



**CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher
Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma**

Unit 17 – Conveyancing

Case study materials

January 2025

Information for candidates

- You should familiarise yourself with these case study materials before the examination, taking time to consider the themes raised in the materials.
- You should consider the way in which your knowledge and understanding relate to these materials.
- In the examination, you will be presented with a set of questions which will relate to these materials.
- You may discuss these materials with your tutor(s).

Instructions and information to candidates during the examination

- You are allowed to take your own clean/unannotated copy of this document into the examination. Alternatively, you can access the electronic version of this document in the examination.
- You are **not** allowed access to any statute books in the examination.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

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ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempstons, The Manor House, Bedford, MK42 7AB. You have just started work in the Property Department and your supervising partner is Susan Shah.

Susan Shah acts for Mr and Mrs Attara in their proposed sale and purchase. Susan has asked you to take over the day-to-day conduct of their matters. She has sent you the following documents.

Document 1: Memorandum dated 17 December 2024

Document 2: Attendance note dated 16 December 2024

Document 3: Conveyance dated 9 April 1975 made between Felicity Cartwright (1) and David Garside (2) in relation to 221 Newton Way, Truro, Cornwall TR1 1AT

Document 4: Conveyance dated 16 September 1981 made between David Garside (1) and James Attara (2) in relation to 221 Newton Way, Truro, Cornwall TR1 1AT

Document 5: Deed of Conveyance by way of Gift dated 14 March 1987 made between James Attara (1) and Kofi Attara and Grace Attara (2) in relation to 221 Newton Way, Truro, Cornwall TR1 1AT

Document 6: Mortgage Deed dated 20 October 1987 made between Kofi Attara and Grace Attara (1) and Halifax Building Society (2) in relation to 221 Newton Way, Truro, Cornwall TR1 1AT

Document 7: Official Copy of the Register for Flat 1, 29 Highgrove Road, Truro, Cornwall TR5 4JB

Document 8: Extract from the lease of Flat 1, 29 Highgrove Road, Truro, Cornwall TR5 4JB

DOCUMENT 1

MEMORANDUM

To: Trainee lawyer

From: Susan Shah

Date: 17 December 2024

Subject: Grace and Kofi Attara
Sale of 221 Newton Way, Truro, Cornwall TR1 1AT (**Newton Way**) and purchase of Flat 1,
29 Highgrove Road, Truro, Cornwall TR5 4JB (**Flat 1**)

I act for Grace and Kofi Attara, a married couple. Our clients are selling their current home, Newton Way, which is a freehold property they have lived in for many years, and will be buying Flat 1, which is a leasehold flat built in recent years with a large garden. Our clients have decided that Newton Way is too large for them to live in now and needs too much work done to it so they want to move to a smaller property that is not in need of such extensive work.

I attach a copy of my attendance note dated 16 December 2024 (**Document 2**).

The title to Newton Way is unregistered and I attach photocopies of four title documents that the Attaras have given to me (**Documents 3, 4, 5 and 6**).

The title to Flat 1 is registered and I have obtained a copy of the register (**Document 7**) and a copy of the registered lease (an extract from which is shown as **Document 8**).

Despite Newton Way being a larger property than Flat 1, the sale price of Newton Way is less than the purchase price of Flat 1 due to the extent of the modernisation work needed at Newton Way. As such, our clients need to borrow a small amount of money in order to purchase Flat 1. I am in receipt of a mortgage offer from National Westminster Bank plc in this regard and we are instructed to act for it in this matter.

I have received an email from Estates LLP, the sellers' lawyer in relation to Flat 1, confirming adoption of the Law Society Conveyancing Protocol (**the Protocol**). Our firm also adopts the Protocol.

I would like you to take over the day-to-day conduct of our clients' matters.

Susan

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ATTENDANCE NOTE

Date: 16 December 2024

Time engaged: 36 minutes

Attending: Susan Shah

Clients' full names: Grace Attara and Kofi Attara

Address: 221 Newton Way, Truro, Cornwall TR1 1AT

Telephone number: 01872 586 142

Details of sale

Property to be sold: 221 Newton Way, Truro, Cornwall TR1 1AT

Sale price: £675,000

Fixtures and fittings: Garden shed to be purchased by the buyer for an additional £2,000.

Buyer: Grayson's Builders Limited, registered office at 111 Parsons Way, Truro, Cornwall TR4 7HJ

Buyer's lawyer: Jones and Chapman LLP, 119 Fortune Close, Truro, Cornwall TR4 4LF (Rachael Hart acting)

Mortgage: No outstanding mortgage as this was paid off in 1999.

Costs, etc.: Fixed fee quoted of £550 plus VAT and disbursements. Client care and complaints procedure dealt with and an appropriate engagement letter sent. **[Note to candidates: not supplied.]**

Action taken: Initial correspondence sent to buyer's lawyer informing them that we will be adopting the Protocol and asking them to confirm their instructions.

Details of purchase

Property: Flat 1, 29 Highgrove Road, Truro, Cornwall TR5 4JB

Sellers: Martin Phelps and Salma Phelps

Sellers' lawyer: Estates LLP, 30 The Mount, Truro, Cornwall TR3 9NM (Harry Kemp acting)

Purchase price: £750,000

CASE STUDY MATERIALS

Contents:	All carpets and curtains included in the purchase price.
Mortgage:	Application to National Westminster Bank plc for a £75,000.00 loan. We are instructed to act on its behalf.
Survey:	Satisfactory survey received.
Completion date:	Probably end of February 2025.
Linked transaction:	Yes. The sale and the purchase need to complete simultaneously.
Finance:	Deposit of £75,000 is to be paid from the £67,500 deposit paid by the buyer on the sale of Newton Way plus £7,500 from Mr and Mrs Attara's savings. Remainder of purchase price is to be funded by the sale proceeds from Newton Way together with the National Westminster Bank plc loan. Fees and disbursements to be paid by Mr and Mrs Attara from savings.
Costs, etc.:	Fixed fee quoted of £850 plus VAT and disbursements. Client care and complaints procedure dealt with and an appropriate engagement letter sent. [Note to candidates: not supplied.]
Other matters:	Flat 1 is on the ground floor of a small block of residential flats in Truro, and has a large garden. The building is in an attractive location in Cornwall with views over the nearby river.

Mrs Attara has always wanted to run a small pop-up café, selling her homemade cakes. The Attaras are considering opening up their large garden at Flat 1 to the public each afternoon and running a café. No works would be needed to the property, or the garden, to operate it as a small pop-up café.

Mr Attara has a daughter, Maya, from an affair that he had many years ago. Mrs Attara knows about Maya and treats her as a daughter. Mr Attara wants to be able to ensure that Maya is provided for after his death.

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DOCUMENT 3

Conveyance dated 9 April 1975 made between Felicity Cartwright (1) and David Garside (2) in relation to 221 Newton Way, Truro, Cornwall TR1 1AT

THIS CONVEYANCE is made the 9th day of April One Thousand Nine Hundred and Seventy Five between **FELICITY CARTWRIGHT** of 221 Newton Way, Truro, Cornwall TR1 1AT (hereinafter called “the Vendor”) of the one part and **DAVID GARSIDE** of 14 Crystal Way, Truro, Cornwall TR3 8FG (hereinafter called “the Purchaser”) of the other part.

WHEREAS

The Vendor is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances and has agreed to sell the same to the Purchaser at the price of sixteen thousand pounds (£16,000).

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the sum of sixteen thousand pounds paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchaser **ALL THAT** piece of land together with the dwelling house erected thereon situate at and known as 221 Newton Way, Truro, Cornwall TR1 1AT more particularly delineated on the plan annexed to a Conveyance made 30 March 1964 between Haven Homes (Cornwall) Limited of the one part and Stella Cruise of the other part **TO HOLD** unto the Purchaser in fee simple subject to the covenants conditions and stipulations contained mentioned or referred to in a Conveyance made 18 December 1962 between Joshua Cohen of the one part and Haven Homes (Cornwall) Limited of the other part.
2. The Purchaser (with the object of affording to the Vendor a full indemnity in respect of any breach of the said covenants conditions and stipulations but not further or otherwise) hereby covenants with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the said covenants conditions and stipulations and keep the Vendor and her estate and effects indemnified against all actions claims demands and liabilities in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced.
3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds twenty thousand pounds.

IN WITNESS whereof the parties hereto have set their hands and seals the day and year first before written.

SIGNED SEALED and DELIVERED }
 by the said **FELICITY CARTWRIGHT** }
 in the presence of }
Siegfried Dance
29 Barnes Lane, Truro, Cornwall TR7 3DF

Felicity Cartwright



SIGNED SEALED and DELIVERED }
by the said **DAVID GARSIDE** }
in the presence of }
Charles Green
16 High Len, Truro, Cornwall, TR1 5FG

David Garside



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DOCUMENT 4

Conveyance dated 16 September 1981 made between David Garside (1) and James Attara (2) in relation to 221 Newton Way, Truro, Cornwall TR1 1AT

THIS CONVEYANCE is made the 16th day of September One Thousand Nine Hundred and Eighty One between **DAVID GARSIDE** of 221 Newton Way, Truro, Cornwall TR1 1AT (hereinafter called “the Vendor”) of the one part and **JAMES ATTARA** of 99 High Road, Truro, Cornwall, TR9 7HB (hereinafter called “the Purchaser”) of the other part.

WHEREAS

The Vendor is seized of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances and has agreed to sell the same to the Purchaser at the price of twenty-four thousand pounds (£24,000).

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the sum of twenty-four thousand pounds paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchaser **ALL THAT** piece of land together with the dwelling house erected thereon situate at and known as 221 Newton Way, Truro, Cornwall TR1 1AT more particularly delineated on the plan annexed to a Conveyance made 30 March 1964 between Haven Homes (Cornwall) Limited of the one part and Stella Cruise of the other part **TO HOLD** unto the Purchaser in fee simple subject to the covenants conditions and stipulations contained mentioned or referred to in a Conveyance made 18 December 1962 between Joshua Cohen of the one part and Haven Homes (Cornwall) Limited of the other part.
2. The Purchaser (with the object of affording to the Vendor a full indemnity in respect of any breach of the said covenants conditions and stipulations but not further or otherwise) hereby covenants with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the said covenants conditions and stipulations and keep the Vendor and his estate and effects indemnified against all actions claims demands and liabilities in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced.
3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds twenty-five thousand pounds.

IN WITNESS whereof the parties hereto have set their hands and seals the day and year first before written.

SIGNED SEALED and DELIVERED }
 by the said **DAVID GARSIDE** }
 in the presence of }
Charles Green
16 High Len, Truro, Cornwall, TR1 5FG

David Garside



SIGNED SEALED and DELIVERED }
by the said **JAMES ATTARA** }
in the presence of }
Gregory Smith
291 Forbes Lane, Truro, Cornwall TR2 4DF

James Attara



DOCUMENT 5

Deed of Conveyance by way of Gift dated 14 March 1987 made between James Attara (1) and Kofi Attara and Grace Attara (2) in relation to 221 Newton Way, Truro, Cornwall TR1 1AT

THIS DEED OF CONVEYANCE BY WAY OF GIFT is made the fourteenth day of March One Thousand Nine Hundred and Eighty Seven between **JAMES ATTARA** of 221 Newton Way, Truro, Cornwall TR1 1AT (hereinafter called “the Donor”) of the one part and **KOFI ATTARA** and **GRACE ATTARA** of the same address (hereinafter called “the Donees”) of the other part.



WHEREAS

- (A) The Donor is seized of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances
- (B) The Donor is desirous of vesting the said legal estate in the property in the Donees by way of gift as hereinafter appears

NOW THIS DEED WITNESSETH as follows:

1. In consideration of his natural love and affection for the Donees the Donor as beneficial owner hereby conveys unto the Donees **ALL THAT** piece of land together with the dwelling house erected thereon situate at and known as 221 Newton Way, Truro, Cornwall TR1 1AT more particularly delineated on the plan annexed to a Conveyance made 30 March 1964 between Haven Homes (Cornwall) Limited of the one part and Stella Cruise of the other part **TO HOLD** unto the Donees in fee simple **SUBJECT TO** the covenants conditions and stipulations contained mentioned or referred to in a Conveyance made 18 December 1962 between Joshua Cohen of the one part and Haven Homes (Cornwall) Limited of the other part.
2. The Donees (with the object of affording to the Donor a full indemnity in respect of any breach of the said covenants conditions and stipulations but not further or otherwise) hereby jointly and severally covenant with the Donor that they the Donees and the persons deriving title under them will at all times hereafter observe and perform the said covenants conditions and stipulations and keep the Donor and his estate and effects indemnified against all actions claims demands and liabilities in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced.
3. It is hereby certified that this Deed falls within category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.

IN WITNESS whereof the parties hereto have set their hands and seals the day and year first before written.

SIGNED SEALED and DELIVERED }
 by the said **JAMES ATTARA** }
 in the presence of }
Gregory Smith
291 Forbes Lane, Truro, Cornwall TR2 4DF

James Attara



SIGNED SEALED and DELIVERED }
 by the said **KOFI ATTARA** }
 in the presence of }
Robert Pence
111 Thanesforth Road, Truro, Cornwall TR7 4DF

Kofi Attara



SIGNED SEALED and DELIVERED }
by the said **GRACE ATTARA** }
in the presence of }
Robert Pence
111 Thanesforth Road, Truro, Cornwall TR7 4DF

Grace Attara



HALIFAX BUILDING SOCIETY

MORTGAGE DEED dated: *20th October 1987* made between **KOFI ATTARA** and **GRACE ATTARA** (“the Borrowers”) both of 221 Newton Way, Truro, Cornwall TR1 1AT and **HALIFAX BUILDING SOCIETY** (“the Society”) whose chief office is Trinity Street, Truro, Cornwall.

1. The Borrowers are members of the Society and are bound by its rules so far as they are not inconsistent with or varied by this Deed.
2. The Society has paid to the Borrowers the advance mentioned below (“the Advance”) the receipt of which the Borrowers acknowledge.
3. The Borrowers as beneficial owners charge the property described below (“the Property”) by way of legal mortgage with the payment to the Society of the Advance, interest and other monies payable to the Society by the Borrowers or otherwise secured by this Deed. The legal right of redemption shall arise one calendar month after the date of this Deed and in favour of a purchaser the power of sale shall be exercisable from that date.
4. This Mortgage shall be the security for all further advances or sums becoming owing by the Borrowers to the Society in respect of the Property.
5. This Mortgage incorporates the Halifax Building Society Mortgage Conditions 1988 Edition which have been prescribed by the Board of Directors of the Society.

THE ADVANCE: £5,000

THE PROPERTY: The freehold land known as 221 Newton Way, Truro, Cornwall TR1 1AT more particularly delineated on the plan annexed to a Conveyance made 30 March 1964 between Haven Homes (Cornwall) Limited of the one part and Stella Cruise of the other part.

IN WITNESS whereof the Borrowers have set their hands and seals the day and year first before written.

SIGNED SEALED and DELIVERED }
by the said **KOFI ATTARA** }
in the presence of }

Robert Pence

111 Thanesforth Road, Truro, Cornwall TR7 4DF

Kofi Attara



SIGNED SEALED and DELIVERED }
by the said **GRACE ATTARA** }
in the presence of }

Robert Pence

111 Thanesforth Road, Truro, Cornwall TR7 4DF

Grace Attara



HALIFAX BUILDING SOCIETY hereby acknowledge to have received all monies intended to be secured by the within written deed, in witness whereof the Common Seal of the Society is hereunto affixed this 12th day of April 1999 by order of the Board of Directors in the presence of

Robert Pryce
Director


Graham Jones
Director

Turn over

Official Copy of the Register for Flat 1, 29 Highgrove Road, Truro, Cornwall TR5 4JB

HM Land Registry



Official copy
of register of
title

Title number CL564132

Edition date 12.06.2018

- This official copy shows the entries subsisting on the register on 17 December 2024 at 09:33:54.
- 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 17 December 2024 at 09:33:54.
- 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, Plymouth 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.

TRURO, CORNWALL

- 1 (12.06.2018) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 1, 29 Highgrove Road, Truro, Cornwall (TR5 4JB).

[NOTE TO CANDIDATES: The title plan for this title has NOT been supplied and is not required for the purposes of this assessment.]

NOTE: Only the ground-floor flat is included in the title.

- 2 (12.06.2018) The mines and minerals are excepted from the title.
- 3 (12.06.2018) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
- | | |
|---------|--|
| Date | : 2 June 2018 |
| Term | : 200 years from 2 June 2018 |
| Rent | : As therein mentioned |
| Parties | : (1) Cornwall Residential Homes Limited
(2) Martin Phelps and Salma Phelps |
- 4 (12.06.2018) The landlord's title is registered.

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 (12.06.2018) PROPRIETOR: MARTIN PHELPS and SALMA PHELPS of Flat 1,
29 Highgrove Road, Truro, Cornwall TR5 4JB.

End of register

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DOCUMENT 8

Extract from the lease of Flat 1, 29 Highgrove Road, Truro, Cornwall TR5 4JB

[Note to candidates: this document contains a relevant extract from the lease. You should assume that any omitted paragraphs and clauses are actually within the lease and are correct.]

5. THE LESSEE COVENANTS with the Lessor:

- 5.1.1 to pay the Rent and other money made payable to the Lessor at the times and in manner as provided without any deduction whatsoever
- 5.1.2 to permit persons and their agents contemplating acquisition of the Lessor's estate and interest in the Development and authorised by the Lessor or the Lessor's agents to inspect the Property at reasonable times and after reasonable notice

6. THE LESSEE with the intent to bind the Property and any person who may be for the time being the owner of an estate in or the occupier of the Property or any part thereof **COVENANTS** with the Lessor and the Management Company and as a separate covenant with each of the Lessees for the time being of the Dwellings (all of whom the Lessor the Management Company and the Lessees are in this clause collectively called "the Covenantees") for the benefit of the property respectively vested in the Covenantees and each and every part:

- 6.1 to pay contributions by way of Service Charge to the Management Company equal to the Lessee's Proportion of the amount which the Management Company may from time to time expend and as may reasonably be required on account of anticipated expenditure on rates services repairs maintenance or insurance being and including expenditure described in the Second Schedule **AND** to pay the Service Charge not later than 14 days of being demanded the contributions being due on demand and if so required in writing by the Management Company to pay the Service Charge by banker's order to a bank or other financial institution account nominated by the Management Company at such intervals as the Management Company shall direct being not more frequently than monthly
- 6.2 to observe the regulations set out in the Fifth Schedule
- 6.3 to pay all rates taxes assessments charges impositions and outgoings which may be at any time during the Term assessed charged or imposed upon or payable in respect of or by the owner or occupier of the Property and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the Building to pay a proper proportion attributable to the Property

- 6.4 to pay value added tax and any other tax chargeable in respect of payments due from the Lessee or where the Lessee is bound to reimburse or provide indemnity under or in connection with this Lease
- 6.5 to keep the Property and all additions in good and tenable repair and decorative condition (but not to decorate any part of the exterior of the Property including the exterior of external doors and windows of the Property) and forthwith to replace all broken glass and to replace and renew the Lessor's fixtures and fittings which materially reach the end of their useful life the replacement or renewal to be suitable and at least of equal or similar quality
- 6.6 to keep clean the interior of the windows of the Property
- 6.7 if the Lessee makes default in the performance of the covenants relating to works of repair decoration reinstatement or renewal to permit the Lessor or the Management Company and persons authorised by the Lessor or the Management Company (but without prejudice to the right of re-entry contained in this Lease) to enter the Property and carry out the works at the expense of the Lessee in accordance with those covenants and to repay the expense of the works to the Lessor or the Management Company (as the case may be) on demand
- 6.8 not to cut maim or injure the structural parts roofs or walls of the Property or make any structural alterations or additions to the Property without the consent of the Lessor
- 6.9 not to erect any aerial satellite receiving dish or like apparatus on the exterior of the Property
- 6.10 to view those parts of the Building to which the Lessee has access or which are visible to the Lessee for defects and wants of repair decoration reinstatement replacement or renewal for which the Lessor or the Management Company is responsible and forthwith notify the Lessor and the Management Company of any defects or wants of repair decoration reinstatement or renewal
- 6.11 to yield up to the Lessor the Property at the expiry or sooner determination of the Term in good repair and decorative order and condition in accordance with the Lessee's covenants with all additions and improvements and all fixtures now and during the Term affixed or fastened to or upon the Property
- 6.12 to use and occupy the Property for residential purposes only and not for any other use without the consent of the Lessor
- 6.13 not to assign underlet or part with possession of part of the Property as distinct from the whole
- 6.14 not to assign underlet or part with possession of the Property as a whole without complying with the provisions of clause 6.15

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- 6.15 should the Lessee or any underlessee desire to transfer assign or underlet the Property or this Lease or an underlease (except in the case of an underletting for a period not exceeding three years) of the Property to ensure that the transferee assignee or underlessee enters into and executes the appropriate Deed of Covenant (in duplicate) in the form set out in the Sixth Schedule contemporaneously with the transfer assignment or underlease and with alterations as to the deaths of the parties or as other circumstances render necessary and to lodge the Deed of Covenant and the duplicate with and to pay the reasonable fees of the Lessor and the Management Company and of the respective solicitors for the Lessor and the Management Company in connection with the drafting, approval, engrossment and recording of the Deed of Covenant
- 6.16 upon a devolution or other transmission of the Property, this Lease or an underlease (except in the case of an underletting for a period not exceeding three years) of the Property not coming within paragraph 6.15 of this sub-clause to use the Lessee's best endeavours to ensure that the person in whom the Property, this Lease or underlease becomes vested as a result of the devolution or transmission enters into and executes the appropriate Deed of Covenant (in duplicate) in the form set out in the Sixth Schedule and with such alterations as the deaths of the parties or as other circumstances render necessary and to lodge the Deed of Covenant and the duplicate with and to pay the reasonable fees of the Lessor and the Management Company and of the respective solicitors for the Lessor and Management Company in connection with the drafting, approval, engrossment and recording of the Deed of Covenant
- 6.17 within one calendar month of every transfer assignment underlease mortgage or legal charge of the Property, this Lease or an underlease of the Property and also of every Grant of Probate or Letters of Administration, Order of Court or other instrument effecting or evidencing a devolution of the title of the Property, this Lease or an underlease being executed or operating or taking effect or purporting to operate or take effect to provide the respective solicitors for the Lessor and the Management Company with a certified copy for the purpose of registration and to pay the reasonable fees of the Lessor and the Management Company and of the respective solicitors for the Lessor and the Management Company in respect of each document or instrument so produced
- 6.18 Upon any transaction or disposition to which the Lessee is a party or over which the Lessee has control involving a transfer or assignment of this Lease to ensure that the transferee or assignee as a result of the transaction or disposition becomes a member of the Management Company and so registered if the Articles of the Management Company so permit
- 6.19 upon any devolution or transmission of this Lease to which the Lessee is not a party and over which the Lessee has no control to use the Lessee's best endeavours to

ensure that the person in whom this Lease becomes vested as a result of the devolution or transmission becomes a member of the Management Company and so registered if the Articles of the Management Company so permit

- 6.20 if Rent properly payable (whether demanded or not) or any other monetary payment under this Lease is not paid within 14 days of becoming due then to pay interest on it at the Interest Rate the interest to accrue from day to day commencing on the date when the payment became due until payment is made
7. If any part of the Rent hereby reserved (whether formally demanded or not) remains unpaid for 21 days after it falls due or if the Lessee does not comply with any of his covenants or obligations under this Lease or if the Lessee shall become bankrupt the Lessor may enter the Property (or any part of it in the name of the whole) whereupon the Term hereby demised shall immediately cease and determine (but without prejudice to any prior right of action or remedy which may have accrued to the Lessor)

End of the case study materials

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