

Lease

of Plot No 600 Montague Park, Phase 6, Wokingham

Dated 24 may 2020

Osborne Clarke

Apex Plaza
Fortbury Road
Reading
RG1 1AX

Ref: 10008427

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LR1 Date of lease	24 MAY 2021
LR2 Title number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>BK15309</p> <p>LR2.2 Other title numbers</p>
LR3 Parties to this lease	<p>Landlord</p> <p>BDW Trading Limited whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (Company Registration No. 03018173)</p> <p>Tenant</p> <p>Danielle Grace Murray and Benjamin Geal</p> <p>of 72 Beechey Place, Wokingham, Berkshire, RG40 HB 1LQ ^A</p> <p>Other parties</p> <p>MONTAGUE PARK NO.2 (BUCKHURST FARM) MANAGEMENT LIMITED (Company Registration Number 11630697) Registered Office: Norgate House, Tealgate, Charnham Park, Berkshire, RG17 0YT ("The Management Company")</p>
LR4 Property	<p>Plot 600 Montague Park, Phase 6, Wokingham and Managed Parking Space 600 more particularly described in Schedule 1 and which has a postal address of 72 Beechey Place, Wokingham, Berkshire, RG40 HB 1LQ ^A ("the Property")</p> <p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail</p>
<p>LR5 Prescribed Statements</p> <p>If this includes a statement falling within LR5.1, insert under that subclause the relevant statement or refer to the clause, schedule of a schedule in this lease which contains this statement</p>	<p>LR5.1: None</p> <p>LR5.2: None</p>
LR6 Term for which the Property is leased	999 years from the 1 st January 2019

<p>LR7 Premium</p>	<p>The Landlord has received from the Tenant for the Property the sum of Two Hundred and Seventy Seven Thousand Pounds (£277,000.00)</p> <p>(the receipt of which sum the Landlord acknowledges)</p>
<p>LR8 Prohibitions or restrictions on disposing of this lease</p>	<p>This lease contains a provision that prohibits or restricts dispositions</p>
<p>LR9 Rights of acquisition etc.</p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
<p>LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>None</p>
<p>LR11 Easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>As referred to in Schedule 2</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>As referred to in Schedule 3</p>
<p>LR12 Estate rentcharge burdening the Property</p>	<p>None</p>
<p>LR13 Application for standard form of restriction</p>	<p>The parties to this lease apply to enter the following standard form of restriction against the title of the Property:</p> <p>No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Montague Park No. 2 (Buckhurst Farm) Management Company Limited of Norgate House Tealgate Charnham Park</p>

	Berkshire RG17 0YT that the provisions of clause 5.2 of the registered lease have been complied with
<p>LR14 Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is more than one person, omit or delete all the alternative statements</p>	<p>The Tenant is more than one person.</p> <p>They are to hold the Property on trust for themselves as joint tenants</p> <p>OR</p> <p>They are to hold the Property on trust for themselves as tenants in common in equal shares</p> <p>OR</p> <p>They are to hold the Property on trust complete as necessary</p>

LAND REGISTRY

LAND REGISTRATION ACT 2002

County and District : Berkshire : Wokingham

Title Number : BK15309

THIS LEASE is made on the date and between the parties set out above

1. RECITALS

- 1.1 The Landlord has agreed to grant to the Tenant a Lease of the Property for the consideration and on the terms and conditions hereinafter appearing
- 1.2 The Landlord is developing the Estate
- 1.3 The Management Company has agreed to join in this Lease in the manner hereinafter appearing
- 1.4 The Management Company is a company formed with the object of (inter alia) maintaining the Managed Land
- 1.5 The Management Company is to undertake responsibility for the supply of services to Phase 6 as set out in this Lease for which the Tenant will pay the Maintenance Contribution

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Lease the following shall have the meaning set out below:-

"Access Roads" means the roads and footpaths within Phase 6 which form part of the land shown hatched green on Plans 2a and 2b which have not been and are not intended to be adopted

"Annual Maintenance Provision" shall consist of a sum calculated in accordance with Schedule 5 Part II

"Apartments" means the flats, apartments or maisonettes constructed or to be constructed within the Block including the Property and "Apartment" means any one of these

"Authorised Vehicle" means a private motor vehicle or motor cycle or an unmarked light van which is smaller than the dimensions of a short wheelbase transit van and which in each case is to be taxed and in a roadworthy condition and which is not an Unauthorised Vehicle

"Balcony" means any balcony or patio shown stippled green on Plan 1 and "Balconies" means all of these

"Bicycle Store" means the bicycle store situated within the Block

"Bin Collection Point" means the bin collection point edged orange on Plan 2a

"Bin Store" means the refuse store shown marked "BS5" on Plan 3

"Block" means the land and buildings edged brown on Plan 3

"Block Structure"

- (a) All the structural parts of the Block including the roofs gutters rainwater pipes foundations support structures floors and walls bounding individual Apartments therein and all external parts of the Block including all decorative parts and the structure of the balconies
- (b) the Communal Facilities
- (c) all Service Installations serving the Block but not any individual Apartment or Commercial Units therein
- (d) all environmental protection devices of whatsoever nature (if any)
- (e) any booster or pumping facilities situated in or serving the Block
- (f) all parts of the Block not included nor intended to be included in this demise or a demise of any other part of the Block

"Block Regulations" means the regulations at present in force in respect of the Block which are set out in Schedule 4 or those that may be subsequently imposed by the Management Company or the Landlord

"Car Park" means the car park edged blue on Plans 2a and 2b

"Commercial Units" means the commercial and other units on the ground floor

"Communal Facilities" means any communal television aerial and door entry system or other communal facility which may from time to time be installed in the Block

"Communal Land" means the external communal areas included as part of the Phase 6 Communal Areas but for the purpose of this definition excludes the Parking Spaces the Access Roads the Drivethroughs and the Bin Collection Point

"Drivethrough" means the accessway shown cross hatched brown on Plans 2a and 2b situated on the ground floor level and **"Drivethroughs"** means more than one of these

"Dwellings" means the Property the Commercial Units and all other freehold or leasehold dwellings constructed or to be constructed on the Estate and **"Dwelling"** shall mean any of them

"Easement Strip" means any easement strip within the Estate through which will pass the gas, water and electricity and other Services being a strip 1.5 metres either side of the Service Installation installed or to be installed therein and the land coloured yellow and/or blue on Plan 4

"Estate" means the land on which the Landlord is carrying out residential development known as Montague Park, Wokingham now or formerly comprised in title number BK15309 but excluding the land shown tinted pink, tinted brown, tinted yellow and tinted mauve on the title plan

"Estate Regulations" means any regulations imposed by the Landlord or the Management Company or their agents from time to time in respect of Phase 6

"Estate Roads" means the roads and footpaths within the Estate and are adopted or which are intended to be offered to the relevant Public Authority for adoption

"Estate Sewers" means the roads and footpaths within the Estate and are adopted or which are intended to be offered to the relevant Public Authority for adoption

"Financial Year" means every twelve monthly period ending on the 31st December (or such other annual period as the Management Company in its discretion shall determine) the whole or any part of which falls within the Term

"First Rent Review Date" means the date being fifteen (15) years after the Term Commencement Date

"Flat" means the Apartment being part of the Property

"Floor Level" means the First floor level in the Block

"Index" means the Retail Prices Index (All Items) published by the Office for National Statistics

"Initial Rent" means the sum of £250.00 provided that such rent shall not be more than 0.1% of the Premium and if such initial rent is set at more than 0.1% of the Premium, the initial rent shall automatically be reduced to the value that is equivalent to 0.1% of the Premium.

"Insured Risks" means the risks insurable on reasonable commercial terms in respect of loss or damage by fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them, riot and civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks, apparatus or pipes, flood, impact by road vehicles, subsidence, landslip and heave, terrorism and such other risk as may from time to time be required by the Landlord or the Council Of Mortgage Lenders (subject to such exclusions excesses and limitations as may be imposed by the Insurers) and **"Insured Risk"** shall be construed accordingly

"Insurers" means a reputable insurance company or underwriters through such agency as the Landlord or Management Company shall in its absolute discretion decide

"Interest" means interest at the rate of four percent (4%) over the base rate (or its equivalent) from time to time of Barclays Bank Plc (but if such bank shall cease to exist or shall not have a base rate or equivalent then at fourteen per cent per annum)

"Internal Common Parts" means the internal communal areas of the Block including:-

- (a) the entrance halls passages
- (b) landings
- (c) lifts (if any)
- (d) staircases

- (e) doors and windows and the frames thereof of the internal communal areas which serve more than one Apartment in the Block together with the glass in the same together with all decorative parts ancillary thereto
- (f) any fire equipment
- (g) any booster or pumping facilities for communal use in the Block
- (h) any other internal common parts of the Block or facilities which are used in common by the Tenants or occupiers of any two or more of the Apartments therein

but excludes

- (i) the decorative floor surface of the Balcony (if any)
- (j) the windows, doors, window and door frames and the glass in the same serving any individual Apartment
- (k) all interior joinery plaster work tiling and other surfaces of walls and the floors down to the upper side of the joists slabs or beams supporting the same and the ceilings up to the underside of the joists slabs or beams to which the same are affixed to the Apartments
- (l) the Service Installations which exclusively serve individual Apartments

"Landlord" means the Landlord as stated in LR3 above or any company in the same group as the Landlord or which has taken over the business of the Landlord or its successor in title

"Lender" means a bank, building society or other lending institution.

"Maintenance Adjustment" means a sum calculated in accordance with clause 3 of Schedule 5 Part II

"Maintenance Contribution" means the Tenant's Proportion of the Service Charge payable in respect of the Property

"Managed Land"

- (a) the Block Structure
- (b) the Internal Common Parts
- (c) the Phase 6 Communal Areas

PROVIDED THAT the Landlord shall have the right to alter the amount position or extent of the Managed Land as it may require but not in such a way as to adversely affect the access to and from the Property and any such additional or substituted areas or services shall thereafter become part of the Managed Land

"Managed Land Deed" means any lease or transfer of the Managed Land which has been or will be entered into by the Management Company in respect of the whole or part of the Managed Land (if any)

"Managed Parking Space" means the parking spaces numbered with the same number as the Property as shown edged red on Plan 2b

"Managed Parking Spaces" means all of the managed parking spaces within Phase 6 which are to be maintained by the Management Company as part of the Managed Land

"Other Owners" means the owners of the Other Dwellings

"Other Dwellings" means all of the Dwellings on the Estate other than the Property and **"Other Dwelling"** means any one of these

"Other Tenants" means the owners of the Other Units and the Commercial Units

"Other Units" means all of the Apartments in the Block but excluding the Property

"Parking Spaces" means the Managed Parking Spaces the Visitors Parking Spaces and the Unallocated Residential Parking Spaces

"Payment Dates" means 1st January and 1st July each year or such other date as shall be notified by the Management Company or its agent and **"Payment Date"** means either of these

"Permitted Underletting" means an underletting of the whole of the Property by way of an Assured Shorthold Tenancy Agreement for a term of 12 months or less or a licence for the use of the Property as a show unit or sales unit

"Phase 6" means the land edged purple on Plans 2a and 2b

"Phase 6 Communal Areas" means the land and facilities to be maintained on Phase 6 shown hatched green on Plans 2a and 2b including (but not limited to)

- (a) the Parking Spaces
- (b) the Access Roads
- (c) the Drivethroughs
- (d) the hard and soft landscaped areas not included within the boundary of any individual Dwelling or Commercial Units on Phase 6 but for the avoidance of doubt this does not include any area comprising the Car Park
- (e) any lighting, public art, signage and litter bins
- (f) any gates, piers, railings, structures and electronic devices incidental thereto
- (g) the Bin Collection Point

PROVIDED THAT the Developer shall have the right to alter the amount position or extent of the Phase 6 Communal Areas as it may require but not in such a way as to adversely affect the access to and from the Property or any part thereof and any such additional, amended or substituted areas or service shall thereafter be deemed to be part of the Phase 6 Communal Areas

"Plan 1" "Plan 2a" "Plan 2b" "Plan 3" "Plan 4" means the plans annexed hereto and so numbered

"Property" means the property more particularly defined in LR4 above

"Public Authorities" means all or any statutory corporation, local or other authorities and all bodies exercising statutory rights powers or obligations and **"Public Authority"** means any of these

"Regulations" means the Block Regulations and/or the Estate Regulations as referred to above

"Rent" means the Initial Rent subject to the provisions of the review as set out in the rent review provisions referred to in this Lease

"Review Date" means the First Review Date and the first day of each successive period of fifteen years thereafter during the Term

"Review Period" means each fifteen year period following the First Rent Review Date

"Service Charge" means the aggregate Annual Maintenance Provision for the Block and the Phase 6 Communal Areas for each Financial Year (computed in accordance with Part II of Schedule 5) together with any Special Contribution or Maintenance Adjustment payable

"Service Installations" means and includes ventilating ducts, cisterns, tanks, radiators, water, gas and electricity supply pipes, solar panels, cables, channels, pipes for water, gas and electricity, rainwater pipes, gutters, conduits, drains, sewers, watercourses, drainage or attenuation tanks, soakaways, wires and all other conducting media apparatus, sewers, drains, tubes, meters, soil pipes, waste water pipes, aerials, wires or cables used for the conveyance of electricity, door entry systems and television and satellite systems and all valves, traps and switches appertaining thereto but shall not include any wires, cables or apparatus belonging to or intended to be adopted by any public utility, supply authority or to any person or corporation supplying any television, aerial or other communication service, internal telephone system or door entry system which are now constructed or which will be constructed and which serve the Estate or any part thereof

"Services" means the supplies (if any) of water, electricity, gas, air, telephone and television or other communication signals and for disposal of foul and surface water through the Service Installations

"Special Contribution" means any amount which the Management Company shall reasonably consider necessary for any of the purposes set out in Schedule 6 hereof for which no provision has been made within the Service Charge and for which no reserve provision has been made under the Part II of Schedule 5 clause 2.2

"Surveyor" means any person appointed by the Landlord or the Management Company to carry out the functions of a surveyor in respect of any matter set out in Schedule 6 or any other matter arising under this Lease who will act as an expert

"Tenant's Proportion" means the proportions of the Service Charge payable by the Tenant either:-

- (a) as provided for in the budget or estimate provided by or on behalf of the Management Company for the current year (subject to the provisions contained in Part I of Schedule 5) or
- (b) a fair and proper proportion in respect of the Property if no proportion has been provided

"Term Commencement Date" means the date of the commencement of the Term of this Lease as set out in clause LR6

"Unallocated Residential Parking" means the parking spaces marked "UR" on Plans 2a and 2b

"Unauthorised Vehicle" means a boat, lorry, trailer, caravan, horse box, house on wheels, motorhome, unroadworthy vehicle or a commercial vehicle of a size equal to or larger than the dimensions of a short wheelbase transit van

"Value Added Tax" means value added tax and any tax of a similar nature replacing the same and "VAT" has the same meaning

"Visitor Parking Spaces" means the visitor parking spaces in Phase 6 designated by the Transferor from time to time as parking for visitors' cars or motor cycles including those marked "UV" on Plans 2a and 2b but excluding any visitor parking spaces within the Car Park subject to the right for the Transferor to reallocate the use of any of the Visitor Parking Spaces for any other purpose or remove from use any Visitor Parking Space at any time and without notice and "Visitor Parking Space" means any one of these

- 2.2 Any date referred to in this Lease shall mean that day or the first working day thereafter if that date does not fall on a working day which shall itself mean any day from Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory bank holiday.
- 2.3 Any reference to a defined term shall be treated where relevant as a reference to the whole of or to a part of or to any item comprised in the said term as the context may allow
- 2.4 The Landlord shall include the person from time to time entitled to the reversion immediately expectant on the determination of the Term
- 2.5 If the Management Company becomes incapable of acting as Management Company the Landlord may nominate an alternative person or body who shall become the Management Company for the purposes of this Lease
- 2.6 Words importing the masculine gender shall where necessary be construed as importing the feminine gender and words importing the singular number shall where necessary be construed as importing the plural number and vice versa
- 2.7 Where the Tenant shall include two or more persons all rights and obligations made by them or with them shall be deemed to be made by them or with them jointly and severally
- 2.8 A restriction imposed on a party not to do a thing is deemed to include an obligation not to allow that thing to be done
- 2.9 The Tenant is not to have the benefit of any easement or right other than those expressly granted by this Lease or contained in the Property Register of the Title Number(s) listed in LR1
- 2.10 The grant or reservation in this Lease of any easement or right which does not exist at the date of this Lease is to be effective only if that easement or right comes into existence
- 2.11 Rights and easements granted to the Tenant are granted also to those authorised by the Tenant but in common with the Landlord and all others having the like or similar rights
- 2.12 Rights excepted and reserved to the Landlord are excepted and reserved also in favour of the owner or owners for the time being of the Estate and any part or parts thereof capable of being benefited and all persons authorised by it or them and where appropriate the local authority and any Public Authorities and all other persons having the like or similar rights
- 2.13 This Lease has been executed as a deed but is not delivered until it has been dated
- 2.14 Any incentives to be allowed in connection with the initial grant of this Lease are shown in Schedule 10

3. DEMISE

In consideration of the Premium specified above paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) the Landlord hereby demises with full title guarantee to the Tenant the Property TOGETHER WITH the rights specified in Schedule 2 (to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and SUBJECT TO the Tenant's covenants hereinafter contained) BUT EXCEPTING AND RESERVING to the Landlord and the Management Company and the Other Owners and any other owners and/or occupiers of any other parts of the Estate the rights specified in Schedule 3 TO HOLD the same unto the Tenant from the date hereof for the residue of the Term subject to the burden of the covenants or agreements already entered into by the Landlord and the Management Company with the Other Owners and any other owners and/or occupiers of any other parts of the Estate and to all rights and easements appertaining to any other property on the Estate

4. PAYING

- (a) To the Landlord until the First Review Date the Initial Rent and thereafter such rent as shall be determined pursuant to the Rent Review Provisions in this Lease in advance without any deduction (except only such as the Tenant may be authorised by law to make notwithstanding any contract to the contrary) by equal half yearly payments on the Payment Dates in every year the first payment being a proportionate payment for the period from the date of this Lease to the next Payment Date to be made on the execution hereof
- (b) The Maintenance Contribution payments as provided for in this Lease by equal half yearly payments in advance without any deduction on the Payment Dates (or such other dates or by such other arrangements as shall be advised to the Tenant in writing by the Management Company or the Landlord) in every year the first payment being a proportionate payment for the period from the date of this Lease to the next Payment Date to be made on the execution hereof
- (c) On demand all costs charges and expenses which the Landlord or the Management Company may from time to time incur in relation to or as a result of any breach of any obligations of the Tenant under the terms of this Lease or any other monies payable or repayable by the Tenant
- (d) Any Value Added Tax from time to time payable by the Tenant under the terms of this Lease

5. TENANT'S COVENANTS

5.1 The Tenant with the intent to bind the Property and any person who may be for the time being the owner of an estate or interest in or the occupier of the Property or any part covenants as specified with the Landlord and as a separate covenant with the Management Company and with each of the tenants for the time being of the other flats and the Commercial Units in the Block to observe and perform the obligations set out in Schedule 4

5.2 *Registration of dispositions and charges*

The Tenant shall upon every underletting, assignment or transfer of the Property and upon the grant of probate or letters of administration affecting the Property and upon the devolution of any of the Property under any assent or other instrument of otherwise howsoever or by any Order of the Court ("**Disposal**") require the disponent to:

- (a) enter into a deed of covenant to comply with the Tenant's obligations and covenants set out in this Lease in the form specified in Schedule 11 (save that on an underletting the obligations for the payment of the Rent and the Maintenance Contribution will remain to be observed by the Tenant)

- (b) within one month of every Disposal or upon the creation of every mortgage or charge thereon to give to the Landlord and to the Management Company (or their solicitors or agents if requested to do so) a copy of the deed of covenant referred to in (a) above together with a notice in writing of such underletting assignment transfer charge grant assent or order with a certified copy thereof and of the name and address of such underlessee or underlessees or the person or persons in whom the Term hereby granted shall have become vested or to whom it shall have become charged or mortgaged
- (c) pay to the Landlord and the Management Company a fixed fee of £75 together with VAT on such sum for the registration of every such notice (the value of such fee will be reviewed every 15 years from the Term Commencement Date with such increases or decreases to be linked to the proportionate increase or decrease of the Index over that 15 year period and such reviews will occur on every 15th anniversary of the Term Commencement Date up to and including the 255th anniversary of the Term Commencement Date and there will be no further reviews after the 255th anniversary of the Term Commencement Date).
- (d) require the disponent to become a member of the Management Company and to take a share in the same (if applicable) and to provide an address for service within such jurisdiction if the disponent is not resident in the United Kingdom or is a limited liability company not registered within such jurisdiction

PROVIDED THAT neither the Landlord nor the Management Company shall be obliged to provide a certificate to satisfy the provisions of the Restriction if any payment due by way of Maintenance Contribution or any part thereof is outstanding and FURTHER PROVIDED that this clause shall not apply to a Permitted Underletting

6. COVENANTS BY THE LANDLORD

The Landlord hereby covenants with the Tenant and the Management Company (as specified) to observe and perform the obligations set out in Parts A and B of Schedule 8.

7. COVENANTS BY THE MANAGEMENT COMPANY

The Management Company hereby covenants with the Landlord and Tenant to carry out the services set out in Schedule 6 and to observe and perform the obligations set out in Schedule 9

8. AGREEMENTS AND DECLARATIONS

It is hereby agreed as follows:-

8.1 *Re-entry*

- (a) If the Rent reserved or the Maintenance Contribution or any part thereof respectively shall be unpaid for twenty eight (28) days after becoming payable (whether formally demanded or not) or if any covenants on the Tenant's part herein contained shall not be performed and observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained
- (b) If at any time this Lease is an assured tenancy within the meaning of the Housing Act 1988 then notwithstanding the provisions of this paragraph 8.1 the Landlord covenants not to rely on any of the mandatory grounds for possession set out in Part I of Schedule 2 of the Housing Act 1988 or on discretionary grounds 9, 14, 14ZA, 14A, 15, 16, or 17 (or any replacement or re-enactment of those grounds) and where paragraph 8.1 (c) applies the Landlord shall not be entitled to rely on any other ground for possession without first having given the requisite notice under paragraph 8.1 (c) below
- (c) For any period where there is a party who has a charge over the Property ("the Lender") the following will apply:
 - (i) the Landlord will not serve any notice seeking possession under the Housing Act 1988 and without first giving to the Lender at least 28 days' notice in writing specifying the basis upon which the right to seek possession under the Housing Act 1988 has arisen.
 - (ii) if during the 28 day period referred to in paragraph 8.1(c)(i) the Lender procures that the breach which gave rise to the right to seek possession under the Housing Act 1988 is made good or provides the Landlord with an undertaking that it will be made good within a further one month period then the Landlord will not serve any notice seeking possession of this Lease under the Housing Act 1988 in respect of the breach or event identified in the notice referred to in paragraph 8.1(c) and for the avoidance of doubt the Landlord will accept payment from the Lender of Rent or any other sums due from the Tenant under this Lease.

- (iii) The Landlord must serve on the Lender a copy of any notice given to the Tenant under section 8 of the Housing Act 1988 and any other notice which may now or in future be required prior to exercising the right to seek possession of the Property.
 - (iv) The Landlord must serve on the Lender a copy of any claim for seeking possession of the Property or any claim or tribunal application which seeks to establish that the Tenant is in breach of the terms of this Lease regardless of whether this is required by the applicable rules of court or tribunal.
- (d) In the absence of any provision to the contrary, where there is more than one Lender, the priority afforded to the Lenders shall follow the same priority the Lenders enjoys in relation to their respective security.

8.2 ***Exclusion of liability for damage or loss***

Subject to the provisions of the Defective Premises Act 1972 neither the Landlord nor the Management Company shall be liable or responsible for any loss or damage suffered by the Tenant or any visitor or employee of the Tenant or any other person including any other person occupying the Property to themselves their personal effects or to the Property by reason of any act neglect or default of the Landlord or the Management Company or any agent contractor employee or licensee of the Landlord or the Management Company by reason of theft or otherwise from any part of the Estate or by reason of any defect or want of repair in the Estate or any part thereof or in equipment provided thereon or the absence of lighting in or upon the Estate or any part thereof or from any other cause except insofar as any such liability may be covered under insurance effected under the provisions of this Lease

8.3 ***Disputes***

- (a) In case of dispute between the Tenant and the Landlord such dispute shall be referred to the Surveyor and the decision of the Surveyor shall be final and binding on the parties to the dispute subject to any decision of the Court and such Surveyor shall be entitled to require and be paid his proper fee in respect of each such reference such fee to be borne as the Surveyor shall award
- (b) In case of dispute between the Tenant and any of the Other Tenants or Other Owners and any other owners and/or occupiers of any other parts of the Estate such dispute shall be decided by the Landlord or referred (if the Landlord so requires) to the Surveyor and the decision of the Landlord or the Surveyor shall be final and binding on the Tenant and any other parties to the dispute and such Surveyor shall be entitled to require and be paid his proper fee in respect of each such reference such fee to be borne as the Surveyor shall award

8.4 ***Joint and Several Covenants***

If the Tenant is more than one person all covenants agreements and obligations on the Tenant's part shall be construed as joint and several

8.5 ***Reference to "this Lease"***

Any reference to "this Lease" shall include this document and any document which is entered into supplemental to or collateral with or entered into pursuant to this Lease

8.6 ***Power to impose or vary Regulations***

- (a) The Landlord and/or the Management Company may at any time or times during the Term in the interests of good estate management impose such Regulations of general application regarding the Block or Apartments therein or Phase 6 as it may in its absolute discretion think fit in addition to or in place of the Regulations (but so that any such Regulations shall not conflict with this Lease) and the Landlord and the Management Company shall have power in its absolute discretion to revoke amend or add to such Regulations or any additions thereto or substitutions thereof
- (b) If at any time the Management Company shall reasonably consider that it would be in the general interest of the Tenant and the Other Owners so to do the Management Company shall have power to discontinue any of the matters specified in Schedule 6 (other than the obligation to effect insurance) which in its opinion shall have become impracticable obsolete unnecessary or excessively costly PROVIDED THAT in deciding whether or not to discontinue any such matter the Management Company shall consider the views and the wishes of the majority of the owners of the Apartments

8.7 *Suspension of Rent and Maintenance Contribution*

If the Property or any part thereof shall at any time during the Term be destroyed or damaged by fire or any other risk covered by the policy or policies of insurance effected pursuant to the provisions of this Lease so as to be unfit for habitation and use and the policy or policies of insurance so effected shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default of the Tenant the Rent hereby reserved and the Maintenance Contribution or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Property shall again be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactments in that behalf for the time being in force

8.8 *Exclusion of implied obligations and the Landlord's assumption of rights and obligations*

The Tenant accepts the obligations of the Management Company for the performance of the matters specified in Schedule 6 and Schedule 9 in substitution for and to the entire exclusion of any implied obligations on the part of the Landlord as relates to any such matters. The Landlord may at any time give notice to the Tenant that it is assuming such or all of the rights and obligations of the Management Company under this Lease as may be set out in the notice and the Tenant shall be bound thereby

8.9 *Surveyor's Certificate*

Wherever in this Lease there is a provision for a Surveyor or other person to give a certificate or decision such certificate or decision shall be final and binding

8.10 *Value Added Tax*

(a) Wherever in this Lease there is a covenant by the Tenant to pay expenditure expenses outgoings charges costs fees or any like expression incurred or payable by the Management Company all such expressions shall include all Value Added Tax or any imposition replacing the same incurred or payable by the Management Company in connection with the subject matter of the covenant and this Lease shall be construed accordingly

(b) all sums referred to in this Lease are exclusive of Value Added Tax

8.11 *Rights for the Landlord and Management Company to appoint managing agents*

The Landlord and the Management Company hereby reserve the right to appoint managing agents to carry out their responsibilities as provided for in this Lease and the rights granted by the Tenant to the Landlord and to the Management Company are thereby also granted to the agents or employees of the Landlord and/or the Management Company

8.12 ***Rights of agents***

Any obligations on the part of the Landlord or any covenants or obligations on the part of the Tenant contained in this Lease shall also be made by and to any agent of the Landlord as applicable and any rights granted to or reserved by the Landlord can also be exercised by any employees of the Landlord

8.13 ***Rights of access***

Where the Landlord or the Management Company or any of the owners of the Other Units and Commercial Units and any other owners and/or occupiers of any other parts of the Estate have a right to enter the Property such right shall be exercised on the giving of notice (save in the case of an emergency) and shall also be exercisable by their agents and all persons authorised by them with or without workmen and equipment at a reasonable time of day on the giving of reasonable notice (save in the case of an emergency) and subject to making good any damage caused

8.14 ***Rights of access for Management Company***

The Management Company is hereby granted access to the Managed Land to carry out the obligations contained in this Lease

8.15 ***Statute and Legislation Provisions***

- (a) The covenant implied by Section 2(1) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") shall be amended by substituting the words "at the Tenant's cost" for the words "at his own cost"
- (b) The covenant implied by Section 3(1) of the Act shall not apply to rights granted by the Landlord to Other Owners on the Estate which affect the Property and in similar form to those set out in this Lease
- (c) For the purposes of Section 6(2) (a) of the Act all matters now recorded in Registers open to public inspection (including the Registers at the Land Registry) and all information ascertainable from the documents provided to the Tenant or his solicitors are deemed to be within the actual knowledge of the Tenant notwithstanding the provisions of Section 6(3) of the Act
- (d) Section 62 of the Law of Property Act 1925 shall not apply to this Lease
- (e) Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time
- (f) This Lease is to be governed by English law and the parties submit to the non-exclusive jurisdiction of the English Courts

8.16 ***Right to Light***

The Tenant shall not be entitled to any view or the right of access of light or air to the Property (except those expressly hereby granted) which would restrict or interfere with the free use of the Estate or the adjoining or neighbouring land for building or any other purpose

8.17 ***Enforceability of covenants***

- (a) The covenants in this Lease shall be enforceable between the Landlord and the Tenant and also between the Other Owners if applicable to the whole of the Estate or between the Other Tenants if covenants only relate to the Block
- (b) The Landlord's obligations under the terms of this Lease shall not continue after it has parted with the reversion immediately expectant on the Term to the intent that the Landlord's covenants shall be personal to the person in whom the reversion immediately expectant upon this Lease is vested for the time being
- (c) The Landlord shall not be liable to the Tenant in respect of any breaches of any of the restrictions contained in the transfers or leases of the Other Dwellings which may be committed at any time by the Other Owners and nothing herein contained shall render it obligatory on the Landlord to enforce the same save as provided for in Schedule 8 (if applicable)

8.18 *Payment of fair share of maintenance costs*

Other than matters dealt with through the provisions of Schedule 6 the use of all Service Installations, party walls, any shared footpaths and any other things intended for shared use by the Tenant and the Other Owners is conditional on the Tenant paying a fair proportion of the costs incurred in the inspection maintenance and renewal of the same by the Landlord or any person owning the land on which these facilities are situated or through which the Service Installations pass or share their use and any dispute about the amount to be paid will be settled by the written certificate of an independent surveyor chosen by the parties (or the Landlord if no agreement can be reached) acting as an expert not as an arbitrator

8.19 *Party Walls*

- (a) The Landlord and the Tenant agree that the walls dividing the buildings on the Property from any building on the adjoining land included in the Estate are party walls and the rights and liability in respect of those walls is to be as provided in section 38(1) of the Law of Property Act 1925
- (b) The Tenant (so far as this consent is required and in order so far as the law permits to bind the Tenant) consents to the Landlord carrying out any works referred to in Section 2 of the Party Wall etc. Act 1996 that are authorised by planning permission without the necessity for service of a party structure notice under Section 3 of that Act

8.20 *References*

- (a) Reference to "the Property" "the Dwellings" "the Estate" "Commercial Units" "Service Installations" and "the Managed Land" shall be deemed to include reference to all or part or parts thereof respectively
- (b) References to clauses schedules or plans shall be references to the clauses and schedules contained in any schedule or the plans annexed hereto respectively
- (c) Any reference to "Management Company" "the Landlord" and "the Tenant" and "the Landlord" shall where the context admits include their respective successors in title

8.21 *Private Roads*

The Tenant accepts that the Access Roads will remain private and does not require the said roads and footpaths to be adopted. Furthermore the Tenant shall not raise any objection and will consent to any works undertaken pursuant to Part IV of the Highways Act 1980 in respect of the new roads and new footpaths and/or to the release of any surety made by or on behalf of the Landlord pursuant to Sections 219 to 221 (inclusive) of the Highways Act 1980

8.22 **Parking restrictions**

It is hereby agreed that the parking or use of commercial or construction vehicles by the Landlord during the construction of the Estate or the temporary parking of any such vehicles for loading or unloading or whilst work is being carried out to the Property or the Estate or any part of the same and which is not causing an obstruction shall not be a breach of the restriction relating to the parking and use of commercial vehicles as contained in this Lease

9. RENT REVIEW PROVISIONS

9.1 Until the First Review Date the Rent is to be the Initial Rent

9.2 During each successive Review Period the Rent is to be a sum equal to the greater of the rent payable under this Lease immediately before the relevant Review Date and the revised rent that is ascertained in accordance with this clause

9.3 The Rent for any Review Period is to be determined at the relevant Review Date by increasing the Rent payable in the preceding Review Period (or for the First Review Period the Initial Rent) to the figure resulting from the following formula:

$$\frac{Y}{X} \times \text{current Rent}$$

X = the value of the Index last published before the date of the Review Date at the start of the preceding Review Period (or in the case of the first review the date of the commencement of the Term)

Y = the value of the Index last published before the relevant Review Date

9.4 If the reference base used to compile the Index changes after the date of this Lease the figure taken to be shown in the Index after the change shall be the figure that would have been shown in the Index if the reference base current at the date of this Lease had been retained

9.5 If it becomes impossible to calculate the Rent for any Review Period by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any other reason whatever or if any dispute or question whatever arises between the parties as to the amount of the Rent for any Review Period or the construction or effect of this clause the dispute or question is to be determined by a valuer acting as an expert who shall have full power to determine on such dates as he deems appropriate what would have been the relevant value had the Index continued on the basis and giving the information assumed to be available for the operation of this clause

9.6 The Landlord shall obtain copies of the Index and must supply the Tenant with a copy of the relevant Indices together with a calculation of the Rent for the next Review Period

9.7 Within 28 days of provision to the Tenant of the information referred to in clause 9.6 the Tenant shall notify the Landlord whether or not he agrees with the calculation

9.8 If the Tenant fails to notify the Landlord in accordance with clause 9.7 the Rent for the new Review Period shall be the amount stated in the Landlord's calculation in accordance with clause 9.3

9.9 The Tenant must continue to pay the Initial Rent or the Rent as last reviewed in accordance with the terms of this Lease until ascertainment of the reviewed rent for any Review Period

9.10 The revised Rent for any Review Period is to be payable from the relevant Review Date and must be paid until ascertainment of the Rent for the next Review Period or as appropriate for the remainder of the Term

- 9.11 On ascertainment of the Rent for any Review Period the Tenant must forthwith pay to the Landlord the difference between the Rent previously payable and the revised Rent for the period from the relevant Review Date to the date of payment of the revised Rent with interest on such difference at the rate of 4% above the base lending rate for the time being of the Landlord's bank calculated on a daily basis for that period
- 9.12 When the Rent for any period has been ascertained in accordance with this clause a memorandum of the amount payable shall be signed by or on behalf of the Landlord and the Tenant and shall be annexed to this Lease and the counterpart of it. The Landlord and the Tenant shall bear their own costs in this respect
- 9.13 The fees and expenses of any valuer appointed to act under this clause are to be borne equally between the Landlord and the Tenant unless the valuer considers that either of them has acted unreasonably in which case he may require that party to meet the whole or any part of all fees and expenses including the costs of the other party
- 9.14 The revision of the Rent under this clause 8 will cease after the 255th anniversary of the Term Commencement Date so for the avoidance of doubt the last review of Rent will be on the 255th anniversary of the Term Commencement Date and no further review of Rent will occur thereafter.

10. THE MANAGEMENT COMPANY'S POWERS OF INVESTMENT

- 10.1 The Management Company shall have power in its discretion to invest all sums paid to it as hereinbefore provided and as provided by the like provisions contained in transfers or leases of any other properties on Phase 6 in deposits with or loans to any recognised Bank (within the meaning of the Banking Act 1987 or any statutory modification or re-enactment thereof) or local authority or in securities having a final redemption date not later than five years after the date of acquisition thereof issued by Her Majesty's Government in the United Kingdom or of any local or Public Authority or nationalised industry or undertaking in the United Kingdom or in building society stock or accounts
- 10.2 The Management Company may at its discretion:-
- (a) Invest or permit to be invested such sums or any part thereof jointly with any other funds
 - (b) Hold all or any part of such sums in the name or names of a nominee or nominees
 - (c) Delegate within such investment policy or other limits as it thinks fit its powers of investment to any member or members of the London Stock Exchange and to remunerate such delegate or delegates

PROVIDED THAT these powers will be available for any other party who takes over the responsibilities of the Management Company as set out under the terms of this Lease

11. SERVICE OF NOTICES

- 11.1 In the case of service on the Tenant if addressed by or on behalf of the Landlord to the Tenant by name or by the designation of "the Tenant" and sent by the recorded delivery service or left for the Tenant at the Property
- 11.2 In the case of service on the Landlord if addressed by or on behalf of the Tenant to the Landlord and sent by the recorded delivery service to the place or address previously notified in writing to the Tenant for the service of documents on the Landlord or if none has been so notified to the registered office of the Landlord

PROVIDED THAT in the case of service by recorded delivery service shall be deemed to have been effected 24 hours after posting (excluding any intervening Saturday Sunday or bank or other public holiday)

12. THIRD PARTIES

No person who is not a party to this Lease ("**Third Party**") has or shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease and no consent of any Third Party shall be required under that Act to any cancellations or variations to this Lease. This clause takes effect subject to any provision in this Lease which confers rights

13. COMMERCIAL UNITS

The Landlord reserves the right (subject to planning consent) to change the use of the Commercial Units into residential premises

SCHEDULE 1

Description of the Property

1. ALL THAT apartment situate on the Floor Level of the Block edged red on Plan 1 together with the Managed Parking Space and the floor surface only of any Balcony co-extensive therewith and the air space above such Balcony to a height of one storey above the surface thereof (if any) TOGETHER WITH (for the purpose of obligation as well as grant)
 - 1.1 the plaster and plasterboard and the paint and other decorative finishes applied to the interior of the external walls and internal load bearing walls (but no other parts of such walls)
 - 1.2 the floor and ceiling finishes but nothing respectively below or above them (and for the avoidance of doubt excluding any airspace above)
 - 1.3 the whole of the internal non-load bearing walls and the inner half severed medially of the non-load bearing walls dividing the Property from any other part of the Block
 - 1.4 the doors, door frames, windows and window frames thereof including the glass in the same and the fastenings thereof including the door accessing the Flat
 - 1.5 all Service Installations that exclusively serve the Property whether or not located therein
 - 1.6 all additions and improvements to the Property

EXCEPTING AND RESERVING from the Property the main structural parts of the Block in which the Property are situate including the roof, roof space foundations together with the main structure of any Balconies on the Block and all the external parts thereof

SCHEDULE 2

Rights granted to the Tenant

1. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night to the extent necessary for the purpose of domestic use and convenience incidental to the occupation of the Property to go pass and repass with or without motor vehicles (as appropriate) over and along:-
 - (a) the Estate Roads and
 - (b) the Access Roads and
 - (c) the Drivethroughs and

for the purposes of access to and from the Property and the Visitor Parking Spaces PROVIDED THAT where these roadways or accessways pass under any structures on the Estate the right shall be limited to a height of 2 metres

but reserving to the Landlord and the Management Company the right to alter to stop up any road verge or footpath on any part of the Estate PROVIDED THAT adequate access to the Property is maintained
2. The right to use on foot and with suitable wheelchairs, pushchairs, prams and hand trucks the Internal Common Parts of the Block giving access to and from the Property
3. The right to subjacent and lateral support and to shelter and protection for the Property from the remainder of the Block not hereby demised
4. A right to park an Authorised Vehicle on any Visitor Parking Space on a first come first served basis for a period not exceeding 24 hours at a time
5. The free and uninterrupted passage and running of the Services which serve the Property through the Service Installations which are now or may at any time be laid in on under or over the Estate and which serve the Property or any part thereof
6. The right for the Tenant with agents and workmen at reasonable hours in the daytime after reasonable notice (except in the case of emergency) to enter into and upon other parts of the Block or the Estate (as appropriate) for the purpose of inspecting repairing maintaining decorating or renewing or replacing any part of the Property including all Service Installations now laid or hereafter to be laid which exclusively serve the Property insofar as work as aforesaid cannot reasonably be carried out without such entry and causing as little disturbance as possible and the Tenant to make good any damage thereby caused
7. The benefit of the respective covenants obligations and restrictions contained in the transfer or lease of any Other Dwellings so far as they affect the Property
8. The right for the Tenant to use reasonably any Communal Facilities subject to the Tenant complying with the relevant provisions of any agreement from time to time made between the Landlord or the Management Company and the persons or corporation installing supplying or maintaining the same and any regulations which the Management Company or the Developer may from time to time make in respect thereof and also paying to the Management Company or the Landlord or any such corporation such rent or charge as the Management Company or Landlord or such person or corporation may require in respect thereof
9. The right for the Tenant to use the Communal Land benefiting or intended to benefit the Property for the purposes for which they were intended subject to and in accordance with any Estate Regulations relating thereto

10. The right for the Tenant to use the Bicycle Store for the temporary storage of a bicycle on a first come first served basis PROVIDED THAT the use of the Bicycle Store shall be at the sole risk of the Tenant and that the Tenant should ensure that any bicycle left in the store should be securely locked and insured
11. The right for the Tenant to use the Bin Store for the purpose of suitably bagged normal household refuse and recycling

SCHEDULE 3

Rights Excepted and Reserved

The following rights are excepted and reserved to the Landlord and the Management Company and the Other Owners (or to the parties specified below):-

1. The right of free passage and running of Services to and from the remainder of the Estate or any part thereof and to and from the land adjoining the Estate through and along the Service Installations now laid or hereafter to be laid in or upon the Property or any part thereof and to construct, tie into and make connections with and put and keep the same in good condition
2. The right for the Landlord and the Management Company with or without workmen and necessary materials and equipment including scaffolding after giving reasonable notice of its intention so to do to the Tenant or the owner or occupier of the Property to enter from time to time upon the Property or any part thereof for the purpose of inspecting the same or constructing, repairing, altering, improving, cleaning, building or rebuilding the Block or any part of the Estate and the buildings or other erections erected thereon or the Service Installations (insofar as such work cannot reasonably be carried out without such entry) or to oversail the Block and the Property with equipment if required and to make good to the reasonable satisfaction of the Tenant any damage arising directly or indirectly out of the exercise of such rights of entry
3. The right for the Landlord and the Management Company with or without workmen and necessary materials and equipment to enter the roof space through the roof access situated within the Property (if any) for the purpose of inspecting the roof space or carrying out of works to the Block or the Service Installations and to make good to the reasonable satisfaction of the Tenant any damage arising directly or indirectly out of the exercise of such rights of entry
4. The right for the Landlord to sell lease or transfer or dispose of any part of the Estate subject to such covenants and restrictions or free from any covenants and restrictions in such manner and in all respects as the Landlord shall from time to time think fit
5. The right for the Landlord and the Management Company to allocate demise or transfer any Unallocated Residential Parking Space with a Dwelling
6. The right for the Landlord to make changes to the layout of the Estate which it considers appropriate and to grant consent to the owners of the Other Dwellings and/or the owners of occupiers of the other parts of the Estate for subsequent alterations or changes under such terms as it considers appropriate
7. The right for the Landlord and the Management Company at any time or times to rebuild reconstruct or alter the Block and/or the Estate or any part thereof (other than the Property) or any buildings on the Estate or to erect new buildings on the Estate in such manner as the Landlord or the Management Company shall think fit notwithstanding that the view or the access of light and/or air to the Property may thereby be interfered with or that noise and/or disturbance may be caused
8. The right for the Landlord and the Management Company to alter the layout of the Communal Land but so not as to prejudice access to the Property
9. The right to tie in to any adjoining Dwelling and of subjacent and lateral support shelter and protection from the Property to the other parts of the Block not hereby demised and the adjoining parts of the Estate

10. All other rights easements quasi-rights and quasi-easements (other than of way) as are now enjoyed by any other part of the Estate in respect of the Property
11. If the Property has any external areas a
 - (a) right to enter from time to time upon the Property for the purpose of carrying out landscaping works or for the purpose of complying with the proper requirements of any Public Authority or to fulfil the requirements of any relevant planning permission with or without workmen and necessary materials after giving reasonable notice of its intention so to do to the Tenant or the owner or occupier of the Property
 - (b) right for the Landlord to grant at any time for the benefit of the Estate all easements wayleaves licences rights and privileges needed by the any Public Authority including any local authorities, highway authority, electricity boards and other supply companies or television and communication service companies in connection with the Services usually provided or maintained by them which shall include for the avoidance of doubt any easement wayleave licence right and privilege required by the local highway authority in order to lay repair maintain and augment the Service Installations, the Estate Sewers and/or Estate Roads
12. The right for the Management Company and the Landlord and any person or persons authorised by it to connect to and use any of the Communal Facilities
13. All rights from time to time granted to any person or corporation of entering the Property for the purpose of inspecting repairing replacing maintaining renewing or removing any Communal Facilities
14. Full right and liberty for the Landlord or the Management Company or any Public Authorities to enter onto the Parking Spaces with or without workmen plant and machinery for the purpose of laying maintaining repairing or replacing Services and a right for the Landlord to temporarily suspend the use of any Parking Space whilst such work is carried out
15. Full right and liberty for the local highway authority Public Authorities and service providers to enter the Managed Land to erect street lighting telephone or other apparatus required by such Public Authority in connection with services to be supplied and maintained on the Estate causing as little damage as possible and making good all damage thereby occasioned and also the right for the Public Authority thereafter to use the same as appropriate
16. The Landlord and the Management Company reserve a right to appoint managing agents to act on their behalf and to pay a reasonable management fee to any appointed agent
17. The right to use and a right to grant to the owners and occupiers of the Other Dwellings and/or other land and/or buildings on Phase 6 and the owners of any adjoining land a right to use the facilities within the Managed Land
18. Full and free right liberty power and authority to and for the Landlord or any person(s) authorised by it at any time within 5 years from the date of this Lease (subject to any restrictions created by statute or international convention) to take photographs films videos painting and sketches or any other type of image record of the exterior of the Property (whether or not in its original state) together with any photographs films videos paintings and sketches or any other type of image record of the interior of the Property taken before the date of this Lease for any merchandising exploitation advertising or commercial use and there is further reserved to the Landlord or any person(s) authorised by it the non-exclusive copyright, neighbouring rights and other rights created by the Copyright Designs and Patents Act 1988 (as amended from time to time) and all rights subsequently created for common application throughout the European Community as may now or at any time in the future exist in rights to record images of the Property and any building thereon (whether or not in their original state as aforesaid)

19. The right for the Management Company or the Landlord or their agents at reasonable times (save in the case of an emergency) to enter onto and to carry out any maintenance or repair work to any part of the Managed Land that has been demised to the Tenant or where rights to use have been given to the but subject to making good any damage caused
20. The right for the Services and Service Installations to pass through the Easement Strip which is situated within the boundaries of the Property (if any) and the right for the relevant Public Authority to have access to the Property with or without vehicles and machinery and constructors at all times in order to maintain, clean, renew, relay, alter and reconstruct and otherwise deal with the Service Installations situated within or under any such Easement Strip

SCHEDULE 4

Tenant's Covenants and Restrictions

1. To Pay Rent

1.1 To pay to the Landlord the Rent at the times and in the manner provided without any deduction save as aforesaid

1.2 if the Rent properly payable or any other monetary payment under this Lease is not paid within fourteen days of becoming due then to pay Interest such interest to accrue from day to day commencing on the date when the payment became due until payment is made

2. To pay the Maintenance Contribution

2.1 To pay to the Management Company (or to the Landlord if the Landlord is carrying out the responsibilities of the Management Company) the Maintenance Contribution by equal half yearly payments in advance without any deduction on the Payment Dates (or such other dates as shall be advised to the Tenant in writing by the Management Company or the Landlord) in every year the first payment being a proportionate payment for the period from the date of this Lease to the next Payment Date to be made on the execution hereof

2.2 If the Maintenance Contribution or any part thereof shall be unpaid for twenty-one (21) days after becoming payable to pay the Management Company Interest upon such sum or sums as shall remain unpaid calculated on a day to day basis from the date of the same becoming due down to the date of payment but without prejudice to the operation of the proviso for re-entry hereinbefore contained or any other right of action of the Management Company in respect of non-payment of the Maintenance Contribution

2.3 To pay to the Landlord or the Management Company on a full indemnity basis all costs and expenses incurred by the Landlord and the Management Company and the Landlord's and/or the Management Company's Solicitors in enforcing the payment by the Tenant of any Rent or Maintenance Contribution payment or other monies payable by the Tenant under the terms of this Lease

3. To pay outgoings

To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which now are or during the Term shall be assessed charged or imposed on or payable in respect of the Property and also to pay a due proportion (to be conclusively determined by the Surveyor if required) of any such item as aforesaid which may be assessed charged or imposed on or payable in respect of the Property together with Other Units Commercial Units or other parts of the Block (but not in respect of the whole of the Block)

4. Use of the Property

4.1 The Property shall:

- (a) only be used as a single private dwelling for a single household or family occupation occupation and the Managed Parking Space which is part of the Property for the parking of an Authorised Vehicle only

- (b) not be used for any trade or business (other than office work at home which is not inconsistent with residential occupation and does not cause any nuisance or annoyance to the Other Owners) without the prior written consent of the Landlord PROVIDED THAT the use of the Property or any other dwelling on the Estate as a show unit or sales unit by BDW Trading Limited shall not be a breach of this restriction
 - (c) not be used in any way which would cause a danger, nuisance or annoyance to the owners or occupiers of Other Dwellings or to the Landlord or for any illegal, immoral or improper use
 - (d) Not to keep permanently on the Property or any other part of the Estate any Unauthorised Vehicle
 - (e) Not to store or bring on to any parking space any article substance or liquid or any specific combustible inflammable material of an explosive nature other than petrol or diesel which is stored within a vehicle's own tanks.
- 4.2 Not to assign or underlet part of the Property as distinct from the whole
- 4.3 Not to place or fix outside the windows of the Property or upon any Balcony any sun blinds window boxes flower pots or other articles without the written consent of the Management Company
- 4.4 Not to put hang or permit to be hung any clothing or other articles upon any Balcony or upon the outside of the Property or the Block
- 4.5 Not to place any hoarding advertisement sign or notice of any description in the windows or on the outside walls or door of the Property or on any Balcony or any other external area but this provision shall not prevent the Tenant from having his name outside the entrance door of the Property on a plate of a size and design to be approved by the Management Company
- 4.6 Not to allow estate agents or other "for sale" or "sold" or "to let" boards to be erected upon the Property or any part of the Block
- 4.7 Not to allow any noise or radio or television or any musical or mechanical instrument to be played or any music or singing to take place in the Property or any other part of the Block so as to be an annoyance to the Landlord or the tenants and occupiers of any of the Other Units or Commercial Units or any other part of the Estate and not to allow any vibration to be caused or musical or mechanical instrument to be played or any music or singing to take place in the Block at all between the hours of eleven p.m. and eight a.m.
- 4.8 Not to bring into the Block or permit to be brought into the Block any pedal cycle other than stored in the Bicycle Store (if any) in accordance with this Lease
- 4.9 Not to enter the roof space(s) (if any) above the Property or in the roof of any part of the Block for any purpose or to store or permit to be placed or stored any articles of any description any such roof space(s) without the prior written consent of the Landlord

5. Observe provisions in Title

To observe and perform all covenants and stipulations contained or referred to in the Charges Register of the Title Number so far as the same relate to or effect the Property and to indemnify the Landlord against all actions proceedings costs claims and demands in respect of any non-observance or non- performance thereof

6. Pets

Not without the written consent of the Management Company to keep any animal bird or reptile in the Property

7. **Flooring**

To close cover all floors of the Property with carpet and underfelt or vinyl or sound absorbing tiles except while the same shall be removed for cleaning repairing or decorating the Property or for some temporary purpose or in the event of wooden flooring being laid to provide a sound absorbent layer between the floor screed and the said wooden flooring

8. **Grant Easements**

The Tenant hereby covenants with the Landlord the Management Company and all Public Authorities that the Tenant shall if so required grant to the said Public Authorities such easements or wayleaves as they shall require in connection with the provision and maintenance of all Service Installations or any one of them now constructed or to be constructed PROVIDED THAT the Tenant hereby agrees:-

- 8.1 not to do cause or permit to be done in or in connection with the said Property anything calculated or likely to cause damage or injury to any of the Service Installations or the Public Authorities' use or access to them and to take all reasonable precautions to prevent such damage or injury;
- 8.2 not without the written consent of the appropriate Public Authorities to place any fixture fitting material or thing within or upon the said Property whereby pressure is exerted directly or indirectly upon the Service Installation or whereby the Public Authorities may be substantially or unreasonably impeded in obtaining access to the Service Installations for the purposes of repairing renewing and maintaining the same
- 8.3 to execute and to request that any lender who has a charge on the Property to execute any easement deed or document required by the relevant Public Authority in respect of the provision maintenance or adoption of the Estate Roads or Estate Sewers or the Easement Strip or the Service Installations or any other agreement, easement or deed of grant or document required by any Public Authority relating to the Estate or any visibility splays or similar provisions immediately on request by the Landlord and at the expense of the Landlord

9. **To repair and keep clean**

- 9.1 At all times during the Term to maintain and keep the Property clean and in good repair and condition and to keep all Service Installations now laid or hereafter to be laid for the exclusive service of the Property in good repair and condition and free from obstruction PROVIDED THAT:
 - (a) The Tenant will not paint or carry out any decoration repair maintenance or otherwise upon the exterior of the Block of which the Property forms part including any Balcony structure and railings
 - (b) before repairing any Service Installations to give notice to the Management Company stating the nature of the defect or damage thereto and in repairing the same will comply in all respects with the requirements of the Surveyor or the Management Company and of all local and Public Authorities having jurisdiction in the matter
- 9.2 If the Tenant makes default in the performance of the covenants relating to works of repair decoration reinstatement replacement or renewal to permit the Landlord and persons authorised by the Landlord (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 Tenant in accordance with those covenants and to repay the expense of the works to the Landlord on demand
- 9.3 To notify the Landlord or the Management Company of any defects or wants of repair decoration reinstatement replacement or renewal in respect of the Block or the Managed Land

9.4 To place all domestic refuse in any container(s) provided in such area as may be specified by the Management Company and to ensure that all rubbish from the Property is disposed of in the receptacles provided suitable wrapped and to ensure that no rubbish is deposited on the Estate except in such receptacles

9.5 **Windows**

As occasion requires thoroughly to clean the interior and the exterior of the glass in all windows of the Property

10. **Windows and Doors**

10.1 To keep the windows and doors and the frames thereof which exclusively serve the Property in good repair and condition and replace the glass in the same without delay if broken or damaged

10.2 Not to paint or otherwise decorate the door or door frame leading into the Flat, the windows, or window frames in any other colour or finish than that at the date of this Lease nor to repair or replace the same or the glass therein in any other style or colour than that at the date of this Lease

11. **To decorate**

Once in every seven years and in the last three months of the Term whensoever and howsoever determined to the reasonable satisfaction of the Management Company in a suitable and workmanlike manner to prepare and decorate with good quality materials all interior parts of the Property

12. **To do works**

At the Tenant's own expense to execute and do all such works as may be directed in pursuance of any statutory enactment or otherwise by any national local or Public Authority or body to be executed or done at any time during the Term upon or in respect of the Property whether by the Management Company or the Tenant thereof

13. **To obtain consents for works**

At the Tenant's own expense to obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Tenant to the Property or any part thereof or any user thereof during the Term and to pay to the Management Company in relation to any planning application inspection or approval or otherwise in connection therewith a fixed fee of £150 together with VAT (the value of such fee will be reviewed every 15 years from the Term Commencement Date with such increases or decreases to be linked to the proportionate increase or decrease of the Index over that 15 year period and such reviews will occur on every 15th anniversary of the Term Commencement Date up to and including the 255th anniversary of the Term Commencement Date and there will be no further reviews after the 255th anniversary of the Term Commencement Date) and to keep the Management Company and the Landlord indemnified in respect of any breach or non-observance thereof

14. **Alterations**

Not to alter the internal planning or the height elevation or appearance of the Property nor at any time make alterations or additions thereto nor cut maim or remove any of the party or other walls or partitions or the principal or bearing iron and steel or other supports thereof without the previous formal consent of the Landlord PROVIDED THAT such plans and specifications of any such alterations or works as the Landlord shall deem necessary shall be first submitted to the Landlord for its approval and the Tenant shall pay to the Landlord or the Landlord's Surveyor in relation to approving the plans and specifications and inspecting the works and in connection with any such licence a fixed fee of £150 together with VAT (the value of such fee will be reviewed every 15 years from the Term Commencement Date with such increases or decreases to be linked to the proportionate increase or decrease of the Index over that 15 year period and such reviews will occur on every 15th anniversary of the Term Commencement Date up to and including the 255th anniversary of the Term Commencement Date and there will be no further reviews after the 255th anniversary of the Term Commencement Date).

15. **Planning**

- 15.1 Not to do or omit to do or suffer to be done or omitted to be done any act or thing on or about the Property which would result in a breach of condition in any planning permission obligation or agreement under the Town and Country Planning Act 1991 so far as the condition relates to or affects the Property
- 15.2 Not to damage or remove any previously existing trees hedges or plants nor any planted by the Landlord on the Property (if any) or the Estate in accordance with a landscaping scheme or pursuant to any planning permission
- 15.3 Comply with all terms and conditions subject to which planning consent has been or may be granted insofar as they affect the Property (save in respect of the original construction thereof)
- 15.4 Forthwith after service upon or receipt by the Tenant of a notice order or direction affecting the Property by any person body or authority (other than the Landlord) to deliver a true copy to the Landlord and if so required by the Landlord to join with the Landlord in making representations concerning proposals affecting the Property as the Landlord may consider desirable and to join with the Landlord in appealing against any order or direction affecting the Property as the Landlord may consider desirable
- 15.5 To comply forthwith at the Tenant's own expense with any nuisance sanitary or any statutory notice lawfully served by any local or public authority upon either the Landlord or the Tenant with respect to the Property and similarly to comply with all requirements of or made under or deriving validity from local or national legislation and regulations which are now in or may come into force whether relating to the Property or relating to any alteration addition or improvement to the user of the employment or residence of any person in or any fixture machinery plant or chattel in the Property

16. **Balcony**

If the Property includes a Balcony then the same shall be used in accordance with the following provisions:

- 16.1 compliance with such reasonable regulations as to its use as the Landlord or the Management Company may from time to time impose
- 16.2 the Tenant
 - (a) to maintain the Balcony in a good and tidy condition and
 - (b) to replace with the same form of surface as at the date of this Lease and
 - (c) not to cook on or use any barbecues or to light fires on the Balcony

(d) not to place or erect a hot tub or any other structure upon the Balcony save for suitable exterior furniture

(e) not to use the Balcony for any purpose that would cause a nuisance or annoyance to any of the Other Owners

17. Assignment and sub-letting

17.1 Not to underlet or part with or share possession of any part of the Property (as distinct from the whole) in any way whatsoever

17.2 Not to underlet the Property as a whole

(a) without the consent of the Landlord such consent not to be unreasonably withheld PROVIDED THAT this clause shall not apply to a Permitted Underletting

(b) except upon terms that the Tenant shall continue to be liable to pay throughout the term of the underlease the Rent hereby reserved and the Maintenance Contribution

17.3 Not to assign underlet or part with possession of the Property as a whole without first procuring that the Rent and all other sums due and payable by the Tenant under this Lease have been fully discharged up to the date of such assignment or underletting

17.4 To comply with the provisions of clause 4.2 above

18. Covenants in underleases

To cause to be inserted in every underlease (whether mediate or immediate) (save for a Permitted Underletting) a covenant by the underlessee with the Management Company and with the Tenant to observe and perform all the covenants and conditions in this Lease contained (except the covenants for the payment of Rent or the Maintenance Contribution which will remain payable by the Tenant)) with a condition permitting re-entry in case of any breach of any of the said covenants or conditions (except as aforesaid) PROVIDED THAT this clause shall not apply to a Permitted Underletting

19. To permit inspections

To permit the Landlord the Management Company or their agents either alone or with workmen at any reasonable hour in the daytime after reasonable notice except in the case of emergency to enter the Property and examine the state of repair and condition thereof and to take an inventory of the Landlord's fixtures and fittings then in and about the same and that the Tenant will repair and make good all defects or want of repair and decoration of which notice in writing shall be given by the Landlord or the Management Company to the Tenant within three calendar months (or sooner in the case of emergency) after the giving of such notice and if the Tenant shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the repair or decoration of the Property it shall be lawful for the Landlord or the Management Company (but without prejudice to the right of re-entry under the clause hereinbefore contained) to enter upon the Property and repair or decorate the same at the expense of the Tenant in accordance with the covenants and provisions hereof and the expenses of such repairs or decorations shall be repaid by the Tenant to the Management Company on demand

20. Service Installations and Estate Roads

- 20.1 Not to interfere with obstruct or damage the Service Installations on the Estate or cause or permit to be done anything calculated or likely to cause damage or injury to or prevent or make more difficult access to any Service Installations and to take all reasonable precautions to prevent such damage or injury and not to alter the level of cover over or reduce support for any Service Installations or cause or allow to be caused any excavations soil removal drilling of bore holes or the planting of deep rooting shrubs of whatsoever description on any part of parts of the Property
- 20.2 To pay the rateable or reasonable and proper proportion of the cost from time to time of maintaining repairing cleansing and renewing any Service Installations and any other thing intended for the joint accommodation of the Property and the Estate which is not part of the Managed Land
- 20.3 Not to do or permit or suffer to be done upon the Property or the Estate any act or thing (other than the exercise of the rights granted) that may result in loss or damage to or interference with any Estate Roads Access Roads and/or Service Installations within the Property which are used jointly with the Landlord or with the owners or occupiers of the Estate or any adjoining or neighbouring land
- 20.4 Not to do anything that would impede the adoption or the vesting of the Estate Roads or Estate Sewers that are intended to be adopted or vested
- 20.5 No dirt rubbish rags or other refuse may be thrown into the sinks baths lavatories cisterns or waste soil pipes in the Property

21. To permit entry for repairs

To permit the Landlord and the Management Company or their tenants or occupiers of the adjoining or neighbouring or nearby flats or of the neighbouring or nearby premises or the respective agents or workmen of the persons aforesaid at reasonable hours in the daytime after reasonable notice (except in the case of emergency) to enter upon the Property for the purpose of executing repairs improvements or alterations to or upon any part of the Block (whether hereby demised or not) or of the said neighbouring premises or for the purpose of constructing laying down altering cleansing emptying removing renewing or maintaining any existing or new Service Installations now laid or to be laid in or upon the Block or any part thereof including the Property but making good to the Tenant all damage thereby occasioned and the Tenant will not remove or interfere with any such Service Installations PROVIDED THAT any new Service Installations shall be located in the position which will least interfere with the enjoyment by the Tenant of the amenities of the Property

22. To pay costs of notices

To pay to the Landlord and the Management Company on demand all costs charges and expenses (including legal costs, surveyor's fees and all costs associated with an application and hearing at a Leasehold Valuation Tribunal) which may be incurred by the Management Company or which may become payable by the Management Company in respect of the preparation or service of a schedule of dilapidations or under or in contemplation of any proceedings in respect of the Property under Sections 146 and 147 of the Law of Property Act 1925 or in preparation or service of any notice thereunder respectively notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

23. Insurance

- 23.1 Not to do or permit or suffer any act matter or thing in or upon the Property which may render any increased or extra premium to be payable for the insurance of the Block or which may make void or voidable any policy for such insurance and to indemnify the Landlord and the Management Company against any increased or additional premium which by reason of any such act or default of the Tenant may be required for effecting or keeping up any such insurance

- 23.2 In the event of the Property or Block or any part thereof being damaged or destroyed by fire or any other risk insured in accordance with the provisions hereinafter contained at any time during the Term and the insurance money under any insurance policy effected thereon in accordance with such provisions being wholly or partially irrecoverable by reason solely or in part of any act of default of the Tenant then in every such case the Tenant shall forthwith pay to the Management Company the whole or (as the case may require) a fair proportion of the cost of rebuilding and reinstating the same. Any dispute as to the proportion to be so contributed by the Tenant or otherwise in respect of or arising out of this provision is to be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force
- 23.3 Not to insure in respect of risks insured under the provisions of this Lease
- 23.4 In the event of the Property or any part being damaged or destroyed by the occurrence of a risk against which the Management Company has or ought to have insured under the provisions of this Lease to give immediate notice to the Management Company
- 23.5 **To permit letting notices**
- To permit the Landlord and the Management Company or its surveyors or agents at any time during the last three months of the Term howsoever determined to exhibit suitable notice boards in any part of the Block (but so that no notice shall be exhibited in or upon any windows or doors of the Property) that the Property or the Block and curtilage of any of them are or is to be let or sold and also at all convenient hours in the daytime by appointment if reasonably possible to enter into with and to show the Property to any person desiring to view the same and to allow any persons producing a written authority from the Landlord or the Management Company or the surveyors or agents to enter and view the same
24. **To yield up in repair**
- At the expiration or sooner determination of the Term to yield up to the Landlord the Property together with all additions and improvements made thereto in the meantime so decorated repaired cleansed maintained amended and kept as aforesaid
25. **Not to obstruct and parking restrictions**
- 25.1 Not to obstruct or do or suffer to be done anything which might hinder or prevent free access with or without vehicles to the entrance doors of the Block
- 25.2 Not to leave or place any item in nor to obstruct the entrance hall staircase and landing leading to the Apartments
- 25.3 Not to park on or otherwise obstruct the Estate Roads the Access Roads the Drivethroughs or park on or obstruct any verges or footpaths on the Estate or permit any other parties to do so
- 25.4 Not to park any vehicles on or otherwise obstruct any part of the Managed Land (other than on the Managed Parking Space or any Visitor Parking Space where such parking must be in accordance with the restrictions contained in this Lease or any Estate Regulations)
26. **To forward notices**
- Forthwith to give notice to the Landlord and the Management Company of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any underlessee of the Property and if so required by the Management Company to produce the same and where reasonably required by the Management Company make or join in making such applications and representations in respect thereof as are referred to in in this Lease
27. **Not to erect aerials or satellite dishes or solar panels**

Not to erect or cause or permit to be erected upon the exterior of the Property or upon any exterior part of the Block any satellite television dish or any wireless television or other aerial or other apparatus for receiving wireless telegraphic or other signals or solar panels and not to cause or permit any such aerial or apparatus wholly or in part to project from the interior of the Property

28. **To pay or contribute to repairs necessitated by the Tenant's default**

To repay to the Management Company all costs charges and expenses incurred by the Management Company in repairing renewing and reinstating any part of the Block not hereby demised or any Service Installations laid in connection with the Block so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act negligence or default of the Tenant

29. **Creation of rights or easements**

Not to stop up darken or obstruct any windows or lights belonging to the Property or the Block nor knowingly permit any new window light opening doorway path passage or drain or other encroachment or easement to be made or acquired into against or upon the Property ("**New Works**") and in case any New Works shall be made or attempted to be made forthwith upon first becoming aware thereof to give notice in writing to the Landlord and at the request of the Landlord to adopt such means as may be reasonably required or deemed proper for preventing such encroachment or the acquisition of any such easement

30. **Easement Strip**

30.1 Not to use the land situated within any Easement Strip for any purpose that could injure or damage the Service Installations situated thereunder or make access more difficult than at the date of this deed by altering, depositing or carrying out any development thereon

Not to:-

- (a) construct any building wall or other structure or hard surface over any Easement Strip nor withdraw support from the Service Installations thereunder nor
- (b) plant any deep rooting trees or shrubs in any Easement Strip or within 1 metre on either side of any Service Installations installed or to be installed therein
- (c) excavate under or alter the level of the ground over nor construct or permit to be constructed any building structure or erection of any kind whatsoever within 1 metre either side of the route of the Service Installations other than those currently in existence
- (d) withdraw support from the Service Installations or from the Easement Strip
- (e) undertake or cause or permit to be undertaken any piling or percussive works within the Easement Strip
- (f) materially alter the ground levels within the Easement Strip

Provided that any structure erected at the date of this Transfer shall not be a breach of this restriction

31. **Use of Managed Parking Space**

- 31.1 Not to use the Managed Parking Space except for the parking of an Authorised Vehicle
- 31.2 Not to carry out any repairs to any motor vehicle for the time being parked on the Managed Parking Space other than minor repairs which can be carried out without causing any noise or nuisance
- 31.3 If the Managed Parking Space is situated within the Block or a covered car parking area not to store on the Managed Parking Space or in any vehicle for the time being thereon any petrol oil or other inflammable material except for petrol and oil in the tanks of such vehicle
- 31.4 Not to erect any structure upon the Managed Parking Space save for any carport or structure erected thereover at the date of this Lease
- 31.5 Not to permit any vehicle to spill or leak fuel oil or other substance onto the Managed Parking Space or any other part of the Estate

32. **Use of the Visitor Parking Spaces**

- 32.1 Not to use or permit the use of any Visitor Parking Space except for the parking of an Authorised Vehicle
- 32.2 Not to carry out or permit the carrying out of any repairs to any motor vehicle for the time being parked on any Visitor Parking Space other than minor repairs which can be carried out without causing any noise or nuisance
- 32.3 If the Visitor Parking Space is situated within the Block or under cover not to store on any Visitor Parking Space or in any vehicle for the time being thereon any petrol oil or other inflammable material except for petrol and oil in the tanks of such vehicle
- 32.4 Not to permit any vehicle to spill or leak fuel oil or other substance onto any Visitor Parking Spaces or any other part of the Estate

33. **Regulations**

At all times during the Term to observe the Regulations and to use reasonable endeavours to ensure that all persons living in or visiting the Property shall comply at all times with the Estate Regulations from time to time in force

34. **Use and Insurance of the Managed Land**

- 34.1 Not to obstruct or park any vehicles on the Communal Land
- 34.2 Not to cause any damage or injury to any part of the Managed Land or to do or permit or suffer any act matter or thing in or upon the Property or the Estate which would render any increased or extra premium to be payable for the insurance on any part of the Managed Land or which would make void or voidable any such policy of insurance and to indemnify the Landlord against any increased or additional premium which by reason of any such act or default of the Tenant may be required for effecting or keeping up any such insurance
- 34.3 Keep all animals and pets under control and not to permit them to foul any part of the Managed Land PROVIDED THAT the Management Company may in its absolute discretion prohibit any animal pet or reptile from being kept in the Property in the event of persistent breach of this covenant

35. **Become a member of the Management Company**

The Tenant hereby covenants to become a member of the Management Company and to become the Director or Secretary of the Management Company if requested to do so by the Landlord or the current holders of these positions

36. Vehicles

- 36.1 Not to carry out nor allow to be carried out on a commercial basis any vehicle maintenance on any part of the Estate
- 36.2 Not to allow or cause to be allowed the deterioration of any vehicle on the Estate to an unreasonable condition nor to abandon any vehicle whatsoever on any part of the Estate and in the event of any breach of this covenant it shall be lawful for the Landlord or 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 Tenant any costs incurred

37. Other Provisions

- 37.1 At all times to comply with the obligations attaching to members of the Management Company under the its Articles of Association
- 37.2 Not to unreasonably withhold consent to a request made by the Landlord under Section 8 of the Landlord & Tenant (Covenants) Act 1995 for a release from all or any of the Landlord's covenants in this Lease
- 37.3 Not to make any claim against the Landlord under the provisions of the Land Compensation Act 1973 in connection with the development carried out by the Landlord of any part of the Estate or any land adjoining or adjacent to the Estate or any roadways thereon

38. Agreement with service provider(s)

The Tenant hereby covenants to

- 38.1 enter into any agreement with any third party service provider(s) for the provision of services for heating, water and/or electricity if requested to do so and which service serves the Property or any part thereof and to indemnify the Landlord or the Management Company (as applicable) regarding any costs incurred which relate to the Property or any part thereof relating to these services and
- 38.2 if required to do so to become a member of any separate management company incorporated who will enter into any service agreement with any third party service provider(s) for the provision of services for heating, water and/or electricity and will become a Director or Secretary of the same if requested to do so

SCHEDULE 5

Part I - Variation of Proportions

If in the opinion of the Management Company or the Landlord it should at any time become necessary or equitable to do so the Management Company or the Landlord shall recalculate on an equitable basis the contributions payable by all of the owners of the Apartments and Commercial Units and notify the Tenant accordingly and in such case as from the date specified in the notice (which for the avoidance of doubt can be a date prior to the date of the notice) the new Tenant's Proportion notified to the Tenant in respect of the Property shall be substituted for that set out above

Part II - Computation of Annual Maintenance Provision and the Maintenance Adjustment

1. The Annual Maintenance Provision in respect of each Financial Year shall be computed before the commencement of the Financial Year and shall be computed in accordance with clause 2 hereof
2. The Annual Maintenance Provision shall consist of a sum comprising
 - 2.1 the expenditure estimated as likely to be incurred in the Financial Year by the Management Company for the purposes mentioned in Schedule 6
 - 2.2 an appropriate amount as a reserve for or towards those of the matters mentioned in Schedule 6 as are likely to give rise to expenditure after such Financial Year including (but not limited to) such matters as the decorating of the exterior of the Block the repair of the structure thereof and the repair of the Service Installations
 - 2.3 a reasonable sum to remunerate the Management Company or its agents for its administrative expenses (including a profit element) such sum if challenged by any tenant to be referred for determination by an independent chartered accountant appointed on the application of the Management Company by the President of the Institute of Chartered Accountants in England and Wales acting as an expert and whose fees and disbursements shall be paid as the said independent chartered accountant shall direct
3. After the end of each Financial Year the Management Company shall determine the Maintenance Adjustment which shall be the amount (if any) by which the estimate under clause 2.1 above shall have exceeded or fallen short of the actual expenditure in the Financial Year
4. The Tenant shall be allowed or shall pay within 21 days of being provided with the information referred to in clause 3 above (as the case may be) the proportion of the Maintenance Adjustment appropriate to the Property
5. Subject to provisions of clause 2.3 of this Schedule a certificate signed by the Management Company and purporting to show the amount of the Annual Maintenance Provision or the amount of the Maintenance Adjustment for any Financial Year shall be conclusive of such amount
6. The Management Company shall arrange for Service Charge accounts in respect of each Financial Year to be prepared and shall supply to the Tenant a summary of such accounts

7. If the Tenant shall at any time during the Term object to any item of the Service Charge as being unreasonable or to the insurance being insufficient then the Tenant shall refer the matter in dispute for determination to the Surveyor whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide PROVIDED THAT any said objection by the Tenant shall not affect the obligation of the Tenant to pay to the Management Company the Maintenance Contribution in accordance with this Schedule and after the decision of any person appointed as aforesaid any overpayment by the Tenant shall be credited against future payment due from the Tenant to the Management Company under the terms of this Schedule

8. The amount of Maintenance Contribution shall be adjusted to take into account any sums received by the Management Company as contribution towards the cost of the matters mentioned in Schedule 6 from the owners Tenants or occupiers of any adjoining or neighbouring properties to Phase 6

SCHEDULE 6

Obligations to be complied with by the Management Company and the purposes for which the Service Charge is to be applied

Part "A" – Block Costs and responsibilities

1. **Decoration and repair of structure and maintenance of grounds**

- 1.1 As often as may in the opinion of the Management Company be necessary to prepare and decorate in appropriate colours with good quality materials and in a workmanlike manner all the outside rendering wood and metalwork of the Block usually decorated
- 1.2 To keep the interior and exterior walls and ceilings and floors of the Block and the whole of the structure roof foundations and main drains boundary walls and fences of the Block (but excluding such parts thereof as are included in the Property by virtue of the definition contained in Schedule 1 and the corresponding parts of all Other Units and Commercial Units) in good repair and condition

2. **Decoration and repair of Internal Common Parts**

- 2.1 To keep the entrance hall staircase and landing leading to the Apartments and used in common by the owners and occupiers of the Apartments and all Service Installations now laid or hereafter to be laid in or upon the Block or any part thereof (other than those serving exclusively individual Apartments therein) in good repair and condition and as often as may in the opinion of the Management Company be necessary in a suitable and workmanlike manner to prepare and decorate with good quality materials the interior of the Internal Common Parts
- 2.2 To keep the Internal Common Parts suitably furnished, lit, heated (if heating facilities are available and as and when required) cleaned and supplied with electricity

3. **Payment of outgoings**

To pay any costs and expenses incurred by the Management Company:

- 3.1 in maintaining a supply of water to the Block
- 3.2 the supply of electricity to the common parts
- 3.3 in servicing the lifts (if any) and fire equipment whenever this may be required and carrying out any fire risk assessments as and when required
- 3.4 any other outgoings

4. **Payment of costs incurred in the management of the Block**

To make provision for the payment of all costs and expenses incurred by the Management Company in the running and the management of the Block and the costs and expenses (including solicitor's costs and disbursements) incurred in the collection of Service Charge costs (and Rent if so required by the Landlord) in respect of the Dwellings and in the enforcement of the covenants and conditions and regulations contained in the leases granted of the Apartments and the Commercial Units

5. **Cable, television, aerial, entry phone and fire alarm**

To pay all expenses of providing maintaining repairing renewing servicing or otherwise relating to any communal television aerial, cable communication including broadband connections, fire alarm and any video entry system or any other Communal Facility (if any) including any fees or charges payable to any contractor person or corporation in respect of the same

6. **Insurance**

- 6.1 To keep the Block (including the Landlord's fixtures and fittings and the furnishings of the Internal Common Parts but not the contents of any Dwelling therein) and the Managed Parking Spaces demised with the Apartments insured against the Insured Risks for a sum equal to not less than the full replacement value thereof and (at the Management Company's option) for three years loss of ground rent and all architect's surveyor's and other fees necessary in connection therewith in some insurance office of repute and through such agency as the Landlord shall in its absolute discretion decide
- 6.2 To have the Tenant and the Landlord included in the policy as insured persons (but not necessarily specifically named) and to send to the Tenant on request a copy or extract from the policy of insurance and the receipt for the current premium
- 6.3 Forthwith to utilise the proceeds received of any such policy so far as the same will extend to rebuild or reinstate the Block and the Tenant hereby authorises the Management Company and the Landlord to receive the insurance moneys for this purpose but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Tenant his servants agents guests invitees or licensees
- 6.4 To have the Block revalued for insurance purposes from time to time in accordance with good estate management

PROVIDED THAT the Block shall be deemed to be insured for a sum equal to the full replacement value thereof notwithstanding that any policy or policies of insurance in force contains a provision whereby the first part of any loss shall not be borne by the Insurers (hereinafter called "an excess provision") so long as the Management Company or the Landlord is satisfied that the inclusion of such an excess provision in any policy of insurance is in the general interest of the owners of the Apartments and Commercial Units having regard to the additional costs of insuring without such excess provision

6.5 ***Provision of additional service***

To pay all expenses of providing any heating, electricity, water, hot water, gas or other services to the Property if the Landlord or the Management Company is obliged to provide any such services such payment to be collected either through the Maintenance Contribution or directly to the service supplier as required.

Part "B" –Phase 6 Communal Areas Costs and responsibilities

1. **Maintenance of grounds**

- 1.1 To keep the Phase 6 Communal Areas properly repaired maintained and surfaced and (where appropriate) lighted and the landscaped areas associated therewith properly cultivated and preserved in good order and condition
- 1.2 To maintain the facilities within the Phase 6 Communal Areas in good order and condition and to carry out periodic risk assessments of the Phase 6 Communal Areas in accordance with good estate management practice

2. **Third Party Insurance**

To effect insurance against the liability of the Management Company relating to the Phase 6 Communal Areas to third parties and against such other risks and in such amount as the Management Company shall think fit (but not against the liability of the individual Tenants as occupiers of the Apartments)

Part "C" – General and Administration Costs and responsibilities

1. Payment of outgoings

- 1.1 To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or during the Term shall be assessed charged or imposed or payable on or in respect of the Managed Land or any part thereof

2. Employment of staff

Unless prevented by any cause beyond the control of the Management Company to employ such staff to perform such services as the Management Company or shall think necessary in or about the Block and Phase 6 but so that the Management Company shall not be liable to the Tenant for any act default or omission of such staff

3. Payment of costs incurred in the management of the Managed Land

To make provision for the payment of all costs and expenses incurred by the Management Company:-

- 3.1 in the running and the management of the Managed Land and the costs and expenses (including solicitor's costs and disbursements) incurred in the collection of Service Charge payments (including the Maintenance Contribution) (and Rent if so required by the Landlord) in respect of the Dwellings and in the enforcement of the covenants and conditions and regulations contained in the leases granted of the Apartments and Commercial Units and
- 3.2 in making such applications and representations and taking such action as the Management Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any underlessee of the Property or on any owner or occupier of Phase 6 on the Management Company or the Landlord in respect of the Managed Land and
- 3.3 in the determination of the Management Company's remuneration referred to in Part II of Schedule 5
- 3.4 in the preparation and audit or certification or other review of the Service Charge accounts
- 3.5 in the payment of the costs fees and expenses paid to any managing agent appointed by the Management Company
- 3.6 in the payment of any costs fees and expenses incurred in varying the Tenant's Proportion pursuant to Schedule 5 Part I
- 3.7 in the costs of all services reports inspections and reviews required by legislation from time to time including but not limited to Health and Safety Inspections, Asbestos Inspections, Fire Safety Inspections, preparation of tax returns, cost of inspections of books and records by Tenants and costs incurred in complying with consultation with tenants in respect of qualifying works as defined under the Landlord and Tenant Act 1985 as amended
- 3.8 all charges and associated costs incurred maintaining client bank accounts in line with legislation from time to time

3.9 all costs involved with the provision of the services by the Management Company including but not limited to legal fees professional fees accounting fees costs incurred in the preparation of financial statements and tax returns and all Register of Companies costs howsoever arising

3.10 all costs incurred in the preparation of and attendance at the Leasehold Valuation Tribunal and the Land Chamber of the Upper Tribunal or Court either as applicant or defendant

4. **Payment of Interest**

To pay all interest costs and expenses that may be incurred by the Management Company in the event of the Management Company having to arrange a loan to maintain a credit balance in the Service Charge fund from a bank or other institution or in the event of the Management Company making a loan from its own funds paying such interest costs and expenses as are no more than those then currently chargeable for such commercial transactions

5. **Enforcing covenants of Other Tenants in favour of the Management Company**

If so required by any owner of an Apartment or Commercial Units to enforce the covenants and conditions contained herein on the part of the Tenant or similar covenants and conditions entered into or to be entered into by the Other Units or in any Commercial Units in favour of the Management Company so far as the same affect the Property subject to the provisions set out in Schedule 9

6. **Risk Assessments**

To carry out periodic risk assessments of the Managed Land in accordance with good estate management

7. **Payment of taxes**

To pay any taxes which may be assessed or charged on the Service Charge or the income arising from any investment of the same

8. **Joint expenditure**

To reimburse to the adjoining owner (which expression shall mean and include the Landlord and the Management Company and the owner and owners of any adjoining property ("the Adjoining Owner")) a due proportion of any expenditure incurred by the Adjoining Owner which relates both to any such adjoining property and to the Block and falls within any of the purposes mentioned in this Schedule PROVIDED ALWAYS that where any such expenditure is incurred it shall be apportioned in such manner as may be agreed between the Management Company or the Surveyor and the Adjoining Owner's surveyor or in default of agreement determined by an independent surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Management Company who shall act as an expert and whose determination shall be final and binding on the parties

9. **Other services and expenses**

To carry out all repairs to any other part of the Block or Phase 6 for which the Management Company may be liable and to provide and supply such other services for the benefit of the Block or Phase 6 and to carry out such other repairs and such improvements works additions and to such other repairs and such improvements works additions and to defray such other costs (including the modernisation or replacement of plant and machinery) as the Management Company shall consider necessary to maintain Phase 6 and Block as a high quality environment or otherwise desirable in the general interest of the owners and/or occupiers of Phase 6

SCHEDULE 7

Calculation of the Maintenance Contribution

1. The Maintenance Contribution in respect of the Property means:
 - 1.1 the Part A Proportion of the amount attributable to the costs in connection with the matters mentioned in Part "A" of Schedule 6 and of whatever of the matters referred to in Part "C" of the said Schedule are expenses properly incurred by the Management Company which are relative to the matters mentioned in Part "A" of the said Schedule
 - 1.2 the Part B Proportion of the amount attributable to the costs in connection with the matters mentioned in Part "B" of Schedule 6 and of whatever of the matters referred to in Part "C" of the said Schedule are expenses properly incurred by the Management Company which are relative to the matters mentioned in Part "B" of the said Schedule

SCHEDULE 8

The Landlord's Covenants

Part A

The Landlord hereby covenants with the Management Company and the Tenant but not so as to bind itself in respect of breaches of covenants committed after it shall have parted with the reversion immediately expectant on the Term to the intent that the Landlord's covenants shall be personal to the person in whom the reversion immediately expectant upon this Lease is vested for the time being

1. Quiet Enjoyment

That the Tenant paying the Maintenance Contribution and all other moneys payable under this Lease and performing and observing the covenants conditions and agreements herein contained and on his part to be performed and observed shall peaceably hold and enjoy the Property during the Term hereby granted without any interruption by the Landlord or any person rightfully claiming under or in trust for it

2. Covenants in Leases

That every lease or tenancy of an Apartment in the Block hereafter granted shall (save for such variations as may be necessary in the case of Apartments let at rack rents and save in relation to the Commercial Units) shall be substantially in the form of this Lease and contain covenants on the part of the Tenant similar in all material respects to those contained in this Lease as are appropriate to the property in question

3. To enforce covenants of Other Owners

If so required by the Tenant to enforce the covenants and conditions similar to those contained herein on the part of the Tenant entered into or to be entered into by the owners of the Other Units (or in relation to the covenants imposed on the Commercial Units) so far as they affect the Property subject to the Tenant indemnifying the Landlord against all costs and expenses of such enforcement and giving reasonable security for such costs and expenses PROVIDED THAT

1.1 the Landlord shall not be required to take or continue any action or incur costs and expenses under this sub-clause until such security as the Landlord in the Landlord's absolute discretion may from time to time require has been given by the Tenant or the Tenant's mortgagee requesting action

1.2 the Landlord may at the Landlord's absolute discretion require the Tenant or the persons requesting action at their expense to obtain for the Landlord from Counsel to be nominated by the Landlord advice in writing as to the merits of the contemplated action in respect of the allegations made and in that event the Landlord shall not be bound to take action unless Counsel advises that the action should be taken and that it is likely to succeed

1.3 the Tenant shall join in any action or proceedings arising out of this sub-clause if so required by the Landlord

1.4 the Tenant shall indemnify and reimburse the Landlord for costs and expenses incurred by or awarded against the Landlord arising out of this sub-clause (including reasonable reimbursement for the time spent by the Landlord or any agent or servant of the Landlord)]

Part B

The Landlord hereby covenants with the Management Company and the Tenant

1. Construction of Roads

The Landlord covenants with the Tenant to construct and maintain or procure the construction and maintenance of the Estate Roads and/or the Estate Sewers and such of the main drains and sewers as it is intended should be adopted to the requirements of the highway authority and drainage authority and to indemnify the Tenant against all costs claims and demands arising from any failure to do so until the Estate Roads and Estate Sewers become maintainable by the relevant Public Authority

2. Take over responsibilities of Management Company

That if the Management Company goes into liquidation (whether compulsory or voluntary) for any reason other than for the purposes of amalgamation or reconstruction or is struck off or if pending the transfer of control of the Management Company to the Tenants the Management Company shall fail to perform any of its obligations then following receipt of written notification by the Landlord the Landlord will perform such obligations PROVIDED ALWAYS that in the event of the Landlord (whether pursuant to a request from the Tenant or otherwise) performing the obligations of the Management Company the Landlord shall have all the rights and powers of the Management Company hereunder and the Landlord may by fourteen days' notice in writing direct the Tenant to pay the Maintenance Contribution and any other sum payable to the Management Company under this Lease to the Landlord PROVIDED ALWAYS that the Landlord shall have no liability in respect of any monies which may be paid to the Management Company by the Tenant

3. To observe Regulations and to pay Service Charge in respect of the Managed Land within the Block

As to the parts of the Block retained by the Landlord or which may come into the possession of the Landlord by the determination or expiration of any lease of any part of the Block at all times during the Term to observe and perform the Regulations and to pay the Tenant's Proportion of the Service Charge of those part or parts of the Block (but not contribute to any reserve fund).

SCHEDULE 9

The Management Company's Covenants

1. The Management Company will during the Term carry out the repairs and provide the services specified in Schedule 6 to be carried out and provided by the Management Company PROVIDED ALWAYS THAT:

1.1 The Tenant shall have paid the Maintenance Contribution due

1.2 The Tenant shall not be in breach of any of his covenants contained in this Lease

1.3 In the case of any item of disrepair the Management Company shall not be liable for breach of this covenant until the Tenant has given written notice thereof to the Management Company and the Management Company has had a reasonable opportunity to remedy the same

2. **Reserve Funds**

The Management Company shall ensure that the reserve fund or funds 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 its members and shall only be applied in connection with the matters detailed in Schedule 6

3. **Access**

If the Management Company shall (in exercise of the rights hereinbefore reserved) require access to the Property to give at least seventy-two hours' notice in writing (except in cases of extreme urgency) to the Tenant, the Management Company on giving such notice being entitled to carry out the said repairs or works to the Property but so that the Management Company shall act carefully and reasonably doing as little damage to the Property as may be and making good all damage done as soon as shall be reasonably practicable

4. **To make applications**

To make such applications and representations and take such actions as it shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or on any underlessee of the Property or on any owner or underlessee of any Other Units Commercial Units or on the Management Company in respect of the Block or all or any of the Apartments therein

5. **To enforce covenants of Other Owners**

If so required by the Tenant to enforce the covenants and conditions similar to those contained herein on the part of the Tenant entered into or to be entered into by the owners of the Other Units (or those covenants imposed on the Commercial Units) so far as they affect the Property subject to the Tenant indemnifying the Management Company against all costs and expenses of such enforcement and giving reasonable security for such costs and expenses PROVIDED THAT

5.1 the Management Company shall not be required to take or continue any action or incur costs and expenses under this sub-clause until such security as the Management Company in the Management Company's absolute discretion may from time to time require has been given by the Tenant or the Tenant's mortgagee requesting action

- 5.2 the Management Company may at the Management Company's absolute discretion require the Tenant or the persons requesting action at their expense to obtain for the Management Company from Counsel to be nominated by the Management Company advice in writing as to the merits of the contemplated action in respect of the allegations made and in that event the Landlord shall not be bound to take action unless Counsel advises that the action should be taken and that it is likely to succeed
- 5.3 the Tenant shall join in any action or proceedings arising out of this sub-clause if so required by the Management Company
- 5.4 the Tenant shall indemnify and reimburse the Management Company for costs and expenses incurred by or awarded against the Management Company arising out of this sub-clause (including reasonable reimbursement for the time spent by the Management Company or any agent or servant of the Management Company)

6. **Insurance**

To effect the insurance of the Block in accordance with the provisions of this Lease

7. **Take a transfer of Managed Land**

The Management Company hereby covenants to enter into a transfer or lease in respect of the Managed Land or any part thereof and to take ownership of the same if requested to do so by the Landlord provided that the Landlord shall not be under any obligation to make such a request

SCHEDULE 10

Incentives

The incentives to be given to the Tenant (if any) are as follows:

Contribution towards deposit £12,000.00

Upgrade Wardrobe to Bedroom 2

Amtico - Lounge/Diner, Kitchen, Hall, Utility, Cupboard, Bathroom & Ensuite

Carpets - Both Bedrooms

SCHEDULE 11
Draft Deed of Covenant

This Deed of Covenant is made the..... day of.....20..

Between

- (1) [●] (the "**Purchaser**")
- (2) [●] **Management Company Limited** whose registered office is situate at [●] (Company Registration No. [●]) (the "**Management Company**")

Whereas:

- (1) Words and expressions used herein have the meanings ascribed to them respectively in the lease (the "**Lease**") dated the..... day of..... 20 made between BDW Trading Limited (1) the Management Company (2) and [] (3)
- (2) This Deed is intended to be supplemental to the Lease of the property known as ●{insert postal address} (the "**Property**")
- (3) The Lease includes a covenant by the Tenant that any transferee/certain Tenants from time to time of the Property will enter into a deed of covenant in the form of this Deed of Covenant
- (4) The Purchaser is about to become or has simultaneously herewith become the owner of the Property

NOW THIS DEED WITNESSETH that the Purchaser HEREBY COVENANTS with the Management Company in respect of the Property that the Purchaser will hereafter duly pay the Rent and Maintenance Contribution referred to in the Lease and will observe and perform all the covenants contained in the Lease insofar as they fall to be observed and performed by the Purchaser (whether running with the land or of a purely personal or collateral nature) PROVIDED THAT the Purchaser's liability under this deed shall absolutely cease and determine on the date of a transfer of the Property to a person or corporation who shall on or before such date have entered into a deed of covenant in the same terms as this deed but this is without prejudice to the liability of the Purchaser to pay any sums which have already become due at the date of such transfer

Signed etc.

SCHEDULE 12

RIGHTS AND COVENANTS IN FAVOUR OF WATER AUTHORITY

This Schedule shall only apply to this Property if any part of the Protected Strip as defined below falls within the boundaries of the Property

Definitions:

"the Apparatus"

means the foul and/or surface water sewers, lateral drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are defined within the Protected Strip defined below

"the Dominant Tenement"

means the undertaking of the Undertaker within its area as particularised in the "Undertaker's Instrument of Appointment" as a sewerage undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof so as to be enforceable by the Undertaker as provided by Section 37 of the Southern Water Act 1988

"the Protected Strip"

means that strip of land shown referred to in the Section 102/104 Agreement relating to the Estate as being "Protected Strip" and/or the land coloured yellow on Plan 4

"the Undertaker"

means Thames Water Utilities Limited and its successors in title

1. Rights

Subject to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Transferee from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Transferee hereby grants with full title guarantee the following perpetual rights ("the Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

(a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal pond lake or watercourse (as defined by Section 219(1) of the Water Industry Act 1991) within or adjacent to the Protected Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and from such discharge to flow along and within any canal pond lake or watercourse and the right at any time to take samples of such discharge

(b) For the purposes hereof and in particular for the purposes mentioned in paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Transferee (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Transferee's adjoining land

(c) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus Provided the same are not erected in such a position as to unreasonably affect the beneficial use of the land hereby transferred

(d) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights

(e) The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Transferee as shall be necessary and for so long as may be necessary during the exercise of the Rights

(f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee

(g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon

2. Covenants

The Transferee to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefited or protected but not so as to render the Transferee personally liable for any breach of covenant committed after the Transferee has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

(a) Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Transferee for any purposes that may:

(i) Endanger injure or damage the Apparatus or render access thereto more difficult or expensive

(ii) Adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same

(b) Without prejudice to the generality of the foregoing:

(i) Not to erect construct or place within the Protected Strip any building wall or other structure or erection or any work of any kind whether permanent or temporary Provided Always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character

(ii) Not to withdraw support from the Apparatus or from the Protected Strip

(iii) Not to undertake or cause or permit to be undertaken any piling or percussive Works within the Protected Strip

(iv) Not to alter the ground levels within the Protected Strip

(v) Not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip

(vi) Not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED THAT this prohibition shall not apply to an existing street road pipe duct or cable

(c) To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip

(d) The Undertaker shall have the benefit of the right to enforce these covenants pursuant to The Contract (Rights of Third Parties) Act 1999

(e) Notwithstanding the earlier exercise of the Rights or the earlier enforcement of any covenants in respect thereof the Apparatus shall not vest in the Undertaker until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991



EXECUTED AS A DEED by


and

as the Attorneys on behalf of


BDW TRADING LIMITED

in exercise of the Power conferred

by a Power of Attorney

SIGNATURE OF ATTORNEY  ROBERT ALLEN

in the presence of:

SIGNATURE OF WITNESS 

Jude Kale

Name:

Address:

David Wilson Homes Southern
Norgate House, Tealgate
Chartham Park, Hungerford
Berkshire RG17 0YT

Occupation:

SIGNATURE OF ATTORNEY  Robert Dabbs

in the presence of:

SIGNATURE OF WITNESS 

Jude Kale

Name:

Address:

David Wilson Homes Southern
Norgate House, Tealgate
Chartham Park, Hungerford
Berkshire RG17 0YT

Occupation:

1. The first part of the document is a list of names.

2. The second part is a list of dates.

3. The third part is a list of locations.

4. The fourth part is a list of events.

5. The fifth part is a list of activities.

EXECUTED AS A DEED by

and

as the Attorneys on behalf of

**MONTAGUE PARK NO.2 (BUCKHURST FARM) MANAGEMENT
COMPANY LIMITED**

in exercise of the Power conferred

by a Power of Attorney


SIGNATURE OF ATTORNEY  

in the presence of:

SIGNATURE OF WITNESS 
Name: **Jude Kale**

Address: ~~David Wilson Homes Southern~~.....
Norgate House, Tealgate
Charnham Park, Hungerford
Berkshire RG17 0YT

Occupation:

SIGNATURE OF ATTORNEY **Robert Dabbs** 

in the presence of:

SIGNATURE OF WITNESS 
Name: **Jude Kale**

Address: ~~David Wilson Homes Southern~~.....
Norgate House, Tealgate
Charnham Park, Hungerford
Berkshire RG17 0YT

Occupation:



SIGNED as a DEED by
DANIELLE GRACE MURRAY

In the presence of:

.....

Signature of witness

Name (in block capitals)

Address

.....

Occupation

SIGNED as a DEED by
BENJAMIN GEAL

In the presence of:

.....

Signature of witness

Name (in block capitals)

Address

.....

Occupation

