

*We certify that this is a true copy of the original*  
*2*  
*Don Goh*

**B/MD DLR**  
**28 MAY 1986**  
**RECEIVED F**

H.M. LAND REGISTRY  
Land Registration Acts 1925-71

County: Merseyside  
District: Liverpool  
Property: Flat 1a, Princes Park Mansions, Croxteth Road, Princes Park, Liverpool 8

THIS LEASE is made the *28<sup>th</sup>* day of *March* 19*86*  
BETWEEN LANELAND ESTATES LIMITED whose registered office is situate at Sheraton House Mount Pleasant Liverpool in the County of Merseyside (hereinafter called "the Lessor") of the one part PRINCES PARK MANSIONS MANAGEMENT COMPANY whose registered office is situate at Sheraton House Mount Pleasant Liverpool (hereinafter called "the Management Company") of the second part and NEIL SHARROCKS of Odd Acre, Well Lane, Gayton, Wirral (hereinafter called "the Lessee") of the third part

WHEREAS :-

- (1) The Lessor is registered at H.M. Land Registry as proprietor with absolute title of the freehold property comprised in the title above referred to consisting of the building known as Princes Park Mansions which is presently or will be divided into 44 residential flats and the garages outbuildings gardens and grounds thereof (all of which land is hereinafter referred to as "the Mansions")
- (2) The Lessor has previously granted or intends to grant long lease of all the flats in the Mansions other than the premises hereby

**These are the notes referred to on the following official copy**

Title Number MS239363

The electronic official copy of the document follows this message.

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You can view or download copies of the practice guide from our website at [www.gov.uk/land-registry](http://www.gov.uk/land-registry) in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

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demised and the Lessor has in every lease imposed and intends in every future lease to impose the restrictions set forth in the Fourth Schedule hereto to the intent that any Lessee for the time being of any flat in the Mansions may be able to enforce the observance of the said restrictions by the Lessees of the occupiers for the time being of the other flats

- (3) The Management Company has been incorporated and upon the execution of this Lease one "B" share in the said Management Company is to be issued to the Lessee
- (4) Upon the Lessor granting long leases of all the flats in the Mansions, save those flats to be occupied by caretakers, it intends to assign for a nominal consideration the reversion immediately expectant upon this Lease and the common parts and grounds of the Mansions subject to the rights granted by and other Leases to the Management Company
- (5) As a condition of the granting of this Lease and of every other lease of a flat in the Mansions the Lessor has required that the Lessee enter into an Agreement under seal with the Management Company to pay to the Management Company the sum of £2,000 upon the terms contained in the above mentioned Agreement under seal for the improvement and repair of the Mansions
- (6) The Lessor has agreed with the Lessee for the grant to the Lessee of a Lease of the property hereinafter described for the consideration and at the rents and on the other terms and conditions hereinafter appearing

NOW THIS LEASE WITNESSETH as follows :-

1. IN pursuance of the said agreement and in consideration of firstly the sum of £5,500.00 paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants hereinafter reserved and contained on the part of the Lessee to be paid observed and performed the the Lessor HEREBY DEMISES UNTO THE Lessee ALL THAT property described in the First Schedule hereto TOGETHER with the easements rights and privileges mentioned in the Second Schedule hereto subject as herein mentioned EXCEPT AND RESERVING as mentioned in the Third Schedule hereto TO HOLD the said premises hereby demised unto the Lessee from the 28<sup>th</sup> da of March, 1985 for a term of 999 years YIELDING AND PAYING therefore a yearly peppercorn together with the rent due under the provisions of Clause 3(n) by equal half yearly instalments in advance on the 1st day of January and the 1st day of June in each year

2. THE Lessee HEREBY COVENANTS (and if more than one jointly and severally) with the Lessor and as a separate covenant also with the Management Company and with each of the other Lessees for the time being of other flats in the Mansions whether the leases of such other flats were granted before or after this lease that the Lessee and the persons deriving title under him will at all times hereafter observe (the restrictions set forth in the Fourth Schedule hereto

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

(a) To pay the said rents during the said term at the times

and in manner aforesaid without any deduction

(b) (i) to pay all rates taxes assessments charges impositions and outgoings, which may at any time during the said term be assessed charged or imposed upon the demised premises or the owner or occupier in respect thereof and in the event of any rates assessments charges impositions and outgoings being assessed charged or imposed in respect of the premises of which the demised premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the demised premises

(ii) if the Lessor the Management Company and the Lessee shall fail to agree what constitutes the proper proportion of rates taxes assessments charges impositions and outgoings under sub-paragraph

(b) of this Clause the matter shall be determined by the Lessor but if the Lessee or the Management Company or the Lessees of any of the other flats comprised in the Mansions shall be unwilling to accept the determination of the Lessor he or they shall be entitled to have the matter determined by an independent surveyor nominated in default of agreement by the President of the Royal Institute of Chartered Surveyors for the time being whose fees shall be paid by the person or persons requiring such determination to be made final and binding on the

parties

- (c) Not to make any structural alterations or structural additions to the demised premises nor to erect any new buildings thereon
- (d) To pay all costs charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court
- (e) Forthwith after service upon the Lessee of any notice affecting the demised premises served by any person body or authority (other than the Lessor and the Management Company) to deliver a true copy thereof to the Lessor and the Management Company and if so required by the Lessor or the Management Company to join with them in making such representations to any such person body or authority concerning any proposals affecting the demised premises as the Lessor or the Management Company may consider desirable and to join with the Lessor or the Management Company in any such appeal against any order or direction affecting the demised premises as the Lessor or the Management Company may consider desirable
- (f) 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 Solicitors every transfer of this Lease or mortgage or legal charge of this Lease of the demised premises or any part thereof and also every underlease of the demised premises or any part thereof and every assignment of such underlease and also every grant of probate letters of administration order of the court or other instrument effecting or evidencing a devolution of title as regards the said term or any such underlease for the purpose of registration and for such registration to pay to such solicitors a fee of £5 (together with any value added or other tax payable thereon) in respect of each such document or instrument so produced

(g) To keep in good repair and to regularly clean the windows including the window frames in the demised premises and to replace forthwith any broken panes of glass provided that it shall be the responsibility of the Lessor as indicated hereinafter to paint and decorate the outside of such windows

(h) At the expiration or sooner determination of the said term peaceably to surrender and yield up to the Lessor all and singular the demised premises together with all additions thereto and all landlord's fixtures and

- fittings (if any) in good tenantable repair and condition
- (i) To indemnify and keep indemnified the Lessor and the Management Company from and against all actions claims costs proceedings and demands whatsoever arising out of the use of the demised premises or any part or parts thereof
  - (j) To keep the demised premises in good repair except as if provided by Clause s(1)
  - (k) Except for matters coming within Clause s(1) to execute all such works as are or may under or in pursuance of any Act of Parliament already or hereafter to be passed be directed or required by any District Council Local or Public Authority to be executed at any time during the term upon or in respect of the demised premises whether by the Landlord or by the Tenant
  - (l) To permit the Lessor and the Management Company and their duly authorised agents with or without workmen and others once a year upon giving three weeks' previous notice in writing at reasonable times to enter upon and examine the condition of the demised premises and thereupon the Lessor or the Management Company may serve upon the Lessee notice in writing specifying any repairs necessary to be done and require the Lessor or the Management Company forthwith to execute the same and if the Lessee shall not within one month after the service of such



notice proceed diligently with the execution of such repairs then to permit the Lessor and/or the Management Company to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due to the Lessor or the Management Company from the Lessee and be forthwith recoverable by action

- (m) Not to assign this Lease without at the same time transferring the "B" share in the Management Company to the assignee
- (n) To pay by way of additional rent the service charge calculated in accordance with the Fifth Schedule hereto
- (c) By way of indemnity only to perform and observe the covenants and conditions mentioned in the documents set out in Entries in the Charges Register of the above-referred to Title and to indemnify the Lessor against any liability arising from their non-observance
- (p) To sweep any chimney serving the flat

4. THE Lessor hereby COVENANTS with the Lessee and as a separate covenant with the Management Company as follows :-

- (a) That the Lessee paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peacefully and quietly hold and enjoy the demised premises during the said term without any lawful interruption or disturbance from or by the Lessor or any person

or persons rightfully claiming under or in trust for it

(b) That the Lessor :-

- (i) shall require every person to whom it grants any lease of any flat comprised in the Mansions to covenant to observe the restrictions set forth in the Fourth Schedule hereto
- (ii) shall use all reasonable endeavours to only dispose of any interest in any flat in the Mansions upon a long lease upon the like terms as this lease so far as is reasonably practicable

5. THE Management Company and the Lessor HEREBY COVENANT jointly and severally with the Lessee that subject to payment by the Lessee of the rents hereby reserved and to performing and observing the several covenants and conditions and agreements contained and on the Lessee's part to be performed as follows :-

- (a) (i) that the Lessor and the Management Company will jointly at all times during the term (unless such insurance shall be vitiated by any act or default of the Lessee) insure and keep insured the building including out-buildings and garages of the Mansions and all external walls and boundary structures against loss or damage by fire aircraft and other insurable risks as the Management Company shall jointly from time to time think fit in some insurance office of repute for the full replacement costs thereof (including architects and surveyors' fees and

value added tax and including full allowance for inflation between the date on which the insurance was effected and when re-building work terminates)

(ii) that the Lessor and the Management Company will whenever required produce to the Lessee the policies of such insurance and the receipt for the last premium of the same

(iii) that in the event of the building external walls and boundary structures being damaged or destroyed by fire or other risks as soon as reasonably practicable lay out the insurance monies recovered in the repair rebuilding or re-instatement of the said buildings external walls and boundary structures

(b) The Management Company HEREBY COVENANTS with the Lessee that (subject to the payment of the service charge in accordance with Clause 3(n) second) the Management Company will maintain repair and renew

(i) the main structure and in particular the roof chimney stacks gutters and rainwater pipes of the main building and outbuildings of the Mansions but excluding any garage demised by the Lessor or any window or window frame forming part of a flat demised to any lessee and that the Management Company shall paint the exteriors of the window frames and cills

(ii) the gas and water pipes drains and electric cables and wires and chimneys in under and upon the Mansions enjoyed

- or used by the Lessee in common with other lessees
- (iii) the main entrances landings and staircases used by the Lessee in common with other lessees

And that the Management Company will

- (iv) maintain the central lift and other apparatus for heating and supplying hot water to the flats in good repair and working condition to renew the same from time to time as may be necessary as a result of the same becoming worn out broken or damaged beyond repair or otherwise unserviceable and that the Management Company
- (v) so far as practicable keep clean and lighted the passages buildings staircases and other parts of the main building of the Mansions used by the Lessee in common with other lessees and to keep the footpaths roadway and car parking area shown Brown on the plan annexed hereto in good and tidy condition and to keep all the gardens and grounds of the Mansions in good and needy condition and in cultivation and that the Management Company
- (vi) so often as reasonably required will decorate the exterior of the main building and outbuildings (including the outside of the windows) but not the garages with good quality masonry paint or oil paint as necessary
- (vii) Will provide a communal T.V. aerial for each and every flat
- (c) That (subject to the payment of the service charge in

accordance with Clause 3(n) the Management Company will provide the following services

- (i) the supply of hot water to the demised premises for all purposes except those of central heating (at all times of the day)
- (ii) install and maintain an entry-phone system for the demised premises
- (iii) cause all domestic rubbish to be collected from the demised premises at least 6 days in every week
- (iv) such other services including cleaning and lighting of common part as shall be agreed be provided by the Management Company provided that such services shall not substantially alter the scheme of management presently subsisting

Before the common parts of the Mansions shall have been transferred to the Management Company such additional service shall not be supplied unless requested by one half of the persons who have purchased long leases of flats. After the common parts have been transferred to the Management Company such additional services shall be supplied if the Management Company deem it to be for the benefit of the Mansions as a whole

6. PROVIDED ALWAYS and it is hereby agreed that if the rents hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the

part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained

7. IN this Lease the following expression shall have the following meanings.

- (a) The expressions "lessor" and "Lessee" shall where the Lessee consists of more than one person all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally
- (b) The expression "the Mansions" means the totality of the land included in the title above referred to
- (c) The expression "the flats" means the residential flats into which the main building of the Mansions is divided
- (d) The expression "common parts" means the Mansions less the flats and garages demised or to be demised on long leases
- (e) The word "repair" includes the rectification or making good of any defect in the foundations roof or structure of any building notwithstanding that it is inherent or due to the original design of the building

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of

which the amount or value or aggregate amount or value of the consideration other than the rent exceeds £30,000.00

THE FIRST SCHEDULE

ALL THAT property or premises known as Flat 1a Princes Park Mansions lying on the basement of the Mansions which is ~~for the purpose of identification only~~ delineated on the plan annexed hereto and coloured red

IT IS HEREBY DECLARED :-

- (a) the premises include the floor boards and rafters underneath the flat and the ceiling of the Flat
- (b) all walls separating the Flat hereby demised from other flats and the common parts are divided medially
- (c) the premises exclude the exterior walls of the Flat.

THE SECOND SCHEDULE

Easements, rights and privilege

PART A

- (1) The right of free and uninterrupted passage and running of gas electricity water soil smoke and fumes to and from the demised premises or any part thereof through and along and from such parts of the pipes tanks wires drains conduits flues and chimneys

as pass through any other part of the Mansions

- (2) The right to connect a television set to the Lessor's aerial
- (3) The right for the Lessee with servants workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon other parts of the Mansions for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes wires flues and chimneys as aforesaid and of laying down any new sewers drains and watercourses cables pipes wires flues and chimneys in place thereof causing as little disturbance as possible and making good any damage caused
- (4) The right of the Lessee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the Mansions for the purpose of repairing maintaining renewing altering or rebuilding the demised premises including the garage or any part of the Mansions giving subjacent or lateral support shelter or protection to the demised premises including the garage
- (5) the right to use for emergency purposes only the fire escape along the South side of the Mansions

PART B

The following rights are exercisable only subject to rules imposed for the better management of the Mansions as a whole, provided that such rules shall



not substantially diminish the Lessee's enjoyment of the rights granted hereby. Before the common parts of the Mansions shall be transferred to the Management Company such rules shall be made by the Lessor with the consent of one half of the persons who have purchased long leases of flats. After the common parts of the Mansions shall have been transferred to the Management Company such rules shall be made by the Management Company

- (6) Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day and by night and for all purposes in connection with the use and enjoyment of the demised premises to go pass and repass over and along the roadway forecourt the main entrances staircases corridors and central lift leading to the premises hereby demised
- (7) Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) with or without motor cars and other vehicles at all times by day and by night and for all purposes in connection with the use and enjoyment of the demised premises to go pass and repass over and along the roadway shown in brown on the plan annexed hereto
- (8) Full right and liberty for the Lessee (in common with all other persons entitled to the like right) to park one private motor-car or motor-cycle on the forecourt shown in green on the plan annexed hereto
- (9) Full right and liberty for the Lessee and all persons authorised

by him (in common with all other persons entitled to the like right) to walk about and use the grounds of the Mansions for the purposes of recreation (but not for the playing of ball games)

THE THIRD SCHEDULE

Exceptions and Reservations in favour of the Lessor and Lessees of other flats

- (1) the right of subjacent and lateral support and to shelter and protection through all other parts of the Mansions and to the roof thereof

THE FOURTH SCHEDULE

- (1) Not to use the demised premises nor permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance can arise to the owners and occupiers of the other flats comprised in the Mansions or in the neighbourhood or for any illegal or immoral purpose
- (2) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any flat or garage in or forming part of the Mansions or may cause an increased pay premium to be payable in respect thereof
- (3) Not to throw dirt rubbish rags or other refusa or permit the same

to be thrown into the sinks baths lavatory cisterns or waste or soil pipes in the demised premises

- (4) No piano pianola gramophone wireless loudspeaker or mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practised in the demised premises so as to cause annoyance to the owners and occupiers of the other flats comprised in the Mansions or so as to be audible outside the demised premises between the hours of 11 p.m. and 9 a.m.
- (5) No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the demised premises or so as to be visible from outside the demised premises save that the Lessee shall have right to display a board for the purposes of the sale of the said premises in the grounds of the Mansions so that it can be visible from Croxteth Road or Sefton Park Road the adjacent public highways; no clothes or other articles shall be hung or exposed outside the demised premises; no mat shall be shaken out of the windows of the demised premises; no bird dog or other animal which may cause annoyance to any owner or occupier of the other flats comprised in the Mansions shall be kept in the demised premises
- (6) The exterior part of the demised premises and garage shall not be decorated otherwise than as agreed with the Management Company
- (7) No external wireless or television aerials shall be erected on the demised premises except an external aerial erected by the Lessor

THE FIFTH SCHEDULE

- (1) The service charge shall be payable in two half yearly instalments on the 1st day of January and the 1st day of June each year
- (2) If any payment of service charge shall be more than 28 days in arrears interest shall be payable on the amount unpaid from the date when payment was due to the date of actual payment at the rate of 4% above the rate of interest payable on judgment debts for the time being
- (3) In this Schedule the expression "financial year" means the period of twelve months ending on \_\_\_\_\_ of each year
- (4) The Lessee will pay "the fraction" as defined by paragraph 5 of this Schedule of the "total service charge" as defined by paragraph 6 of this Schedule
- (5) "The fraction" means one forty-third
- (6) In the event of any flat being sub-divided or any two flats being amalgamated or there being any other dispute about the calculation of the fraction the matter shall be referred to a single arbitrator appointed by the President of the Liverpool Law Society for the time being and the costs of such arbitration shall be in the discretion of the arbitrator
- (7) The "total service charge" shall be that sum certified by a qualified accountant within the meaning of paragraph 17 of the

19th Schedule to the Housing Act 1980 as being a fair estimate of the expenditure as defined by paragraph (8) likely to be incurred by the Lessor directly or through the agency of the Management Company in the financial year in question and in addition any short fall between the estimate expenditure and the actual expenditure in the previous financial year and giving credit for any surplus of the estimated expenditure and the actual expenditure in the previous financial year

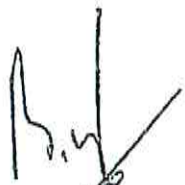
- (8) The expenditure to be included in the service charge is :
- (i) the costs of and incidental to the performance of the covenants under Clause 5
  - (ii) the costs of and incidental to the carrying out by the Lessor or the Management Company of any work in pursuance of any requirement of any Act of Parliament or any local or public authority other than for which the lessees of the flats are responsible
  - (iii) The amounts of any rates taxes assessments or outgoings of any nature whatsoever payable in respect of the Mansions and paid by the Lessor or Management Company
  - (iv) the full cost of employing caretakers cleaners and other staff or the like nature including the cost of clothing bonuses national insurance contributions pensions and the like
  - (v) the cost of insuring against third party risks in respect of the Mansions if such insurance is actually taken out

- (vi) the cost of preparing accounts and certificates relating to the calculation of the service charge
- (vii) interest and other costs of borrowing incurred by the Lessor or the Management Company when the actual expenditure of the Lessor or the Management Company in any financial year exceeds the income received
- (viii) the cost of managing the Mansions (other than costs relating to the sale of long leases or the collection of rent of the property or the letting on short leases of any flat) including the costs of employing managing agents and where the Lessor or the Management Company does not employ agents but acts itself reasonable remuneration for all costs of management including time and trouble expended
- (ix) All other reasonable expenses (if any) incurred by the Lessor or Management Company about the maintenance and proper and convenient management and running of the Mansions

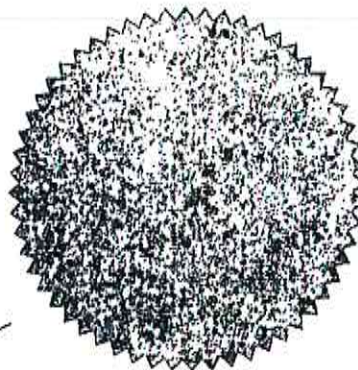
I N W I T N E S S whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE COMMON SEAL of LANELAND ESTATES"  
LIMITED was hereunto affixed in the  
presence of :-

Director



Secretary

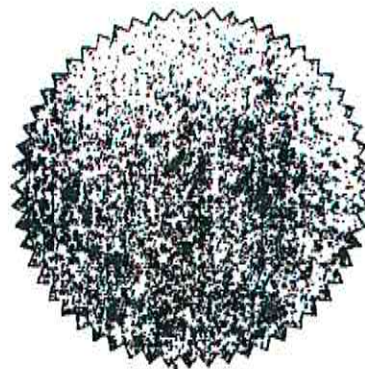


THE COMMON SEAL OF PRINCES PARK MANAGEMENT  
COMPANY LIMITED was hereunto affixed in  
the presence of :-

Director



Secretary



SIGNED SEALED and DELIVERED by  
the said NEIL SHARROCKS  
in the presence of :-



PLAN REFERRED TO ~



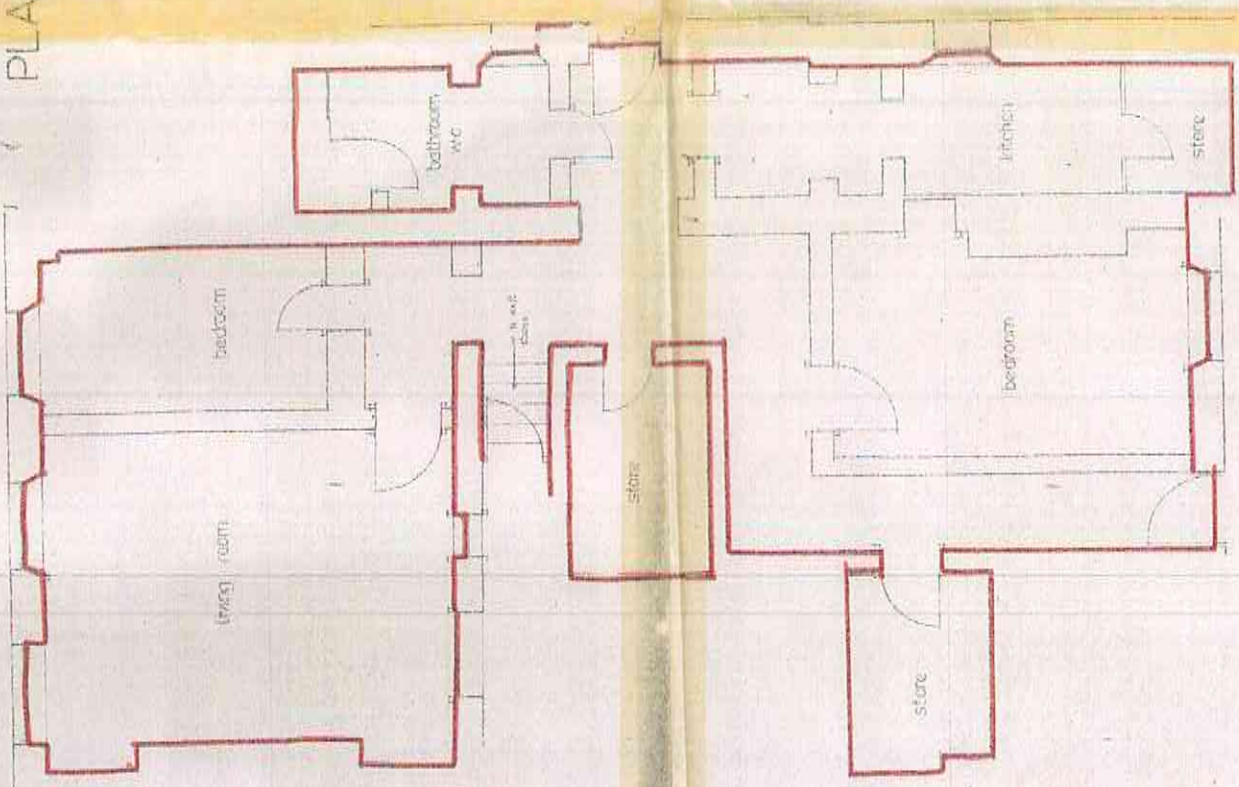
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LOCATION PLAN

FLAT IN	PARK MANSIONS
LIVERPOOL 8	
SCALE 1:50	DATE JAN 95
THOMSON & WILKINSON	
CHARTERED SURVEYORS	
17, COOK ST	
LIVERPOOL L7 9JX	
Telephones 236 6721	

*Handwritten signatures and initials.*



BASEMENT

