



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00AQ/OLR/2022/0558**

Property : **148A Herga Road,
Harrow HA3 5AT**

Applicant : **Rita Janakkumar PATEL**

Representative : **Percy Short & Cuthbert LLP**

Respondent : **Simon Christopher ALEXANDER**

Representative : **None**

Type of application : **Section 51 of the Leasehold Reform,
Housing and Urban Development
Act 1993**

Tribunal members : **Judge T Cowen**

Date of decision : **12 September 2022**

DECISION

Summary of the tribunal's decision

The Tribunal has made the following determinations pursuant to section 51 of the Leasehold Reform Housing and Urban Development Act 1993 (“the Act”) and pursuant to paragraph 4 of the order dated 20 June 2022 of Deputy District Judge Evans:

- (a) The appropriate terms of acquisition are those which are set out in paragraphs (b) and (c) of this order.

- (b) The Tribunal approves the form of lease attached to this order (with the changes indicated thereon and highlighted in yellow) for the purpose of giving effect to the relevant terms of acquisition
- (c) The Tribunal determines that:
 - (i) The premium payable in accordance with Schedule 13 of the Act is the sum of £35,550.00.
 - (ii) The amount of £55 is due to the grantor from the Applicant by way of outstanding ground rent.

REASONS FOR THE TRIBUNAL'S DECISION

1. The Property is a two bedroom self-contained upper maisonette in a two storey mid-terraced converted house.
2. The Respondent is the registered freehold proprietor of the said house under title number NGL1987.
3. By a lease dated 12 July 1982, the Property was let by the Respondent to himself and Deborah Alexander for a term of 99 years commencing on 25 March 1982. The said lease was registered on 16 August 1982 at HM Land Registry under title number NGL430650.
4. The lease was assigned to the Applicant on 29 July 2011 and she was registered as leasehold proprietor on 7 September 2011.
5. On 24 February 2021, the Applicant served a notice under section 42 of the Act on the Respondent by sending it to the Property address, which is the address given by the Respondent as his address on the register at HM Land Registry.
6. Pursuant to the provisions of the Act, the notice requested a new lease of 189 years from 25 March 1982 at a peppercorn rent and otherwise on the same terms as the existing lease, for a proposed premium of £25,600 subject to section 57 of the Act.
7. The deadline for a counter-notice was 30 April 2021.
8. The Respondent did not serve a counter-notice on time or at all.

9. The Applicant commenced proceedings in the county court on 2 November 2021 under section 48 of the Act seeking a determination and vesting order for a new lease.
10. The Respondent has not responded to or participated in the county court proceedings.
11. By order of Deputy District Judge Evans dated 20 June 2022, the county court ordered that the existing lease should be surrendered and a new lease granted and made a vesting order to take effect after the terms of acquisition have been determined by this Tribunal.
12. The said county court order referred the matter to this Tribunal for the purpose of carrying out the following:
 - a. Determine the appropriate terms of acquisition
 - b. Approve a form of new lease which contains such provisions as may be approved for the purpose of giving effect to the relevant terms of acquisition; and
 - c. Determine the following amounts:
 - i. The premium payable in accordance with Schedule 13 to the Act; and
 - ii. Any amounts or estimated amounts as being, at the time of execution of the lease, due to the grantor from the Applicant (whether due under or in respect of the Claimant's lease or in respect of any agreement collateral thereto)
13. In response to the directions made by the Tribunal on 21 July 2022, the Applicant has obtained an updated valuation report, has provided a draft new lease and has answered questions posed by the Tribunal. The Applicant has also compiled all of the above into a bundle which I have used for the purposes of making this decision.

Terms of acquisition

14. The terms of acquisition shall be on the basis of the draft lease which I have approved and attached to this order.

Draft lease

15. I have reviewed the draft lease which has been supplied by the Applicant. I have approved its terms save for the following:

- i. I have crossed through the premium proposed by the Applicant (£25,600) in its section 42 notice and replaced it with the premium which I have determined (£35,550)
 - ii. I have crossed through the part of the recital which states that the landlord has agreed to the grant of the new lease, because that does not reflect the true position.
16. I have made those changes on the attached draft lease and I have highlighted the changes in yellow for convenience of reading. The crossed-through sections and yellow highlighting should be removed before the lease is prepared for its final engrossment and execution.

Premium

17. I have reviewed the valuation report of Ian Andrew Rennie BSc FRICS which is dated 25 August 2022 and is based on inspections which took place on 25 January 2021 and 24 August 2022. I have not inspected the Property nor have I inspected any of the comparable properties listed by Mr Rennie.
18. Mr Rennie has applied a 6% rate for capitalising ground rent and a 5% deferment rate having regard to the *Sportelli* decision. He has valued the vacant possession value of the Property with an extended lease in the sum of £264,928.
19. In order to calculate marriage value, he determined the unenfranchiseable relativity at 77.9% to produce a short lease value of £208,464. The resulting marriage value is calculated at £41,830.
20. He has made a further deduction for the value of the benefit of the Act in the sum of £12,500.
21. As a result of all of the above, the valuer has valued the premium in the sum of £35,549.
22. I agree with the opinion of the valuer and I therefore determine the premium in the sum of £35,550 (rounding up slightly).

Additional sums payable

23. In response to questions from the Tribunal about whether there are any outstanding ground rent or service charges arrears, the Applicant has made a statement which is included in the bundle and which states as follows:
 - i. No ground rent has been demanded or paid to the landlord

- ii. No other amounts (eg service charges) have been demanded or paid to the landlord.
24. I accept the evidence of the Applicant. In relation to service charges, clause 2(9) of the existing lease requires the Applicant to pay a designated share of the cost of certain specified works. There is no provision for any fixed or estimated service charges on account. There is no evidence that any expenses have been incurred or demanded. There is therefore no evidence that there are any service charges outstanding.
25. In relation to ground rent, clause 1 the existing lease reserves an annual ground rent of £5 “...to be paid by equal yearly instalments in advance on the Twentyfourth day of June in every year without deduction...” and clause 2(1) contains a tenant’s covenant to make those payments. There is no requirement in the lease for ground rent to be demanded. The Applicant’s evidence is that she has never paid ground rent. That means that the ground rent which was due on 24 June 2011 (after the Applicant purchased the leasehold title) up to the ground rent which was due on 24 June 2022 are all still due to the Respondent. I anticipate that the Applicant might say that since the landlord is missing, she has had nowhere to pay that sum. My finding however is not a criticism of the Applicant; it is simply a strict assessment of what is owing for the purposes of making the determination which has been referred to this Tribunal by the court.
26. I therefore find that the sum of £55 (being 11 yearly payments of £5 ground rent) represents the sum which is due to the Respondent for the purposes of the county court order.

Name: Judge Timothy Cowen **Date:** 12 September 2022

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

DATED

2022

**NEW LEASE OF A FLAT UNDER THE LEASEHOLD REFORM,
HOUSING AND URBAN DEVELOPMENT ACT 1993**

relating to

148A HERGA ROAD, HARROW HA3 5AT

between

SIMON CHRISTOPHER ALEXANDER

and

RITA JANAKKUMAR PATEL

Percy Short & Cuthbert LLP

608 Holloway Road

London

N19 3PH

PERSCRIBED CLAUSES LR1. Date of lease :

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NGL1987

LR2.2 Other title numbers

NGL430650

LR3. Parties to this lease

Landlord

Simon Christopher Alexander of 148A Herga Road, Harrow, Middlesex HA3 5AT

Tenant

Rita Janakkumar Patel of 38 Townson Avenue, Northolt UB5 6PP

Other parties

None.

LR4. Property

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.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1

This lease is granted under section 56 of the Leasehold Reform, Housing and Urban Development Act 1993.

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

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Term" in clause 1.1 of this lease.

LR7. Premium

~~£25,600 (Twenty-Five Thousand Six Hundred Pounds)~~

£35,550 (Thirty-Five Thousand Five Hundred and Fifty Pounds).

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements included in the definition of "Incorporated Terms" in clause 1.1 of this lease which are set out in clauses 1-10 of the Schedule in the Previous Lease.

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

The easements included in the definition of "Incorporated Terms" in clause 1.1 of this lease which are set out in clauses a-d of the Schedule in the Previous Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

This lease is dated

Parties

- (1) Simon Christopher Alexander of 148A Herga Road, Harrow, Middlesex HA3 5AT (**Landlord**)
- (2) Rita Janakkumar Patel of 38 Townson Avenue, Northolt UB5 6PP (**Tenant**)

BACKGROUND

- (A) The Landlord is the owner of the freehold reversion to the Property which is registered at HM Land Registry under title number NGL1987.
- (B) The residue of the term of the Previous Lease is vested in the Tenant and is registered at HM Land Registry under title number NGL430650.
- (C) Under Chapter II of Part I of LRHUDA 1993, the Tenant has the right to acquire a new lease of the Property.
- (D) The Tenant required the Landlord to grant a new lease of the Property in accordance with the Tenant's rights under LRHUDA 1993 ~~and the Landlord has agreed to do so.~~

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: a peppercorn (nil), if demanded.

Incorporated Terms: all of the provisions of the Previous Lease (as varied by this lease).

Landlord's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Landlord.

LRHUDA 1993: Leasehold Reform, Housing and Urban Development Act 1993.

Premium: ~~£25,600 (Twenty-Five Thousand Six Hundred Pounds).~~

£35,550 (Thirty-Five Thousand Five Hundred and Fifty Pounds)

Previous Lease: the lease of the Property dated 12 July 1982 and made between (1) Simon Alexander and (2) Simon Alexander and Deborah Alexander annexed to this lease.

Previous Lease Annual Rent: the annual rent reserved by the Previous Lease as set out in clause 1 of the Previous Lease.

Previous Lease Term: the term for which the Previous Lease was granted as set out in clause 1 of the Previous Lease.

Property: the property known as 148A Herga Road, Harrow HA3 5AT, more particularly described in the Previous Lease.

Tenant's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Tenant.

Term: a term of 189 years from 25 March 1982

- 1.2 For the purposes of this lease only, if there is an inconsistency between any of the provisions of this lease and the provisions of the Previous Lease, the provisions of this lease shall prevail.
- 1.3 For the purposes of this lease only, references to the "Landlord" and "Tenant" in the Previous Lease shall be read as references to the Landlord and Tenant in this lease.

2. Grant

In consideration of the Premium, the Landlord lets the Property to the Tenant:

- (a) for the Term;
- (b) with full title guarantee;
- (c) on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease; and
- (d) with the Tenant paying as rent to the Landlord the Annual Rent.

3. Tenant Covenants

The Tenant covenants with the Landlord to comply with the Tenant's Covenants.

4. Landlord Covenants

The Landlord covenants with the Tenant to comply with the Landlord's Covenants.

5. Variations to the Previous Lease

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as set out in Schedule 1 and this lease shall be read and construed accordingly.

6. LRHUDA 1993

6.1 This lease is granted under section 56 of LRHUDA 1993.

6.2 No long lease created immediately or derivatively by way of sub-demise under this lease shall confer on the sub-tenant, as against the Landlord, any right under Chapter II of LRHUDA 1993 to acquire a new lease. For this purpose, "long lease" shall be construed in accordance with section 7 of LRHUDA 1993.

6.3 At any time during the period of:

- (a) 12 months ending with the Previous Lease Term Date; or
- (b) five years ending with the term date of this lease,

the Landlord may apply to the court for an order for possession of the Property on the basis that the Landlord intends to demolish, reconstruct or carry out substantial works of construction on the whole or a substantial part of any premises in which the Property is contained, and that the Landlord could not reasonably do so without obtaining possession of the Property. If the court makes such an order, the Tenant will be entitled to compensation from the Landlord for the loss of the Property.

6.4 The Landlord shall only be personally liable for breaches of any covenant for which it is responsible.

7. Registration of this lease

The Tenant shall:

- (a) apply to register this lease at HM Land Registry promptly following the grant of this lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

8. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights

The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

9. Entire agreement

9.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

9.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on any representation or warranty (whether made innocently or negligently).

9.3 Nothing in this clause shall limit or exclude any liability for fraud.

10. Counterparts Clause

This deed may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Variations to the Previous Lease

1. Substitution of the Annual Rent

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 1.1 This lease shall reserve the Annual Rent instead of, and not in addition to, the Previous Lease Annual Rent.
- 1.2 The Annual Rent shall be payable on the days and in the manner mentioned in the Previous Lease.
- 1.3 All of the provisions in the Previous Lease relating to the Previous Lease Annual Rent shall be read and construed as referring to the Annual Rent instead.

2. Substitution of the Term

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 2.1 The Previous Lease Term shall be deleted and replaced by the Term.
- 2.2 All of the provisions in the Previous Lease relating to the Previous Lease Term shall be read and construed as referring to the Term instead.

SIGNED as Deed by **Simon Christopher Alexander**)

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

SIGNED as Deed by **Rita Janakkumar Patel**)

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

ANNEX A Copy of the Previous Lease

T H I S L E A S E is made the 12th day of July One thousand nine hundred and eighttwo B E T W E E N SIMON ALEXANDER of 148a Herga Road Wealdstone Middlesex (hereinafter called "the Lessor" which expression shall include successors in title to the reversion expectant on the determination of the term hereby granted) of the one part and SIMON ALEXANDER and DEBORAH ALEXANDER of 148a Herga Road Wealdstone Middlesex (hereinafter called "the Lessee" which expression shall include the persons deriving title under the Lessee) of the other part W I T N E S S E T H as follows;

1. IN CONSIDERATION of SEVEN THOUSAND SEVEN HUNDRED AND FIFTY POUNDS paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rent hereinafter reserved and the covenants on the part of the Lessee and the conditions hereinafter contained the Lessor HEREBY DEMISES unto the Lessee ALL THAT the property described in the Schedule hereto TO HOLD the same unto the Lessee for the term of ninety nine years from the Twentyfifth day of March One thousand nine hundred and eightytwo YIELDING AND PAYING therefor during the said term the yearly rent of Five Pounds (£5) such rent to be paid by equal yearly payments in advance on the Twentyfourth day of June in every year without deduction the first of such payments or a proportionate part thereof to be made on the signing hereof

2. THE LESSEE (to the intent that the obligations may continue throughout the term hereby created) HEREBY COVENANTS with the Lessor as follows:

(1) To pay the yearly rent hereinbefore reserved at the times and in the manner at and in which the same is hereinbefore reserved and made payable without any deductions

(2) To pay all rates taxes charges duties burdens assessments outgoings and impositions whatsoever whether parliamentary parochial local or otherwise which already by any means are or shall at any time hereafter during the said term be charged rated assessed or imposed upon or in respect of the demised premises or any part thereof or on the owner or occupier in respect thereof except as aforesaid

(3) To well and substantially repair and at all times during the said term to keep in good and substantial repair the demised premises

(4) In every third year of the said term and in the last year thereof whether determined by effluxion of time or otherwise to paint all the external wood and iron and other parts usually painted of the demised premises and of all other buildings and erections for the time being upon the demised premises with two coats of good oil paint and in good and workmanlike manner in such colours as shall be agreed between the Lessee and the Lessee for the time being of the lower maisonette and in the event of a dispute in such colour or colours as shall be conclusively determined by the surveyor for the time being of the Lessor and in every seventh year of the said term and in the last year thereof whether determined by effluxion of time or otherwise to paint colour grain paper and varnish in like manner all such parts of the inside of the demised premises previously or usually painted coloured grained papered and varnished and of all other buildings and erections for the time being upon the land hereby demised

(5) To permit the Lessor and his surveyors or agents with or without workmen and others twice in every year during the said term at reasonable times in the daytime and upon reasonable prior notice to the Lessee (except in emergency) to enter upon the demised premises and every part thereof to view the state and condition of the same and of all defects decays and wants of reparation there found to give notice thereof in writing by leaving the same at or on the demised premises to or for the Lessee to repair such defects decays wants of reparation

(6) Within three months next after every such notice as aforesaid well and substantially to repair and make good all such defects decays and want of reparation to the demised premises at the cost of the Lessee

(7) That if the Lessee shall at any time make default in the performance of the covenants hereinbefore contained for or relating to the repair and decoration of the

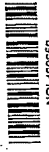


Photo
COPY

We Certify the within to be a true and complete copy of the original
Blederson & Blederson
17, Petborough Road,
Harrow, HA1 2BB
Solicitors
Dated 12/8/82
Our Ref: P/1/1/11/2000/1

said premises it shall be lawful but not obligatory for the Lessor (but without prejudice to the right of re-entry under the clause hereinbefore contained) to enter upon the said premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the expense of such repairs shall be repaid by the Lessee to the Lessor on demand.

(8) To pay all expenses (including Solicitors' costs and Surveyor's fees) incurred by the Lessor incidental to the preparation and service of any Notice under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding that forfeiture shall be waived or avoided otherwise than by relief granted by the Court.

(9) To pay or contribute an equal share with the Lessee of the lower maisonette of the expense of constructing repairing cleansing building and maintaining the roof chimney stacks gutters and rainwater pipes foundations drains sewers and all gates gateposts and fences and the passageways and common entrance hall of the building of which the demised premises form part used or to be used in common by the occupiers of the demised premises and the occupiers of the said lower maisonette and to pay or contribute one half or an equal or proportionate share with the owner of adjoining or neighbouring properties of the expense of constructing repairing cleansing building and maintaining all party walls or party roads fences pathways sewers drains pipes watercourses and other easements used or to be used in common by the occupier of the building of which the demised premises form part and the occupiers of any adjoining or neighbouring properties.

(10) Not to make or suffer to be made any additions or alterations to the buildings on the demised premises and not to erect or suffer to be erected on the demised premises any other buildings or erections without the consent in writing of the Lessor and in particular not to carry out any works which may require the licence or approval of the Local or Town Planning Authorities without having first obtained all requisite Town Planning and Byelaw consents and not to erect any fence in front of the building on the demised premises exceeding three feet in height.

(11) At the end or sooner determination of the said term peaceably to surrender up to the Lessor the demised premises well and substantially repaired painted and decorated in accordance with the covenants hereinbefore contained together with all landlords fixtures and fittings undefaced and fit for use.

(12) The Lessee shall keep all buildings for the time being on the demised premises insured against loss or damage by fire or aircraft and all usual risks to their full value in some reputable insurance office and shall produce to the Lessor on demand the Policy of such insurance and the receipt for the latest premium and shall rebuild the said buildings whenever destroyed by or damaged by fire or any other cause applying all moneys received by virtue of such insurance in the first place towards such rebuilding.

(13) Not to use or permit to be used the demised premises for any purpose except as a private dwelling in the occupation of one family.

(14) Not to do or suffer to be done upon the demised premises anything which may be or grow to be an annoyance or damage to the Lessor or the Lessee or tenants of the Lessor or the neighbourhood or tend to depreciate the adjoining or neighbouring property as residential property or whereby any insurance for the time being effected on the demised premises may be rendered void or voidable.

(15) Within thirty days after any assignment transfer underlease or charge on the demised premises or any part thereof or of any death or other event resulting in the devolution of the demised premises or any part thereof to give notice in writing thereof to the Lessor and on the giving of such notice as aforesaid to produce to the Lessor a certified copy of every such assignment transfer underlease charge or grant of representation and to pay a fee of £5 plus v.a.t. in respect of every such registration thereof.

3. PROVIDED ALWAYS that the Lessee shall not be entitled to any rights of access of light or air to any buildings erected or to be erected on the demised premises which

*Blasiana & Blakemore
Solicitors duly authorised*

would restrict or interfere with the free user of any adjoining or neighbouring land for building or for any other purpose

4. PROVIDED ALWAYS that if and whenever the rent hereby reserved or any part thereof shall be unpaid for the space of twenty one days next after any of the days hereinbefore appointed for payment thereof (whether the same shall have been legally demanded or not) or if and whenever default shall be made in the performance or observance of any of the covenants conditions or agreements herein contained and on the part of the Lessee to be observed and performed then and in such case it shall be lawful for the Lessor and any person or persons authorised by him in that behalf into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in their first and former state anything herein contained to the contrary notwithstanding and thereupon the term hereby created shall cease without prejudice to any right or action or remedy of the Lessor in respect of any antecedent breach by the Lessee of any of the covenants conditions or agreements last aforesaid

5. THE LESSOR hereby covenants with the Lessee as follows:

(1) That the Lessee paying the rent hereinbefore reserved and performing and observing the covenants conditions and agreements on the part of the Lessee hereinbefore contained shall and may peaceably and quietly hold and enjoy the demised premises for the term hereby created without any interruption from or by the Lessor or any person lawfully claiming under him

(2) That the Lessor will impose the same covenants and conditions in every Lease Conveyance or Tenancy Agreement to be granted by the lower maisonette as are imposed on the Lessee under this Lease Subject however to such variations and additions as are necessary or applicable in the grant of the lower maisonette and that the Lessor will observe and perform in relation thereto so far as appropriate covenants similar to the Lessee's covenants contained herein until the same shall be conveyed leased or let

(3) That (if so required by the Lessee and at the Lessee's expense) the Lessor will enforce the covenants and stipulations similar to those contained in Clause 2 hereof entered into by the lessee of the lower maisonette

6. IT IS HEREBY DECLARED as follows:

(1) The gutters rain water pipes drains sewers gates gateposts fences roof and foundations and all other matters referred to in Clause 2(9) hereof of the building of which the demised premises form part together with the common entrance hall all paths and passageways used in common with the tenant or occupier of the lower maisonette shall be deemed to be party matters to be maintained and repaired by and at the joint expense of the Lessee and the tenant of the Lessor or other the occupiers for the time being of the said lower maisonette

(2) In case at any time during the demise any dispute shall arise between the Lessee and the owner or occupier of the said lower maisonette relating to the party matters referred to in sub-clause (1) hereof or any other easements rights or appurtenances whatsoever relating or belonging thereto or any repairs thereto or the contribution in respect of the expense of such repairs as hereinbefore provided or any nuisance or annoyance arising therefrom then and in every such case such dispute shall be referred to the determination and award of the Surveyor for the time being of the Lessor which determination and award shall be final and binding on the Lessee

7. In these presents unless there be something in the subject to context inconsistent therewith:

(a) words importing the masculine gender only shall include the feminine and vice versa and words importing persons shall include companies and corporations and vice versa

(b) words importing the singular number only shall include the plural and vice versa and where there are two more more persons included in the expression "the

Lessee" then covenants herein expressed to be made by the Lessee shall be covenants by such persons jointly and severally

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds TWENTYFIVE THOUSAND POUNDS (£25,000)

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE SCHEDULE above referred to

ALL THAT upper maisonette and the staircase leading thereto to be known as 148a Herga Road Wealdstone in the London Borough of Harrow constructed on the land coloured red on the plan annexed hereto TOGETHER WITH:

1. The land coloured green hatched black on the said plan
2. The right jointly with the Lessor and the Lessees and occupiers for the time being of the lower maisonette to use and pass over the paths strips of garden coal bunkers gates gateposts and fences and common entrance hall in or upon the land coloured brown on the said plan
3. The right jointly with the Lessor and the lessees and occupiers for the time being of the upper maisonette to use and pass over the common entrance hallway giving access to both maisonettes shown approximately by the area coloured blue on the said plan
4. A right of way over the passageway at the back of the property leading into Herga Road
5. One half part in depth of the joists between the floors of the upper maisonette and the ceilings of the lower maisonette and the internal and external walls above the same level and the roof of the building
6. The free and uninterrupted passage of running water and soil gas and electricity from and to the premises hereby demised through the pipes wires and cables passing through the lower maisonette
7. The right for the Lessee with servants workmen and others at all reasonable times and in case of emergency at any times without notice to enter into and upon the lower maisonette for the purpose of repairing maintaining renewing altering or rebuilding any part of the premises hereby demised and any such pipes wires cables and other thing situate in or passing through the said lower maisonette and serving the premises hereby demised causing as little damage as possible and making good with all reasonable speed any damage caused thereby
8. All rights of support and protection now enjoyed by the said premises
9. The benefit of the stipulations and restrictions affecting the demised premises imposed or to be imposed by the Lease of the lower maisonette
10. The right to place a dustbin or other refuse receptacle in the front garden
BUT SUBJECT TO and EXCEPT AND RESERVED unto the Lessor:
 - (a) full rights of support and protection to the lower maisonette as at present enjoyed
 - (b) The right of free and uninterrupted passage and running of water soil gas and electricity through the pipes wires and cables passing through the demised premises and serving the said lower maisonette
 - (c) The right of the Lessor and the Lessee of the lower maisonette at all reasonable times and in case of emergency at any time without notice to enter upon the said demised premises with servants workmen or others for the purpose of repairing maintaining renewing altering or rebuilding any part of the said lower maisonette and any such pipes wires and cables or any other thing situate in or passing through the premises hereby demised and serving the said lower maisonette the Lessor and the Lessee for the time being of the lower maisonette doing as little

damage as possible and making good all damage caused thereby with all reasonable speed

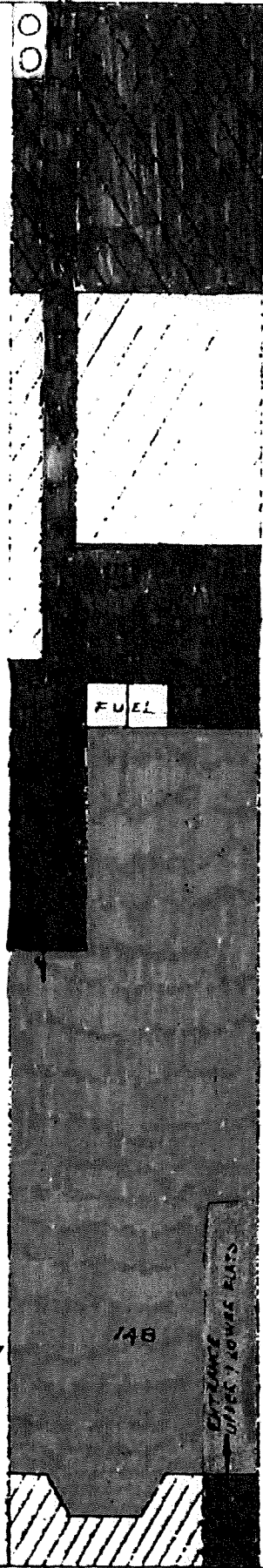
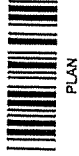
(d) The burden of the stipulations and restrictions affecting the demised premises imposed or to be imposed by the Lease of the lower maisonette

SIGNED SEALED and DELIVERED by)
the said SIMON ALEXANDER in the) S. Alexander
presence of:-)






R. D. Shaw
Clouerdale
Windmill Lane
Bishop Heath
Herts. (STUDENT)

R. D. Shaw

PASSAGE WAY



REF.

-  UPPER FLAT
-  LOWER FLAT
-  COMMON TO BOTH FLATS
-  DUSTBINS
-  TALL STYLES
LOW LOWEST FLAT

148, HERGA ROAD, WEALDSTONE.