

DATED 27 September 2019

ORBIT HOMES (2020) LIMITED (1)

and

[REDACTED] (2)

---

LEASE

of [REDACTED]

(Postal address: [REDACTED])

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Hansells  
13 The Close  
Norwich  
NR1 4DS

(16468.014)

**LAND REGISTRY PRESCRIBED CLAUSES**

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LR1. Date of Lease</b>                                           | 27 September 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>LR2. Title Number</b>                                            | <p><b>LR2.1 Landlord title number</b><br/>TT50675</p> <p><b>LR2.2 Other title numbers</b><br/>None</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>LR3. Parties to this Lease</b>                                   | <p><b>Landlord</b></p> <p><b>ORBIT HOMES (2020) LIMITED</b> (Co. Regn. No. 6950748 )<br/>whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Coventry CV3 2SU defined in this Lease as "the Landlord"</p> <p><b>Tenant</b></p> <p>_____ of _____<br/>_____ defined in this Lease as "the Tenant"</p> <p><b>Other Parties</b></p> <p><b>ORBIT GROUP LIMITED</b> (an exempt charity) (Co-operative and Community Benefit Society Number IP28503R) whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Coventry CV3 2SU defined in this Lease as "the Manager"</p> |
| <b>LR4. Property</b>                                                | <p><b>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</b></p> <p>_____ to be known as _____<br/>_____ and<br/>more fully described in Schedule 1 of this Lease and defined in this Lease as "the Property"</p>                                                                                                                                                                                                                                                                                                                   |
| <b>LR5. Prescribed Statements</b>                                   | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>LR6. Term for which the Property is leased</b>                   | <p>The term is as follows:</p> <p>125 years from 1 April 2019</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>LR7. Premium</b>                                                 | Two hundred and fifty five thousand pounds (£255,000.00) on which no VAT is payable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>LR8. Prohibitions or restrictions on disposing of this lease</b> | This lease contains a provision that prohibits or restricts dispositions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LR9. Rights of acquisition</b>                                                                                 | <p><b>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.</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease.</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease.</b></p> <p>None</p>                                                                                                                                                                                                                                                                                                                               |
| <b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b> | <p>None</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>LR11. Easements</b>                                                                                            | <p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>See Clause 3.1 and Schedule 2 of this Lease</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>See Clause 3.1 and Schedule 3 of this Lease</p>                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>LR12. Estate rentcharge burdening the Property</b>                                                             | <p>None</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>LR13. Application for standard form restriction</b>                                                            | <p><b>The parties to this lease apply to enter the following standard form of restriction against the title of the Property:</b></p> <p>"No transfer of the registered estate 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 Orbit Group Limited (Community Benefit Society No IP28503R) whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Coventry, CV3 2SU or their conveyancer that the provisions of paragraph 8 of Part 1 of Schedule 7 of this Lease have been complied with."</p> |
| <b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>                       | <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants</p> <p>Or</p> <p>The tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares</p> <p>Or</p> <p>The tenant is more than one person. They are to hold the property on trust</p>                                                                                                                                                                                                                                                                                                                                   |

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

## **1 Definitions**

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:

- 1.1 **"Account Year"** means a year ending on 31 March or such other date as the Landlord may from time to time reasonably designate.
- 1.2 **"Adoptable Sewers"** means all main foul and surface water sewers within the Development or the Property which are intended to become public sewers.
- 1.3 **"Authorised Person"** means the individual nominated by the Landlord to estimate expenditure in relation to the Service Provision in accordance with paragraph 6.3 of Schedule 4.
- 1.4 **"Bin Store"** means the bin storage area which forms part of the Common Parts and which is denoted on the Managed Areas Plan as for the use of (inter alia) the Property
- 1.5 **"Block"** means the Building together with the parking spaces belonging to the Flats the Bin Store and the Cycle Store and any other area the use and enjoyment of which is appurtenant to the Building.
- 1.6 **"Building"** means the building comprising the Flats of which the Property forms part.
- 1.7 **"the Communal Facilities"** means the Private Roads Private Footpaths and Visitors Parking Spaces serving Plots 100 to 129 within the Development shown coloured grey or blue on the "Managed Areas Plan" (subject to such additions and variations that the Landlord or the Manager shall consider reasonable or necessary) including all walls fencing and other boundary features and all facilities or amenities situate therein or serving the same
- 1.8 **"the Common Parts"** means those parts of the Block (whether or not within the structure of the Building) to be used in common by any of the Tenant, other tenants and occupiers of the Building, the Landlord, and those properly authorised or permitted by them to do so, and "Common Parts" includes (but without limitation) the steps, entrance lobbies, corridors, landings, forecourts, courtyards, paths, staircases, gates, accessways, passages, duct risers, the Service Media, any communal aerials, any fire equipment, any communal door entry system, the Bin Store, the Cycle Store, any communal rubbish disposal facilities, any gardens landscaping amenity areas and boundary structures and any other such amenities which are intended to exclusively serve the Block, or some part of the Block, but excluding such parts as may be within the Property.
- 1.9 **"Cycle Store"** means the cycle storage area which forms part of the Common Parts and which is denoted on the Managed Areas Plan as for the use of (inter alia) the Property or such other area as the Landlord shall from time to time designate.
- 1.10 **"Deed of Covenant"** means Deed of Covenant in the form of the Deed of Covenant set out in Schedule 13 (mutatis mutandis)
- 1.11 **"Development"** means all the land now or formerly vested in the Landlord under title number specified in LR2.
- 1.12 **"Dwellings"** means the flats and houses comprising plots 100-129 inclusive on the Development and the term "Dwelling" shall be construed accordingly
- 1.13 **"Enactment"** means:

- (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
- 1.14 **"Estate Maintenance Expenses"** means the amount of the costs and expenses incurred by the Manager specified in Schedule 11.
- 1.15 **"Estate Management Covenants"** means the covenants on the part of the Manager set out in Schedule 9.
- 1.16 **"Estate Rentcharge Deed"** means an Estate Rentcharge Deed dated 9 May 2016 made between (1) the Landlord (2) Medway Valley Services Limited (3) Trenport (Peters Village) Limited
- 1.17 **"Estate Service Charge"** means the amounts referred to in Schedule 12.
- 1.18 **"Estate Service Charge Covenants"** means the covenants on the part of the Tenant set out in Schedule 8.
- 1.19 **"Estate Services"** means the services set out in Schedule 10.
- 1.20 **"Estate Roads"** means the roads verges and footpaths within the Development shown by black cross hatching on the Managed Areas Plan and thereon denoted as 'Adopted Highways' which are intended to become public highways.
- 1.21 **"Excepted Rights"** means the exceptions and reservations contained in Schedule 3
- 1.22 **"First Rent Review Date"** means 1 April 2042
- 1.23 **"Flats"** means the eight self-contained flats comprised within the Building numbered respectively
- 1.24 **"Included Rights"** means the rights easements and privileges contained in Schedule 2
- 1.25 **"Insured Risks"** means 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, 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 either the Landlord decides to insure against from time to time or which any mortgagee of the Tenant of whom the Landlord has received notice pursuant to paragraph 13 of Schedule 4 may reasonably require and **Insured Risk** means any one of the Insured Risks.
- 1.26 **"Landlord"** means the party so named in clause LR3 and includes the immediate reversioner to this Lease from time to time
- 1.27 **"Land Registry Prescribed Clauses"** means the clauses numbered LR1 to LR14 (inclusive) at the front of this Lease and references to clauses with an "LR" prefixed are to be interpreted accordingly
- 1.28 **"Legal Obligation"** means 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

- 1.29 **"Managed Areas Plan"** means the attached drawing reference 15068-5508 Rev D
- 1.30 **"the Manager"** means Orbit Group Limited (an exempt charity) Cooperative and Community Benefit Society No IP28503R whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Coventry, CV3 2SU and its successors as the manager of the Communal Facilities
- 1.31 **"Necessary Consents"** means 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
- 1.32 **"Outgoings"** means all existing and future rates, taxes, charges, assessments, impositions and outgoing whatsoever (whether parliamentary or local) which are now or may at any time be payable charged or assessed on Property or the owner or occupier of Property
- 1.33 **"Parking Space"** means the parking space shown edged red and marked "P" followed by the plot number of the Property
- 1.34 **"Party Boundaries"**:
- (a) any part of a wall of the Property also forming part of a building erected or being erected on an adjoining plot on the Development; and
  - (b) any other wall (not being a wall of the Property or of any other building on the Development) fence or hedge on a boundary between the Property and any other part of the Development on which a dwelling stands unless marked "T" on the Plan
- 1.35 **"Plan"** means the plan of the Property annexed to this Lease
- 1.36 **"Planning Permission"** means the planning permission relating to the construction of the Property and any subsequent variations thereto
- 1.37 **"Premium"** means the premium stated in LR7
- 1.38 **"Prescribed Rate"** means 4% per annum over the base rate of Barclays 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
- 1.39 **"Private Footpaths"** means the footpaths which are not adopted and which are comprised within and form part of the Communal Facilities
- 1.40 **"Private Roads"** means all entrances driveways forecourts or accesses which are not adopted and which are comprised within and form part of the Communal Facilities
- 1.41 **"Property"** means the property referred to in LR4
- 1.42 **"Regulations"** means the covenants on the part of the Tenant set out in Schedule 14 and such other reasonable restrictions and regulations consistent with the terms of this Lease which are made by the Landlord or its agents from time to time in accordance with the principles of good estate management and notified to the Tenant that relate to the use of the Common Parts and/or the management of the Building and the welfare of its occupants
- 1.43 **"Reinstatement Cost"** means the full cost of reinstatement of the Block 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 Block that may be required by law and any VAT on any such costs, fees and expenses.



- 1.44 **"Rent"** means rent at the initial rate of one hundred and fifty pounds (£150.00) per annum payable yearly from the date of this Lease subject to review in accordance with this Lease
- 1.45 **"Rent Review Date"** means 25 years following the First Rent Review Date and thereafter every 25 years following the previous Rent Review Date during the Term
- 1.46 **"RPI"** means the United Kingdom General Index of Retail Prices or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Tenant of some other published index of general prices for the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the RPI.
- 1.47 **"RPI Increase"** means on the First Rent Review Date the percentage increase of the RPI from the RPI at the Commencement Date to the RPI published for the month of September preceding the First Rent Review Date and on each and every subsequent Rent Review Date shall mean the percentage increase of the RPI from the RPI published for the September prior to the First Rent Review Date or (if later) the last Rent Review Date to the RPI published for the September prior to the relevant Rent Review Date.
- 1.48 **"RPI at the Commencement Date"** means 269.3
- 1.49 **"Service Charge"** means the Specified Proportion of the Service Provision.
- 1.50 **"Service Companies"** means the gas electricity communications and water companies authorities or other service providers as selected by the Landlord including any successor responsible for the supply of Services to the Development.
- 1.51 **"Service Provision"** means the sum calculated in accordance with paragraphs 6.3, 6.4 and 6.6 of Schedule 4.
- 1.52 **"Services"** means water soil electricity gas telephone telecommunication and other services (if any)
- 1.53 **"Service Media"** means all drains channels sewers (excluding Adoptable Sewers) tanks, cisterns, pumps pipes wires meters cables aerials watercourses gutters downpipes soakaways tanks cisterns and other similar installations (and any ancillary works and apparatus) including street lighting now present or installed in the future within the Development or the Property
- 1.54 **"Specified Proportion"** means a fair and reasonable proportion.
- 1.55 **"Term"** means the term stated in LR6
- 1.56 **"Visitors Parking Spaces"** means the visitors parking spaces marked 'V' on the Managed Areas Plan

## 2 Interpretation

- 2.1 In this Lease the terms defined in clause 1 shall have the meanings specified.
- 2.2 Any obligation on a party to this Lease to do any act includes an obligation to procure that it is done.
- 2.3 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.
- 2.4 References to liability include, where the context allows, claims, demands, proceedings,

damages, losses, costs and expenses.

- 2.5 The clause and paragraph headings in this Lease are for ease of reference only and are not to be taken into account in the interpretation of any provision to which they refer.

- 2.6 Unless the contrary intention appears, references:

2.6.1 to defined terms are references to the relevant defined term in clause 1;

2.6.2 to numbered Clauses and Schedules are references to the relevant Clause in, or Schedule to, this Lease; and

2.6.3 to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.

- 2.7 Words in this Transfer denoting the singular shall include the plural and vice versa

- 2.8 Words in this Lease importing one gender include both genders, and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

- 2.9 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

- 2.10 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 Flats as the case may be

- 2.11 Reference to "the Landlord" also includes any person to whom Orbit Homes (2020) 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.

- 2.12 References to the Property include the whole and every part of the Property and references to the Block the Building and the Common Parts include the whole of the Block the Building and the Common Parts and references to the Development include the whole and every part of the Development.

- 2.13 References in Part 2 of Schedule 7 to the following words and phrases shall have the same meanings as are ascribed to them in the Estate Rentcharge Deed:-

'Authorised Vehicle'

'Estate'

'Estate Charge Scheme'

'Estate Company'

'Green Policy'

'Maintain' and 'Maintenance'

'Management Land'

'Rentcharge Holder'

### **3 Operative Clauses**

- 3.1 In consideration of the Premium paid by the Tenant to the Landlord (receipt of which sum the Landlord hereby acknowledges) the Landlord with full title guarantee HEREBY DEMISES to the Tenant ALL THAT Property TOGETHER WITH the Included Rights EXCEPTING AND

RESERVING unto the Landlord and every part of the Development (and where appropriate any relevant Service Companies) the Excepted Rights TO HOLD the same unto the Tenant for the Term YIELDING AND PAYING yearly during the Term the Rent such rent to be paid in advance without deduction (save as authorised or required by law) by yearly payments on the 1st April 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

- 3.2 With effect from the First Rent Review Date and each subsequent Rent Review Date the Rent for the purposes of this Lease shall be reviewed Rent as agreed or determined in accordance with the RPI Increase.
- 3.3 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 incumbrance 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" and
  - (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
- 3.4 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 4.
- 3.5 For the benefit and protection of the land comprised within the Development (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 Development 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.
- 3.6 The Landlord is required under the provisions of the Estate Rentcharge Deed to impose covenants in the form set out in Part 2 of Schedule 7. To the extent that any such covenants are inconsistent with any other provisions contained in this Lease then the other provisions of this Lease shall prevail.
- 3.7 The Tenant covenants with the Landlord and the tenants for the time being of the Flats to observe and perform the Regulations.
- 3.8 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 Block 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
- 3.9 The Landlord the Tenant and the Manager (where appropriate) agree and declare in the terms detailed in Schedule 6

#### **4 The Communal Facilities**

IT IS HEREBY agreed between parties that:-

- 4.1 In laying out its development the Landlord has provided the Communal Facilities
- 4.2 It is the Landlord's intention that the Communal Facilities shall be managed by the Manager and that all costs and expenses incurred or to be incurred in cleansing managing maintaining repairing renewing and upholding the Communal Facilities shall be divided between the owners of the Dwellings in the proportions referred to in paragraph 1 of Schedule 12.
- 4.3 The Tenant covenants with the Landlord and the Manager that the Tenant will observe and perform the Estate Service Charge Covenants
- 4.4 The Manager covenants with the Landlord and the Tenant to observe and perform the Estate Management Covenants

#### **5 The Estate Roads and Adoptable Sewers**

The Landlord (here meaning Orbit Homes (2020) Limited only) HEREBY COVENANTS with the Tenant to construct the Estate Roads and the Adoptable Sewers serving the Property to adoption standards and:

- 5.1 to have the same adopted by the appropriate authorities;
- 5.2 to maintain them pending adoption; and
- 5.3 to indemnify the Tenant against all liability in respect of them pending adoption

#### **6 Restrictions on the Register**

- 6.1 No transfer of the Property or any part of it shall be registered at the Land Registry unless and until (a) the transferee shall have entered into a Deed of Covenant at the transferee's expense and (b) the Manager shall have given its consent to the registration of such transfer
- 6.2 The Manager agrees that upon any transferee of the Property or any part of it entering into a Deed of Covenant the Manager will consent to the registration of the transfer in favour of such transferee
- 6.3 The Landlord the Manager and the Tenant apply to the Land Registrar for a restriction to be entered on the title to the Property in the following Land Registry standard form:

"No transfer of the registered estate 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 Orbit Group Limited (Community Benefit Society No IP28503R) whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Coventry, CV3 2SU or their conveyancer that the provisions of paragraph 8 of Part 1 of Schedule 7 of [this Lease] have been complied with."

#### **7 Entire Agreement**

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

- 8 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 known as Plot 102 Kiln View, Parcel 1D, Peters Village, Wouldham, Rochester, Kent (postal address Flat 3 Cubitt House, 18 Waterman Way, Wouldham, Rochester, Kent, ME1 3FY) and located on the first floor of the Building and shown edged red on the Plan.
2. The Property includes:
  - (a) the inside and outside of the windows and other lights and the frames, glass, equipment and fitments relating to windows and lights of the Property;
  - (b) the doors, door frames, equipment, fitments and any glass relating to the doors of the Property;
  - (c) the internal plaster or other surfaces of load bearing walls and columns within the Property and of walls which form boundaries of the Property;
  - (d) non-load bearing walls completely within the Property;
  - (e) the flooring, raised floors and floor screeds down to the joists or other structural parts supporting the flooring of the Property;
  - (f) the plaster or other surfaces of the ceilings and false ceilings within the Property and the voids between the ceilings and false ceilings;
  - (g) the Service Media within and exclusively serving the Property;
  - (h) appurtenances, fixtures, fittings and rights granted by this Lease; and
  - (i) the Parking Spaceand improvements and additions made to, and fixtures, fittings and appurtenances in, the Property;
3. The Property does not include:
  - (a) the load bearing framework and all other structural parts of the Building;
  - (b) the roof, foundations, joists and external walls of the Building;
  - (c) Service Media and machinery and plant within (but not exclusively serving) the Property;
  - (d) the Bin Store; and
  - (e) the Cycle Store

## 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. to enter upon any part of the Development including the Estate Roads 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 Development which serve the Property PROVIDED ALWAYS that the Tenant shall (except in emergency) before exercising such right in respect of any part of the Development (other than the Estate Roads) give reasonable prior notice in writing to the occupier of such part of the Development specifying the purpose for which entry is required
2. of passage of foul drainage and surface water through Adoptable Sewers
3. of passage of water, gas, electricity, telecommunications, surface water drainage, foul drainage and other services through such of the Service Media within the Development as serve the Property
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 Development
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 Development
7. of any entry upon the Development at all reasonable times (and at any time in an emergency) for the purposes of inspecting maintaining repairing and renewing the Property and the Service Media
8. of way for all reasonable purposes along the Estate Roads
9. of way for all reasonable purposes with or without vehicles over such parts of the Private Roads (if any) which serve the Property
10. of way for all reasonable purposes on foot only over such parts of the Private Footpaths (if any) which serve the Property
11. of passage of air through any ventilators or flues in the walls of any buildings on the Property
12. to use the Bin Store and such refuse collection points (if any) within the Development as may be designated from time to time by the Landlord for use by the Tenant but SUBJECT to all regulations from time to time made by the Landlord
13. to use the Cycle Store for use by the Tenant for the storage on a first come first served basis of cycles which are in the regular use of the Tenant or other occupiers of the Property but SUBJECT TO all regulations from time to time made by the Landlord.
14. a right for visitors to the Property to use such of the Visitors Parking Spaces (if any) which may from time to time be vacant for the parking of a private motor car on a first come first served basis
15. to use the Common Parts (save for such parts thereof as have already specifically been referral to elsewhere in this Schedule) for all reasonable purposes incidental to the occupation and enjoyment of the Property

16. the benefit of the rights referred to in the Property Register of the title number TT50675

### Schedule 3

#### (The Excepted Rights)

- 1 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 2
- 2 The right for the Landlord and all persons authorised by the Landlord:-
  - (a) to make connections to any Adoptable Sewers and Service Media comprised in the Property
  - (b) to construct any buildings or other structures on the Development 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
  - (c) to key into any buildings or other structures comprised in the Property
  - (d) to plant trees or shrubs or to carry out landscaping operations or to fulfil the requirements of the competent authorities or execute other works required by them under planning conditions or otherwise
  - (e) of entry upon the Property with or without workmen plant equipment and materials for the exercise of the above rights
- 3 The rights for the Landlord and the Manager and all persons authorised by the Landlord or the Manager (including where appropriate the drainage authority and Service Companies) and owners of any parts of the Development (in common with the Tenant):-
  - (a) of passage of foul drainage and surface water drainage through the Adoptable Sewers
  - (b) of passage of water, gas, electricity, telecommunications, surface water drainage, foul drainage and other similar services through such of the Service Media within the Property as serve the Development
  - (c) of retaining in place any buildings or other structures constructed by the Landlord on the Development which protrude into the Property
  - (d) of support and protection for the Development and any buildings on it from the Property
  - (e) of entry upon the Property at all reasonable times (and at any time in an emergency) with or without workmen plant equipment and materials for the purposes of cleansing laying inspecting maintaining repairing and renewing any buildings or other structures comprised in the Development and the Service Media and the Adoptable Sewers and the Communal Facilities
- 4 The right for the Landlord or its successors in title and all persons authorised by any of them to enter the Property at all reasonable times (and at any time in an emergency) with or without workmen plant equipment and materials
  - a) to comply with any Legal Obligation on the Landlord or its successors in title or
  - b) to comply with the Landlord's obligations under this Lease
  - c) to reroute and replace any Service Media at the Building over which Included Rights are granted
- 5 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 Development 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
- 6 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

- 7 The right to grant to others similar rights to those hereby granted

## **Schedule 4**

### Tenants 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 (and any increase in the Rent in accordance with the provisions of this Lease) at the time and in the manner provided in this Lease all such sums to be payable by direct debit 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 and Decoration:**

- 2.1 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.
- 2.2 Without prejudice to the generality of paragraph 2.1, to keep the Parking Space neat and tidy.
- 2.3 To paint or otherwise treat (as may be appropriate) as often as may be necessary in a proper and workmanlike manner and with suitable materials of a good quality such parts of the Property as are usually painted or otherwise treated.
- 2.4 Forthwith to give notice to the Landlord of any defect or want of repair in the Common Parts.

#### **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      Alterations**

- 4.1 Not to:
  - (a) make any alterations or additions to the exterior of the Property;
  - (b) make any structural alterations or structural additions to the interior of the Property;
  - (c) erect any new buildings on the Property;
  - (d) in any way interfere with the outside of the Building; or
  - (e) remove any of the Landlord's fixtures from the Property
- 4.2 Not to make any alteration or addition of a non-structural nature to the interior of the Premises without the previous written consent of the Landlord (such consent not to be unreasonably withheld).

#### **5      Insurance:**

- 5.1 To pay to the Landlord on demand:

5.1.1 the cost of any additional premiums 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;

5.1.2 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 policy of the Block following the occurrence of an Insured Risk; and

5.1.3 an amount equal to any insurance money that the insurers of the Block refuse to pay by reason of any act or omission of the Tenant of 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:

5.2.1 any matter occurs in relation to the Tenant or the Block that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Block;

5.2.2 any damage or loss occurs that relates to the Block and arises from an Insured Risk; and

5.2.3 any other event occurs which might affect any insurance policy relating to the Block.

5.3 Not to insure the Building or the Block 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 of the Block 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 Included Rights.

## 6 Service Charge

6.1 The Tenant covenants with the Landlord to pay the Service Charge during the Term in advance at the same time and in the same manner in which the Rent is payable under this Lease or at such other intervals as the Landlord shall nominate provided always that all sums paid to the Landlord in respect of that part of the Service Provision as relate to the reserve referred to in paragraph 6.3.1 shall be held by the Landlord in trust for the Tenant until applied towards the matters referred to in paragraph 6.4 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.

6.2 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 6.3.

6.3 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 paragraph 6.4 together with:

6.3.1 an appropriate amount as a reserve for or towards such of the matters specified in paragraph 6.4 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 exterior of the Building (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

6.3.2 reduced by any unexpended reserve already made pursuant to paragraph 6.3.1

- 6.4 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 for the Block 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 paragraphs 3, 4, 6 and 7 of Schedule 5 including the cost of the relevant excess (if any) on any claim under the insurance policy effected in accordance with paragraph 6 of Schedule 5 in the event of damage to the Block 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 Block (which shall include compliance with all relevant statutory requirements);
  - (c) all reasonable fees, charges and expenses payable to the Authorised Person, any managing agent, caretaker, solicitor, accountant, surveyor, valuer, architect, contractor, cleaner, gardener, security staff or other person whom the Landlord may from time to time reasonably employ in connection with the management or maintenance or running inspection or care of the Block 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 on or in the whole or any part of the Common Parts;
  - (e) any insurance cover the Landlord may effect in relation to the Common Parts and/or any other part of the Block;
  - (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 for the Block; 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.
  - (h) The Landlord shall be entitled to be paid a reasonable fee for its management and administration if the Landlord does not employ managing agents and shall be entitled to be paid a reasonable sum for any work carried out by the Landlord's employees.

- 6.5 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 6.3 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)
- 6.6 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 6.3.1 and the said reserve shall be calculated accordingly.
- 6.7 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.
- 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 Development.
- 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 serve the Property.
- 7.3 To join with the registered proprietors for the time being of any 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 Refuse:  
Not to deposit rubbish or refuse on the Property the Development the Communal Facilities 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 Communal Facilities:  
If the Manager shall transfer its obligations in relation to the Communal Facilities to a management company or other third party for the purpose of ongoing maintenance, the Tenant will on receipt of notice of such transfer enter into a deed of covenant with the Manager and the management company or other third party in such form as the Manager shall reasonably require and if so required by the Manager and if applicable will apply to the management company to become a member and thereafter will pay the Estate Service Charge to the management company or other third party and on any subsequent transfer of the Property will obtain from the new transferee a covenant to become a member of any management company as required
- 10 Service Companies:  
At the request of the Landlord or the Service Companies to enter into any deed or document in such form as it or they shall require to grant to such Service Companies any easement or right they shall properly require in connection with the provision maintenance or adoption of the Services for the benefit of the Development or otherwise.
- 11 Costs/Expenses:
- 11.1 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 and for the provision of information or documents by or on behalf of the Landlord

- 11.2 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.

12 Alienation:

12.1 Not to assign transfer underlet or part with possession of part only of the Property (as distinct from the whole) in any way whatsoever.

12.2 Not to assign the whole of this lease unless the Tenant has first:

12.2.1 paid to the Landlord any Rent, Service Charge or other sums payable under this lease which have fallen due before the date of assignment; and

12.2.2 paid to the Manager any Estate Service Charge which has fallen due before the date of assignment; and

12.2.3 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.

12.3 Not to underlet the whole of the Property unless:

12.3.1 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;

12.3.2 the underlease contains covenants substantially the same as those contained in Schedule 7; and

12.3.3 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 Tenant contained in this Lease.

13 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.

14     Legislation:

- 14.1    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.
- 14.2    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.
- 14.3    By way of indemnity only to observe and perform the covenants and conditions in the Planning Permission insofar as they relate to the Property and to indemnify the Landlord against all claims actions or demands in respect of any breach or non-observance thereof.

15     Notices:

- 15.1    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 Development 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.
- 15.2    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.

16     Interest:

If the Rent or any part of any such sum or any other sum payable by the Tenant to the Landlord or the Manager 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 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.

17     Indemnity Covenant:

To observe and perform the agreements covenants restrictions stipulations and other matters contained or referred to in the title registered under title number TT50675 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 Lettings of other Flats  
To procure that the lease of the other Flats shall contain covenants on the part of the tenant similar in all material respects to those contained in this Lease.
- 3 Repair Redecorate Renew Structure  
Subject to paragraph 5 of this Schedule and to payment of the Rent and the Service Charge, the Landlord (or any person acting on behalf of or pursuant to any agreement with the Landlord including but not limited to any managing agent) shall maintain, repair, redecorate, renew, manage and (in the event in the Landlord's reasonable opinion such works are required) improve:
  - 3.1 the load bearing framework and all other structural parts of the Building, the roof, foundations, joists and external walls of the Building and Service Media and machinery and plant within (but not exclusively serving) the Property and all parts of the Building which are not the responsibility of the Tenant under this Lease or of any other leaseholder under a similar lease of other Flats in the Building;
  - 3.2 the Service Media, and other gas, electrical, drainage, fire safety, ventilation and water apparatus and machinery in, under and upon the Building (except such as serve exclusively an individual Flat and except such as belong to any utility supply authority or company); and
  - 3.3 the Common Parts.
- 4 Lighting and Cleaning the Common Parts  
Subject to paragraphs 3 and 5 of this Schedule and so far as practicable to keep the Common Parts adequately cleaned and lit.
- 5 Landlord's Protection Provisions
  - 5.1 The Landlord shall not be liable to the Tenant for any failure in or interruption of the services referred to in paragraphs 3 or 4 of this Schedule not attributable to its neglect or default.
  - 5.2 The Landlord may add to, diminish, modify or alter any service referred to in paragraphs 3 or 4 of this Schedule 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.
- 6 Insurance
  - 6.1 To effect and maintain insurance of the Block against loss or damage caused by any of the Insured Risks with the 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.

6.2 To effect and maintain insurance against the Landlord's liabilities in respect of property owner's and third party risks in relation to the Block in such sum as the Landlord shall reasonable require and (if the Landlord so requires) to effect and maintain insurance for loss of the Rent and 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.

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

6.3.1 at the request of the Tenant supply the Tenant with:

6.3.1.1 a copy of the insurance policy and schedule; and

6.3.1.2 a copy of the receipt for the current year's premium.

6.3.2 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

6.3.3 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 13 of Schedule 4) specifically.

## 7 Rebuild following damage or destruction

If the Block 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 Block;
- (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 Flat tenants in respect of any monies that the insurers of the Block refuse to pay by reason of any act or omission of the Flat tenants 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 Block;
- (d) subject to obtaining such consents, use any insurance money received (other than for loss of Rent and Service Charge) and any money received from the Tenant under paragraph 5.1.3 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 Block; and
- (e) subject to obtaining such consents, provide premises or facilities equivalent in size, quality and layout to those previously at the Block but if the relevant consents cannot be obtained for premises or facilities equivalent in size, quality and layout to those previously at the Block to provide premises and facilities that are reasonably equivalent to those previously at the Block

## 8 Enforce Covenants in Other Leases

If so required by the Tenant to enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other Flats in the Building so far as they affect the Property provided that the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement.

## Schedule 6

### (Provisions agreed between the Landlord and the Tenant)

It is hereby agreed and declared:

#### 1 Re-entry

1.1 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")

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:

- (d) 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
- (e) 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
- (f) any right of the Chargee in respect of any re-entry by the Landlord in respect of the Relevant Event

#### 2 Destruction of the Block

2.1 If:

2.1.1 the Block is damaged or destroyed by an Insured Risk;

2.1.2 the Property is wholly or partly unfit for occupation and use and/or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable; and

2.1.3 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,

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 Block has been reinstated so as to make the

## Property fit for occupation and use

- 2.2 If for any reason the repair, rebuilding or reinstatement of the Block shall be impossible following damage or destruction by any of the Insured Risks:
- 2.2.1 the Landlord's obligation to reinstate the Building contained in paragraph 7 of Schedule 5 shall be deemed to have been discharged;
  - 2.2.2 the Landlord shall hold all proceeds of the insurance policy of the Block 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 Flat Tenants or failing agreement as determined pursuant to paragraph 2.3; and
  - 2.2.3 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 Rights

The Included Rights and Excluded 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:-

- 3.1 as to the rights of entry:-
- 3.1.1 giving reasonable notice (except in the case of emergency when no notice is required)
  - 3.1.2 causing as little damage as possible
  - 3.1.3 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
- 3.3 As to the rights to use the Private Roads, the Private Footpaths and the Visitors Parking Spaces, subject to the payment of the Estate Service Charge.

## 4 Notices

- 4.1 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
- 4.2 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

5 Party walls:

- 5.1 Every internal wall (if any) separating the Property from any other building shall be a party wall served medially
- 5.2 Any boundary structures (if any) dividing the Property from the adjoining property on the Development marked with an inward-facing T within boundaries of the Property on the Plan forms part of the Property
- 5.3 Any boundary structures (if any) dividing the Property from the adjoining property on the Development marked with an outward-facing T outside the boundaries of the Property on the Plan does not form part of the Property
- 5.4 All other boundary walls fences and hedges (if any) and any walls or structures dividing the buildings on any adjoining properties on the Development are to be party structures and maintained accordingly
- 6 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 Development and any adjoining or neighbouring land of the Landlord for building or for any other purposes
- 7 The Landlord may modify waive or release any restriction at any time imposed on any part of the Development or any adjoining or neighbouring land and the Landlord shall not be bound by any plotting or development scheme relating to the Development and may at any time modify vary or abandon any such scheme and may sell any other part of the Development subject to such rights declarations and covenants as it considers appropriate
- 8 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
- 9 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 Development and nothing in this Lease shall render the Landlord liable to enforce the same
- 10 The Landlord and the Manager shall have the power from time to time at their discretion to alter the layout of the Communal Facilities and to make reasonable regulations for the management maintenance and use of the Communal Facilities
- 11 The Landlord shall have power at its discretion to alter the arrangement of the Common Parts provided that after such alteration the access to and the amenities of the Property are not substantially less convenient than before.
- 12 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 Development for the benefit of the Property by this Lease except for those expressly granted by this Lease
- 13 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
- 14 The Landlord and the Tenant apply to the Land Registrar for the benefit of the Excluded Rights to be noted on the title number specified in LR2
- 15 This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

- 16 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
- 17 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
- 18 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
- 19 Sums payable under this Lease for the supply of goods and services are exclusive of Value Added Tax which is to be payable, if applicable, in respect of and at the same time as each sum falls due for payment.

## **Schedule 7**

### **(Restrictive Covenants by the Tenant)**

#### Part 1

1. Not to obstruct the Estate Roads or any of the Private Roads or Private Footpaths
2. In the event that an Adoptable Sewer or water main passes through or within three metres of the Property (measured horizontally from the centre line of such Adoptable Sewer or water main) not to erect or construct any buildings or other structures on over or within three metres (measured aforesaid) of such Adoptable Sewer or water main unless the prior written consent of the appropriate authority has been obtained
3. Prior to the adoption of the Estate Roads not to create or construct on the Property any additional driveway nor to enlarge the existing driveway (if any) leading to the Property nor to carry out any other works which would prejudice or delay such adoption
4. Not to affect the damp proof course of or cause damage to the wall of any adjoining buildings erected along the boundary of the Property by planting any trees or shrubs, creating a flower bed, erecting a trellis, constructing a rockery, storing garden rubbish, playing games, or incinerating rubbish against the side wall(s) of any such adjoining buildings or affixing or attaching anything whatsoever to such walls
5. Not to hang washing from the windows of the Property
6. Not to do or permit or suffer on or to the Property or the Communal Facilities any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Landlord or the owners or 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
7. Not to park or permit or suffer any occupier of the Property to park any motor vehicle on any of the Visitors Parking Spaces the same being intended for use by visitors only
8. Not to transfer the Property or any part of the Property without contemporaneously procuring that the new owner or owners enter into a Deed of Covenant and not to apply for the registration of any transfer of the Property or any part of the Property at the Land Registry until a Deed of Covenant shall have been completed by the transferee and delivered to the Manager.

#### Part 2

### **(Further restrictive covenants by the Tenant)**

#### **1. BUILDINGS AND ALTERATIONS**

- 1.1 To keep the exterior of any building (including any photovoltaic panels) on the Property or any part of it in good and substantial repair and condition and not to let any building become derelict.
- 1.2 To keep in good and substantial repair and condition any walls, fences, hedges or other features forming boundaries around the Property. Where any part of the Property is laid out as private garden to any building, to keep such garden in a neat and tidy condition, and not to convert any such space from residential garden or open space into parking space.
- 1.3 Not to construct or place any new or additional building or other erection of external equipment on the Property nor make any external alteration in or addition to any building on the Property without the previous written approval of the Rentcharge Holder to the plans, elevations, sections, specifications, and detailed drawings relating to such works.
- 1.4 Not to use any garage, carport or carbarn:
  - (a) as habitable space, or
  - (b) otherwise than to house vehicles or for storage
- 1.5 Not for a period of 10 years from the date thereof to alter the colour of the external paintwork of any windows, doors, cladding, rendering or other external finish without the approval of the Rentcharge Holder

- 1.6 Not for a period of 10 years from the date thereof to alter or replace the external windows or doors installed in any building on the Property with a different style or material without the approval of the Rentcharge Holder
- 1.7 Not to paint the exposed brickwork of any building nor cover any external facing with render, pebbledash, cladding or other treatment without the approval of the Rentcharge Holder
- 1.8 Not to carry out, permit or authorise the demolition of any building on the Property without the approval of the Rentcharge Holder
- 1.9 Not to interfere with, damage or remove any street furniture or fittings and ancillary fittings belonging to or installed by the Estate Company or other persons in connection with the Estate Charge Scheme, which are placed in, on, or attached to the Property or any building on the Property
- 1.10 Not to surface over any garden, lawn or permeable surfacing on the Property in such a way as to increase materially the surface water draining onto adjoining land from the Property
- 1.11 To Maintain any trees, hedges or shrubs planted on the Property and to replace or remove any such trees, hedges or shrubs when necessary
- 1.12 Not to plant within any gardens forming part of the Property any trees, shrubs or other vegetation exceeding 2m in height or which are likely to grow to a size exceeding 2m in height and which would interfere with the enjoyment of light to and/or outlook from neighbouring property
- 1.13 Not to erect any fence or wall in any location that extends to more than 2m above the general level of the surrounding land
- 1.14 Not to erect or relocate any fences, hedges, walls or other similar features on the Property so as to enclose any lawned or landscaped area adjoining any estate, road or pathway or public open space
- 1.15 Not to permit or allow any obstruction to exceed 600mm in height within any part of that area as comprises in whole or in part a vision splay/sight line which would be required by the local highway authority in conjunction with an adopted highway
- 1.16 Not to hang out washing, clothes, furnishings or other items upon any balcony or upon any terrace at first floor level or higher if such items are visible from any part of the Management Land, or any neighbouring dwellings, save that garden furniture, furnishings, plants and associated items may be kept on such balconies and terraces, provided that the items are well maintained and the balcony or terrace is kept in a clean and tidy condition

## **2 AERIALS AND DISHES**

Not to erect or place any aerial, satellite receiver or other plant for the reception or transmission of television, radio or other signals on the Property and so as to be visible in any respect from the estate roads, pathways or any other open space accessible to other occupiers of the Estate

## **3 SIGNS**

- 3.1 Not to place or permit to be placed on the Property any commercial signboard, placard or nameplate whatsoever, save for (a) a sign not exceeding 40cm by 25cm showing the postal name/or street number of any property on the Property or (b) a signboard of reasonable size, style and location advertising the Property for sale or let
- 3.2 Not to drape banners, flags, posters or any other items from any part of the Property

## **4 NUISANCE AND ENVIRONMENTAL**

- 4.1 Not to do or suffer to be done any act or thing in or about the Property which causes or may reasonably be expected to cause annoyance, nuisance, damage or disturbance to the Rentcharge Holder or any occupier of the Estate, whether caused by noise, vibrations, smells, fumes, smoke or other issues
- 4.2 To comply with the mandatory requirements set out in the Green Policy (if any) from time to time

## **5 PETS**

Not to keep any live animals in or about the Property save those which are habitually kept as pets or guide animals in the UK

## **6 USER**

- 6.1 Not to use the flat on the Property other than as a private dwelling
- 6.2 Not to use any building on the Property for the purpose of any manufacture, trade or business of any description or for any purpose except that part of any buildings on the Property and may be used as a home office for the purposes of an office for business or professional purposes, provided that such use shall not affect the characteristic of the Property and as a dwelling house, nor cause a nuisance nor result in significant additional traffic to the Estate. This restriction shall not prevent occupiers of the Property working from home on a part time or occasional basis.

## **7 SUBDIVISION**

Not to sub-divide the flat on the Property so that it becomes a flat or apartments or other units of accommodation in multiple occupations

## **8 OWNERSHIP AND SUBLETTING**

- 8.1 To keep the Rentcharge Holder up to date with the current contact details of the Tenant from time to time
- 8.2 To impose in any tenancy agreement or lease covenants in the same form as those contained in this Part 2 of Schedule 7

## **9 PARKING**

- 9.1 Not to park any vehicle, caravan, trailer, boat or vehicle of any kind on any part of the Development except that:
- (a) any Authorised Vehicles which are roadworthy may be parked on the driveway or such other part of the Property (if any) as is specifically constructed and designated for that purpose;
  - (b) any vehicle, caravan, trailer or boat may be parked in a garage;
  - (c) commercial vehicles (which are not Authorised Vehicles) may only be parked on the Property if delivering or collecting goods or temporarily attending the Property as part of a bona fide service or Maintenance operation; and
  - (d) no vehicle may be parked on or otherwise obstruct any shared accessway serving the Property or adjacent or nearby properties so as to obstruct use of it by other users
- 9.2 Not to carry out or permit to be carried out any maintenance to any motor vehicle for that time being parked on any part of the Property or the Estate other than minor maintenance which is carried out on the Property without causing any noise or nuisance to any other persons
- 9.3 To take all reasonable measures to prevent any occupier of or visitor to the Property infringing any covenants relating to parking
- 9.4 Not to park any vehicles on any roads within the Estate, except at times and in areas designated by the Rentcharge Holder from time to time and not to interfere with the movement of traffic on the roads or with pedestrians and other users on the pavements
- 9.5 To comply with all traffic calming measures which may be in force from time to time on the Estate, including any residents' or visitors' permit systems

## **10 REFUSE COLLECTION**

Other than for as short a period as reasonably required for scheduled refuse collections not to place or keep dustbins or refuse bags or the like in front of any property within the Property and to comply with the reasonable requirements of the Estate Company regarding the storage and collection of refuse

## **11 DRAINAGE**

- 11.1 Not to pour oil, grease or other deleterious materials into any sinks or other drainage facilities, nor onto any open land within the Property
- 11.2 Not to misuse any drainage systems on the Property which may cause blockages or other problems with the drainage systems of other occupiers of the Estate generally

## **12 GENERAL**

- 12.1 Notwithstanding the provisions of this Part 2 of Schedule 7 the Tenant shall be permitted to carry out Maintenance on the external parts of any buildings or other structures on the Property provided that there are no changes to the colour, tone or appearance of any buildings, apparatus or items located on the Property save as permitted pursuant to paragraph 1 of this Part 2
- 12.2 The Tenant acknowledges that the Property and surrounding area is to form part of a high-class residential development and covenants not to do anything, nor to omit to do anything, the result of which would (in the Estate Company's reasonable opinion) be to damage the appearance or reputation of that part of the Estate

**Schedule 8**  
(The Estate Service Charge Covenants)

1. To pay the Estate Service Charge free of all deductions whatsoever by direct debit or otherwise as the Manager shall prescribe in advance from the date hereof on demand by the Manager
2. To observe and perform such reasonable regulations as the Landlord or the Manager may make from time to time for the management maintenance and use of the Communal Facilities
3. To pay the Manager the reasonable and proper costs reasonably and properly incurred by the Manager or the Manager's Solicitors in enforcing payment of any monies lawfully payable under the terms of this Lease
4. On any transfer of the Property or any part of the Property to procure contemporaneously that the new owner or owners of the Property enters into a Deed of Covenant

**Schedule 9**  
(The Estate Management Covenants)

1. Subject to the payment of the Estate Service Charge to provide such of the Estate Services as the Manager shall from time to time deem appropriate in accordance with the principles of good estate management PROVIDED that notwithstanding anything contained in this Lease the Manager shall not be liable to the Tenant for nor shall the Tenant have any claim against the Manager in respect of:-
  - 1.1 any interruption in any of the Estate Services by reason of inspection repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire explosion water Act of God or by reason of mechanical or other breakdown or frost or other inclement condition or shortage of materials or labour or by reason of any other cause beyond the Manager's control;
  - 1.2 any act omission or negligence of any servant or agent of the Manager in or about the performance or purported performance of any of the Estate Services; and
  - 1.3 any act or default of any other owner or occupier on the Development or defective work stoppage or breakage of any appliances apparatus or machinery in or connected with or used for the benefit of the Property or the Development

**Schedule 10**  
(The Estate Services)

1. To provide the following services for the benefit of the Dwellings:-
  - 1.1. To manage maintain uphold cleanse repair and renew the Communal Facilities in accordance with a scheme determined by the Manager
  - 1.2. To maintain properly repaired renewed replaced and cleansed:-
    - 1.2.1. The Private Roads, the Private Footpaths the Visitors Parking Spaces and other hard landscaping areas which form part of the Communal Facilities and which are not maintained at public expense
    - 1.2.2. Any walls trees or fences within the Communal Facilities
    - 1.2.3. Any doors gates pillars and posts serving the Communal Facilities; and
    - 1.2.4. Any Service Media serving the Communal Facilities
  - 1.3. To make such regulations (if any) as the Landlord or the Manager may in their absolute discretion consider necessary and desirable in relation to the Communal Facilities
  - 1.4. To pay all charges (including the cost of replacement installations and the supply of electricity) incurred in connection with the provision of all such services as are herein referred to
  - 1.5. To insure the Communal Facilities against such risks as the Landlord or the Manager deems desirable
  - 1.6. To pay any general rates taxes water rates metered water charges and other outgoings payable in respect of the Communal Facilities
  - 1.7. To employ and maintain (but without any obligation being imposed upon the Landlord or the Manager to do so) such staff agents and advisers including caretakers managing agents and chartered accountants as may be required to attend to the running inspection care and management and (where appropriate) the certification and regulation of the Communal Facilities and the fulfilment of the Manager's obligations and responsibilities under this Lease including the provision of statements of account to the Tenant and the owners of the other Dwellings
  - 1.8. To provide such lighting (if any) to any drives accessways and paths within the Communal Facilities and to any parking spaces comprised therein or served thereby as the Landlord or the Manager shall determine
  - 1.9. In so far as the same are not the liability of or are attributable to the Tenant or the owners or occupiers of any of the other Dwellings to abate any nuisance and to execute such works as may be necessary for complying with any notice served by a local authority in connection with the Communal Facilities or any part thereof and generally to comply with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and by-laws made thereunder relating to the Communal Facilities
2. To provide any other services which the Landlord or the Manager (acting reasonably) wish to provide for the owners of the Dwellings
3. To create such reserves by way of reasonable provision for anticipated expenditure as the Manager may in its absolute discretion (acting reasonably) determine

**Schedule 11**  
(The Estate Maintenance Expenses)

1. All such sums as are expended by the Manager in or incidental to:-
  - 1.1. Managing insuring maintaining upholding cleansing repairing and renewing the Communal Facilities
  - 1.2. Carrying out its obligations and providing the services referred to in the Estate Management Covenants
  - 1.3. Performing and observing all obligations entered into by it for the benefit of the owners of the Dwellings
  - 1.4. Creating such reserves by way of reasonable provision for anticipated expenditure as the Manager may in its absolute discretion (acting reasonably) determine
  - 1.5. Any other services which the Landlord or the Manager (acting reasonably) wish to provide for the owners of the Dwellings
2. The reasonable fees charges and expenses of the Manager's surveyor accountant or other person whom the Manager may from time to time reasonably employ in connection with the management and maintenance of the Estate Services including the computation and the collection of moneys due from the Tenant hereunder
3. Paying general rates taxes and other outgoings payable in respect of the Communal Facilities
4. The Manager shall be entitled to be paid a reasonable fee for the management and administration of the Estate Services if the Manager does not employ managing agents
5. The Manager shall also be entitled to be paid a reasonable sum for any work carried out by the Manager's employees.

**Schedule 12**  
(The Estate Service Charge)

1. The amount of the Estate Service Charge payable by the Tenant shall be a fair and reasonable proportion of the estimated amount of the total costs and expenses to be incurred in the next following period of not more than a year of the Estate Maintenance Expenses due allowance being made for any surplus remaining from any previous payments and due addition being made for any previous deficit Provided that the Manager shall have power reasonably to vary such proportion in consequence of any alteration or addition to the Development or any other relevant circumstances where it is fair and reasonable to do so
2. The amount of the Estate Service Charge payable by the Tenant shall be paid within 14 days of the day of demand failing which interest at the Prescribed Rate shall be payable from demand until payment
3. As soon as practicable after the end of each accounting year the Manager shall determine and certify the amount by which the estimate referred to in paragraph 1 of this Schedule shall have been exceeded or fallen short of the actual expenditure in the accounting year and the Tenant shall be entitled to a copy of this certificate at the Manager's expense
4. Any sums collected by way of a reserve fund or funds shall be held by the Manager until expended upon trust for the Tenant and the owners of the other Dwellings in the proportion referred to in paragraph 1 of this Schedule.

**Schedule 13**  
(Deed of Covenant)

THIS DEED OF COVENANT is made the \_\_\_\_\_ day of \_\_\_\_\_  
BETWEEN

(1) [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] ("the Transferee") (2) Orbit Homes (2020) Limited whose registered office is situate at [ \_\_\_\_\_ ] ("the Company") and (3) [Orbit Group Limited whose registered office is situated at [ \_\_\_\_\_ ] ] ("the Manager")

**WHEREAS**

- (1) By a Lease dated [ \_\_\_\_\_ ] ("the Lease") the Company demised to [ \_\_\_\_\_ ] ("the Original Purchaser") the leasehold flat known as Plot [ \_\_\_\_\_ ] ("the Premises") and the Lease contained a covenant on the part of the Original Purchaser for himself and his successors in title not to transfer the Premises without contemporaneously procuring that the new owner or owners thereof enters into a Deed of Covenant in the form of these presents (mutatis mutandis)
- (2) The leasehold interest in the Premises is presently vested in the names of [ \_\_\_\_\_ ] and is registered at the Land Registry under title number [ \_\_\_\_\_ ]
- (3) The Transferee has contracted with the said [ \_\_\_\_\_ ] for the purchase of the leasehold interest in the Premises
- (4) The consent of the Manager is required before the transfer of the Premises in favour of the Transferee can be registered at the Land Registry

**OPERATIVE PROVISIONS**

1. The Transferee hereby covenants with the Company and with the Manager as follows:-
  - 1.1 To observe and perform all the covenants and all stipulations on the part of the Original Purchaser contained in clauses 3.4, 3.5, 3.7 and 4.3 and in Schedules 4, 7 and 8 of the Lease
  - 1.2 On any transfer of the Premises to procure that the new owner or owners thereof enters into a Deed of Covenant in the form of the Deed of Covenant set out in Schedule 13 of the Lease (mutatis mutandis)
  - 1.3 To pay to the Company and the Manager or their respective solicitors their proper costs in respect of the preparation and completion of these presents and any Stamp Duty Land Tax payable thereon
2. The Manager hereby consents to the registration of the transfer of the Premises in favour of the Transferee at the Land Registry
3. The Transferee the Manager and the Company apply to the Land Registrar for a restriction to be entered (or retained, as the case may be) on the title to the Premises in the following Land Registry standard form:-

"No transfer of the registered estate 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 [Orbit Group Limited (Community Benefit Society No IP28503R) whose registered office is at Garden Court, Harry Weston Road, Binley Business Park, Coventry, CV3 2SU] or their conveyancer that the provisions of paragraph 8 of Part 1 of Schedule 7 of a Lease dated [ \_\_\_\_\_ ] have been complied with."
4. In this deed where the context so admits:-
  - 4.1 Words importing the singular number only include the plural number and vice versa words importing the masculine gender only include the feminine gender and reference to "the Company" "the Manager" and "the Transferee" shall include their respective successors
  - 4.2 Where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally

This document is executed as a deed and is delivered on the date stated at the beginning of this deed.

## **Schedule 14**

### **(Regulations)**

- 1 Not to use the Property for any purpose other than as a single private dwelling or carry on any trade or business at the Property.
- 2 Not to hold any political meeting or sale by auction at the Property.
- 3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.
- 4 Not to do anything at the Property which may be or become a nuisance or annoyance or cause loss, damage or injury, to the Landlord or the Tenants of the other Flats or the occupiers of any neighbouring property.
- 5 Not to bring or keep any inflammable, explosive, dangerous or offensive substances or goods onto the Property or the Block except fuel in the fuel tank of any private motor vehicle parked on the Parking Space
- 6 Not to keep any animal or bird or other pet at the Property except house cats (maximum two in number) and fish in fishbowls or aquariums
- 7 Not to display or hang any window boxes on the outside of the Property
- 8 To clean the inside or the windows of the Property as often as is reasonably necessary
- 9 Not to sing or dance or play any musical instrument or equipment for making or reproducing sound or to act in such a manner so as to be audible outside the Property or as to cause annoyance to the tenants of the other Flats or any other occupiers of the Building.
- 10 Not to dispose of any dirt, rubbish, rags or other refuse or any noxious or deleterious effluent or substance into the sinks, baths, lavatories, cisterns or waste soil pipes on the Property.
- 11 Not to keep or deposit any rubbish at the Building except suitably wrapped and sealed and placed in a dustbin in the Bin Store
- 12 Not to deposit anything other than household refuse in the Bin Store and when doing so to ensure the Bin Store is always left in a neat and tidy condition
- 13 Not to fix any television or radio aerial, satellite dish or receiver on the Building
- 14 Not to play or smoke on the Common Parts or make any avoidable noise on the Common Parts
- 15 Not to leave any bicycle, pushchair or any other item on the Common Parts or obstruct them in any way.
- 16 Not to use the Parking Space other than for parking a private motor car or private motorcycle which has an MOT certificate if required and which is in the regular use of the Tenant or other occupier of the Property
- 17 Not to use the Cycle Store other than for the storage of cycles which are in the regular use of the Tenant or other occupier of the Property
- 18 Not to live in the Property unless all floors (other than in the kitchen and bathroom) are covered in good quality carpeting and underlay or other non noise transmitting floor covering.

EXECUTION

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



Director / Authorised Signatory





Secretary / Authorised Signatory 15515

**EXECUTED** as a deed by affixing the common seal of  
**ORBIT GROUP LIMITED**  
in the presence of:



Director / Authorised Signatory





Secretary / Authorised Signatory

**SIGNED** as a Deed by the said



in the presence of:-

Witness Signature

Witness Name (IN BLOCK CAPITALS)

Witness Address