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BASILDON DISTRICT COUNCIL

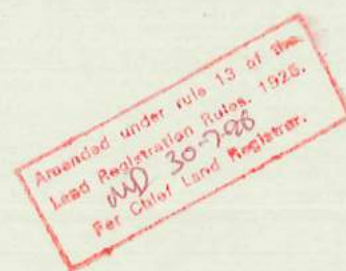
- to -

<sup>ANN</sup>  
JACQUELINE ROGERS

LEASE

- of -

Property known as  
24a Langham Crescent  
Billericay in the County of Essex



L193A

£2.40  
16/7/96  
8

CC10

- 1 -



THIS LEASE is made the 17 day of ~~JUNE~~ One thousand nine hundred and ninety six  
BETWEEN BASILDON DISTRICT COUNCIL of The Basildon Centre Pagel Mead

Basildon Essex (hereinafter called "the Lessor") of the one part and JACQUELINE

ROGERS of 24a Langham Crescent in the County of Essex (hereinafter called "the Lessee") of the other part

WHEREAS:-

(1) In this Deed unless the context otherwise requires:-

(a) "The Lessor" includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created

(b) "The Lessee" includes the successors in title of the Lessee

(c) "The Estate" means the property described in the First Schedule hereto

(d) "The Flats" means the flats with the gardens (if any) allocated to them forming part of the Estate and "Flat" has a corresponding meaning

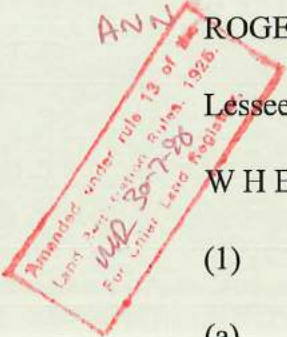
(e) "The Reserved Property" means that part of the Estate not included in the Flats being the property more particularly described in the Second Schedule hereto

(f) "The Premises" means the property hereby demised as described in the Third Schedule hereto

(g) The obligations of the Lessee are joint and several

(h) "The Act" means the Housing Act 1985 as amended by the Housing and Planning Act 1986

(i) Words importing only the masculine gender shall include the feminine and the singular number shall include the plural





- (j) References to any Act of Parliament Order Regulation or Direction shall be deemed to be references to that Act Order Regulation or Direction as from time to time amended extended or re-enacted

(2) The Lessor is seised in fee simple in possession (subject as hereinafter mentioned but otherwise free from incumbrances) of the land of which the Estate forms part

(3) The Lessee has exercised the statutory right to buy and in pursuance of the Act the Lessor has agreed to grant a Lease of the Premises for a term of One Hundred and Twenty Five years for the purchase price and at the rent and upon the terms and conditions restrictions and stipulations hereinafter reserved and contained and to the existing restrictive covenants affecting the Premises (if any) and hereinafter referred to

N O W THIS DEED W I T N E S S E T H as follows:-

1. IN consideration of the sum of TWELVE THOUSAND SIX HUNDRED POUNDS (£12,600) (hereinafter called "the Purchase Price") paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Lessor HEREBY DEMISES unto the Lessee ALL THOSE the Premises TOGETHER with the rights set out in the Fourth Schedule hereto but as to those rights subject to and upon the condition expressed in the last Clause of that Schedule TO HOLD the same unto the Lessee for a term of One Hundred and Twenty Five years from the Seventh day of February One thousand nine hundred and eighty three YIELDING AND PAYING therefor during the said term the yearly rent of TEN POUNDS in advance on the FIRST day of APRIL in each year without any deduction the first of such payments (being a proportionate payment) to be made on the execution hereof SUBJECT to the rights set out in the Fifth Schedule hereto and to the covenants on the part of the Lessee hereinafter contained and to such restrictive covenants as may subsist and affect the Premises



2. (i) The value of the Premises is Thirty Five Thousand Pounds (£35,000) and in accordance with the provisions of Section 129 of the Act a discount of Twenty Two Thousand Four Hundred Pounds (£22,400) hereinafter called "the Discount") has been given to the Lessee
- (ii) Pursuant to Section 155 of the Act as amended (hereinafter called "Section 155") the Lessee for the Lessee and the Lessee's successors in title HEREBY COVENANTS to pay to the Lessor on demand the Discount if within a period of 3 years from the date hereof there is a relevant disposal of the Premises as defined in Section 159 of the Act but if there is more than one such disposal then only on the first of them PROVIDED ALWAYS that the amount of the Discount payable hereunder shall be reduced by one third of that sum for each complete year which elapses after the date hereof and before the disposal
- (iii) The Covenant by the Lessee in sub-clause (ii) above being made pursuant to the provisions of Section 155 is by virtue thereof a land charge on the Premises
  - (a) Taking effect as if it had been created by deed expressed to be by way of legal mortgage; and
  - (b) Having priority immediately after any legal charge securing any amount advanced to the Lessee for enabling the Lessee to acquire the leasehold interest in the Premises
3. THE Lessee HEREBY COVENANTS with the Lessor that the Lessee will observe and perform the obligations on the part of the Lessee set out in the Sixth Schedule hereto
4. THE Lessor HEREBY COVENANTS with the Lessee that subject to and upon the condition expressed in the last Clause of the Seventh Schedule hereto it will observe and perform the obligations on its part set out in that Schedule
5. THE Lessee paying the rent hereby reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the Premises for



the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it

6. 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 authorised by it in that behalf at any time thereafter to reenter the Premises or any part thereof in the name of the whole and thereupon 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 hereinafter contained

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 exceeds Sixty Thousand Pounds

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessees have hereunto set their hands the day and year first above written

THE FIRST SCHEDULE ABOVE REFERRED TO

The Estate

The estate situate at Billericay in the County of Essex and shown edged blue on the Plan annexed hereto TOGETHER WITH all buildings erected thereon and known as 24 24A 26 and 26A Langham Crescent aforesaid

THE SECOND SCHEDULE ABOVE REFERRED TO

The Reserved Property

First ALL THOSE the gardens (if any) drives paths forecourts and fences and walls forming part of the Estate and the halls staircases landing and other parts of the buildings forming part of the Estate and such other communal facilities which are used in common by the Owners or occupiers of any two or more of the Flats and Secondly ALL THOSE



the main structural parts of the buildings forming part of the Estate including without prejudice to the generality hereof the roofs foundations and external parts thereof (but not the glass of the windows of the Flats nor the interior faces of such of the external walls as bound the Flats nor the ceilings or floors or the doors and door frames of the Flats) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one Flat and the joists and beams to which are attached any ceilings or which support the floor of a Flat

#### THE THIRD SCHEDULE ABOVE REFERRED TO

##### The Premises

ALL THAT flat forming part of The Estate situate on the second floor together with the ground floor entrance hall, staircase and the front and rear gardens the position of the flat being shown for identification edged red on the Plan annexed hereto and being known as number 24A Langham Crescent aforesaid AND TOGETHER with the ceilings and floors of the said flat and the interior faces of such parts of the external walls as bound the flat and the door and door frames of the flat AND TOGETHER with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the said Flat but no other EXCEPT AND RESERVING from the demise the main structural parts of the building of which the said Flat forms part including the roof foundations and external parts thereof and the joists and beams to which are attached any ceilings or which support the floor of a flat (but not the glass of the windows of the said Flats nor the interior faces of such of the External walls as bound the said Flats

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

##### Rights included in the demise

1. The right for the Lessee their servants agents licencees and visitors and all others authorised by the Lessee in common with the Lessor the Owners and occupiers of all other Flats and all others having the like right (on foot only) to use for purposes only of

BASILDON DISTRICT COUNCIL

APPLICATION NO: K06505

PROPERTY: 24A Langham Crescent, Billericay

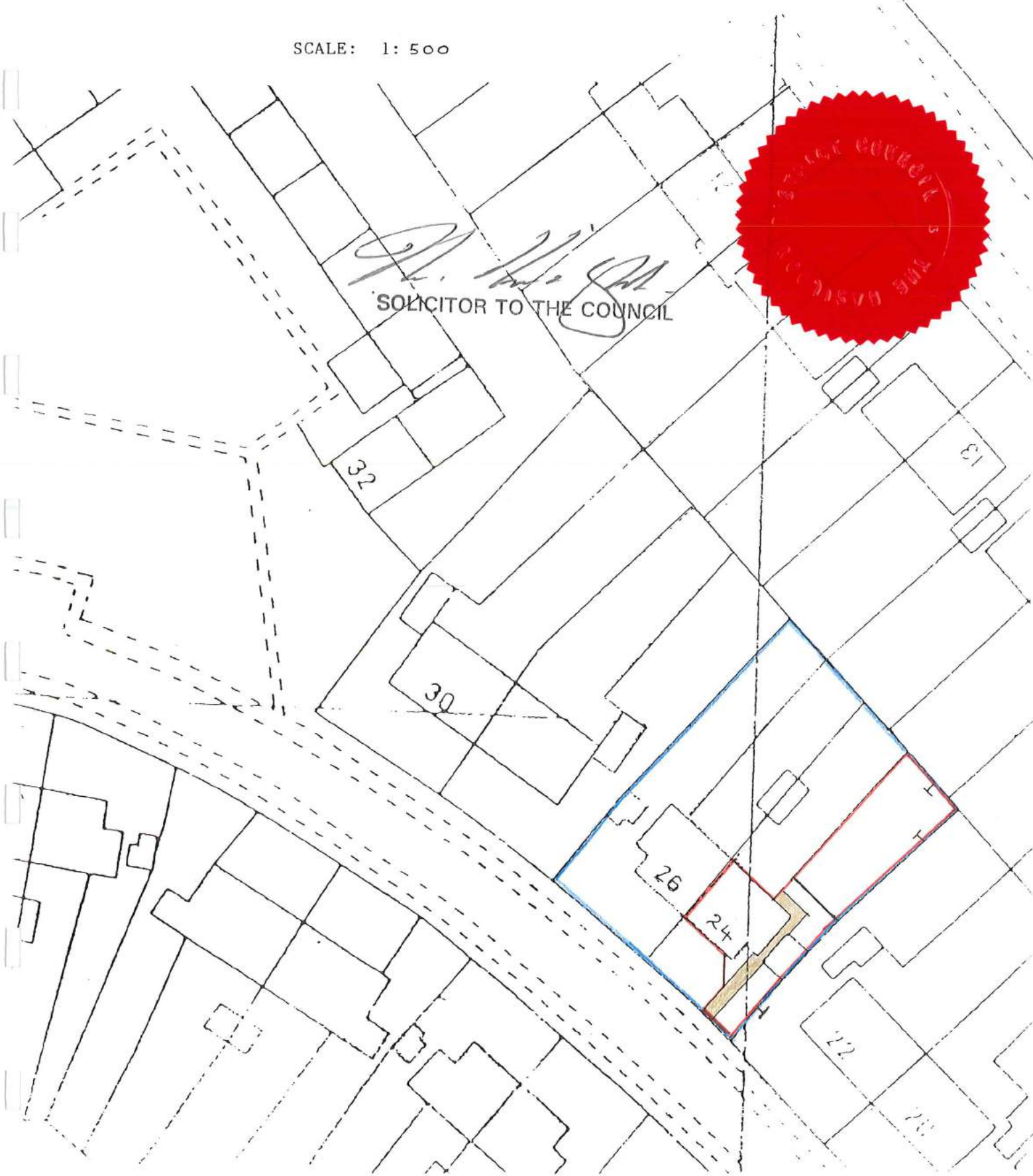
Fencing presumed to be sold with property shown by 'T' marks.

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SCALE: 1:500



*[Signature]*  
SOLICITOR TO THE COUNCIL





access to and egress from the Premises all such parts of the Reserved Property as afford access thereto

2. The right of passage and running of gas electricity water and soil from and to the Premises (including the reception of sound and vision transmission through the communal wire system from time to time serving the premises) through the sewers drains pipes wires ducts and conduits forming part of the Reserved Property
3. All rights of support protection and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Premises
4. The right to use in common with the Owners and occupiers of all other Flats and their Visitors the gardens drive paths and forecourts and such other communal facilities (for purposes appropriate to such facility) forming part of the Reserved Property subject to reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe
5. Such rights of access to and entry upon the Reserved Property and the other Flats as are necessary for the proper performance of the Lessee's obligations hereunder
6. ALL THE RIGHTS and benefits specified in this Schedule are subject to and conditional upon the Lessee paying his share of the Lessor's expenses in accordance with the covenants in that behalf contained in the Sixth Schedule

*5/11/2017*  
THE PARTIES HEREBY CERTIFY THAT THERE IS NO AGREEMENT FOR LEASE FOR WHICH THIS LEASE GIVES EFFECT

THE FIFTH SCHEDULE ABOVE REFERRED TO

#### Rights to which demise is subject

1. All rights of support protection and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Estate over the Premises
2. Such rights of access to and entry upon the Premises by the Lessor and the Owners of the other Flats as are necessary for the proper performance of their obligations hereunder or



under covenants relating to the other Flats and similar to those herein contained the person exercising such right making good all damage occasioned

3. Such rights of access to and entry upon the Premises by the company firm or person for the time being or from time to time supplying a communal wire system (if any) for the reception of sound and vision transmissions to the estate or part thereof for the purpose of laying in over and upon the Premises such wire cables and apparatus as may be necessary for providing such service and the right to maintain any such existing wire cables or apparatus subject to such company firm or person exercising such rights and liberties doing as little damage as possible to the Premises and making good all damage caused thereto in exercise of the said rights and liberties
4. The burden of any covenants in this Lease entered into by the Lessor with the Owners of other Flats so far as such covenants are intended to bind the Premises or the Lessee
5. The rights of the Lessor
  - (a) To rebuild or alter the elevation or otherwise of the adjoining or neighbouring building or buildings notwithstanding that the access of light and air to the Premises may thereby be diminished and
  - (b) To alter their adjoining estates and roads
  - (c) To carry out any improvements or provide additional or substitute services to the Estate or to the premises
  - (d) To divert substitute stop-up close or otherwise alter any of the estate roads driveways vehicular accessways or footways or landscaped areas on the Estate
6. The right of free passage and running of water and soil through the pipes and the free passage of gas and electricity through the pipes meters and wires and other conducting media now laid in through or upon the premises and also the right to inspect repair and amend the same and to lay such further or other drains pipes and wires as the Lessor may



deem necessary or expedient causing as little damage as possible and making good any damage caused

7. A right of way on foot only for the Lessor its servants or agents and the owners for the time being or tenants of Number 24 Langham Crescent aforesaid over and along the land shown coloured brown on the plan annexed hereto subject to them paying a fair and proper proportion of the cost of maintaining and repairing the said path

#### THE SIXTH SCHEDULE ABOVE REFERRED TO

##### Covenants by Lessee with Lessor

1. The Lessee shall pay the reserved rent on the days and in the manner above mentioned
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 Premises or any part thereof or upon the Lessor or any owner or occupier in respect thereto
3. The Lessee shall keep the interior of the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in a good and tenantable state of repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild construct and replace the same and shall yield up the same at the determination of the demise in such good tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects
4. The Lessee shall clean the windows and sweep the chimneys (if any) of the Premises as often as may be necessary
5. The Lessee shall not make any internal structural alterations in the Premises without the approval in writing of the Lessor to the Plans and specifications and shall make those alterations only in accordance with those Plans and specifications when approved The Lessee shall at the Lessee's own expense obtain all licences planning permissions and



other things necessary for the lawful carrying out of any such alterations and shall comply with all byelaws regulations and conditions applicable generally or to the specific works undertaken

6. The Lessee shall not alter the external parts of the Premises nor the external elevations thereof with the exception only of replacement windows details of which have previously been approved in writing by the Lessor
7. The Lessee shall not do or permit or suffer to be done in or upon the Premises anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the Owner or occupier of any other Flat or whereby any insurance for the time being effected on the Estate or any part thereof (including the Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs and expenses incurred by the Lessor in abating a nuisance caused by the Lessee her servants agents licensees and visitors and all others authorised by the Lessee in obedience to a notice served by a competent authority
8. The Lessee shall not permit any water or liquid to soak through the floors of the premises or suffer dirt rubbish rags or refuse or any corrosive or harmful substance to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or serving the premises and in the event of such happening without prejudice to the Lessor's other rights under this Lease immediately at the expense of the Lessee to rectify and make good all damage and injury thereby caused
9. The Lessee shall not permit or suffer any piano pianola gramophone wireless loudspeaker or mechanical or other musical instrument of any kind to be played or used nor shall any singing be practiced in the premises so as to cause annoyance to the owners and occupiers of the other flats
10. The Lessee shall not permit or suffer any vehicles (dilapidated or otherwise) boat caravan or unsightly object to be parked or kept in or on any part of the Estate or the premises



other than one motor car within a hardstanding area provided for parking purposes on the premises

11. The Lessee shall not erect affix or exhibit or permit to be erected affixed or exhibited on or from the Premises or any part thereof any placard advertisement noticeboard sign or feature
12. The Lessee shall not without the consent in writing of the Lessor:
  - (a) erect or use on the Premises any external aerials for the reception of sound or vision transmissions nor
  - (b) use the communal wire service for such reception of any company firm or person other than that of the company firm or person for the time being and from time to time supplying such a system to the Estate or any part thereof as long as such company firm or person shall provide such a service but this covenant does not restrict in any way the choice of the receiving set or the make or supplier thereof
13. The Lessee shall do all such works as under any Act of Parliament or rule of law are directed or necessary to be done on or in respect of the Premises (whether by landlord tenant or occupier) and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof
14. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Town and Country Planning Acts for the time being in force and shall keep the Lessor indemnified against all claims demands and liabilities in respect thereof
15. The Lessee shall permit the Lessor and the Owners of the other Flats to have access to and enter upon the Premises as often as it may reasonably be necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other Flats and similar to those herein contained the person exercising such right making good all damage occasioned



16. The Lessee shall not use the Premises nor any part thereof for any illegal or immoral purposes nor shall any trade manufacture or business be carried on there
17. The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this Deed and the Act make to govern the use of the Estate Such regulations may be restrictive of acts done on the Estate detrimental to its character or amenities Any costs or expenses incurred by the Lessor in preparing such regulations or in supplying copies of them or doing works for the improvement of the Estate or in providing services to the Lessee and other Owners of Flats or in employing porters or other servants shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under the Seventh Schedule notwithstanding the absence of any specific covenant by the Lessor to incur them and the Lessee shall keep the Lessor indemnified from and against its due proportion thereof under Clause 20 of this Schedule accordingly
18. The Lessee shall not use nor allow to be used on the Premises or any part thereof any appliance or apparatus which burns Liquid Petroleum Gas nor store nor allow to be stored upon the Premises or any part thereof any bottles or containers thereof
19. Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Lessor's Solicitor certified copy of every transfer of this Lease or Mortgage or Legal Charge of this Lease of the Premises and also every underlease of the Premises for more than 21 years and every assignment of such underlease and also every probate letters of administration order of court or other instrument effecting or evidencing a devolution of title as regards the said term of any such underlease as aforesaid for the purpose of registration and for such registration to pay to such Solicitor a fee of ten pounds or such higher reasonable sum (together with any value added or other tax payable



thereon) or such as the Lessor shall stipulate in respect of each such document or instrument so produced

20. The Lessee shall pay on demand:- (a) a reasonable part of all costs and expenses incurred by the Lessor in carrying out its obligations under and giving effect to the provisions of Parts I and II of the Seventh Schedule hereto and (b) such annual sum as may be notified to the Lessee by the Lessor from time to time as representing a reasonable part of the costs and expenses incurred by the Lessor in carrying out any improvements or providing any additional services to the Reserved Property or to the Estate or to the premises as the Lessor may in its absolute discretion from time to time during the term hereby granted consider necessary PROVIDED ALWAYS and for the sake of clarity IT IS HEREBY AGREED AND DECLARED that during the first 5 years from the date of this Lease such costs shall be subject to the provisions of the Act (as amended by the Housing and Planning Act 1986) and the Housing (Right to Buy) Services Charges Order 1986 PROVIDED FURTHER the Lessee shall not be liable for contributing towards the cost of any repairs carried out to the structure and exterior of the block of flats on the Estate of which the premises does not form part except such repairs that relate solely to the communal facilities in that block
21. The Lessee shall on the execution hereof and on each quarter day during the continuance of this demise pay to the Lessor on account of the Lessees' obligations under the last preceding Clause an advance amounting:-
- (a) In the period ending on the 31st day of December One thousand nine hundred and ninety five £55 or a proportion thereof
  - (b) For the period from the 1st day of January One thousand nine hundred and ninety six to the 31st day of March One thousand nine hundred and ninety six to £55 pounds per quarter payable on the appropriate quarter days (being the first day of



April the first day of July the first day of October and the first day of January in each year)

- (c) During the remainder of the term hereby granted one quarter of the proportionate amount (as certified in accordance with Clause 7 of Part I of the Seventh Schedule) due from or paid by the Lessee to the Lessor for the accounting period to which the most recent notice under Clause 8 of the Seventh Schedule relates
22. (a) The Lessee shall within twenty one days after service by the Lessor on the Lessee of a notice in writing stating the proportionate amount (certified in accordance with Clause 7 of the Seventh Schedule) due from the Lessee to the Lessor pursuant to Clause 20 of this Schedule for the accounting period to which the notice relates pay to the Lessor or be entitled to receive from the Lessor the balance by which that proportionate amount respectively exceeds or falls short of the total sums paid by the Lessee to the Lessor pursuant to the last preceding Clause during that period
- (b) If the Lessee shall fail to pay to the Lessor any money payable by the Lessee to the Lessor pursuant to sub clause (a) of this Clause on the dates when the same become due the Lessee shall pay to the Lessor interest on such money at a rate of four per centum per annum above the base rate from time to time of National Westminster Bank PLC as well after as before any judgment calculated and accruing on a daily basis from the date such money becomes due up to and including the date of actual payment thereof
23. The Lessee will pay all costs charges and expenses (including solicitors costs and surveyors' fees) incurred by the Lessor 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



24. The Lessee shall upon any transaction disposition or event involving change or a contract for a change in the ownership of the Premises ensure that the person becoming or contracting to become as a result of that transaction disposition or event the Owner of the Premises enters into a direct covenant with the Lessor to observe and perform the obligations on the part of the Lessee contained in this Schedule and in particular this Clause
25. The Lessee shall not permit the front and rear gardens of the premises to fall into a dilapidated condition and shall maintain such front and rear gardens in a neat and tidy condition and free from noxious weeds
26. The Lessee shall not plant any tree within twenty feet or erect any building erection or structure or lay any paving over or near to any sewer drain ditch watercourse gutter pipe wire channel cable conduit subway now laid through in or under the premises
27. The Lessee shall not permit the fences boundary walls retaining walls or other means of boundary demarcation shown with a 'T' on the plan annexed hereto to fall into disrepair and at all times shall maintain such fences boundary walls retaining walls or other means of boundary demarcation in good repair and condition
28. The Lessee shall not without the consent in writing of the Lessor:
  - (a) Erect make place use or allow to remain on the Premises any hut shed or caravan house on wheels or other chattel adapted or intended for use as a sleeping or a living apartment nor
  - (b) Except within a garage forming part of the Premises keep or allow to be kept on the Premises any dilapidated vehicle or unsightly object
  - (c) Keep or allow to be kept on the Premises any boat or caravan



THE SEVENTH SCHEDULE ABOVE REFERRED TO

PART 1

Covenants on the part of the Lessor including matters

in respect of which the Lessee is to contribute

1. The Lessor shall pay all existing and future rates (including water rate and general rate) taxes assessments and outgoings now or hereafter imposed on or payable in respect of the Reserved Property
2. The Lessor will insure and keep insured the flats (including the Premises and the Reserved Property against loss or damage by fire and other such risks as the Lessor may from time to time consider desirable in an insurance office of repute to the full rebuilding cost thereof and to any extent in excess of such amount and against such other risks as the Lessor may from time to time deem necessary or prudent and pay the premiums on any such insurances upon the due date and in the event of damage by fire or other cause lay out forthwith all moneys received from any such insurance as soon as practicable in rebuilding and reinstating the flats and making good such damage PROVIDED that nothing herein contained shall prejudice the Lessor's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessor or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person
3. The Lessor will
  - (a) keep in repair (including decorative repair) the structure and exterior of the Premises and of the Reserved Property (including drains, gutters and external pipes) and make good any defect affecting that structure:
  - (b) keep in repair any other property over or in respect of which the Lessee has any rights by virtue of this Lease:



- (c) ensure, so far as practicable, that any services which are to be provided by the Lessor and to which the Lessee is entitled (whether by himself or in common with others) are maintained at a reasonable level and keep in repair any installation connected with the provision of those services

PROVIDED that the Lessor shall before repairing any joist or beam to which is attached any ceiling or floor of the Premises and before carrying out any repairs or works to the Reserved Property for the carrying out of which it requires access to the Premises give reasonable notice (and except in cases of extreme urgency at least forty eight hours' notice) in writing to the Lessee The Lessor shall on giving such notice be entitled to repair that joist or beam or carry out those repairs or works and in doing so to have any required access to the Premises but shall act carefully and reasonably doing as little damage as possible to the Premises and making good all damage done

- 4. The Lessor may employ and engage such servants agents and contractors as it considers reasonably necessary or desirable for the performance of its obligations under this Schedule and pay their wages commissions fees and charges
- 5. (a) The Lessor shall so far as it considers practicable equalise the amount from year to year of its costs and expenses incurred in carrying out its obligations under this Schedule by charging against such costs and expenses in each year and carrying to a reserve fund or funds and in subsequent years expending such sums as it considers reasonable by way of provision for depreciation or for future expenses liabilities or payments whether certain or contingent and whether obligatory or discretionary
- (b) If and so far as any moneys received by the Lessor from the Lessee during any year by way of contribution to the Lessor's said costs and expenses are not actually expended by the Lessor during that year in pursuance of this Schedule nor otherwise dealt with the Lessor shall hold those moneys upon trust to expend them



in subsequent years in pursuance of this Schedule and subject thereto upon trust for Lessee absolutely

6. The Lessor shall keep proper books of account of all costs and expenses incurred by it in carrying out its obligations under this Schedule and an account shall be taken on the thirty first day of March next and on the thirty first day of March in every subsequent year during the continuance of this demise and at the termination of this demise of the amount of those costs and expenses incurred since the commencement of this demise or date of the last preceding account as the case may be after deducting interest if any received on cash in hand
7. The account taken in pursuance of the last preceding Clause shall be prepared by the Manager of Financial Services for the time being of the Lessor who shall certify the total amount of the said costs and expenses for the period to which the account relates and the proportionate amount due from the Lessee to the Lessor pursuant to Clause 20 of the Sixth Schedule
8. The Lessor shall within three months of the date to which the account provided for in Clause 7 of this part of this Schedule is taken serve on the Lessee a notice in writing stating the total and proportionate amounts specified by and certified in accordance with the last preceding Clause
9. The Lessor shall pay to Rediffusion Limited or such other company the charges for the provision of sound and vision transmissions through the communal wire system from time to time serving the Estate
10. ALL THE COVENANTS and obligations of the Lessor contained in or arising under this Schedule are subject to and conditional upon the same matters as are specified in the last Clause of the Fourth Schedule.



PART II

1. The fees and disbursements paid to any managing agents appointed by the Lessor in respect of the Estate Provided that if the Lessor does not employ managing agents it shall be entitled to add the sum of 10% to any of the costs expenses and outgoings specified in this Schedule to cover the cost of technical supervision and administration
2. The fees and disbursements paid to any accountant solicitor or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to this Schedule and the collection of the contributions and payments due from the Lessee and the Lessees of the other flats (who hold their premises on similar terms to this Lease) within the Estate reserved by this Lease and the Leases of the other flats in the Estate
3. When any repairs redecorations or renewals are carried out by the Lessor it shall be entitled to charge as the expenses or costs thereof its normal charges (including profit) in respect of such work
4. Any expenses costs and fees incurred by the Lessor under or in relation to or howsoever arising out of any arbitration or contemplated arbitration or any proceeding or contemplated proceedings or dispute between any two or more of the Lessor or Lessee and the Lessees of the other flats in the Estate relating or incidental to the provisions of this Lease or of this Schedule (or the equivalent provisions of the Lease of the other flats in the Estate)
5. Any value added tax or tax of a similar nature payable in respect of any costs expenses outgoings or matters falling within any paragraph of this Schedule

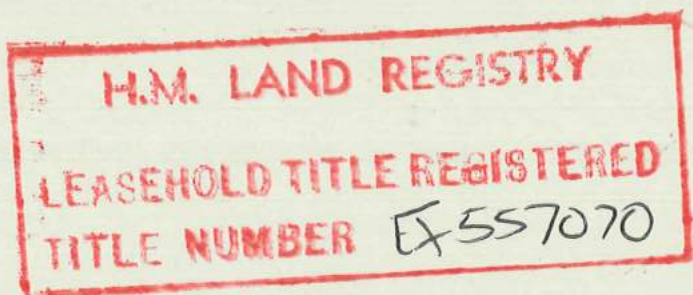
THE COMMON SEAL of BASILDON )  
DISTRICT COUNCIL was hereunto )  
affixed by Order:- )



SOLICITOR TO THE COUNCIL







BASILDON DISTRICT COUNCIL

Sealing Authorised	488 H/W 29.5.79
Seal Number	10282