

DATED

2006

MIDAS HOMES LIMITED

and

HOLDING & MANAGEMENT (SOLITAIRE) LIMITED

to

MR & MRS D R NASH

LEASE

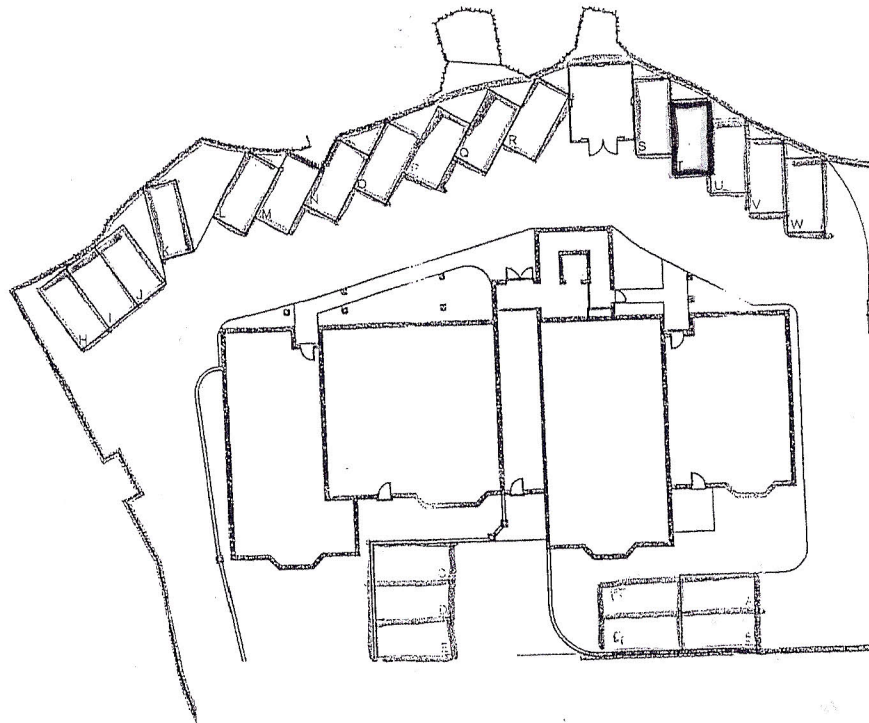
of

Flat 23

Great Cliff

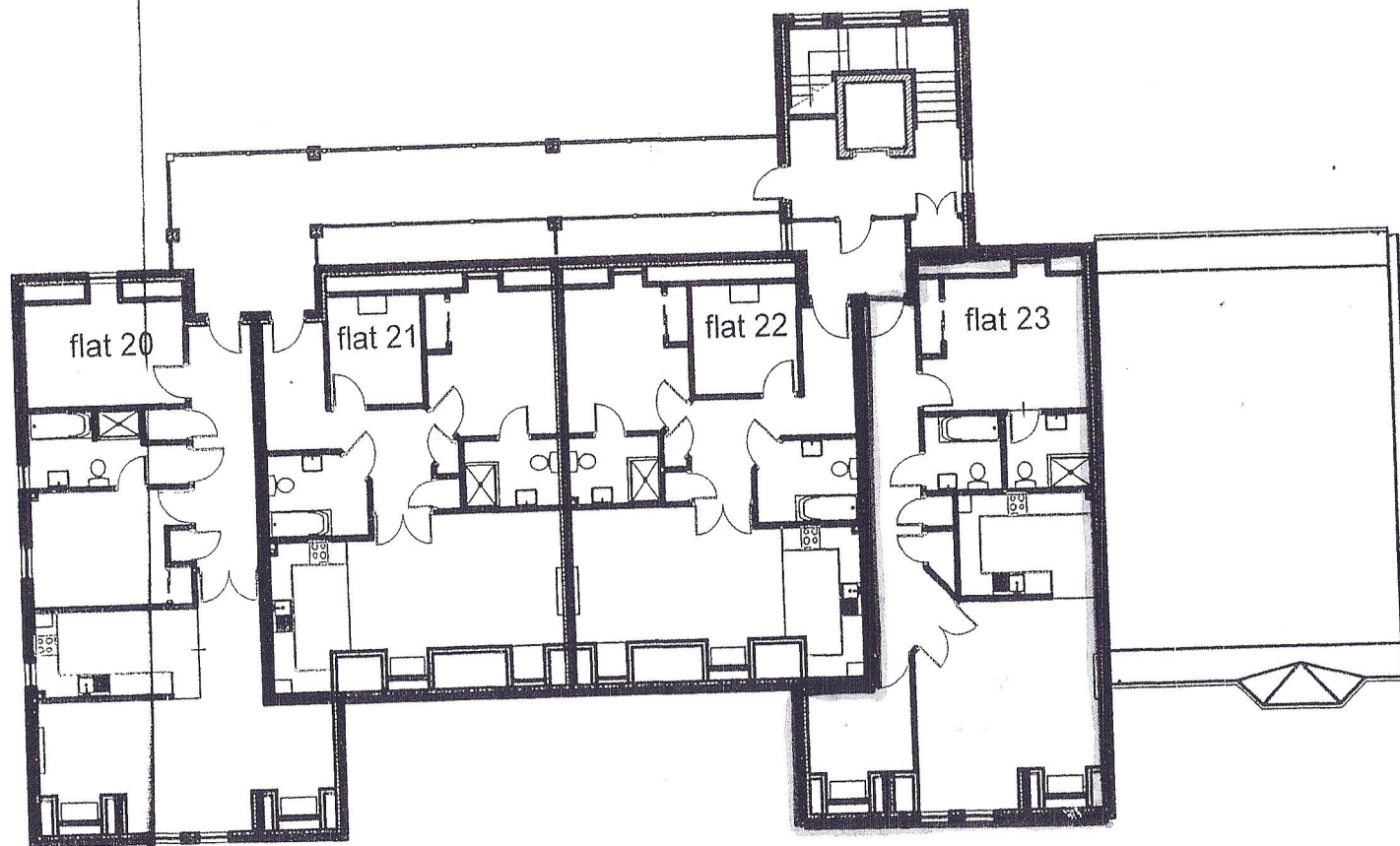
Dawlish Devon

**OVER TAYLOR BIGGS
4 CRANMERE COURT
LUSTLEIGH CLOSE
MATFORD BUSINESS PARK
EXETER
DEVON EX2 8PW
TEL: 01392 823811
REF: VNJ**



A 27.10.05 Site boundary revised in accordance with Land Plan.

Proposed Redevelopment Great Cliffs Hotel Marine Parade, Dawlish for MIDAS HOMES site conveyance plan		NARRACOT <small>architects & planning experts</small> 2 Montpellier Terrace Torquay TQ1 1BL <small>tel 01323 249224 fax 01323 214952 email enquiries@narracot.co.uk</small>
JOB 1502	<div style="border: 2px solid black; padding: 5px; display: inline-block;"> Cl </div> A	
SCALE 1:500	DATE Mar 05	



COPYRIGHT
 CONTRACTORS TO CHECK ALL DIMENSIONS ON SITE
 AND ANY DISCREPANCIES TO BE REPORTED
 IMMEDIATELY TO THE ARCHITECT. ONLY FIGURED
 DIMENSIONS ARE TO BE WORKED FROM EXCEPT
 WHERE SHOWN OTHERWISE. WORK TO TIMBER DETAILS.

Proposed Redevelopment
 Great Cliffs Hotel
 Marine Parade, Dawlish
 for: MIDAS HOMES
 fourth floor conveyance plan

JOB 1802
 SCALE 1:200
 DATE Mar 05

C6

NARRACOTTS
 architects & planning consultants

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 Torquay
 TQ1 1BL

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 fax 01803 214323
 e-mail narracotts.architects@bt4.com

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DATE Mar 05

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

County and District : Devon : Teignbridge
Title Number : DN509386
Property : Plot 23 Great Cliff Dawlish

PARTICULARS

<u>DATE OF LEASE</u>		2005
1	Developer	MIDAS HOMES LIMITED (Company Registration No: 2714200) whose registered office is at Cowley Business Park Cowley Uxbridge Middlesex UB8 2AL
2	Lessee	DAVID REGINALD NASH and SYLVIA NASH
3	Company	HOLDING & MANAGEMENT (SOLITAIRE) LIMITED (Company Registration No: 1649347) whose registered office is at Clinton House High Street Coleshill Warwickshire B46 3BP
4	Flat Number	23 on the Fourth Floor of the Block
5	Property	The Flat as described above and in this Lease and shown edged red on Plan 1 annexed hereto together with the Parking Space
6	The Block	The land and buildings edged blue on Plan 2 annexed hereto
7	Premium	£246,950.00
8	Term	199 years from 1 October 2004
9	Rent	One Hundred and Twenty Five Pounds (£125.00) per year
10	Half -yearly days	1st April and 1st October
11	Current Service Charge	£674.38 per annum
12	Service Charge Proportion	a) a one twenty-third (1/23rd) part of the Annual Maintenance Provision of the Block for the services set out in Part I of the Fifth Schedule b) (for flats with access over internal common parts) a one twenty-first (12/1st) part of the Annual Maintenance Provision attributable to the internal common parts of the Block for the services set out in Part II of the Fifth Schedule

THIS LEASE is made on the date stated in the Particulars BETWEEN the Developer specified in Paragraph 1 of the Particulars (hereinafter called "the Developer") of the first part the person persons or company specified in Paragraph 2 of the Particulars (hereinafter called "the Lessee") of the second part and the Company specified in Paragraph 3 of the Particulars (hereinafter called "the Company") of the third part

WHEREAS:

- (A) The Developer is the estate owner of the freehold interest in the Block comprising 23 flats erected or in course of erection thereon
- (B) The Developer is desirous of letting the flats subject to the regulations hereinafter mentioned to the intent that the Lessee for the time being of any of the said flats may enforce the observance of the Regulations by the lessee for the time being of every other flat
- (C) So as to preserve and secure the proper and efficient management of the Block the Developer has entered into an agreement with the Company for the Company to purchase the freehold interest in the Block within six months of the completion of the sale of the last flat in the Block to be sold
- (D) The parties hereto have agreed that the Developer shall grant and the Lessee shall accept a lease of the Flat and that the Company shall give the covenants hereinafter contained to the intent that such covenants shall upon completion of the transfer hereinbefore referred to be annexed to the reversion expectant upon the determination of the leases of the flats in the Block

NOW THIS LEASE WITNESSES as follows:

INTERPRETATION

1 In this lease:

The Company the Developer and the Lessee

1.1 "the Company" "the Developer" and "the Lessee" shall where the context admits include their respective successors in title

The Surveyor

1.2 "the Surveyor" means any Chartered Surveyor who may be employed by the Company in respect of any matter set out in the Fifth Schedule or any other matter arising under this Lease

The Flat

1.3 "the Flat" means the flat described in Part 1 of the First Schedule

The Parking Space

1.4. "the Parking Space" means the Parking Space described in Part II of the First Schedule

The Perpetuity Period

1.5 "the Perpetuity Period" shall mean the period of eighty years from 1st October 2004

Maintenance Year

1.6 "the Maintenance Year" shall mean every twelve monthly period ending on the 1st day of April the whole or any part of which falls within the term

Annual Maintenance Provision

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

The Service Charge

- 1.8 "the Service Charge" means a sum equal to the aggregate of the proportions set out in paragraph 12 of the Particulars (or such other proportions as may be determined pursuant to Part 1 of the Fourth Schedule) of the Annual Maintenance Provision for the whole of the Block for each Maintenance Year (computed in accordance with Part II of the Fourth Schedule)

Special Contribution

- 1.9 "Special Contribution" means any amount which the Company shall reasonably consider necessary for any of the purposes set out in the Fifth Schedule hereof for which no or inadequate provision has been made within the Service Charge and for which no or inadequate reserve provision has been made under the Part II of the Fourth Schedule paragraph 2(ii)

Conduits

- 1.10 "Conduits" means and includes ventilating ducts cisterns tanks radiators water and gas and electricity supply pipes sewers drains tubes meters soil pipes waste water pipes and also wires or cables used for the conveyance of electrical current door entry system and television and satellite system 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 authorities or to any person or corporation supplying any television aerial rediffusion service internal telephone system or door porter system

The Regulations

- 1.11 "the Regulations" means the regulations at present in force in respect of the Block which are set out in the Seventh Schedule or those for the time being in force pursuant to such Schedule and Clause 6.4

Statutory Undertakers

- 1.12 "the Statutory Undertakers" means relevant public highway drainage and planning authorities and undertakings responsible for the supply of water gas electricity communications media and similar services

Joint and Several Covenants

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

Gender and Number

- 1.14 Word 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

References

- 1.15 References to clauses paragraphs schedules or plans shall be references to the clauses hereof the schedules hereto the paragraphs contained in any schedule or the plans annexed hereto respectively

Plans 1 & 2

- 1.16 The plans attached hereto and so numbered

DEMISE

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In consideration of the Premium specified in paragraph 7 of the Particulars paid by the Lessee to the Developer (the receipt whereof the Developer hereby acknowledges) the Developer hereby demises with full title guarantee to the Lessee the Flat together with the Parking Space together with the rights specified in Part III of the First Schedule (to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and subject however to the Lessee's covenants hereinafter contained) but excepting and reserving to the Developer and the Company the rights specified in the Second Schedule to hold the same unto the Lessee from the date hereof for the residue of the Term specified in paragraph 8 of the Particulars subject to the burden of the covenants or agreements already entered into by the Developer and the Company with the lessee or tenant of any other flat in the Block for the observance of the Regulations and to all rights and easements appertaining to any other property adjoining the Block PAYING THEREFOR to the Company during the first 25 years of the term hereby granted the annual Rent specified in paragraph 9 of the Particulars and thereafter such Rent as shall be determined pursuant to Clause 7 hereof in advance without any deduction (except only such as the Lessee may be authorised by law to make notwithstanding any contract to the contrary) by equal half-yearly payments on the half-year days specified in paragraph 10 of the Particulars in every year the first payment being a proportionate payment for the half-year current at the date hereof to be made on the execution hereof such payment to be made without deduction or set off

LESSEE'S COVENANTS

- 3 The Lessee hereby covenants with the Company as follows:
- 3.1 To observe and perform the obligations set out in the Third Schedule
- 3.2 In respect of every Maintenance Year to pay the Service Charge to the Company by two equal instalments in advance on the half-yearly days provided that in respect of the Maintenance Year current at the date hereof the Lessee shall on execution hereof pay a due proportion of the current Service Charge specified in paragraph 11 of the Particulars
- 3.3 To pay the Company on demand a due proportion of any Maintenance Adjustment pursuant to paragraph 3 of Part II of the Fourth Schedule
- 3.4 To pay to the Company on demand any due proportion (calculated on the basis of the proportions specified in clause 1.8) of any Special Contribution that may be levied by the Company
- 3.5 To observe and perform all covenants and stipulations contained or referred to in the Charges Register of the Title above referred to so far as the same relate to or affect the Property and to indemnify the Company against all actions proceedings costs claims and demands in respect of any non-observance or non-performance thereof
- 3.6 The Lessee hereby covenants with the Lessor the Company and all Statutory Undertakers that the Lessee shall if so required grant to the said Statutory Undertakers such easements or wayleaves as they shall require in connection with the provision and maintenance of all sewers drains channels pipes watercourses water pipes wires cables conduits mains and other conducting media tanks and apparatus for the supply of water electricity gas telephone and television signals and for the disposal of foul and surface water ("the Service Installations") or any one of them now constructed or to be constructed within the Perpetuity Period PROVIDED THAT the Lessee hereby agrees:
- (a) 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 Statutory Undertaker's use or access to them and to take all reasonable precautions to prevent such damage or injury;
- (b) not without the written consent of the Statutory Undertaker 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 Statutory Undertaker may be substantially or

unreasonably impeded in obtaining access to the Service Installation for the purposes of repairing renewing and maintaining the same

COVENANTS BY THE COMPANY

- 4 The Company hereby covenants with the Lessee as follows:
- 4.1 The Company will during the term carry out the repairs and provide the services specified in the Fifth Schedule provided always that:
- (a) The Lessee shall have paid the Rents hereby reserved the Service Charge any Maintenance Adjustment or any Special Contribution due
 - (b) The Lessee shall not be in breach of any of his covenants herein contained
 - (c) In the case of any item of disrepair the Company shall not be liable for breach of this covenant until the Lessee has given written notice thereof to the Company and the Company has had a reasonable opportunity to remedy the same
 - (d) If at any time the Company shall reasonably consider that it would be in the general interest of the lessees of the flats in the Block so to do the Company shall have power to discontinue any of the matters specified in the Fifth Schedule (other than the obligation to effect insurance in accordance with paragraph 9 of that Schedule) 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 Company shall consider the views and the wishes of the majority of the lessees of the flats in the Block
- 4.2 To observe and perform the obligations set out in the Sixth Schedule

COVENANTS BY THE DEVELOPER

- 5 The Developer hereby covenants with the Company and as a separate covenant with the Lessee Provided that nothing contained in this Lease shall operate to prevent the Developer from developing the remainder of the Block for residential building purposes as follows:
- 5.1 That the Block will be completed and the curtilage laid out in accordance with the plans and specifications approved by the local planning authority
- 5.2 That the Lessee paying the rents hereby reserved and all other moneys payable hereunder 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 Flat and Parking Space during the term hereby granted without any interruption by the Developer or any person rightfully claiming under or in trust for it
- 5.3 If reasonably required by the Lessee to enforce the covenants and conditions similar to those contained herein on the part of the Lessee entered into or to be entered into by the lessees of the other flats in the Block so far as they affect the Property on the Lessee indemnifying the Developer against all costs and expenses of such enforcement and given reasonably security for such costs and expenses
- 5.4 That every lease or tenancy of a flat in the Block hereafter granted shall contain regulations to be observed by the lessee or tenant thereof identical with the Regulations and (save for such variations as may be necessary in the case of flats let at rack rents) shall be substantially in the form of this Lease and contain covenants on the part of the lessee similar in all material respects to those contained in this Lease
- 5.5 That if the Company goes into liquidation (whether compulsory or voluntary) for any reason other than for the purposes of amalgamation or reconstruction or fails to observe and perform its covenants under this Lease then and in any such case the Developer shall perform such covenants and carry out the matters mentioned in the Fifth Schedule the Lessee contributing by way of the Service Charge to the expense of so doing
- 5.6 That until a lease in similar form to this Lease has been granted in the case of each flat (and in respect of any period during which a lease in similar form to this Lease shall not for any reason

at any time be in force) the Developer shall contribute in respect of each such flat a due proportion of all debts losses liabilities and expenses of the Company in accordance with the Fourth Schedule as if the Developer were the lessee of such flat and until such time as the Developer shall have disposed of his interest in any such flat

PROVISOS

6 Provided always and it is hereby agreed as follows:
For re-entry

6.1 If the rents hereby reserved or the Service Charge or any Maintenance Adjustment or any Special Contribution or any part thereof respectively shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenants on the Lessee's part herein contained shall not be performed and observed then and in any such case it shall be lawful for the Company at any time thereafter to re-enter upon the premises hereby demised 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 Company in respect of any breach of the Lessee's covenants herein contained

Exclusion of liability for damage or loss

6.2 Neither the Company nor the Developer shall be liable or responsible for any damage suffered by the Lessee or any servant agent or workman of the Lessee or any member of the Lessee's family or any guest of his through any defect in any fixture conduit staircase machinery or thing in or upon the Block or any part thereof (including the Flat) or through the neglect fault or misconduct of any servant or agent employed by the Company in connection with the Block except insofar as any such liability may be covered by insurance effected by the Company pursuant to paragraphs 9 and 10 of the Fifth Schedule

6.3 In case of dispute between the Lessee and any lessee tenant or occupier of any part of the Block not hereby demised or after completion of the Block between the Lessee and any owner or occupier of any adjoining or neighbouring property relating to any part of the Block or such adjoining property such dispute shall be decided by the Company or referred (if the Company so requires) to the Surveyor and the decision of the Company or the Surveyor (as between the Lessee and any other lessee tenant or occupier of any part of the Block) shall be final and binding

Power to impose or vary Regulations

6.4 The Company may at any time or times during the term hereby granted in the interests of good estate management impose such regulations of general application regarding the Block or the flats and parking spaces therein 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 Company shall have power in its absolute discretion to revoke amend or add to such regulations or any additions thereto or substitutions thereof

Suspension of rent

6.5 If the Flat or any part thereof shall at any time during the term hereby granted be destroyed or damaged by fire or any other risk covered by the policy or policies of insurance effected pursuant to paragraph 9 of the Fifth Schedule 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 Lessee the rents hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Flat 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

Exclusion of implied obligations

- 6.6 The Lessee accepts the obligations of the Company for the performance of the matters specified in the Fifth Schedule and the Sixth Schedule in substitution for and to the entire exclusion of any implied obligations on the part of the Developer as respects any such matters

Limitation of future easements

- 6.7 In this Lease where reference is made to rights or easements which constitute future rights or easements in connection with conduits which do not at the date hereof exist the said reference shall be deemed only to apply to such easements and rights as shall come into existence during the Perpetuity Period

Surveyor's Certificate

- 6.8 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 extend only to matters of fact and shall not extend to any question of law but subject thereto any such certificate or decision shall be final and binding

VAT.

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

7 RENT REVIEW PROVISIONS

The annual rent payable as from the 1st day of October Two thousand and thirty for the ensuing twenty-five years and for each subsequent period of twenty-five years of the term shall be determined as follows:

- (a) The Company shall determine the capital value of the Property on the 1st day of October Two thousand and thirty and on the expiry of each period of twenty-five years thereafter and shall notify the Lessee of such determination in writing.
- (b) The rent payable in respect of the period of twenty-five years following each such determination shall be the same proportion of the capital value as the Rent payable at the date hereof is of the Premium
- (c) "Capital value" shall mean the price which could be obtained in the open market of a lease of the Property with vacant possession for the unexpired period of the Term but otherwise upon the terms of this lease and on the assumption that the Property and the Block is in good and complete repair
- (d) If the Lessee shall object to the Company's determination he shall serve written notice of such objection together with his own determination within one month of the date of the Company's notice
- (e) If the Company and the Lessee shall fail to agree within one month of the Lessee's notice the matter shall be referred to the Surveyor for determination and the decision of the Surveyor shall be final and binding upon the parties
- (f) The fees of the Surveyor for such determination shall be borne equally by the Company and the Lessee

THE COMPANY'S POWERS OF INVESTMENT

- 8.1 The Company hereby declares that it will hold all service charges until the same are spent in trust for the lessees of the flats in the Block in the same proportions as such service charges shall have been paid
- 8.2 The Company shall place on deposit or loan at a Bank or Building Society or with a Local Authority at interest or invest in the purchase of fixed interest government securities of the United Kingdom having a final redemption date not later than five years after the date of acquisition sums representing the reserve created pursuant to paragraph 2(ii) of Part 11 of the Fourth Schedule and to withdraw the same from deposit or realise the same as required in order to meet expenses referred to in that paragraph or to meet any temporary deficiency in the moneys available to meet expenditure referred to in paragraph 2(i) of that Part of the schedule
- 8.3 The Company shall have the power in its discretion to. -
- (i) Place or invest such sums or any part thereof jointly with other funds in a single account or holding
 - (ii) Place such sums or investments in the name of a nominee
 - (iii) Exercise the same powers of investment in respect of service charge monies which are intended for current expenditure and do not represent reserves

SERVICE OF NOTICES

- 9 The provisions of Section 196 of the Law of Property Act 1925 shall apply to the services of any notices to be served under the provisions of this Lease

10 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 terms of this Lease and no consent of any third party shall be required under that Act to any cancellations or variations of this Lease. This Clause takes effect subject to any provisions in this Lease which confers rights on a third party expressly pursuant to the Act

11 DECLARATION OF TRUST

The original Lessees are to hold the Property on trust for themselves as joint tenants/

The original Lessees are to hold the Property on trust for themselves as tenants in common in equal shares/

The original Lessees are to hold the Property (complete as necessary)

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE FIRST SCHEDULE

Part I - Description of the Flat

- 1 The Flat comprises all those rooms on the fourth floor of the Block and edged red on the Plan 1 annexed hereto
- 2 The Flat includes (for the purpose of obligation as well as grant):

- (i) the internal plastered coverings and plaster work of the walls bounding the Flat (but not the doors and the door frames and windows and window frames fitted in such walls) and
- (ii) the plastered coverings and plaster work of the load bearing walls lying within the Flat and the doors and door frames fitted in such walls and
- (iii) the plastered coverings and plaster work of the ceilings and the floorboards and other surfaces of the floors thereof and
- (iv) all conduits which are laid in any part of the Block and serve exclusively the Flat and
- (v) all fixtures and fittings in or about the Flat (other than tenants fixtures and fittings) and not hereinafter expressly excluded

but excludes:

- (a) any part or parts of the Block (other than conduits expressly included) lying above the said surfaces of the ceilings or below the said floor surfaces
- (b) any of the main timbers and joists or concrete or steel framework of the Block or any of the load bearing walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included
- (c) the windows and window frames (other than glass therein)
- (d) any conduits in the Block which do not serve exclusively the Flat

Part II - Description of the Parking Space

- 1 The Parking Space edged red and marked with the letter referred to in paragraph 4 of the Particulars to this Lease on Plan 2 annexed hereto
- 2 The Parking Space shall include for the purpose of grant only the macadam surface thereof and any parking post or similar fixture now or at the time hereafter fixed thereon but shall exclude the land below the same and any overhang above the same

Part III - Rights granted to the Lessee

- 1 The rights for the Lessee (in common with the Developer the Company and all other authorised by the Company or entitled to the like right) at all times and for all purposes incidental to the occupation and enjoyment of the Property
 - (a) to pass with or without vehicles laden or unladen over the common external areas of the Block giving access to the Parking Space and the Block subject to the provisions of paragraph 21 of the Third Schedule
 - (b) those flats contributing to common parts costs] to use on foot only the entrance hall staircases lifts and landings in the Block giving access to the Flat
- 2 The right of passage and running gas electricity water and soil from and to the Flat in through and along the Conduits now laid or hereafter to be laid during the Perpetuity Period in or upon the Block
- 3 The right for the Lessee in common with all other persons entitled to the like right 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 for the purpose of inspecting

repairing maintaining decorating or renewing any part of the Flat including all conduits now laid or hereafter to be laid during the Perpetuity Period in or upon the Block or any part thereof the Lessee making good forthwith any damage thereby occasioned

4 The right to subjacent and lateral support and to shelter and protection for the Flat from the remainder of the Block not hereby demised

5 The right for the Lessee in common with all other persons entitled to the like right to use any common television aerial rediffusion service for radio programmes and internal telephone system and door porter system which may from time to time be installed in the Block subject to the Lessee complying with the relevant provisions of any agreement from time to time made between the Company and the persons or corporation installing supplying or maintaining the same and any rules which the Company may from time to time make in respect thereof and also paying to the Company or any such corporation such rent or charge as the Company or such person or corporation may require in respect thereof

THE SECOND SCHEDULE
Rights Excepted and Reserved

1 The right of passage and running of gas electricity water soil from and to the remainder of the Block or any part thereof through and along the conduits now laid or hereafter to be laid in or upon the Flat or Parking Space or any part thereof

2 The right for the Developer and the Company and their servants agents workmen at all reasonable times to enter the Flat or the Parking Space for the purpose of inspecting repairing maintaining decorating including cleaning windows or renewing any part of the Block (whether hereby demised or not) including all conduits now laid or hereafter to be laid during the Perpetuity Period in or upon the Block or any part thereof doing by such entry no unnecessary damage and making good any damage thereby occasioned

3 The right for the Developer and the Company at any time or times to rebuild reconstruct or alter the Block or any part thereof (other than the Flat) or any buildings adjoining or adjacent to the Block or to erect new buildings on any property so adjoining or so adjacent in such manner as the Developer or the Company shall think fit notwithstanding that the access of light and air to the Flat may thereby be interfered with

4 The right to subjacent and lateral support and protection for adjoining parts of the Block from the Property and the flat and other structures erected thereon and the right to have eaves gutters downpipes chimney breasts windows and foundations overhanging or underlying the flat

5 The right for the Company and any person or persons authorised by it to connect to any common television aerial or other apparatus referred to in paragraph 7 of Part III of the First Schedule

6 All rights from time to time granted to any person or corporation of entering the Flat for the purpose of inspecting repairing maintaining renewing or removing such common television aerial or other apparatus

7 Without prejudice to the generality of the foregoing clauses there is excepted and reserved out of this Lease for the persons respectively hereinafter mentioned the right for the purpose of serving the Block to lay within the Perpetuity Period the service media as hereinafter respectively described under the Parking Space but not under any building erected thereon and thereafter to use the same and to have access to the Parking Space for such purposes and for the purposes of inspecting repairing relaying renewing maintaining adjusting altering or cleansing the same PROVIDED ALWAYS that the said persons shall make good any damage caused by the exercise of such rights as soon as practicable to the reasonable satisfaction of the Lessee namely:

- 7.1 for the appropriate Electricity Company underground electric lines and if appropriate conduits
- 7.2 for the appropriate Water Company or Sewerage Company underground water pipes or sewers
- 7.3 for the appropriate Local Authority drains and soakaways for draining and discharging surface water from Block
- 7.4 for Telecommunications Companies electric and telephone ducts cables wires leads and other telecommunication connections and apparatus
- 7.5 for the appropriate Gas Company gas mains pipes governors and all like pipes connections and apparatus

THE THIRD SCHEDULE

Lessee's Covenants

To Pay Rent

- 1 To pay the Rents hereinbefore reserved at the times and in the manner aforesaid without any deduction save as aforesaid
- 2(a) If the Rents hereby reserved or the Service Charge or any Maintenance Adjustment or any Special Contribution hereby made payable by the Lessee or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) to pay the Company interest upon such sum or sums as shall remain unpaid at the rate of Four per Cent (4%) per annum above 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 14% per annum) 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 Company in respect of non-payment of Rents Service Charge Maintenance Adjustment or Special Contribution
- (b) To pay to the Company on a full indemnity basis all costs and expenses incurred by the Company or the Company's Solicitors in enforcing the payment by the Lessee of any Rents Service Charge Maintenance Adjustment Special Contribution or other monies payable by the Lessee under the terms of this Lease

To pay outgoings

- 3 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 said term shall be assessed charged or imposed on or payable in respect of the Flat and Parking Space or in respect of the occupation thereof or on the Company tenant owner or occupier in respect thereof and in particular to pay or refund to the Company any Water Rate attributable to the Flat on the basis of the rateable value thereof or on such other basis as may be adopted by the Water Authority from time to time and also to pay a due proportion (to be conclusively determined by the Surveyor) of any such item as aforesaid which may be assessed charged or imposed on or payable in respect of the Flat together with other flats or other parts of the Block (but not in respect of the entirety of the Block)

To repair

- 4 At all times during the said term to maintain and keep the Flat clean and in good repair and condition and in particular as occasion requires thoroughly to clean all windows of the Flat and all cisterns serving the Flat and to keep all conduits now laid or hereafter to be laid for the

exclusive service of the Flat in good repair and condition and free from obstruction provided that:

- (a) the Lessee will not paint or otherwise interfere with the outside surfaces of any external doors of the Flat or of the windows therein and
- (b) before repairing any conduits will give notice to the 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 Company and of all local and statutory bodies having jurisdiction in the matter

To maintain the Parking Space

- 5 At all times during the said term to keep the Parking Space clean and undamaged and to make good or pay to the Company the cost of making good any damage other than fair wear and tear caused thereto

To decorate

- 6 Once in every seven years and in the last three months of the term whensoever and howsoever determined to the reasonable satisfaction of the Company or the Surveyor in a suitable and workmanlike manner to prepare and decorate with good quality materials all interior parts of the Flat
- 7 At his 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 said term upon or in respect of the Flat whether by the Company or the Lessee thereof

To obtain consents for works

- 8 At his 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 Lessee to the Flat or any part thereof or any user thereof during the said term and to pay the reasonable fees costs and charges of the respective Solicitors and Surveyor for the time being of the Company in relation to any planning application inspection or approval or otherwise in connection therewith and to keep the Company indemnified in respect of any breach or non-observance thereof

Not to alter

- 9 Not to alter the internal planning or the height elevation or appearance of the Flat nor at any time make alterations or additions thereto nor cut main or remove any of the party or other walls or partitions or the principal or load bearing timbers or iron and steel or other supports thereof nor to carry out any development thereto nor change the user thereof (within the meaning of any legislation for the time being related to Town and Country Planning) without the previous formal licence of the Company Provided that such plans and specifications of any such alternations or works as the Company shall deem necessary shall be first submitted to the Company for its approval and the Lessee shall pay the fees of the Surveyor for approving the plans and specifications and inspecting the works and shall also pay the proper legal costs of the Company in connection with any such licence

Assignment and sub-letting

- 10(a) Not to underlet or part with or share possession of any part of the Property (as distinct from the whole) in any way whatsoever
- (b) Not to underlet or part with or share possession of the Parking Space separately from the Flat

- (c) Not to underlet the Property as a whole (but not separately) without the consent of the Company (such consent not to be unreasonably withheld)
- (d) Not to assign underlet or part with possession of the Property as a whole without first procuring that the assignee or underlessee enters into a separate deed of covenant with the Company to observe and perform the covenants and conditions herein contained and to be subject to compliance by the Lessee with the provisions of paragraph 11 and 12 of this Schedule and to pay the costs of the Company's Solicitors for the preparation of such a deed of covenant

Rent on under-letting

- 11 Not at any time during the term hereby granted to underlet or permit the Flat and the Parking Space to be underlet except upon terms that the underlessee shall be liable to pay throughout the term of the underlease not less than the aggregate of the Rents hereby reserved and the Service Charge Maintenance Adjustment and Special Contribution

Covenants in underleases

- 12 To cause to be inserted in every underlease (whether mediate or immediate) a covenant by the underlessee with the Company and with the Lessee to observe and perform all the covenants and conditions in this Lease contained (except the covenants for the payment of Rent Service Charge Maintenance Adjustment and Special Contribution) with a condition permitting re-entry in case of any breach of any of the said covenants or conditions (except as aforesaid)

Registration of dispositions and charges

- 13(a) Upon every underletting of the Property and upon every assignment or transfer thereof and upon the creation of every mortgage or charge thereon and upon the grant of probate or letters of administration effecting the term hereby granted and upon the devolution of any such term under any assent or other instrument or otherwise howsoever or by any Order of the Court within one month thereafter to give to the Solicitors to the Company 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 as aforesaid and to pay to the Company 0.05% of the value of each transaction (but not less than Twenty Five Pounds) together with V.A.T. on such sum for the registration of every such transaction PROVIDED ALWAYS that on the registration of this Lease together with a mortgage or charge created on the date hereof no registration fee shall be due

- (b) The Lessee will:

- (i) contemporaneously with the Lessee's application to HM Land Registry for the registration of the grant of this Lease apply to the Chief Land Registrar in Land Registry Form RX1 (or in any other or superceding Land Reform Form which may be required by the Registry from time to time) and do all such acts and things as may be required for the entry in the Proprietorship Register of the title to this Lease of the following Restriction:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of a registered charge is to be registered without a certificate signed by Holding & Management (Solitaire) Limited of Lynwood House 10 Victors Way Barnet Hertfordshire EN5 5TZ acting by its secretary or conveyancer that the provisions of paragraphs 10 and 13 in the Third Schedule of registered Lease have been complied with"

- (ii) forthwith upon registration of this Lease at HM Land Registry cause to be supplied to the Company a copy of the entries in the Registers of the Lessee's title at HM Land Registry

To permit inspections

- 14 To permit the Company or its 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 Flat 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 Lessee will repair and make good all defects or want of repair and decoration of which notice in writing shall be given by the Company to the Lessee within three calendar months (or sooner in the case of emergency) after the giving of such notice and if the Lessee 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 Flat it shall be lawful for the Company (but without prejudice to the right of re-entry under the Clause hereinbefore contained) to enter upon the Flat and repair or decorate the same at the expense of the Lessee in accordance with the covenants and provisions hereof and the expenses of such repairs or decorations shall be repaid by the Lessee to the Company on demand

To permit entry for repairs etc

- 15 To permit the Developer and the Company or their tenants or occupiers of the adjoining or neighbouring flats or of the neighbouring premises of the Developer or the Company 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 conduits now laid or hereafter to be laid in or upon the Block or any part thereof including the Property but making good to the Lessee all damage thereby occasioned and the Lessee will not remove or interfere with any such conduits aforesaid Provided that any new conduits shall be located in the position which will least interfere with the enjoyment by the Lessee of the amenities of the Property

To pay costs of notices

- 16 To pay to the Company on demand all costs charges and expenses (including legal costs and surveyor's fees) which may be incurred by the Company or which may become payable by the 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 Flat 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

To pay costs of consent

- 17 To pay all reasonable costs and expenses of the Company (including all solicitor's and surveyor's costs and fees) incurred in granting any consent under this Lease

Not to avoid insurance

- 18 Not to do or permit or suffer any act matter or thing in or upon the Flat which may render any increased or extra premium to be payable for the insurance of the Block or the lift in the Block or which may make void or voidable any policy for such insurance and to indemnify the Company against any increased or additional premium which by reason of any such act or default of the Lessee may be required for effecting or keeping up any such insurance and in the event of the Flat 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 hereby granted 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 Lessee then in every such case the Lessee shall forthwith pay to the 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 Lessee 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

To permit letting notices

- 19 To permit the Company or its surveyors or agents at any time during the last three months of the term hereby granted 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 Flat) that the Flat 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 Flat to any person desiring to view the same and to allow any persons producing a written authority from the Company or the surveyors or agents to enter and view the same

To yield up in repair

- 20 At the expiration or sooner determination of the said term to yield up to the Company the Property together with all additions and improvements made thereto in the meantime so decorated repaired cleansed maintained amended and kept as aforesaid

Not to obstruct entrances

- 21 Not to 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 and in particular not to park or allow the parking of any motor vehicles on any part of the Block except within the Parking Space

To forward notices

- 22 Forthwith to give notice to the Company 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 Underlessee of the Flat and if so required by the Company to produce the same and where reasonably required by the Company make or join in making such applications and representations in respect thereof as are referred to in paragraph 1 of the Sixth Schedule

Not to erect aerials

- 23 Not to erect or cause or permit to be erected upon the exterior of the Flat or upon the 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 and not to cause or permit any such aerial or apparatus wholly or in part to project from the interior of the Flat

To pay or contribute to repairs necessitated by the Lessee's default

- 24 To repay to the Company all costs charges and expenses incurred by the Company in repairing renewing and reinstating any part of the Block not hereby demised or any conduit 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 Lessee

Not to obstruct windows

- 25 Not to stop up darken or obstruct any windows or lights belonging to the Block or any adjoining or neighbouring buildings belonging to the Developer or the Company nor knowingly permit any new window light opening doorway path passage or drain or 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 Flat and in case any such window light opening doorway path passage drain or other encroachment or easement shall be made or attempted to be made forthwith upon first becoming aware thereof to give notice in writing to the Company and at the request

of the Company to adopt such means as may be reasonably required or deemed proper for preventing such encroachment or the acquisition of any such easement

To occupy as private residence

26 Not to use or occupy the Flat:

- (a) otherwise than as a private dwelling occupied by only one family
- (b) without prejudice to the general application of sub-clause (a) hereof not to carry on in the Flat or any part thereof any business as defined by Section 23(2) of the Landlord and Tenant Act 1954 or any statute amending or re-enacting the same

Use of Parking Space

27 Not to use the Parking Space:

- 27.1.1 except for parking a private motor car or motor cycle or commercial vehicle not exceeding 1.5 tonnes which is taxed and in a roadworthy condition and
- 27.1.2 for the carrying out of any repairs to any motor vehicle for the time being parked in or on the Parking Space other than minor repairs which can be carried out without causing any noise or nuisance
- 27.1.3 for the storage of any or other inflammable material (except for petrol and oil in the tanks of a motor vehicle parked thereon)

To observe the Regulations

28 At all times during the term to observe the Regulations

THE FOURTH SCHEDULE

Part I Variation of Proportions

If in the opinion of the Company it should at any time become necessary or equitable to do so the Company shall recalculate on an equitable basis the service charge proportions appropriate to the flats and parking spaces in the Block and notify the lessees 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 proportions notified to the Lessee in respect of the Property shall be substituted for those proportions set out in paragraph 12 of the Particulars and the new proportions notified to the other lessees in respect of the other flats and parking spaces in the Block shall also be substituted for those set out in paragraph 12 of the Particulars of their leases

Part II Computation of Annual Maintenance Provision

- 1 The Annual Maintenance Provision in respect of each Maintenance Year shall be computed not later than the beginning of March immediately preceding the commencement of the Maintenance Year (other than the Maintenance Provision for the current Maintenance Year which has already been computed) and shall be computed in accordance with paragraph 2 hereof
- 2 The Annual Maintenance Provision shall consist of a sum comprising:
 - (i) the expenditure estimated as likely to be incurred in the Maintenance Year by the Company for the purposes mentioned in the Fifth Schedule together with

- (ii) an appropriate amount as a reserve for or towards those of the matters mentioned in the Fifth Schedule as are likely to give rise to expenditure after such Maintenance Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one year during such unexpired term including (without prejudice to the generality of the foregoing) such matters as the decorating of the exterior of the Block the repair of the structure thereof and the repair of the Conduits
- (iii) a reasonable sum to remunerate the Company for its administrative and management expenses (including a profit element) such sum if challenged by any lessee to be referred for determination by an independent Chartered Accountant appointed on the application of the Company by the President of the Institute of Chartered Accountants in England and Wales acting as an expert
- 3(a) After the end of each Maintenance Year the Company shall determine the Maintenance Adjustment calculated as set out in the next following sub-paragraph
- (b) the Maintenance Adjustment shall be the amount (if any) by which the estimate under paragraph 2 (i) above shall have exceeded or fallen short of the actual expenditure in the Maintenance Year
- (c) the Lessee shall be allowed or shall on demand pay as the case may be the proportion of the Maintenance Adjustment appropriate to the Flat and Parking Space
- 4 Subject to provisions of paragraph 2 (iii) of this part of this Schedule a certificate signed by the Company and purporting to show the amount of the Annual Maintenance Provision or the amount of the Maintenance Adjustment for any Maintenance year shall be conclusive of such amount
- 5 The Company shall arrange for accounts of the Service Charge in respect of each Maintenance Year to be prepared and shall supply to the Lessee a summary of such accounts

THE FIFTH SCHEDULE

Purposes for which the Service Charge is to be applied

Part I

Services attributable to Block (excluding the common parts of the Block)

Decoration and repair of structure

- 1(a) As often as may in the opinion of the 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
- (b) 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 and boundary walls of the Block (including the parking spaces and car ports but excluding such parts thereof as are included in the Flat by virtue of the definition contained in Part 1 of the First Schedule and the corresponding parts of all other flats in the Block) in good repair and condition

Maintenance of the grounds

- 2(a) Properly to cultivate and preserve in good order and condition the the landscaped areas within the Block
- (b) To keep the parking spaces fences screens and walls comprised in the Block properly repaired maintained and surfaced and (where appropriate) lighted

Payment of outgoings

- 3(a) 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 entirety of the Block or its curtilage or common parts or any part thereof or any such flat being assessed or charged together with any other flat or flats to pay a due proportion thereof to be conclusively determined by the Company
- (b) To pay all costs and expenses incurred by the Company in maintaining a supply of water to the Block

To employ staff

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

Payment of costs incurred in management of the Block

- 5 To make provision for the payment of all costs and expenses incurred by the Company
- (a) in the running and management of the Block and the costs and expenses (including Solicitors costs) incurred in the collection of rents and service charges in respect of the flats in the Block and in the enforcement of the covenants and conditions and regulations contained in the leases granted of the flats and parking spaces in the Block and
- (b) in making such applications and representations and taking such action as the 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 underlessee of the Flat and Parking Space or on any lessee or underlessee of any other flats and parking spaces in the Block or on the Company in respect of the Block or the curtilage thereof or all or any of the flats and parking spaces therein and
- (c) in the determination of the Company's remuneration referred to in paragraph 2(iii) of Part 11 of the Fourth Schedule for the management of the Block
- (d) in the preparation and audit of the Service Charge accounts for the Annual Maintenance Provision for the Block
- (e) in the payment of the costs fees and expenses paid to any Managing Agent appointed by the Company in respect of the Block

Payment of Interest

- 6 To pay all interest costs and expenses that may be incurred by the Company in the event of the 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 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

Television aerial radio relay and internal telephone

- 7 To pay all expenses of providing maintaining repairing renewing servicing or otherwise relating to the communal television aerial or aerials the relay service for radio or television broadcasts or other similar apparatus the internal telephone system of the Block and any video entry

system (if any of the foregoing are installed) including any fees or charges payable to any contractor person or corporation in respect of the same

Enforcing covenants of other lessees in favour of the Company

- 8 If so required by any lessee of a flat in the Block to enforce the covenants and conditions contained herein on the part of the Lessee or similar covenants and conditions entered into or to be entered into by the lessees of other flats and parking spaces in the Block in favour of the Company so far as the same affect the property demised to the lessee requiring such enforcement and on such lessee indemnifying the Company against all costs and expenses in respect of such enforcement and (if so required by the Company) giving reasonable security for such costs and expenses

Insurance against fire etc

- 9.1 To keep the Block (including the Lessor's fixtures and fittings and the furnishings of the common parts thereof but not the contents of any flat therein) insured against loss or damage by fire lightning storm tempest flood escape of water explosion impact aircraft or anything dropped therefrom riot or civil commotion and such other risks as the Company shall think fit for a sum equal to not less than the full replacement value thereof including 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 Company shall in its absolute discretion decide and to have the Lessee and the Company included in the policy as insured persons and to produce to the Lessee on request the policy of insurance and the receipt for the current premium and 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 Lessee hereby authorises the Company to receive the insurance moneys for this purpose but without prejudice to the Lessee'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 Lessee his servants agents guests invitees or licensees 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 Company is satisfied that the inclusion of such an excess provision in any policy of insurance is in the general interest of the lessees of the flats in the Block having regard to the additional costs of insuring without such excess provision
- 9.2 To have the Block revalued for insurance purposes from time to time in accordance with good estate management practice

Third Party Insurance

- 10 To effect insurance against the liability of the Company to third parties and against such other risks and in such amount as the Company shall think fit (but not against the liability of the individual lessees as occupiers of the flats and parking spaces in the Block)

Risk Assessment

- 11 To carry out periodic risk assessments for the Block in accordance with good estate management practice

Payment of taxes

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

Costs of discontinuance

- 13 To pay any costs incurred in or resulting from the discontinuance of any matters pursuant to Clause 4.1(d)

Joint expenditure

- 14 To reimburse to the adjoining owner (which expression shall mean and include the Company and the Company's successors in title being the owner and owners of any adjoining property and any agent or administration company or trustee employed by them) 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 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 Company who shall act as an expert and whose determination shall be final and binding on the parties

Other services and expenses

- 15 To carry out all repairs to any other part of the Block for which the Company may be liable and to provide and supply such other services for the benefit of the Lessee and other tenants of the flats and parking spaces in the Block and to carry out such other repairs and such improvements works additions and to carry out 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 Company shall consider necessary to maintain the Block as a block of good class residential flats or otherwise desirable in the general interest of the lessees of the flats in the Block

Part II

Services attributable to the Common parts of the Block

Decoration and repair

- 1 To keep the entrance hall staircase lift and landings leading to the flats in the Block and used in common by the lessees and occupiers of such flats and all conduits now laid or hereafter to be laid in or upon the Block or any part thereof (other than those serving exclusively individual flats therein) in good repair and condition and as often as may in the opinion of the Company be necessary in a suitable and workmanlike manner to prepare and decorate with good quality materials the interior of the said common parts

Furnishing, Lighting and Cleaning

- 2 To keep the common parts aforesaid suitably furnished lighted cleaned and supplied with electricity

Internal Telephone

- 3 To pay all expenses of providing maintaining repairing renewing servicing or otherwise relating to the internal telephone system of the common parts of the Block and any video entry system including any fees or charges payable to any contractor person or corporation in respect of the same

Lift Maintenance and inspection

- 4(a) To maintain and keep in repair the lift serving the Block together with the emergency telephone and lighting system in the lift (save during periods of necessary repair and maintenance)
- (b) To insure the said lift for compliance with statutory periodic inspections and servicing for its safe operation and maintain a lift maintenance contract for the servicing the same and discharging all periodic payments therefore

THE SIXTH SCHEDULE
Company's Covenants

To make applications

- 1 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 Lessee or on any underlessee of the Flat or Parking Space or on any lessee or underlessee of any other of the flats and parking spaces in the Block or on the Company itself in respect of the Block or all or any of the flats and parking spaces therein

To enforce covenants of other lessees

- 2 If so required by the Lessee to enforce the covenants and conditions similar to those contained herein on the part of the lessee entered into or to be entered into by the lessees of the other flats in the Block so far as they affect the Flat and Parking Space on the Lessee indemnifying the Company against all costs and expenses of such enforcement and giving reasonable security for such costs and expenses

To impose regulations on lessees of other flats

- 3 That every lease or tenancy of a flat in the Block hereafter granted shall contain regulations to be observed by the lessee or tenant thereof identical with the Regulations and (save for such variations as may be necessary in the case of flats and parking spaces let at rack rents) shall be substantially in the form of this Lease and contain covenants on the part of the lessee similar in all material respects to those contained in this Lease

To observe regulations in respect of retained premises

- 4 As to the parts of the Block retained by the Company or which may come into the possession of the Company by the determination or expiration of any lease of any part of the Block at all times during the term hereby granted to observe and perform the Regulations

Minimum rent on letting other flats

- 5 Not to let any of the flats in the Block otherwise than on terms whereby there is paid in respect of each such flat throughout the term the Ground Rents hereby reserved and a Service Charge computed in respect of such flat in accordance with the Fourth Schedule hereto or a single rent equal to not less than the aggregate of such Ground Rent and Service Charge as aforesaid

Not to demise the structure of the Block

- 6 That the Company will not include or permit to be included any part of the structure of the Block in the demise of any premises in the Block which are let after the date of this Lease

THE SEVENTH SCHEDULE

Regulations to be observed by the Lessee

- 1 Not to do or permit to be done whether by himself or his family servants agents or visitors any illegal or immoral act or any act to the damage or annoyance or nuisance of the Company or the tenants of the Company or the occupiers of any part of the Block or the neighbourhood (including for the avoidance of all doubt the installation of any hard floor finish in any part or parts of the Property without an effective soundproof under surface)
- 2 Not to use any electrical device which has not an effective suppressor fitted thereto
- 3 Not without the written consent of the Company to keep any animal bird or reptile in the Flat
- 4 Not to place any item in nor to obstruct the entrance hall staircase and landing leading to the flats
- 5 Not to place or fix outside the windows of the Flat any sun blinds window boxes flower pots or other articles without the written consent of the Company and not to put hang or permit to be hung any clothing or other articles upon the outside of the Flat or the Block
- 6 Not to place any advertisement sign or notice of any description in the windows or on the outside walls or door of the Flat but this provision shall not prevent the Lessee from having his name outside the entrance door of the Flat on a plate of a size and design to be approved by the Company
- 7 Not to allow estate agents or other for sale or sold or to let boards to be erected upon any part of the Block
- 8 To place all domestic refuse in a suitable container of a type approved by the Company to be provided by the Lessee in such area as may be specified by the Company
- 9 Not to allow any radio or television or any musical or mechanical instrument to be played or any music or singing to take place in the Flat so as to be an annoyance to the Lessor or the tenants and occupiers of the other flats in the Block and not to allow any 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 pm and eight am

THE COMMON SEAL of the DEVELOPER
was hereunto affixed in the presence of:

Director

Director/Authorised Signatory

THE COMMON SEAL of the COMPANY
was hereunto affixed in the presence of:

Director

Secretary

SIGNED as a DEED by the LESSEE
in the presence of:

Witness Signature

Name

Address

Occupation