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Title Number EX325866

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THIS LEASE is made the 24th day of September One thousand nine hundred and eighty-two

INLAND REVENUE 18 OCT 1982 FINANCE ACT 1931

B E T W E E N PHILIP ARTHUR DIGGINS and STEPHEN PHILIP DIGGINS of 759/765 Southchurch Road Southend on Sea in the County of Essex (hereinafter called "the Landlord") of the one part and the person named in the Fourth Schedule hereto (hereinafter called "the Tenant") of the other part

W H E R E A S :-

(1) IN this Lease the following expressions shall where the context so admits or require have the following meaning:-

(a) The expression "the Demised Premises") shall mean the maisonette and any garden hereby demised as the same are more particularly described in the First Schedule hereto

(i) in the case of the Ground Floor Flat the portion of the Building encasing such flat shall include the footings all walls (other than party walls) window frames and the first floor joists but excluding the floorboards and tiling comprising the floor of the First Floor Flat and including all drains pipes cables and wires passing within the same limitations

(ii) in the case of the First Floor Flat the portion of the Building encasing such flat including the floorboards and tiling forming the floor all walls (other than party walls) window frames and external doors and including all gulleys drains pipes cables and wires within the same limitations

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(iii) in the case of the Second Floor Flat that portion of the Building encasing such flat shall include the floorboards and tiling forming the floor all walls (other than party walls) window frames and external doors and the roof and including all gulleys drains pipes cables and wires within the same limitations

(iv) every internal wall separating the Demised Premises from an adjoining flat shall be a party wall severed medially

(b) The expression "the Building" shall mean the building block or group of flats of which the maisonette forms part a short description of which is contained in the Fourth Schedule hereto

(c) The expression "the insured risks" means the comprehensive risks included in any Policy of Insurance effected under the terms of these presents

(d) The singular shall include the plural and the words importing the masculine shall include the feminine and vice versa and where there are two or more persons designated by the expression "the Tenant" all covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally

(e) The expression "repair" includes the rectification or making good of any defect in the foundations or structure of the Building notwithstanding that it is inherent or due to the original design thereof

(f) The expression "the undemised premises" shall mean that flat or maisonette or those flats or maisonettes which

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are comprised in the Building and do not form part of the Demised Premises

(g) The expressions "Landlord" and "Tenant" where the context so admits include their and his successors in title and where there are two or more persons all covenants by them shall be deemed to be jointly and severally given

(2) IT is hereby intended to demise the flat or flats not hereby demised upon terms similar in all respects to those contained herein to the intent that each Lessee shall be able to enforce the observance and performance of the covenants and obligations against each other

(3) THE Landlord has agreed with the Tenant for the grant to the Tenant of a Lease of the Demised Premises for the consideration and at the rent and on the terms and conditions hereinafter mentioned

N O W THIS L E A S E made in consideration of the premium specified in the Fourth Schedule hereto paid by the Tenant to the Landlord (payment of which sum the Landlord hereby acknowledges) and of the rent and covenants on the part of the Tenant hereinafter reserved and contained

W I T N E S S E T H as follows:-

1. THE Landlord HEREBY DEMISES unto the Tenant ALL THAT the Demised Premises set out in the First Schedule hereto TOGETHER WITH the rights and easements set out in the Second Schedule hereto insofar as they are applicable to the Demised Premises BUT EXCEPTING AND RESERVING AND SUBJECT TO all matters set out in the Third Schedule hereto TO HOLD the same unto the Tenant from the First day of July preceding the date of this Deed for a term of ONE HUNDRED

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AND NINETY-NINE (199) years YIELDING AND PAYING therefor during the said term a peppercorn from the First day of July last until the date hereof and from the date hereof paying the rent set out in the Fourth Schedule hereto all such sums of rental to be paid on the First day of July in each year in advance without deduction (excepting Income Tax) the first of such payments being a proportion of the rent from the date hereof up until the First day of July next following the date of this Deed to be made on the signing hereof and paying by way of additional rent the Service Charge or sum on account thereof calculated in accordance with the Fifth Schedule hereto such sum or sums to be paid immediately upon demand thereof

2. THE Tenant HEREBY COVENANTS with the Landlord as follows:-

(1) To pay the reserved rents on the days and in the manner aforesaid

(2) To pay all existing and future rates taxes assessments and outgoings whether parliamentary or otherwise now or hereafter imposed or charged upon the Demised Premises or any part thereof or on the Landlord or the Tenant respectively PROVIDED ALWAYS that where any such outgoings are charged upon the Building without apportionment of such outgoings the Landlord shall keep the Tenant indemnified against the payment of the remaining proportion

(3) To keep in repair the Demised Premises (other than those parts comprised and referred to in the Fifth Schedule hereto) and every part thereof and to keep in repair and replace where necessary all systems pipes wires ducts

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radiators windows and window frames and all other things installed for the purpose of supplying water (cold or hot) gas electricity and central heating or for the purpose of draining away of water and soil or for allowing the escape of steam or other deleterious matter from the Demised Premises insofar as such things are installed and used only for the purposes of the Demised Premises so as to support shelter and protect the undemised premises and to contribute towards the repair and maintenance and keep clean and tidy the car parking area jointly with the other flats in the case of a dispute such contribution shall be settled by the Landlord

(4) To sweep and thoroughly cleanse the chimneys (if any) of the Demised premises at such times as may be necessary so that not more than Twelve (12) months elapse between any Two (2) consecutive cleanings

(5) To permit the Landlord and their duly authorised agents with or without workmen and others twice a year upon giving two days previous notice in writing except in the case of emergency at reasonable times to enter upon and examine the condition of the Demised Premises and thereupon the Landlord may serve upon the Tenant notice in writing specifying any repairs necessary to be done and require the Tenant forthwith to execute the same and if the Tenant shall not within One (1) month after the service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the Demised Premises and execute such repairs and the cost thereof shall be a debt due to the Landlord from the Tenant and be forthwith

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recoverable by action

(6) Not to make any alterations in the Demised Premises without the approval in writing of the Landlord to the plans and specifications thereof and to make all such alterations in accordance with such Plans and Specifications The Tenant shall at his own expense in all respects obtain all licences approval of plans permissions and other things necessary for the carrying out of such alterations and comply with the Bye-Laws and Regulations and other matters prescribed by any competent authority either generally or in respect of the specific works involved in such alterations

(7) Not to assign or underlet part only of the Demised Premises

(8) Within One (1) month after every assignment assent transfer underlease or mortgage of the Demised Premises give notice thereof in writing with particulars thereof to the Landlord and produce such assignment assent transfer mortgage or underlease to the Landlord In the case of a devolution of the interest of the Tenant not perfected by an assent within Twelve (12) months after the happening thereof to produce to the Landlord the Probate of the Will or Letters of Administration under which such devolution arose and in respect of every such registration to pay to the Landlord a registration fee of not less than TEN POUNDS (£10.00) plus Value Added Tax in respect of each such assignment assent transfer underlease mortgage or devolution

(9) At the determination of the tenancy to yield up the Demised Premises and all fixtures and fittings therein in tenantable repair in accordance with the Tenant's

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covenants herein contained

(10) Not to permit or suffer to be done upon the Demised Premises anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Landlord or the occupier of the undemised premises or neighbouring owners or occupiers or whereby any insurance for the time being effected on the building or any part thereof or any contents thereof may be rendered void or voidable or whereby the rate of premium may be increased

(11) All payments herein are deemed to be net of Value Added Tax and where appropriate the Tenant shall pay Value Added Tax or any other appropriate Tax (apart from Landlord's Income Tax) which may be imposed on the Landlord or their agents

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

(13) To contribute and pay the proportion set out in the Fourth Schedule hereto of the costs expenses outgoings and other matters (hereinafter called "the Service Charge") mentioned in the Fifth Schedule hereto in the manner therein provided

(14) To comply with those restrictions imposed in respect of the Building which the Landlord may reasonably impose for the management of the Building

(15) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on

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the Building or may cause an increased premium to be payable in respect thereof

(16) Forthwith cover at the Tenant's expense the whole of the floors of the Demised Premises (except the Kitchen) with carpet and underfelt of good quality

(17) As necessary from time to time during the said term to clean properly inside and outside all windows of the demised premises

(18) That the Tenant will not at any time during the said term carry on or permit to be carried on any manufacture trade profession or business or permit any sale to take place upon the Demised Premises nor use or occupy the same or any part thereof or permit or suffer the use or occupation thereof for any unlawful or immoral purpose

3. THE Landlord HEREBY COVENANTS with the Tenant as follows:-

(1) The Tenant paying the rent hereby reserved and performing and observing the covenants hereinbefore contained shall peaceably hold and enjoy the Demised Premises for the term hereby granted without any interruption by the Landlord or any person claiming through under or in trust for them

(2) To insure and keep insured the Building during the term hereby granted for the insured risks and to make all payments necessary for the above purposes within Seven (7) days after the same shall respectively become payable and to produce to the Tenant upon demand the Policy or Policies of such insurance and the Receipt for every such payment

(3) As often as any part of the Building or any part thereof shall be destroyed or damaged as aforesaid to

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rebuild and reinstate the same to the reasonable satisfaction of the Tenant and it is HEREBY AGREED that any monies received in respect of such insurance shall be applied so far as the same shall extend in rebuilding or reinstating the Building in accordance with the then existing Bye-Laws Regulations and Planning Development Requirements of any competent authority then affecting the same and in the case of the Demised Premises at any time being destroyed or so damaged so as to be unfit for use the rent or a fair proportion thereof according to the extent of the damage sustained shall cease to be payable until the same shall be rebuilt or reinstated and any dispute relating thereto shall be settled by an Arbitrator appointed in accordance with the Arbitration Act 1950

(4) That until such time as the Landlord shall grant a Lease of the undemised premises or for any period during which the Landlord shall be in possession of the undemised premises or any part thereof the Landlord HEREBY COVENANTS with the Tenant that they will keep the undemised premises and all walls party walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the Demised Premises

(5) That in the event of the Landlord demising the undemised premises (or any part thereof) by way of Lease for a period in excess of Seven (7) years such Lease shall contain similar terms covenants and conditions as are herein contained to the intent that the lessee for the time being of both the Demised Premises and the undemised premises may

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be able to enforce the observance of covenants (other than the covenant for payment of rent) against the lessee for the time being of the other maisonette or maisonettes

(6) That (if so required by the Tenant) the Landlord will enforce any of the covenants to repair or covenants to contribute towards the cost of repair or service charge on the part of the Lessee of any of the other maisonettes similar to those contained herein on the Tenant indemnifying the Landlord against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Landlord may reasonably require

(7) That (subject to contribution and payment by all the tenants of the Building) the Landlord will maintain repair decorate and renew those matters set out in Part I of the Fifth Schedule

5. PROVIDED ALWAYS that if the rent hereby reserved or any part thereof shall be unpaid for Twenty-one (21) days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Tenant herein contained shall not be observed and performed then and in any such case it shall be lawful for the Landlord or any person or persons authorised by them in that behalf at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon the term hereby created shall be absolutely determined but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of the covenants by the Tenant hereinbefore contained

6. PROVIDED ALWAYS that if the rent hereby reserved or

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any of the sums which are required to be paid by the Tenant in accordance with the terms of this Lease or any part thereof shall not have been paid within Twenty-one (21) days after the same shall have become due then without prejudice to any other remedy or right of the Landlord hereunder the same shall be forthwith recoverable by action and the total amount due shall carry interest at the rate of FOUR PERCENTUM (4%) above Barclays Bank Limited's minimum base lending rate for the time being in force until payment is so made

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration except as to rent exceeds the sum of TWENTY-FIVE THOUSAND POUNDS (£25,000.00)

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

THE FIRST SCHEDULE hereinbefore referred to:-

ALL THAT the First Floor Maisonette in the Building known as Flat No. D "Northlands House" 52 Park Road in the Borough of Southend on Sea in the County of Essex as the same is delineated on the Plan annexed hereto and thereon for identification only edged red

THE SECOND SCHEDULE hereinbefore referred to:-

(Easements rights and privileges included in this Lease insofaras the same are applicable hereto or have not already been included in the demise herein)

(a) Full right and liberty for the Tenant and all other persons authorised by the Tenant and all other persons

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entitled to the like privilege to go pass and repass on foot only over the footpaths hallways stairs and passages for the purpose of access to and egress from the Demised Premises

(b) The right to subjacent and lateral support and to shelter and protection for the Demised Premises from other parts of the Building as the same is now enjoyed

(c) The right to the full free and uninterrupted running and passage of water soil gas and electricity from and to the Demised Premises through the pipes wires and drains under or upon the remainder of the Building not hereby demised or any other part of the said land (so far as the Landlord can grant the same) and any adjoining land as now enjoyed

(d) The right for the Tenant with or without workmen servants and others at all times upon giving reasonable notice (except in the case of emergency) to enter into and upon any other part of the Building not hereby demised for the purpose of repairing and maintaining any water and other pipes sewers drains gutters watercourses cables wires ducts and apparatus serving the Demised Premises or of repairing and maintaining any part of the Demised Premises the Tenant in the exercise of the aforesaid rights causing as little damage and disturbance as aforesaid and forthwith making good all damage so caused

(e) The right to use any water tank in the roof space for the supply of water to the Demised Premises and of access thereto for the purpose of repairing maintaining and cleansing the same

(f) The right in common with the tenant or occupier of the

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Building not hereby demised to use the communal television aerial or aerials on the roof and the wires leading thereto

(g) The right to park One (1) private motor vehicle on the Car Parking Area shown on the Plan

THE THIRD SCHEDULE hereinbefore referred to:-

(Exceptions and reservations out of this Lease to the Landlord and the owners and tenants of the undemised premises insofar as the same are inapplicable hereto or have already been included in the demise herein)

(a) Easements rights and privileges equivalent to those set forth in paragraphs (a) (b) (c) (e) and (f) set out in the Second Schedule hereto

(b) The right for the Landlord and their Tenants of other maisonettes in the Building with or without workmen servants and others at all reasonable times upon giving reasonable notice (except in the case of emergency) to enter into and upon the Demised Premises for the purpose of repairing and maintaining any water and other pipes sewers drains gutters watercourses cables wires ducts and apparatus serving such other maisonettes in the Building or any of them or (as regards tenants of the undemised premises) of repairing and maintaining any part of such other maisonettes the person exercising the aforesaid rights causing as little disturbance and damage as possible and forthwith making good all damage so caused

THE FOURTH SCHEDULE hereinbefore referred to:-

TENANT:- LEE KENNETH MASCALL and PHILOMENA BERNADETTE QUAIN both of 26 Crowborough Road Southend on Sea Essex

PREMIUM:- FIFTEEN THOUSAND NINE HUNDRED AND FIFTY

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POUNDS (£15,950.00)

ANNUAL RENT:- THIRTY-FIVE POUNDS (£35.00) per annum during the first FIFTY (50) years during the residue of the term the yearly rent of THIRTY-FIVE POUNDS (£35.00) or such sum whichever be the higher as is assessed as a reasonable rent for the demised premises for the residue then unexpired such assessment to be made in the following manner that is to say:-

(a) Such assessment as is agreed between the Landlord and the Tenant before the Twenty-fourth day of June Two thousand and thirty-one

(b) In the event of the Landlord and the Tenant failing to reach such agreement as aforesaid on or before the date appointed (and in this respect time shall be deemed to be of the essence) then such rent for the said period as shall be fixed or assessed by an independent Surveyor appointed for that purpose (in default of agreement between the Landlords and the Tenant) by the President for the time being of the Royal Institute of Chartered Surveyors (or such other Society or Institution which has succeeded to the said Royal Institute of Chartered Surveyors) and such assessment shall be communicated to the parties in writing and immediately upon such communication the rents so assessed as a reasonable rent for the said period and any fees payable to the independent Surveyor hereinbefore mentioned in respect of the assessment to be made herein shall be borne by the Landlord and Tenant in equal shares PROVIDED THAT the said yearly rent shall not in any event exceed TWO-THIRDS (2/3rds) of the rateable value of the Demised

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Premises

THE BUILDING:- "Northlands House" 52 PARK ROAD SOUTHEND ON SEA ESSEX

PROPORTION OF SERVICE CHARGE:- TWENTY-TWO PERCENT (22%)

TENANT'S INITIAL CONTRIBUTION TO SERVICE CHARGE: FLAT D - ONE HUNDRED AND EIGHTY POUNDS (£180.00) per annum

THE FIFTH SCHEDULE hereinbefore referred to:-

PART I

The costs expenses outgoings and other matters as follows:-

(i) Effecting the insured risks

(ii) Maintaining repairing decorating and renewing

(a) The main structure and in particular the foundations the roof gutters and rainwater pipes of the Building

(b) The gas and water pipes drains and electric cables and wires the cold water storage tank and T.V. Aerial in or upon the Building and enjoyed or used by the Tenant in common with the undemised premises

(c) The main entrances passages landings and the interior staircase of the Building and the accessway to the Car Parking Area so enjoyed or used by the Tenant in common as aforesaid

(d) The boundary walls and fences of the Building

(iii) Decorating the exterior of the Building

(iv) If appropriate cleaning and lighting any passages landings staircases and other parts of the Building so enjoyed or used by the Tenant in common as aforesaid and of keeping the paths and garden or garden area in good condition

(v) The fees of the Landlord for the collection of the

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rents of the flats demised in the Building and for the general management thereof

(vi) The Landlord may at their discretion provide a sinking fund for all or any of the aforegoing items

PART II

(Provision for payment of the Service Charge)

(i) To pay to the Landlord or their agents as a contribution towards the Service Charge for the period up until the First day of July next an amount calculated at the rate specified in the Fourth Schedule hereto for each lunar month or part of a lunar month from the date of this demise until the First day of July next and such amount shall be payable to the Landlord on the execution hereof

(ii) To pay to the Landlord or their agents on the First day of July and the First day of January in each year commencing on the First day of July next such sum as shall from time to time prove necessary on account of the Service Charge

(iii) As soon as convenient after the First day of July in each year commencing with the First day of July next the Landlord or their agents shall prepare an account showing the Service Charge for the preceding year and upon such account being certified by the Landlord's agents the same shall be binding upon the parties hereof

(iv) The maintenance service charge ascertained in accordance with the preceding clause for each year after the First day of July next ascertained as aforesaid shall be divided in accordance with the proportion (being proportion of service charge) as defined in the Fourth Schedule hereto

(v) If the Tenant's proportion of the service charge

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ascertained as aforesaid shall be greater than the amount paid on account by the Tenant an amount which is equal to the difference shall be paid by the Tenant to the Landlord within Twenty-one (21) days of the notification of the amount thereof but if the actual cost as aforesaid shall be less than the amount paid on account the difference shall be held in credit by the Landlord against future payments except in the case of an amount owing by the Landlord at the expiry of the term when it shall be repaid to the Tenant

SIGNED SEALED AND DELIVERED by)
the said PHILIP ARTHUR DIGGINS)
and STEPHEN PHILIP DIGGINS in)
the presence of:-)

Doris Crowhurst (Mrs)
189 Lonsdale Road,
Southend-on-Sea
Essex

Book-Keeper

GORDON BENSON.
'SHORE ENDS',
5 BYFORD CLOSE,
RAYLEIGH,
ESSEX
CAR SALESMAN

H.M. LAND REGISTRY

LEASEHOLD TITLE REGISTERED
TITLE NUMBER EX 268676

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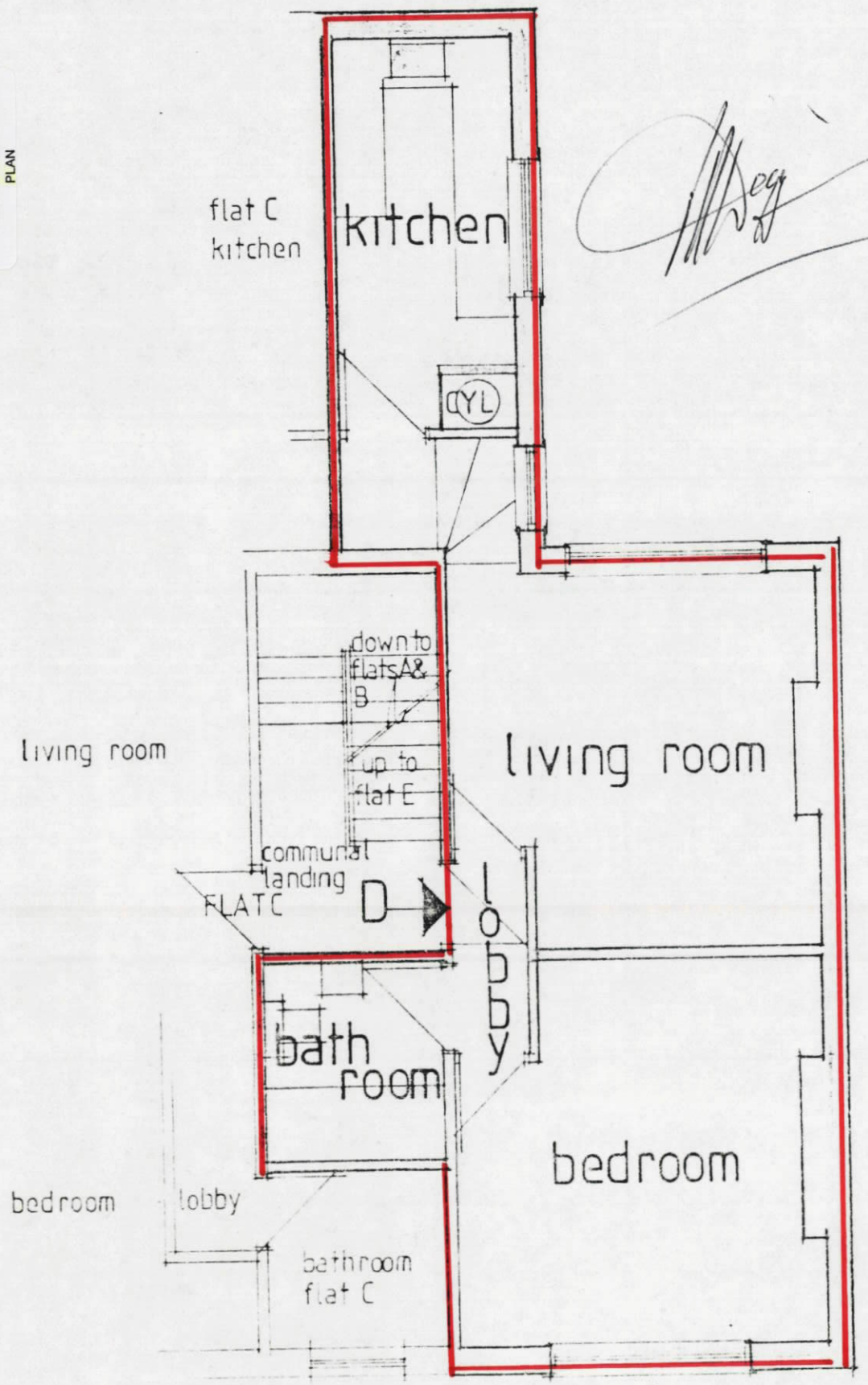
FLAT D floor plan

FIRST FLOOR

52 Park Road Southend



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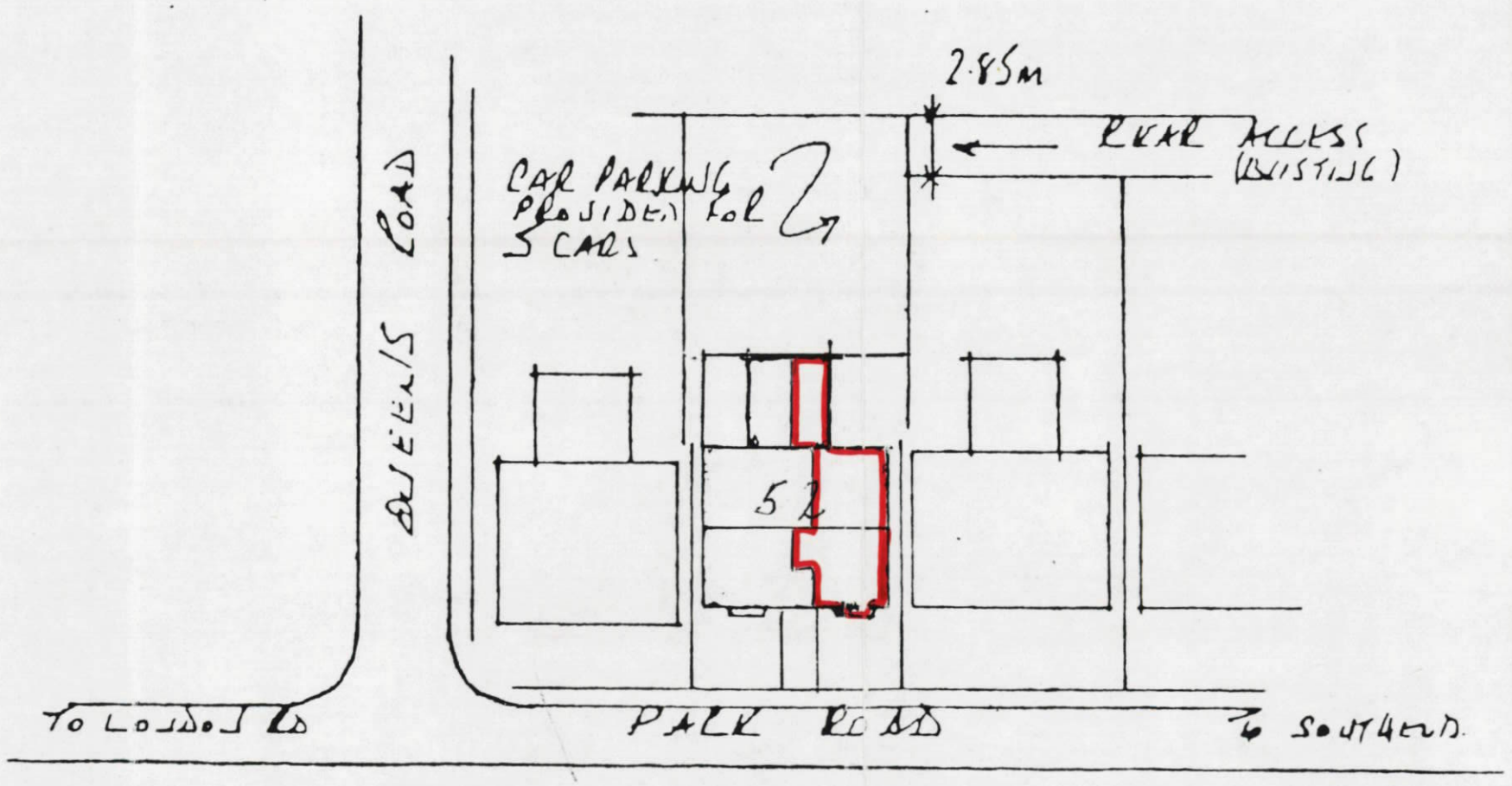
LOCATION PLAN
SCALE 1:500



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