

THE PRYORS

SPECIMEN ORIGINAL 1976 LEASE AS AMENDED BY 1992 DEED OF VARIATION

[amendments shown in italics]

FLAT NO. ## "THE PRYORS" EAST HEATH ROAD HAMPSTEAD N W 3

THIS LEASE

Made the ##th day of ## One thousand nine hundred and seventy six

BETWEEN BUCKINGHAM PROPERTIES (DEVELOPMENTS) LIMITED whose registered office is situate at 170 Finchley Road London N.W.3 (hereinafter called "the Lessor") of the one part and ## of ## (hereinafter called "the Lessee") of the other part

WITNESSETH as follows:-

1. IN CONSIDERATION of the sum of ## POUNDS (£##) now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the rent and covenants hereinafter reserved and contained

the Lessor HEREBY DEMISES UNTO the Lessee ALL THAT the Flat (hereinafter called "the Flat") numbered ## and being on the ##th floor of Block A/B of the Buildings (hereinafter called "the Building") consisting of the Block(s) of flats known as "The Pryors" East Heath Road Hampstead in the London Borough of Camden the position and area of the Flat being shewn (for the purposes of identification only) on the plan annexed hereto and thereon edged with red and more particularly described in Part I of the First Schedule hereto TOGETHER WITH the Landlord's fixtures and fittings installed thereon AND TOGETHER ALSO WITH the easements rights and privileges mentioned in Part II of the First Schedule hereto subject as therein mentioned EXCEPT AND RESERVING as mentioned in the Second Schedule hereto

TO HOLD the Flat unto the Lessee for a term of *[as amended by deed of variation]* ONE HUNDRED AND FORTY NINE YEARS from the Twenty-ninth day of September One thousand nine hundred and seventy-five

YIELDING AND PAYING therefor to the Lessor from the date hereof until the Twenty-eighth day of September Two thousand the yearly rent of TWENTY POUNDS (£20) from the Twenty-ninth day of September Two thousand to the Twenty-eighth day of September Two thousand and twenty-five

the yearly rent of [all as amended by deed of variation] SEVENTY POUNDS (£70) from the Twenty-ninth day of September Two thousand and twenty five until the Twenty-eighth day of September Two thousand and fifty the yearly rent of ONE HUNDRED AND TWENTY POUNDS (£120) from the Twenty-ninth day of September Two thousand and fifty to the Twenty-eighth day of September Two thousand and seventy-five the yearly rent of ONE HUNDRED AND SEVENTY POUNDS (£170) from the Twenty-ninth day of September Two thousand and seventy five to the Twenty-eighth day of September Two thousand one hundred the yearly rent of TWO HUNDRED AND TWENTY POUNDS (£220) from the Twenty-ninth day of September Two thousand one hundred for the remainder of the term the sum of TWO HUNDRED AND SEVENTY POUNDS (£270)

provided that the rent from time to time as aforesaid shall not exceed a sum equal to two-thirds of the rateable value of the Demised Premises at the times and in the manner aforesaid as defined by the Rent Act 1977 Section 5 LESS ONE POUND (£1) (hereinafter called "the sum payable") PROVIDED THAT the provisions of this paragraph [1 (A)] as to rent shall continue to have effect only so long as the reservation as rent of any sum greater than the sum payable would result in the Lease being a protected tenancy as defined by the said Act and reference to the Rent Act 1977 shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force and

YIELDING AND PAYING by way of further or additional rent the service charge referred to in Clause 2.2 hereof

such rent to be paid by two equal half yearly payments in advance on the Twenty-fifth day of March and the Twenty-ninth day of September in every year the first whereof (to be if necessary a proportionate part thereof calculated from the date hereof) is to be paid on the execution hereof

2. [As Amended by Deed of Variation]

The Lessee for himself and his assigns to the intent that the obligations may continue for the term hereby created HEREBY COVENANTS with the Lessor as follows that is to say:-

2.1 To pay the reserved rent at the time and in the manner aforesaid

2.2 To pay and contribute to the Lessor by way of further or additional rent a proportionate part equal to xyz per centum of the expenses which the Lessor shall in relation to the Building reasonably and properly incur in performing its obligations contained in Clause 5 hereof at such time and in such manner as the Lessor may in its absolute discretion so determine and in the absence of such determination shall be a sum equivalent to 125% of the service charge attributable to the Flat in the previous service charge year (which shall

henceforth be deemed to commence on the 1st day of January and end on the 31st day of December in each year

2.3 To pay and discharge all taxes rates duties assessments impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time during the time of the said term be imposed or charged upon the Flat or the owner or occupier in respect thereof except Landlords' property tax

2.4 From time to time pay all costs charges and expenses incurred by the Lessor in abating a nuisance at the Flat and executing all such works as may be necessary for abating a nuisance at the Flat in obedience to a notice served by a Local Authority

2.5 To observe and perform the regulations and restrictions specified in the Third Schedule hereto with such variations or additions thereto as may from time to time be imposed by the Lessor for the purpose of maintaining the character and reputation of the Building as a high class block of flats and for the convenience and comfort of the Lessees thereof

2.6 To pay unto the Lessor as arrears of rent all costs charges and expenses on a full indemnity basis (including legal costs and fees payable to a surveyor) which may be incurred by the Lessor in or in contemplation of any proceedings under sections 146 and 147 of the Law of Property Act 1925 or any re-enactment thereof or in enforcing any obligations of the Lessee under the terms of this Lease including in particular all such costs charges and expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Flat and the drawing up of the Schedule of Dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

2.7 Once in every seven years of the said term and in the last year thereof howsoever determined to pain twice and paper and otherwise redecorate all the inside parts of the Flat usually so painted papered or redecorated

2.8.A. From time to time and at all times well and substantially to repair cleanse maintain and keep the Flat (other than the parts comprised in and referred to in paragraph (2) of Clause 5 hereof) and the fixtures thereon and the walls pipes cables wires and appurtenances thereof with all necessary reparations cleansings and amendments whatsoever save as to damage in respect of which the Lessor is entitled to claim under a policy of insurance maintained by the Lessor in accordance with its covenants in that behalf hereinafter contained except insofar as that policy may have be[e]n vitiated by the act or default of the Lessee or any party claiming through the Lessee or servants agents licensees or visitors of the Lessee

2.8.B. *Provided always for the avoidance of doubt it is hereby agreed that windows and window frames are integral to the flat and shall remain the responsibility of the Lessee PROVIDED FURTHER always that if frames are required to be replaced they [they] shall be replaced by a style in conformity with the Lessors' reasonable written requirements first having been obtained*

2.9. *To permit the Lessor and its agents and workmen at all reasonable times by appointment during the said term (but at any time in case of emergency) to enter upon the Flat to view the condition thereof and take any measurements plans or sections thereof or any part or parts thereof and to give or leave upon the Flat for the Lessee notice in writing of all defects and wants of repair there found and within two months next after every such notice well and sufficiently to repair and make good such defects and wants of repair*

2.10 *At the cost of the Lessee to execute all such sanitary and other works of every description as the local or other authority may from time to time lawfully require to be executed upon or in connection with the interior of the Flat under the provisions of statute [sic : statute] now or hereafter to be enacted whether by the owner or occupier and to discharge the whole of the expense of such works*

2.11 *At the end of or other sooner determination of the said term peaceably to leave and yield up to the Lessor the Flat so well and sufficiently repaired maintained cleansed glazed painted amended and kept as aforesaid together with all fixtures fastenings and things whatsoever except tenant's fixtures which now are or at any time during the said term shall be set up on the Flat or belonging thereto*

2.12 *To permit the Lessors and its surveyors or agents and each Lessee of a Flat in the Building with or without workmen and others at all reasonable times by appointment (except in the case of an emergency) to enter into and upon the Flat or any part thereof for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in order and good condition all sewers drains pipes cables watercourses gutters wires party structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off the supply of water to the Flat or any other flat in the Building in respect whereof the (the [sic] Lessee or the occupier of such other flat as the case may be shall have made default in paying his share of the water rate the Lessor or the Lessee so entering or authorising entry (as the case may be) making good all damage occasioned to the Flat*

2.13 *Not to do or permit or suffer to be done any act or thing which may render void or voidable any policy or policies of insurance in respect of the Building or any part thereof and in the event of the Flat or of the Building being damaged or destroyed by fire at any time*

during the term hereby granted and the insurance money under any insurance against fire effected thereon being wholly or partly irrecoverable by reason solely or in part of any act or default of the Lessee then and in such case the Lessee will forthwith (in addition to the said rent or other monies hereby covenanted to be paid) pay to the Lessor the whole or (as the case may require) a fair proportion of the cost of completely rebuilding and reinstating the same any dispute as to the proportion to be so contributed by the Lessee or otherwise in respect of or arising out of this provision to be referred to arbitration in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment for the time being in force

2.14. Not without the licence in writing of the Lessor first obtained to enter into any agreement with or give any acknowledgement to the owner or lessee of any premises adjoining opposite or near to the Flat with reference to any easement or right enjoyed or claimed by such owner or lessee over upon or under the Flat or enjoyed or claimed in respect of or for the benefit of the Flat over upon or under any premises adjoining opposite or near to the Flat

2.15.i. Not to assign transfer underlet mortgage or part with possession of any part or parts of the Flat as distinguished from the whole thereof

2.15.ii. Not to underlet the whole of the Flat

a. otherwise than for a fixed period of not less than 90 days and not exceeding two years

b. otherwise than at a rent which is at least equal to the aggregate of the rent including service charge by this Lease for the time being reserved

c. to a foreign embassy or government or to an individual who may have or is likely to acquire diplomatic immunity

d. to a body corporate not having a registered office in England or Wales nor to an individual who is resident outside of the jurisdiction of the High Court of Justice unless such body corporate or individual shall provide a guarantee for the performance of the Underlessee's obligations herein contained from an individual resident in England or Wales not having diplomatic immunity who shall be first approved by the Lessor (whose approval shall not be unreasonably withheld or delayed) and who shall be authorised to accept service of any proceedings relating to any matters arising hereunder

e. Without the previous consent in writing of the Lessor which consent shall not be unreasonably withheld or delayed PROVIDED ALWAYS that any application for consent under this sub-clause shall be supported by such particulars of the proposed occupier of the Flat and for such references for the proposed Underlessee and such other particulars of

the proposed underletting as the Lessor may reasonably require and PROVIDED ALWAYS that prior to any underletting commencing the underlessee shall enter into a direct covenant with the Lessor to pay the contribution covenanted to be paid under the provisions of sub-clause (2) hereof and otherwise to observe and perform the tenant's covenants and conditions contained in this Lease

2.15.iii Not to assign or transfer the whole of the Flat

(a) unless contemporaneously with such assignment or transfer the assignor or transferor also transfers to the assignee or transferee all of the shares (if any) held by the Lessee in the capital of the Lessor and in the capacity of leaseholder of the Flat forthwith after such assignment or transfer delivers the same duly stamped to the Lessor together with the Lessee's share certificate

(b) to a foreign embassy or government nor to an individual who the Landlords reasonably anticipate may have or is likely to acquire diplomatic immunity

(c) to a body corporate not having a registered office in England or Wales nor to an individual who is resident outside the jurisdiction of the High Court unless such body corporate or individual shall provide a guarantee for the performance by the assignee or transferee of the Lessee's obligations contained in this Lease from an individual resident in England or Wales not having diplomatic immunity who shall be first approved by the Lessor (whose approval shall not be unreasonably withheld or delayed) and who shall be authorised to accept service of any proceedings relating to any matters arising under this Lease

(d) without the previous consent in writing of the Lessor which consent shall be granted within 10 working days of application for assignment or transfer having been received by the Lessor PROVIDED ALWAYS that any application for consent under this sub-clause shall be supported by such particulars of the proposed assignee or transferee and such other particulars of the proposed assignment or transfer as the Lessor may reasonably require and PROVIDED ALWAYS that prior to any assignment or transfer the assignee or transferee shall enter into a direct covenant with the Lessor to pay the contributions covenanted to be made under the provisions of sub-clause (2) hereof and to pay the rents hereinbefore reserved and to observe and perform all the covenants on the part of the lessee and conditions herein contained

(e) Upon every assignment transfer underlease mortgage charge or other document affecting this Lease to give to the Lessor within one month thereafter notice in writing thereof and also if required by the Lessor to produce each such document to the Lessor's solicitors and pay a reasonable fee as prescribed by the Lessor from time to time for the

registration of each such notice or document

2.16. Not at any time during the said term

(a) to make any alterations in or additions to the Flat or any part thereof or to cut maim alter or injure any of the walls timbers or girders thereof or to alter the Lessor's fixtures therein without the Lessor's prior written consent

(b) store or permit to be stored in the Flat any petrol or other specially inflammable or any noxious or explosive substance or material

2.17. Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Flat or any part thereof whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any sub-tenant or any other persons whatsoever forthwith so far as such notice order direction or other thing or the Act Regulations or other instruments under or by virtue of which it is issued or the provisions thereof require the Lessee so to do to comply therewith and at the Lessee's own expense forthwith deliver to the Lessor a true copy of the Notice order direction or other thing and if so required by the Lessor to join with the Lessor in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Flat or any part thereof or the Building as the Lessor may consider desirable and to join with the Lessor in any such appeal or application to the Court against such notice order direction or other thing as the Lessor may consider desirable

2.18. Not at any time to do or permit or suffer to be done any action matter or thing on or in respect of the Flat which contravenes the provisions of the Town & Country Planning Acts 1947 to 1984 or any enactment amending or replacing the same and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof

2.19. To comply in all respects at the Lessee's own cost with provisions of any statute statutory instruments rule order or regulation and any order direction or requirement made or given by any authority or any appropriate Minister or Court so far as the same affect the Flat (whether the same are to be complied with by the Lessor the Lessee or the occupier) and forthwith to give notice in writing to the Lessor of the giving of such order direction or requirement as aforesaid and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof

2.20. If any of the rents hereinbefore reserved shall remain unpaid for 28 days after the same becoming due to pay to the Lessor interest thereon at a rate of 3% above the base rate of National Westminster Bank PLC from time to time such interest to be calculated on a day to day basis from the date of the same becoming due down to the date of payment and the aggregate amount for the time being so payable shall at the option of the Lessor be

recoverable by action as rent in arrear

3 IT IS HEREBY DECLARED (a) that the demise hereby made shall not be deemed to include and shall not operate to convey or demise any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any land of the Lessor adjoining or near to the Building (except as described in the First Schedule hereto) AND that the Lessor shall have power at all times without obtaining any consent from or making any compensation to the Lessee to deal as the Lessor may think fit with any land or buildings adjoining opposite or near to the Building and to erect or suffer to be erected on such adjoining opposite or neighbouring land any buildings whatsoever and to make alterations and additions to any buildings whether such buildings alterations or additions shall or shall not affect or diminish the light or air which may now or at any time or times during the term hereby granted be enjoyed by the Lessee or other the tenants or occupiers of the Flat or any part thereof (b) that the Lessee shall not be entitled to the benefit of any restriction which the Lessor may have imposed or may hereafter impose on any owner or lessee of any other flat in the Building or of any land adjoining or near to the Flat and (c) that nothing herein contained shall in any way operate to prevent or hinder the Lessor from waiving or varying the whole or in part any such restriction as aforesaid or shall create or be deemed to create a building scheme

4. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever the said rent hereby reserved or any part thereof shall be unpaid for twenty days after any of the days hereinbefore appointed for payment of the same (whether the same shall have been legally demanded or not) or if and whenever the Lessee shall not in all things well and truly observe perform fulfil and keep all and singular the covenants by the Lessee herein contained then it shall be lawful for the Lessor to re-enter into the Flat or into any part thereof in the name of the whole and the same premises to have again repossess and enjoy as in its former estate and the Lessee and all other occupiers thereof thereout to expel these presents or anything herein contained to the contrary notwithstanding

5 [As Amended by Deed of Variation]

The Lessor HEREBY COVENANTS with the Lessee as follows:-

5.1 That the Lessee paying the respective rents and performing the covenants conditions and agreements hereinbefore contained shall peaceably enjoy the Flat for the term hereby granted without any [?un?]lawful interruption or disturbance by the Lessor or any person lawfully claiming through under or in trust for the Lessor

5.2. Subject to the payment by the Lessee of the Maintenance Charge and in the manner hereinbefore provided

5.2.i. to maintain repair and redecorate and renew and where appropriate to keep clean and well

lighted

- a. the structure and in particular the main walls roofs foundations chimney stacks gutters and rainwater pipes of the Building*
- b. the lifts gas and water pipes drains and electric cables and wires in under and upon the Building and enjoyed or used by the Lessee in common with the owners and the lessees of the other flats in common as aforesaid and the boundary walls and fences and entrance pathway of the said Building*
- c. all other parts of the Building not hereinbefore specifically mentioned or included in the demised or any other flat in the Building*

5.2.ii. to pay the water rate assessed on the Building in the event of the Flat not being separately assessed

5.2.iii. to provide and use its best endeavours to maintain the services of a Maintenance Staff for the performance of the following duties in the Building

- a. to cleanse the entrance halls and stairs and passages and attend to the lighting and extinguishing of the lights therein*
- b. to remove daily other than on Sundays and Bank Holidays from the Flat all domestic refuse and rubbish the Lessee providing his own suitable receptacle for the carriage thereof*
- c. the Lessee shall not employ the said Maintenance Staff to perform any special services for the Lessee except with the consent of the Lessor or its agents through whom all arrangements for such special employment of any Maintenance Staff shall be made and no such special employment shall be permitted which would interfere with the proper discharge of the general duties of the said Maintenance Staff and the remunerations for any special services rendered to the Lessee may be arranged between them and shall be paid by the Lessee [the following words appear to be in the wrong place : perhaps at the end of clause ###] Provided Always that nothing in this Lease shall impose any obligation on the Lessor to provide or instal any system service or installation not in existence at the date hereof*

5.2.iv. To keep the Building and any Flat therein insured (unless such insurance shall be vitiated by any act or default of the Lessee or any party claiming through the Lessee) against loss or damage by fire storm tempest and (if possible) aircraft and explosion and all usual risks in such sum as shall be considered by the Lessor's surveyor to be the full reinstatement value thereof including an amount to cover professional fees and other incidental expenses in connection with the Building and reinstatement thereof and two years loss of rent and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risk to cause all monies received in respect of any such insurance to be laid out with all convenient speed in rebuilding repairing or

otherwise reinstating the Building or the part thereof so destroyed or damaged but without prejudice to the Lessee's liability to pay or contribute towards to cost of such rebuilding repairing or reinstatement as hereinbefore provided in the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Lessee

5.2.v. If so reasonably required by the Lessee to enforce the covenants and conditions similar to those contained herein on the part of the Lessee entered into or to be entered into by the Lessees of the remainder of the Building so far as they affect the Flat on the Lessee fully indemnifying the Lessor against all costs and expenses of such enforcement

6. [Omitted by Deed of Variation]

7. IN this lease where the context so admits:-

(a) the expression "the Lessor" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted and the expression "the Lessee" shall include the lessees successors in title

(b) where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally

(c) section 61 of The Law of Property Act 1925 shall apply in the construction of this Lease

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 other than rent exceeds ##### THOUSAND POUNDS (£##,000.00

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has hereunto, set his hand and seal the day and year first above written

THE FIRST SCHEDULE above referred to

PART I

The Flat shall include:-

- (a) the internal plastered coverings and the plaster-work of the walls bounding the Flat and the doors and door frames and window frames fitted in such walls (other than the external surfaces of such doors frames and window frames) and the glass fitted in such window frames and
- (b) the plastered coverings and plasterwork of the walls and partitions lying within the Flat and the doors and door frames fitted in such walls and partitions
- (c) the plastered coverings plaster work of the ceilings and the surfaces of the floors including the whole of the floor boards supporting joists (if any) and
- (d) all conduits which are laid on any part of the Building which serve exclusively the Flat and
- (e) all fixtures and fittings in or about the Flat and not hereafter expressly excluded from this demise

BUT not including:-

- (i) any parts of the Building (other than any conduits expressly included in this demise) lying above the said surfaces of the ceilings or below the said floor surfaces
- (ii) any of the main timbers and joists of the Building or any of the walls or partitions therein (whether internal or external) except such of the plaster surfaces floors and joists thereof and the doors and door frames fitted therein as are expressly included in this demise (Hi) any conduits in the Building which do not serve the Flat exclusively

PART II Easements rights and privileges included in this demise

1. Full right and liberty for the Lessee and all persons authorised by him (in common with other persons entitled to the like right) at all times by day or .by night to go pass and repass over and along the pathways leading to and the main entrance of the said Building and the passages landings and staircase leading to the Flat
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be in under or passing through the Building or any part thereof
4. The right in common with the Lessor and the other lessees in the Building to use any communal gardens and the pathways leading thereto whilst the same shall remain as such
5. The right in common with the Lessor and the other lessees in the Building to use any service

and passenger lifts in the Building

6. The right with or without workmen at all reasonable times upon notice (except in the case of emergency) to enter any immediately adjacent or adjoining flat for the purpose only of carrying out the Lessee's obligation of repair of the Flat hereunder in the event only that such repair cannot reasonably be carried out without exercising such right the Lessee making good all damage caused by the exercise of such right

[7. The right to park one private motor car in such space as the Lessor shall from time to time designate in the carpark within the curtilage of the Building]

8. All the above easements rights and privileges are subject to and conditional upon the Lessee contributing and paying the contribution provided under Clause 2 sub-clause 2 of this Lease

THE SECOND SCHEDULE above referred to

Exceptions and Reservations

There is excepted and reserved out of this demise:-

1. To the Lessor and the owners and lessees of the other flats comprised in the Building:-

(i) Easements rights and privileges over and along and through the Flat equivalent to those set forth in paragraphs 2 and 3 of the First Schedule hereto

(ii) The right for themselves and their surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Flat for the purpose of carrying out its obligations under Clause 5 of this Lease and to repair adjoining flats or buildings all damage caused thereby being made good

2. All other rights and easements (if any) now existing in or over the Building or any part or parts thereof and to all rights and privileges in the nature of easements or quasi easements which are or have heretofore been used or enjoyed over or in respect of the Building for the benefit of any adjoining or neighbouring property of the Lessor or the occupiers thereof

[As Amended by Deed of Variation]

THE THIRD SCHEDULE above referred to

Restrictions imposed in respect of the Flat

1. Not to use the flat nor permit the same to be used for any purpose whatsoever other than as a

self-contained private residential flat in the occupation of one family or household

2. Not to use or permit to be used the Flat or any part thereof or the other parts of the Building used by the Lessee in common as aforesaid for any purpose from which a nuisance can arise to the Lessor or to the owners lessees and occupiers of the other flats comprised in the Building or in the neighbourhood nor for any illegal or immoral purpose

3. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any flat in or on part of the Building or may cause an increased premium to be payable in respect thereof

4. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat or out of the windows or balcony doors thereof

5. No piano loudspeaker or other mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practiced in the Flat between the hours of 11pm and 7am at any time so as to cause annoyance to the owners lessees and occupiers of other flats comprised in the Building

6. No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Flat or so as to be visible from outside the Flat. [N]o clothes or other articles shall be hung or exposed outside the Flat. No milk bottles shall be placed on the front entrance steps of the Building. No mat shall be shaken out of the windows and balcony doors of the Flat and no bird dog or other animal which in the opinion of the Lessor may cause annoyance to any other lessee or occupiers of the other flats comprised in the Building shall be kept in the Flat

7. The exterior of the Flat shall not be decorated otherwise than by the Lessor

8. Not to permit children to play in the gardens and forecourt of the Building unless accompanied by a responsible adult who shall not permit or suffer them to make any undue noise or cause any nuisance or annoyance to any other lessee etc

9. No television radio satellite dish or other aerial shall be placed on the outside of the Flat (including any balcony or roof thereof)

10. Entrance doors of the flats shall be kept shut as street doors and no lessee shall on any account whatsoever leave any boxes parcels refuse or rubbish in the passage or on the landings except in such manner as may from time to time be determined by the Lessor for the purpose of removal of normal domestic rubbish nor shall any lessee deposit any item in the entrance hall lifts stairways or fire escapes of the Building or the approaches thereto

11. All floors of the Flat (excluding for this purpose the bathroom and kitchen floors) shall be

covered with carpet or other similar material and all pianos or other like instruments shall be placed on rubber insulators

12. Any of the restrictions imposed under this Schedule may be altered and the same may be added to by the Lessor in respect of either all or any part of the Building if the Lessor shall reasonably think necessary for the purpose of maintaining the character and reputation of the Building and the convenience and comfort of the Lessees

THE COMMON SEAL OF BUCKINGHAM PROPERTIES (DEVELOPMENTS) LIMITED WAS
HEREUNTO AFFIXED ETC