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Title Number [REDACTED]

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DATED

27th March

2019

ORBIT HOMES (2020) LIMITED

(1)

AND

(2)

LEASE

relating to

To be known as

Birketts

Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | Norwich
www.birketts.co.uk

Birketts

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Table of Contents

1. Interpretation
2. Grant
3. Rent Review
4. The Tenant's Covenants
5. The Landlord's Covenants
6. The Landlord's Management covenants
7. Agreements And Declarations
8. Restriction
9. Certificate Of Valuation
10. Set Off
11. Joint and several liability
12. Entire agreement
13. Notices
14. Contracts (Rights of Third Parties) Act 1999
15. VAT
16. Governing law
17. Jurisdiction

THE FIRST SCHEDULE

THE SECOND SCHEDULE

THE THIRD SCHEDULE

THE FOURTH SCHEDULE

THE FIFTH SCHEDULE

THE SIXTH SCHEDULE

THE SEVENTH SCHEDULE

THE EIGHTH SCHEDULE

THE NINTH SCHEDULE

THE TENTH SCHEDULE

Particulars

LR1. Date of lease	27 th March 2020
LR2. Title number(s)	
LR2.1 Landlord's title number(s)	NK288640
LR2.2 Other title numbers	NK187796
LR3. Parties to this lease	
Landlord:	Orbit Homes (2020) Limited (company number 06950748) whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Binley, Coventry, West Midlands, CV3 2SU
Tenant:	██████████ AND ██████████ ██████████ of ██████████ ██████████
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. See the definition of "Demised Premises" in clause 1.1 and Schedule 3 to this lease
LR5. Prescribed Statements etc.	None
LR6. Term for which the Property is leased	The term as specified in this lease at clause 1.1 in the definition of "Term"
LR7. Premium	£280,000.00 (Two hundred and eighty thousand pounds)
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land LR9.2 Tenant's covenant to (or offer to) surrender this lease LR9.3 Landlord's contractual rights to acquire this lease	None None None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements LR11.1 Easements granted by this lease for the benefit of the Property LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	The easements granted in clause 2 and set out in Schedule 4 to this lease The easement reserved in clause 2 and set out in Schedule 5 to this Lease
LR12. Estate rentcharge burdening the Property	
LR13. Application for standard form of restriction	The parties to this lease apply to enter the following standard form of restriction against the title of the Demised Premises: <i>"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under titles NK288640 and NK187796 or their conveyancer that the provisions of paragraphs 26.2</i>

	and 26.3 of Part 1 of Schedule 8 of the registered lease have been complied with or that they do not apply to this disposition"
LR14. Declaration of trust where there is more than one person comprising the Tenant	[Delete all inapplicable statements] [The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.] [The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.] [The Tenant is more than one person. They are to hold the Property on trust [complete as necessary].]

THIS LEASE is made the

27th

day of

March

2019

BETWEEN

PARTIES

(1) THE LANDLORD: ORBIT HOMES (2020) LIMITED (company number 06950748) whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Binley, Coventry, West Midlands, CV3 2SU

(2) THE TENANT: [REDACTED] AND [REDACTED] of [REDACTED]
[REDACTED]

BACKGROUND

(A) The Landlord has previously granted leases of or intends hereafter to grant leases of the Dwellings each as separate and distinct properties and the Landlord has in every such lease imposed and intends in every future lease to impose the obligations set out in Schedule 8 to the intent that the tenant for the time being of any one of the Dwellings may enforce the observance by the tenant of any other of the Dwellings of the covenants in the form set out in Part 2 of Schedule 8.

(B) The Landlord has agreed to grant to the Tenant a lease of the Demised Premises for the Premium, the Rent and on the terms and conditions hereafter.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions

Accessways the access areas and private roads forming part of the Development together with all electro-mechanical access gates and any footpaths, access areas, private roads and electro-mechanical access gates substituted thereafter

Base Figure (in the context of the review of the Rent as at 1 April 2043) the index figure for February 2018 and otherwise (in the context of each review of the Rent thereafter) the Index figure for the month of February immediately preceding the Review Date immediately preceding the Relevant Review Date

Basement Car Park	the car park in the basement of the Building including (but without limitation): (a) the floor slab and foundations; (b) the internal surfaces of the support walls and the lower surface of the ceiling slab above the car park; (c) all access/egress ramps, accessways, staircases and the like; (d) all Service Installations exclusively serving the car park; (e) all security and fire protection devices and systems exclusively serving the car park
Block	that part of the Building comprising plots in block H3 including the Demised Premises
Building	the building comprising the Dwellings and all structural parts, including the roofs, gutters, rainwater pipes, foundations, support structures, basement plinth, floors, all walls bounding individual Dwellings and all external parts of the Building and all Service Installations not used solely for the purpose of an individual Dwelling
Commencement Date	1 st January 2019
Communal Areas	all gardens and grounds forming part of the Maintained Property
Demised Premises	the second floor Dwelling known as Plot Number 329 more particularly described in Schedule 3
Development	the land described in Schedule 1 known for development purposes as St Anne's Quarter
Development Regulations	any rule or regulation made by the Landlord from time to time for the benefit or use and enjoyment of the Development by the occupiers of the Dwellings

Disabled Visitors' Parking Spaces	those Visitors' Parking Spaces marked as such
Dwellings	the Properties and the Demised Premises forming the Building or the Block (as the context shall permit) and a Dwelling means any one of them
Index	the "all items" Retails Prices Index published by the Office for National Statistics or any successor ministry, department or agency
Insurance Rent	the total of: (a) the Tenant's Proportion of the cost of any premiums (including any IPT) that the Landlord expends (after any discount or commission is allowed or paid to the Landlord), and any fees and other expenses that the Landlord reasonably incurs, in effecting and maintaining insurance of the Building in accordance with its obligations in paragraph 7 of Schedule 9 including any professional fees for carrying out any insurance valuation of the full reinstatement value; and (b) the cost of any additional premiums (including any IPT) and loadings that may be demanded by the Landlord's insurer as a result of any act or default of the Tenant, any undertenant, their workers, contractors or agents or any person at the Property with the express or implied authority of any of them
Insured Risks	fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, terrorism, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord decides to insure against from time to time

	and Insured Risk means any one of the Insured Risks
IPT	Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax
Leisure Facilities	the leisure facilities forming part of the Development together with the business and leisure facilities provided by the Landlord for the use of the occupiers of the Dwellings, including all co-extensive structural and non-structural parts and Service Installation
Maintenance Expenses	the monies actually expended or reserved for periodical expenditure by or on behalf of the Landlord at all times during the Term in carrying out the obligations specified in Schedule 6
Maintained Property	those parts of the Development which are more particularly described in Schedule 2 and the maintenance of which is the responsibility of the Landlord
Parking Space	the parking bay situated in the Basement Car Park and numbered C15 on Plan 3
Part A Proportion	the sum of $1/X \times Y$ (Development Costs) where: X = the total number of Dwellings constructed by the Landlord on the Development within the relevant accounting period Y = the costs more particularly set out in Part A of Schedule 6 together with the costs set out in Part D of Schedule 6 as may be applicable
Part B Proportion	687.82% (Block Costs)
Part C Proportion	The sum of $X/Y \times Z$ (Basement Car Park Costs) where: X = total number of individual parking bays comprised in the Parking Space allocated to the Demised Premises pursuant to Schedule 4

	Y = the total number of parking bays finally constructed by the Landlord in the Basement Car Park within the relevant accounting period
	Z = the costs more particularly set out in Part C of Schedule 6 together with the costs set out in Part D of Schedule 6 as may be applicable
Plan 1	the plan annexed hereto and so numbered
Plan 2	the plan annexed hereto and so numbered
Plan 3	the plan annexed hereto and so numbered
Premium	Two hundred and eighty thousand pounds (£280,000.00)
Properties	all the residential and commercial properties comprising the Development other than the Demised Premises
Rent	£250.00 per annum during the first twenty five years of the Term and thereafter increasing on and with effect from each and every Review Date in accordance with clause 3
Rent Payment Date	1 April in each year
Review Date	the twenty fifth anniversary of the Commencement Date and each successive twenty fifth anniversary thereafter and
Relevant Review Date	shall be construed as the context requires
Review Figure	the Index figure for the month of February preceding the Relevant Review Date
Service Installations	sewers, drains, channels, pipes, watercourses, pumps, sprinkler systems, gutters, mains wires, cables, conduits, aerials, tanks, apparatus for the supply of water, electricity, gas (if any) or telephone or television signals or for the disposal of foul or surface water

- | | |
|----------------------------|---|
| Tenant | includes the person for the time being entitled to the Term hereby granted |
| Tenant's Proportion | the proportion of the Maintenance Expenses payable by the Tenant in accordance with the provisions of Schedule 7 |
| Term | one hundred and twenty five (125) years from the Commencement Date |
| VAT | value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax. |
-
- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, or other instrument supplemental to it.

 - 1.3 Words importing one gender shall be construed as importing any other gender. Words importing the singular shall be construed as importing the plural and vice versa.

 - 1.4 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to the Tenant's personal representations, successors in title and assigns.

 - 1.5 Any covenant by the Tenant not to do something shall be construed as including a covenant by the Tenant not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

 - 1.6 Unless the context otherwise requires, references to the **Basement Car Park**, the **Block**, the **Building**, the **Communal Areas**, the **Demised Premises**, the **Development**, the **Dwellings**, the **Maintained Property** and the **Properties** are to the whole and any part of it.

 - 1.7 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

 - 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.9 References to clauses, schedules and paragraphs are to clauses, schedules and paragraphs in this lease and all headings do not form part of this lease and shall not be taken into account in its construction or interpretation.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.11 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time.
- 1.12 Where any party to this lease comprises more than one person then the obligations and liabilities of that party under this lease shall be joint and several obligations and liabilities of those persons.
2. **GRANT**
- 2.1 The Landlord lets with full title guarantee the Demised Premises to the Tenant for the Term.
- 2.2 The grant is made together with the rights set out in Schedule 4 to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and subject to:
- 2.2.1 the Tenant's covenants; and
- 2.2.2 observance of the Development Regulations; and
- 2.2.3 all rights and easements affecting the Demised Premises and any other property adjoining the Development; and
- 2.2.4 all covenants, stipulations and other matters hereinafter contained or referred to in the Charges Register of the Landlord's title so far as the same relate to or affect the Demised Premises; and
- 2.2.5 the rights set out in Schedule 5 (which so far as not already affecting the Landlord's estate in the Demised Premises are hereby excepted and reserved from this lease).
- 2.3 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord the following sums as rent:

- 2.3.1 the Rent;
 - 2.3.2 the Insurance Rent;
 - 2.3.3 the Tenant's Proportion;
 - 2.3.4 all interest payable under this lease; and
 - 2.3.5 all other sums due under this lease.
- 2.4 The Rent is payable in yearly instalments in advance on the Rent Payment Date, with the first payment due on the date of this lease and being a proportion (if necessary) calculated on a daily basis, of the Rent from the date of this lease until the day before the next Rent Payment Date.
3. **RENT REVIEW**
- 3.1 The Rent shall for the period commencing on each Review Date until the end of the Term be a sum in pounds sterling equal to the greater of (i) the Rent at the rate payable immediately prior to the Relevant Review Date and (ii) a figure in pounds sterling produced by applying the following formula:
- $A \times B$
- where:
- A = the amount payable as the Rent per annum immediately prior to the Relevant Review Date
- B = C divided by D
- C = the Review Figure; and
- D = the Base Figure.
- 3.2 If the reference base used to compile the Index changes after the date of this lease, the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index if the reference base current at the date of this lease had been retained.
- 3.3 If by reason of any change after the date of this lease in the methods used to compile the Index or for any other reason it becomes impossible to calculate the Rent by reference to the Index or if any dispute arises between the parties about the calculation of the Rent or the construction or effect of this clause the matter in dispute shall be determined by a chartered accountant acting as an expert to be appointed by agreement between the parties or in the absence of agreement by the

President for the time being of the Institute of Chartered Accountants in England and Wales or his duly appointed deputy or any person authorised by him to make appointments on his behalf on the application of either party and the expert shall have full power to determine on such dates as shall deem appropriate what would have been the increase in the Index had it continued on the basis of the Index as at the date of this lease and shall determine the Rent payable with effect on and from the Relevant Review Date. The Landlord shall be responsible for the expert's costs.

4. THE TENANT'S COVENANTS

The Tenant covenants:

- 4.1 With the Landlord to observe and perform the obligations on the part of the Tenant set out in Parts 1 and 2 of Schedule 8 and to observe and perform all covenants and stipulations contained or referred to in the Charges Register (if any) of the Title so far as they relate to or affect the Demised Premises and to indemnify the Landlord against all actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance.
- 4.2 With the Landlord to observe and perform the obligations on the part of the Tenant set out in Parts 1 and 2 of Schedule 8.
- 4.3 With the tenants of the Properties to observe and perform the obligations on the part of the Tenant set out in Part 2 of Schedule 8.

5. THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant to observe and perform the obligations on the part of the Landlord set out in Schedule 9.

6. THE LANDLORD'S MANAGEMENT COVENANTS

The Landlord further covenants with the Tenant to observe and perform the obligations on the part of the Landlord set out in Schedule 10 PROVIDED THAT if at any time the Landlord shall reasonably consider that it would be in the general interests of the tenants of the Dwellings and the Properties, the Landlord 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 Landlord shall agree with the views and wishes of the majority of the tenants of the Dwellings or the Properties as the case may be.

7. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

- 7.1 If any Rent hereby reserved is unpaid for thirty days after becoming due (whether lawfully demanded or not) or if any covenant by the Tenant or condition is not performed or observed by the Tenant, it shall be lawful for the Landlord or any person authorised by it at any time thereafter to re-enter the Demised Premises (or any part of the Demised Premises in the name of the whole) and thereupon this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.
- 7.2 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 Landlord and no re-entry shall be effected until the expiry of 28 days after the service of any such notice.
- 7.3 That nothing herein contained shall be construed as entitling the Tenant to require that all or any of the covenants herein contained be imposed upon or enforced in respect of any property adjoining or neighbouring the Development.
- 7.4 That the Landlord shall have power to make, and at any time vary, such Development 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 Properties.
- 7.5 That the Tenant 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 Landlord for building or any other purpose.
- 7.6 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 following damage or destruction by any of the Insured Risks, and subject to the provisions of Schedule 9, the Landlord's obligations in Schedule 9 shall be deemed to have been discharged and the Landlord 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 Tenant such proportion of it 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 Schedule 7.
- 7.7 (Where the Tenant is more than one person) the Tenants 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 tenants or tenants in common as set out in the particulars and the Tenant declares that the survivor can/cannot give a valid receipt for capital money arising on a disposition of the Demised Premises.

8. RESTRICTION

The Landlord and the Tenant hereby apply to the Land Registry for entry on the register of the following restriction on the title to the Demised Premises:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under titles NK288640 and NK187796 or their conveyancer that the provisions of paragraphs 26.2 and 26.3 of Part 1 of Schedule 8 of the registered lease have been complied with or that they do not apply to this disposition"

9. SET OFF

The Rent, Insurance Rent, Tenant's Proportion and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. JOINT AND SEVERAL LIABILITY

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

11. ENTIRE AGREEMENT

11.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

11.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

12. NOTICES

12.1 A notice given under or in connection with this lease shall be:

12.1.1 in writing and for the purposes of this clause a fax or an email is not in writing;

12.1.2 given to the Landlord by:

- 12.1.2.1 leaving it at the Landlord's address given in clause 12.5; or
 - 12.1.2.2 sending it by prepaid first-class post or other next working day delivery service to the Landlord's address given in clause 12.5;
- 12.1.3 given to the Tenant by:
 - 12.1.3.1 leaving it at the Demised Premises; or
 - 12.1.3.2 sending it by prepaid first-class post or other next working day delivery service to the Demised Premises.
- 12.2 If a notice is given in accordance with clause 12.1, it shall be deemed to have been received:
 - 12.2.1 if delivered by hand, at the time the notice is left at the proper address; or
 - 12.2.2 if sent by prepaid first-class post or other next working day delivery service, on the second working day after posting.
- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 12.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 12.5 The Landlord's address for service is Orbit Homes (2020) Limited Garden Court Harry Weston Road, Binley Business Park, Coventry, West Midlands CV3 2SU or such other address as the Landlord may notify to the Tenant from time to time.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

14. VAT

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant to the Landlord.

15. **GOVERNING LAW**

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

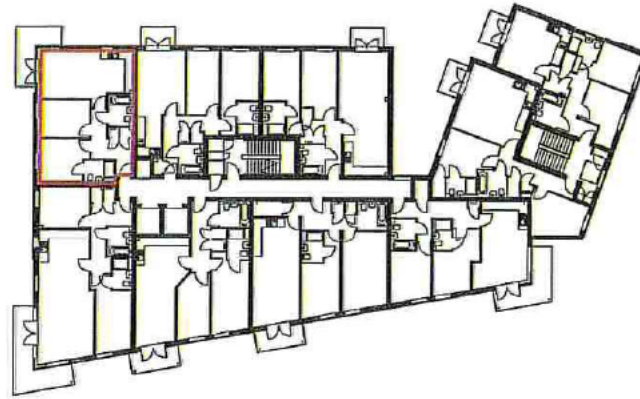
THE DEVELOPMENT

The land comprised in Title Numbers NK288640 and NK187796 being Land on the North East Side of King Street, Norwich together with any buildings or structures thereon or forming part of.

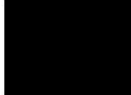
SCHEDULE 2

THE MAINTAINED PROPERTY

1. The Accessways the Communal Areas the Leisure Facilities and the refuse storage facilities.
2. The entrance halls passages 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 Dwellings and the glass in the windows of such common parts together with all ancillary decorative parts.
3. The structural parts of the Building including the roofs, gutters, rainwater pipes foundations floors and walls bounding individual Dwellings, the window frames and balconies and all external parts of the Building.
4. All Service Installations not used solely for the purpose of an individual Dwelling together with all external ancillary decorative parts.
5. The Basement Car Park.
6. The lift in the Block together with any associated plant, services or utilities.
7. The water tanks for the supply of domestic cold water together with associated service media and the associated costs of the water and sewerage undertaker.
8. **Excepting and reserving from the Maintained Property:**
 - 8.1 The glass and fittings in the window frames and the exterior doors of all individual Dwellings save (as applicable) for the external decorative parts.
 - 8.2 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 Dwellings.
 - 8.3 The floor surface of any balconies.
 - 8.4 The Service Installations which exclusively serve individual Dwellings.



DEMISE LAYOUT PLAN - SECOND FLOOR LEVEL



0m 10m 20m
Scale Bar 1:500 at A4



4239

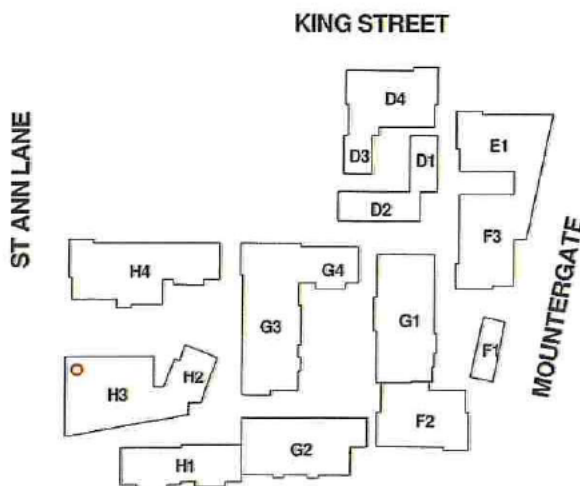


[Signature]

Director

[Signature]

Company Secretary



KEY PLAN 1:2000 at A4

LEGEND

: Unit location

Block Name

D1 : Fleur De Lys Court

D2 : Fleur De Lys Court

D3 : Fleur De Lys Court

D4 : Fleur De Lys Court

E1 : Boleyn House

F3 : Boleyn House

F1 : Fox House

F2 : Bartholomew Court

G1 : Bartholomew Court

G2 : Hop Pole Yard

H1 : Wharf House

H2 : Lords Garden

H3 : Lords Garden

H4 : Mineral Court

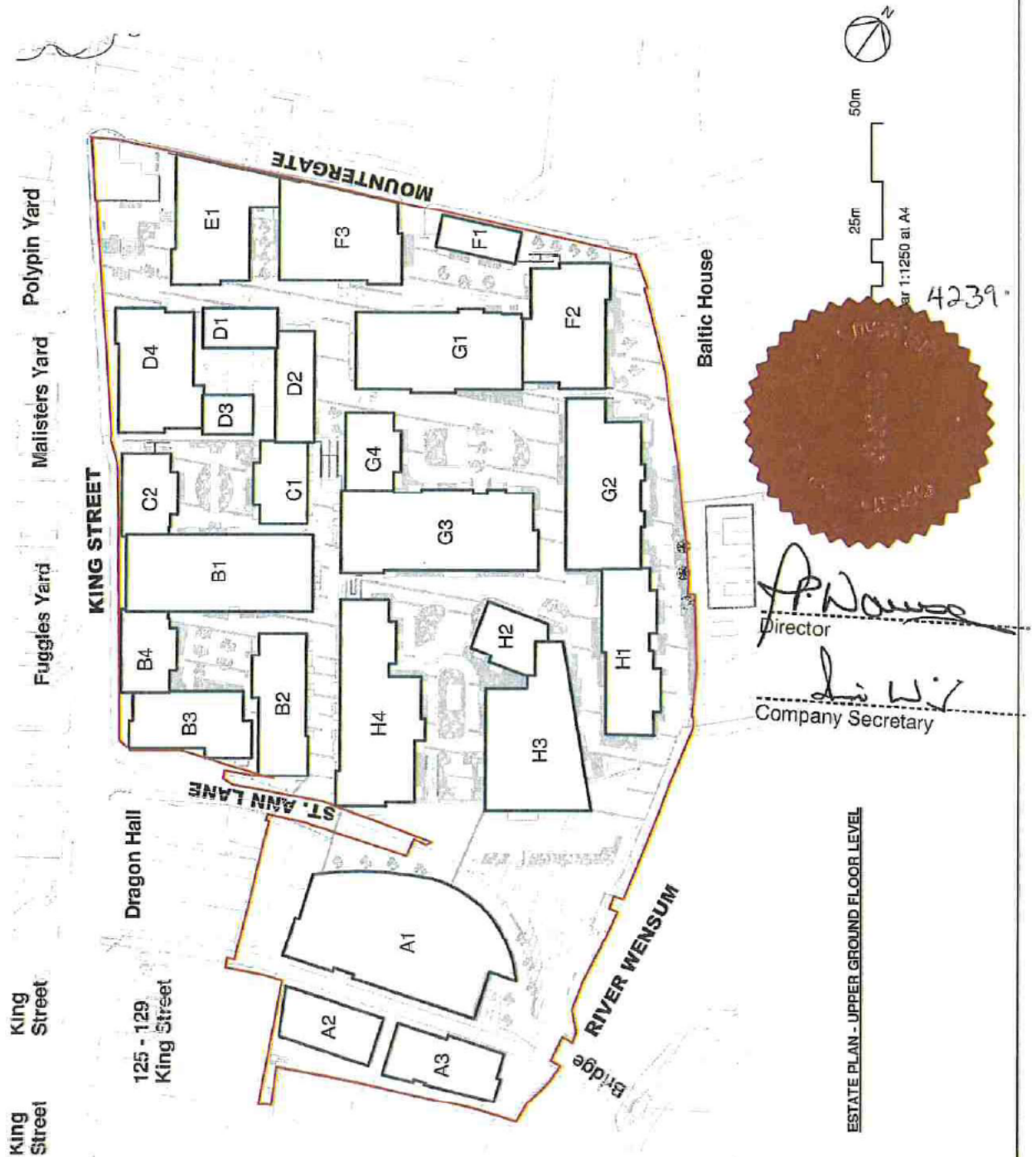
G3 : Austin House

G4 : Austin House

Plan 2

LEGEND

Block Name	
A1	: Slathe Court
A2	: Slathe Court
A3	: Slathe Court
B1	: Midday House
B2	: Snapdragon Court
B3	: Snapdragon Court
B4	: Snapdragon Court
C1	: Constonthe Yard
C2	: Constonthe Yard
D1	: Fleur De Lys Court
D2	: Fleur De Lys Court
D3	: Fleur De Lys Court
D4	: Fleur De Lys Court
E1	: Boleyn House
F3	: Boleyn House
F1	: Fox House
F2	: Bartholomew Court
G1	: Bartholomew Court
G2	: Hop Pole Yard
H1	: Wharf House
H2	: Lords Garden
H3	: Lords Garden
H4	: Mineral Court
G3	: Austin House
G4	: Austin House



Plan 3

LEGEND

- Block Naming
- A1 : Saith Court
 - A2 : Saith Court
 - A3 : Saith Court
 - B1 : Midday House
 - B2 : Saipdragon Court
 - B3 : Saipdragon Court
 - B4 : Saipdragon Court
 - C1 : Gandonthe Yard
 - C2 : Gandonthe Yard
 - D1 : Fleur De Lys Court
 - D2 : Fleur De Lys Court
 - D3 : Fleur De Lys Court
 - D4 : Fleur De Lys Court
 - E1 : Boleyn House
 - F1 : Boleyn House
 - F2 : Fox House
 - F3 : Bartholomew Court
 - G1 : Bartholomew Court
 - G2 : Hop Pole Yard
 - H1 : Wharf House
 - H2 : Lords Garden
 - H3 : Lords Garden
 - H4 : Mineral Court
 - G3 : Austin House
 - G4 : Austin House
- Access and use rights to car park space (where applicable)
 - Access and use rights to cycle storage spaces
 - Access and use rights to bin store

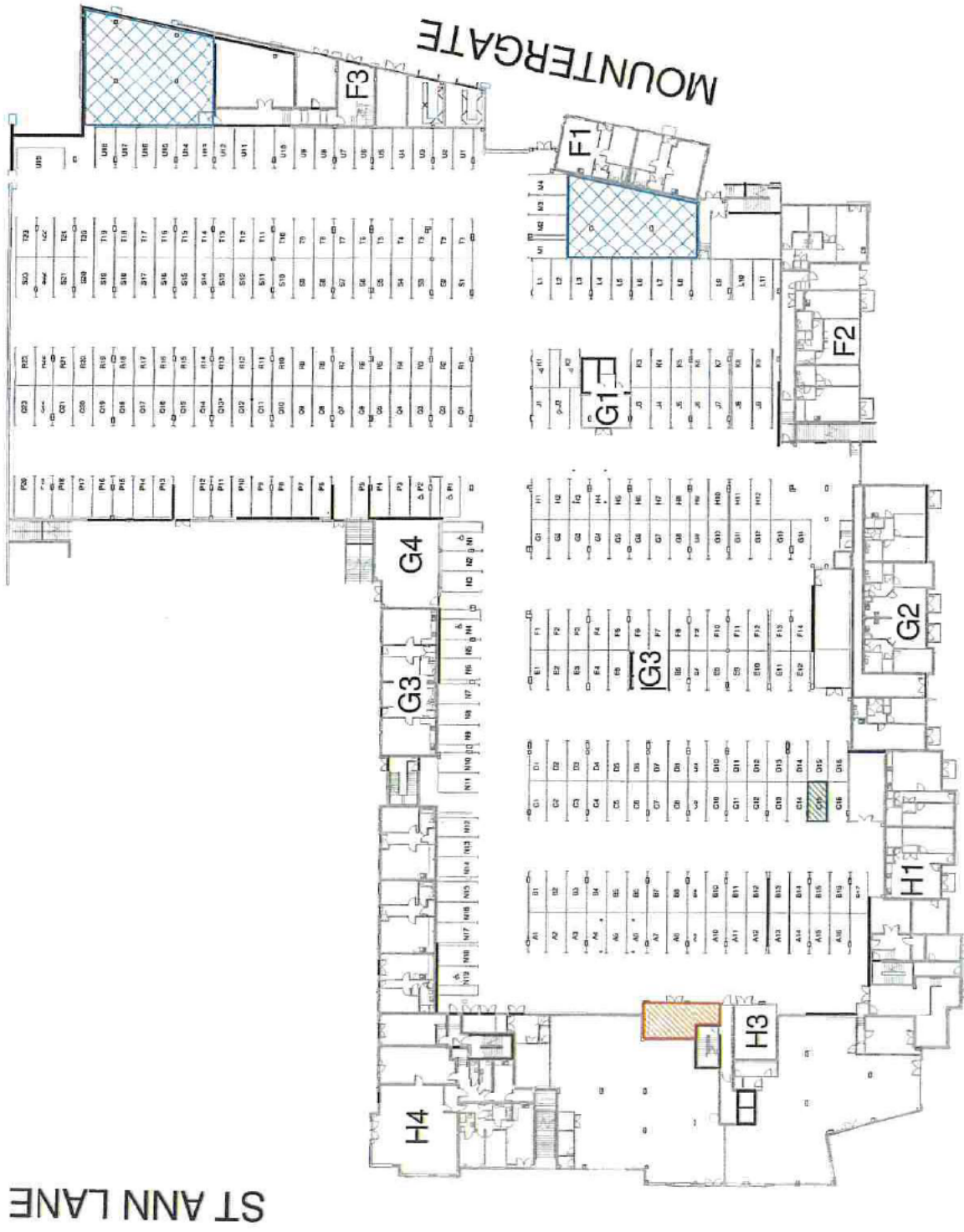
H2.31



Director
Company Secretary



0m 10m 20m
Scale Bar 1:500 m A3



CAR PARKING & FACILITIES PLAN - SECOND FLOOR LEVEL
No.22
Lords Gardens
St Ann Lane
Nareith
M1 1PY

SCHEDULE 3

THE DEMISED PREMISES

ALL THAT flat shown edged red on Plan 1 being part of the Block TOGETHER WITH (for the purpose of obligation as well as grant):

1. The doors and windows including the glass in the windows and fittings but not the external decorative surfaces.
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 plaster face of all external or structural walls.
5. Internal walls which are not main structural walls and which divide the flat from adjoining Properties or the common parts of the Building which are to be party walls.
6. Half of the non-structural wall(s) (severed medially) which divide the flat from any adjoining Properties or from the internal common parts of the Building TOGETHER WITH the Service Installations used solely for the purpose of the flat.
7. The floor surface only of the balcony or patio (if any) co-extensive with the flat.

SCHEDULE 4

RIGHTS INCLUDED IN THE DEMISED PREMISES

1. The right (in common with the Landlord 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 Demises Premises through and from the Service Installations forming part of the Maintained Property.
2. The right of support and shelter for the Demised Premises by and from the other parts of the Development.
3. The right to the benefit of the covenants entered into or to be entered into by the tenants of the Properties with the Landlord for the observance and performance of the covenants in the form set out in Part Two of Schedule 8.
4. Such rights of access to and entry upon the other parts of the Development as are necessary for the proper performance of the Tenant's obligations or for the repair decoration maintenance or inspection of the Demises Premises, the Tenant in exercising such rights causing as little damage as possible and making good any damage caused.
5. The right of way for the Tenant and all persons authorised by the Tenant (in common with all other persons having the like right) at all times, with or without vehicles (as appropriate), over and along those parts of Communal Areas and Accessways which afford access to and egress from the Demised Premises and the Parking Space, and over and along the passageways corridors lifts and staircases forming part of the internal common parts of the Block.
6. The right to exclusive use of the balcony (if any) coextensive with the flat.
7. The right to exclusive use of the Parking Space for the purpose of parking a roadworthy and properly taxed and insured private motor vehicle not exceeding three tonnes gross laden weight, subject to the following rights of entry by the Landlord to:
 - 7.1 to enter upon the Parking Space for all reasonable purposes but on a temporary basis only and having given to the Tenant reasonable prior notice (save in the case of emergency when no notice need be given) in connection with the development or repair decoration or alteration or other building works to the Basement Car Park which cannot otherwise be conveniently effected the person or persons exercising such rights causing as little damage as may be practicable to the Parking Space and the property of the Tenant and causing as little inconvenience as possible and making good any damage thereby occasioned to the Parking Space or such

properly without unreasonable delay at the expense of the Landlord or such person or persons so entering the Parking Space; and

- 7.2 to enter upon the Space where reasonably necessary but on a temporary basis only and having given to the Tenant reasonable prior notice (save in the case of emergency when no notice need be given) for the purpose of connecting laying repairing cleansing maintaining altering replacing or renewing any service media passing thereunder and the Landlord may temporarily close the Basement Car Park or prevent access to the Parking Space without providing alternative parking facilities for all or any of the said purposes or for any other proper or reasonable purpose provided that in all such cases the Landlord shall keep the extent of the disruption and/or closure to a minimum acting reasonably.
8. The right in common with all others entitled to a similar right to use (as may have been provided) for the reasonable purpose intended forming part of the Development, the:
 - 8.1 Refuse storage area(s);
 - 8.2 Security door entry system;
 - 8.3 Communal television reception system;
 - 8.4 Leisure facilities (if any); and
 - 8.5 Lift.
9. The right, in common with all others entitled to a similar right, of passage of sewage and water through any Service Installations until adopted as public sewers.
10. The right to use in common with all others entitled to a like right on a first come first served basis any Disabled Visitors Parking Spaces for those vehicles entitled to use the Disabled Visitors Parking Spaces.
11. The right to use in common with all others entitled to alike right on a first come first served basis any cycle store for the temporary parking of a non-motorised cycle forming part of the Development.

SCHEDULE 5

RIGHTS TO WHICH THE DEMISED PREMISES IS SUBJECT

1. The right of support and shelter for the other parts of the Development by and from the Demised Premises.
2. Such rights of access to and entry upon the Demised premises by the Landlord and its tenants 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 Landlord at any time without obtaining the consent of, or paying compensation to the Tenant:
 - 3.1 To build or rebuild or alter any structure comprising the Development (but not so as to prejudice access to the Demised Premises) according to such plans and to such height extent and in such manner as the Landlord 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 Accessways the Communal Areas the internal common parts of the Block and the Basement Car Park (but not so as to prejudice access to the Demised Premises or the Parking Space).
4. The right (so far as necessary in common with the Tenant) for the Landlord and its tenants 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 for inspecting cleaning repairing maintaining and reinstating the same.

SCHEDULE 6

THE MAINTENANCE EXPENSES

Part A

(Development Costs)

1. Keeping the Communal Areas generally in a neat and tidy condition and tending and renewing any water features lawns flower beds shrubs and trees as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence (if any) on the Development including any benches seats garden ornament sheds structures or the like.
2. Keeping the Accessways in good repair and clean and tidy.
3. Repairing maintaining inspecting redecorating and as necessary reinstating or renewing the refuse storage facilities and arranging (if necessary) for the emptying of receptacles for rubbish for the use of the occupiers of the Dwellings.
4. Inspecting maintaining repairing renting renewing reinstating replacing and insuring the fire fighting appliances (if any) the closed circuit security surveillance system the Leisure Facilities and such other equipment relating to the Maintained Property by way of contract or otherwise as the Landlord may from time to time consider necessary or desirable for the carrying out of the acts and things mentioned in this Schedule.
5. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations forming part of the Accessways and the Communal Areas.
6. Inspecting maintaining renewing reinstating and replacing the river flood defence system forming part of the Communal Areas and such other equipment relating thereto by way of contract or otherwise as the Landlord may from time to time consider necessary or desirable for the carrying out of the acts and things mentioned in this Schedule.
7. All costs in respect of repairing, maintaining inspecting an as necessary reinstating or renewing the water tanks and any ancillary service installations in the supply of domestic cold water.
8. Keeping the Accessways illuminated at all reasonable times.

Part B

(Block Costs)

1. Inspecting rebuilding repointing renewing redecorating cleaning or otherwise treating as reasonably necessary and keeping the Maintained Property comprised in the Building and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Inspecting maintaining renting renewing reinstating replacing and insuring the fire fighting equipment (if any) the communal telecommunications reception apparatus the security door entry system(s) and such other equipment relating to the Maintained Property by way of contract or otherwise as the Landlord may from time to time consider necessary or desirable for the carrying out of the acts and things mentioned in this Schedule.
3. Inspecting maintaining renting renewing reinstating replacing and insuring the lift in the Block and all such other equipment or systems ancillary to it by way of contract or otherwise as the Landlord may from time to time consider reasonably necessary or desirable.
4. Redecorating all the external and internal common parts of the Building so often as the Landlord considers reasonably necessary.
5. All costs incurred by the Landlord insuring and keeping insured the Building as more particularly described in Schedule 9.
6. The payment of all standing charges relating to the metered supply of domestic cold water (and associated drainage standing charges) for consumption by the occupiers of the Block.

Part C

(Basement Car Park Costs)

1. Inspecting rebuilding repointing renewing redecorating or otherwise treating as necessary and keeping the Basement Car Park in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. All costs incurred by the Landlord insuring and keeping insured the Basement Car Park as more particularly described in Schedule 9.
3. Inspecting maintaining renting renewing reinstating replacing repairing and insuring the fire fighting equipment the closed circuit security surveillance system and such other ancillary equipment relating to the Basement Car Park by way of contract or

otherwise as the Landlord may from time to time consider necessary or desirable for the carrying out of the acts and things mentioned in this Schedule.

4. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations serving the Basement Car Park.
5. Enforcement of parking controls by the Landlord or such party it employs to carry out such enforcement on its behalf.

Part D

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

1. Insuring any risks for which the Landlord 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 in such amount as the Landlord shall reasonably think fit.
2. Retaining and paying such persons as may be necessary in connection with the upkeep of the Maintained Property together with the reasonable overheads of operating any related office or store and the supply and upkeep of any uniforms for such persons.
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 except insofar as the same are the responsibility of the individual tenant of any of the Dwellings.
4. Paying any VAT 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 insofar as the same is not the liability of or attributable to the tenant of any of the Dwellings.
6. Preparing and supplying to the tenants of the Dwellings copies of any Development 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 (provided always that the costs incurred thereby shall be deducted from the expenses more particularly described in paragraph 12 of this Part of Schedule 6) or consultants or similar and the payment of all costs and expenses incurred by the Landlord:

- 7.1 in the running and management of the Development and the collection of the rents and Maintenance Expenses and in the enforcement of the covenants and conditions and regulations contained in the leases of the Dwellings and any Development Regulations;
- 7.2 in making such applications and representations and taking such action as the Landlord shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any tenant or undertenant of the Properties in respect of the Development or the curtilages thereof or all or any of the flats or parking spaces therein;
- 7.3 in the valuation of all structures comprised in the Development from time to time for insurance purposes; and
- 7.4 in the preparation for audit of the Maintenance Expenses accounts.
8. Enforcing or attempting to enforce the observance of the covenants on the part of the tenant of any of the Dwellings.
9. Employing a qualified accountant for the purposes 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 relating to the Development insofar as such compliance is not the responsibility of the tenant of any of the Dwellings.
11. Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility which in the opinion of the Landlord it is reasonable to provide.
12. The reasonable and proper fees of the Landlord relating to its general management of the Development which said sum shall be the management fee (which incorporates a profit element) of the Landlord PROVIDED ALWAYS that the sum shall be reviewed annually and varied upwards only in line with annual inflation figures issued by HM Government from time to time.
13. Such sum as shall be considered necessary by the Landlord (whose decision shall be final as to questions of fact) to provide a reserve fund 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 for the Maintained Property from time to time and providing such additional lighting water or power supply apparatus as the Landlord may reasonably think fit.
15. All other expenses (if any) incurred by the Landlord in and about the maintenance and proper and convenient management and running of the Development including any expenses incurred in rectifying or making good any inherent structural defect in the Building or any other part of the Development (except insofar as the cost is recoverable under any insurance policy or from a third party), any interest paid on any money borrowed by the Landlord to defray any expenses incurred by it and specified in this Schedule, any costs imposed on the Landlord in accordance with paragraph 4 of Schedule 7, any legal or other costs reasonably and properly incurred by the Landlord 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 tenant of the Dwellings or by any third party against the Landlord as owner tenant or occupier of any part of the Development.

SCHEDULE 7

THE TENANT'S PROPORTION OF MAINTENANCE EXPENSES

1. The Tenant's Proportion means:
 - 1.1 The Part 1 Proportion of the amount attributable to the costs in connection with the matters mentioned in Part 1 of Schedule 6, together with any costs attributable to matters referred to in Part 4 of the said Schedule which relate to matters mentioned in Part 1.
 - 1.2 The Part 2 Proportion of the amount attributable to the Block in connection with the matters mentioned in Part 2 of Schedule 6, together with any costs attributable to matters referred to in Part 4 of the said Schedule which relate to matters mentioned in Part 2.
 - 1.3 The Part 3 Proportion of the amount attributable to the costs in connection with the matters mentioned in Part 3 of Schedule 6, together with any costs attributable to matters referred to in Part 4 of the said Schedule which relate to matters mentioned in Part 3.
2. If, due to any re-planning or change of layout of the Development or the Building or Service Installations of the Block by the Landlord, it should at any time become necessary or equitable to do so, the Landlord shall recalculate (on an equitable basis) the percentage appropriate to all properties comprising the Development or the Building or the Block (as the case may be) and shall notify the tenants accordingly, and in such case as from the date specified in the notice the new Tenant's Proportion notified to the Tenant in respect of the Demised Premises shall substitute those set out in the Particulars of this lease and the new Proportion shall be notified by the Landlord to the other tenants in respect of the Properties and shall substitute those set out in their leases.
3. The certification of the account referred to in paragraph 10 of Part 4 of Schedule 6 shall, subject to the provisions of this lease, be binding on the Landlord and the Tenant unless manifestly incorrect.
4. If the Tenant 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 Schedules 6 and 9 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 Tenant under this paragraph shall not affect the obligation of the Tenant to pay to the Landlord the Tenant's Proportion in

accordance with paragraph 7 of this Schedule, and after the decision of any person appointed as aforesaid any overpayment by the Tenant shall be credited against future payment due from the Tenant to the Landlord under this Schedule.

5. The amount of Maintenance Expenses shall be adjusted to take into account any sums received by the Landlord as a contribution towards the cost of the work mentioned in Schedule 6 from the owners tenants or occupiers of any adjoining or neighbouring properties to the Development or any commercial Properties within the Development.
6. An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for the future expenditure) for the period ending on 31 March 2019 and for each subsequent year ending on 31 March during the Term shall be prepared as soon as practicable and the Landlord shall serve a copy of such account and certificate on the Tenant.
7. The Tenant shall pay to the Landlord the Tenant's Proportion of the Maintenance Expenses as follows:
 - 7.1 in advance on the Rent Payment Date, the Tenant's Proportion of the amount estimated from time to time by the Landlord or its agents as the Maintenance Expenses for that year, with the first payment due on the date of this lease and being a proportion (if necessary) calculated on a daily basis, of the Tenant's Proportion from the date of this lease until the day before the next Rent Payment Date; and
 - 7.2 within 21 days of the Landlord serving on the Tenant a certificate in accordance with paragraph 6 of this Schedule, the balance by which the Tenant's Proportion received by the Landlord pursuant to sub-paragraph 7.1 above falls short of the Tenant's Proportion payable to the Landlord as certified during the said period, and any overpayment by the Tenant shall be credited against future payments.

SCHEDULE 8

COVENANTS BY THE TENANT

Part 1

(Covenants enforceable by the Landlord)

1. To pay to the Landlord or its authorised agent the Rent reserved on the Rent Payment Dates.
2. To pay to the Landlord or its authorised agent the Tenant's Proportion at the times and in the manner herein provided.
3. To pay interest at the rate of 4% above the base rate from time to time of Barclays Bank Plc (both before and after any judgment) on any Rent, Insurance Rent, Tenant's Proportion or any other payment due under this lease, calculated on a daily basis for the period from the due date to and including the date of payment.
4. To pay all costs charges and expenses (including legal costs and surveyor's fees) incurred by the Landlord in or in contemplation of any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with, and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court.
5. To yield up at the termination of the Term the Demised Premises together with any landlord's fixtures and appliances and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Tenant and conditions of this lease.
6. At any time within the six calendar months prior to the termination of the Term, to permit the intending new tenants, as confirmed in writing by the Landlord or its agents, to view the Demised Premises by appointment at reasonable hours in the day-time.
7. To pay and discharge all rates, taxes, assessments, charges, duties and other outgoings whatsoever, whether parliamentary parochial or of any other kind which are now, or during the Term, assessed or charged on or payable in respect of the Demised Premises, or by the landlord, tenant, owner or occupier thereof.

8. To keep the Landlord indemnified in respect of charges for any other services payable in respect of the Demised Premises which the Landlord shall from time to time during the Term be called upon to pay, such sums to be repaid to the Landlord on demand.
9. To repair and keep the Demised Premises and all Service Installations exclusively serving the Demised Premises (but excluding such parts as are included in the Maintained Property) and every part thereof and all Landlord's fixtures and fittings in good and substantial repair, order and condition at all times during the Term including the renewal and replacement of all worn or damaged parts, provided that the Tenant shall not be liable for any damage caused by any of the Insured Risks (unless such insurance shall be wholly or partially vitiated by any act or default of the Tenant or of any member of the family employee or visitor of the Tenant or other such occupiers) or for any work for which the Landlord is expressly liable under this lease.
10. Should the Tenant require access to any other part of the Development (in exercise of its rights under paragraph 4 of Schedule 4), to give at least seventy-two hours' notice in writing (except in cases of extreme urgency) to the Landlord and any occupiers of the part of the Development to which the Tenant requires access, and upon gaining such access to act carefully and reasonably causing as little damage as possible and making good any damage caused at its own expense.
11. As often as is necessary and at least every five years and in the year preceding the termination of the Term, to decorate or treat as appropriate all parts of the inside of the Demised Premises that are usually decorated or treated in a good and proper manner, using good quality, suitable materials that are appropriate to the Demised Premises and in the last year of the Term to use materials, designs and colours approved by the Landlord.
12. To clean all the internal and external surfaces of all windows of the Demised Premises at least once in every four weeks.
13. To permit the Landlord or its agents with or without workmen at any convenient hours in the day-time, upon reasonable prior written notice, to enter the Demised Premises to take inventories of the Landlord's fixtures, fittings and appliances and to view the condition thereof, and upon notice being given to the Tenant specifying any repair or works necessary to be done for which the Tenant is liable, to comply with the same and if the Tenant shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works, to permit the Landlord or their respective agents with or without workmen and appliances to enter the Demised Premises and carry out such repairs or works, and to pay to the Landlord on demand all costs incurred by the Landlord.

14. To make good any damage to any part of the Development caused by any act or omission or negligence of any occupant of or person using the Demised Premises and (without prejudice to the generality of the foregoing) not to damage or interfere with the aerials and services of the Development (whether or not attached to or included in the Demised Premises) or any fire-fighting equipment (if any) or any other equipment referred to in Schedule 6.
15. Not to bring into the Demised Premises any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to the Development or its occupants.
16. Not to do or permit or suffer any act or omission which may cause any insurance of the Development to become void or voidable or which may cause an increased premium to be payable in respect of it and to comply in all respects with the requirements of the insurers relating to the Demised Premises and the Development.
17. To make good all loss or damage sustained by the Landlord consequent upon any breach of the above provision.
18. Not to do or permit or suffer to be done any act, matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing it and to keep the Landlord indemnified against all claims, demands and liabilities in respect of any such contravention.
19. To comply with and use all reasonable endeavours to ensure that all persons living in or visiting the Demised Premises or using the Parking Space or any part of the Maintained Property complies with the Development Regulations.
20. Within one week after receipt of any notice or other communication affecting the Demised Premises or the Building (and whether or not served pursuant to any law) to send a copy of the relevant document to the Landlord and, in so far as it relates to the Demised Premises or the Tenant's use of the Communal Areas, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.
21. At its own cost, to comply in all respects with all laws and any order, direction or requirement made or given by any planning authority or Court (whether requiring anything to be done or omitted by landlord, tenant or occupier) relating to the Demised Premises and the use of the Communal Areas by the Tenant, and to give notice in writing to the Landlord of the making or giving of such order, direction or requirement.

22. Not to make any external or structural alteration or addition to the Demised Premises or make any opening in any boundary of the Demised Premises or cut or maim any structural parts of the Building.
23. Not to make any internal, non-structural alteration or addition to the Demised Premises, or alteration to the plan, design or elevation of the Demised Premises, without the prior written consent of the Landlord. On making an application for consent, to submit to the Landlord any plans and specifications reasonably required, and to pay the reasonable and proper legal and surveyors' fees of the Landlord in connection with any such application and to carry out any authorised work in accordance with the approved plans and specifications only, making use of good sound materials, all of which shall be subject to inspection and approval by the Landlord.
24. Not to make any openings or open up any floors walls or ceilings for the purpose of altering or renewing any Service Installations nor to alter any of the Landlord's fixtures fittings or appliances therein and not in any case to commit or allow any waste or spoil on or about the Demised Premises.
25. Not to display or hang any window boxes clothes washing aerials satellite dishes or any similar telecommunication transmission or reception apparatus or thing from the Demised Premises (except aerials placed there by the Landlord).
26. **Alienation**
- 26.1 Not to assign part of this lease or underlet, charge or part with possession of part only of the Demised Premises.
- 26.2 Not to assign the whole of this lease, or underlet or part with possession of the whole of the Demised Premises during the last seven years of the Term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 26.3 Not to assign the whole of this lease to a limited company without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 26.4 Not to assign the whole of this lease unless the Tenant has first:
- 26.4.1 paid to the Landlord any Rent, Tenant's Proportion, Insurance Rent or other sums payable under this lease which have fallen due before the date of assignment; and
- 26.4.2 provide the Landlord with an address for service in England or Wales if the assignee or transferee is not resident in England or Wales or is a limited company not registered within England or Wales.

- 26.5 Not to underlet the whole of the Demised Premises unless:
- 26.5.1 the underlease is on an assured shorthold tenancy agreement or any other tenancy agreement whereby the tenant does not obtain security of tenure on expiry or earlier termination of the term;
 - 26.5.2 the underlease contains covenants substantially the same as those contained in this Schedule, other than those contained in paragraph 11; and
 - 26.5.3 the underlease provides that the undertenant must not do anything that would or might cause the Tenant to be in breach of its covenants under this lease.
- 26.6 Within one month of any assignment, underletting, charge, parting with possession of or any other devolution of title to this lease or the Demised Premises to serve notice on the Landlord or (if required by the Landlord) the Landlord's solicitors giving details and to:
- 26.6.1 provide a certified copy of the transfer or other instrument of devolution of title; and
 - 26.6.2 pay the Landlord's or the Landlord's solicitors, reasonable registration fee which shall be no less than thirty pounds (£30) plus VAT in respect of each document produced.
27. Not to interfere with or obstruct the performance of the duties from time to time imposed upon him by the Landlord any employee or servant of the Landlord and not to carry out any decoration repair maintenance or otherwise upon the exterior of the Building.
28. Not to obstruct at any time nor in any way interfere with any manhole cover or any such access point on any part of the Development.

Part 2

(Covenants enforceable by the Landlord and tenants of the Properties)

1. Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a private residence for occupation by a single household and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business or profession likely to become a nuisance.
2. Not to use the Parking Space for any purpose other than for the purpose of parking a private, taxed and roadworthy motor vehicle not exceeding three tonnes in gross laden weight or motor cycle thereon and not to park or allow to be parked any motor

vehicle wheeled vehicle or other form of transport on any other part of the Development.

3. Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Development.
4. Not to carry out nor allow to be carried out any vehicle maintenance on a commercial basis on any part of the Development.
5. Not to allow or cause to be allowed the deterioration of any vehicle on the Development to an unreasonable condition or to abandon any vehicle whatsoever on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Landlord without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Tenant any costs incurred.
6. Not to obstruct at any time any accessways roadways lifts entrances stairways or corridors on the Development.
7. Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Demised Premises any act or thing which is or may become a nuisance damage annoyance or inconvenience to the Landlord or to the tenants or occupiers of the Properties or to any owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority insofar as the same is the liability of or wholly or partially attributable to the default of the Tenant.
8. Not to exhibit any notice advertisement name plate, sign, writing or drawing or placard of any kind upon the Demised Premises or on the exterior of the Demised Premises.
9. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks or basins lavatories cisterns or waste or soil pipes in the Demised Premises but to place refuse in the appropriate receptacles in the area provided (if any) for that purpose for the use of the Demised Premises.
10. Not to play or use any piano record player radio loud-speaker or other electric electronic mechanical musical or other instrument of any kind nor practise any singing in the Demised Premises so as to cause annoyance to other occupiers of the Properties or so as to be audible outside the Demises Premises between the hours of 11.00pm and 9.00am.

11. Not to keep any dog bird cat or other animal or reptile in the Demised Premises except with the prior written consent of the Landlord which consent may be revoked at the discretion of the Landlord.
12. No ceramic flooring is to be laid in the Demised Premises on any floors above ground floor level.
13. Not to reside or permit any other person to reside in the Demised Premises unless the floors (including any passages) are completely covered with carpet vinyl wood laminate flooring or other floor covering together with suitable sound deadening material, except while this shall be removed for cleaning or repairing or redecorating the Demised Premises.
14. Not to hang or expose clothes or other articles outside the Demised Premises or on the balcony/terrace (if any) or add screening of any kind to the balcony/terrace or shake anything out of the windows of the Demised Premises.
15. Not to stop up, darken or obstruct any windows at the Demised Premises or Building or do anything else which may obstruct the flow of light or air to the Demised Premises or any other part of the Building.
16. Not without the Landlord's prior written consent to decorate the exterior of the Demised Premises in a way otherwise than in colours and materials identical to those applied or used by the Landlord as at the date of this lease.
17. Not to play or loiter in the Communal Areas or make any avoidable noise within either the Communal Areas or the Maintained Property.
18. Not to decorate any of the external doors, windows or door furniture or replace the same without the Landlord's prior written consent.
19. Not to use or permit to be used or place any barbeque on any part of the Demised Premises (including any balconies), the Communal Area or the Development.
20. Not to remove or replace the light fittings within the Demised premises which form part of the fire protection system.

SCHEDULE 9

COVENANTS ON THE PART OF THE LANDLORD

1. That the leases of the Properties granted by the Landlord contain covenants on the part of the various tenants to observe the like obligations as are contained in Schedule 8 as appropriate to each type of property.
2. That the Tenant paying the Rent and observing and performing the several covenants on his part and conditions of this lease shall peaceably hold and enjoy the Demised Premises and the rights hereby granted during the Term without any lawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
3. That as soon as practicable after construction of the Properties has been completed the Landlord will complete the surfacing of the Accessways and the landscaping of the grounds forming part of the Maintained Property.
4. It will construct the Accessways and Service Installations to the standard required for adoption by the competent authorities (where applicable) and will use all reasonable endeavours to secure their adoption (where applicable) but if (despite the Landlord using all reasonable endeavours) these have not been adopted within 12 months of completion the Landlord shall be entitled to designate that the Accessways or Service Installations or the relevant part thereof are no longer adoptable.
5. At the request of the Tenant for the reasonable protection of the Demised Premises to enforce or assist the Tenant in enforcing any covenants entered into or to be entered into by a tenant of any of the Properties PROVIDED THAT the Tenant shall (if required) indemnify the Landlord against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Landlord may reasonably require.
6. That a lease in similar form to this lease has been granted in the case of each Dwelling (and in respect of any period during which a lease in similar form to this lease shall not for any reason at any time be in force) contribute in respect of each such Dwelling a due proportion of all debts losses liabilities and expenses of the Landlord in accordance with paragraph 1 of Schedule 7 as if the Landlord were the tenant of such Dwelling until such time as the Landlord shall have disposed of his interest in any such Dwelling.
7. To effect and maintain insurance of the Building the Basement Car Park the Leisure Facilities and all other structures comprising the Development at all times against loss or damage caused by any of the Insured Risks with reputable insurers, on fair

and reasonable terms that represent value for money, for the full reinstatement value subject to any exclusions, limitations, conditions or excesses that may be imposed by the Landlord's insurer and insurance being available on reasonable terms in the London insurance market and unless prevented by government or other regulations strikes lockouts and other causes beyond the control of the Landlord causing all monies received by virtue of such insurance to be laid out as soon as reasonably possible in rebuilding and reinstating that part or parts of the Development in respect of which it is received PROVIDED ALWAYS:

- 7.1 This provision is subject as mentioned in paragraph 4 of Schedule 7;
- 7.2 The Landlord shall determine a reputable company or office with which the insurance is to be placed and the sum insured;
- 7.3 The insured amount shall include provision for the cost of demolition and clearance of buildings reinstatement and architects and surveyors and statutory fees;
- 7.4 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 Schedule 6 recoverable from the tenants accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the landlord's insurance policy from time to time; and
- 7.5 The insurance cover shall extend to the Tenant for the time being of the Demised Premises and their mortgagees (if any).

SCHEDULE 10

COVENANTS ON THE PART OF THE LANDLORD FOR MANAGEMENT OF THE DEVELOPMENT

1. To carry out the works and do the acts and things set out in Schedule 6 as appropriate to each type of dwelling PROVIDED THAT:
 - 1.1 The Landlord shall in no way be held responsible for any damage caused by any want of repair to the Maintained Property or defects unless and until notice in writing of any such want of repair or defect has been given to the Landlord and the Landlord has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice.
 - 1.2 Nothing in this covenant shall prejudice the Landlord's right to recover from the Tenant or any other person the amount or value of any loss or damage suffered by or caused to the Landlord or the Maintained Property by the negligence or other wrongful act or default of such person.
 - 1.3 The Landlord shall not be liable for any failure to engage employees and workmen necessary in connection with the Maintained Property if it shall have used all reasonable endeavours to do so.
2. To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in Schedule 6 which may be due from the tenants of any of the Dwellings.
3. The Landlord shall ensure that the reserve fund or funds referred to in Schedule 6 shall be collected by the Landlord for the tenants of the Dwellings and shall only be applied in connection with the matters detailed in Schedule 6.
4. Should the Landlord (in exercise of the rights reserved by this lease) require access to the Demised Premises, it shall give the Tenant at least 48 hours' notice in writing (except in cases of extreme urgency), the Landlord on giving such notice being entitled to carry out the said repairs or works to the Demised Premises but so that the Landlord shall act carefully and reasonably causing as little damage to the Demised Premises as possible and making good all damage caused.
5. To provide the Tenant on demand with a certificate for the purposes of clause 8 provided that the provisions set out in Schedule 8 have been reasonably complied with.

EXECUTED as a deed by)
affixing the common seal of)
ORBIT HOMES (2020))
LIMITED in the presence of:)



4239.

Director

P. Wansa

Director/ Secretary

Li W

SIGNED as a deed on behalf)
of [REDACTED] AND)
[REDACTED])
[REDACTED] in the presence)
of:)

Witness signature

Witness Name

Witness Address

Witness Occupation: