALWAYS** and it is hereby agreed and declared that if the said annual rents or the Service Charge payable to the Managers or any part thereof or any money stated herein to be recoverable as if it were part of such annual rents shall be in arrear for the space of twenty-one days or more whether the same shall or shall not have been legally demanded or if there be any breach or non-observance of any of the Lessee's covenants hereinbefore contained then and in any of the said cases it shall be lawful for the Lessor or (in the case of the Service Charge or where such rents or money are payable to or such covenants are made with the Managers) for the Managers at any time thereafter to re-enter into and upon the 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 or in the case of the Managers to determine the rights set forth in Part 2 of the Third Schedule hereto so far as they affect the land in Title Number HP742468 above referred to

9 **THE MANAGERS HEREBY COVENANT WITH THE LESSEE** to observe and perform the covenants contained in the Fourth Schedule hereto

10 **THE LESSOR COVENANTS WITH THE LESSEE** that the Lessee paying the annual rents hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and may peaceably and quietly possess and enjoy the Premises during the said term without any lawful interruption from or by the Lessor or any person rightfully claiming from or under it

11 **THE LESSOR HEREBY INDEMNIFIES THE LESSEE** in respect of any breach of the provisions of the Section 106 Agreement in so far as they relate to the lease of the Premises by the Lessor to the Lessee as Low Cost Market Housing as defined in the Section 106 Agreement

12 **IT IS HEREBY AGREED AND DECLARED :-**

- (a) that there is also hereby excepted and reserved out of the 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 telecommunications 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) the Lessee shall be entitled to no right of light air or easements whatsoever by virtue of the demise to him of the Premises except such as are expressly conferred upon him by this Lease and shall not be entitled to grant all or any of the rights set out in Part I of the Third Schedule

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

**THE FIRST SCHEDULE BEFORE REFERRED TO**

**(COVENANTS BY THE LESSEE)**

- 1(a) Nothing shall be done or suffered to be done on the Premises which shall be or grow to be an annoyance or nuisance to the Lessor or to the owner or occupier for the time being of the remainder of the Estate or any part thereof

(b) No musical instruments radios sound recorders or reproducers shall be played in the Premises between the hours of eleven o'clock p.m. and eight o'clock a.m. so as to be audible outside the Premises or at any time so as to cause annoyance or disturbance to the owners or occupiers of other flats in the Building

2 The exterior appearance of the Premises shall not hereafter be altered and no additional buildings shall be erected on the Premises without the previous consent in writing of the Lessor

3 The Premises shall be used only as a private residence for a single household provided however that nothing in this paragraph shall preclude the members of a single household from agreeing between themselves to share the expense of the household so long as no tenancy is created between them or any of them

4 No washing shall be hung out or otherwise displayed upon or from the Premises

5 Nothing shall be done which shall alter the scheme of landscaping of the Estate

6 No television radio or other aerial or aerial array or satellite dish shall be erected or allowed to remain upon the exterior parts of the Premises

7 No flowers growing on the Community Land shall be picked and no damage or injury shall be done to the turf timber or other trees saplings pollards and shrubs for the time being standing or growing thereon nor shall anything be done which shall cause damage to or interference with any statues ornaments or garden furniture thereon

8 No musical instruments radios sound recorders or reproducers shall be played on the Community Land or in those parts of the Building used in common by the Lessee and the owners or occupiers of the other flats in the Building nor shall any games be played thereon or therein which may prejudicially interfere with or cause damage or annoyance to such owners or occupiers of such other flats

#### **THE SECOND SCHEDULE BEFORE REFERRED TO**

##### **(THE MAIN STRUCTURES)**

1 The Building together with the subsoil thereunder and the airspace thereover excluding those parts of the interiors 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 situate (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 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 THIRD SCHEDULE BEFORE REFERRED TO**

##### **PART I**

##### **(THE PREMISES - EXCEPTIONS AND RESERVATIONS)**

**ALL THAT** the second floor flat known or intended to be known as Postal Number 34 Monxton Place Sherfield on Loddon Hook Hampshire RG27 0FB in the position shown and edged red on the Plan together with the parking space shown and edged green on the Plan excluding the subsoil under the said parking space but including the internal walls of the said flat (other than load-bearing walls) the tiling or other finished surface on the floors of the said flat the window frames glass in the windows all doors door frames plaster on the ceilings and walls and all pipes wire ducts and drains solely serving

the said flat (and including the airspace above the ceiling of the said flat up to the points immediately below the roof of the block in which the said flat is situate other than the timber contained therein on which the roof is supported) but excepting (A) the airspace (other than those as mentioned above) and strata above and below the said flat and (B) those parts of the Main Structures which cover and surround and support the said flat

EXCEPT AND RESERVED unto:-

- (a) The Lessor and its successors in title the owner or owners for the time being of the reversion to the Premises the remainder of the Estate other than the 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 any company from time to time within the Croudace Group Limited group of companies) and all persons authorised by the Lessor
- (b) The Managers and their successors in title the owner or owners for the time being of the lease of the Main Structures and of the Community Land hereinbefore referred to and all persons authorised by the Managers
- (c) The owner or owners for the time being of any land adjoining or adjacent to the Estate (other than as referred to above) with any buildings erected or to be erected thereon to whom any of the following rights has been or may in the future have been granted by the Lessor or its successors in title and
  - (d) The Local Authority the Highway Authority the Statutory Undertakers and authorised broadcasting television and telecommunication organisations :-
    - (A)(1) the right to enter upon the Premises with or without workmen materials and appliances to construct or lay on over or under the Premises Service Conduits to serve the remainder of the Estate and any adjoining or adjacent land as hereinbefore referred to either alone or jointly or in common with the Premises the person exercising such right making good forthwith any damage thereby caused and
    - (2) the right to enjoy free and uninterrupted passage and running of water soil gas electricity and telecommunications through the Service Conduits (other than those solely serving the Premises) which are now or may in the future be through on over or under the Premises either alone or jointly or in common as aforesaid (the Lessor Managers or 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 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 the Service Conduits for which the Managers 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 Managers
    - (3) 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 on any adjoining or adjacent land as aforesaid or any part thereof notwithstanding that the same may restrict or interfere with the free use of the Premises
    - (4) the right to build on to any adjoining garage boundary wall for the purpose of constructing a garage whether or not such garage is built by the Lessor
  - (B) the right to enter upon the Premises at all reasonable times upon first giving notice to the Lessee or tenant thereof or at any time in an emergency for the purpose of inspecting executing repairs alterations and renewals to rebuilding cleansing maintaining and decorating the Building or any other buildings on adjoining land or any part thereof and also for the purpose of exercising the right referred to in paragraph (C) below the person exercising such right of entry making good at his own expense any disturbance thereby caused
- (C) the right to make connections to any television aerial array on the roofs of the Building

PART 2

RIGHTS GRANTED BY THE MANAGERS AND BY THE LESSOR

- 1 **THE** right to support and protection as at present enjoyed from the Main Structures
- 2 **THE** right to enter upon the adjoining land comprised in the Estate (and in particular the remainder of the Building) at all reasonable times in the daytime upon first giving notice to the Lessor and the lessee or occupier thereof or at any time in an emergency for the purposes of executing repairs alterations and renewals to the Premises or to the Service Conduits serving the Premises the Lessee making good forthwith at his own expense any damage occasioned by such entry
- 3 **THE** right of way on foot only over and along the entrance hall staircases and passages in the Building affording access to and egress from the said flat
- 4 **THE** right of way at all times on foot only over and along the footpaths and steps on the Community Land
- 5 **THE** right of way with or without vehicles in common with all others entitled to the like right to and from the Premises over and along the roads and vehicular accessways on the Community Land
- 6 **THE** right in common with the Lessor and all other persons to whom a like right has been or may hereafter be granted to pass and repass over and along the Estate Roads and Footpaths
- 7 **THE** right to full and free and uninterrupted passage of water and soil gas electricity and telecommunications from and to the Premises through the Service Conduits (other than those solely serving a single flat other than the Premises) now or in the future laid in under or about the Estate (insofar as the same serve the Premises) jointly or in common with the Lessor and the Managers and all other the person or persons who are now or may hereafter be entitled to connect with or to use the same or any of them the Lessee bearing paying and contributing together with such other persons a fair proportion according to the extent to which their respective properties are served thereby of the cost of repairing maintaining renewing adjusting altering and cleansing such Service Conduits Provided that for the purposes hereof to the extent that the Service Conduits for which the Managers is responsible under the Fourth Schedule hereto serve the Flats they shall instead be deemed to serve the property of the Managers
- 8 **THE** right to use for purposes of recreation (but subject to all regulations from time to time made by the Managers) those parts of the Community Land laid out for that purpose
- 9 **THE** right to use and keep a dustbin in one of the areas within the Community Land determined by the Managers
- 10 **THE** right to use such bin stores on the Estate as the Lessor shall determine from time to time
- 11 **THE** right to receive television signals from any communal aerial system through the socket provided for that purpose in the Premises
- 12 **THE** right in common with the Lessor and all other persons to whom a like right has been or may hereafter be granted 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 **PROVIDED** that such right shall not be exercisable in respect of such parking space at any time when the same is already being used by any person lawfully entitled so to do
- 13 **THE** right in common with the Lessor and all other persons to whom a like right has been or may hereafter be granted to use the cycle store shown on the Plan for the parking of bicycles only
- 14 **THE** right in common with the Lessor and all other persons to whom a like right has been or may hereafter be granted 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 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 part of this Schedule shall apply to or be exercised over any electricity substation site or sites or gas governor kiosk or kiosks

## **THE FOURTH SCHEDULE BEFORE REFERRED TO**

### **COVENANTS BY THE MANAGERS**

1 **THAT** the Managers will keep the Premises properly supported and protected by the Main Structures and insofar as the Premises comprise a parking space the subsoil thereunder

2 **THAT** the Managers will keep the Main Structures properly repaired supported maintained reconstructed and cleansed and will subject to the payment by the Lessee of the Service Charge as hereinbefore provided keep the Lessee indemnified against all costs and expenses in connection therewith

3 **THAT** the Managers will:-

(A) maintain those parts of the Community Land laid out by the Lessor as garden grounds with lawns flower-beds 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 Community Land

(B) maintain repair and renew as necessary and cleanse those parts of the Community Land 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 those parts of the Building laid out as refuse areas 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 Community Land and/or the Parking Spaces and pay all charges in connection therewith

(E) repair maintain renew and cleanse the Service Conduits lying in on over or under the Main Structures and/or the Community Land 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

(F) bear pay and contribute a fair proportion of the costs of repairing maintaining renewing adjusting altering and cleansing such of the Service Conduits which are now or may be through on under or over the remainder of the Estate other than the blue land which serve either alone or together with any property the Building or any part or parts thereof and/or the Community Land and/or the Parking Spaces according to the extent to which the Building and the Community Land and the Parking Spaces are served thereby

(G) maintain and repair that part of the Building laid out as a cycle store in a good and proper state of repair and in a neat and tidy condition

4 **THE** Managers will in the fourth year of the term hereby granted and in every fourth year thereafter during the said term paint with two coats of good quality paint or otherwise treat all such parts of the exteriors of the Building as ought to be or are usually so treated and will in the eighth year of the said term and thereafter in every subsequent eighth year during the said term paint with two coats of good quality paint whiten and paper respectively all such interior parts of the Building previously or as ought to be painted whitened and papered (except the interiors of the Flats) so that the painting whitening papering or other treatment shall be of a good quality not inferior to that previously used on the parts so painted whitened papered or treated

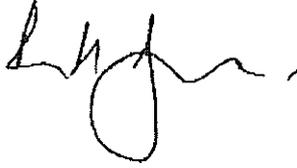
5 **THE** Managers will keep the whole of the Building and all additions thereto insured in the full replacement value thereof from time to time from loss or damage by fire aircraft public liability and such other risks as directed by the Lessor and will pay all premiums and sums of money necessary for that purpose and will in case of any destruction or damage forthwith out of the money received by virtue of any such insurance and out of the Managers own moneys if necessary rebuild repair or otherwise reinstate in a substantial manner the Building or any part thereof destroyed or damaged

6 **THE** Managers will at all reasonable times during the said term cause the entrance halls stairways and passageways of the Building to be properly lighted and cleaned and at all times during the said term maintain in good repair and working order all wiring meters switches lights and other apparatus used for the purpose of lighting the roads and footpaths on the Community Land and the said entrance halls staircases and passageways and will pay all charges in respect of the electricity consumed for those purposes

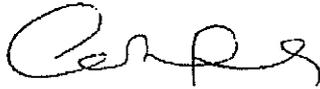
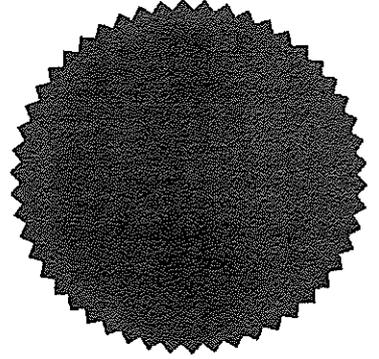
7 **THE** Managers will at the written request of the Lessee or any mortgagee of the Lessee enforce compliance by any lessee (other than the Lessee) of one of the Flats with the covenants entered into by such lessee in the terms of Clause 7 hereof (except subclauses (i) (xi) and (xv) of that Clause) **PROVIDED THAT** the Lessee or any mortgagee of the Lessee as the case may be shall fully indemnify the Managers against all costs to be incurred by the Managers and shall prior to and from time to time during any proceedings deposit with the Managers such sum or sums as the Managers shall reasonably estimate to be the cost of any such proceedings

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

Signature of director



R. K. JENNINGS



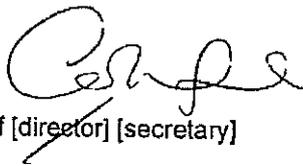
Signature of [director] [authorised signatory]

Executed as a deed by **MONXTON PLACE RESIDENTS ASSOCIATION LIMITED** acting by a director and its secretary:-

Signature of director



R. K. JENNINGS



Signature of [director] [secretary]



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© Plot 157 & 158 are reserved  
© Plot 159-160 and adjacent building have been reserved  
© Plot 157-158 and adjacent building have been reserved  
A.L.S. 19th April 2011  
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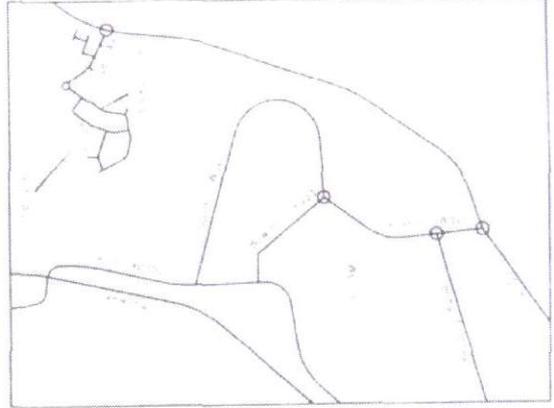


BASINGSTOKE  
SHERFIELD PARK BB

PLOT PLAN

SCALE 1:100 @ A4  
DATE DECEMBER 2010  
DRAWN A.L.S.  
CHECKED  
DWD No. 011220

LOCATION PLAN



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