

Dated

14 NOVEMBER

2003

BONHAM HOMES LIMITED

(1)

SANDFORD COURT (WINNERSH) MANAGEMENT COMPANY LIMITED

(2)

SHARON STILES

(3)

LEASE

relating to
Plot 8
Sandford Court
Reading Road
Winnersh

Gellhorn Cooney Laughtarne
Connaught House
Alexandra Terrace
GUILDFORD
Surrey
GU1 3DA



DPS
£2050



HM LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1997
LEASE OF PART

ADMINISTRATIVE AREA : Wokingham
TITLE NUMBER : BK66373
PROPERTY : Plot No 8 Sandford Court Reading Road
Winnersh

PARTICULARS

Date of Lease : 16 November 2003

The Lessor : **BONHAM HOMES LIMITED** whose registered office is situate at Wentworth House 23 Causeway Staines Middlesex TW18 3AQ (Company Registration No 04362517)

The Management Company : **SANDFORD COURT (WINNERSH) MANAGEMENT COMPANY LIMITED** of Connaught House Alexandra Terrace Guildford Surrey GU1 3DA

The Lessee : Sharon Stiles of Old Rectory Cottage Fleet Hill Wokingham RG40 4LA

The Development : The land described in the First Schedule hereto

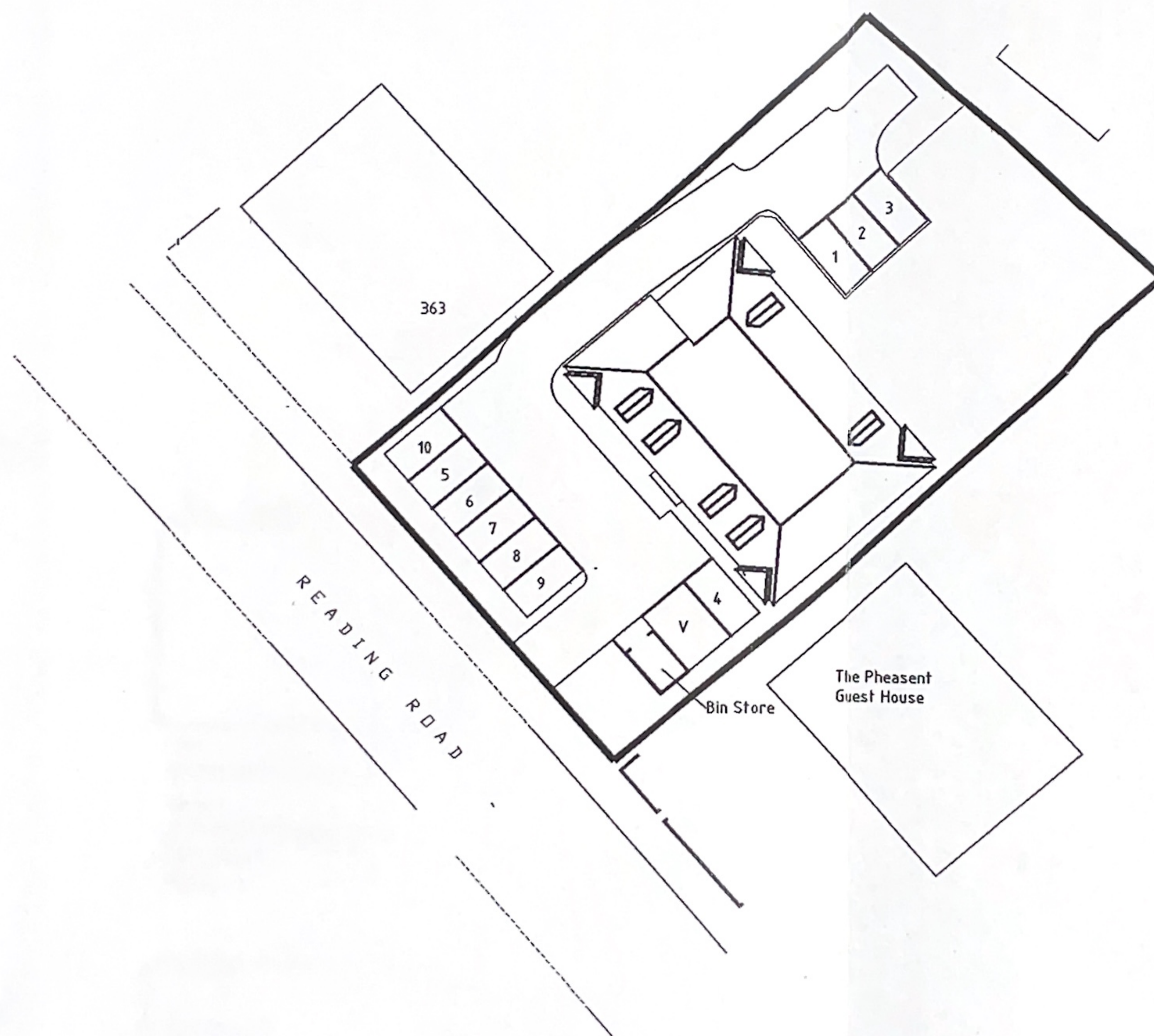
The Demised Premises : The first floor apartment known as Plot Number 8 more particularly described in the Third Schedule

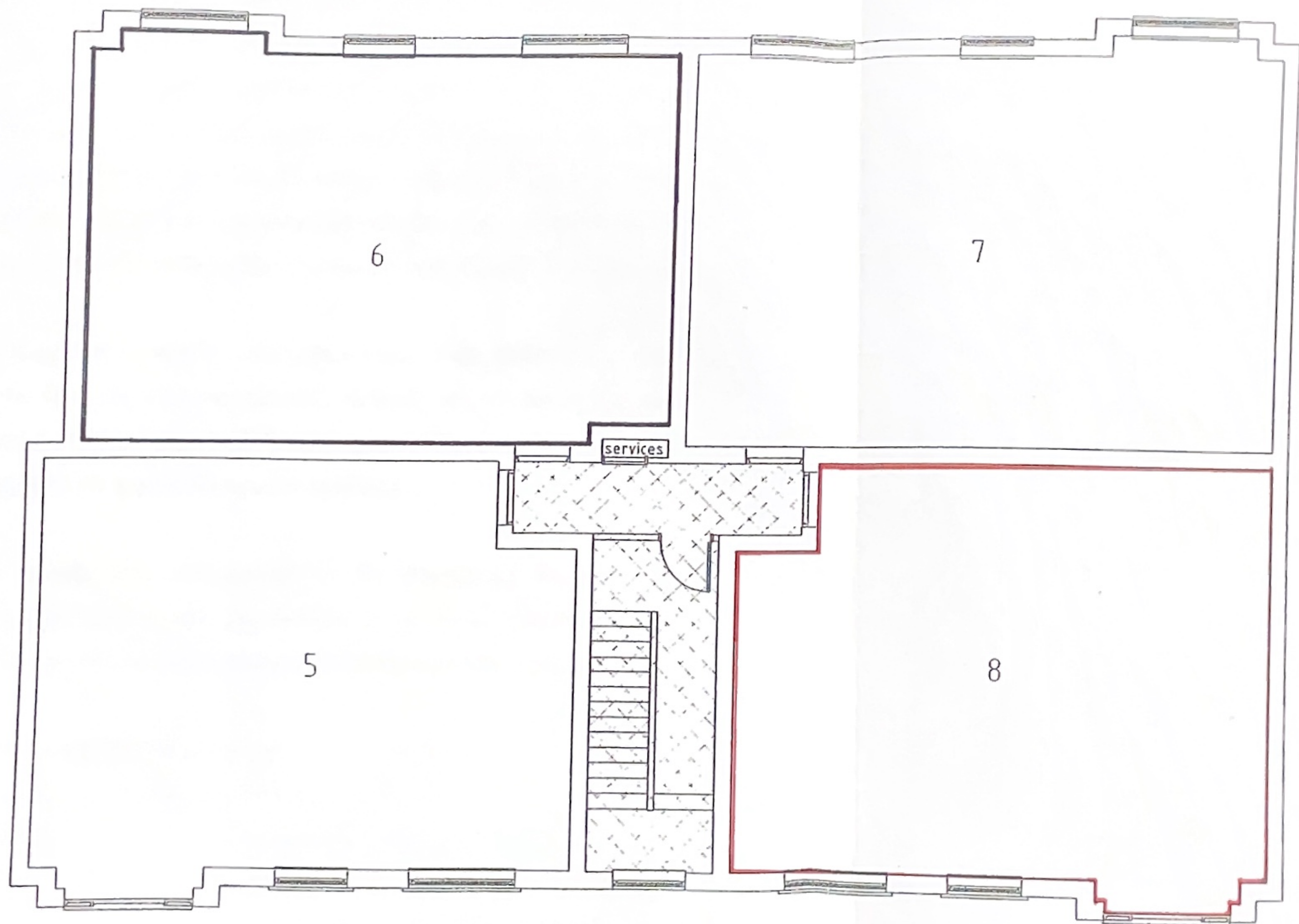
The Premium : ONE HUNDRED AND EIGHTY TWO THOUSAND POUNDS £182,000.00

The Certified Figure : TWO HUNDRED AND FIFTY THOUSAND POUNDS £250,000.00

Part A Proportion : 10% (Estate Charge)

SAVE THAT the said Proportion may be subject to variation from time to time in accordance with the provisions of Paragraph 2 of the Seventh Schedule





Flats 5-8

Amette Moay
18

10.9.03

BK 66373

BK 67167

THIS LEASE is made BETWEEN (1) the Lessor (2) the Management Company and (3) the Lessee

WHEREAS:

- (1) The Lessor has previously granted leases of or intends hereafter to grant leases of the Properties forming the Building (as hereinafter defined) each as separate and distinct properties and the Lessor has in every such lease imposed and intends in every future lease to impose the obligations set out in the Eighth Schedule to the intent that the lessee for the time being of any one of such Properties may enforce the observance by the lessee of any other of such Properties of the covenants in the form set out in the Eighth Schedule
- (2) The Lessor has agreed to grant to the Lessee a Lease of the Demised Premises for the Premium at the Rent (as hereafter defined) and on the terms and conditions hereinafter appearing and the Management Company has agreed to join in this Lease in the manner hereinafter appearing
- (3) The Lessor intends that management of the Maintained Property (as hereinafter defined) shall be the responsibility of the Management Company and that the Lessee shall become a member of the Management Company

NOW THIS DEED WITNESSETH as follows:

1. In this Deed unless the context otherwise requires:
 - 1.1 "the Accessways" means the internal corridors landings and stairways and external footpaths access areas and private roads within the Development and any footpaths access areas and private roads substituted therefore
 - 1.2 "the Allocated Parking Space" The parking space shown on Plan 1 and numbered with the same plot number as the Demised Premises

- 1.3 "the Apartments" means the apartments comprised within the Development
- 1.4 "the Building" means the Building within the Development comprising several apartments and all structural parts thereof including the roofs cellars basements foundations floors all walls bounding individual apartments therein and all external parts of the Building and all Service Installations not used solely for the purpose of an individual apartment
- 1.5 "the Cycle Store" means any area provided for the storage of bicycles
- 1.6 "Estate Regulations" means any rule or regulation made by the Management Company from time to time for the benefit of use and enjoyment of the Development
- 1.7 "the Garden Areas" means all gardens and grounds and other soft landscaped areas within the Development but excluding those over which any exclusive rights of user have been granted by the Lessor
- 1.8 "the Lessee" includes the person for the time being entitled to the Term hereby granted and where the Lessee are more than one person all covenants and agreements on the part of the Lessee herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Lessee
- 1.9 "the Lessee's Proportion" means the proportion of the Maintenance Expenses payable by the Lessee in

- accordance with the provisions of the Seventh Schedule
- 1.10 “the Lessor” includes the person for the time being entitled to the reversion immediately expectant upon the Term as hereinafter defined
- 1.11 “the Maintained Property” means those parts of the Development which are more particularly described in the Second Schedule and the maintenance of which are the responsibility of the Management Company
- 1.12 “the Maintenance Expenses” means the moneys actually expended or reserved for periodical expenditure by or on behalf of the Management Company or the Lessor at all times during the Term in carrying out the obligations specified in the Sixth Schedule
- 1.13 “the Perpetuity Period” means Eighty years from the Commencement Date
- 1.14 “Plan 1” and “Plan 2” means the plans annexed hereto and so marked
- 1.15 “the Private Parking Spaces” means the Allocated Parking Space and other car parking spaces (including the Visitor’s Parking Space) within the Development
- 1.16 “the Properties” means the apartments within the Development other than the Demised Premises
- 1.17 “the Rent” means:
 Two Hundred Pounds (£200.00) for the first 25 years of the Term
 Four Hundred Pounds (£400.00) for the next 25 years of the Term

SUBJECT TO all covenants and obligations referred to in the Charges Register of the title to or affecting the Demised Premises in the Title Schedule (which so far as not provided for in the Standard Conditions are hereby accepted and agreed) THE LESSEE SHALL PAY THEREFOR during the Term

Six Hundred Pounds (£600.00) for the next 25 years of the Term
 Eight Hundred Pounds (£800.00) for the next 25 years of the Term
 One Thousand Pounds (£1,000.00) for the remainder of the Term

1.18 "Service Installations" means sewers drains channels pipes watercourses gutters mains wires cables conduits aerials tanks meters pumps and other apparatus for the supply of water electricity gas (if any) or telephone or television signals or for the disposal of foul or surface water and any structures incidental to the user thereof

1.19 "the Term" 999 years from First day of June 2003

1.20 "the Visitor's Parking Space" means the parking space marked with a "V" on Plan 1

1.21 the masculine includes the feminine and the singular includes the plural

1.22 references to clauses schedules and paragraphs are to clauses schedules and paragraphs in this Lease

2. DEMISE

IN consideration of the Premium now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the Rent hereinafter reserved and contained THE LESSOR with Full Title Guarantee HEREBY DEMISES AND CONFIRMS unto the Lessee ALL AND SINGULAR the Demised Premises TOGETHER WITH the rights set out in the Fourth Schedule to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 SUBJECT however to the Lessee's covenants hereinafter contained TO HOLD the same unto the Lessee for the Term SUBJECT TO the burden of the covenants or agreements already entered into by the Lessor and the Management Company with the lessee or tenant of any of the Properties for the observance of the Estate Regulations and to all rights and easements appertaining to any other property adjoining the Development and

SUBJECT TO all covenants stipulations and other matters hereinafter contained or referred to in the Charges Register of the title above referred to so far as the same relate to or affect the Demised Premises and SUBJECT ALSO TO the rights set out in the Fifth Schedule (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) YIELDING AND PAYING THEREFOR during the Term the Rent to be paid by equal half yearly payments in advance on the First day of January and the First day of July in each year the first of such payments being a proportionate payment to be made on the execution hereof AND ALSO paying on demand by way of further or additional rent the Lessees Proportion

3. THE LESSEE'S COVENANTS

THE LESSEE for the mutual protection of the Lessor and of the Management Company and of the lessees of the Properties HEREBY COVENANTS:

- 3.1 With the Lessor to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule and to observe and perform all covenants and stipulations contained or referred to in the Charges Register (if any) of the Title above referred to so far as the same relate to or affect the Demised Premises and to indemnify the Lessor against all actions proceedings costs claims and demands in respect of any breach non-observance or non-performance thereof
- 3.2 With the Management Company to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule
- 3.3 With the lessees and of the Properties to observe and perform the obligations on the part of the Lessee set out in Part Two of the Eighth Schedule

4. THE LESSOR'S COVENANTS

The LESSOR relying on the covenants on the part of the Lessee herein contained HEREBY COVENANT with the Lessee:

- 4.1 To perform and observe the obligations set out in the Sixth Schedule hereto PROVIDED ALWAYS THAT if at any time the Lessor shall reasonably consider that it would be in the general interest of the lessees of the Properties so

to do the Lessor shall have power to discontinue any of its obligations which in its opinion shall have become impracticable or obsolete PROVIDED THAT in deciding whether or not to discontinue any such matter the Lessor shall give due consideration to the views and wishes of the lessees of the Properties

4.2 to observe and perform the obligations on the part of the Lessor set out in the Ninth Schedule

5. THE MANAGEMENT COMPANY'S COVENANTS

THE MANAGEMENT COMPANY in consideration of the covenants on the part of the Lessor and the Lessee herein contained HEREBY COVENANTS with the Lessor and as a separate covenant with the Lessee to observe and perform the obligations on the part of the Management Company set out in the Tenth Schedule PROVIDED ALWAYS THAT if at any time the Management Company shall reasonably consider that it would be in the general interests of the lessees of the apartments in the Building or the Development so to do the Management Company shall have power to discontinue any of its obligations which in its opinion shall have become impracticable or obsolete PROVIDED THAT in deciding whether or not to discontinue any such matter the Management Company shall agree with the views and wishes of the majority of the lessees of the apartments in the Building or the Development as the case may be

6. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

6.1 That if any Rent hereby reserved or any part thereof shall be unpaid for thirty days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any covenant by the Lessee or condition herein contained shall not be performed or observed by the Lessee then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf or the Management Company at any time thereafter to re-enter the Demised Premises 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 Lessor in respect of any antecedent

- breach or non-observance by the Lessee of the covenants or conditions herein contained PROVIDED ALWAYS that notice of contemplation of re-entry shall first be served on any mortgagee with an interest in the Demised Premises in respect of which details have previously been provided to the Lessor and the Management Company and no re-entry shall be effected until the expiry of 28 days after the service of any such notice
- 6.2 In the event that the Rent equals or exceeds such a sum as would in appropriate circumstances create an inhibition on the premium capable of being charged on an assignment of the Demised Premises in the same manner as set out in Section 127 and Schedule 18 Part II of the Rent Act 1977 as amended by Section 78 of the Housing Act 1980 or any amending or similar legislation then the Rent shall be reduced to such sum as shall be £1.00 less than the sum which would otherwise be charged
- 6.3 That all rights and obligations of the Lessor and the Lessee respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the Term and with the leasehold interest hereby created and shall accordingly be enjoyed and performed by the persons in whom such reversion and leasehold interest respectively shall for the time being be vested
- 6.4 That nothing herein contained shall be construed as entitling the Lessee to require that all or any of the covenants herein contained shall be imposed upon or enforced in respect of any property adjoining or neighbouring the Development
- 6.5 That the Management Company shall have power to make and at any time vary such Estate Regulations as it may think fit for the preservation of the amenities of the Development or for the general convenience of the occupiers of the apartments
- 6.6 Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice demand or instrument authorised to be served hereunder and any notice served by the Lessor shall be sufficiently served if served by any agent of the Lessor
- 6.7 The rights hereby granted and reserved shall only take effect insofar as they are ascertained within the Perpetuity Period

- 6.8 That the Lessee shall not be entitled to any right of access of light or air to the Demised Premises (except those expressly hereby granted) which would restrict or interfere with the free use of the adjoining or neighbouring land of the Lessor for building or any other purpose
- 6.9 If for any reason the repair rebuilding or reinstatement of either the Building or the Demised Premises or the means of access thereto shall be impossible of performance following damage or destruction by any of the insured risks and subject to and provided as mentioned in the Sixth and Tenth Schedules the obligation in the Tenth Schedule shall thereupon be deemed to have been discharged and the Management Company shall stand possessed of all monies paid to it under and by virtue of the insurance policy or policies upon trust to pay to the Lessee such proportion of the said monies as is equitable such equitable proportion to be agreed in writing between them or in default of agreement then as shall be determined in accordance with the provisions of Paragraph 4 of the Seventh Schedule
- 6.10 Where the Lessee is more than one person they declare that they shall hold the Demised Premises upon trust to sell the same and to hold the net proceeds of sale and the net income thereof in trust for themselves as #joint tenant/tenants in common# and the Lessee declares that the survivor #can/cannot# give a valid receipt for capital money arising on a disposition of the Demised Premises
- 6.11 Save as expressly provided none of the provisions of this Lease are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Lease
7. THE Lessor and the Lessee hereby apply to the Registrar for entry on the Register of the following Restriction on the title to the Demised Premises:-
- “RESTRICTION - Except under an order of the Registrar no transfer or other dealing of the land in this title (except a charge dated contemporaneously with a transfer) by either the proprietor(s) of the land or any chargee under its power of sale is to be registered unless a certificate is given by either the Solicitor or Secretary of Sandford Court (Winnersh) Management Company Limited of Connaught House Alexandra Terrace Guildford Surrey GU1 3DA

that notice of such transfer or other dealing has been given to the said Sandford Court (Winnersh) Management Company Limited

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the Certified Figure

THE FIRST SCHEDULE

The Development

ALL THAT piece of land situate at 361 Reading Road Winnersh now or formerly comprised in Title Number BK66373 together with any adjoining land which may be added thereto within the Perpetuity Period and together with any buildings or structures erected or to be erected thereon or on some part thereof

THE SECOND SCHEDULE

The Maintained Property

ALL THAT part or parts of the Development comprising FIRST the Accessways the Private Parking Spaces the Garden Areas the Cycle Store and the bin stores areas of the Development SECONDLY the entrance halls landings staircases and other parts of the Building which are used in common by the owners or occupiers of any two or more of the apartments therein and the glass in the windows of such common parts together with all decorative parts ancillary thereto THIRDLY the structural parts of the Building including the roofs gutters rainwater pipes foundations floors and walls bounding individual apartments therein and all external parts of the Building including all window frames and all Service Installations not used solely for the purpose of an individual apartments together with all external decorative parts ancillary thereto FOURTHLY any patios serving ground floor apartments over which exclusive rights of use have been granted to the lessee of the relevant apartment EXCEPTING AND RESERVING from the Maintained Property:

1. the ventilation vents in the roof and the glass and windows of all individual apartments SAVE FOR the external decorative parts thereof
2. all interior joinery plaster work tiling and other surfaces of walls 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
3. the Service Installations which exclusively serve individual apartments and
4. the exterior doors of the apartments SAVE FOR the external decorative parts thereof which for the avoidance of doubt shall form part of the Maintained Property

THE THIRD SCHEDULE

The Demised Premises

ALL THAT the apartment shown edged red on Plan 2 being part of the Building TOGETHER WITH (for the purpose of obligation as well as grant)

1. the doors and windows thereof including the glass in the windows but not the external decorative surfaces thereof
2. the interior faces of the ceilings up to the underside of the joists slabs or beams to which the same are affixed
3. the floors down to the upper side of the joists slabs or beams supporting the same
4. the interior plaster face of all external or structural walls
5. internal walls which are not main structural walls and which divide the said apartment from adjoining Properties or the common parts of the Building (if any) which are to be party walls

6. that half of the non structural wall(s) (severed medially) facing into and which divides the said apartment from any adjoining Properties or from the common parts of the Building TOGETHER WITH Service Installations used solely for the purpose of the said apartment

EXCEPTING AND RESERVING from the demise the main structural parts of the Building including the roof foundations and the external parts thereof

THE FOURTH SCHEDULE

Rights included in the demise

1. The right (in common with the Lessor the Management Company and all other persons similarly entitled) to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to the Demised Premises through and from the Service Installations forming part of the Development
2. The right of support and shelter for the Demised Premises by and from the other parts of the Development and the Building
3. The right to the benefit of the covenants entered into or to be entered into by the lessees of the Properties with the Lessor for the observance and performance of the covenants in the form set out in Part Two of the Eighth Schedule
4. Such rights of access to and entry upon the other parts of the Development as are necessary for the proper performance of the Lessee's obligations hereunder or for the repair decoration maintenance or inspection of the Demised Premises the Lessee in exercising such rights causing as little damage as possible and making good any damage caused
5. The right for the Lessee and the tenant or occupiers of the Demised Premises his or their employees and visitors (in common with all other persons having

- the like right) to go pass and re-pass at all times and for all purposes of access to and egress from the Demised Premises only with or without vehicles (as appropriate) over and along the Accessways and on foot only over and along the entrance halls landings and staircases of the Building which serve two or more apartments in the Building
6. The right to exclusive use of the Allocated Parking Space for the purpose of parking a roadworthy and taxed private motor vehicle not exceeding three tonnes gross laden weight SUBJECT TO the Lessor's right of serving written notice to the Lessee to vary the position of the Allocated Parking Space by the allocation of an alternative parking space
 7. The right in common with all others entitled to a similar right to use (as may have been provided) for the reasonable purpose intended the:
 - 7.1 bin store areas within the Development and
 - 7.2 security door entry system and the communal television reception system within the Building (if any)
 - 7.3 the Cycle Store
 8. The right to use the Garden Areas (excluding any situated within the curtilage of any of the Properties and/or any parts over which exclusive rights of use may be granted) subject to Estate Regulations
 9. The right to use in common with all others entitled to a like right on a first come first served basis the Visitors Parking Space for the temporary parking of visitors private motor vehicles not exceeding three tonnes gross laden weight

THE FIFTH SCHEDULE

Rights to which the demise is subject

1. The right of support and shelter for the other parts of the Development and Building by and from the Demised Premises
2. Such rights of access to and entry upon the Demised Premises or any area over which exclusive rights of use may be granted by the Lessor its lessees and tenants and the Management Company as are necessary for the proper performance of its or their obligations hereunder or under covenants relating to other parts of the Development for the repair decoration maintenance or inspection of other parts of the Development
3. The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee:
 - 3.1 To build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon the Development (other than the Building of which the Demised Premises forms part) according to such plans and to such height extent or otherwise and in such manner as the Lessor shall think fit notwithstanding that such buildings as so built rebuilt or altered may obstruct any lights windows or other openings in or on the Demised Premises
 - 3.2 To alter the layout of the Maintained Property but not so as to prejudice access to the Demised Premises
4. The right (so far as necessary in common with the Lessee) for the Lessor its lessees and tenants and the Management Company to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to those parts of the Development not included in the Demised Premises through and from any appropriate Service Installations within the Demised Premises TOGETHER WITH all easements rights and privileges

necessary and proper for inspecting cleaning repairing maintaining and reinstating the same

5. The right to suspend the use of the Allocated Parking Space on a temporary basis if so required for the purpose of repair or maintenance of any part of the Maintained Property

THE SIXTH SCHEDULE

The Maintenance Expenses

PART "A"

1. Keeping the Garden Areas generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary walls hedges fences railings gates and steps (if any) on or otherwise enclosing the Maintained Property including any benches seats garden ornaments sheds structures or the like
2. Keeping the Accessways and the Private Parking Spaces in good repair and clean and tidy and clearing snow from the same where necessary Provided That there shall be no liability upon the Management Company to carry out snow clearance unless requested by not less than 75 % of the persons entitled to use the same
3. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations within or forming part of the Garden Areas Accessways and Private Parking Spaces of the Maintained Property

4. Cleaning and re-equipping as necessary any bin store areas forming part of the Maintained Property and arranging if necessary for the emptying of receptacles for rubbish for the use of the lessees and owners of the apartments
5. Cleaning and keeping in good repair as is necessary the Cycle Store
6. Inspecting rebuilding repointing renewing redecorating or otherwise treating as necessary and keeping the Building and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof
7. Redecorating the external parts of the Building including all doors door frames windows and window frames and carrying out all remedial work to the structure of the Building so often as in the opinion of the Management Company is reasonably necessary
8. Insuring and keeping insured the Building and other structures at all times against all the usual comprehensive risks applicable to a reasonably normal insurance policy covering this type of property in the full reinstatement value and such other risks as the Management Company shall reasonably decide in the full reinstatement value and if required by the Lessee to produce evidence that this covenant is being performed **PROVIDED ALWAYS:**
 - 8.1 This provision is subject as mentioned in Paragraph 4 of the Seventh Schedule
 - 8.2 The Management Company shall determine a reputable Company or office with which the insurance is to be placed and the sum insured
 - 8.3 The insured amount shall include provision for the cost of demolition and clearance of buildings reinstatement and architects and surveyors and statutory fees
 - 8.4 If notwithstanding the extent of the risk and value as aforesaid the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the lessees accordingly

insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Management Company's insurance policy from time to time

- 8.5 The insurance cover shall extend to the lessees for the time being of the Demised Premises and their mortgagees (if any)
9. Cleaning as necessary the external faces of the windows in the Building
10. Providing inspecting maintaining renting renewing reinstating replacing and insuring the fire fighting appliances (if any) the communal television and telecommunication reception apparatus electronic door entry system and such other equipment relating to the Building by way of contract or otherwise as the Management Company may from time to time consider necessary or desirable for the carrying out of the acts and things mentioned in this Schedule
11. Keeping lighted and heated and cleaned as may be necessary the common entrance halls passages landings and staircases (and carpets thereto if any) and all other common parts of the Building and redecorating the same and replacing so often as in the opinion of the Management Company is reasonably necessary
12. The payment of consumption costs relating to the metered supply of domestic cold water to the Building together with associated drainage charges
13. Keeping the patio's ancillary to the ground floor apartments over which exclusive rights of user are granted in good repair and condition

PART "B"

(Costs applicable to any or all of the previous parts of this Schedule)

1. Insuring any risks for which the Management Company may be liable as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Management Company shall reasonably think fit

2. Providing and paying such persons as may be necessary in connection with the upkeep of the Maintained Property
3. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of the Lessee or the individual lessee of any of the Properties
4. Paying any value added tax chargeable in respect of any of the matters referred to in this Schedule
5. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Development or any part thereof insofar as the same is not the liability of or attributable to the Lessee or any individual lessee of any of the Properties
6. Preparing and supplying to the Lessee and any lessee of any of the Properties copies of any Estate Regulations
7. Generally managing and administering the Maintained Property and protecting the amenities of the Maintained Property and for that purpose if necessary employing a firm of managing agents or consultants or similar and the payment of all costs and expenses incurred by the Management Company:
 - 7.1 in the running and management of the Development and the collection of the rents (if any) and service charges and in the enforcement of the covenants and conditions and regulations contained in the Development leases and any Estate Regulations
 - 7.2 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 Lessee or any

- under-lessee of the Properties in the Development or on the Management Company in respect of the Development or the curtilages thereof or all or any of the apartments or parking spaces therein and
- 7.3 in the valuation of the Building from time to time for insurance purposes
 - 7.4 in the preparation for audit of the service charge accounts
 - 7.5 in the determination of any reasonable and proper remuneration payable to any managing agent as may be appointed aforesaid
 - 7.6 in the incorporation of the Management Company
8. Enforcing or attempting to enforce the observance of the covenants on the part of any lessee of any of the apartments
 9. Employing a qualified accountant for the purpose of auditing the accounts in respect of the Maintenance Expenses and certifying the total amount thereof for the period to which the account relates
 10. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Development insofar as such compliance is not the responsibility of the lessee of any of the apartments
 11. Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility which in the opinion of the Management Company it is reasonable to provide
 12. Administering the Management Company itself and arranging for all necessary meetings thereof to be held in complying with all relevant statutes and regulations and orders thereunder and (if the Management Company thinks fit) employing a suitable person or firm to deal with these matters
 13. Such sum as shall be considered necessary by the Management Company (whose decision shall be final as to questions of fact) to provide a reserve fund

or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property

14. Operating maintaining and (if necessary) renewing the lighting water and power supply apparatus from time to time of the Maintained Property and providing such additional lighting water or power supply apparatus as the Management Company may reasonably think fit
15. All other expenses (if any) incurred by the Management Company in and about the maintenance and proper and convenient management and running of the Development including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Building or any other part of the Development (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefor) any interest paid on any money borrowed by the Management Company to defray any expenses incurred by it and specified in this Schedule any costs imposed on the Management Company in accordance with Paragraph 4 of the Seventh Schedule any legal or other costs reasonably and properly incurred by the Management Company and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any lease of any part of the Development or any claim by or against any lessee or tenant thereof or by any third party against the Management Company as owner lessee or occupier of any part of the Development

THE SEVENTH SCHEDULE

The Lessee's Proportion of Maintenance Expenses

1. The Lessee's Proportion means the Part A Proportion of the amount attributable to the costs in connection with the matters mentioned in Part A of the Sixth Schedule and of whatever of the matters referred to in Part B 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 and

2. If due to any re-planning of the layout of the Development or the Building by the Lessor it should at any time become necessary or equitable to do so the Management Company or the Lessor shall recalculate on an equitable basis the percentage appropriate to all properties comprising the Development or the Building (as the case may be) and to notify the lessees accordingly and in such case as from the date specified in the notice the new Lessee's Proportion notified to the Lessee in respect of the Demised Premises shall be substituted for those set out in Paragraph 1 and the new Lessee's Proportion shall be notified by the Management Company to the other lessees in respect of the Properties and shall be substituted for those set out in their leases
3. The certification of the accountant referred to in Paragraph 9 of Part B of the Sixth Schedule shall (subject as hereinafter mentioned) be binding on the Management Company and the Lessee unless manifestly incorrect
4. If the Lessee shall at any time during the Term object to any item of the Maintenance Expenses as being unreasonable or to the insurance matters mentioned in the Sixth Schedule being insufficient then the matter in dispute shall be determined by a person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide PROVIDED THAT any objection by the Lessee under this Paragraph shall not affect the obligation of the Lessee to pay to the Management Company the Lessee's Proportion in accordance with Paragraph 7 of this Schedule and after the decision of any person appointed as aforesaid any overpayment by the Lessee shall be credited against future payment due from the Lessee to the Management Company under this Schedule
5. The amount of Maintenance Expenses shall be adjusted to take into account any sums received by the Management Company as contribution towards the cost of the work mentioned in the Sixth Schedule from the owners lessees or occupiers of any adjoining or neighbouring properties to the Development