

6. An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the Thirty First day of December Two Thousand and Four and for each subsequent year ending on the Thirty First day of December during the Term shall be prepared as soon as is practicable and the Management Company shall if it so decides or if requested in writing by the Lessee to do so serve a copy of such account and of the accountants certificate on the Lessee

7 The Lessee shall pay to the Management Company the Lessee's Proportion of the Maintenance Expenses in manner following that is to say:

7.1 In advance on the First day of January and the First day of July in every year throughout the Term one half of the Lessee's Proportion of the amount estimated from time to time by the Management Company or its managing agents as the Maintenance Expenses for the year and on account of the payments to be made by the Lessee pursuant to this clause the Lessee has paid the relevant apportionment to the Management Company on the date hereof

7.2 Within twenty one days after the service by the Management Company on the Lessee of a certificate in accordance with Paragraph 6 of this Schedule for the period in question the Lessee shall pay to the Management Company the balance by which the Lessee's Proportion received by the Management Company from the Lessee pursuant to Sub-Paragraph 7.1 of this Schedule falls short of the Lessee's Proportion payable to the Management Company as certified by the said certificate during the said period and any overpayment by the Lessee shall be credited against future payments due from the Lessee to the Management Company

THE EIGHTH SCHEDULE

Covenants by the Lessee

PART ONE

(Covenants Enforceable by the Lessor and the Management Company)

1. To pay to the Lessor or its authorised agent the Rent hereinbefore reserved on the days and in the manner herein provided
2. To pay to the Management Company or its authorised agent the Lessee's Proportion at the times and in the manner herein provided
3. To pay interest at the rate of four per centum (4%) above National Westminster Bank plc Base Rate from time to time on all sums payable by way of Rent or service charge which shall be in arrears from the date due until the date of actual payment
4. To pay all costs charges and expenses (including legal costs and fees payable to a Surveyor) incurred by the Lessor in or in contemplation of any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses aforesaid of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court
5. To yield up at the termination of the Term the Demised Premises together with any landlord's fixtures and appliances and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Lessee and the conditions herein contained
6. At any time within six calendar months prior to the termination of the Term to permit intending lessees and tenants authorised by order in writing of the Lessor or its agents to view the Demised Premises at reasonable hours in the day-time by appointment

7. To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the Term shall be assessed or charged on or payable in respect of the Demised Premises or any part thereof or by the landlord tenant owner or occupier thereof
8. To keep the Management Company and the Lessor indemnified in respect of charges for other services payable in respect of the Demised Premises which the Lessor or the Management Company shall from time to time during the Term be called upon to pay such sums to be repaid to the Lessor or the Management Company on demand
9. To repair and keep the Demised Premises and all Service Installations exclusively serving the same (but excluding such parts of the Demised Premises as are included in the Maintained Property) and every part thereof and all landlord's fixtures and fittings therein and all additions thereto in good and substantial repair order and condition at all times during the Term including the renewal and replacement forthwith of all worn or damaged parts but so that the Lessee shall not be liable for any damage which may be caused by any of the risks covered by the insurance referred to in the Sixth and Tenth Schedules (unless such insurance shall be wholly or partially vitiated by any act or default of the Lessee or of any member of the family employee or visitor of the Lessee or other such occupiers) or for any work for which the Management Company may be expressly liable under the covenants on the part of the Management Company hereinafter contained
10. If the Lessee shall (in the exercise of the rights conferred upon him by Paragraph 4 of the Fourth Schedule) require access to any other part of the Development to give at least seventy-two hours notice in writing (except in cases of extreme urgency) to the Management Company or its agents and to the occupiers of that part of the Development to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Development but shall act carefully and reasonably doing as

little damage as possible to any part of the Development and making good all damage done at the Lessee's own expense

11. As often as may be necessary and at least once in every fifth year and in the year preceding the termination of the Term to paint with two coats of good quality material and in a proper and workmanlike manner all the internal wood metal stone and other work of the Demised Premises which usually are or ought to be painted and at the time of every inside painting to decorate and colour all such parts of the inside of the Demised Premises as are usually or should be treated using materials of suitable and appropriate quality
12. To permit the Lessor or the Management Company with or without workmen and others at any convenient hours in the day-time having given reasonable prior written notice to enter into and upon the Demised Premises to take inventories of the landlord's fixtures fittings and appliances therein and to view the condition thereof and upon notice being given to the Lessee specifying any repair or works necessary to be done for which the Lessee is liable hereunder forthwith to comply with the same and if the Lessee shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Lessor or the Management Company or their respective agents with or without workmen and appliances to enter upon the Demised Premises and cause such repairs or works to be executed and the cost thereof shall be payable by the Lessee on demand
13. To make good any damage to any part of the Development caused by any act or omission or negligence of any occupant of or person using the Demised Premises and (without prejudice to the generality of the foregoing) not to damage or interfere with the aerials and services of the Development (whether or not attached to or included in the Demised Premises) or any fire-fighting appliances (if any) or any other equipment referred to in the Sixth Schedule
14. Not to bring into the Demised Premises or any part thereof any article which will impose undue stress or strain to any part of the floor surface or structure

or any article which is or may become dangerous to the Development or the occupants thereof

15. Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the said insurance of the Maintained Property or any part thereof or which may make void or voidable any such insurance or the insurance of premises adjoining the Maintained Property and so far as the Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Maintained Property or any part thereof may for the time being be insured
16. Forthwith to make good to the Management Company or the Lessor all loss or damage sustained by the Management Company or the Lessor consequent upon any breach of the last mentioned provision
17. Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing it and to keep the Lessor and the Management Company indemnified against all claims demands and liabilities in respect of any such contravention
18. To comply with and make all reasonable endeavours to ensure that all persons living in or visiting the Demised Premises or using the Allocated Parking Space or any part of the Maintained Property shall comply with the Estate Regulations
19. To deliver to the Lessor forthwith a copy of every notice or other document of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Lessee from any authority or person whatsoever whether such notice or other document as aforesaid be served upon the Lessee or upon any sub-tenant of the Lessee and at the request of the Lessor to make or join with the Lessor on making such objections or representations against

or in respect of any notice or other document as aforesaid as the Lessor shall deem expedient

20. To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any planning authority or the appropriate Minister or Court (whether requiring anything to be done or omitted by landlord tenant or occupier) so far as the Lessee is liable hereunder and forthwith to give notice in writing to the Lessor of the making or giving of such order direction or requirements as aforesaid

21. Not to cut maim or injure nor to make any breach in any part of the structure of the Demised Premises nor without the previous consent in writing (such consent not to be unreasonably withheld or delayed) of the Lessor and the Management Company or its agents to make any alteration whatsoever to the plan design or elevation of the Demised Premises nor to make any openings therein nor to open up any floors walls or ceilings for the purpose of altering or renewing any pipes wires ducts or conduits nor to alter any of the landlords fixtures fittings or appliances therein and not in any case to commit or allow any waste or spoil on or about the Demised Premises

22. On making application for any such consent as aforesaid to submit to the Lessor and the Management Company or its agents such plans block plans elevations and specifications as they shall require and to pay the reasonable and proper legal and surveyors fees of the Lessor and the Management Company in connection with any such application and to carry out any work authorised only in accordance with such plans block plans elevations and specifications as they shall approve in writing making use of good sound and substantial materials all of which shall be subject to inspection and approval by them

23. Not to display or hang any window boxes clothes washing aerials satellite dishes or any similar telecommunication transmission or reception apparatus

or thing from the Demised Premises (except arials placed there by the Lessor or the Management Company)

24. Not at any time during the Term to:

24.1 assign transfer sub-let charge or part with possession of part only of the Demised Premises or to permit or suffer the same to be done and not to assign transfer sub-let or part with the possession or occupation of the Demised Premises during the last seven years of the Term without the prior written consent of the Lessor (such consent not to be unreasonably withheld or delayed)

24.2 assign sub-let (which expression shall in this clause exclude any assured shorthold tenancy agreement or company let) transfer or part with possession of the whole of the Demised Premises or to permit or suffer the same to be done unless there shall previously have been executed at the expense of the Lessee and delivered to the Management Company respectively for retention by it a Deed in duplicate expressed to be made between the Lessor of the first part the Lessee of the second part the Management Company of the third part and the person or persons to whom it is proposed to assign sublet or part with possession as aforesaid of the fourth part whereby the person to whom it is proposed to assign or part with possession shall have covenanted directly with the Lessor and the Management Company to observe and perform throughout the unexpired portion of the Term the covenants on the part of the Lessee in this Lease including this covenant but excluding in the case of a subletting the covenant to pay the rents hereby reserved Provided Always that neither the Lessor nor the Management Company shall be required to execute any such Deed

25. On the occasion of:

25.1 any transaction or disposition to which the Lessee is a party or over which the Lessee has any control involving an assignment or transfer of the unexpired portion of the Term then to ensure that the person

thereby becoming the holder of such Term shall forthwith become the holder beneficially and for his own use of the Lessee's membership in the Management Company

25.2 any devolution transmission assignment or transfer of the Demised Premises to which the Lessee is not a party and over which the Lessee has no control then to use all reasonable endeavours to ensure that the person thereby becoming the estate owner in respect of the Term shall forthwith become the holder beneficially and for his own use of the Lessee's membership in the Management Company and also to apply all reasonable endeavours to ensure that such person shall enter into the said deed of covenant with the Lessor and the Management Company to observe and perform the obligations on the part of the Lessee contained in this Lease including this covenant

26. Within one month after the date of any and every assignment transfer mortgage charge under-lease or tenancy agreement (including any immediate or derivative under-lease or tenancy agreement) of the whole or part of the Demised Premises for any term assignment of such under-lease or grant of probate or letters of administration order of court or other matter disposing of or affecting the Demised Premises or devolution of or transfer of title to the same to give or procure to be given to the Lessor and to the Secretary to the Management Company notice in writing of such disposition or devolution or transfer of title with full particulars thereof and in the case of an under-lease if required by the Lessor and/or the Management Company a copy thereof for registration and retention by it AND ALSO at the same time to produce or cause to be produced to them the document affecting or (as the case may be) evidencing such disposition or other matter and to pay or cause to be paid at the same time to the Lessor and the Management Company's Secretary such reasonable fee appropriate at the time of registration in respect of any such notice perusal of documents and registration affecting the Demised Premises PROVIDED ALWAYS that in the case of a contemporaneous transfer and mortgage the fee shall only be payable on one of such matters

27. Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Management Company any employee or servant of the Management Company and not to carry out any decoration repair maintenance or otherwise upon the exterior of the Building

28. Not to obstruct at any time nor in any way interfere with any manhole cover or any such access point on any part of the Development

PART TWO

(Covenants enforceable by the Lessor and the Management Company and lessees of the Properties)

1. Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a private residence for occupation by a single household and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business or profession
2. Not to use the Allocated Parking Space or the Visitor's Parking Space for any purpose other than for the purpose of parking a roadworthy and taxed private motor vehicle not exceeding three tonnes in gross laden weight or motor cycles thereon and not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Development
3. Not to park at any time on any part of the Development any boat lorry commercial vehicle of any description trailer caravan or horse box (if any) for that purpose for the use of the Demised Premises
4. Not to carry out nor allow to be carried out any vehicle maintenance on any part of the Development
5. Not to allow or cause to be allowed the deterioration of any vehicle on the Development to an unreasonable condition or to abandon any vehicle whatsoever on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Management Company without

prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Lessee any costs incurred by them

6. Not to obstruct at any time any accessways roadways entrances stairways or corridors on the Development
7. Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor Management Company or to the lessees or occupiers of the Properties or to all owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority insofar as the same is the liability of or wholly or partially attributable to the default of the Lessee and not to exhibit any notice advertisement name plate or placard of any kind upon the Demised Premises except a notice for the sale or underletting of the Demised Premises which notice may be displayed only in a window of the Demised Premises or in such other place (if any) as the Management Company may prescribe or approve by Estate Regulation or otherwise
8. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks or basins lavatories cisterns or waste or soil pipes in the Demised Premises but to place refuse in the appropriate receptacles in the area provided (if any) for that purpose for the use of the Demised Premises
9. No piano record player radio loud-speaker or other electric electronic mechanical musical or other 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 other occupiers of the Properties or so as to be audible outside the Demised Premises between the hours of 11 pm and 9 am

10. No dog bird cat or other animal or reptile shall be kept in the Demised Premises except with the prior written consent of the Management Company which consent may be revoked at the discretion of the Management Company in the event of any nuisance or annoyance caused thereby to any of the other occupiers or lessees of the Building
11. Not to allow the floors of the Demised Premises to be covered other than with carpet and underfelt or with such other effective sound deadening floor covering material as may be approved by the Management Company acting reasonably

THE NINTH SCHEDULE

Covenants on the part of the Lessor

That:

1. The leases granted by the Lessor of the Properties forming the Building contain covenants on the part of the various lessees to observe the like obligations as are contained in the Eighth Schedule
2. The Lessee paying the Rent and observing and performing the several covenants on his part and conditions herein contained shall peaceably hold and enjoy the Demised Premises and the rights hereby granted during the Term without any lawful interruption from or by the Lessor or any person lawfully claiming under or in trust for it
3. If required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered into by a lessee of any one or more of the Properties forming the Building PROVIDED THAT the Lessee shall (if required) indemnify the Lessor against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Lessor may reasonably require

4. Until a lease in similar form to this Lease has been granted in the case of each of the Properties forming the Building (and in respect of any period during which a lease in similar form to this Lease shall not for any reason at any time be in force) contribute in respect of each of such Properties forming the Building a due proportion of all debts losses liabilities and expenses of the Management Company in accordance with Paragraph 1 of the Seventh Schedule as if the Lessor were the lessee of each of such Properties forming the Building until such time as the Lessor shall have disposed of his interest in any such apartment or apartment
5. In the event of the Management Company failing to observe and perform the obligations on its part contained in the Tenth Schedule the Lessor shall itself undertake the obligations of the Management Company subject to the Lessee paying the Lessee's Proportion to the Lessor and subject to all costs charges and expenses incurred by the Lessor in so doing being paid by the Lessee and the other lessees of the Building (in advance if required) in the same proportion as the Lessee's Proportion

THE TENTH SCHEDULE

Covenants on the part of the Management Company

1. To carry out the works and do the acts and things set out in the Sixth Schedule as appropriate to each type of apartment or apartment PROVIDED THAT:
 - 1.1 The Management Company shall in no way be held responsible for any damage caused by any want of repair to the Maintained Property or defects therein for which the Management Company is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Management Company and the Management Company has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice
 - 1.2 Nothing in this covenant contained shall prejudice the Management Company's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the

Management Company or the Maintained Property by the negligence or other wrongful act or default of such person

1.3 The Management Company shall not be liable for any failure to provide employees and workmen necessary in connection with the Maintained Property if it shall have used all reasonable endeavours to obtain them

1.4 If at any time the Management Company shall reasonably consider that it would be in the general interest of the persons entitled to use the Maintained Property so to do (and subject to the prior agreement of the persons entitled to membership of the Management Company in a general meeting of the Management Company) the Management Company shall have power to discontinue any of its obligations which in its opinion shall have become impracticable or obsolete

2. To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in the Sixth Schedule which may be due from the lessees of any of the apartments

3. The Management Company shall ensure that the reserve fund or funds referred to in the Sixth Schedule shall be kept in a separate trust fund account and any interest on or income of the said fund shall be held by the Management Company in trust for the lessees of the apartments and insofar as such funds were contributed by the Lessor in trust for the Lessor and shall only be applied in connection with the matters detailed in the Sixth Schedule

4. If the Management Company shall (in exercise of the rights hereinbefore reserved) require access to the Demised Premises or any areas over which exclusive rights of user are granted to give at least forty eight hours notice in writing (except in cases of extreme urgency) to the Lessee the Management Company on giving such notice being entitled to carry out the said repairs or works to the Demised Premises or any areas over which exclusive rights of user may be granted but so that the Management Company shall act carefully and reasonably doing as little damage to the Demised Premises as may be and making good all damage done



5. If required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered into by a lessee of any one or more of the Properties provided that the Lessee shall (if required) indemnify the Management Company against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Management Company may reasonably require
6. Forthwith unless prevented by government or other regulations strikes lockouts and other causes beyond the control of the Management Company to arrange for the rebuilding repairing or reinstating in a good and substantial manner such part or parts of the Development as may from time to time be destroyed or damaged applying for the purpose the money to be received by virtue of the insurance of the Maintained Property referred to in the Sixth Schedule
7. To provide the Lessee on demand with a certificate for the purposes of Clause 7 provided that the provisions set out in the Eighth Schedule have been reasonably complied with
8. At all times to employ a reputable and suitably qualified managing agent or firm of managing agents in relation to the management of the Maintained Property (such agent or agents to be initially appointed by the Lessors) PROVIDED THAT there shall be no liability upon the Management Company to do so in the event of not less than 75% of the persons entitled to membership of the Management Company deciding in a general meeting of the Management Company to appoint alternative managing agents or to dispose with the services of any managing agents employed as aforesaid

SIGNED as a DEED by)
THE LESSOR)
acting by a director and its secretary)




Director
Secretary

SIGNED as a DEED by)
THE MANAGEMENT COMPANY)
acting by two directors)

Director
Director