

DATED

4<sup>th</sup> August

2009

**THREE RIVERS DISTRICT COUNCIL**

– to –

**MOHAMED IQBAL ASARIA AND OTHERS**  
**as Trustees of the Battlers Well Foundation**

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**COUNTERPART L E A S E**

of

Land at  
Woodcock Hill Cemetery  
Harefield Road, Rickmansworth Herts

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*Anne E Morgan LLB  
Solicitor to the Council  
Three Rivers District Council  
Three Rivers House  
Northway  
Rickmansworth  
Hertfordshire WD3 1RL*

**H M LAND REGISTRY**

**LAND REGISTRATION ACT 2002**

Administrative Area : Hertfordshire – Three Rivers

Title Number out of which Lease is granted : P76620

Property let : Land known as Section J Plots 1-200  
(inclusive) at Woodcock Hill Cemetery  
Harefield Road Rickmansworth  
Hertfordshire

**THIS LEASE** made the 7th day of August Two thousand and nine

**B E T W E E N**

**THREE RIVERS DISTRICT COUNCIL** of Three Rivers House Northway Rickmansworth Hertfordshire WD3 1RL (hereinafter called "the Landlord") of the one part and **MOHAMED IQBAL ASARIA** of 385 Pinner Road North Harrow Middlesex **DR NIZAR MERALI** of 12 Wolsey Road Moor Park Northwood Middlesex **MUSTAFA WALJI** of 14 Holmdene Road North Harrow Middlesex **RIAZ ESMAIL** of Fairview Pharmacy 293-295 Burnt Oak Broadway Edgware Middlesex HA8 5ED and **MUKHTAR MANJI** of 57 Chester Road Northwood Middlesex HA6 1BG **THE TRUSTEES OF THE BATTLERS WELL FOUNDATION** of BWF PO Box 110 Harrow Middlesex HA2 6RH (Registered Charity Number 328421) (hereinafter called the "Tenant") of the other part

**WITNESSETH** as follows:-

**1. DEFINITIONS**

In this Deed unless there be something in the subject or context inconsistent therewith:-

1. (1)(a) Where there are two or more persons included in the expression "the Tenant" covenants contained in this Deed which are expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally
1. (1)(b) Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall also include all instruments

orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom

1. (2) The expressions following shall have the meanings hereinafter mentioned (that is to say):-

1. (2)(a) "the Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted

1. (2)(b) "the Tenant" shall include its successors in title and in the case of an individual shall include his personal representatives

1. (2)(c) "the term" means the term of years hereby granted

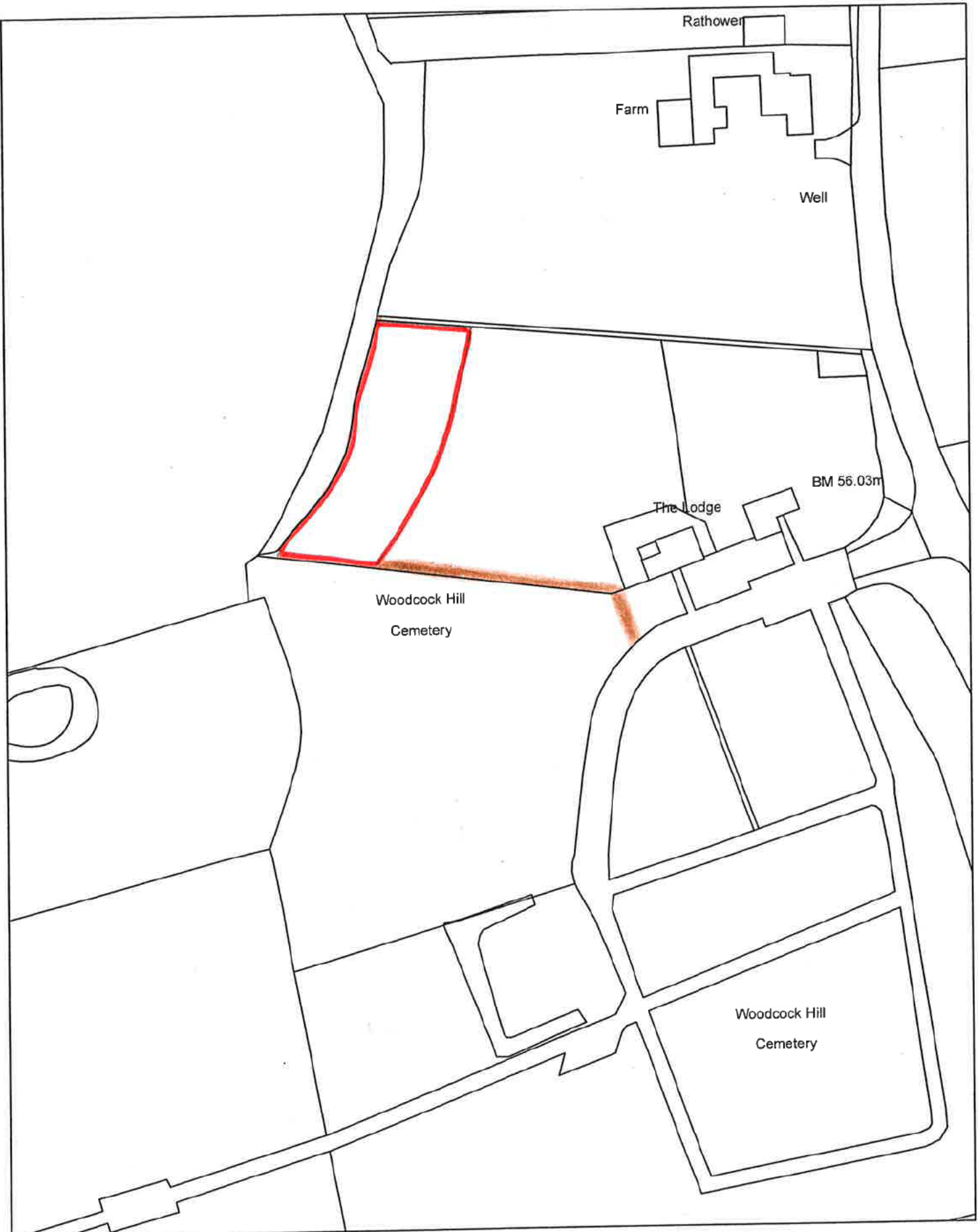
1. (2)(d) "the Demised Premises" means that part of the land unconsecrated ground or ground numbered Section J Plots 1-200 (inclusive) at Woodcock Hill Cemetery Harefield Road Rickmansworth Hertfordshire as is shown edged red on the plan annexed hereto and each and every part thereof together with the appurtenances thereto belonging and together and every part thereof now or hereafter erected thereon or any part thereof together with all additions alterations and improvements thereto which may be carried out during the term and shall also include all Landlord's fixtures and fittings (if any) from time to time in and about the same

1. (2)(e) "the loss of rent" means the loss of rent FIRST reserved and for the time being

1. (2)(f) "the Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Building and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning and Compensation Act 1991

1. (2)(g) "the prescribed rate" means a rate of interest being three per centum per annum over the base rate from time to time of National Westminster Bank plc or over such other rate as may from time to time replace the same

1. (2)(h) "Rules & Regulations & Fees" means the Three Rivers District Council Rules and Regulations for Woodstock Hill Cemetery adopted April 2002 and the landlords circular of Fees for interment and any subsequent amendment or change thereto including any subsequent amendment to Fee circular or Rules & Regulations as may



# Land at Woodcock Hill Cemetery, Rickmansworth

1:1,000

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be adopted by the Council or by their successors

1. (2)(i) "the cemetery" means Woodcock Hill Cemetery Harefield Road Rickmansworth Hertfordshire as the same is registered at the Land Registry under Title Number P76620

## 2. DEMISE AND RENTS

In consideration of the sum of SEVENTY NINE THOUSAND TWO HUNDRED POUNDS (£79,200) paid by the Tenant to the Landlord receipt of which the Landlord hereby acknowledges and of the rent and Tenant's covenants reserved and contained in this Lease the Landlord HEREBY DEMISES unto the Tenant ALL THAT the Demised Premises TOGETHER WITH the easements and other rights (if any) contained or referred to in the First Schedule hereto EXCEPT AND RESERVING as mentioned in the Second Schedule hereto TO HOLD the same SUBJECT to all rights easements and quasi-easements and privileges to which the Demised Premises are or may be subject unto the Tenant for a term of ONE HUNDRED AND TWENTY YEARS commencing on the 7<sup>th</sup> day of August Two thousand and nine YIELDING AND PAYING therefor during the term and in proportion for any time less than a year FIRST the clear YEARLY RENT of 1 POUND PEPPERCORN to be paid if demanded in every year clear of any deductions whatsoever the first payment to be made on the execution hereof SECONDLY on demand within sixty days of becoming due the monies referred to in Clause 3(2)(a) and (b) and Clause 3(3)(b) hereof AND THIRDLY on demand all costs charges and expenses which the Landlord may from time to time incur in connection with or procuring the remedying of any breach by the Tenant of any of the covenants on the part of the Tenant contained in these presents

## 3. TENANT'S COVENANTS

The Tenant to the intent that the obligations hereby created shall continue throughout the term HEREBY COVENANTS with the Landlord as follows:-

3. (1) **To pay rent** To pay the rents hereinbefore reserved at the times and in the manner aforesaid
3. (2)(a) **To pay such sum as may be due** to the Landlord as prescribed by the Rules and Regulations and the Landlord's fees circular and charges as may arise from time to time during the term of the Lease the cost of interment fees and other costs and charges as may arise and be prescribed by the Rules and Regulations and the fees circular of the Landlord.

3. (2)(b) Upon each and every burial to pay to the Landlord a sum equivalent to the prevailing cost of a burial at the date of burial less £393 (being the cost of a burial at the date of this Lease)
3. (3)(a) **To pay outgoings** To bear pay and discharge all existing and future rates taxes duties charge assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise of an annual or recurring nature except any tax resulting from any dealing with any interest reversionary to the interest hereby created) which now are or may at any time hereafter during the term be charged levied assessed or imposed upon the Demised Premises or upon the owner or occupier in respect thereof
3. (3)(b) To pay upon demand a fair and proportionate part (to be settled in case of dispute by reference to the arbitration of an independent surveyor appointed by the Landlord the cost of which shall be borne by the parties in the proportion so determined by such independent surveyor) of the cost of repairing maintaining cleansing and replacing all roadways pathways sewers drains gutters pipes lines and cables and electrical and water and other services and things which serve the Demised Premises jointly with other property of the Landlord
3. (4) **To service fixed equipment** At the request and costs of the Landlord to enter into such contracts as the Landlord may reasonably consider advisable with persons of repute previously approved in writing by the Landlord for the regular maintenance of any apparatus from time to time in and about the Demised Premises
3. (5)(a) **To keep premises clean and tidy** At all times during the term to keep the Demised Premises in a clean and tidy condition and clear of all rubbish weeds scrub and litter and graffiti
3. (5)(b) **Trees** Not to cut down destroy lop or top any trees shrubs or bushes growing on or overhanging the Demised Premises or permit or suffer any person under the Tenant's control to do so without the written consent of the Landlord
3. (6) **Graffiti** If the Tenant fails to take immediate action to remove or obliterate any graffiti from the exterior of the Demised Premises the Landlord shall be entitled upon giving twenty four hours prior notice to the Tenant to take all necessary steps to remove or obliterate the same and if necessary may enter upon the Demised Premises for this purpose at the Tenant's risk and the cost thereof shall be a debt due from the

Tenant to the Landlord and be forthwith recoverable by action or by distress as for rent in arrear

3. (7) **Not to introduce dangerous things**

3. (7)(a) Not to bring or permit to be brought into the Demised Premises or to place or store or permit to be placed or stored or to remain in or about the Demised Premises any article or thing (other than petrol or diesel oil required in the business carried on by the Tenant at the Demised Premises provided the same are kept under stable conditions in suitably safe containers) which is or may become dangerous offensive combustible inflammable radio-active or explosive and not to carry on or do or permit to be carried on or done thereon any hazardous trade or act in consequence of which the Landlord would or might be prevented from insuring the Demised Premises or any other adjoining property for the time being owned by the Landlord at the ordinary rate of premium or whereby any insurance effected in respect of the Demised Premises or on such other property would or might be vitiated or prejudiced and not to do or allow to be done anything whereby any additional premium may become payable for the insurance of the Demised Premises or any such other property

3. (7)(b) in the event of the Demised Premises or any part thereof being destroyed or damaged by any peril or risk or whatsoever to give notice thereof to the Landlord as soon as such destruction or damage shall come to the notice of the Tenant

3. (7)(c) In the event of the Demised Premises or any adjoining premises of the Landlord or any part thereof being destroyed or damaged by any of the insured risks and the insurance monies under any insurance against the same effected thereon by the Landlord being wholly or partly irrecoverable by reason solely or in part by any act or default of the Tenant or the Tenant's servants agents or invitees then and in every such case the Tenant will forthwith pay to the Landlord the whole or (as the case may require) the irrecoverable portion of the cost (including professional and other fees) of completely rebuilding and reinstating the same

3. (8) **Not to harm drains** Not to allow to pass into the sewers drains or watercourses serving the Demised Premises any noxious or deleterious effluent or other substance which might cause any obstruction or injury and forthwith to make good all such damage to the entire satisfaction of the Landlord's Surveyors

3. (9)(a) **Not to use otherwise than for specified purposes** Not to hold or permit or suffer to be held on the Demised Premises any sale by auction or public exhibition or public show or spectacle or political meetings or gambling and not to carry on use or

permit the Demised Premises to be used for any noisy noisome offensive or dangerous trade manufacture business or occupation nor for any illegal or immoral purpose not to do or suffer to be done on the Demised Premises any act or thing whatsoever which in the reasonable opinion of the Landlord may be or tend to become an annoyance nuisance damage disturbance or inconvenience to the Landlord or to the owners or occupiers of any adjoining or neighbouring premises or any of them and not to use or permit the Demised Premises to be used otherwise than for burial purposes for all persons of the Muslim faith

3. (9)(b) to use and occupy the Demised Premises in accordance with the Rules and Regulations of the Landlord
3. (10) To provide such security arrangements for the protection of the Demised Premises as the Landlord may reasonably require
3. (11)(i) to keep all refuse materials and rubbish in a container or containers of the kind and in the location specified by the Landlord or its agents and if the Local Authority shall not provide a service or a sufficient service for the collection thereof to prepare for collection in the manner and at times and places specified by the Landlord or its Agents for the collection thereof and not to burn materials or rubbish of any kind in or about the Demised Premises or other parts of the Landlord's adjoining property
3. (11)(ii) not to place or store or permit or suffer to be placed or stored in or on any part of the cemetery any goods or articles of any description whatsoever or to obstruct the cemetery in any way but at all times to keep the same free and unobstructed
3. (11)(iii) not to park or permit or suffer to be parked any motor or other vehicle so that any means of access to the Demised Premises or any adjoining premises of the Landlord is blocked or inconvenienced or so that access by others is precluded hindered or inconvenienced or so that exhaust fumes are directed towards any buildings so as to cause a nuisance
3. (11)(iv) not to load or unload or receive delivery of or despatch any goods or permit or suffer the same to be loaded unloaded delivered or despatched otherwise than in the areas designated by the Landlord from time to time
3. (12)(a) **Not to make alterations** Not to make or permit or suffer to be made any structural alterations or additions whatsoever to the Demised Premises



3. (12)(b) subject always to paragraph (a) hereof not to cut remove divide alter main or injure the Demised Premises nor merge (nor permit or suffer any of the foregoing to occur) the Demised Premises with any adjoining premises or make or permit or suffer to be made any alterations or additions to the Demised Premises except with the previous consent in writing of the Landlord and in accordance with the drawings and specifications previously submitted to and approved in writing by the Landlord's Surveyors Provided Always that the Landlord may as a condition of giving any such consent require the Tenant to enter into such covenants with the Landlord as the Landlord may require in regard to the execution of any such works and the reinstatement of the Demised Premises at the end or sooner determination of the term (howsoever the same may be determined) or otherwise
3. (13) **Not to prejudice easements** Not by building or otherwise to obstruct any access of light enjoyed to the cemetery or interest whereof in possession or reversion now is or hereafter may be in the Landlord or in any person in trust for it not permit any new wayleave easement right privilege or encroachment to be made or acquired into against or upon the Demised Premises and in case any such easement right privilege or encroachment shall be made or attempted to be made to give immediate notice thereof to the Landlord and to permit the Landlord and its agents to enter upon the Demised Premises for the purpose of ascertaining the nature of any such easement right privilege or encroachment and at the request and cost of the Landlord to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement right privilege or encroachment
3. (14) **Not to make claims** Not at any time during the term to bring any action or make any claim or demand on account of any injury to the Demised Premises in consequence of the erection of any building or the alteration of any building or any land adjacent neighbouring or opposite to the Demised Premises for which the Landlord shall have given its consent or for which the Landlord may give its consent pursuant to any power reserved by this Deed or in respect of any easement right or privilege granted or to be granted by the Landlord for the benefit of any land or building erected or to be erected on any land adjacent neighbouring or opposite to the Demised Premises and (if required) to concur with the Landlord at its expense in any consent which it may give or any grant which it may make as hereinbefore mentioned
3. (15) **To obtain permission for signs** Not at any time during the term to affix or exhibit or permit to be affixed or exhibited in or upon any part of the Demised Premises any bill placard advertisement flashlight or other sign which shall be visible from the

outside of the Demised Premises except such as shall previously have been approved in writing by the Landlord such approval not to be unreasonably withheld

3. (16)(a) **Alienation** Not to assign underlet mortgage charge share or part with the possession or use or occupation of part only of the Demised Premises or underlet or (save by way of assignment as hereinafter mentioned) part with the possession or use or occupation of the whole of the Demised Premises PROVIDED ALWAYS the use of the Demised Premises as a burial ground or the sale of plots will not be deemed to contravene this clause
3. (16)(b) Not to assign the whole of the Demised Premises without the consent in writing of the Landlord first obtained which consent shall not be unreasonably withheld
3. (16)(c) Within twenty-eight days of any assignment transfer vesting deed or assent charge or mortgage transmission or other devolution of the title of or relating to the Demised Premises to produce to the Landlord's Solicitor a certified copy of such deed or document or other evidence of the devolution and to pay a registration fee of twenty pounds on each such occasion
3. (17) **To pay Landlord's costs** To pay to the Landlord on demand all reasonable costs charges and expenses (including but without prejudice to the generality of the foregoing Solicitor's costs Counsel's Architect's and Surveyor's professional fees and commission payable to a bailiff) properly incurred by the Landlord:-
  3. (17)(a) incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 and/or in contemplation of any proceedings under Section 146 or 147 of the said Act (whether or not any right of re-entry or forfeiture has been waived by the Landlord or a notice served under the said Section 146 is complied with by the Tenant or the Tenant has been relieved under the provisions of the said Act and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court) and to keep the Landlord fully indemnified against all costs charges expenses claims and demands whatsoever in respect of the said proceedings and the preparation and service of the said notice
  3. (17)(b) incidental to or in contemplation of the preparation and service of a Schedule of Dilapidations at any time during or after the expiration of the term (but relating in all cases only to dilapidations which occurred prior to the expiration) or sooner determination of the term howsoever the same may be determined

3. (17)(c) in connection with or procuring the remedying of any breach of covenant on the part of the Tenant contained in these presents
3. (17)(d) incidental to the grant of this Lease and the stamp duty land tax (if any) on the Counterpart hereof but such sum shall not exceed £500 in respect of Solicitor's costs and £100 in respect of Surveyor's fees
3. (18) **To observe statutory requirements** At all times and from time to time and at its own expense to execute all works as are or may under or in pursuance of any Act of Parliament (including but without prejudice to the generality of the foregoing the Offices Shops and Railway Premises Act 1963 and the Factories Act 1961 and Fire Precautions Act 1971 and the Health and Safety at Work etc Act 1974) already or hereafter to be passed be directed or required to be done or executed upon or in respect of the Demised Premises or the Tenant's user thereof whether by the owner and/or the Landlord and/or the Tenant thereof and to comply with all notices which may be served by the Public Local or Statutory Authority and not to do or permit to be done on the Demised Premises any act or thing whereby the Landlord may become liable to pay any penalty imposed or to bear the whole or any part of any expenses incurred under any such Act instrument regulation order or direction as aforesaid and at all times to save harmless and keep indemnified the Landlord against all claims demands costs expenses and liability in respect of the foregoing
3. (19)(a) **Planning** At all times during the term to comply in all respects with the Planning Acts and to keep the Landlord indemnified in respect thereof
3. (19)(b) not to implement any planning permission until the same has been submitted to and approved in writing by the Landlord
3. (19)(c) unless the Landlord shall otherwise direct to carry out before the expiration or determination of the term (howsoever the same may be determined) any works stipulated to be carried out to the Demised Premises by a date subsequent to such expiration or sooner determination as a condition of any planning permission which may have been granted to and commenced to have been implemented by the Tenant
3. (19)(d) forthwith after receiving notice of the same to give full particulars to the Landlord of any notice or proposal for a notice or order or proposal for an order made given or issued to the Tenant by any competent authority under or by virtue of the Planning Acts affecting or capable of affecting the Demised Premises and if so required by the Landlord to produce such notice order or proposal to the Landlord

3. (19)(e) at the request of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any proposal for such a notice or order as the Landlord shall deem expedient
3. (19)(f) if called upon so to do to produce to the Landlord all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this clause have been complied with
3. (20) **To inform Landlord of notices** Upon becoming aware of the happening of any occurrence or upon the receipt of any notice order requisition direction or other thing which may be capable of adversely affecting the Landlord's interest in the Demised Premises the Tenant shall forthwith at its own expense deliver full particulars or a copy thereof to the Landlord
3. (21) **To inform the Landlord of defects** To inform the Landlord immediately in writing upon becoming aware of any defect in the Demised Premises which might give rise to a duty imposed by common law or statute on the Landlord in favour of the Tenant or any other person
3. (22) **To indemnify Landlord** To indemnify the Landlord in respect of:-
  3. (22)(a) all actions proceedings costs claims and demands which might be made by any tenant occupier adjoining owner or any other person whatsoever or any competent authority which may be incurred by reason of:-
    3. (22)(a)(i) any use of the Demised Premises or any defects in the Demised Premises or in the execution of any alterations or additions to the Demised Premises
    3. (22)(a)(ii) any interference or obstruction of any right of light air drainage or other right now existing for the benefit of any adjoining or neighbouring property
3. (23) **Applications for consent** Upon making an application for any consent or approval which is required under this Deed the Tenant shall disclose to the Landlord such information as the Landlord may reasonably require and shall pay on demand the Landlord's reasonable legal expenses and Surveyor's fees (including disbursements and stamp duty land tax) on all licences and the duplicate copies thereof resulting from all such applications by the Tenant

3. (24) **Yielding up** Immediately prior to the expiration or sooner determination of the term at the costs of the Tenant:-
3. (24)(a)(i) to replace any of the Landlord's fixtures and fittings which shall be missing broken damaged or destroyed with others of a similar character and of equal value
3. (24)(a)(ii) to remove every moulding sign writing or painting of the name or business of the Tenant or other occupiers from the Demised Premises making good to the satisfaction of the Landlord all damage caused by either such removal
3. (24)(a)(iii) if so requested by the Landlord to remove and make good all alterations or additions made to the Demised Premises at any time during the term
3. (24)(b) At the expiration or sooner determination of the term (howsoever the same be determined) quietly to yield up to the Landlord the Demised Premises in such good and substantial repair and condition as shall be in accordance with the covenants on the part of the Tenant herein contained together with all fixtures and fittings improvements and additions which now are or may at any time hereafter be in or about the Demised Premises (but excepting Tenant's fixtures and fittings)
3. (25) **To pay VAT** To pay the Landlord such amount of Value Added Tax at the rate for the time being in force as shall be legally payable in respect of all monies covenanted to be paid by the Tenant under the terms of these presents and in every case where in these presents the Tenant covenants to pay an amount of money such amount shall be regarded as being exclusive of all Value Added Tax which may from time to time be legally payable thereon
3. (26) Within seven days of (1) sale of any plot and (2) burial the Tenant shall provide to the Landlord full particulars of the following:-
- (i) plot number
  - (ii) date of burial
  - (iii) names of the deceased in full
  - (iv) age of the deceased and address
  - (v) grave number if different from plot number
  - (vi) any other relevant particulars which the Landlord may reasonably request
  - (vii) full details of the above are to be given by a duly authorised officer of the Tenant and duly signed by such officer

3. (27) Within seven days of written notice being given to the Tenant or any of the trustees by the Landlord the Tenant shall provide full written details of plot sales since the commencement of the Lease or for such period as may be requested in writing by the Landlord including the sale price or other fee charge for Interment and full details of any costs associated with the costs of burial including evidence of invoices rendered to the paying party (as may be reasonably requested by the Landlord)
3. (28) The Tenant covenants not to sell or grant option lease or dispose of any grave space for any profit but dispose of such interest only at cost and in accordance with the Rules and Regulations and Fees. The Tenant covenants not to pre-sell any grave space
3. (29) To put in force adequate public liability insurance to cover the Demised Premises on an annual basis and to produce to the Landlord on demand a copy of such a policy

#### 4. **LANDLORD'S COVENANTS**

The Landlord HEREBY COVENANTS with the Tenant as follows:-

4. (1) **Quiet enjoyment** that the Tenant shall and may peaceably hold and enjoy the Demised Premises during the term without any lawful interruption by the Landlord or any person rightfully claiming through under or in trust of it
4. (2) **To keep** the grassed areas of and footpaths on the Demised Premises and all approach roads leading to the Demised Premises throughout the term in good repair and condition

#### 5. **PROVISOS**

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

5. (1) **Forfeiture** That if the rent hereby reserved or any part thereof shall at any time be in arrear for thirty days after the same shall have become due (whether formally demanded or not) or if there shall be any breach of any of the covenants on the part of the Tenant contained in these presents or if the Tenant shall commit any act of bankruptcy or shall compound with creditors or shall suffer any distress or execution to be levied on the Demised Premises or the contents thereof or being a company shall go into liquidation whether voluntary or compulsory (otherwise than a voluntary

liquidation of a solvent company for the purpose of amalgamation or reconstruction) or if a Receiver shall be appointed of its undertaking then and in any such case it shall be lawful for the Landlord at any time thereafter into and upon the Demised Premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in their former estate and thereupon the term shall absolutely cease and determine but without prejudice to any antecedent breach of any of the covenants by the Tenant contained in these presents

5. (2) **No implied easements** That nothing herein contained shall by implication of law or otherwise operate or be deemed to confer upon the Tenant any easement right or privilege whatsoever over or against any adjoining or neighbouring property which now or hereafter shall belong to the Landlord either for an estate in fee simple or for a term of years or which would or might restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or neighbouring property as it may deem fit without obtaining any consent from or making any compensation to the Tenant
5. (3) **No restrictions on adjoining property** That nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or building not comprised in this Deed or give the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any purchaser from or by any lessee or occupier of the Landlord in respect of property not comprised in this Deed or to prevent or restrict in any way the development of any land not comprised in this Deed but not so as substantially to interfere with or affect the quiet enjoyment and use of the Demised Premises by the Tenant
5. (4) **No compensation** Except where any Act of Parliament prohibits or modifies the right to compensation being excluded or reduced by agreement the Tenant shall not be entitled on quitting the Demised Premises or any part thereof to claim any compensation from the Landlord under the Landlord and Tenant Act 1954 or any other Act of Parliament whether enacted before or after the date hereof
5. (5) **Cesser of rent** In case the Demised Premises or any part thereof shall at any time during the term be so damaged or destroyed by any of the insured risks as to render the Demised Premises unfit for occupation and use in accordance with the terms and provisions of these present then (unless the insurance money payable under any policy of insurance effected or caused to be effected by the Landlord shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant or any person deriving title under the Tenant or any of its servants agents

licensees or invitees) the rents hereinbefore reserved and for +the time being payable hereunder or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for occupation and use or until the loss of rent insurance effected or caused to be effected by the Landlord shall be exhausted (whichever shall be the earlier) and any dispute with reference to this proviso shall be referred to arbitration in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

5. (6) **Notices** The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated herein
5. (7) **Demand for Rent** No demand for or acceptance of rent by the Landlord or its agent with knowledge of a breach of any of the covenants on the part of the Tenant contained in these presents shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach of covenant and the Tenant and any person taking any estate or interest under or through the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Landlord or its agent as a defence in action for forfeiture or otherwise provided however that this provision shall have effect in relation only to a demand for or acceptance of rent during such period as may be reasonable for enabling the parties hereto to carry on negotiations for remedying the said breach once the Landlord or its agent has received knowledge thereof
5. (8) **Disputes** that any dispute doubt difference question or complaint that may arise between the Tenant or the occupier of any other premises forming part of the cemetery shall be submitted to the decision of the Landlord or its agents to the intent that the decision of the Landlord or its agents in relation thereto shall be final and binding (save in the case of manifest error) on all the parties to the dispute difference or question
5. (9) That the Demised Premises will as a result of this Lease be held by the Tenant in trust for Battlers Well Foundation a non-exempt charity and the restrictions on disposition imposed by Section 36 of the Charities Act 1993 will apply to the Demised Premises (subject to Section 36(9) of that Act)
6. This Lease is a new tenancy for the purposes of Section 1 of the Landlord and Tenant (Covenants) Act 1995



7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction in respect of which the amount or value on the aggregate amount or value of the consideration exceed £150,000

IN WITNESS whereof this Lease has been duly executed as a Deed by the parties hereto the day and year first before written

**THE FIRST SCHEDULE before referred to  
Easements and other rights included in the demise**

- (1) In common with the Landlord and all others entitled thereto to pass and repass with or without vehicles over the entrance way to the cemetery roads and all approach roads leading to the Demised Premises
- (2) In common with the Landlord and all others entitled thereto to pass and repass on foot only over and along the footpath shown coloured brown on the plan annexed to this Lease at all times and for all purposes connected with the use of the Demised Premises for burial purposes but not for any other purpose
- (3) In common as aforesaid the right to the free passage and running of water soil gas electricity and other services as may exist at the time of grant from and to the Demised Premises through the drains sewers pipes wires and conduits constructed in or under the Landlord's adjoining property) together with the right at all reasonable times and (except in emergency) after giving reasonable notice to enter thereon for the purposes of inspecting maintaining repairing and replacing the same
- (4) In common as aforesaid the right to park motor vehicles in such part or parts of the cemetery as the Landlord may from time to time designate in accordance with the Rules and Regulations

A. E. Morgan  
Solicitor to  
Three Rivers  
District  
Council  
authorised by  
Juma Law  
Practice  
M. I. Asana  
& others  
(Trustees of  
Battlers  
Well  
Foundation)

**THE SECOND SCHEDULE before referred to  
Exceptions and Reservations out of the demise**

- (1) Unto the Landlord the right to erect or to consent hereafter to any person erecting a new building or to alter any building for the time being on any land adjoining neighbouring or opposite to the Demised Premises notwithstanding that such alterations or erection may diminish the access of light and air enjoyed by the Demised Premises and the right to deal with any property adjoining opposite or near to the Demised Premises as it may think fit

- (2) Unto the Landlord its servants agents and licensees at all reasonable times so far as may be necessary or desirable with or without workmen the right on giving reasonable notice (except in emergency) to the Tenant to enter and remain upon the Demised Premises with all necessary tools appliances and materials (making good all damage occasioned thereby the Demised Premises and the Tenant's chattels thereon) for the purpose of repairing altering or rebuilding any adjoining or contiguous premises belonging to the Landlord and to cleanse empty and repair any of the sewers drains and gutters belonging to the same (but not so as to materially impair the Tenant's reasonable use and enjoyment of the Demised Premises)
- (3) Unto the Landlord its lessees and tenants and other the owners and occupiers of the adjoining or neighbouring property the right of passage and running of water and soil gas and electricity or other services or supplies from and to such adjoining or neighbouring property through such of the sewers drains conduits gutters watercourses pipes cables wires and mains serving such adjoining and neighbouring property which now are or may within a period of eighty years from the date of the Deed be in or under the Demised Premises and the right to enter upon the Demised Premises for the purpose of inspecting repairing renewing relaying cleansing maintaining and connecting up to any such existing or future sewers drains conduits gutters watercourses pipes cables wires and mains

SIGNED as a DEED AND DELIVERED by )  
the said **MOHAMED IQBAL ASARIA** in the )  
presence of:-

witness  
signature : [REDACTED]  
witness  
name : M. TEJANI  
(BLOCK  
LETTERS)  
address : [REDACTED]  
HARROW  
[REDACTED]

occupation : BOOK-KEEPER

SIGNED as a DEED AND DELIVERED by )  
the said **DR NIZAR MERALI** in the presence )  
of:-

witness  
signature : [REDACTED]  
witness  
name : M. TEJANI  
(BLOCK  
LETTERS)  
address : [REDACTED]  
HARROW  
[REDACTED]

occupation : BOOK-KEEPER

SIGNED as a DEED AND DELIVERED by )  
the said **MUSTAFA WALJI** in the presence )  
of:-

witness  
signature : [REDACTED]  
witness  
name : M. TEJANI  
(BLOCK  
LETTERS)  
address : HANROW  
[REDACTED]  
occupation: BROOK-KEEPER

SIGNED as a DEED AND DELIVERED by )  
the said **RIAZ ESMAIL** in the presence of:- )

witness  
signature : [REDACTED]  
witness  
name : M. TEJANI  
(BLOCK  
LETTERS)  
address : HANROW  
[REDACTED]  
occupation: BROOK-KEEPER

SIGNED as a DEED AND DELIVERED by )  
the said **MUKHTAR MANJI** in the presence )  
of:-

witness  
signature : [REDACTED]  
witness name : M. TEJANI  
(BLOCK  
LETTERS)  
address : HANROW  
[REDACTED]  
occupation: BROOK-KEEPER