

These are the notes referred to on the following official copy

Title Number [REDACTED]

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21st NOVEMBER 2023

Dated 2023

ORBIT HOUSING ASSOCIATION LIMITED (1)

AND

[REDACTED] (2)

[REDACTED]

AMP

LEASE

Relating to

[REDACTED]

 SHAKESPEAREMARTINEAU

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of Lease	21st November 2023
LR2. Title Number	LR2.1 Landlord title number K404380 LR2.2 other title numbers
LR3. Parties to this Lease	Landlord ORBIT HOUSING ASSOCIATION LIMITED whose registered office is situated at Garden Court, Harry Weston Road, Binley Business Park, Coventry CV3 2SU and are registered with the Homes and Communities Agency and which is a registered society defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 under number 27802R Tenant [REDACTED] of [REDACTED]
LR4. Property	In the case of a conflict between this clauses and the remainder of this lease then, for the purposes of registration, this clause shall prevail [REDACTED]
LR5. Prescribed Statements	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003 The Property are held by the Landlord as an Exempt Charity see also clause 3 in the Lease This lease is made under, or by reference to, provisions of: Not applicable
LR6. Term for which the Property is leased	The term is as follows: 125 years from the Term Commencement Date
LR7. Premium	£102,500.00
LR8. Prohibitions or restrictions	This lease contains a provision that prohibits or restricts

on disposing of this lease	dispositions
LR9. Rights of acquisition	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. None LR9.2 Tenant's covenant to (or offer to) surrender this lease. None LR9.3 Landlord's contractual rights to acquire this lease. 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 See Clause 2 and Schedule 2 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property See Clause 2 and Schedule 3
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form restriction	The parties to this lease apply to enter the following standard form of restriction against the title of the Property: "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 is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number K404380 or its conveyancer or if appropriate signed on such proprietor's behalf by its secretary or conveyancer that the provisions of clause 10.2 of Schedule 4 of the registered lease have been complied with"
LR14. Declaration of trust where there is more than one person comprising the Tenant	N/A

THIS LEASE is made on the date and between the parties stated in the Land Registry Prescribed Clauses

1. DEFINITIONS

1.1 In this Lease and the Schedules hereto the following words and expressions shall where the context so admits or requires be deemed to have the following meanings:

Account Year a year ending on 31 March or such other date as the Landlord may from time to time reasonably designate

Authorised Person the individual nominated by the Landlord to estimate expenditure in relation to the Building Service Provision and in accordance with the provisions of Schedules 7 and 8 respectively

Building means the building within the Estate comprising the Flats of which the Property forms part;

Building Main Structure Means all parts of the Building other than the Property and the Flats including:

- (a) the main structure of the Building including the roof and roof structures, the foundations, the external walls and internal load bearing walls, the structural timbers, the joists, the guttering and the structure of any balconies and terraces (including any balcony or terrace railings or walls);
- (b) all parts of the Building lying below the floor surfaces or above the ceilings;
- (c) all external decorative surfaces of the Building and external doors, door frames and window frames;
- (d) the Communal Areas and Facilities;
- (e) the Parking Spaces;
- (f) the Service Media at the Building which do not exclusively serve either the Property or the Flats; and
- (g) all boundary walls fences and railings of the Building.

Building Services Means the building services as set out in Part 3 of Schedule 8

Communal Areas and Facilities means any communal areas land and facilities within the Estate and Building including but not limited to any accessways, Parking Areas, landscaping and Shared Gardens, communal lighting and all other such amenities which are or may be used or enjoyed by the Tenant and their successors in title of the Property in common with any other person or persons within the Estate;

Enactment: (a) any Act of Parliament; and

- (b) any European Union legislation or decree or other supranational legislation or decree having effect as law in the United Kingdom and references (whether specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Enactment replaced by it or deriving validity from it

Estate	all the land now or formerly comprised in title number K404380
Excepted Rights	the exceptions and reservations contained in Schedule 3
Flats	the flats within the Building numbered 1 to 5 (inclusive) of which the Property forms part
Included Rights	the rights easements and privileges contained in Schedule 2
Insurance Policies	means the insurance policy or policies maintained by the Landlord in respect of the Building, including any relevant parts of the Building Main Structure, and covering damage by Insured Risks, public liability and any other matters as the Landlord may from time to time deem appropriate
Insurance Rent	the cost to the Landlord of effecting and maintaining the Insurance Policies including where relevant the cost of assessing any insured amounts
Insured Risks	fire storm tempest lightning explosion riot civil commotion malicious damage impact flood bursting or overflowing of water tanks burst pipes discharge from sprinklers aircraft and other aerial devices or articles dropped from them (other than war risks) earthquake landslip heave subsidence terrorism and such other risks as the Landlord may from time to time require to be covered or required from time to time by the Council of Mortgage Lenders and the Insured Risks will include damage caused by terrorist activities to the extent that cover against such risks is generally available in the UK insurance market at reasonable commercial rates
Landlord	the party so named in clause LR3 and includes the immediate reversioner to this Lease from time to time
Land Registry Prescribed Clauses	the clauses numbered LR1 to LR14 (inclusive) at the front of this Lease and references to clauses with an "LR" prefix are to be interpreted accordingly
Legal Obligation	any obligation from time to time created by any Enactment or authority which relates to the Property or its use and includes without limitation obligations imposed as a condition of any Necessary Consents

Necessary Consents	any planning permission or agreement pursuant to S106 of the Town and Country Planning Act 1990 or other similar legislation or all other consents licences permissions and approvals whether of a public or private nature which shall be relevant in the context
Outgoings	all existing and future rates, taxes, charges, assessments, impositions and outgoings whatsoever (whether parliamentary or local) which are now or may at any time be payable charged or assessed on the Property or the owner or occupier of the Property
Parking Areas	means the parking areas and spaces forming part of the Communal Areas and Facilities (or any alternative or substitute parking space allocated by the Landlord) pursuant to paragraph 10 of Schedule 2 and shown edged brown on the Plan
Plan	the plan of the Property annexed to this Lease
Premium	the premium stated in LR7
Prescribed Rate	4% per annum over the base rate of National Westminster Bank plc or any successor to the business of that bank subsisting at the date upon which any interest payable under this Lease becomes due
Property	the property referred to in LR4
Reinstatement Cost	the full cost of reinstatement of the Building as reasonably determined by the Landlord from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Building that may be required by law and any VAT on any such costs, fees and expenses
Rent	means a peppercorn per annum (if demanded)
Service Charge	means the Specified Proportion of the Service Provision
Service Charge Covenants	means the service charge covenants set out in Part 1 of Schedule 8
Service Provision	the sum calculated in accordance with Part 2 of Schedule 8
Service Media	all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media and including street lighting now present or installed in the future within the Estate or the Property
Shared Gardens	means the shared gardens forming part of the Communal Areas and Facilities and shown edged green on the Plan
Specified Proportion	a fair and reasonable proportion

Term	the term stated in LR
Term Commencement Date	means the date in LR1

INTERPRETATION

- 1.2 In this Lease the terms defined in clause 1 shall have the meanings specified.
- 1.3 Any obligation on a party to this Lease to do any act includes an obligation to procure that it is done.
- 1.4 Where the Tenant is placed under a restriction in this Lease, the restriction includes the obligation on the Tenant not to permit or allow the infringement of the restriction by any person.
- 1.5 References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- 1.6 Unless the contrary intention appears, references:
- (a) to defined terms are references to the relevant defined term in clause 1;
 - (b) to numbered Clauses and Schedules are references to the relevant Clause in, or Schedule to, this Lease; and
 - (c) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.7 The singular shall include the plural and the masculine shall include the feminine and vice versa.
- 1.8 The expressions "the Landlord" and "the Tenant" shall where applicable and insofar as the law permits include the persons respectively deriving title under or through them.
- 1.9 The expression "the Tenant" shall include all persons who are so designated at the commencement of this Lease and each and all of the covenants obligations and agreements entered into by the Tenant shall be deemed to have been made jointly and severally by all such persons with the Landlord and where applicable the tenants of the Estate as the case may be.
- 1.10 Reference to "the Landlord" also includes any person to whom Orbit Housing Association limited may expressly grant or assign any of the rights reserved by this Lease or the covenants restrictions stipulations and conditions contained in this Lease.
- 1.11 References to the Property include the whole and every part of the Property and references to the Estate include the whole and every part of the Estate.

2. GRANT

- 2.1 The Landlord with full title guarantee but subject to clause 2.4 of this Lease hereby demises to the Tenant the Property for the Term
- 2.2 The demise is made together with the Included Rights, excepting and reserving the Excepted Rights
- 2.3 The demise 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 without deduction or withholding (save as authorised or required by law):
- (a) the Rent to be paid in advance by yearly payments on the 1st January in every year of the Term (or at such shorter intervals as the Landlord may specify within the Term) the first proportionate payment thereof in respect of the period from the date hereof up to the date for payment of rent next following to be made on the execution hereof provided that at no time shall the Tenant be required to pay a rent which would under legislation

restricting or controlling rents prohibit the charging of a premium on the grant of a lease or on an assignment thereof and in such case the rent reserved by this Lease shall only be payable to the extent that it would be one pound below the limit imposed by this proviso; and

- (b) the Service Charge in accordance with the terms of this Lease;
 - (c) the Insurance Rent in accordance with the terms of this lease;
 - (d) the Outgoings;
 - (e) all interest payable under this lease; and
 - (f) all other sums due under this Lease.
- 2.4 The covenants implied by virtue of the Law of Property (Miscellaneous Provisions) Act 1994 in this demise shall be modified or varied as follows:
- (a) the covenant contained in section 3(1) thereof does not extend to any charge encumbrance or other right which the Landlord does not know about;
 - (b) the covenants contained in section 2(1)(b) thereof are varied by the deletion of the words "at his own cost" and the substitution of the words "at the cost of the person requiring compliance with this covenant";
 - (c) for the purpose of section 6(2)(a) thereof all matters now recorded in the registers open to public inspection are to be considered within the actual knowledge of the Tenant.
- 2.5 The Tenant HEREBY COVENANTS with the Landlord so as to bind successors in title and each and every part of the Property to observe and perform the covenants in Schedule 5.
- 2.6 The Landlord HEREBY COVENANTS with the Tenant so as to bind itself and its successors in title the persons for the time being entitled to the reversion of the Building immediately expectant upon the determination of this Lease but not so as to bind itself after it shall have parted with such reversion or to incur further liability thereafter to observe and perform the obligations set out in Schedule 5.
- 2.7 For the benefit and protection of the land comprised within the Estate (other than the Property) and each and every part of it and (so far as may be) so as to bind the Property into whosoever hands the same may come the Tenant covenants with the Landlord (subject to the right of the Landlord to withdraw vary release or abandon covenants restrictions stipulations and conditions) and as a separate covenant with every other person who is now the owner of any part of the Estate that the Tenant will observe and perform the covenants restrictions and stipulations set out in Schedule 7 but not so as to render the Tenant personally liable in damages for any breach of a restrictive covenant after he shall have parted with all interest in the Property.
- 2.8 The Landlord and the Tenant agree and declare in the terms detailed in Schedule 6.
3. The Property is held by the Landlord, an exempt charity.

This lease has been executed by the parties as a deed but is not delivered until the date stated in clause LR1.

**SCHEDULE 1
THE PROPERTY**

- 1 The property stated in Clause LR4 comprising the flat located on the first floor or the Building shown edged red on Plan 1
- 2 The Property includes:
 - (a) the internal plaster, plasterboard and surface finishes of all walls;
 - (b) the whole of any internal, non-load bearing walls that are entirely within the Property;
 - (c) the inner half (severed medially) of the non-load bearing walls dividing the Property from any other parts of the Building;
 - (d) the concrete floor screed above the joists or other structural floor supports supporting it;
 - (e) the ceiling plaster, plasterboard or other ceiling surface below the joists or other structural ceiling supports supporting them;
 - (f) the doors and windows and their frames, fittings and glass;
 - (g) all Service Media exclusively serving the Property;
 - (h) all Landlord's fixtures and fittings in the Property; and
 - (i) all additions and improvements to the Property.
- 3 The Property shall not include any of the Building Main Structure

SCHEDULE 2 (THE INCLUDED RIGHTS)

The rights for the Tenant and all persons authorised by them (in common with all other persons having a similar right):

- 1 of way with or without vehicles over any roadways comprised within the Communal Areas and Facilities which serve the Property and on foot only over any footpaths within the Communal Areas and Facilities which serve the Property
- 2 to enter upon any part of the Estate as may be reasonably necessary for the protection of the Property and to enable the Tenant to comply with his obligations hereunder or to read any meters situated in any part of the Estate which serve the Property PROVIDED ALWAYS that the Tenant shall (except in emergency) before exercising such right in respect of any part of the Estate give reasonable prior notice in writing to the occupier of such part of the Estate specifying the purpose for which entry is required and the Tenant shall cause as little damage as possible and forthwith make good all damage to the Estate occasioned by such entry or any works consequent thereon
- 3 of passage of foul drainage and surface water through any Service Media serving the Building
- 4 of entry onto the remaining parts of the Building (including the Flats) as are necessary for the proper performance of the Tenant's obligations under this Lease
- 5 of support shelter and protection for the Property from the Building and the other parts of the Estate
- 6 of retaining in place any buildings or other structures which form part of the Property or the Building which have been constructed by the Landlord and which protrude in the Estate
- 7 of any entry upon the Estate at all reasonable times (and at any time in an emergency) for the purposes of inspecting maintaining repairing and renewing the Property the Service Media and any fence or other boundary structure
- 8 of passage of air through any ventilators or flues in the walls of any buildings on the Property
- 9 the benefit of the rights set out in the title referred to in LR1
- 10 A right to park a private motor vehicle or motor cycle or light van not exceeding 250 kg gross laden weight such vehicle to be taxed and in a roadworthy condition subject to the right of the Landlord in the Parking Areas to vary the location of the same within the Estate during the Term and to the temporary interruption of this right during periods of repair and maintenance and in carrying out any works by the Landlord and further to the covenant contained in paragraph 4 of Schedule 7
- 11 The right in common with the Landlord and owners and occupiers of all other Flats and all others having the like right for the Tenant and all other persons coming to or leaving the Property to use for the purpose only of access to and egress from the Property over the Parking Areas subject to such regulations for the common enjoyment thereof as the Landlord may from time to time prescribe.
- 12 The right for the Tenant and all other lawful occupants of the Property (in common as aforesaid) to use the Shared Gardens and other communal amenity areas (if any) as may from time to time subsist subject to compliance with all regulations laid down by the Landlord in respect thereof

**SCHEDULE 3
(THE EXCEPTED RIGHTS)**

- 1 All rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property and charges registers of the Title Number referred to at clause LR2.1
- 2 The easements rights and privileges over and along through and in respect of the Property for the Landlord or its successors in title and the persons deriving title under it or anybody authorised by it (in common with all other persons now entitled or hereafter to become entitled to use the same) equivalent to those set out in Schedule 4
- 3 The right with or without agents and workmen at all reasonable times upon reasonable prior notice (except in emergency) to enter the Property for the purpose of carrying out the obligations of the Landlord contained in this Lease the person exercising such right causing as little damage as possible and making good all damage to the Property occasioned by such entry or any works consequent thereon
- 4 Without prejudice to paragraph 2 of this Schedule 3 the right at any time or times to rebuild reconstruct modify or alter the layout of the Estate (except the Building) or any building adjoining or adjacent to the same or to erect a new building or buildings on any part of the Estate so adjoining or so adjacent to such height elevation extent or otherwise as may be thought fit and so that the access of light and air to the Property shall until interrupted be deemed to be enjoyed by virtue of these presents which shall be deemed to constitute a consent or agreement in writing for that purpose within the meaning of Section 3 of the Prescription Act 1832 so that the enjoyment thereof shall not nor shall these presents prevent any such rebuilding alteration or erection as aforesaid and provided that any such works of construction demolition or alteration are carried out with due regard to modern standards and methods of building and workmanship and provided all damage to the Property is made good the Tenant shall permit such works to continue without interference or objection
- 5 The right for the Landlord and all persons authorised by the Landlord:-
 - (a) to construct any buildings or other structures on the Estate to the boundaries of the Property (including the right to erect temporary scaffolding on the Property) such that the eaves gutters downspouts foundations or other similar protrusions may protrude onto the Property
 - (b) of entry upon the Property for the exercise of the above rights
- 6 The right for the Landlord or its successors in title and all persons authorised by any of them to enter the Property:
 - 6.1 to comply with any Legal Obligation on the Landlord or its successors in title or
 - 6.2 to comply with the Landlord's obligations under this Lease or
- 7 The right of passage of air through any ventilators or flues which are now or at any time in the future may be constructed in the walls of any buildings erected on any adjoining land comprised in the Estate and rights of light and air to any windows which are now or at any time in the future may be constructed in the walls of any buildings erected on any adjoining land and the right to open the same
- 8 Notwithstanding anything contained in this Lease the Landlord shall have the power without obtaining any consent from or making any compensation to the Tenant to deal as the Landlord may think fit with any other land, buildings or premises adjoining or near to the Property and to erect, rebuild or heighten on such other land or premises any buildings whether such buildings shall or shall not affect diminish the light or air which is now or at any time in the future may be enjoyed by the Tenant or other occupiers of the Property
- 9 The right to grant to others similar rights to those hereby granted

- 10 The right for the Landlord to form a management company to be limited by guarantee or to have a share capital as the Landlord shall consider appropriate for the purpose of transferring to it, or granting to it a lease of, the Estate and/or the Building Main Structure subject to this demise to enable the management company to carry out the covenants and obligations on the part of the Landlord hereto PROVIDED ALWAYS that in the event of the formation of a management company the Landlord shall require the Tenant to become a member thereof and to abide by the memorandum and articles of association relating thereto

SCHEDULE 4
TENANT'S COVENANTS WITH THE LANDLORD

The Tenant covenants to the intent and so that this covenant binds the Property and whoever owns it for himself and his successors in title with the Landlord to observe and perform the covenants below:

1 PAYMENT OF RENT, RATES AND TAXES:

To pay the Rent at the time and in the manner provided in this Lease all such sums to be payable by banker's standing order if so required by the Landlord and also to pay and discharge all Outgoings which are now or may during the Term be payable in respect of the Property.

2 REPAIR:

To keep the Property with all erections and improvements now or later made in a good state of repair and condition (including inspection testing maintaining altering and renewing where necessary) and upon determination of this Lease (howsoever it occurs) the Tenant shall yield up the Property to the Landlord in a state of repair condition and decoration which is consistent with the proper performance of the Tenant's covenants under this Lease.

3 INSPECTION:

To allow the Landlord and its agents with or without workmen and others to enter upon the Property and all other buildings and erections for the time being erected thereon at least twice a year to examine the condition thereof and thereupon the Landlord may serve a notice in writing upon the Tenant specifying any repairs to be carried out and requiring the Tenant forthwith to execute the same and if the Tenant shall not within 21 days after the service of such notice execute such repairs then to allow the Landlord to enter upon the Property and all other buildings and erections for the time being erected to execute the repairs and the cost thereof shall be a debt from the Tenant to the Landlord forthwith recoverable by action.

4 PAINT:

In every fifth year of the Term and in the period of the three months preceding the end of the Term to paint with two coats of good quality paint and/or to paper and otherwise treat in a good and workmanlike manner all the Flat comprised within the Property previously or usually papered painted or otherwise treated.

5 INSURANCE:

5.1 To pay to the Landlord on demand:

- (a) the Insurance Rent attributable to the Property;
- (b) the cost of any additional premiums 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;
- (c) a fair and reasonable proportion determined by the Landlord or any amount that is deducted or disallowed by the landlord's insurer pursuant to any excess provision in the Insurance Policies following the occurrence of an Insured Risk; and
- (d) an amount equal to any insurance money that the insurers of the Building, or of any parts of the Building Main Structure, refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them.

5.2 To give the Landlord notice immediately that

- (a) any matter occurs in relation to the Tenant or the Building that any insurer or Underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Building;
 - (b) any damage or loss occurs that relates to the Building and arises from an Insured Risk; and
 - (c) any other event occurs which might affect any Insurance Policies.
- 5.3 Not to insure the Building or the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.
- 5.4 Not to do anything which may cause any Insurance Policies to become void or voidable or which may cause an increased premium to be payable in respect of it (unless the Tenant has previously notified the Landlord and has paid any increased premium).
- 5.5 To comply with the requirements and recommendations of the insurers relating to the Property and the exercise by the Tenant of the Rights.

6 BUILDING SERVICE CHARGE

The Tenant covenants with the Landlord to pay the Service Charge in accordance with the provisions of Schedule 8.

7 PARTY SERVICES AND STRUCTURES:

- 7.1 To keep in good condition and repair such Service Media (if any) as are within the Property which serve the Property and other property within the Estate.
 - 7.2 To pay a fair proportion of the cost of inspecting repairing maintaining renewing and (where applicable) cleaning the Service Media which are not within the boundaries of the Property but which exclusively serve the Property.
 - 7.3 To join with the registered proprietors for the time being of the premises adjoining the Property in repairing maintaining and if necessary renewing any Party Boundaries (if any) and to pay a proportionate part of the cost of any such works.
- 8 Not to deposit rubbish or refuse on the Property the Building or the Estate or any part thereof except in bins or other receptacles normally used for the deposit of rubbish or refuse the same to be kept in a good and sanitary condition.

9 COSTS/EXPENSES:

- 9.1 The Tenant shall pay the reasonable costs and fees (including Value Added Tax thereof) of the Landlord (including the Landlord's reasonable administration expenses) for every application for consent or approval required pursuant to this Lease whether it is granted refused offered subject to any qualification or withdrawn.
- 9.2 To pay to the Landlord on an indemnity basis all costs and other expenses properly incurred by it in relation to:
 - (a) the recovery of arrears of Rent or arrears of other sums due from the Tenant;
 - (b) any steps taken in connection with the preparation and service of a schedule of dilapidations during or after the expiry of the Term;
 - (c) professional advice obtained by the Landlord following an application by the Tenant for a consent under this Lease; or

- (d) any costs which may be incurred by the Landlord in the contemplation of or incidental to the preparation and service of a notice under Section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court.

10 ALIENATION:

- 10.1 Not to assign transfer underlet or part with possession of part only of the Property (as distinct from the whole) in any way whatsoever.
- 10.2 Not to assign the whole of this lease unless the Tenant contemporaneously with such assignment has:
- (a) paid to the Landlord any Rent, the Service Charge or other sums payable under this lease which have fallen due before the date of assignment; and
 - (b) obtained the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed subject to compliance with the provisions of this lease) and
 - (c) provided 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;
- 10.3 Not to underlet the whole of the Property unless:
- (a) 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;
 - (b) the underlease contains covenants substantially the same as those contained in Schedule 4; and
 - (c) the underlease provides that the undertenant must not do anything that would or might cause the Tenant to be in breach of the covenants on the part of the Tenant contained in this Lease.
- 10.4 During the last seven years of the Term not to assign transfer underlet or part with the possession or occupation of the Property without the prior written consent of the Landlord (not to be unreasonably withheld).

11 NOTICE OF DEVOLUTION:

Upon every underletting of the Property and upon every assignment transfer or charge thereof and upon the grant of probate or letters of administration affecting the Term and upon the devolution of the Term under any assent or other instrument or otherwise howsoever or by any Order of the Court within 10 days thereafter to give to the Landlord or to its respective solicitors for the time being notice in writing of such underletting assignment transfer charge grant assent or Order with full particulars thereof and to produce to the Landlord or its solicitors or nominated agents a certified copy of every such document as aforesaid and to pay to the Landlord a reasonable fee for the registration of the said notice (not being less than £75 each) plus any Value Added Tax or similar tax payable thereon at the rate for the time being in force.

12 LEGISLATION:

- 12.1 To do all such works as any Legal Obligation may direct or require to be done on or in respect of the Property (whether by landlord tenant or occupier) and not to do or permit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep the Landlord or its successors in title indemnified against all claims demands and liability thereof arising thereon.

- 12.2 Without prejudice to the other covenants in this Lease contained not to do or permit to be done any act matter or thing on or in respect of the Property which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing the same and to keep the landlord or its successors in title indemnified against all claims demands and liabilities in respect thereof.

13 NOTICES:

Within seven days of the receipt of notice of the same to give full particulars to the landlord of any permission notice order or proposal for a notice or order relating to the Estate or the Property made given or issued to the Tenant by a government department local or public authority under or by virtue of any statutory powers or otherwise and if so required by the Landlord to produce such permission notice order or proposal for a notice or order to the Landlord AND ALSO without delay to defray all expense arising from the same insofar as the same relates to the Property.

14 INTEREST:

If the Rent or any part of any such sum or any other sum payable by the Tenant to the Landlord pursuant to the provisions of this Lease shall not have been paid within fourteen days from the date whereon payment of the same was due whether demanded or not then the Tenant shall pay to the Landlord interest upon such Rent or other sum at the Prescribed Rate until the said Rent or other sum shall have been paid. Interest payable by the Tenant pursuant to this sub-clause shall be calculated from day to day.

15 REGULATIONS:

To observe such reasonable restrictions or regulations consistent with the terms of this Lease of Which the Landlord may give notice in writing from time to time to the Tenant.

16 INDEMNITY COVENANT:

To observe and perform the agreements covenants restrictions stipulations and other matters contained or referred to in the title registered under the title number specified in LR2.1 in so far as they relate to the Property and indemnify and keep indemnified the Landlord and its successors in title from and against all actions costs claims and demands whatsoever in respect of any future breach or non-observance thereof.

**SCHEDULE 5
(LANDLORD'S COVENANTS)**

1 QUIET ENJOYMENT

To allow the Tenant (subject to compliance with its obligations under this Lease) to hold and enjoy the Property throughout the Term without interruption by the Landlord.

2 UNIFORMITY

To procure that the leases of the other Flats shall contain covenants on the part of the tenant similar in all materials respects to those contained in this Lease

3 PROVISION OF SERVICES

Subject to paragraph 4 of this Schedule and to payment of the Rent the Service Charge and all other sums payable under this Lease, the Landlord covenants to:

- 3.1 provide the Building Services in accordance with Part 3 of Schedule 8;

4 INTERRUPTION AND VARIATION OF SERVICES

The Landlord shall not be liable to the Tenant for any failure in or interruption of the Building Services not attributable to its neglect or default.

The Landlord may add to, diminish, modify or alter any Building Services if such addition, diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interests of good estate management or for the benefit of the occupiers of the Flats.

5 INSURANCE

- 5.1 To effect and maintain insurance of the Building and where applicable any such parts of the Building Main Structure as Landlord may from time to time deem appropriate 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 an amount not less than the Reinstatement Cost subject to:

- (a) any exclusions, limitations, conditions or excesses that may be imposed by the Landlord's insurer; and
- (b) insurance being available on reasonable terms in the London insurance market

- 5.2 To effect and maintain insurance against the Landlord's liabilities in respect of property owner's and third party risks in relation to the Building and any such parts of the Building Main Structure which Landlord may from time to time deem appropriate, in such sum as the Landlord shall reasonably require and (if the Landlord so requires) to effect and maintain insurance for loss of the Rent and any Service Charge for such period (being not less than 3 years) as may reasonably be required by the Landlord from time to time having regard to the likely period required for reinstatement.

- 5.3 In relation to any insurance effected by the Landlord under this clause, the Landlord shall:

- (a) at the request of the Tenant supply the Tenant with:
 - (i) a copy of the insurance policy and schedule; and
 - (ii) a copy of the receipt for the current year's premium;
- (b) notify the Tenant of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord has become aware of the change; and

- (c) procure that the interest of the Tenant and its mortgagees are noted on the insurance policy either by way of a general noting of tenants' and mortgagees' interests under the conditions of the insurance policy or (provided that the Landlord has been notified of any assignment to the Tenant pursuant to paragraph 12 of Schedule 4) specifically.

6 REBUILD FOLLOWING DAMAGE OR DESTRUCTION

If the Building or any part of it is damaged or destroyed by an insured Risk, the Landlord shall:

- (a) promptly make a claim under the insurance policy for the Building;
- (b) notify the Tenant immediately if the Landlord's insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy, and, where appropriate, pursue any of the tenants of the Flats in respect of any monies that the insurers of the Building refuse to pay by reason of any act or omission of the tenants of the Flats or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them;
- (c) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild the Building;
- (d) subject to obtaining such consents, use any insurance money received (other than for loss of Rent and any Service Charge) and any money received from the Tenant under paragraph 5.1(c) of Schedule 4 promptly to repair the damage in respect of which the money was received or (as the case may be) to rebuild the Building; and
- (e) subject to obtaining such consents, provide premises or facilities equivalent in size, quality and layout to those previously at the Building but if the relevant consents cannot be obtained for premises or facilities equivalent in size, quality and layout to those previously at the Building to provide premises and facilities that are reasonably equivalent to those previously at the Building.

7 PROVISOS FOR RE-ENTRY

It is hereby agreed and declared:

7.1 Paragraph 1.3 of Schedule 6 does not affect any right of action or remedy of the Landlord of any earlier breach of any of the Tenant's covenants or the conditions contained on this Lease provided that (without prejudice to the Landlord's rights under this Lease)

- (a) The Landlord shall give notice to any mortgagee of the Tenant of whom the Landlord has received notice pursuant to clause [] (as the case may be) before commencing any proceedings for forfeiture of this Lease or proceeding for possession of the Property; and
- (b) if within a period of 28 days (or such other period specified in the Landlord's notice as the notice period, if longer) the mortgagee of the Tenant of whom the Landlord has received notice (as the case may be) indicates in writing to the Landlord that it wishes to remedy such breach, and/or is going to take such action as may be necessary to resolve the problem complained of by the Landlord, the Landlord shall allow 28 days (or such longer time as may be reasonable in view of the nature and extent of the breach) to remedy such breach and take action necessary to resolve such problem

SCHEDULE 6
(PROVISIONS AGREED BETWEEN THE LANDLORD AND THE TENANT)

It is hereby agreed and declared:

1

- 1.1 Any notice in writing certificate or other documents required or authorised to be given or served hereunder to the Tenant shall be sufficient although only addressed to the Tenant without his name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Tenant or affixed or left on the Property
- 1.2 Any such notice in writing certificate or other documents as aforesaid shall also be sufficiently given or served if it is sent by ordinary post or prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered
- 1.3 That if the Rent or other sums reserved or any part of them should be unpaid for 21 days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Tenant shall not be performed or observed then and in any such case it should be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's covenants or the conditions herein contained PROVIDED THAT if:
- (a) at any time an event occurs which gives rise to a right of re-entry in accordance with the above provisions ("Relevant Event"); and
 - (b) at the date of occurrence of the Relevant Event ("Relevant Date") there is subsisting any mortgage or charge over or affecting the Tenant's interest in the whole of the Property ("the Charge"); and
 - (c) on or before the Relevant Date the Landlord or its solicitors have received written notification (expressed to be given for the purposes of this proviso) of the name of the person entitled to the benefit of the charge ("the Chargee") and of the address for service of the Chargee for the purpose of this proviso ("Address for Service")
 - (d) then unless the Landlord has first given to the Chargee at its Address for Service not less than 14 days' notice of its intention to do so the Landlord shall not be entitled to exercise any right of re-entry in respect of the Relevant Event nor shall the Landlord exercise such right until the expiry of such notice but so that this proviso shall not affect or restrict in any way:
 - (e) the Landlord's right on or any time after the expiry of such notice to re-enter in respect of the Relevant Event without further notice to the Chargee; or
 - (f) the exercise by the Landlord at any time and without notice to the Chargee of any right or remedy which the Landlord may have in respect of the Relevant Event; or
 - (g) any right of the Chargee in respect of any re-entry by the Landlord in respect of the Relevant Event.

2

2.1 If:

- (a) the Building is damaged or destroyed by an Insured Risk;

- (b) the Property is wholly or partly unfit for occupation and use and/or or Communal Areas and Facilities are damaged or destroyed so as to make the Property inaccessible or unusable; and
 - (c) the payment of the insurance monies is not wholly or partly refused because of any act or omission of the Tenant or any undertenant or their respective workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them,
 - (d) then payment of the Rent and Service Charge, or a fair proportion of them according to the nature and extent of the damage, shall be suspended until the Building has been reinstated so as to make the Property fit for occupation and use and/or Communal Areas and Facilities (as appropriate) accessible and usable.
- 2.2 If for any reason the repair, rebuilding or reinstatement of the Building shall be impossible following damage or destruction by any of the Insured Risks:
- (a) the Landlord's obligation to rebuild or reinstate the Building contained in paragraph 6 of Schedule 5 shall be deemed to have been discharged;
 - (b) the Landlord shall hold all proceeds of the insurance policy of the Building on trust for the Landlord, the Tenant, the tenants of the other Flats and any other person with an interest in the Building in proportion to their respective interests in the Building at the time of damage or destruction, as agreed in writing between the Landlord, the Tenant, any such other persons and the tenants of the other Flats or failing agreement as determined pursuant to paragraph 2.3; and
 - (c) the Landlord shall pay such sum due to the Tenant within three months of agreement or on determination pursuant to paragraph 2.3.
- 2.3 Any dispute arising regarding this paragraph 2 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.
- 3
- 3.1 The Included Rights and the Excepted Rights are not exercisable over the site of any electricity substation, gas governor site or water pumping station and are subject to the persons exercising the same:-
- (a) as to the rights of entry:-
 - (b) giving reasonable notice;
 - (c) causing as little damage as possible;
 - (d) making good any damage caused to the reasonable satisfaction of any person affected;
- 3.2 as to the rights to use Service Media paying a fair proportion of any expense necessarily incurred in inspecting maintaining repairing and renewing them.
- 4 Every internal wall which does not form part of the Building Main Structure and which separates the Property from any other part of the Building shall be a party wall severed medially.
- 5 The Tenant shall not by implication prescription or otherwise become entitled to any right of light or air or otherwise (except as expressly granted by this Lease) which would restrict or interfere with the free use of the Estate and any adjoining or neighbouring land of the Landlord for building or for any other purposes.

- 6 The Landlord may modify waive or release any restriction at any time imposed on any part of the Estate or any adjoining or neighbouring land and the Landlord shall not be bound by any plotting or development scheme relating to the Estate and may at any time modify vary or abandon any such scheme and may sell any other part of the Estate subject to such rights declarations and covenants as it considers appropriate.
- 7 Unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to enforce any terms of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act.
- 8 The Landlord shall not be liable to the Tenant in respect of any breaches of any of the restrictions contained in any transfers or leases of any other part of the Estate and nothing in this Lease shall render the Landlord liable to enforce the same
- 9 Section 62 of the Law of Property Act 1925 and the rule in "Wheeldon v Burrows" do not apply to this Lease and no legal or other rights are granted over the Estate for the benefit of the Property by this Lease except for those expressly granted by this Lease.
- 10 The Landlord and the Tenant apply to the Land Registrar for the benefit of the Included Rights to be noted on the title number of the Property.
- 11 The Landlord and the Tenant apply to the Land Registrar for the benefit of the Excepted Rights to be noted on the title number specified in LR2.
- 12 This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.
- 13 The provisions of Section 6 of the Party Wall etc. Act 1996 shall not need to be observed by the Landlord before it carried out any works after today's date in connection with the construction of any dwelling or ancillary building or the carrying out of any other works on any land adjoining or adjacent to the Property to the intent that the rights reserved in this Lease to the Landlord shall override the said Act and such rights can be enjoyed without serving notice and going through the procedures in the said Act.
- 14 The Landlord shall not be liable to the Tenant for any loss or damage suffered by the Landlord or any costs incurred as a result of the Tenant's failure to register this Lease or any rights granted under it at the Land Registry.
- 15 At the end of the Term (however that occurs) the Tenant shall immediately apply to the Land Registry for the title to this Lease to be closed and all entries in respect of it removed from the register.

SCHEDULE 7 (RESTRICTIVE COVENANTS BY THE TENANT)

- 1 Not to use the Property for any purpose other than as a private dwelling and (without prejudice to the generality of the foregoing) not to carry on any trade or manufacture on the Property nor permit the Property to be used for any purpose from which a nuisance can arise to the owners tenants or occupiers of the other dwellings
- 2 Not to hold on any part of the Property any sale by auction nor use or permit or suffer the Property to be used for any illegal immoral or improper purpose and not to permit or suffer on the Property any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Landlord or to the owners or occupiers of other parts of the Estate 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
- 3 Not to obstruct any accessways Parking Areas or Shared Gardens forming part of the Estate or the Building
- 4
 - 4.1 Not to park any commercial vehicle caravan mobile home camper trailer or boat on the Parking Areas
 - 4.2 Not to park on or obstruct or to deposit anything on the Communal Areas and Facilities in such a manner as to obstruct the parking of vehicles by other owners or visitors of the Estate or Building and not to allow any occupier or visitor of the Property to infringe this covenant except that vehicles delivering or collecting goods may be parked on the roads forming part of the Estate temporarily
 - 4.3 Not to carry out on a commercial basis any vehicle maintenance on any part of the Estate or the Communal Areas and Facilities but this shall not preclude the carrying out of minor repairs to the Tenant's own private vehicles
- 5 Not to cut maim or injure nor to make any breach in any part of the structure of the Building nor without the previous consent in writing of the Landlord or its or their agents to make any alteration whatsoever to the plan design or elevation of the Property or any other part of the Building including the windows nor to open up any floors walls or ceilings (save in case of emergency) for the purpose of altering repairing or renewing any Service Media nor to alter any of the Landlord's fixtures fittings or appliances in the Property and not to commit or allow any waste or spoil on or about the Property. On making application for any such consent as aforesaid to submit to the Landlord or its or their agents any plans block plans elevations or specifications reasonably required and to pay the Landlord's management legal and surveyors' fees (and the value added tax thereon) in connection with such application and to carry out any work authorised in accordance with the approved details
- 6 Not to interfere with nor obstruct any employee of the Landlord in the performance of the duties from time to time imposed upon him by the Landlord and not to carry out any work of decoration repair maintenance or otherwise upon the exterior of the Building
- 7 Not to use the Building Common Parts or any other part of the Estate or the Estate for the drying of washing and not to hang washing from the windows of the Property
- 8 Not to keep any animals (including for the avoidance of doubt pets) in any part of the Property without the prior written consent of the Landlord (whose decision shall be at its sole or their discretion as the case may be and shall be final and binding) and which consent may include any or all of the following conditions:
 - 8.1 the consent is personal to the specified pet and non-transferable

- 8.2 all or any pets to be kept on a permanent or temporary basis at the Property and/or any visitors' pet or pets must be under the control of the owners at all times in all parts of the Estate
- 8.3 only normal domesticated animals may be kept at the Property
- 8.4 all pets must be exercised away from the Building and
- 8.5 the Tenant shall ensure that any fouling by the Tenant's pets or any of their visitors' pets will be removed immediately
- subject to such consent being withdrawn by the Landlord in the event of such authorised pet causing nuisance or annoyance
- 9 Not to carry out nor allow to be carried out on a professional basis any vehicle maintenance on any part of the Property or the Estate
- 10 Not to bring into the Property any article which will impose an excessive load on any part of the floor surface of the Building or any article which is likely to cause harm to the occupants of the Building
- 11 Not to fix anything on the outside of the Property (whether inside or outside the Building) and without prejudice to the generality of the foregoing this prohibition includes window boxes and notices of any kind
- 12 Not to do or permit or suffer on or to the Property or the Estate any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Landlord or the owners of occupiers of any other dwelling or any neighbouring property or which may tend to lessen or depreciate the value of any land or property in the neighbourhood
- 13 Not to:
- 13.1 do or permit to be done anything which may cause obstruction in or interference with any of the Service Media within the Building; or
- 13.2 allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may cause an obstruction in or injure the Service Media and in the event of any such obstruction or injury forthwith to make good such damage to the satisfaction of the Landlord
- 14 Not to erect any external aerial or satellite dish or similar apparatus or installation for the reception or transmission of radio, television and satellite television signals or waves on any part of the Building
- 15 Not to carry out or permit to be carried out any activity in the Building or the Estate that in the opinion of the Landlord (whose decision shall be final as to questions of fact) constitutes anti-social behaviour
- 16 Not to exhibit any advertisement nameplates signs placard or notice of any kind upon the Property except nameplates and house numbers of a reasonable size and notices relating to the sale or letting of the Property

SCHEDULE 8

PART 1 THE SERVICE CHARGE COVENANTS

- 1 To pay the Service Charge during the Term by equal payments in advance at the same time and in the same manner in which the Rent is payable under this Lease provided always that all sums paid to the Landlord in respect of that part of the Building Services as relate to the reserve referred to in paragraph 2.1 shall be held by the Landlord in trust for the Tenant until applied towards the matters referred to in Part 3 of this Schedule 10 and all such sums shall only be so applied. Any interest on or income of the sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the reserve.

PART 2 THE SERVICE CHARGE

- 1 The Service Provision in respect of any Account Year shall be calculated before the beginning of the Account Year and shall be calculated in accordance with paragraph 2.
- 2 The Service Provision shall consist of a sum comprising the expenditure estimated by the Authorised Person as likely to be incurred in the Account Year by the Landlord for the matters specified in Part 3 of this Schedule 8 together with:
 - 2.1 an appropriate amount as a reserve for or towards such of the matters specified in Part 3 of this Schedule 8 as are likely to give rise to expenditure after such Account 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 including (without limitation) such matters as the decoration of the interior and exterior of any relevant parts of the Building Main Structure as appropriate (the said amount to be calculated in a manner which will ensure as far as is reasonably possible that the Service Provision shall not fluctuate unduly from year to year); but
 - 2.2 reduced by any unexpended reserve already made pursuant to paragraph 2.1 above
- 3 The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair, management, maintenance, improvement and provision of services as applicable for the Building Main Structure and shall include (without prejudice to the generality of the foregoing):
 - (a) the costs of and incidental to the performance of the Landlord's covenants contained in Part 3 of this Schedule 8 including the cost of the relevant excess (if any) on any claim under the insurance policy effected in accordance with paragraph 5 of Schedule 5 in the event of damage to the Building by an Insured Risk and the cost incurred by the Landlord in connection with the maintenance, repair and renewal of any party walls, services and other matters enjoyed from time to time by the Building in common with the adjoining owners and occupiers;
 - (b) the costs of and incidental to compliance by the Landlord with every notice, regulation or order of any competent local or other authority in respect of the Building Main Structure (which shall include compliance with all relevant statutory requirements);
 - (c) all reasonable fees, charges and expenses payable to the Authorised Person, any solicitor, accountant, surveyor, valuer, architect or other person whom the Landlord may from time to time reasonably employ in connection with the management or maintenance of the Estate, Building and Building Main Structure as applicable including the computation and collection of rent (but not including fees, charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the Service Charge and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for the Landlord for such work;

- (d) any Outgoings assessed, charged, imposed or payable on or in respect of the whole of the Building or in the whole or any part of the Communal Areas and Facilities;
 - (e) any insurance cover the Landlord may effect in relation to the Building including any relevant parts of the Building Main Structure;
 - (f) any interest paid or any money borrowed by the Landlord to repay any expenses incurred in connection with the repair, management, maintenance and provision of services; and
 - (g) any administrative charges incurred by or on behalf of the Landlord including but not limited to:
 - (i) the grant of approvals under this Lease or applications for such approvals;
 - (ii) the provision of information or documents by or on behalf of the Landlord;
 - (iii) costs arising from non-payment of a sum due to the Landlord; and/or
 - (iv) costs arising in connection with a breach (or alleged breach) of this Lease.
- 3.1 As soon as practicable after the end of each Account Year the Landlord shall determine and certify the amount by which the estimate referred to in paragraph 2 above shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Tenant with a copy of the certificate and the Tenant shall be allowed or (as the case may be) shall pay forthwith upon receipt of the certificate the Specified Proportion of the excess or the deficiency (if any) and if there shall be any excess this may be applied by the Landlord towards the Tenant's Service Charge for the following year.
- 3.2 The Landlord will for the period that any Flats in the Building are not let on terms making the tenant liable to pay a service charge corresponding to the Service Charge payable under this Lease provide in respect of all such Flats a sum equal to the total that would be payable by the tenants of such Flats by way of contribution to the reserve referred to in paragraph 2.1 and the said reserve shall be calculated accordingly.
- 3.3 If in the reasonable opinion of the Authorised Person it shall at any time be necessary or equitable to do so the Landlord may increase or vary the Specified Proportion

PART 3 THE BUILDING SERVICES

- 1 To provide the following services for the benefit of all the Flats:
- 1.1 the repair inspection testing maintenance or altering of (but not where such alteration is a requirement of or is designed to facilitate any other tenant of the Building) or replacing updating reinstating rebuilding or renewing (where beyond reasonable economical repair) any part of the Building Main Structure
 - 1.2 the decoration of the appropriate interior and exterior parts of the Building Main Structure as the Landlord deems necessary
 - 1.3 the cleaning of the appropriate exterior and interior parts of the Building Main Structure as the Landlord deems necessary
 - 1.4 the provision of lighting (including security lighting) to the appropriate parts of the Building Main Structure (when required)

- 1.5 the provision, maintenance and replacement of such plant and equipment and Service Media as the Landlord reasonably considers appropriate to the Building Main Structure including the clearance of drains
- 1.6 the provision maintenance and replacement of any common plant and equipment and Service Media
- 1.7 the provision and operation of a security observation system and/or other security equipment and/or access control as the Landlord reasonably considers appropriate for the Building Main Structure
- 1.8 the provision and of such fire prevention fire fighting and fire alarm and detection equipment and signs as may be required by any Authority or Enactment or by the insurer in respect of any appropriate parts of the Building Main Structure
- 1.9 conforming with all health and safety requirements, including the commissioning of fire and general risk assessments and water quality testing
- 1.10 graffiti removal gritting and pest control within the Communal Areas and Facilities
- 1.11 tending and renewing any landscaping areas or other facilities within the Communal Areas and Facilities
- 2 The provision of any other works services or facilities which the Landlord from time to time reasonably considers appropriate for the purpose of maintaining or preserving the Building and the Communal Areas and Facilities which are for the general benefit of all or substantially all the occupiers of the Building and which are in keeping with the principles of good estate management
- 3 It is agreed that any obligation on the Tenant to contribute towards the costs of renewal or replacement of any item mentioned in paragraph 1.1 of this Part 3 should be limited so that such obligation shall only apply in relation to such renewal or replacement where it is carried out by way of repair and to the extent that such renewal or replacement is by or with an equivalent (or something which is the modern day equivalent at the time of such renewal or replacement) or where it is in the interests of good estate management

ORIGINAL

EXECUTED as a deed by affixing

the common seal of

ORBIT HOUSING ASSOCIATION LIMITED

in the presence of:

Director

C. P. Linn

~~Director~~/Secretary

Di W



COUNTERPART

SIGNED as a DEED by

[REDACTED]

In the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

2 MTP

SIGNED as a DEED by

[REDACTED]

In the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

GENERAL NOTES

This drawing is to be read in conjunction with all other relevant drawings, schedules and specifications issued.
Any discrepancies with the information depicted in this drawing must be reported in writing. Responsibility cannot be accepted for alterations made to this drawing without prior permission in writing.
This drawing is not to be photocopied, scaled or reproduced otherwise scale accuracy cannot be guaranteed.
This drawing should not be used in any circumstances for any structural calculation or building construction / demolition work.

Land Registry Note
This drawing has been created in accordance with the guidelines included in the Land Registry Practice Guide 40.

- Extent of demised premises
- Communal area



LOCATION PLAN
1:1250

0m 10m 20m 30m 40m 50m 60m 70m 80m 90m 100m
SCALE 1:1250

PROJECT TITLE

DRAWING TITLE

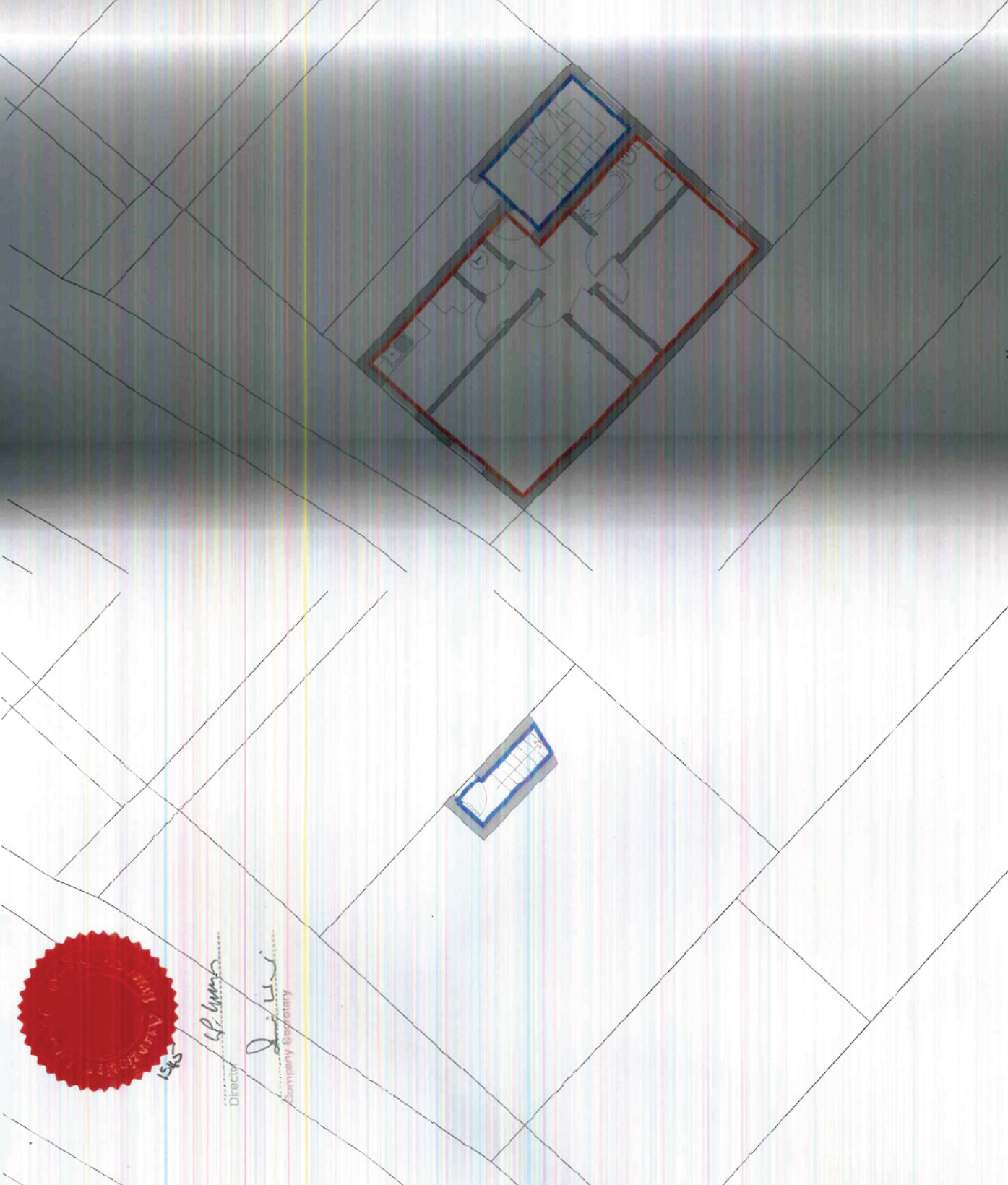
LAND REGISTRY PLAN 1

0m 1m 2m 3m 4m 5m 6m 7m 8m
SCALE 1:100

SCALE	SITE	CHECKED	DATE
1:100	A3	PH	14/06/23
DRAWN	RT		



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FIRST FLOOR
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GROUND FLOOR
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Director
Company Secretary

