

H.M. LAND REGISTRY

Land Registration Acts 1925 to 1971

County and District : Wiltshire: Thamesdown
Title Number : WT 6471
Property : Land in the Parish of
Haydon Wick

THIS LEASE is made the _____ day of
19 BETWEEN EDWIN H. BRADLEY & SONS LIMITED whose registered
office is situate at Okus Swindon Wiltshire (hereinafter called "the
Lessor" which expression shall where the context so admits include the
person for the time being entitled to the reversion immediately expectant
on the determination of the term hereby created) of the one part and
HAYDON COURT (NORTH) RESIDENTS COMPANY LIMITED whose registered office
is situate at Okus Swindon Wiltshire (hereinafter called "the Lessee"
which expression shall where the context so admits include its successors
in title) of the other part _____

WITNESSETH as follows:-

1. IN consideration of the rent and covenants on the part of the
Lessee hereinafter reserved and contained the Lessor HEREBY DEMISES
unto the Lessee ALL THAT, the property described in the First Schedule
hereto (hereinafter called "the Demised Property") TO HOLD the same
unto the Lessee for the term of Ninety-nine years and ten days from the
Twenty-fourth day of June One thousand nine hundred and seventy-four
PAYING therefor until the execution by the Lessee of sub-leases of all
the flats and garages included in the said property a yearly rent in
advance of Thirty-five pounds for each flat and garage where such sub-
leases have been granted with effect from the date of grant of each such
sub-lease and thereafter when all of such sub-leases shall have been
granted during (a) the first Twenty years of the said term a yearly rent
of Eight hundred and forty pounds (b) the next forty years of the said
term the said yearly rent of One thousand five hundred and sixty pounds
(c) the remainder of the said term the said yearly rent of Two thousand
eight hundred and eighty pounds all such payments to be made in advance
by equal quarterly instalments on the usual quarter days in each year
without any deduction the first of such payments being a proportionate
payment to be made on the execution of the first of such sub-leases
SUBJECT to the covenants on the part of the Lessee and the conditions
hereinafter contained _____

2. THE Lessee HEREBY COVENANTS with the Lessor that it will observe
and perform the obligations on its part set out in the Second Schedule
hereto _____

3. THE Lessor HEREBY COVENANTS with the Lessee as follows:-

(a) that the Lessee paying the rent hereby reserved and performing
and observing the covenants on its part herein contained shall peaceably
hold and enjoy the Demised Property for the term hereby created without
any interruption by the Lessor or any person lawfully claiming under or
in trust for it _____

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(b) that the Lessor will construct the road known as Helmsdale and also the footpath to High Street shown on the said plan to the standards required by the Highway Authority and will maintain the same until adopted as public highways maintainable at the public expense and will indemnify the Lessee and its successors in title from and against all actions costs claims and demands in respect of the same _____

4. IF the rent hereby reserved or any part thereof is unpaid for Twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Demised Property or any part thereof in the name of the whole and whereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained _____

5. IT IS HEREBY AGREED AND DECLARED that it is the intention of the Lessor at the present time to build all of the blocks of flats and garages and to lay out the demised premises in the manner indicated on the said plan within the area edged red thereon and the Lessee hereby grants unto the Lessor and all persons authorised by the Lessor full and unrestricted right of entry with workmen vehicles and appliances upon the demised premises at all times for the purpose of executing such works or any modification thereof and for all purposes ancillary to such works _____

6. IT IS HEREBY FURTHER AGREED AND DECLARED as follows:-

(a) the cost of cleansing and maintaining any sewers and watercourses serving the Demised Property in common with any other property forming part of the Lessor's Greenmeadow Estate in respect of which any other person or persons is or are entitled to use the same shall (so far as the same are not maintainable by any Local or other Authority) be borne by the owners for the time being of the properties so benefitting or enjoying the same in equal shares according to the number of properties for the time being served by the same (and for the purpose of this Clause each flat on the Demised Property shall be deemed to be a single or separate property) but subject nevertheless to any combined drainage or other agreement which may now or hereafter be entered into with the Local Authority If and so far as the Local Authority shall require any agreement to be entered into under Section 38 of the Public Health Act 1936 or any statutory modification thereof for the time being in force affecting the Demised Property the Lessor shall be entitled to enter into the same notwithstanding this Lease _____

(b) the Lessee shall not be entitled to any easement or right of way light air or otherwise not hereby expressly granted over any adjoining or neighbouring land forming part of the Lessor's said Greenmeadow Estate and this Lease expressly excludes the implication of any such grant and the enjoyment of any such rights shall be deemed to be by the express permission of the Lessor _____

(c) the Lessor may at any time within the period allowed by law and notwithstanding this Lease make such representations as the Lessor may think fit and at its own expense pursue such actions or proceedings as it may think expedient to against or with the Local Authority with a view to the whole or any section or part of the foul and surface water sewers now or at any time serving or passing under the Demised Property being adopted as Public Sewers maintainable at the public expense and may (if the Lessor thinks fit) appeal in such manner as may be authorised by law against any decision of the Local Authority in respect thereof _____

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written _____

THE FIRST SCHEDULE above referred to

Demised Property

ALL THAT piece or parcel of land situate at Haydon Wick in the County of Wilts TOGETHER with the blocks of flats and the garages erected or in course of erection thereon by the Lessor all which said property is for the purpose of identification delineated on the plan annexed hereto and thereon edged with red but excluding the garages and forecourts hatched red thereon and is registered at H.M. Land Registry with title Absolute and comprising part of the Lessor's Greenmeadow Estate TOGETHER with a right of way on foot and with vehicles where the same are appropriate over the road known as Helmsdale and such other roads and ways on the Lessor's said Greenmeadow Estate which may not already be public highways and which connect the demised property with existing public highways such right to cease as and when any part of the same may be declared to be public highways maintainable at the public expense AND TOGETHER with the right (in common with all others having the like right) to the passage of water soil gas and electricity through any sewers pipes wires and cables now laid through any other land now or formerly comprised in Title Number WT6471 or in respect of which the Lessor has any such right with the right of entry on such land for the purpose of inspecting cleansing repairing and maintaining the same subject to the Lessee or other the person or persons exercising this right making good any damage occasioned thereby such rights in the case of any sewer to cease on the same being declared to be a public sewer SUBJECT to (i) an exception and reservation in favour of the Lessor and the owners and occupiers of any other land in the vicinity now or formerly owned by the Lessor or which it shall acquire within a period of Twenty-one years from the date hereof and any successors in title of the Lessor to whom any of these rights shall be expressly assigned the right to the passage of water soil gas electricity and telephone radio and television services through any pipes wires and cables now or at any time within the said period of Twenty-one years laid through over or under the demised property with the right to enter upon the demised property for the purpose of laying inspecting maintaining and renewing any such pipes wires and cables and making any connections thereto subject only to the persons exercising any such right making compensation for any damage thereby occasioned (ii) an exception and reservation in favour of the Lessor and its successors in title being the owners and occupiers for the time being of any other part of the Lessor's Greenmeadow Estate comprised in the said Title a right of way on foot and with vehicles at all times over and along the strip of land hatched green on the said plan for the purpose of gaining access to and from the six garages Numbered 1199 to 1204 (both inclusive) on the said plan and the parking spaces adjacent thereto (which are not included in this demise) SUBJECT to the Lessor or its successors in title making a contribution towards the upkeep of the said strip of land hatched black such contribution being calculated according to the extent of such user subject to a maximum of six sixteenths of the total cost of such upkeep (iii) an exception and reservation in favour of Eric Thomas Cox and Pamela Valerie Cox and their successors in title being the owners and occupiers for the time being of certain adjoining premises known as Number 6 Green Valley Avenue Haydon Wick aforesaid of a right of way at all times for private motor cars only in connection with the use and occupation of the said premises known as Number 6 Green Valley Avenue aforesaid over and along the strip of land forming the access to garages Numbered 1165 to 1178 on the said plan between the points marked "p" to "q" and cross-hatched black thereon SUBJECT to the said Eric Thomas Cox and Pamela Valerie Cox and their successors in title from time to time contributing one fifteenth of the cost of maintaining the said strip of land

THE SECOND SCHEDULE above referred to

Covenants by the Lessee

1. The Lessee shall pay the reserved rent on the days and in the manner

2. The Lessee shall pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Demised Property or any part thereof or on the Lessor or Lessee in respect thereof

3. The Lessee shall to the full satisfaction in all respects of the Lessor's Surveyor for the time being keep the buildings for the time being on the Demised Property and all other parts thereof and all fixtures and fittings therein and all additions thereto and the boundary walls and fences marked with a 'T' within the Demised Property on the said plan in good and tenantable state of repair decoration and condition inside and out throughout the continuance of this demise including the renewal and replacement of all worn and damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and in particular shall completely repaint the exterior of the said buildings no later than the Thirty-first day of December One thousand nine hundred and seventy-seven and thereafter once in every fourth year with materials of good quality and of a colour approved by the Lessor and shall also keep the grounds of the demised premises including paths ways grassed areas gardens trees shrubs plants and open spaces tidy and properly cultivated and in good condition and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects

4. The Lessor may enter and examine the Demised Property at reasonable times and serve on the Lessee notice of any necessary repairs or decorations for which the Lessee is liable If the Lessee does not within Two months after the service of such notice enter upon the execution of such repairs or decorations and proceed diligently therewith the Lessor may execute them and the cost thereof shall be a debt due from the Lessee to the Lessor

5. The Lessee shall keep all buildings for the time being on the Demised Property insured against loss or damage by fire storm impact or aircraft and such other risks as are included in a comprehensive policy with such insurance company of repute and in such agency (including the Lessor's own agency) as the Lessor may decide to an amount equal to the full replacement value thereof plus ten per centum of such amount for Architect's and Surveyor's fees in the joint names of Lessor and Lessee and will effect such other insurance of or in respect of property owners' liability or other risks as the Lessor shall consider reasonable and shall produce to the Lessor on demand the policy of such insurance and the receipt for the latest premium and shall in the event of loss or damage apply the proceeds of such insurance in the first instance towards the reinstatement of such buildings

6. The Lessee shall within Twenty-one days of every assignment under-lease (excluding underleases of flats and garages) grant of probate or administration assent transfer mortgage charge discharge order of court or other event or document relating to the term give notice thereof in writing to the Lessor and in the case of a document send it to the Lessor's Solicitors for the time being with a registration fee of Three pounds fifty pence

7. The Lessee shall not do or permit or suffer to be done on the Demised Property anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or the owners and occupiers for the time being of any adjoining property

8. The Lessee shall not make any alteration to the Demised Property without the approval in writing of the Lessor to the plans and specifications thereof and shall make such alterations only in accordance with such plans and specifications when approved The Lessee shall at its own expense obtain all licences planning permissions approvals and other things necessary for the lawful carrying out of such alterations and shall comply

with all bye-laws regulations and conditions applicable generally or to the specific works undertaken and in the case of any alterations additions to the Demised Property or the erection of any new building thereon to pay any levy of whatever nature payable as a consequence thereof _____

9. The Lessee shall do all such works as under any act of parliament bye-laws regulation or rule of law are directed or necessary to be done on or in respect of the Demised Property (whether by Landlord tenant or occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof _____

10. To maintain in good repair and condition the strip of land hatched green on the said plan _____

11. To maintain in proper order and condition the fences or walls marked with a 'T' inside the red verge line on the said plan _____

12. Not to erect any wall fence or hedge between the points marked U V W X Y and Z on the said plan _____

THE COMMON SEAL OF EDWIN H. BRADLEY
& SONS LIMITED was hereunto affixed
in the presence of:-

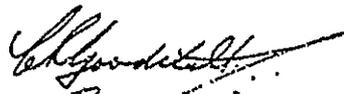
Directors

Secretary

THE COMMON SEAL OF HAYDON COURT
(NORTH) RESIDENTS COMPANY LIMITED
was hereunto affixed in the
presence of:-

Director

Secretary




Subscribers to the Memorandum of Haydon Court (North)
Residents Company Limited.

This is the Draft Agreement marked "B" referred to in the Memorandum of Association of Haydon Court (North) Residents Company Limited

THIS AGREEMENT is made the _____ day of _____ One thousand nine hundred and seventy _____ BETWEEN HAYDON COURT (NORTH) RESIDENTS COMPANY LIMITED whose registered office is situate at Okus Swindon in the County of Wilts (hereinafter called "the Lessee") of the one part and EDWIN H. BRADLEY & SONS LIMITED whose registered office is situate at Okus Swindon aforesaid (hereinafter called "the Developer") of the other part _____

SUPPLEMENTAL to a Lease of even date herewith made between the same parties as are parties hereto but in the reverse order whereby the Developer demised unto the Lessee the land with buildings in course of construction therein described (hereinafter called "the Demised Property") for the term at the rent and subject to the covenants and conditions therein contained _____

IT IS HEREBY AGREED as follows:-

1. The Lessee shall give to the Developer possession of the Demised Property to enable the Developer to complete the erection of such buildings and the flats comprised therein and of the garages and any other ancillary work which the Developer may wish to carry out on the Demised Property whether in accordance with the agreements hereinafter referred to for the grant of Leases by the Lessee to purchasers of such flats and garages or otherwise _____
2. At the direction of the Developer the Lessee shall join the Developer in entering into agreements substantially in the form of the draft Agreement annexed hereto with Purchasers of such flats and garages and upon the completion of each of such flats and garages shall grant a Lease as directed by the Developer to the Purchaser thereof in the form of lease attached hereto and shall thereafter perform and observe the covenants on its part and the conditions contained in such leases and enforce the performance and observance by the Lessees under such Leases of the covenants on the Lessee's part and the conditions therein contained _____
3. The Lessee shall deal with the Demised Property until the grant of leases of all the said flats and garages and (subject to the rights of such Purchasers) with the parts of the Demised Property for the time being unsold in such manner in every respect as the Developer shall direct or appoint _____
4. The Developer shall insure and keep insured or procure the insurance against loss or damage by fire for the full value thereof all building works on the Demised Property until completion of the buildings erected or to be erected on the Demised Property PROVIDED THAT the Developer's liability to insure in respect of any flat or garage forming part of the said buildings ceases on the grant of a lease thereof by the Lessee to a Lessee of such flat and garage _____

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written _____

THE COMMON SEAL of HAYDON COURT (NORTH)
RESIDENTS COMPANY LIMITED was hereunto
affixed in the presence of:-

Director

THE COMMON SEAL of EDWIN H.)
BRADLEY & SONS LIMITED was
hereunto affixed in the
presence of:-

Directors

Secretary

W. G. ...
B. E. ...

Subscribers to the Memorandum of Haydon Court
(North) Residents Company Limited