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Auction Legal Pack (Bundle 1 of 3)

Roof Space Flat 91 The Ridgeway Chingford London E4 6QW

Contents:

Bundle 1

- 1. Special Conditions (including draft transfer)**
- 2. Planning Permission (including approved plans PL01(B)/PL03(B)/EX01/EX02)**
- 3. Title Documents**
 - a. Leasehold Title and Filed Plan**
 - b. Lease dated 6 May 2016**
 - c. Deed of Variation dated 22 September 2016**
 - d. Consent to Alterations and Deed of Variation dated 22 May 2017**
- 4. Notes: Right of First Refusal Does Not Apply to this sale.**

Bundle 2

- 5. Searches**
 - a. Environmental Search**
 - b. Local Authority Search**
 - c. Water Authority Search**

Bundle 3

- 6. Freehold Information**
 - a. Freeholder Replies to Enquiries (including insurance, service accounts, fire risk assessment and asbestos risk assessment)**
 - b. Freehold Title and Filed Plan**
 - c. Leases flat 1-7 in building**

Kenneth Elliott and Rowe Solicitors
Enterprise House,
18 Eastern Road,
Romford,
Essex RM1 3PJ
DX 131528 Romford 8
FAX: 01708 766674
Reference: MBS/MBS/GRO008/001/

Roof Space Flat 91 The Ridgeway Chingford London E4 6QW

Special Conditions

The Vendor is/are:

Freehold Investments (Ground Rent) Limited
(Company Number 09331193)

The Vendor's Solicitors are:

Kenneth Elliott and Rowe Solicitors
of Enterprise House, 18 Eastern Road, Romford, Essex RM1 3PJ
DX 131528 Romford 8
FAX: 01708 766674
Reference: MBS/MBS/GRO008/001/

1. For the purposes of clause 8(i) of the General Conditions of Sale the Lot is leasehold (999 years from 29 September 1966) with title absolute registered under title number AGL377086
2. Subject to these Special Conditions and the General Conditions of Sale the Lot is sold with vacant possession.
3. Clause 5(i) of the General Conditions of Sale shall be amended to include the word "rubbish" after the word "fittings".
4. The Purchaser hereby admits that if the Property is sold with vacant possession but in the present state and condition and this will not require the Seller to clear rubbish chattels or other items which may remain in the Property upon completion.
5. The Purchaser shall indemnify the Vendor against any future payments of ground rent or insurance rent or service charge due under the terms of the lease and any apportionment of these payments on Completion shall be final and binding on the Purchaser.
6. The Purchaser hereby admits that he has not been induced to enter into this agreement or has relied upon any statement of any kind made here to by the Vendor, his agent's or his representatives.
7. The Purchaser acknowledges that before the date of this agreement, the Vendor has given the Purchaser and others authorised by the Purchaser, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Purchaser has formed the Purchaser's own view as to the condition of the Property and the suitability of the Property for the Purchaser's purposes. The Purchaser purchases the property in full knowledge of the property condition the Purchaser shall not raise no enquiries or objection thereto.

8. The Buyer will on Completion reimburse the Seller the cost of the searches (local, water and environmental searches) amounting to £434.33 incurred by the Seller in preparing the legal pack.
9. In the event completion being delayed and Purchaser becoming liable to pay interest pursuant to the provisions of this agreement the Purchaser shall in addition to such interest (and without prejudice to any claim or remedy which the Vendor may otherwise have pursuant to this agreement) by way of liquidated damages pay the sum of £250 (plus VAT at the prevailing rate) as a contribution towards the charges of the Vendor's solicitors for additional work rendered necessary by any such delay (whether or not a notice to complete is actually served).
10. The Transfer to the Buyer shall be in the form of the attached draft.
11. The Seller will either register the Consent to Alterations and Deed of Variation dated 22 May 2017 prior to completion or will provide the Buyer on Completion a completed AP1 form identifying all the parties to the deed and an allowance in connection with the Land Registration fee of £20 upon completion.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

1	Title number(s) of the property: AGL377086
2	Property: Top Floor Flat 91 The Ridgeway London E4 6QW
3	Date:
4	Transferor: FREEHOLD INVESTMENTS (GROUND RENT) LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09331193 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
5	Transferee for entry in the register: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee's intended address(es) for service for entry in the register:
7	The transferor transfers the property to the transferee
8	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): POUNDS (£) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

9	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee
10	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:
11	Additional provisions 1.1 The following definitions apply in this transfer. Lease: the lease of the Property dated 6 th May 2016 and made between Clare Elizabeth Stevens and Mark Bernard Sadler and Clare Elizabeth Stevens and every document varying or supplemental or collateral to it including for the avoidance of doubt the deed of variation dated 22 September 2016 and the licence for alterations dated 22 May 2017 both made between Clare Elizabeth Stevens and Mark Bernard Sadler and the Transferor 1.2 The expressions "tenant covenant" has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995. 1.3 The disposition effected by this transfer is subject to: (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 6 June 2017 at 09:12:45 under title number AGL377086; (b) any matters discoverable by inspection of the Property before [DATE OF AUCTION CONTRACT]; (c) any matters which the Transferor does not and could not reasonably know about; (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property; (e) any notice, order or proposal given or made by a body acting on statutory authority; (f) any matters which are unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002 or unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002; (g) the tenant covenants and all terms and conditions contained or referred to in the Lease. 1.4 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994. 1.5 The Transferee covenants that the Transferee and the Transferee's successors in title will from the date of this transfer until the end of the term granted by the Lease pay the rents reserved by the Lease and observe and perform the tenant covenants of the Lease and keep the Transferor indemnified against all proceedings, costs, claims and expenses arising because of any failure to do so.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

12 Execution

Sign _____

Signed as a deed by

FREEHOLD INVESTMENTS (GROUND RENT) LTD

Acting by a Director

In the presence of:

Signature of Witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Sign _____

Signed as a deed by

In the presence of:

Signature of Witness _____

Name (in BLOCK CAPITALS) _____

Address _____

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Regeneration and Growth Directorate

Director Regeneration and Growth

Lucy Shomali



Sycamore House, Town Hall Complex, Forest Road, Walthamstow, London, E17 4JF

Mr Mark Sadler
129 Brentwood Road
Brentwood
CM13 3PB

Date of decision: 17th May 2017

TOWN AND COUNTRY PLANNING ACT 1990

DECISION NOTICE

Application reference number: 170953

Description of work: Construction of roof extension to create a fourth floor to the rear elevation with a balcony to the rear, together with the installation of four roof lights to the front roof slope in connection with new 1x1 bedroom flat

Location of work: 91 The Ridgeway, Chingford, E4 6QW

The application together with attached drawings for the above development has been considered and in pursuance of the powers exercised by them as the local planning authority this Council **DO HEREBY GIVE NOTICE** of the decision to **GRANT** permission for the development.

Subject to compliance with the following conditions:

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.
2. The development hereby approved shall be carried out in accordance with the following amended drawings and document: EX 01; EX 02 (Received on 15/03/2017); PL 01 B; PL 03 B (Received on 11/ 05/2017)
3. Notwithstanding any indications shown on the submitted plans, samples and a schedule of materials to be used in the external surfaces of the development hereby permitted shall be submitted to and approved in writing by the Local

Planning Authority prior to commencement of the development. The development shall thereafter be carried out in accordance with the details unless otherwise approved in writing by the Local Planning Authority

For the following reasons

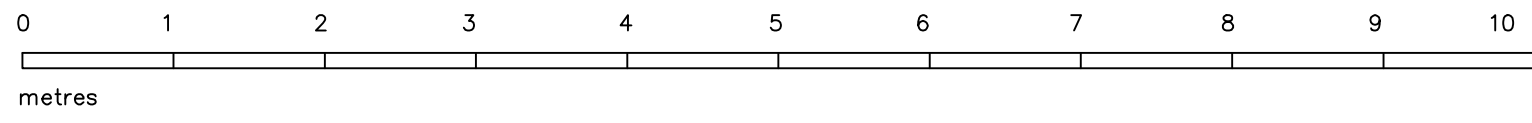
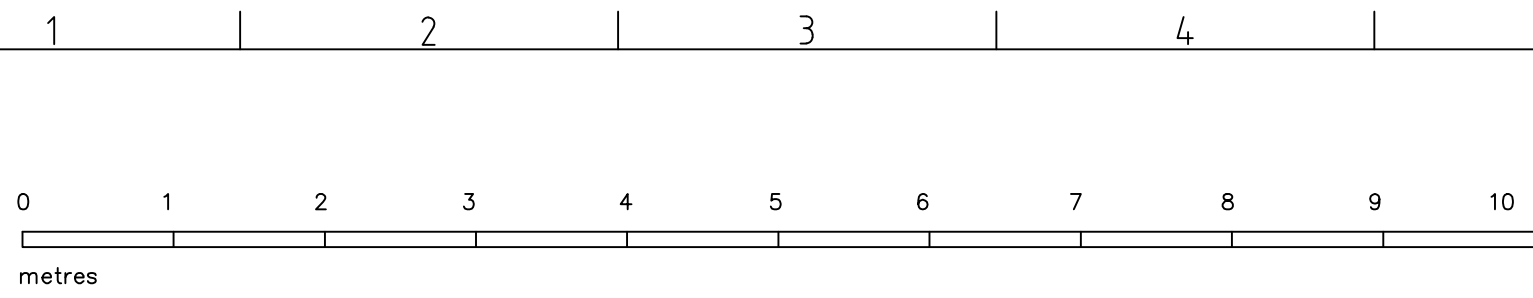
1. Reason: To comply with the provisions of Section 91(1)(a) of the Town and Country Planning Act 1990 (as amended).
2. Reason: For the avoidance of doubt and in the interests of proper planning.
3. Reason: To ensure a satisfactory appearance in accordance with Policy CS15 of the Waltham Forest Local Plan Core Strategy (2012).

Informative:

1. To assist applicants the Local Planning Authority has produced policies and written guidance, all of which is available on the Council's website and which offers a pre planning application advice service. The scheme was submitted in accordance with guidance following pre application discussions and the decision was delivered in a timely manner.
2. Construction and demolition works should only be carried out between the hours of 0800 and 1800 hours Mondays to Fridays and 0800 and 1300 hours on Saturdays, and not at all on Sundays or Public/Bank Holidays.

A handwritten signature in black ink, reading "Rob Bristow", enclosed within a dashed rectangular border.

Rob Bristow
Head of Development Management and Building Control
London Borough of Waltham Forest

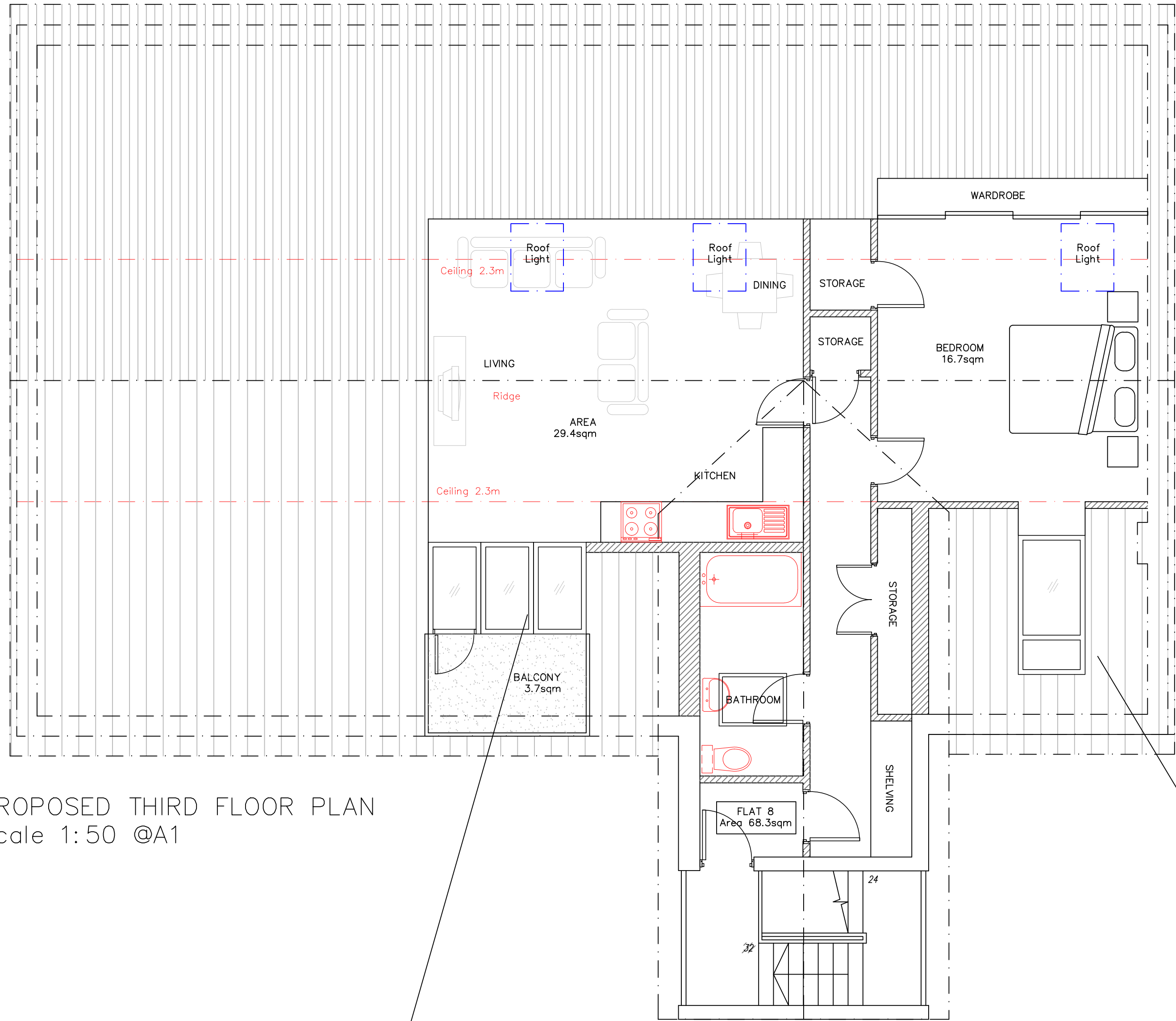


NOTES

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ALL DIMENSIONS TO BE CHECKED ON SITE.

DO NOT SCALE FROM THIS DRAWING EXCEPT FOR THE PURPOSES OF LOCAL AUTHORITY PLANNING



PROPOSED THIRD FLOOR PLAN
Scale 1:50 @A1



PROPOSED ROOF PLAN
Scale 1:50 @A1

- B 10.05.17 2 additional rooflights to scheme
- A 09.05.17 Additional rooflight to scheme

REV No.	DATE	REMARKS
1	09.05.17	Additional rooflight to scheme
2	10.05.17	2 additional rooflights to scheme

suite 2
clocktower house
station road
west horndon, essex
CM13 3XL
tel.: 01708 477899
fax: 01709 223 4930
e: office@architect.ltd.uk
web: www.architect.ltd.uk

Client

CES Freehold Estates LLP

Job Title

91 Ridgeway
London E4 6QW
15.0164

Drawing Title

Proposed Plans

Scale	Varies	Sheet size	A1
Date	Mar 2017	Drn. by	JK
Drng. No.	PL01		B



Velux Roof Terrace System



Velux Cabrio Balcony System



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ALL DIMENSIONS TO BE CHECKED ON SITE.

DO NOT SCALE FROM THIS DRAWING EXCEPT FOR THE PURPOSES OF LOCAL AUTHORITY PLANNING

- B 10.05.17 2 additional rooflights to front elevation
- A 09.05.17 Additional rooflight to front elevation

REV No.	DATE	REMARKS
		suite 2 clocktower house station road west horndon, essex CM13 3XL
		tel.: 01708 477899 fax: 01709 223 4930 e: office@architect.ltd.uk web: www.architect.ltd.uk

Client

CES Freehold Estates LLP

Job Title

91 Ridgeway

London E4 6QW

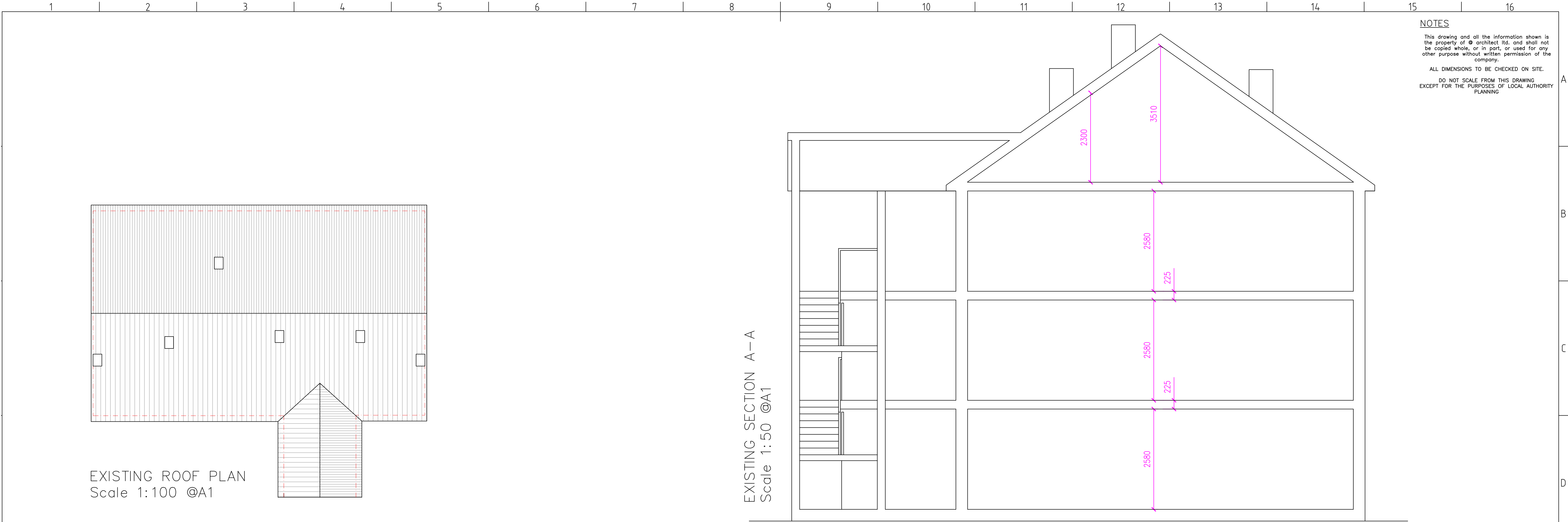
15.0164

Drawing Title

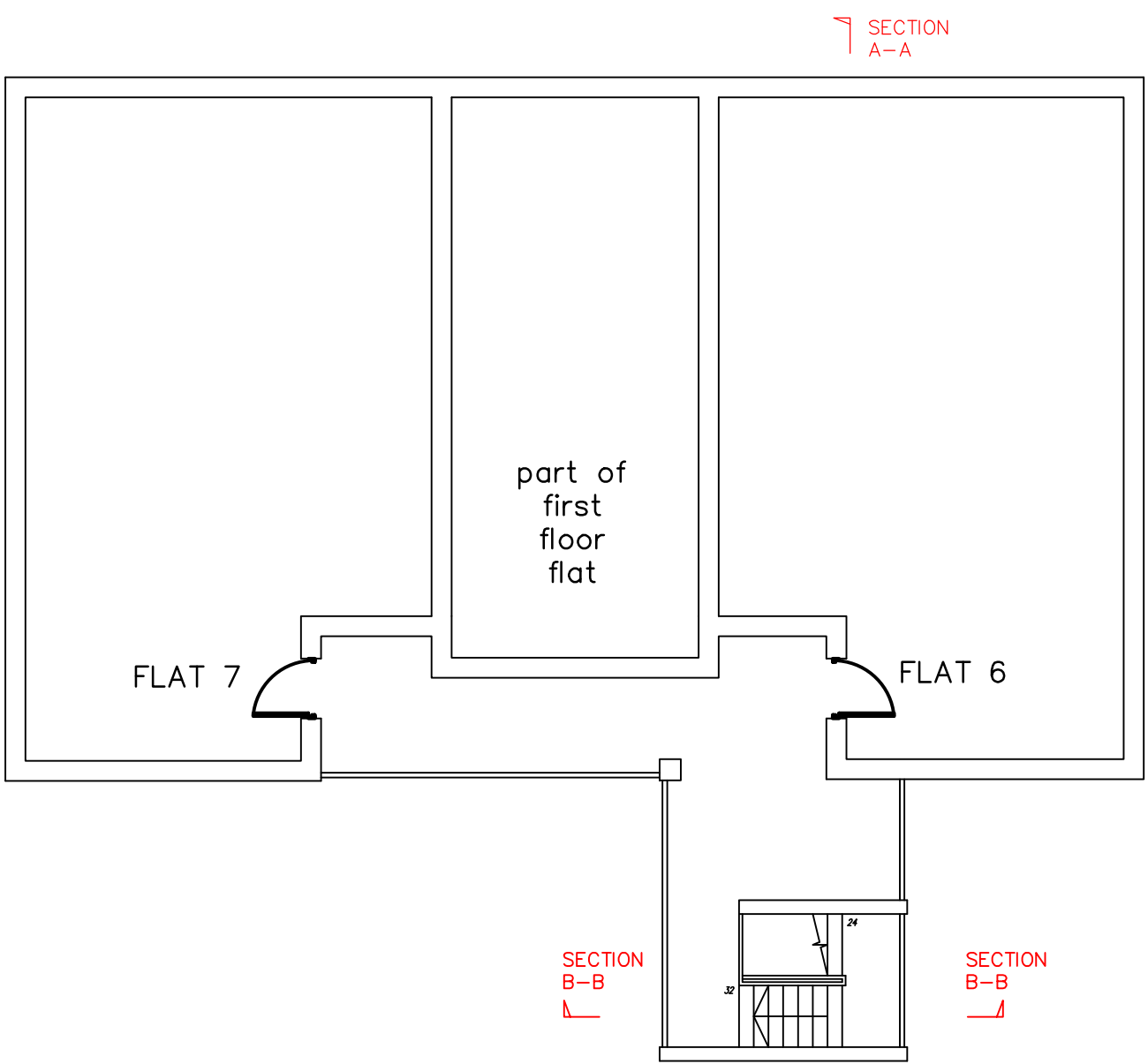
Proposed Elevations

Scale	Varies	Sheet size	A1
Date	Mar 2017	Drn. by	JK

Drg. No.	PL03	B
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4



EXISTING SECOND FLOOR PLAN
Scale 1:100 @A1



EXISTING SECTION B-B
Scale 1:50 @A1

REV No.	DATE	REMARKS
		swan house 54 station lane hornchurch essex rm12 6nb tel.: 01708 477899 fax: 0709 223 4930 e: office@architect.ltd.uk web: www.architect.ltd.uk

Client

CES Freehold Estates LLP

Job Title

91 Ridgeway
London E4 6QW
15.0164

Drawing Title

Existing Sections
and Plans

Scale	Sheet size
Varies	A1

Date	Drn. by
Mar 2017	JK

Drng. No.

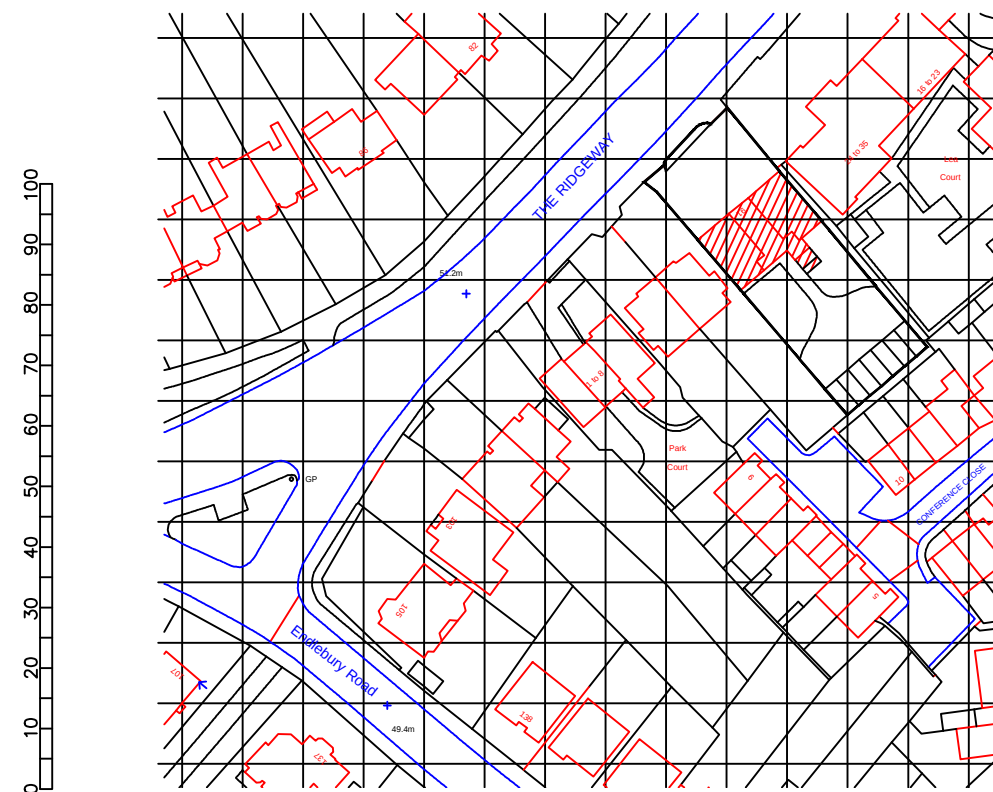
EX01

NOTES

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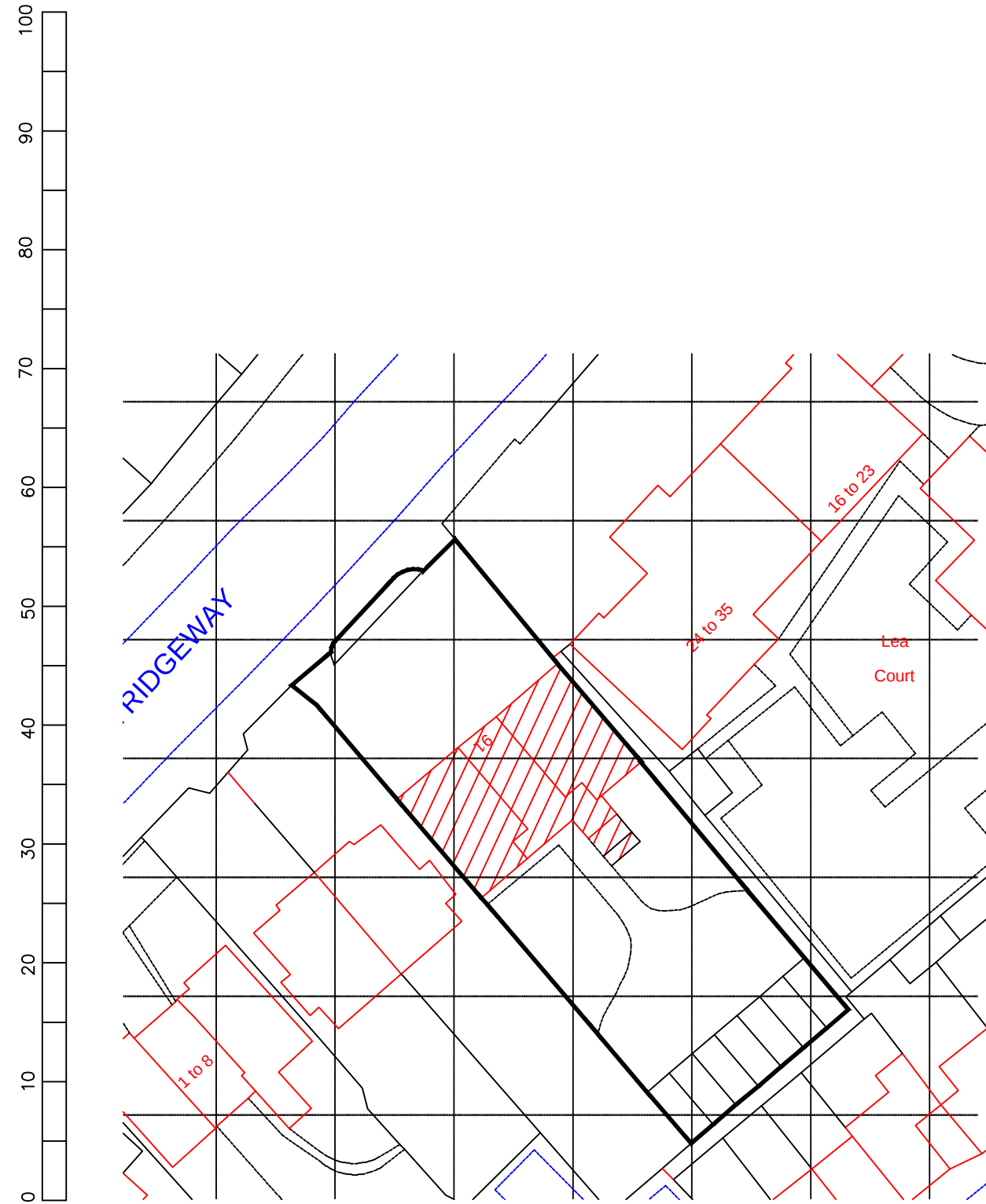
OS LOCATION PLAN
Scale: 1:1250 @A1



EXISTING FRONT ELEVATION
Scale 1:100 @A1



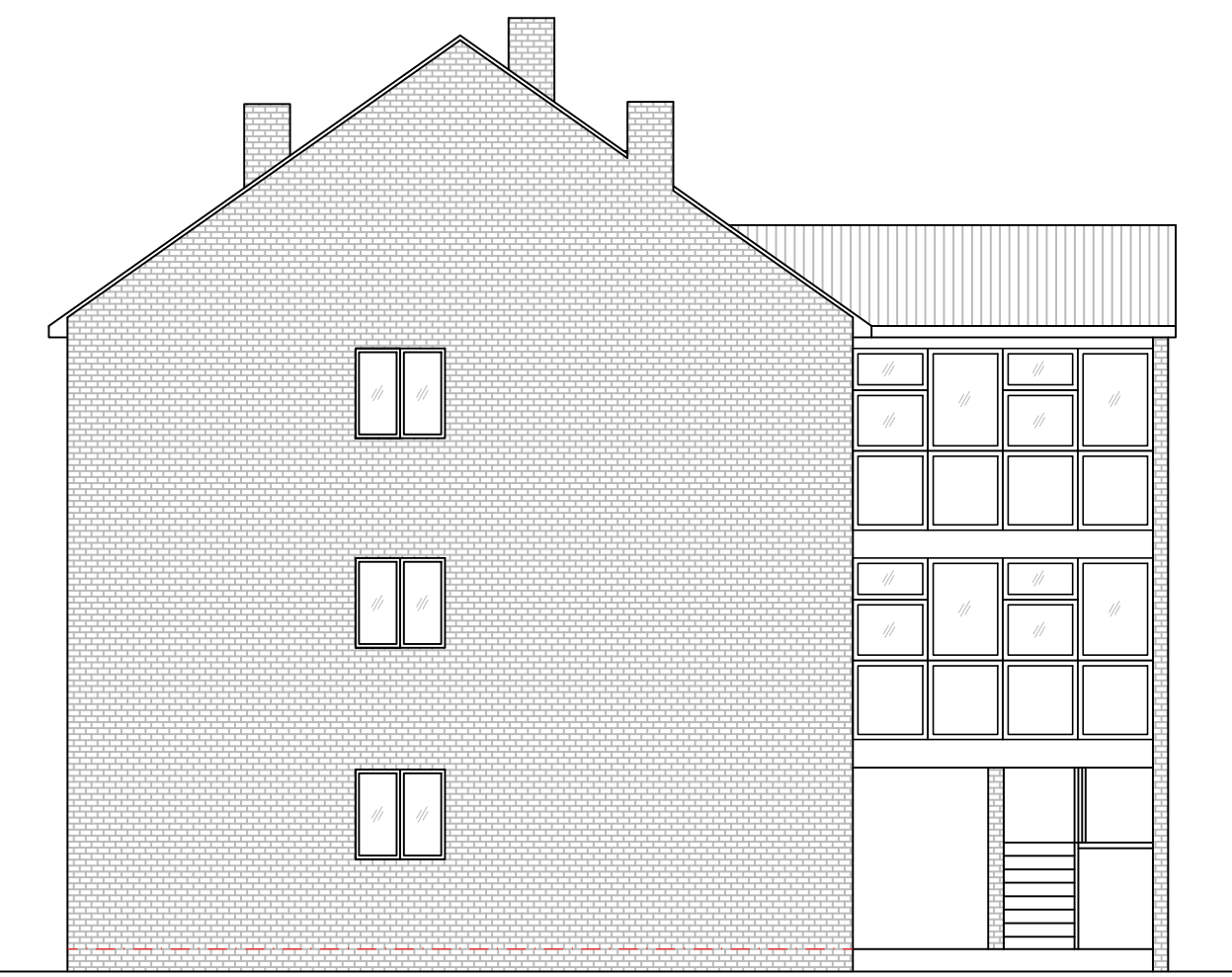
EXISTING REAR ELEVATION
Scale 1:100 @A1



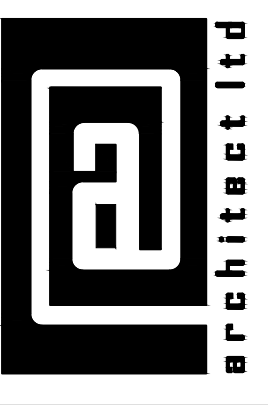
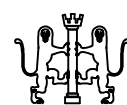
SITE LOCATION PLAN
Scale: 1:500 @A1



EXISTING FLANK ELEVATION
Scale 1:100 @A1



EXISTING FLANK ELEVATION
Scale 1:100 @A1

REV No.	DATE	REMARKS
 swan house 54 station lane hornchurch essex rm12 6nb tel.: 01708 477899 fax: 0709 223 4930 e: office@architect.ltd.uk web: www.architect.ltd.uk 		
Client		
CES Freehold Estates LLP		
Job Title		
91 Ridgeway		
London E4 6QW		
15.0164		
Drawing Title		
Existing Elevations & Site Plans		
Scale	Varies	Sheet size A1
Date	Mar 2017	Drn. by JK
Drg. No.		EX02

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number AGL377086

Edition date 27.09.2016

- This official copy shows the entries on the register of title on 06 JUN 2017 at 09:12:45.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 06 Jun 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WALTHAM FOREST

- 1 (13.05.2016) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Top Floor Flat, 91 The Ridgeway, London (E4 6QW).

NOTE: The flat is on the third floor.
- 2 (13.05.2016) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 6 May 2016
Term : 999 years from 29/9/1966
Parties : (1) Claire Elizabeth Stevens and Mark Bernard Sadler
(2) Claire Elizabeth Stevens
- 3 (13.05.2016) The Lease prohibits or restricts alienation.
- 4 (13.05.2016) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE: The easements granted in the First Schedule are included in the title only so far as they are capable of subsisting at law and relate to the land comprised in the lessor's title at the date of the grant of the lease.
- 5 (13.05.2016) The landlord's title is registered.
- 6 (27.09.2016) By a Deed dated 22 September 2016 made between (1) Mark Bernard Sadler and Clare Elizabeth Sadler and (2) Freehold Investments (Ground Rent) Limited the terms of the registered lease were varied.

NOTE: Copy Deed filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (04.07.2016) PROPRIETOR: FREEHOLD INVESTMENTS (GROUND RENT) LIMITED (Co. Regn. No. 09331193) of Enterprise House, 18 Eastern Road, Romford RM1 3PJ.
- 2 (04.07.2016) The price stated to have been paid on 1 June 2016 was £80,000.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (13.05.2016) A Conveyance of the freehold estate in the land in this title and other land dated 22 December 1900 made between (1) Thomas Robert Maltwood and John Maltwood and (2) Georgina Peachey contains the following covenants:-

"AND the said Georgina Peachey doth hereby for herself and her assigns covenant with the said Thomas Robert Maltwood and John Maltwood their heirs and assigns that she the said Georgina Peachey her heirs and assigns will at all times hereafter observe and perform the stipulations and regulations in relation to the said piece of land hereby assured which are contained in the first schedule hereto

THE FIRST SCHEDULE above referred to

1. The said Georgina Peachey shall within six months after the date hereof fence in and afterwards maintain a good and substantial fence at least four feet six inches high and will observe the building line shewn upon the plan drawn upon this Indenture

2. No building of any kind other than a dwellinghouse of not less than six hundred pounds shall be erected upon the piece of land hereby conveyed except stabling and outbuildings and no trade or business of any kind shall be carried on

3. No hut tent caravan house on wheels show swing roundabouts shooting range or other chattel shall be placed or used or allowed to remain upon any part of the property without the previous consent in writing of the said Thomas Robert Maltwood and John Maltwood."

NOTE: The building line is set back 40 feet

NOE 2:-By an Order of the Chancery Division of the High Court of Justice (1962 M2501) it was declared that no part of the land in this title is affected by the restrictive covenant contained in the second paragraph of the first schedule of the said Conveyance dated 22 December 1900.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

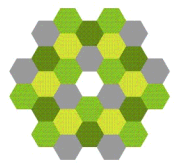
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 06 June 2017 shows the state of this title plan on 06 June 2017 at 09:12:45. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Wales Office .

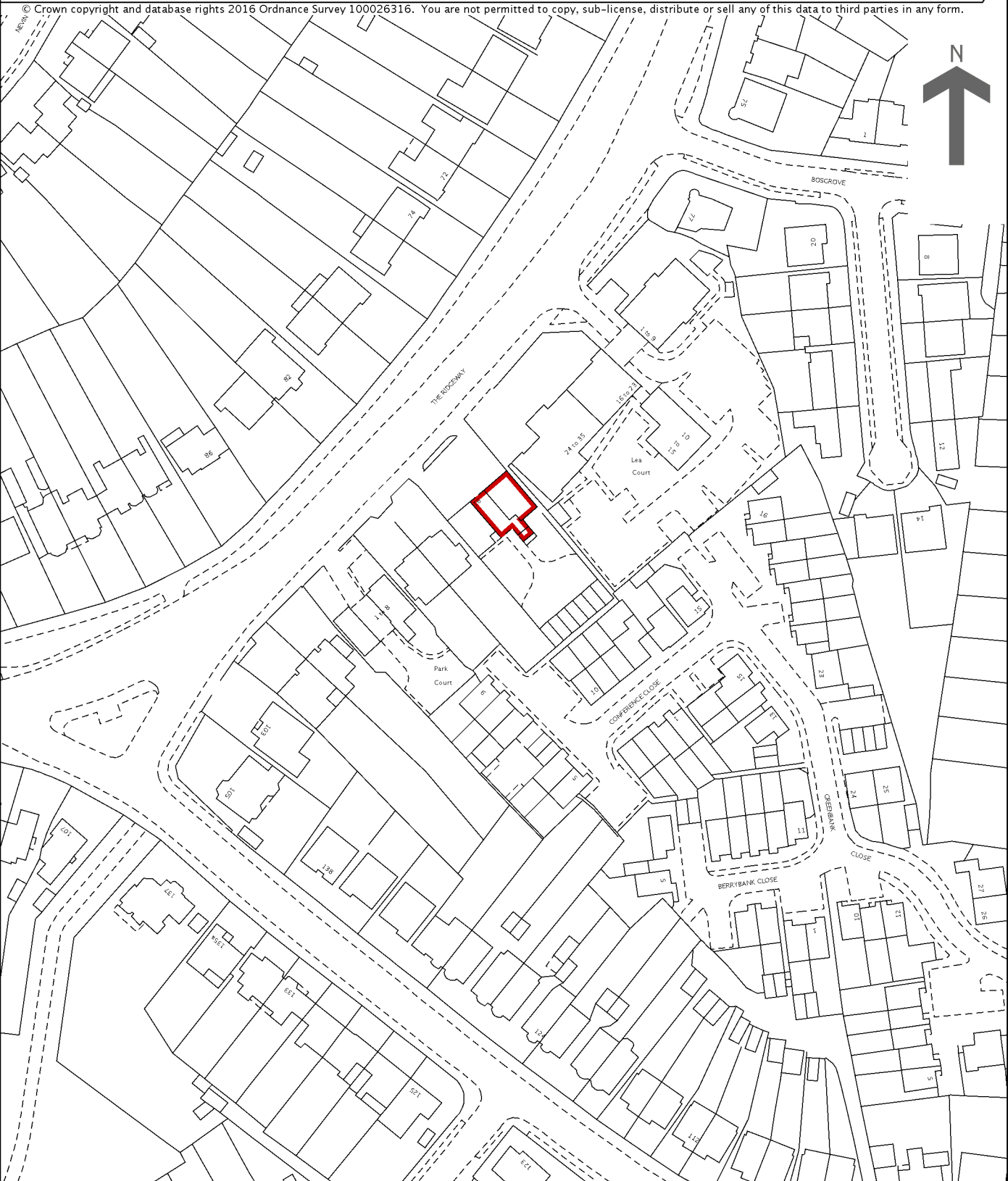
HM Land Registry

Official copy of title plan

Title number **AGL377086**
Ordnance Survey map reference **TQ3893NW**
Scale **1:1250**
Administrative area **Waltham Forest**



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These are the notes referred to on the following official copy

Title Number AGL377086

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 6th May 2016

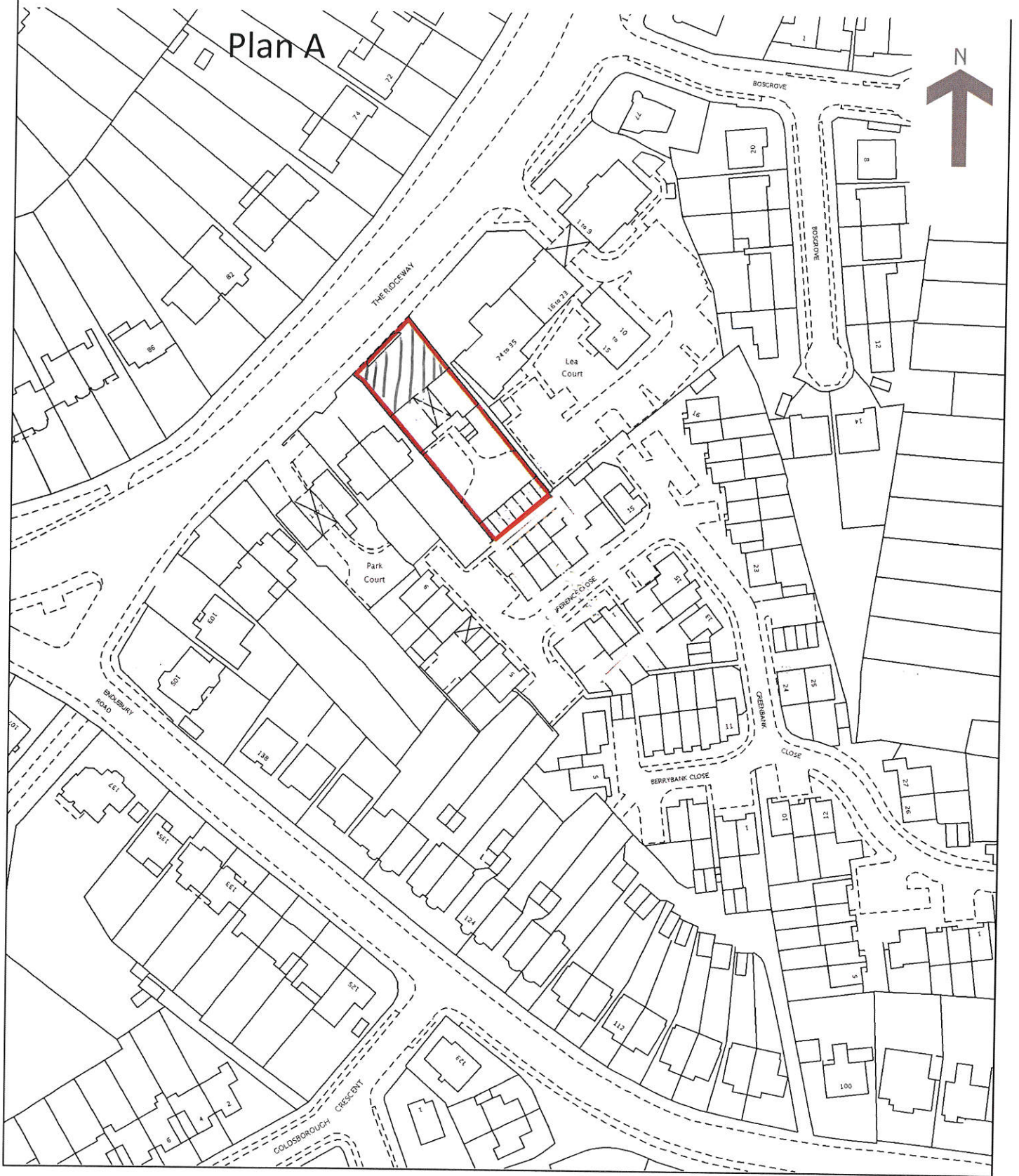
LEASE OF TOP FLOOR 91 THE RIDGEWAY, NORTH
CHINGFORD LONDON E4 6QW

LAND REGISTRY PRESCRIBED CLAUSES

LR1	Date of lease	6 th May 2016
LR2	Title Number(s)	LR2.1 Landlord's title number(s) EX85391
		LR2.2 Other title numbers None.
LR3	Parties to this lease	Landlord Clare Elizabeth Stevens and Mark Bernard Sadler of 129 Brentwood Road Brentwood CM13 3PB Lessee Clare Elizabeth Stevens of 129 Brentwood Road Brentwood CM13 3PB Other parties None.
LR4	Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail Top floor, 91 The Ridgeway, North Chingford E4 6QW as the same is described in clause 1 of this Lease.
LR5	Prescribed statements etc.	None.
LR6	Term for which the Property is leased	"The Term" means 999 years from 29th day of September 1966 ("the Commencement Date")
LR7	Premium	Nil
LR8	Prohibitions or restrictions on disposing of this lease	This lease does contain a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc	LR9.1 Lessee's contractual right to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None.
	LR9.2 Lessee's covenant to (or offer to) surrender this lease None.
	LR9.3 Landlord's contractual rights to acquire this lease None.
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property as set out in the First Schedule of this lease.
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property as set out in the Second Schedule of this lease.
LR12 Estate rentcharge burdening the Property	None
LR13 Application for standard form of restriction	None
LR14 Declaration of trust where there is more than one person comprising the Lessee	

Plan A



60

Plan B

2 BEDROOMS FLAT

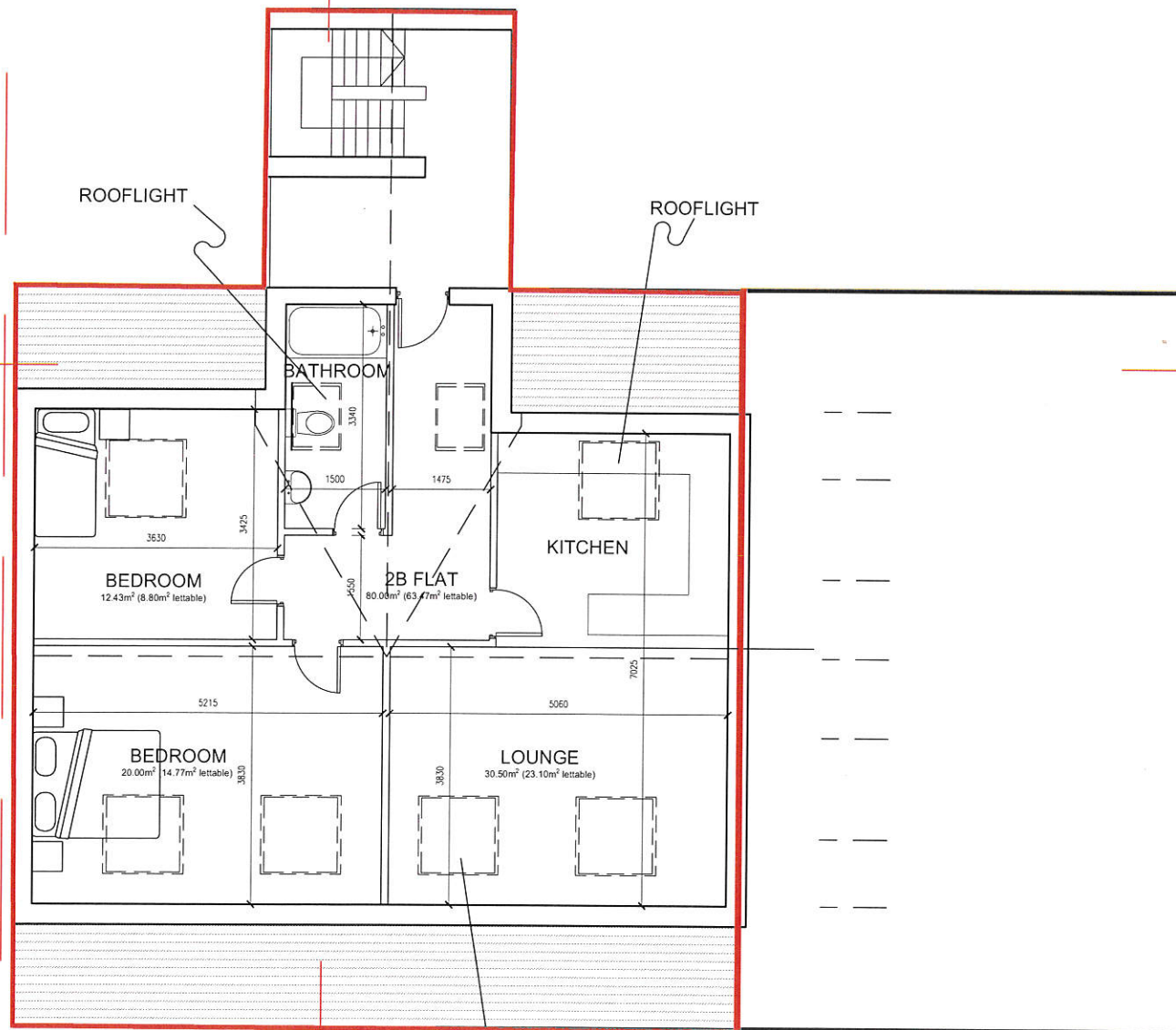
80 m² = 861.11 ft²

63.47 m² lettable

683.19 ft² lettable

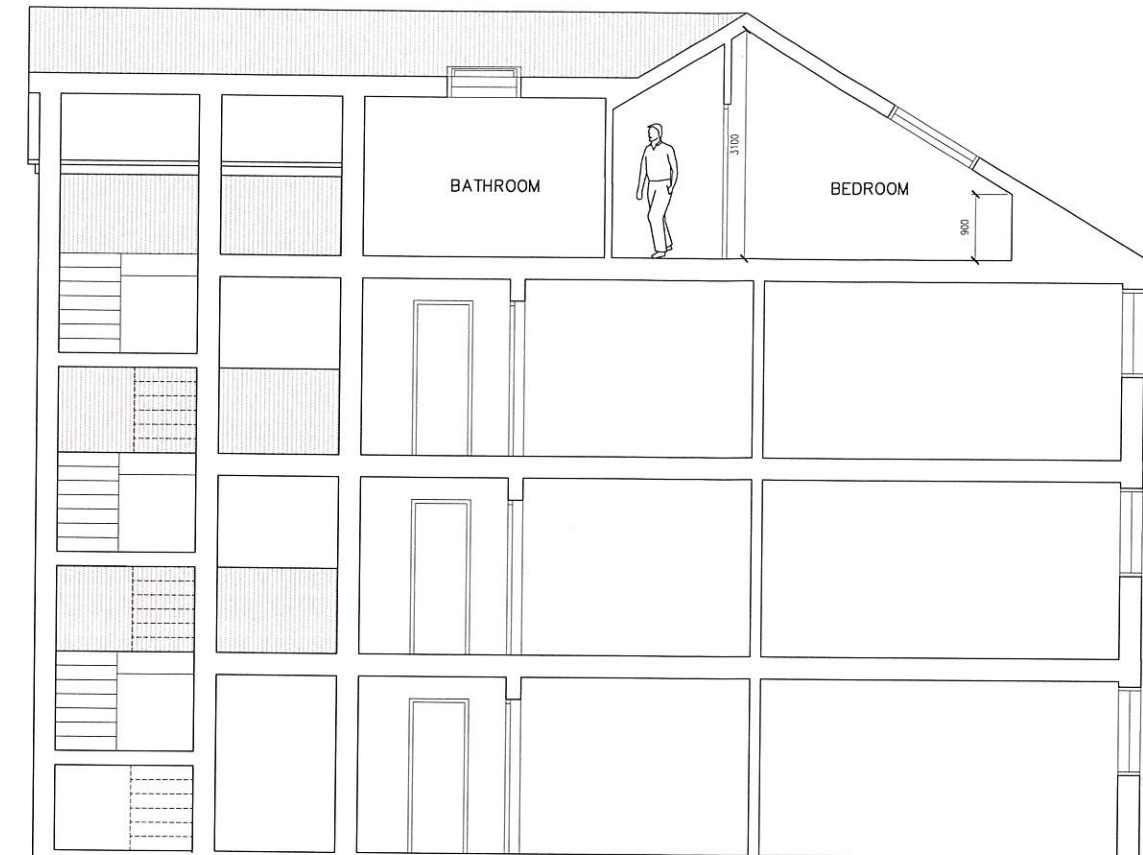


PROPOSED SECTION B-B
Scale 1:50@A1/1:100@A1



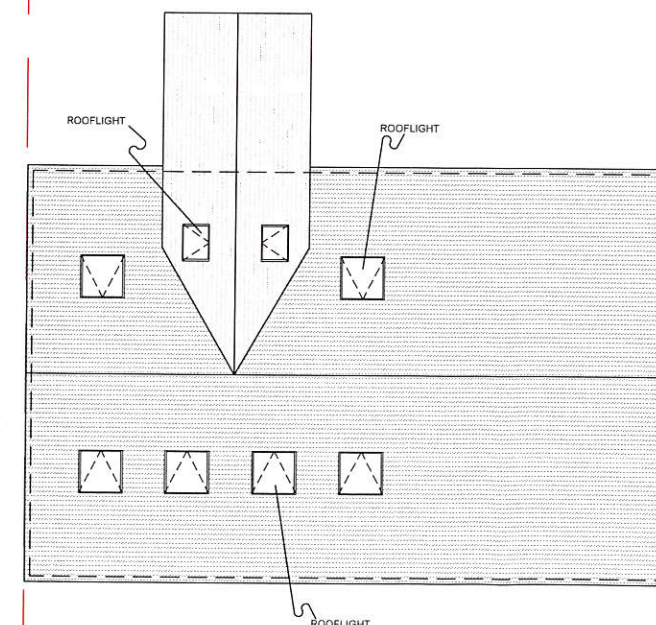
PROPOSED THIRD FLOOR

Scale 1:50@A1/1:100@A3



PROPOSED SECTION A-A

Scale 1:50@A1/1:100@A1



PROPOSED ROOF PLAN

Scale 1:100@A1/1:200@A3

NOTES

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REV No.	DATE	REMARKS
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Client		
Job Title		
91 Ridgeway		
London		
E4 6QW		
Drawing Title		
Proposed plan and sections		
Scale	var@A1	Sheet size A1
Dwg. No.	15(0164) PL01	Drn. by MPO

This Lease is made the ¹⁶ day of *may* 2016 BETWEEN Clare Elizabeth Stevens and Mark Bernard Sadler (hereinafter called "the Lessor" which expression shall where the context so admits include the estate owner or estate owners for the time being of the reversion immediately expectant' on the determination of the term hereby granted) of the one part and Clare Elizabeth Stevens (hereinafter called "the Lessee" which expression shall where the context so admits include personal representatives, successors in title and assigns) of the other part

WHEREAS

(1) The Lessor is registered at the Land Registry as Proprietor with Absolute Title in respect of the Freehold of the Land registered with Title Number EX85391 delineated for the purpose of identification only on the plan marked "A" ("Plan A") and annexed hereto and thereon edged with red and erected thereon is a block of flats currently comprising seven flats in one block and garages ("Block") currently known as Nos. 1 to 7 inclusive 91 The Ridgeway, North Chingford E4 6QW

(2) The previous lessor has previously granted Leases of the properties in the Block other than the premises hereby demised and has in every lease imposed or intends in every future lease to impose the restrictions set forth in the Third Schedule hereto to the intent that the Lessor or any lessee for the time being of the said properties may be able (so far as Law shall permit) to enforce the observance of the said restrictions by the owners or lessees for the time being of the other flats

(3) The Lessor has agreed to grant and the Lessee has agreed to take a Lease of the roof and airspace to construct a new flat within the space together with a new third floor landing and staircase leading from the second floor hereinafter mentioned comprised in the Block upon the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows:

1. IN consideration of the covenants on the part of the Lessee hereinafter reserved and contained the Lessor hereby demises with Full Title Guarantee unto the Lessee ALL THAT the top floor property comprising of the roof space the roof and the airspace above at 91 The Ridgeway Chingford London E4 6QW in the London Borough of Waltham Forest and being on the third floor of the Block the situation of which said property is more particularly delineated on the plan marked "B" ("Plan B") annexed hereto and thereon edged with red and so that the said property shall include one half in depth of the concrete floor or other support between the floor of the said property and the other parts of the Block immediately below it and (i) all parts of the Block immediately above it together with the whole of the roof space above such level and the structure of the roof and the air space above the roof and (ii) the entirety above the floor level of such of the walls as do not separate the same from any adjacent flat and one half only severed vertically of such of the walls as separate the said flat from any adjoining flat TOGETHER WITH the staircase erected or to be erected during the term leading from the communal parts on the second floor of the Building including the existing roof and structure above such communal parts and any new roof and structure to be constructed surrounding such new staircase ALL which said premises first hereinbefore described are hereinafter referred to as "the Demised Premises" TOGETHER WITH the rights more particularly set forth in the First Schedule hereto but EXCEPT AND RESERVING unto the Lessor and its successors in title as more particularly set forth in the Second Schedule hereto TO HOLD the demised premises unto the Lessee for the Term from the Commencement Date YIELDING AND PAYING to the Lessor during the said term:

(a) The Rent to be paid without any deduction on the 25th day of March in each year the Term

(b) From the Works Completion Date a sum equal to one equal eight part of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto such cost expenses outgoings and matters to be certified by the Managing Agents of the Lessor or its successors in title for the time being whose Certificate shall be binding upon the Lessee and to pay on the 25th day of March and the 29th day of September in each year to the Lessor or its successors in title the sum of £200 Pounds on account of the said one equal eighth part contribution as aforesaid the first of such payments being a proportionate payment to be made on the execution hereof provided that in the event of such total costs expenses

outgoings and matters aforesaid amounting to less than a total sum of £200 in a particular year the Lessee shall be entitled to be repaid or credited with its one equal eighth part of such excess paid by the Lessee as the Managing Agents for the time being of the Lessor and/or its successors in title shall certify as due to it AND in the event of the aforesaid costs expenses outgoings and matters amounting to more than £200 in any particular year the Lessee shall forthwith on demand pay to the Lessor or its successors in title a further one equal eighth part of the amount of such excess so certified by the Managing Agents for the time being of the Lessor or its successors in title

(c) From the Works Completion Date a sum equal to a one equal eighth part of all sums as the Lessor may from time to time pay by way of General Rate Water Rate or other outgoings in respect of the Block as the same shall not have already been charged upon any Lessees (including the Lessee) of the Block AND all sums due hereunder shall be recoverable as rent

2. IT IS HEREBY AGREED AND DECLARED that the Lessee shall not become entitled to any right of light or air which would in any way restrict or interfere with the free use of the adjoining or neighbouring property of the Lessor for building or other purposes

3. THE Lessee hereby covenants with the Lessor as follows:

(1) To pay the rents and other monies hereby reserved and made payable at the time and in manner in which the same are hereby made payable subject only to the provisions hereinafter contained

(2) To pay all existing and future rates taxes duties charges and assessments and outgoings whether parliamentary parochial/local or otherwise now or hereafter imposed assessed or charged upon the Demised Premises or any part thereof or on the Lessor or Lessee or occupier in respect thereof respectively

(3) From the Works Completion Date from time to time and at all times during the said term well and substantially to repair renew uphold support cleanse maintain drain and keep the interior of the Demised Premises and all additions made to the Demised Premises and the fixtures therein in good and substantial repair during the term hereby granted AND it is hereby declared and agreed that there is included in this covenant as repairable by the Lessee (including replacement whenever such shall be necessary) but not by way of limitation the ceilings and the floor of and in the Demised Premises and the joists or beams and the concrete support for the said floor and the roof and roof structure and the water and gas pipes electric cables and conduits and all services used solely in connection with the Demised Premises including the doors cisterns and sanitary fittings. There are also included in this covenant the window frames (as well as the glass therein) of the Demised Premises the said glass to be cleansed both internally and externally by the Lessee whenever necessary but so that the Lessor will decorate the exterior window frames as hereinafter provided PROVIDED ALWAYS that the Lessee shall not repair or replace any joist or beam or the concrete support for the said floors without giving notice to the occupier of the property (if any) immediately below of his intentions so to do stating the details of the work intended to be done so that the occupier of the lower property may take such precautions as he may be advised for the protection of the ceilings of the lower property

(4) To permit the Lessor and all persons authorised by it to enter upon the Demised Premises for any of the purposes herein referred to

(5) From the Works Completion Date to keep in good decorative condition the interior of the Demised Premises

(6) To permit the Lessor and its Agents with or without workmen and others twice or more often (if the occasion should so arise) in each year at reasonable times to enter upon and examine the condition of the Demised Premises and thereupon the Lessor may serve upon the Lessee notice in writing specifying any repairs necessary to be done for which the Lessee is liable and require the Lessee forthwith to execute the same and if the Lessee shall not within two months after the serving of such notice proceed diligently with the execution of such repairs then to permit the Lessor to enter upon the Demised Premises and execute such repairs and the cost thereof shall be a debt due to the Lessor from the Lessee with interest thereon from the date of demand to the date of payment at four pounds per centum per annum

above the Bank Rate for the time being and shall be charged as and recoverable as though it were rent in arrears

(7) Not at any time during the said term without the licence in writing of the Lessor first obtained to erect or place any additional building structure or erection on any part of the Demised Premises nor without such licence as aforesaid to make any alterations in the plan or elevation of the Demised Premises or in any of the party walls or the principal or bearing walls (although nothing in this clause shall require the Lessee to obtain consent for the completion of the Works provided such Works are completed as detailed below)

(8) At the Lessee's own expense in all respects to obtain all licenses approvals of plans permissions and other things necessary for the proper and lawful carrying out of such alterations and comply with the bye-law Regulations and other matters prescribed by any competent authority either generally or in respect of the specific works involved in such alterations

(9) Until the Works Completion Date not without the consent in writing of the Lessor to assign transfer mortgage charge underlease or part with the possession of the Demised Premises (such consent not to be unreasonably withheld or delayed) and not at any time during the said term (i) assign transfer mortgage charge underlease or part with the possession of part only of the Demised Premises or (ii) assign or transfer or otherwise part with possession of the whole of the Demises Premises without ensuring that the new owner enters into a direct deed of covenant with the Lessor.

(10) Within one month after every assignment assent transfer mortgage charge or underlease of the Demised Premises to give notice in writing with particulars thereof to the Lessor's Solicitor. In the case of a devolution of the interest of the Lessee on death not perfected by an assent within twelve months thereafter to produce to the Lessor the Probate of the Will or Letters of Administration to the Estate of the Lessee and to pay to the Lessor's Solicitors a reasonable fee in respect of each assignment asset transfer mortgage charge underlease or devolution subject to a minimum of £100.00 plus VAT per notice

(11) To pay all expenses (including Solicitors costs and Surveyors fees) incurred by the Lessor incidental to the preparation and service of a notice under Sections 146 and 147 of the

Law of Property Act 1925 or any statutory modification thereof notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

- (12) To observe all statutes and bye-laws affecting the Demised Premises and in particular (but without prejudice to the generality of the foregoing) to observe the conditions contained in the Town and Country Planning Act 1947 or any statutory modification thereof and to indemnify the Lessor in respect thereof and within seven days of the receipt by the Lessee of the same to supply a copy to the Lessor of any notice proposal order licence consent permission or direction given or made relating to the Demised Premises
- (13) From the Works Completion Date to insure and keep insured the Demised Premises against normal householders comprehensive risks in some insurance office of repute to be approved by the Lessor in the full value thereof with the Lessors interest noted on the Policy of Insurance and whenever required to produce to the Lessor upon demand the policy of such insurance or a true copy thereof and the receipt for the last premium thereof. If the Lessee shall fail so to insure the Demised Premises then the Lessor shall be entitled to take out such a Policy of Insurance as it shall consider fit and expedient and the premiums paid thereunder shall be recoverable from the Lessee as rent in arrears
- (14) From the Works Completion Date in case of destruction or damage by fire or other insured risks forthwith to rebuild or reinstate the Demised Premises with all reasonable speed to its former state or condition to the satisfaction of the Surveyor for the time being of the Lessor and in case the monies received in respect of the said insurance shall be insufficient for the purpose to make good the deficiency out of their own monies
- (15) At the expiration or sooner determination of the term hereby granted to yield up the Demised Premises and all fixtures and fittings therein in good and substantial repair in accordance with the Lessees covenants herein contained
- (16) From the Works Completion Date to keep clean the floors and the windows of any landing and passageway on the third floor and the staircase leading to the said floor from the second floor
- (17) To pay to the Lessor all costs charges and expenses incurred by the Lessor in abating any nuisance relating to the Demised Premises or any part thereof and in executing all such works as may be necessary for abating such nuisance in obedience to a notice served by any local or other public authority or otherwise howsoever

(18) The Lessee jointly and severally hereby covenants with the Lessor that the Lessee and those deriving title under them will at all times henceforth observe and perform all covenants restrictions stipulations and other matters contained or referred to in the Charges Register of title number EX85391 and keep the Lessor indemnified from and against all proceedings costs claims demands and expenses in respect of any breach non-observance or nonperformance thereof

4. THE Lessee so as to bind the Lessee for the time being of the Demised Premises and so that this covenant shall be for the benefit and protection of the Block and the other properties therein and the adjoining property of the Lessor its successors Lessees and assigns HEREBY COVENANTS with the Lessor and with the owners and lessees of each of such other properties that the Lessee and the persons deriving title under them will at all times during the term hereby granted in relation to the Demised Premises observe and perform the restrictions set forth in the Third Schedule hereto and each of them and will also at all times during the said term observe and perform any covenants or other matters aforesaid affecting the Lessors freehold title contained or referred to in the Title Number EX 85391 so far as the same are still subsisting and capable of taking effect and relate to the demised premises

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

(1) That every Lease of any other property comprised in the Block shall contain restrictions to be observed by the Lessee thereof similar to those contained in the Third Schedule hereto

(2) That the Lessee paying the rents and other monies hereby reserved and made payable 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 Lessor or any persons lawfully claiming under through or in trust for it

(3) That (subject to contribution and payment as hereinbefore provided) the Lessor will keep and maintain in good repair and condition (a) all such parts of the property delineated on Plan A and thereon edged with red as shall not for the time being be comprised in a then subsisting lease or this lease and (without prejudice to the generality of the foregoing) all water gas and other pipes and sewers drains meters and wires now or hereafter to be laid in under or upon any such parts aforesaid

(b) the Main Structure (in particular the foundations roof exterior walls passages landings and staircases) chimney stacks gutters and rainwater pipes and water storage tanks enjoyed or used by the Lessee in common with the owners and lessees of the said block and any window in the exterior walls in any case provided the repair obligation shall not extend to cover such parts of the Block which are included within the covenant of repair by the owners and lessees of the Block in a subsisting lease or this lease

(4) That (subject as aforesaid) the Lessor will so far as practicable keep lighted the passages landings and staircases so enjoyed or used by the Lessee in common as aforesaid and so far as practicable keep the forecourts paths boundary fences and walls and gardens in good condition

(5) To pay all rates taxes and outgoings (if any) now or hereafter payable in respect of any parts of the Block except insofar as such fall to be paid by owners and lessees (including the Lessee) of the Block

(6) That (subject as aforesaid) the Lessor will so often as reasonably required redecorate those parts of the exterior of the Block usually decorated and in particular will paint the exterior of the Block usually painted with two coats at least of good quality paint and will also so decorate the passages landings and staircases of the Block as often as reasonably required in such a manner as the Lessor shall think fit

(7) At the request and cost of the Lessee from time to time to take all available steps to enforce the covenants for repair or otherwise on the part of the Lessees of the adjoining flats subject to the Lessee providing such security for the costs and expenses of such enforcement as the Lessor may reasonably require

6. THE Lessor, shall not be liable or responsible for any damage suffered by the Lessee (whether personally or in respect of the Demised Premises or any property of the Lessee therein) or any invitee or licensee of the Lessee through any defect in any fixture pipes drains wires staircase or other thing in the Block (including the demised premises)

7 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that:

(1) If the rents and other monies hereby reserved payable or any parts thereof respectively shall be unpaid after becoming payable (whether formally demanded or not) the covenants on the part of the Lessee herein contained shall not be 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 Premises or any part thereof in the name of the whole and thereupon the term hereby shall absolutely determine but without prejudice to any rights action or remedy of the Lessee in respect of any breach of the covenant by the Lessee hereinbefore contained

(2) In case at any time during this demise any dispute shall arise between the Lessee and the Lessor or any other of the Lessees of the Lessor relating to the premises to them respectively demised or the party or other walls sewers drains pipes watercourses and other easements rights appurtenances or other things whatsoever relating or belonging thereto or any repairs thereto or the contributions in respect of the expense of such repairs as herein provided or any nuisance or annoyance arising therefrom then and in every such case such - dispute (provided -the other party or parties thereto shall also have agreed or become bound so to refer the same) shall be referred to the determination and award of the Surveyor for the time being of the Lessor which determination and award shall be final and binding on the Lessee.

(3) All interior walls which are common to the Demised Premises and any adjoining flat or other building in the Block are to be party walls and the expense of maintaining them shall be borne in equal shares by the Lessee and the lessee of the adjoining flat or other building

(4) "The Rent" means fifty pounds per annum (£50) doubling on every tenth anniversary of the Commencement Date throughout the Term.

(5) Any notice required or authorised to be given to or served upon the Lessee or Lessor respectively shall be in writing and may be given in any of the modes provided by Section 196 of the Law of Property Act 1925 and the Recorded Delivery Service Act 1962

8. IT IS HEREBY DECLARED as follows:

(1) That where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally and that where

there is reference to singular herein it shall include the plural and vice versa and male shall include female herein

(2) "The Main Structure" shall mean all foundations roof exterior walls and all other interior walls porches halls staircases landings floors and ceilings which are not the responsibility of any owner or lessee under the covenants contained in any Lease of the said block and "the roof" shall mean the timbers and all roofing material

9 CONSENT FOR WORKS

IT IS FURTHER HEREBY AGREED AND DECLARED that:

(1) "The Works" mean the construction of a new flat within the roof space with new velux windows together with a new third floor landing and staircase leading from the second floor as shown on the plan marked B together with such variations to the design as may be reasonably determined by the Lessee (including for the avoidance of doubt the insertion of dormers).

(2) The Lessor grants consent for the Lessee to carry out the Works (notwithstanding any contrary provision in this Lease).

(3) Nothing in this lease shall oblige the Lessee to commence the Works but if they do so then as soon as reasonably practicable after the date of commencement they shall carry out and complete the Works as set out below.

(4) The Lessee shall not start the Works until it has obtained all other licences and consents that may be required to carry them out.

(5) Once the Works are commenced the Lessee must carry out and complete the Works:-

(a) in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance and with good quality materials which are fit for the purpose for which they will be used;

(b) in compliance with the requirements of all statutes including planning permission and building regulations approvals;

- (c) in compliance with all obligations under the Construction (Design and Management) Regulations 2015, including (without limitation) all requirements in relation to the provision and maintenance of a health and safety file;
 - (d) to the reasonable satisfaction of the Landlord; and
 - (e) in any event within six months of the commencement of the Works (time being of the essence).
- (6) Once the Works are commenced the Lessee must insure the Works and the Demised Premises against loss or damage by any of the usual construction and other insurable risks.
- (7) The Lessee must notify the Lessor as soon as the Works have been commenced and when completed and send the Landlord the building regulations completion certificate for the Works.
- (8) So far as is reasonably necessary in connection with the carrying out of the Works the following additional rights shall be granted to the Lessee by the Lessor subject to the Lessee not adversely affecting the structure and integrity of the Building:-
- (a) at any time the full and free right to develop the Demise Premises and carry out the Works;
 - (b) the right to connect and tie into to the Main Structure;
 - (c) to lay within the Building new conduits for the passage and running of water sewage gas electricity telephone (the Conduits) and other services or supplies to and from the Property through the Conduits to and from other parts of the Building that now are or may during the Term be in under or over the Demised Premises together with the right to connect to such Conduits in the course of the Works to serve the Property;
 - (d) the right to install renew relocate connect with enlarge maintain and keep in repair the soil and waste water pipes wires and chimneys and air ventilation pipes (if any) leading to and used by the other properties;
 - (e) subject to the existing rights of all others affecting the same, the right to move or relocate any Conduits water tanks or other communal equipment located within demise

provided that they are maintained in good working order and replaced or relocated as soon as reasonably practical and the Lessee may temporarily disconnect the said pipes watercourses wires cables and other conducting media for the purposes of moving them as aforesaid;

(f) the right so far as the Lessor is able to grant the same to enter onto all parts of the Building and to erect scaffolding at the Building and attach it to any suitable part of the Building or structure on the Building; and

(g) the right to remove the bollards in the front courtyard to create the parking spaces and the right to temporarily store building materials on land of an equivalent size to a the parking spaces but not on the accessway forecourt or other open areas of the Building.

PROVIDED ALWAYS that the Lessee shall cause as little disruption and inconvenience as reasonably possible as possible to the existing tenants and take all reasonably practicable precautions to prevent any public or private nuisance (and indemnify the Lessor against any such nuisance or other similar claim) and forthwith make good all damage caused to the Building or any part caused by the exercise of these rights or in otherwise completing the Works.

(9) The 'Works Completion Date' shall mean the earliest of the following dates:

- (a) the date upon which the Works are completed or substantially completed; or
- (b) the date upon which the Demised Premises are first occupied as a dwelling; or
- (c) the date which is 6 months from the commencement of the Works.

(10) No representation or warranty is given or is to be implied by the Lessor in connection with it as to the suitability of the Demises Premises or the building of which it forms part for the Works or whether the Works may be lawfully or physically carried out.

(11) The Lessee acknowledges that it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Lessor before the date of this lease.

IN WITNESS whereof this document has been duly executed as a Deed and delivered the day and year first before written

THE FIRST SCHEDULE above referred to

1. The right for the Lessee his workmen servants visitors and other persons having lawful occasion to use the same in connection with the use and enjoyment of the Demised Premises in common with the Lessor and the Lessees for the time being of the adjacent properties and all other persons authorised by them at all times and for all purposes to use and to go pass and repass on foot only over and about the halls entrances passages stairways landings paths and the garden ground and also the right to pass and repass with or without vehicles over the right of way and front forecourt leading to the parking area and the right to park two private motor vehicles on the land hatched on Plan A in the spaces from time to time allocated by the Lessor
2. The right to the free and uninterrupted passage and running of gas and electricity water and soil from and to the Demised Premises through the pipes wires and cables and sewers drains and watercourses which now are or may at any time hereafter be in under or passing through the said block or any part thereof and adjoining land of the Lessor
3. The right with servants workmen and others at all reasonable times (and upon giving reasonable notice except in case of emergency) to enter into and upon other parts of the Block and adjoining land belonging to the Lessor for the purpose of repairing cleansing maintaining and renewing such pipes wires conduits and cables sewers drains and watercourses as aforesaid and of laying down any new pipes and wires and conduits for television and wireless or otherwise and cables sewers drains and watercourses causing as little disturbance as possible and making good all damage thereby occasioned
4. The right to subjacent and lateral support and to shelter and protection from the other parts of the Block and from the site
5. The right with servants workmen and others at all reasonable times (and upon giving reasonable notice except in case of emergency) to enter into and upon other parts of the Block with or without equipment for the purpose of carrying out any necessary repairs alterations and amendments or of repairing maintaining or renewing any part of the Block giving subjacent or lateral support shelter or protection to the Demised Premises causing as little disturbance as possible and making good all damage thereby occasioned

6. All such other rights easements and quasi easements as now belong to or are enjoyed by the Demised Premises

7. The benefit (so far as the Lessor is able to grant the same) of the restrictions contained in the Leases of the other flats comprised in the Block

THE SECOND SCHEDULE above referred to

1. Except and reserving unto the Lessor and all persons deriving title from or under it and the Lessees of the other flats in the Block rights and easements over and along and through the Demised Premises or any part thereof equivalent to those contained in Clauses 1 to 6 (both inclusive) of the First Schedule hereto
2. The right to install renew connect with enlarge maintain and keep in repair the soil and waste water pipes and chimneys and air ventilation pipes (if any) leading to and used by the other properties
3. Power for the Lessor with workmen servants and others to exercise the rights of entry contained in and for the purposes mentioned in Clauses 3(6) hereof
4. Power for the Lessor and its Surveyors and Managing Agents with or without workmen and others at all reasonable times and on notice (but no notice shall be required in case of emergency) to enter the Demised Premises for the purpose of viewing the state and condition thereof and of carrying out its obligations under Clause 5 of this Lease
5. The right to retain television aerial(s) on the roof and all such other rights easements and quasi easements as now belong to or are enjoyed by the other properties.

THE THIRD SCHEDULE above-referred to

1. Not to use the premises hereinbefore demised or permit the same to be used for any purpose whatsoever other than as a single private flat only nor to use the premises for any illegal immoral unpleasant noisy or noxious purpose
2. Not to deposit or rest or suspend in or over the common entrance corridors balconies landings staircases garage forecourts gardens and ground any dirt rubbish articles or things. The said common entrances corridors balconies landings staircases garage forecourts gardens and grounds shall be kept free from any obstruction whatever
3. Not to do or suffer to be done any act or thing whereby any forecourts garden balcony or passageway in or belonging to the Block may be damaged or obstructed
4. Not to erect or suffer to be erected or affixed any poles masts or aerials outside the Demised Premises or so as to be visible from outside the flat whether in connection with radio television or apparatus or otherwise
5. Not to place or suspend or suffer to be placed or suspended any excessive weights on or from the floors ceilings or walls of the Demised Premises or set up upon the Demised Premises any machinery engine or other apparatus other than the usual domestic appliances
6. Not to bring or suffer to be brought do or permit to be done upon the Demised Premises anything which may render void or voidable any policy of insurance of the Demised Premises or of any part of the Block or which may cause an increased premium to be payable in respect thereof and not to store in the garage any petrol or other inflammable liquid or material
7. Not to throw or place any dirt rubbish or other refuse or permit the same to be thrown or placed into the sinks baths lavatories cisterns or waste or soil pipes. No washing or wearing apparel or any linen shall be exposed on any part of the Block or in or upon any part of the Demised Premises so as to be visible from the outside and no rugs mats carpets or

other articles shall be hung upon shaken or exposed from the Demised Premises or from the windows thereof

8. No musical instrument radio or television apparatus shall be played or used or any singing or noise take place in the flat between the hours of 12 midnight and 6am nor at any other time in such a manner as to cause nuisance damage annoyance or disturbance to the other owners lessees or occupiers of other properties in the Block or in the neighbourhood

9. No name writing drawings signboard plate or placard of any kind shall be put on or in any window or on the exterior of the Demised Premises or so as to be visible from outside the flat

10. Not at any time without licence in writing of the Lessor first had and obtained to erect or place or permit or suffer to be erected or placed any new erection in or upon the demised premises or make or permit or suffer to be made any alterations in any boundary wall or fence or make or permit or suffer to be made any change in the use of the Demised Premises or any part or parts thereof

THE FOURTH SCHEDULE above referred to

- 1 The expense of maintaining repairing redecorating and renewing:
 - (a) The Main Structure and in particular the foundations external walls main roof chimney stacks gutters rainwater pipes water storage tanks and any windows and other things not covenanted to be repaired by the lessees or occupiers of the Block
 - (b) Such gas water and other pipes drains meters and electric cables and wires in under or upon the Block as are enjoyed or used in common with the owners lessees and occupiers of the other properties in the Block
 - (c) The main entrance corridors staircases landings and passages so enjoyed or used in common as aforesaid and the exterior decorations
 - (d) The boundary walls and fences
 - (e) Any gullies and pipes
 - (f) Main drains leading to the local authority sewer
2. The cost of lighting the staircases landings and corridors passages and main entrances and the cost of keeping the garage forecourts rights of way paths and gardens in good condition
3. All rates taxes and outgoings (if any) now or hereafter payable in respect of the garage forecourts paths gardens and any other part of the Block used in common as aforesaid and which do not fall to be paid by the owners and lessees (including the Lessee of the Block)
4. The fees of the Managing Agents in respect of the Management of the Block and collections and also the Certificate referred to in Clause 1(b) of this Lease
5. The cost of any insurance effected by the Lessor for the benefit of the Block as a whole not otherwise referred to herein

EXECUTED as a Deed by
Clare Elizabeth Stevens
In the presence of :



FRED RYAN

FREDERICK RYAN

18 Eastern Road, Romford RM1 3PJ

EXECUTED as a Deed by
Mark Bernard Sadler
In the presence of :



FRED RYAN

FREDERICK RYAN

18 Eastern Road, Romford RM1 3PJ

These are the notes referred to on the following official copy

Title Number EX85391

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This deed is dated 22/9/16

HM Land Registry

Landlord's title number: EX85391

Tenant's title number: AGL377086

PARTIES

- (1) Mark Bernard Sadler and Clare Elizabeth Stevens (**Landlord**).
- (2) Freehold Investments (Ground Rent) Limited (Co. Regn. No. 09331193) of Enterprise House, 18 Eastern Road, Romford RM1 3PJ. (**Tenant**).

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord and the Tenant have agreed to vary the Lease on the terms set out in this deed.
- (C) The Landlord is entitled to the immediate reversion to the Lease.
- (D) The residue of the term granted by the Lease is vested in the Tenant.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Lease: a lease of the Property dated 6th May 2016 and made between (1) the Landlord and (2) Clare Elizabeth Stevens.

Property: top floor 91 The Ridgeway Chingford as more particularly described in and demised by the Lease.

- 1.2** References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the **Tenant** include a reference to its respective successors in title and assigns.

- 1.3** Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

2. VARIATIONS OF THE LEASE

2.1 Variations made

Schedule Variations to the Lease

1. ADDITION OF NEW CLAUSES

The following shall be added to the Lease as new clauses 8 and 9 of the First Schedule:

8. The right for the Lessee and all persons authorised by the Lessee to use any part of the external areas forming part of the Block including the rear garden area for normal quiet recreational purposes only.

9. The right for the Lessee to construct and keep and use on adjoining parts of the Block (which shall include for the avoidance of doubt any airspace around the buildings) any projections which shall include any chimneys, flues, eaves, guttering, railings, balconies, drainpipes, spouts, wall piers and other similar projections from the Demised Premises.

Executed as a deed by Freehold
Investments (Ground Rent) Limited
acting by, a director, in the presence
of:

Freehold Investments (Ground Rent) Limited

Kenneth Elliott & Rowe
Enterprise House
18 Eastern Road
Romford, Essex
RM1 3PJ

[SIGNATURE OF DIRECTOR]

Director

Executed as a deed by and Clare
Elizabeth Stevens, in the presence of:

Freehold Investments (Ground Rent) Limited

Kenneth Elliott & Rowe
Enterprise House
18 Eastern Road
Romford, Essex
RM1 3PJ

[SIGNATURE]

Signed as a deed by Mark Bernard
Sadler in the presence of:

Freehold Investments (Ground Rent) Limited

[SIGNATURE]

Kenneth Elliott & Rowe
Enterprise House
18 Eastern Road
Romford, Essex
RM1 3PJ

DATED

22nd May 2017

LICENCE FOR ALTERATIONS AND DEED OF VARIATION

relating to

TOP FLOOR 91 THE RIDGEWAY CHINGFORD LONDON E4

between

CLARE ELIZABETH STEVENS AND MARK BERNARD SADLER

and

FREEHOLD INVESTMENTS (GROUND RENT) LIMITED

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This licence is dated 22nd Aug 2017

HM Land Registry

Landlord's title number: EX85391

Tenant's title number: AGL377086

PARTIES

- (1) Clare Elizabeth Stevens and Mark Bernard Sadler (**Landlord**).
- (2) Freehold Investments (Ground Rent) Limited (Company number 09331193)
Registered office address Enterprise House, 18 Eastern Road, Romford, RM1 3PJ
(**Tenant**).

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) Clause 9 of the Lease provided consent to the Tenant to carry out various works to the roof to construct a new flat and an additional staircase leading to the new floor.
- (E) The Tenant has obtained planning permission for a revised flat design.
- (F) The Tenant intends to carry out the New Works and requires the consent of the Landlord to do so as a variation to the original design.
- (G) Further the Landlord and Tenant have agreed to amend the frequency of ground rent increases from every 10 years throughout the whole term to every 30 year in the first 120 years of the term.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Lease: a lease of Top Floor 91 The Ridgway Chingford London dated 6 May 2016 and made between Clare Elizabeth Stevens and Mark Bernard Sadler and Clare Elizabeth Stevens and all documents supplemental or collateral to that lease.

Property: Top Floor 91 The Ridgway Chingford London as more particularly described in and demised by the Lease.

Term: the term of years granted by the Lease.

New Works: Construction of a new flat within the roof space with new velux windows, roof terrace, and cabrio balcony systems together with a new third floor landing and staircase leading from the second floor as shown on the plans and specification attached to this licence.

1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the **Tenant** include a reference to its successors in title and assigns.

1.3 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.

1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. CONSENT TO CARRY OUT THE NEW WORKS

2.1 In consideration of the obligations on the Tenant in this licence and in the Lease, the Landlord consents to the Tenant carrying out the New Works on the terms set out in this licence.

2.2 Nothing in this licence will place the Tenant under an obligation to the Landlord to carry out the New Works, but if it does carry them out, it must do so on the terms of this licence.

2.3 This consent does not obviate the need for the consent or licence of any person other than the Landlord that may be required to carry out the New Works.

3. CARRYING OUT AND COMPLETING THE NEW WORKS

3.1 The Tenant shall comply with the provisions in clause 9 of the Lease as if the New Works described in this licence were "the Works" described in the Lease.

3.2 In carrying out the New Works the Tenant must comply with all laws and the terms of all other licences and consents and must cause as little disturbance and inconvenience as reasonably possible to the Landlord and the owners and occupiers of the building of which the Property forms part.

- 3.3 The Tenant must immediately make good, to the reasonable satisfaction of the Landlord, any damage (including decorative damage) to any land or building, plant or machinery (other than the Property) which is caused by carrying out the New Works.

4. NO WARRANTY BY THE LANDLORD

- 4.1 No representation or warranty is given or is to be implied by the Landlord entering into this licence or by any step taken by or on behalf of the Landlord in connection with it as to:

- (a) the suitability of the Property or the building of which it forms part for the New Works; or
- (b) whether the New Works or any removal or reinstatement of them may be lawfully carried out.

- 4.2 The Tenant acknowledges that it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Landlord before the date of this licence as to any of the matters mentioned in clause 4.1.

5. VARIATION TO THE GROUND RENT

- 5.1 Clause 7(4) of the Lease shall be deleted and replaced with the following clause:

“The Rent” means two hundred pounds (£200) per annum doubling every thirtieth (30th) anniversary of the Commencement Date of the Term for the first 120 years only.”

6. INDEMNITY

The Tenant shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this licence.

7. LIABILITY

- 7.1 The obligations of the Tenant in this licence are owed to the Landlord and are made in consideration of the consent granted by clause 2.1.

- 7.2 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this licence. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of those persons.

8. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

9. GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

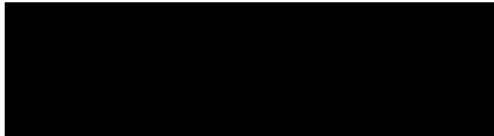
Executed as a deed by Freehold
Investments (Ground Rent) Limited
acting by a director, in the presence of:



Frederick Rylah

Frederick Rylah, Solicitor
Kenneth Elliott & Rowe Solicitors
Enterprise House
18 Eastern Road
Romford
Essex RM1 3PJ

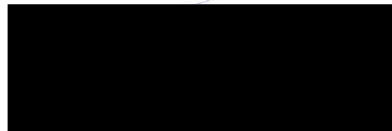
Executed as a deed by
Clare Elizabeth Stevens
in the presence of:



Frederick Rylah

Frederick Rylah, Solicitor
Kenneth Elliott & Rowe Solicitors
Enterprise House
18 Eastern Road
Romford
Essex RM1 3PJ

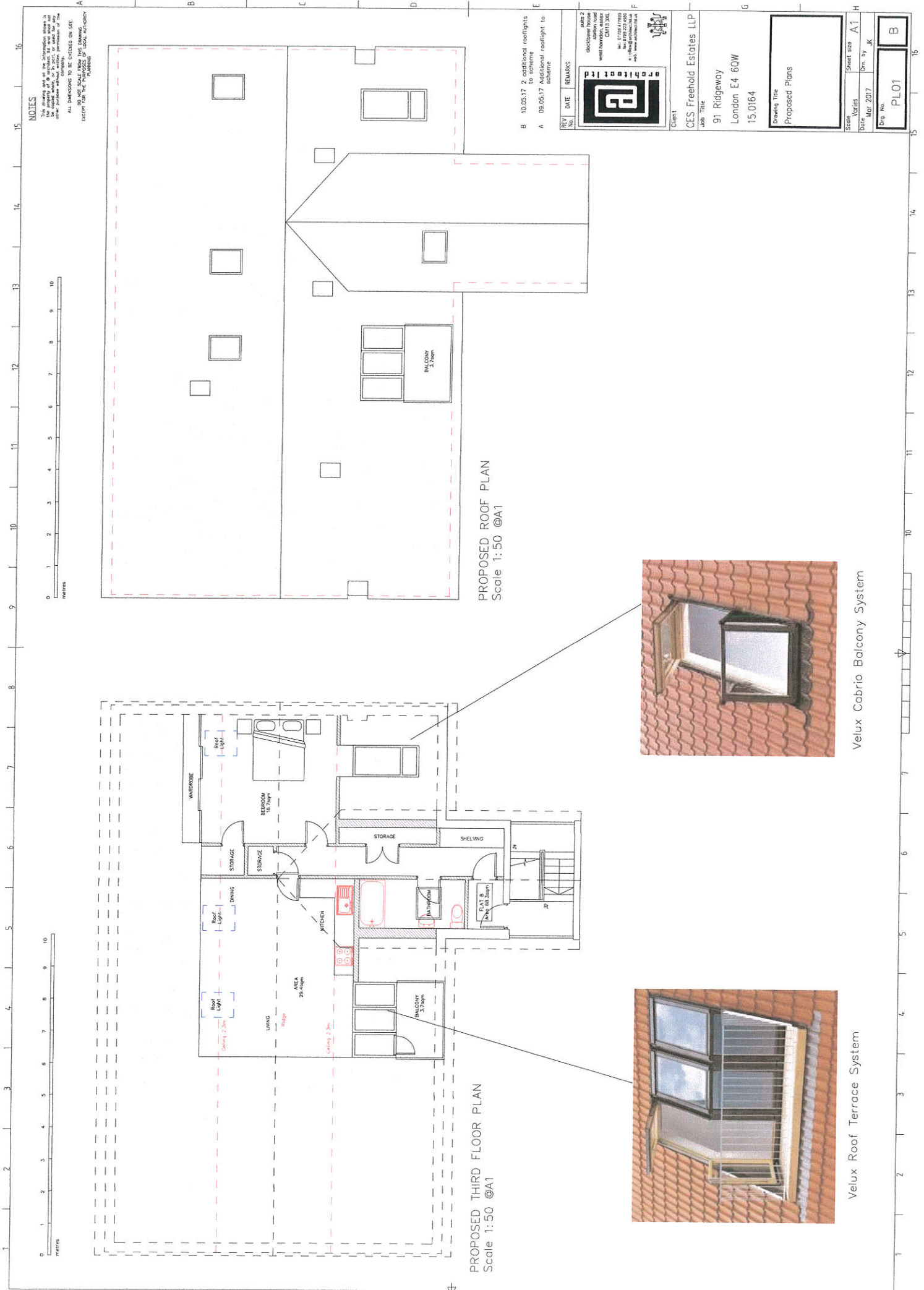
Signed as a deed by
Mark Bernard Sadler
in the presence of



Frederick Rylah

Frederick Rylah, Solicitor
Kenneth Elliott & Rowe Solicitors
Enterprise House
18 Eastern Road
Romford
Essex RM1 3PJ

**Annex ATTACHMENT: PLANS AND SPECIFICATION FOR THE NEW
WORKS**



NOTES

This drawing and all the information shown on it is the property of the Architect and is not to be used for any other purpose without the written permission of the Architect.

ALL DIMENSIONS TO BE CHECKED ON SITE.

DO NOT SCALE FROM THIS DRAWING.

EXCEPT FOR THE PURPOSES OF LOCAL AUTHORITY PLANNING.

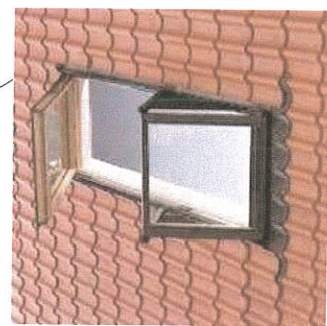
- B 10.05.17 2 additional rooflights to scheme
- A 09.05.17 Additional rooflight to scheme

REV	NO.	DATE	REMARKS
1	0		ISSUED FOR PERMIT
2	1	10.05.17	2 additional rooflights to scheme
3	2	09.05.17	Additional rooflight to scheme

Architect
Glockwood House
100-102 High Street
West Norwood, Essex
CM13 3JL
Tel: 01708 477599
Fax: 01708 477598
E: info@architectural.co.uk
Web: www.architectural.co.uk

Client: CES Freehold Estates LLP
Job Title: 91 Ridgeway
London E4 6QW
15.0164

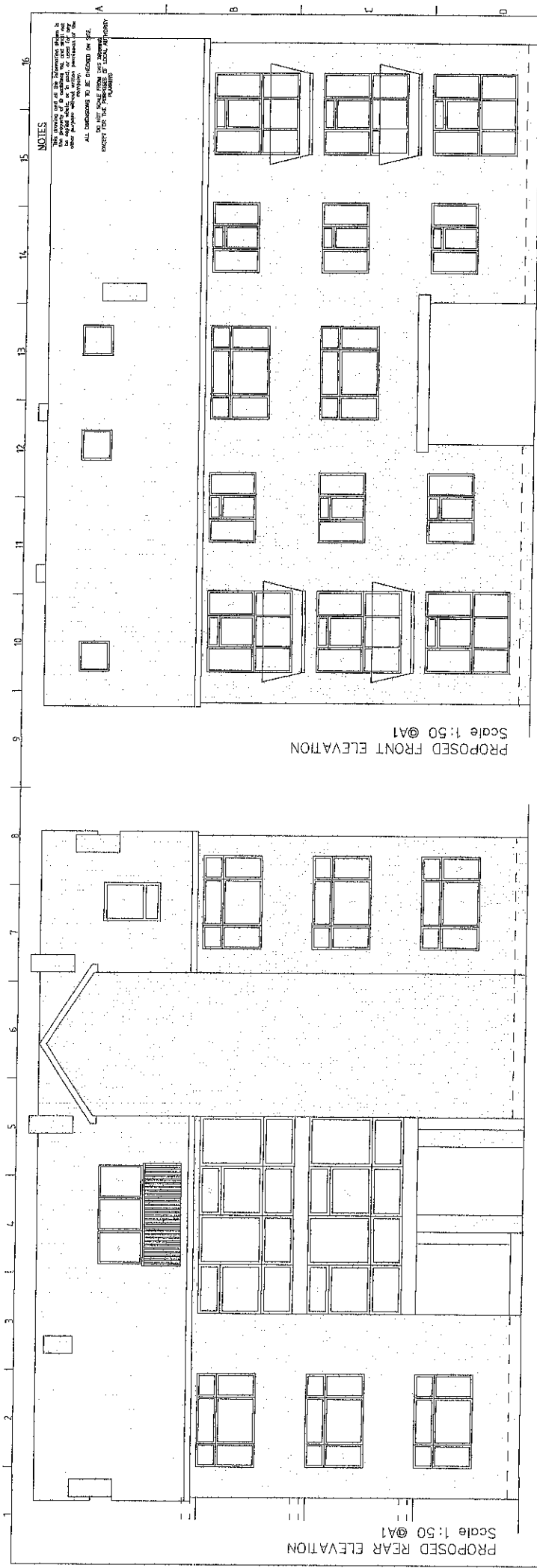
Drawing Title Proposed Plans	
Scale Varies	Sheet Size A1
Date Mar 2017	Drawn by JK
Dwg No PL01	Rev B



Velux Cabrio Balcony System



Velux Roof Terrace System



NOTES

1. The use of the word 'proposed' in this drawing is to indicate that the building is not yet built and the drawings are for information only. It is the responsibility of the client to ensure that the building is built in accordance with the drawings and to obtain all necessary permissions for the building.

2. All dimensions to be checked on site.

3. No part of this drawing is to be used for any other purpose without the written permission of the architect.

4. No part of this drawing is to be used for any other purpose without the written permission of the architect.

5. No part of this drawing is to be used for any other purpose without the written permission of the architect.

6. No part of this drawing is to be used for any other purpose without the written permission of the architect.

7. No part of this drawing is to be used for any other purpose without the written permission of the architect.

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9. No part of this drawing is to be used for any other purpose without the written permission of the architect.

10. No part of this drawing is to be used for any other purpose without the written permission of the architect.

11. No part of this drawing is to be used for any other purpose without the written permission of the architect.

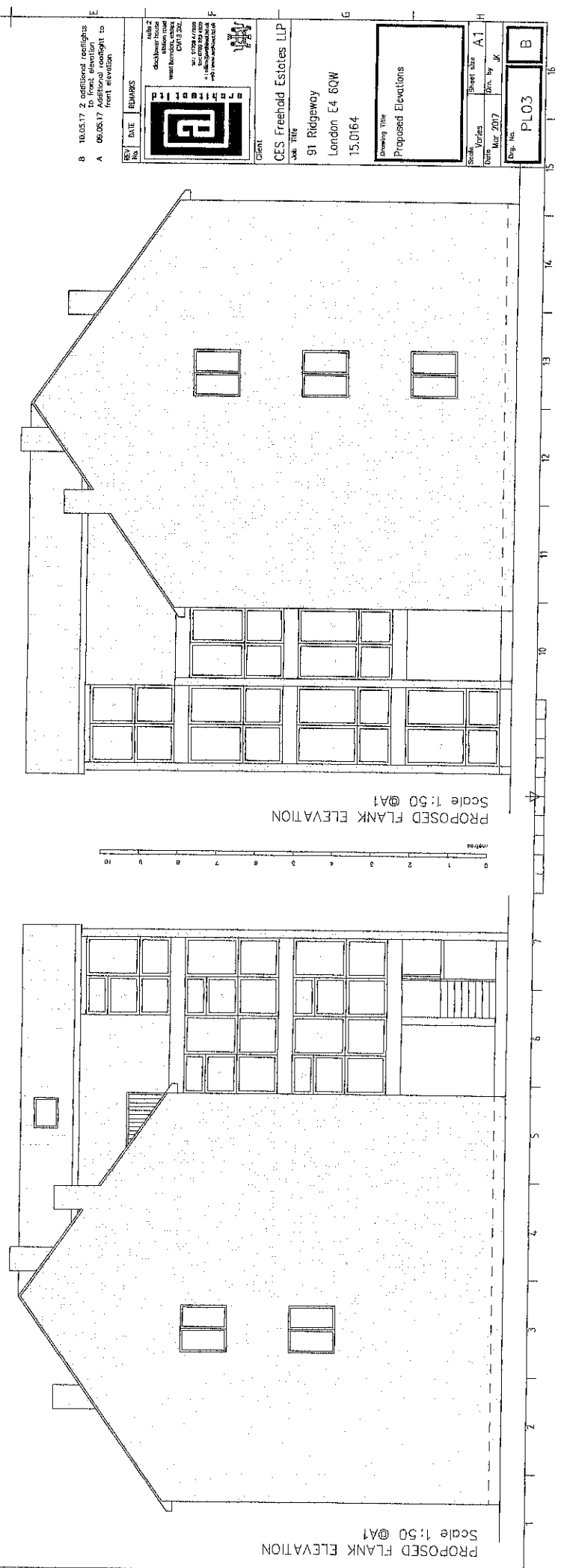
12. No part of this drawing is to be used for any other purpose without the written permission of the architect.

13. No part of this drawing is to be used for any other purpose without the written permission of the architect.

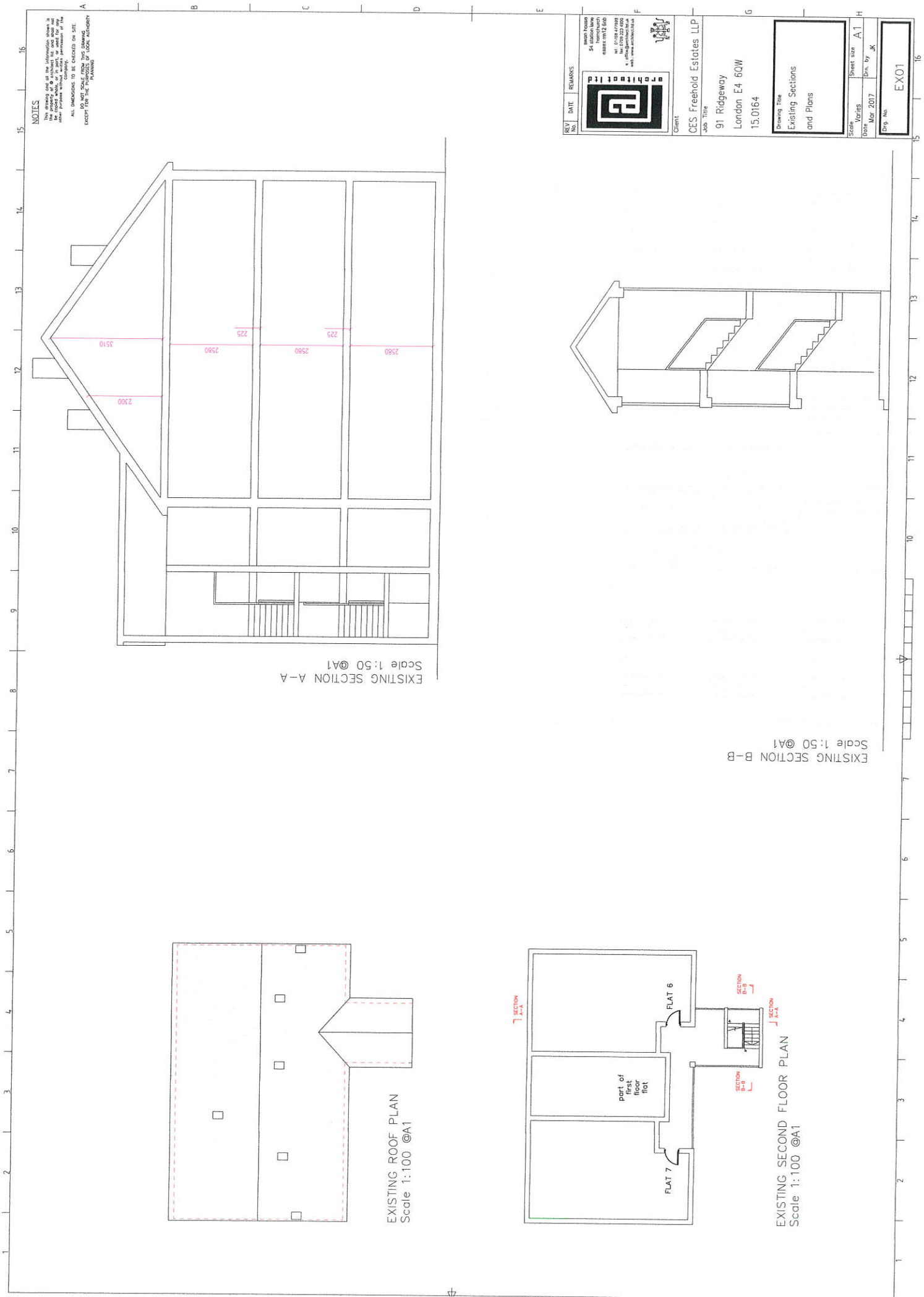
14. No part of this drawing is to be used for any other purpose without the written permission of the architect.

15. No part of this drawing is to be used for any other purpose without the written permission of the architect.

16. No part of this drawing is to be used for any other purpose without the written permission of the architect.



8 10.05.17 2 additional ceilings added to the front elevation A 06.05.17 Additional ceiling to front elevation		DATE 10.05.17 REVISIONS		Client: CES Freehold Estates LLP Job Title: 91 Ridgeway London E4 8QW 15.0164		Sheet Size: A1 Drawn by: JK Check by: JK Date: Mar 2017	
Architect: [Logo] Architect's Name: [Name] Architect's Address: [Address] Architect's Phone: [Phone] Architect's Email: [Email] Architect's Website: [Website]		Architect's Name: [Name] Architect's Address: [Address] Architect's Phone: [Phone] Architect's Email: [Email] Architect's Website: [Website]		Architect's Name: [Name] Architect's Address: [Address] Architect's Phone: [Phone] Architect's Email: [Email] Architect's Website: [Website]		Architect's Name: [Name] Architect's Address: [Address] Architect's Phone: [Phone] Architect's Email: [Email] Architect's Website: [Website]	



NOTES

1. The drawings are to be submitted to the Local Planning Authority for approval. The drawings are to be submitted to the Local Planning Authority for approval. The drawings are to be submitted to the Local Planning Authority for approval.

REV	DATE	REMARKS
1		
Architectural 15.0164		
Client CES Freehold Estates LLP Job Title 91 Ridgeway London E4 6QW 15.0164		
Drawing Title Existing Sections and Plans		
Scale	Version	Sheet size
		A1
Date	Drawn by	Check by
Mar 2017	JK	
Proj. No. EX01		



NOTES

The drawings and all the information therein is the property of the Architect and shall not be used for any other purpose without the written permission of the Architect.

ALL DIMENSIONS TO BE CHECKED ON SITE.

DO NOT SCALE FROM THIS DRAWING EXCEPT FOR THE PURPOSES OF LOCAL AUTHORITY PLANNING.

REV	DATE	REMARKS
1		

Client	CES Freehold Estates LLP
Job Title	91 Ridgeway London E4 6QW 15.0164

Drawing Title	Existing Elevations & Site Plans
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Scale	Varies	Sheet size	A1
Date	Mar 2017	Drawn by	JK

Dwg No.	EX02
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Notes:

Right of First Refusal Does Not Apply

It is generally accepted that a right of first refusal may apply to the disposal of a loft space by the Landlord under the Landlord and Tenant Act 1987 (the Act).

Under the Act a right of first refusal arises where a landlord of premises comprising a number of flats wishes to make a disposal affecting the whole or part of the premises. The landlord is prohibited from making a disposal affecting the premises unless the landlord has first served all (or virtually all) the "qualifying tenants" of the flats in the premises with an offer notice.

However the original grant of the Lease dated 6 May 2016 of the loft space by the Landlord was exempt under section 4(2) (h) of the Act. This states:

4.(2)(h) a disposal consisting of a transfer by two or more persons who are members of the same family either—

- (i) to fewer of their number, or
- (ii) to a different combination of members of the family (but one that includes at least one of the transferors);

Here a disposal by two or more members of a family to fewer of their number took place. The lease was granted between husband and wife to the wife (albeit with different surnames but a certified copy of the marriage certificate is available). Therefore the grant of the lease was exempt from the Act and there was no need for any notices to be served on the tenants.

The grant of the Lease may also have been exempt under 4 (2)(e) of the Act.

The subsequent sale by the tenant of the flat to the Seller was not a disposal by the Landlord so the Act did not apply at all to that sale. Nor does this apply to this auction sale.

This note is provided for information only and you should seek your own independent legal advice on the contents.