

DATED

25th August

2000

**CROSBY HOMES (MIDLANDS) LIMITED (1)**

**LEASE**

- relating to -

**Apartment No. 8  
City Point  
Standard Hill  
Nottingham**

**Shoosmiths  
Northampton  
Ref: JDD**



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15810  
DPS  
11/9/00

H.M. LAND REGISTRY  
REGISTRATION ACTS 1925 to 1997



COUNTY AND DISTRICT : Nottinghamshire Nottingham

TITLE NUMBER : NT324285

PROPERTY : Apartment No.8 City Point City Point Standard Hill Nottingham



PARTICULARS

DATE OF LEASE: 25th August 2000

1 THE LANDLORD CROSBY HOMES (MIDLANDS) LIMITED whose registered office is Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG (Company Registration No. 1454066)

2 THE TENANT

3 THE ESTATE The land and buildings at City Point Standard Hill Nottingham shown edged green for identification purposes only on Plan One and being part of the land registered under the above Title Number

4 THE PROPERTY Apartment No.8 City Point City Point Standard Hill Nottingham

5 PREMIUM

6 ANNUAL RENT £250.00 (TWO HUNDRED AND FIFTY POUNDS)

7 TENANT'S SHARE OF TOTAL EXPENDITURE 4.26 per centum as to those services listed in Part I of the Sixth Schedule  
5.18 per centum as to those services listed in Part II of the Sixth Schedule  
5.18 per centum (or such other percentage which is less than this

figure and which may be nominated from time to time by the Landlord based on the total number of dwellings constructed on the Estate from time to time) as to those services listed in Part III of the Sixth Schedule

8 TERM

125 years from 21<sup>st</sup> January 1998

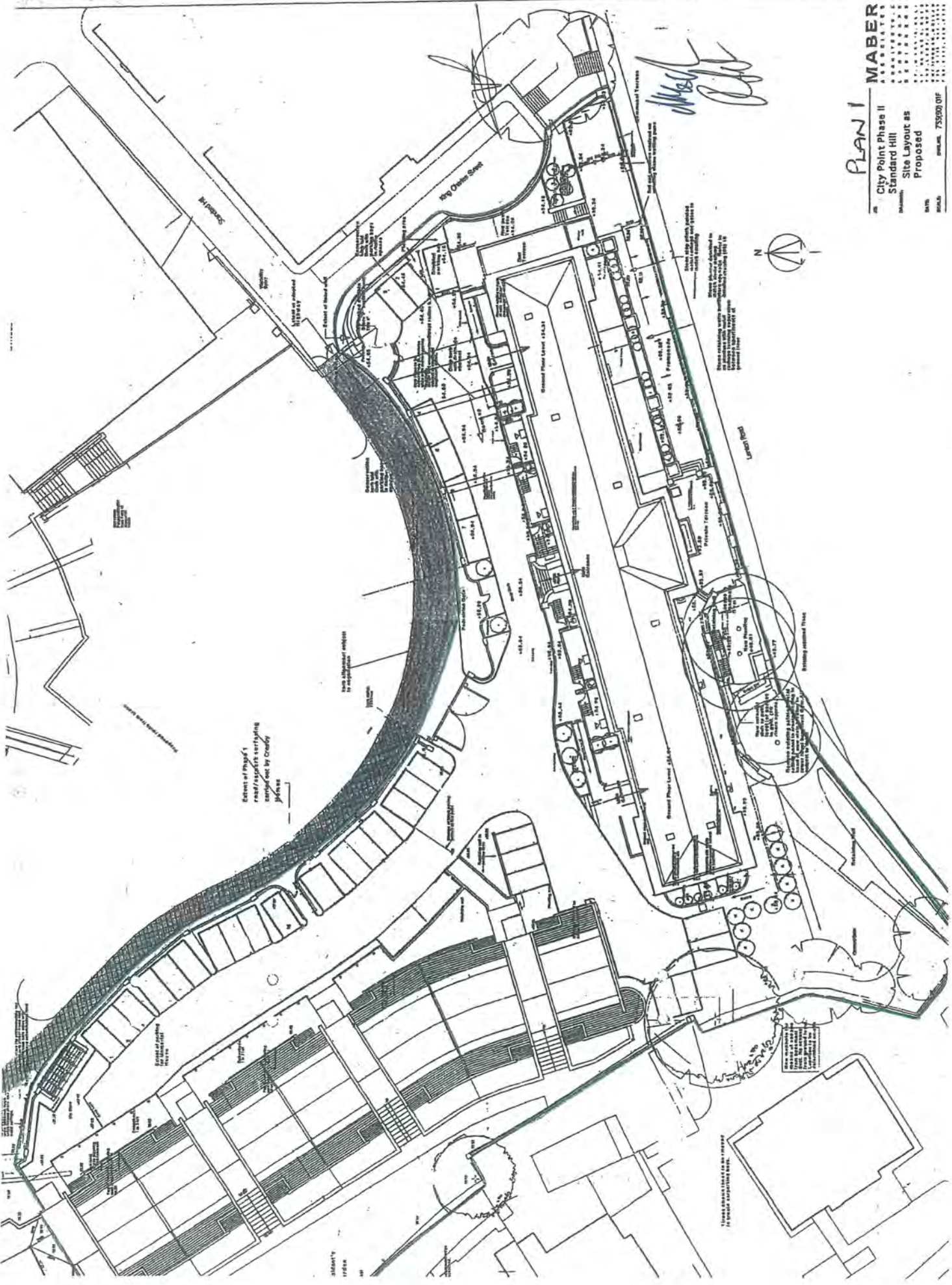
**THIS LEASE** made on the date stated in the Particulars **BETWEEN** (1) the Landlord specified in Paragraph 1 of the Particulars ("the Landlord") and (2) the person or persons specified in Paragraph 2 of the Particulars ("the Tenant")

WITNESSETH as follows:

DEFINITIONS In this Deed the following expressions have where the context so admits or requires the following meanings:-

- 1 "the Access Road" means the road shown for identification purposes only coloured brown and in part cross hatched black on Plan One or any amended route thereof as may be permitted by the Estate Deed "
- 2 "the Accounting Period" shall mean a period commencing on the 1st day of January and ending on the 31st day of December in any year or such other period as the Landlord shall from time to time specified
- 3 "the Annual Rent" means the annual rent specified in Paragraph 6 of the Particulars
- 4 "the Bin Stores" means the area edged blue on the Plan Four
- 5 "the Building" means the building known as City Point erected on the Estate of which the Premises form part and any other building intended for disposal by way of long leases constructed by the Landlord on any other part of the Estate
- 6 "the Common Parts" means all those parts of the Estate available for the common use of two or more Owners including but without prejudice to the generality of the foregoing the Access Road and other access roads walkways gates gardens landscaped areas main entrances corridors landings lifts staircases the Bin Stores security video plant boxes communal television aerial cable television communal water supply communal lighting the Fitness Suite and all other areas and facilities provided by the Landlord for the common use of residents of the Estate and their visitors but excluding (for the avoidance of doubt) any areas to which any tenant has been granted exclusive rights
- 7 "Conducting Media" means sewers drains pipes wires cables ducts and any other types of conducting media from time to time used for the passage of soil water gas electricity or other services of any kind either now existing or created at any time





**PLAN I**  
 City Point Phase II  
 Standard Hill  
 Site Layout as  
 Proposed  
 DATE: 08/11/00  
 DRAWN: 735030 DIF

Elevation of Phase I  
 roof/surface verifying  
 completed by Crosby  
 1/16/00



*Maber*

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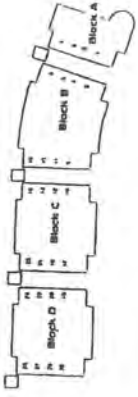
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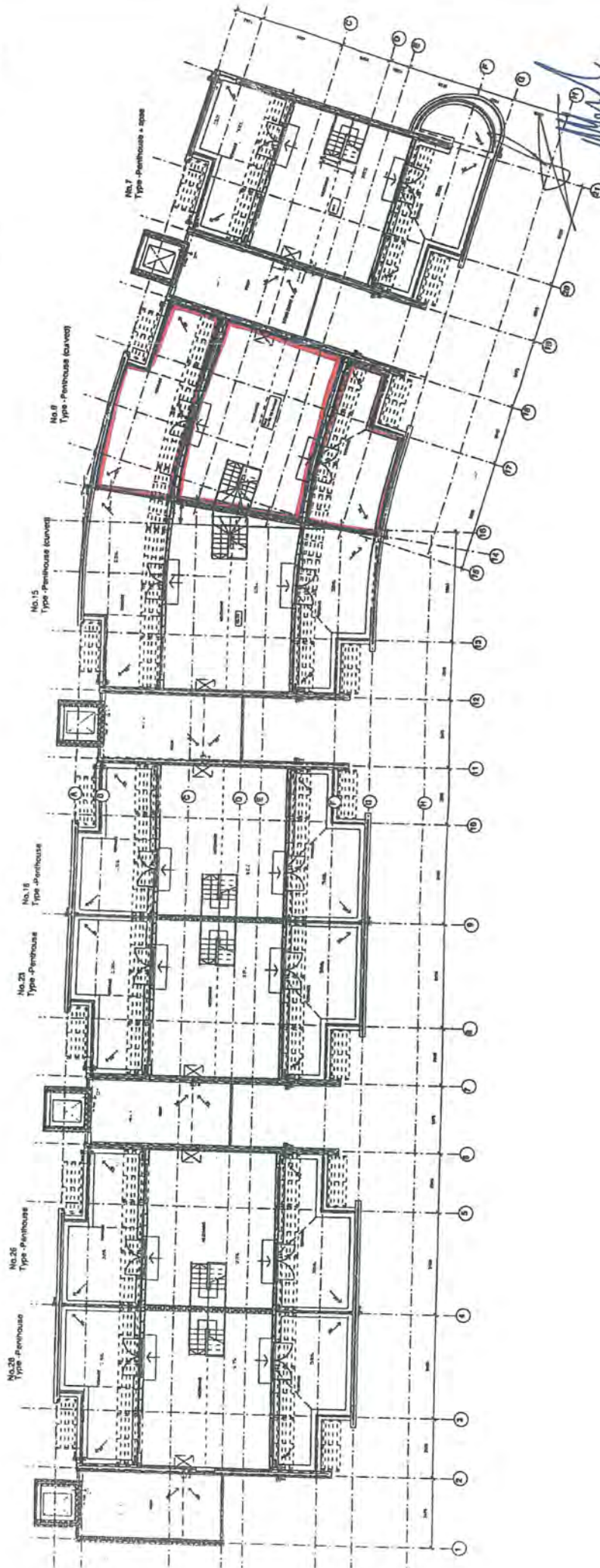
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DO NOT SCALE FROM THIS DRAWING.  
DIMENSIONS AND LEVELS TO BE CHECKED ON SITE BY THE  
CONTRACTOR.  
ALL DIMENSIONS SHALL BE IN METERS UNLESS OTHERWISE NOTED.  
ALL LEVELS IN METERS UNLESS OTHERWISE NOTED.



BLOCK PLAN  
Scale 1/500



**PLOT 8**

PLAN 2

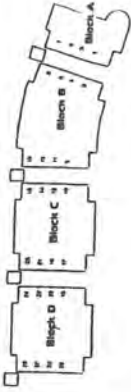
REV. H 18/03/04  
Plan updated to give 1:20 drawings for site planning consent.  
REV. G 18/03/04  
1:20 drawings for planning consent plus an 1:500, Plot Area (unimproved) 2002. Plot numbers as per  
STATUS.

**FOR REFERENCE ONLY**

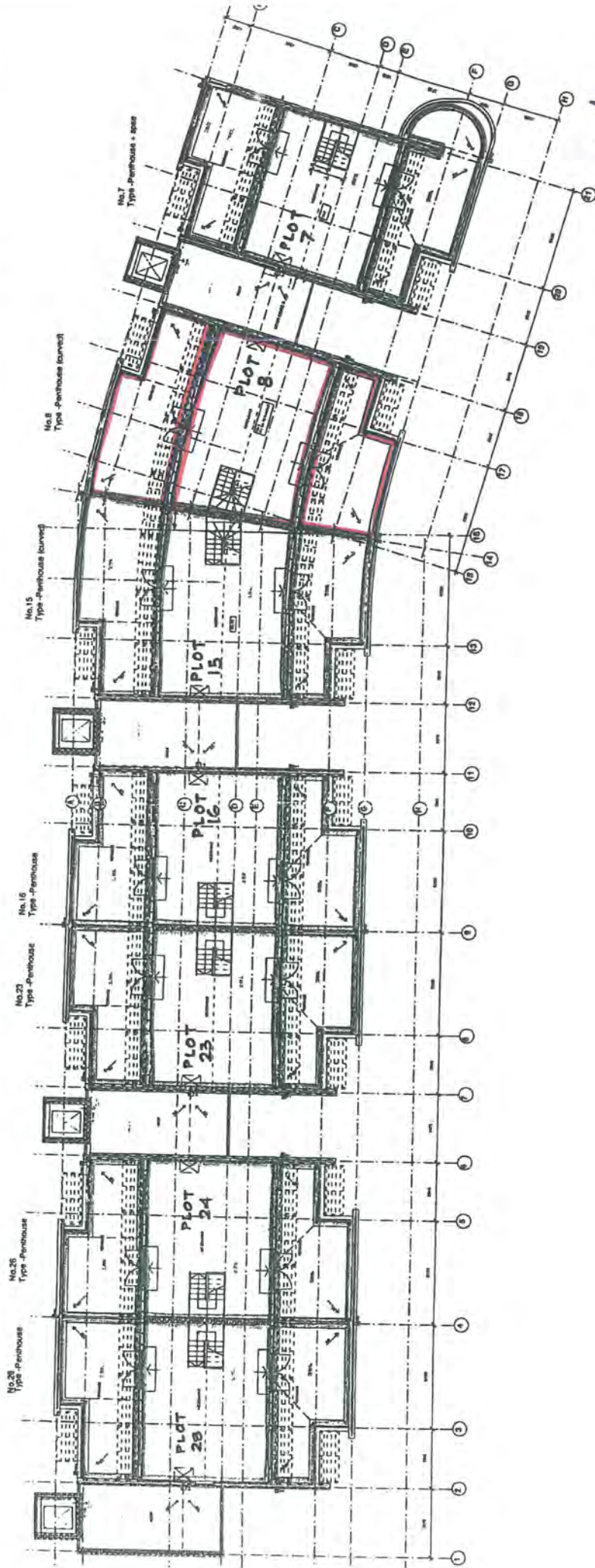
Job: PARK HILL, ROYAL STANDARD HILL,  
NOTTINGHAM  
DRAWING: MEZZANINE FLOOR PLAN  
DATE: 02.12.1998  
SCALE: 1:200  
DRAWING NO: 755/200001  
11/00001

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 ALL LEVELS IN METRES UNLESS OTHERWISE NOTED.



Blocky Plan  
 Scale: 1/2500



MEZZANINE FLOOR  
 PLOTS 7, 8, 15, 16, 23, 24 + 28

*[Handwritten signature]*

REV. H. 14.02.00 B.M.  
 Plan updated as per 1:50 drawings for construction purposes.  
 REV. G. 04.02.00 B.M.  
 Plan updated as per 1:50 drawings for construction purposes.  
 REV. F. 03.02.00 B.M.  
 Plan updated as per 1:50 drawings for construction purposes.  
 SCALE: 1:200 (incl. in 1:500)

FOR REFERENCE ONLY PLANS

ARCH: MABER  
 DRAWING: MEZZANINE FLOOR PLAN  
 DATE: 05.10.1998  
 SCALE: 1:200 (incl. in 1:500)

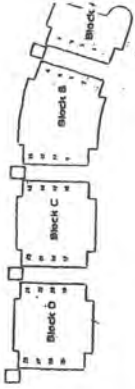
Approved by  
 the Department of  
 Planning and  
 Building  
 on 10/10/98  
 for the purpose  
 of the  
 Building Act 1975.



# MASTER PARKING ALLOCATION

DRAWING 26 AUGUST 99

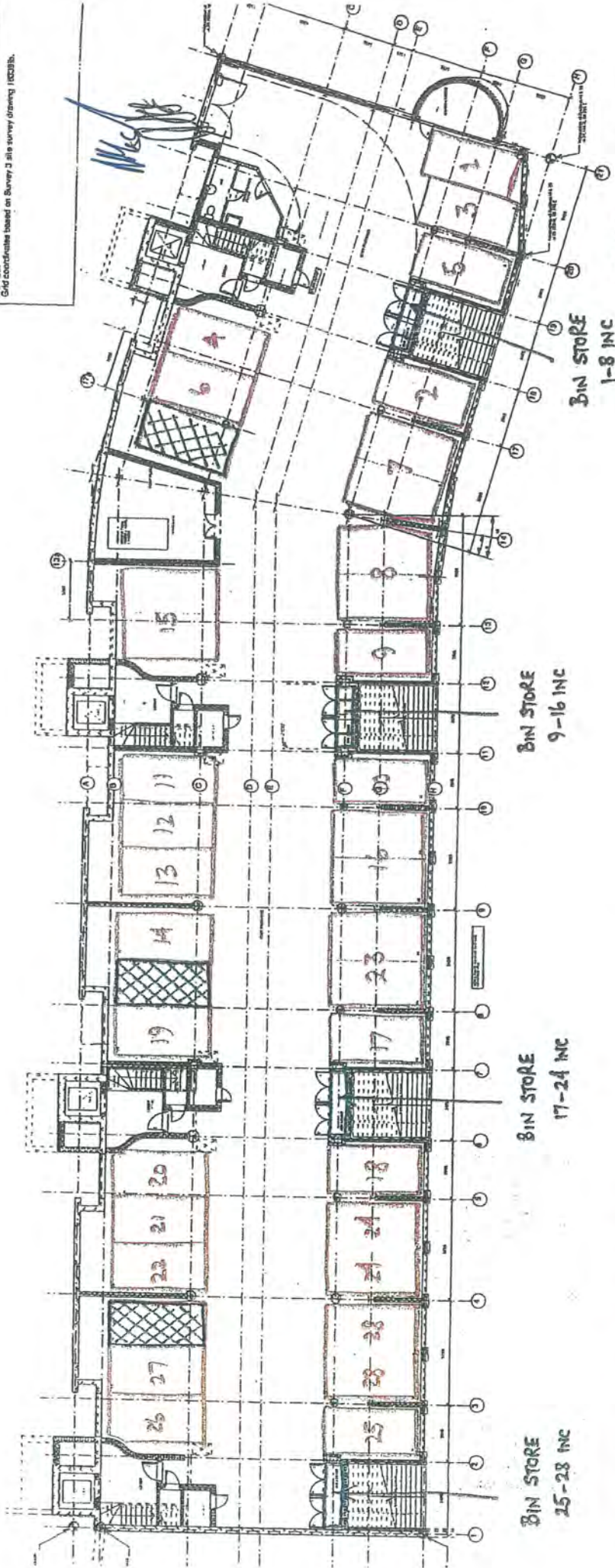
DIMENSIONS AND LEVELS TO BE CHECKED ON SITE BY THE CONTRACTOR. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED. ALL LEVELS IN METRES UNLESS OTHERWISE NOTED.



BLOCK PLAN  
SCALE 1/500



NOTES:  
Grid coordinates based on Survey 3 site survey drawing (10/88).



PRELIM DESIGN ONLY  
This drawing is for preliminary design only. It is not to be used for construction purposes. All dimensions and levels are subject to change without notice. The contractor shall verify all dimensions and levels on site. The contractor shall be responsible for any errors or omissions in this drawing. The contractor shall be responsible for any costs incurred in connection with this drawing. The contractor shall be responsible for any delays or disruptions caused by this drawing. The contractor shall be responsible for any damages or losses caused by this drawing. The contractor shall be responsible for any claims or liabilities arising from this drawing. The contractor shall be responsible for any legal or regulatory requirements applicable to this drawing. The contractor shall be responsible for any safety or health requirements applicable to this drawing. The contractor shall be responsible for any environmental requirements applicable to this drawing. The contractor shall be responsible for any other requirements applicable to this drawing.

FOR REFERENCE **PLAN 4**  
**MABER**  
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**UNALLOCATED PARKING BAYS**  
 AVAILABLE AT EXTRA COST BY  
 AGREEMENT.

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within the Perpetuity Period and any fixtures and fittings connected to or forming part of any Conducting Media

- 8 "the Estate" means the Landlord's estate specified in Paragraph 3 of the Particulars and shall include (where the context so admits) the Building the Common Parts and each and every other part thereof
- 9 "the Estate Deed" means the deed dated 31<sup>st</sup> October 1997 and made between Royal Life Insurance Limited (1) Secretary of State for Health (2) and Old Hall Development Corporation Limited (3) and the Deeds of Covenant dated 1<sup>st</sup> November 1997 and 14<sup>th</sup> November 1997 and made in both cases between the Landlord and the parties to the Estate Deed and the Landlord
- 10 "the Excepted Rights" means the easements rights and privileges specified in the Third Schedule
- 11 "the Fitness Suite" means the fitness suite situate at Royal Standard House and the staircases and passages and ways leading thereto
- 12 "the Included Rights" means the easements rights and privileges specified in the Second Schedule
- 13 "the Insured Risks" means such of the following risks against which the Landlord can effect insurance on reasonable terms in the UK insurance market:-
- a) fire explosion storm tempest lightning flood burst pipes escape of water impact aircraft and articles dropped therefrom aerial devices riot civil commotion and malicious damage and such other risks as the Landlord shall think fit
  - (b) liability of the Landlord arising out of or in connection with any matter involving or relating to the Estate including without prejudice to the generality property owners employers and public liability and
  - (c) the loss of Annual Rent Interim Charge and Service Charge payable under this Lease from time to time for three years or such longer period as the Landlord may from time to time reasonably deem to be necessary for the purposes of carrying out planning and carrying out rebuilding or reinstatement

- 14 "Interest" means interest at the Prescribed Rate during the period beginning on the first day on which the relevant sum is due ending on the date on which payment is made whether before or after judgement compounded on the usual quarter days
- 15 "the Interim Charge" means such sum or sums to be paid on account of the Service Charge in respect of each Accounting Period as the Landlord shall specify to be a fair interim payment PROVIDED THAT if it should appear necessary or appropriate to the Landlord to adjust the Interim Charge during any Accounting Period the Interim Charge may be increased or decreased (as the case may be) by the relevant adjustment being made to the amount of Interim Charge demanded at any time
- 16 "the Landlord" means the person for the time being entitled to the reversion expectant on the determination of the Term
- 17 "the Owners" means the tenants and their successors in title of the dwellings on the Estate
- 18 "the Parking Space" means the car parking space shown edged in red on Plan Four and marked "8"
- 19 "the Perpetuity Period" means the first eighty years of the Term
- 20 "Plan One" and "Plan Two" and "Plan Three" and "Plan Four" means the plans annexed hereto and marked as such
- 21 "the Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and s106 Town and Country Planning Act 1990
- 22 "the Premises" means the Property referred to in Paragraph 4 of the Particulars and more fully described in the First Schedule
- 23 "the Premium" means the sum of money specified in Paragraph 5 of the Particulars



- 24 "the Prescribed Rate" means 4% per annum above the base lending rate from time to time of Lloyds Bank Plc (or such other bank being a member of the committee of London clearing banks as the Landlord may nominate) calculated on a daily basis or if that base lending rate is no longer published or available for use 4% per annum above such other comparable rate of interest as the Landlord reasonably specifies
- 25 "Schedule" means the relevant schedule to this Lease and "Clause" means the relevant clause to this Lease but the clause headings shall not affect the interpretation hereof
- 26 "the Service Charge" means the percentage specified in Paragraph 7 of the Particulars of the Total Expenditure or (in respect of the Accounting Period during which this Lease is executed) such proportion of such percentage as is attributable to the period from the date of this Lease to the end of the Accounting Period
- 27 "the Services" means the services set out in the Sixth Schedule
- 28 "the Tenant" means the Tenant for the time being entitled to the Term and where the Tenant consists of two or more persons all covenants and agreements by or with the Tenant shall be construed as being covenants by and with such persons jointly and severally
- 29 "the Term" means the term of years specified in Paragraph 8 of the particulars
- 30 "Total Expenditure" means the total expenditure reasonably and properly incurred by the Landlord in any Accounting Period in providing the Services and may include any other costs and expenses properly incurred in connection therewith including (without prejudice to the generality of the foregoing):-
- (a) the cost of employing any managing agents
  - (b) the costs of any Accountant or Surveyor employed to determine the Total Expenditure and the amount thereof payable by the Tenant under the terms of this Lease
  - (c) any interest or other charges arising from the Landlord borrowing money to enable it to carry out its obligations under the terms of this Lease

- (d) all Value Added Tax or other similar tax payable by the Landlord in respect of the Services insofar as the same are not recoverable by the Landlord as an input
- (e) the cost of calculating the service charge and the payments on account payable and the issue of the certificates referred to in the Fifth Schedule the preparation of accounts and audits made for the purpose and of recovering service charges and payments from the Owners
- (f) all professional charges fees and expenses payable by the Landlord in respect of the matters mentioned in paragraphs (a) (b) and (e) above insofar as not specifically charged in the Sixth Schedule

## **2 DEMISE AND RENT**

In consideration of the Premium paid to the Landlord by the Tenant on or before the execution hereof (the receipt whereof the Landlord hereby acknowledges) and of the respective rents and the covenants hereinafter reserved and contained the Landlord HEREBY DEMISES with Full Title Guarantee unto the Tenant ALL THOSE the Premises TOGETHER WITH the Included Rights but EXCEPT AND RESERVING unto the Landlord and the Owners the Excepted Rights TO HOLD the Premises unto the Tenant for the Term YIELDING AND PAYING therefore yearly during the Term the annual rent and by way of further rent such sums of Service Charge as are payable in accordance with the provisions of Clause 3 hereof SUBJECT TO the matters contained or referred to in the registers of the Title Number to the Estate insofar as they relate to or affect the Premises

## **3 TENANT'S COVENANTS**

The Tenant HEREBY COVENANTS with the Landlord as follows:-

### **3.1 Tenant's Covenants to pay rents and Interest**

- 3.1.1 To pay the Annual Rent by half yearly payments in advance on 1<sup>st</sup> January and 1<sup>st</sup> July in each year (with the first payment to be made on the date hereof for the period from the date hereof to the next payment date) without any deduction and without any right of set-off whether legal or equitable
- 3.1.2 To pay to the Landlord on demand Interest accruing in respect of any of the sums due from the Tenant to the Landlord under this Underlease (whether or not lawfully demanded) which remain unpaid for more than 14 days after becoming due whether or not any such sums have been refused by the Landlord so as not to waive any breach of covenant

**3.2 To pay outgoings**

To pay all rates taxes duties assessments charges impositions and outgoings whether or not of a novel nature which may now or at any time be assessed charged or imposed upon the Premises or any part thereof or the owner or occupier in respect thereof

**3.3 To permit entry**

To permit the Landlord and its duly authorised surveyors or agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of viewing and examining the state of repair thereof

**3.4 To repair on notice**

In accordance with the Tenant's covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Premises of which notice in writing shall be given by the Landlord to the Tenant within two calendar months next after the giving of such notice

**3.5 Alterations**

- (a) Not to make any structural alterations or additions to the Premises or any part thereof or any alterations to the exterior of the Premises and not to alter the colour texture or appearance of any glass in the windows
  
- (b) Not to make any internal non-structural alterations or additions without first having received the Landlord's written consent which shall not be unreasonably withheld or delayed

**3.6 Right of entry in case of disrepair**

If the Tenant shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Premises to permit the Landlord and/or its agents at all reasonable times with or without workmen and others to enter upon the Premises and repair decorate maintain or reinstate the same at the expense of the Tenant (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Landlord on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors' Counsels' and Surveyors' costs and fees reasonably incurred by the Landlord in

respect thereof) such cost to be recoverable by the Landlord as a debt and as if the same were rent in arrear

**3.7 To pay Service Charge**

Pay to the Landlord the Interim Charge and the Service Charge at the times and in the manner provided in the Fifth Schedule hereto both such charges to be recoverable in default as rent in arrear

**3.8 Costs of Notice under S.146 & 147**

To pay to the Landlord all costs charges and expenses including Solicitors' Counsels' and Surveyors' costs and fees at any time during the Term incurred by the Landlord in or in reasonable contemplation of any proceedings in respect of this Lease under Section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof including in particular all such costs charges expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Premises and the drawing up of schedules of dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

**3.9 Notices**

Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require the Tenant so to do to comply therewith at the Tenant's own expense and forthwith to deliver to the Landlord a true copy of such notice order direction or other thing and if so required by the Landlord at the joint expense of the Landlord and the Tenant to join with the Landlord in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Premises or any part of the Estate as the Landlord may reasonably consider desirable and to join with the Landlord in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Premises or any part of the Estate as the Landlord may reasonably consider desirable and to join with the Landlord in any such appeal or application to the Court against such notice order direction or other thing as the Landlord may reasonably consider desirable

**3.10 Planning Requirements**

Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Planning Acts and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof

**3.11 To comply with statutes**

To comply in all respects at the Tenant's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Premises (whether the same are to be complied with by the Landlord the Tenant or the occupier) and forthwith to give notice in writing to the Landlord of the giving of such order direction or requirement as aforesaid and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof

**3.12 To notify defects**

To notify the Landlord immediately on becoming aware of any defect in the Building or the Common Parts

**3.13 To yield up**

At the expiration or sooner determination of the Term quietly to yield up unto the Landlord the Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Tenant's fixtures) in or upon or which during the Term may be placed in or upon the same

**3.14 Lessor's Title**

To observe and perform the conditions stipulations covenants and restrictions contained or referred to in the Charges Register of the Landlord's title and the Estate Deed so far as they are still subsisting and relate to or affect the Premises and except where responsibility for performance is assumed by the Landlord pursuant to clause 5.5 below

**4 TENANT'S FURTHER COVENANTS**

The Tenant HEREBY COVENANTS with the Landlord and as a separate covenant with and for the benefit of the Owners that throughout the Term the Tenant will:



#### 4.1 Repair

Repair maintain renew uphold and keep the Premises and all parts thereof including so far as the same form part of or are within the Premises all window glass and doors (including the entrance door to the Premises) locks fastenings and hinges sanitary water gas and electrical apparatus and walls ceilings drains pipes wires and cables and all fixtures and additions together with the surface of the balcony patio or terrace (if any) forming part of the Premises and the railings fencing or other feature enclosing the same other than the external painted or treated surfaces thereof (but excluding any external wall of any premises adjoining) in good and substantial repair and condition save as to damage in respect of which the Landlord is entitled to claim under any policy of insurance maintained by the Landlord in accordance with the covenant in that behalf hereinafter contained except insofar as such policy may have been vitiated by the act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licensees or invitees

#### 4.2 Decoration

In every seventh year calculated from the date specified in Paragraph 8 of the Particulars and in the last year of the Term (howsoever determined) to paint with two coats of good quality paint or papers varnish colour grain and whitewash (as appropriate) the interior of the Premises

#### 4.3 Assignment and Underletting

- a) Not at any time to assign transfer sublet charge part with or share possession of part only of the Premises
- b) Not to assign transfer underlet or part with or share possession of the whole of the Premises without:
  - i in the case of any underletting the written consent of the Landlord which shall not be unreasonably withheld
  - ii the Landlord completing a certificate of consent to the assignment (which provided clause 4.3(b) has been satisfied the Landlord covenants to provide in a form reasonably acceptable to the Tenant) and the Landlord and the Tenant hereby apply to the Chief Land Registrar for the entry of a restriction in the Proprietorship Register of the above title "that except under an order of the Registrar no transfer assent or other disposition leading to a change in the proprietorship of the land is to be registered unless a certificate is furnished by the solicitor acting for the disponent that the provisions of clause 4.3 of the registered Lease have been complied with"

#### **4.4 Registration Assignments etc.**

Within four weeks next after any transfer assignment underletting charging or parting with or sharing possession (whether mediate or immediate) or devolution of the Premises to give notice in writing thereof and of the name and address and description of the transferee assignee underlessee chargee or person upon whom the relevant term or any part thereof may have devolved (as the case may be) and to deliver to the Landlord or its Solicitors within such time as aforesaid a certified copy of every instrument of transfer assignment underletting charging or devolution and every probate letters of administration order of the Court or other instrument effecting or evidencing the same and to pay to the Landlord's Solicitors a reasonable fee not being less than Forty pounds (£40) for the registration of every such notice together with Value Added Tax payable thereon at the current rate for the time being in force

#### **4.5 Repairs to other premises**

Permit the Landlord and each Owner with or without workmen and all other persons authorised by any of them at all reasonable times during the daytime and by three days prior notice in writing (but at any time in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of repairing or altering any part of the Estate or executing repairs or alterations to any adjoining or contiguous premises or for the purpose of making repairing maintaining supporting rebuilding cleansing lighting or keeping in good order and condition the Common Parts and all roofs foundations damp courses tanks sewers drains pipes aerials cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the Estate or any part thereof and also for the purposes of laying down maintaining repairing and testing drainage gas and water pipes and electric wires cables or other conducting media and for similar purposes the Landlord or other the persons so entering or authorising entry (as the case may be) making good all damage occasioned to the Premises as soon as is practicable

#### **4.6 Regulations**

Observe and perform the regulations in the Fourth Schedule PROVIDED THAT the Landlord reserves the right to add to alter or waive such regulations in its reasonable discretion

#### **4.7 Value Added Tax**

Pay the Value Added Tax on all taxable supplies received by the Tenant under or in connection with the Lease and to indemnify the Landlord in respect of any Value Added Tax

on any reimbursement of costs expenses registration fees or other monies payable by the Tenant under the Lease

## **5 LANDLORD'S COVENANTS**

The Landlord with the intent to bind itself and its successors in title the persons for the time being entitled to the reversion of the Premises immediately expectant on this Lease but not to bind itself after it shall have parted with such reversion or to incur further liability thereafter HEREBY COVENANTS with the Tenant as follows:-

### **5.1 Quiet enjoyment**

That the Tenant paying the rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Tenant to be performed and observed shall peaceably hold and enjoy the Premises (subject to the Excepted Rights) during the Term without any lawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord

### **5.2 Terms of other leases**

That every Lease or tenancy agreement of a dwelling in the Building hereafter granted by the Landlord shall contain regulations to be observed by the Tenant thereof in similar terms to those contained in the Fourth Schedule and also covenants of a similar nature to those contained in Clause 4

### **5.3 To Observe Regulations**

As to the parts of the Building retained by the Landlord or which may come into the possession of the Landlord by the determination or expiration of the lease or tenancy of any part of the Building at all times during the Term hereby granted to observe and perform or procure the observance of covenants of a similar nature to those contained in clause 4 hereof and the regulations specified in the Fourth Schedule

### **5.4 To Enforce**

At the request of the Tenant and subject to payment by the Tenant (and provision beforehand of security for) of the costs of the Landlord on a complete indemnity basis to enforce any covenants of a similar nature to those contained in clause 4 entered into with the Landlord by any of the Owners

### **5.5 Estate Deed**

Subject to payment being made by the Tenant of the Interim Charge and the Service Charge to comply with the provisions of the Estate Deed insofar as they relate to or affect the Premises or its beneficial use or occupation by the Tenant

### **5.6 Insurance**

To insure and keep insured (unless such insurance shall be vitiated by any act or default of the Tenant or any person claiming through the Tenant or his or their servants agents licences or invitees) the Estate against loss or damage by the Insured Risks in some insurance office of repute in an amount which represents the Landlord's reasonable estimate of the full reinstatement value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Landlord against such risks as are usually covered by a flat owners comprehensive policy and in the event of the Estate or any part thereof being damaged or destroyed by the Insured Risks or any of them as soon as is reasonably practicable to lay out the Insurance monies received in respect of such damage in the repair rebuilding or reinstatement of the Premises fixtures and fittings plant and machinery so damaged or destroyed subject to the Landlord at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in that respect PROVIDED THAT if any competent authority shall lawfully refuse permission for or otherwise lawfully prevent any rebuilding or reinstatement of the Estate or the same shall be otherwise frustrated or prevented all relevant insurance monies shall (subject and without prejudice to the rights of any other interested parties) be held by the Landlord upon such trusts for the Landlord the Tenant and the other Owners in such proportions as shall be agreed having regard to their respective interests in the Estate and in case of any dispute between the Landlord and the Tenant as to the term of such trusts as aforesaid the same shall be referred to an arbitrator or expert to be appointed in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party and such arbitrator shall act in accordance with the provisions of the Arbitration Act 1996 or any statutory amendment or re-enactment thereof for the time being in force

### **5.7 The Services**

Subject to and conditional upon payment being made by the Tenant of the Interim Charge and the Service Charge to carry out or provide the Services PROVIDED ALWAYS that the Landlord shall not be responsible for any inconvenience or loss occasioned by the failure or breakdown of any of such services or for any loss or damage occasioned by negligence or

default of the Landlord its agents or employees in regard to such services or the fulfilment of its obligations

## 6 FORFEITURE

PROVIDED ALWAYS and this Lease is made upon condition that if the respective rents hereby reserved or any part of the same respectively shall at any time be in arrear and unpaid for twenty-one days after the same shall become due (whether any formal or legal demand therefor shall have been made or not) or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Tenant to be performed or observed then it shall be lawful for the Landlord to re-enter upon the Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the premises thenceforth as if this Lease had not been made and the Term shall absolutely determine but without prejudice to any rights of action or remedy of the Landlord

## 7. PROVISOS

### PROVIDED FURTHER AND IT IS HEREBY AGREED AS FOLLOWS:-

7.1 Except so far as the same may be insured by any policy maintained under Clause 5.5 hereof the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of:-

- (a) any damage suffered by the Tenant or any servant agent or workman of the Tenant or any member of the Tenant's family or any licensee of his through any defect in any fixture Conducting Media meter lift staircase or thing in or upon the Estate or any part thereof (including the Building and the Premises)
- (b) any act neglect default omission misfeasance or nonfeasance of any caretaker porter or other of the Landlord's staff servants or any person acting under such caretaker porter staff or servant
- (c) any loss or damage or interference or annoyance suffered by the Tenant during the carrying out by the Landlord of repairs decorations additions alterations or other works whether structural or otherwise which may reasonably appear to the Landlord to be necessary or desirable to the Estate provided the same are carried out with proper skill and care

7.2 Nothing in this Lease shall impose any obligations on the Landlord to provide or install any system or service not in existence at the date hereof



- 7.3 No one employed by the Landlord in accordance with the provisions hereof shall be under any obligation to furnish attendance or make available their services to the Tenant (other than in the performance of the Landlord's obligations hereunder) and in the event of any such person employed as aforesaid rendering any services to the Tenant such person shall be deemed to be the servant of the Tenant for all purposes and the Landlord shall not be responsible for the manner in which such services are performed or for any damage to the Tenant or other persons arising therefrom
- 7.4 If the Tenant shall fail to pay any sums required to be paid by the Tenant under the terms of this Lease on the due date the same shall carry interest calculated on a daily basis with quarterly rests at the rate of four per centum per annum above the base rate of Lloyds Bank Plc (or such other bank as may be nominated by the Landlord from time to time)
- 7.5 If rights to a Parking Space are hereby granted then for such time as the development of the Estate remains incomplete or if at any time during the Term the Landlord requires to utilize the Parking Space for the purpose of carrying out repairs or otherwise the Landlord shall be entitled to enter and remain upon the Parking Space and require the Tenant to utilize an alternative temporary car parking space without payment of any fee or compensation to the Tenant PROVIDED THAT any damage occasioned to the Parking Space in the course of any building or other operation taking place during the completion of the development on the Estate shall be made good by the Landlord without expense to the Tenant as soon as may be conveniently practicable
- 7.6 If and whenever during the Term:-
- (a) the Premises or any part thereof or access thereto are destroyed or damaged by the Insured Risks or any of them so that the Premises or any part thereof are unfit for occupation and use and
  - (b) the insurance of the Premises has not been vitiated by the act neglect default or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and
  - (c) the loss of Annual Rent the Interim Charge and the Service Charge are at the time of the damage or destruction Insured Risks
- the Annual Rent the Interim Charge and the Service Charge according to the nature and extent of the damage sustained (the amount of such proportion to be determined by a surveyor

appointed by the Landlord acting as an expert and not as an arbitrator) shall be suspended and cease to be payable until the Premises the damaged part or the access thereto have been reinstated so as to be made fit for occupation or use

- 7.7 All sums paid to the Landlord in relation to the Interim Charge and the Service Charge including any sums retained by the Landlord by way of reserve or sinking funds in respect of the obligations of the Landlord to carry out the Services shall be credited to accounts separate from the Landlord's own money and shall be held by the Landlord on trust for the persons who from time to time shall be the Owners to apply the same and any interest accruing thereto for the purposes set out in this Lease and at the expiry of the Term any such sums unexpended shall be paid to the persons who shall then be the Owners in fair shares and as to the balance (if any) for the Landlord
- 7.8 Except in relation to the covenants set out in clause 4 nothing herein contained shall be deemed to create a letting Scheme for the Estate or any part or parts thereof and such Letting Scheme in relation to clause 4 is with the other tenant's covenants in this Lease subject to the terms of clause 8.9 hereof
- 7.9 The Landlord shall be at liberty to sell or otherwise dispose of or deal with any part of the Estate for such purposes and upon or subject to or free from such covenants restrictions stipulations provisions or conditions as it shall in its absolute discretion determine and as regards all or any part of the Estate which may already have been sold disposed of or dealt with by the Landlord or any person to whom this right shall have been expressly assigned shall be at liberty without the necessity of obtaining the consent of the Tenant to release or vary all or any of the covenants restrictions stipulations provisions or conditions imposed by the Landlord on the occasion of that sale or other disposition thereof
- 7.10 As soon as the original Landlord namely Crosby Homes (Midlands) Limited shall have sold its reversionary interest in the Estate it shall cease to have any liabilities or obligations under the terms of this Lease
- 7.11 Any reference to any statute in this Lease includes any modification extension or re-enactment of such statute for the time being in force and any instruments regulations directions orders or provisions made under it

7.12.

7.12.1 If the Landlord accepts or demands rent (including the Interim Charge and the Service Charge) after the Landlord or its agents have become aware of or have had notice of any breach of any of the Tenant's covenants under this Lease such acceptance of or demand for rent (including the Interim Charge and the Service Charge) will not waive any such breach or any of the Landlord's rights of forfeiture or re-entry in respect of it and the breach will be a continuing breach of covenant so long as it continues so that neither the Tenant nor any person taking any estate or interest under the Tenant will be entitled to set up any such acceptance of or demand for rent as a defence in any action or proceedings by the Landlord

7.12.2 If the Landlord reasonably and properly refuses to accept the rent (including the Interim Charge and the Service Charge) payable under this Lease as a result of a breach of covenant by the Tenant the Tenant will pay the Landlord on demand on the forfeiture of this Lease or when the breach has been remedied a sum equal to the aggregate of the instalments of such refused rent together with Interest in respect of the periods commencing when the respective instalments fell due for payment under this Lease up until the date of payment

7.13 The Tenant is not entitled to make any counterclaim or set-off against any payments due to the Landlord under this Lease and agrees to make all such payments in full irrespective of any equity of set-off or any counterclaim of any nature on the part of the Tenant

7.14

7.14.1 All consideration in respect of the supply of goods or services by the Landlord to the Tenant under this Lease is exclusive of any VAT which may be chargeable on it and on the date upon which a supply is treated as having been made for the purposes of the Value Added Tax Act 1994 ("VATA") the Tenant becomes liable to pay to the Landlord an amount equal to any such VAT

7.14.2 Where this Lease requires the Tenant to pay repay reimburse or provide any amount or other consideration in respect of a supply made to the Landlord of goods or services liable to VAT then the Tenant will pay to the Landlord a sum equal to any VAT charged to the Landlord on that supply less any part of that VAT for which the Landlord is entitled to credit under Sections 24 to 26 VATA or which the Landlord is otherwise able to recover except that where the VAT supply relates partly to the Premises and partly to other property then the Tenant's covenant is a covenant to pay to the Landlord a fair proportion (to be conclusively determined by the Landlord) of that sum

7.14.3 The Landlord is entitled to exercise any option conferred by law to treat any supply made by the Landlord to the Tenant under this Lease as a VAT supply and in exercising any such option the Landlord is not obliged to have regard to the interests of the Tenant

## **8 SERVICE OF NOTICES**

- 8.1 Any notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to the Tenant without his name or generally to the person interested without any 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 or abode or business of the Tenant or other person to or upon whom it is to be given or served or is affixed or left on the Premises
- 8.2 Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a 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

## **9 CERTIFICATION**

**IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £250,000:00

£500,000 ✓

IN WITNESS whereof the parties hereto have duly sealed and executed this Lease on the date specified as Date of Lease in the Particulars

## **FIRST SCHEDULE THE PROPERTY ("THE PREMISES")**

The Penthouse edged red on Plan Two and Plan Three as specified in Paragraph 4 of the Particulars including:-

- (a) The internal plastered coverings and plaster work of the walls bounding the demise and the doors and door frames fitted in such walls (other than the external painted or treated surfaces of such doors and door frames) and window glass and
- (b) The internal walls and partitions and the plastered coverings and plaster work thereof lying wholly within the demise and the doors and door frames fitted in such walls and partitions and
- (c) The plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards (if any) and supporting joists (if any) and the whole of any internal staircases within the demise and
- (d) All Conducting Media which are laid in any part of the Building and serve exclusively the demise and
- (e) All fixtures and fittings in or about the demise and not hereafter expressly excluded from this demise
- f) All balcony patio and terrace surfaces railings fencing or other features thereof (other than the external painted or treated surfaces thereof)

But excluding:-

- i any part or parts of the Building including the roof void and foundations (other than any Conducting Media expressly included in this demise) lying above the said surfaces of the ceilings or below the said surfaces of the floors or below the said floorboards supporting joists or lying between the said ceiling surfaces and the said floorboards joists or other surfaces of the floor of the storey above included within the demise
- ii all of the window frames main walls timbers and joists and exterior walls of the Building and any of the internal walls or partitions where such walls or partitions separate the Premises from another dwelling or the Common Parts except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included in this demise
- iii any Conducting Media in the Building which do not serve the demise exclusively



**SECOND SCHEDULE**

**THE INCLUDED RIGHTS**

If and so long as the Tenant shall punctually make payment of the Annual Rent the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:-

- 1 Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the use and enjoyment of the Premises and subject to such regulations as the Landlord may make from time to time to use the Common Parts PROVIDED ALWAYS the Landlord shall have the right temporarily to close or divert any of the Common Parts subject to leaving available reasonable and sufficient means of access to and from the Premises and PROVIDED FURTHER THAT the rights to use the Access Road shall be with or without vehicles as to that part of the Access Road as is coloured brown only but on foot only as to that part of the Access Road coloured brown and cross hatched black
- 2 The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and the Estate as enjoyed at the date hereof
- 3 The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil gas electricity and other services from and to the Premises through the Conducting Media laid in or through the Estate and which serve the Premises
- 4 The right for the Tenant insofar as is reasonably necessary with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Estate for the purposes of:-
  - (a) repairing cleansing maintaining or renewing any such Conducting Media which exclusively serve the Premises or
  - (b) repairing and maintaining and carrying out permitted alterations or other building works to the Premises or any part of the Building or Estate giving subjacent or lateral support shelter or protection to the Premises subject in either case to the Tenant causing as little disturbance and damage as possible and forthwith making good any damage caused
- 5 The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by any of the Owners with the Landlord similar to those contained in Clause 4
- 6 The right (in common with all others entitled to the like right) to connect any wireless or television set in the Premises with any aerials or cable television systems in the Building for

the time being provided by or on behalf of the Landlord provided that nothing herein contained shall oblige the Landlord to provide any such aerials or cable television systems

- 7 Subject to Clause 7.5 the exclusive right to use the Parking Spaces for the parking of two private motor vehicles only PROVIDED THAT the Landlord is not under any obligation to ensure that third parties do not use the Parking Space
- 8 The exclusive right to use the balcony (if any) abutting the Premises

### **THIRD SCHEDULE THE EXCEPTED RIGHTS**

- 1 Easements rights and privileges over along through and in respect of the Premises equivalent to those set forth in Paragraphs 2 3 and 4 of the Second Schedule Provided that the rights equivalent to those in paragraph 4 shall include the right to make connections to conducting media and within the perpetuity period to lay new media
- 2 Full rights and liberty for the Landlord and its duly authorised servants surveyors or agents with or without workmen and others upon giving three days' previous notice in writing at all reasonable times (or in case of emergency at any time without notice) to enter the Premises for the purposes of:-
  - (a) carrying out any of the Landlord's obligations under this Lease or
  - (b) inspecting cleaning maintaining repairing altering or renewing or rebuilding any parts of the Estate or any adjoining or neighbouring property
- 3 The right to erect and maintain such wireless and television aerials and other telecommunication receiving equipment on any part of the Building (other than the Premises) for the use of the occupiers of the Building and to run wires connecting such aerials or equipment or any cable television systems through the Premises
- 4 Full right and liberty for the Landlord in its absolute discretion to deal as it may think fit with any part of the Estate or any lands or premises adjacent or near to the Estate and to erect thereon any buildings whatsoever and to make any alterations and carry out any demolition rebuilding or other works which they may think fit or desire to do whether such buildings alterations or works shall or shall not affect or diminish the access of light or air to the Premises AND PROVIDED that any such works of construction demolition or alteration are carried out with due regard to modern standards and method of building and workmanship the Tenant shall permit such works to continue without interference or objection or the right to any compensation whatever

5 all easements quasi-easements and rights in the nature of easements enjoyed over the Premises

**FOURTH SCHEDULE REGULATIONS**

- 1 Not at any time to use or occupy or permit the Premises to be used or occupied except as a private residence only with parking for one (or two where applicable) private motor vehicle and to use the Parking Space(s) solely for the parking of one private motor vehicle(s)
- 2 Not at any time to use or permit the use of either the Premises or any part or any other part of the Estate thereof for business purposes
- 3 Not to do or permit or suffer in or upon the Premises or any part thereof or elsewhere on the Estate any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord or the Owners or the occupiers of any part of the Building or of any adjoining or neighbouring premises
- 4 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Estate or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Premises and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation and if the Estate or any part thereof is destroyed or damaged and the insurance money under any policy or policies of insurance is wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant will immediately pay the Landlord the whole or (as appropriate) a fair proportion of the cost of completely rebuilding and reinstating the Estate including professional fees and all incidental costs and expenses and interest all such payments to be recoverable as rent in arrear
- 5 Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Premises
- 6 Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practise or permit the practising of any singing in the Premises or elsewhere on the Estate at any time so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building and for the purposes hereof the decision of the Landlord (or of a Surveyor appointed by the Landlord for the purposes of this paragraph) as to what constitutes a nuisance or annoyance shall be final and binding on the parties
- 7 Not at any time to put on or in any window or on the exterior of the Premises so as to be visible from outside any name writing drawing signboard placard or advertisement of any

kind whatever or any unsightly object or anything which in the opinion of the Landlord is offensive

- 8 Not to hang or expose in or upon any part of the Premises or any balcony patio or terrace or lightwell so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Premises any flower box pot or other like object save that the Tenant may place flowerpots and tubs and suitable exterior furniture on any balcony or terrace which is demised to the Tenant nor to shake any mats brooms or other articles inside any part of the Building (other than the Premises) or out of the windows either of the Premises or of any part of the Building
- 9 Not to keep any bird reptile dog or other animal in the Premises without the previous consent in writing of the Landlord (such consent to be granted or withheld at the reasonable discretion of the Landlord) and such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any other owner tenant or occupier in the Building and not to permit any dog or other animal of the Tenant or under the Tenant's control to foul any of the roads footpaths or other parts of the Estate
- 10 Not to carry out upon any part of the Estate any repairs to any motor vehicle (except in case of an emergency)
- 11 Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads parking spaces or passageways adjacent or leading to the Building or forming part of the Estate any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or occupier of the Premises or by any of his or their friends servants or invitees and to observe all regulations made by the Landlord from time to time relating to the parking of such vehicles
- 12 Not to park or accommodate any commercial vehicle caravan trailer or motorboat on any parking space or any other part of the Estate
- 13 Not to permit or suffer any invitees friends servants or employees of the Tenant or their children to play upon any staircases landings or passageways in or about the Building
- 14 To cover and keep covered the floor of the Premises with carpet or (in the case of the kitchen utility room and bathroom only) other suitable sound deadening material
- 15 At all times when not in use to keep shut the entrance door to the Premises and the Building and between the hours of Eleven p.m. and Eight a.m. not to make any avoidable noise in any part of the Building
- 16 To keep any vehicles parked on the Estate over which the Tenant has control or authority taxed and in a roadworthy condition
- 17



- (a) Not to use or permit the user of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights
  - (b) To remove forthwith upon being so required by the Landlord any object of or obstruction by the Tenant or his licensee in the Common Parts and to pay to the Landlord on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk
- 18 At least once in every month of the said term to cause to be properly cleaned all internal and external surfaces of the windows of the Premises and at all times to keep such windows properly curtained in a style appropriate to a private residence
- 19 Each morning to empty any rubbish of the previous day suitably wrapped into the refuse receptacles or other means of refuse disposal (if any) provided by the Landlord in the Bin Store
- 20 Not at any time to interfere with the external painted or treated surfaces of the Premises (including any railings or fencing of any balcony patio or terrace) or of any other part of the Building
- 21 To pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors to any part of the Estate or to the passages landings stairs or entrance halls thereof or to the person or property of the Tenant or occupier of any other Property in the Building by the carrying in or removal of furniture or other goods to or from the Premises or otherwise howsoever
- 22 To submit any dispute difference or complaint that may arise between the Tenant and the tenant or occupier of any other dwelling in the Building in respect of the use or occupation of the Premises or any other part of the Building to the Landlord before taking any further or other steps or proceedings in relation thereto
- 23 Without prejudice to the generality of the foregoing or of regulation 13 hereof to observe and perform all regulations made relating to the Common Parts
- 24 At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Landlord may from time to time in their reasonable discretion think fit to make for the management care and cleanliness of the Estate and the comfort safety and convenience of all the occupiers thereof
- 25 Not to display or permit the display on either the Estate or any adjoining land of any board for the sale or letting of the Premises
- 26 Not to erect any television radio or other aerials satellite dishes or other means of receiving telecommunications upon the Premises whatsoever



- 27 Forthwith after losing any security tags pass keys swipe cards or means of gaining access to any part of the Estate to report such loss to the Landlord or its Managing Agent

#### **FIFTH SCHEDULE THE SERVICE CHARGE**

- 1 The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid to the Landlord by equal quarterly payments in advance on the 1st day of January April July and October in each year of the Term and in the case of default the same shall be recoverable from the Tenant as rent in arrear
- 2 As soon as is practicable after the expiration of each Accounting Period the Landlord or its accountants shall prepare a Service Charge Account ("the Certificate") in respect of each such Accounting Period which shall be served upon the Tenant containing the following information:-
  - (a) the amount of the Total Expenditure for that Accounting Period
  - (b) the amount of the Interim Charge paid by the Tenant in respect of that Accounting Period together (in each case) with the surplus (if any) carried forward from the previous Accounting Period
  - (c) the amount of the Service Charge in respect of that Accounting Period and the excess or deficiency (as the case may be) of the Service Charge over the Interim Charge
- 3 In respect of any Accounting Period if the Interim Charge paid by the Tenant exceeds the Service Charge for that period any surplus so paid ("the Surplus") shall be carried forward by the Landlord and credited to the account of the Tenant in computing the Service Charge in succeeding Accounting Periods as hereinafter provided save that the Surplus shall not include any sums set aside for the purpose of a sinking or reserve fund or funds
- 4 In respect of any Accounting Period if the Service Charge (after crediting the Surplus if any) exceeds the Interim Charge paid by the Tenant in respect of that Accounting Period then the Tenant shall pay the excess to the Landlord within twenty-one days of service upon the Tenant of the relevant Certificate referred to in paragraph 2 hereof and in case of default the same shall be recoverable from the Tenant as rent in arrear
- 5 Subject to any statutory provisions from time to time in force the said Certificate (save in respect of manifest error) shall be conclusive and binding on the parties hereto but the Tenant shall be entitled at his own expense within one month after the service of such Certificate to

request one free copy of the Accounts and to inspect at the offices of the Landlord or its Managing Agents the receipts and vouchers relating to the Total Expenditure

## **SIXTH SCHEDULE THE SERVICES**

The provision from time to time of services into or for the benefit of the Estate which without prejudice to such generality shall include those under the following heads (PROVIDED ALWAYS that the Landlord may at any time add to the heads of expenditure any depreciation or other allowance provision for future anticipated expenditure on or replacement of any installation equipment plant or apparatus or rental value of any part of the Estate in connection with the provision of the services thereto not previously included therein and from and after the relevant date of the exercise of this right such additional items of depreciation allowance provision expenditure or value shall be included in the calculation of the Service Charge):-

### **PART I**

#### **(expenses relating to lifts and lift shafts)**

Providing operating maintaining repairing inspecting overhauling renewing and generally keeping in good working order and condition the lifts lift doors and lift shafts and all plant and equipment relating thereto including making provision by way of reserve funds against the cost of replacement and renewal of the lifts

### **PART II**

#### **(expenses specific to the Building (other than the Fitness Suite) and the Parking Spaces)**

- 1 The compliance by the Landlord with every notice regulation requirement or order of any competent local or other authority or statute in respect of the Estate (but not in respect of the individual dwellings where these are the responsibility of the Owners)
- 2 Renewing repairing maintaining lighting decorating or otherwise treating rebuilding replacing and keeping free from and remedying all defects whatsoever and cleaning the main structure (including all concrete floors within the building other than surfaces thereof which form part of the Property) roof foundations and exterior of the Building (including balconies patios and terraces whether or not dedicated to the exclusive use of any tenant) all parts of the Estate outside of the Building such of the Conducting Media as may be enjoyed or used in common by tenants of dwellings in the Estate all Common Parts all hard standing and any other car parking spaces whether or not such car parking spaces are dedicated to the exclusive use of the Tenant or any particular Owner) and the electric gates to the lower ground floor parking

- together with all other facilities or conveniences which may belong to or be used for the Estate along or in common with other premises near or adjoining thereto including any amounts which the Landlord may be called upon to pay as a contribution towards such costs
- 3 Providing operating periodically inspecting maintaining in proper working order overhauling repairing renewing and replacing in whole or in part any heating and/or ventilating and/or air conditioning and hot and cold water systems and generators entry phones and security gates and other security equipment communal television aerials and cable systems and other telecommunication equipment and other plant serving the Estate (but not solely serving any individual dwelling) other than the lifts shafts and machinery
  - 4 The provision in relation to the Building (other than the Fitness Suite) of all fuel of any kind required for the boiler or boilers (if any) supplying the heating lighting ventilation and/or air conditioning and hot water systems and generating plant and other plant serving the Estate (but not solely serving any individual dwelling) and the electricity for operating the entry phones security gates and other security equipment communal television aerials and cable systems and other telecommunication equipment and providing all other services to or for the Estate
  - 5 Insuring the Building (other than the Fitness Suite) and the parking spaces in accordance with the Landlord's covenant in Clause 5.5 including any valuation for insurance purposes carried out from time to time
  - 6 Carpeting re-carpeting restoring cleaning decorating lighting and furnishing as appropriate all relevant Common Parts of the Building (other than the Fitness Suite) and the Parking Spaces and keeping the same in good repair and condition
  - 7 Keeping in a neat and tidy condition all landscaped and/or wooded areas within the Estate and planting turfing sowing paving and generally repairing renewing maintaining all such areas
  - 8 The payment of all charges assessments and other outgoings (if any) payable by the Landlord in respect of or as owner of any parts of the Building including without limitation water and sewerage charges
  - 9 The payment of all proper fees charges expenses and commissions of the Landlord in connection with the management and supervision of the Building (other than the Fitness Suite) (including but not by way of limitation the collection of rents and Service Charge the maintenance of the Estate and the production of service charge accounts)
  - 10 The payment of any expenses relating to settling any insurance claims relating to the Building (other than the Fitness Suite)
  - 11 Providing maintaining and when necessary replacing renewing or repairing of a security observation system for the Building (including but not by way of limitation the provision of

- alarms close circuit television and apparatus and fittings designed to prevent or limit vandalism)
- 12 So far as access is obtainable cleaning the interior and exterior of the windows in the Common Parts
  - 13 Providing and maintaining (where appropriate) and where necessary replacing furniture for use in the Building (other than the Fitness Suite)
  - 14 Providing maintaining and where necessary replacing such flags decorative lights and other decorations or other like amenities (if any) as the Landlord shall think fit and to provide with the Building (other than the Fitness Suite) and providing and maintaining floral and/or plant displays with the Building (other than the Fitness Suite)
  - 15 Providing hiring and replacing paladins or other refuse containers for the communal use of the tenants or occupiers of the Building and arranging for the collection of refuse and paying any Local Authority charges involved
  - 16 Providing maintaining and renewing all road markings directional and other notices posters boards or signs on or for the Estate
  - 17 Taking all steps deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contesting the incidents of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to the Building (other than the Fitness Suite)
  - 18 Providing fire fighting equipment appliances and any other signs or notices required by the Local Fire Officer and the cost of repair maintenance and renewal of the same
  - 19 Purchasing leasing hiring or renting any plant machinery or other item required for the purpose of carrying out any of the matters referred to in this Schedule
  - 20 Carrying out any other works or providing services or facilities of any kind whatsoever which the Landlord or its Managing Agents may from time to time consider desirable for the purpose of maintaining or improving the services or facilities in or for the Building (other than the Fitness Suite) and the Parking Spaces
  - 21 Retaining such sum or sums (if any) as the Landlord shall from time to time certify as desirable to be retained by way of a reserve fund against the cost of the repair maintenance and decoration of the Estate and for the replacement and renewal of the heating hot water air conditioning and ventilating plant apparatus and fittings (if any) and other plant and fixed equipment

### PART III



**(expenses relating to the Estate and the Fitness Suite but excluding the Building and any other Building constructed on the Estate)**

1. The compliance by the Landlord with every notice regulation requirement or order of any competent local or other authority or statute in respect of the relevant Common Parts
2. Renewing repairing maintaining lighting decorating or otherwise treating rebuilding replacing and keeping free from and remedying all defects whatsoever and cleaning all relevant Common Parts
3. Providing operating periodically inspecting maintaining in proper working order overhauling repairing renewing and replacing in whole or in part in relation to the relevant Common Parts any heating and/or ventilating and/or air conditioning and hot and cold water systems and generators security gates and other security equipment communal television aerials and cable systems and other telecommunication equipment and other plant
4. The provision in relating to the relevant Common Parts of all fuel of any kind required for the boiler or boilers (if any) supplying the heating lighting ventilation and/or air conditioning and hot water systems and generating plant and other plant and the electricity for operating security gates and cable systems and other telecommunication equipment and all other services
5. Insuring the relevant Common Parts in accordance with the Landlord's covenant in 5.5 including any valuation for insurance purposes carried out from time to time
6. Carpeting re-carpeting restoring cleaning decorating lighting and furnishing as appropriate all relevant Common Parts and keeping the same in good repair and condition (but not including the initial equipping of the fitness suite)
7. Keeping in a neat and tidy condition all landscaped and/or wooded areas within the relevant Common Parts and planting turfing sowing paving and generally repairing renewing all such areas
8. The payment of all charges assessments and other outgoings (if any) payable by the Landlord in respect of or as owner of any parts of the relevant Common Parts including without limitation water and sewerage charges
9. The payment of all proper fees charges expenses and commissions of the Landlord in connection with the management and supervision of the relevant Common Parts (including but not by way of limitation the collection of the Service Charge and the production of Service Charge accounts)
10. The payment of any expenses relating to settling any insurance claims relating to the relevant Common Parts
11. Providing maintaining and when necessary replacing renewing or repairing of a security observation system for the relevant Common Parts (including but not by way of limitation the



- provision of alarms close circuit television and apparatus and fittings designed to prevent or limit vandalism
12. So far as access is obtainable cleaning the interior and exterior of the windows in the relevant Common Parts
  13. Providing and maintaining (where appropriate) and where necessary replacing furniture for use:-
    - (a) in the relevant Common Parts
    - (b) by persons employed by the Landlord in or about the provision of the Services
  14. Providing maintaining and where necessary replacing such flags decorative lights and other decorations or other like amenities (if any ) as the Landlord shall think fit to provide and providing and maintaining floral and/or plant displays in the relevant Common Parts
  15. Providing hiring and replacing paladins or other refuse containers for the communal use of any Owners on the Lower Ground Floor and arranging for the collection or refuse and paying any Local Authority Charges involved
  16. Providing maintaining and renewing all road markings directional and other notices posters boards or signs on or for the Estate
  17. Taking all steps deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contenting the incidents of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the relevant Common Parts
  18. Providing fire fighting equipment appliance and other signs or notices required by the Local Fire Officer and the costs of repair and maintenance and renewal of the same
  19. Purchasing leasing hiring or renting any plant machinery or other item required for the purpose of carrying out any of the matters referred to in this Schedule
  20. Carrying out any other works or providing services or facilities of any kind whatsoever which the Landlord or its Managing Agents may from time to time consider desirable for the purpose of maintaining or improving the services or facilities in or for the relevant Common Parts
  21. Retaining such sum or sums (if any) as the Landlord shall from time to time certify as desirable to be retained by way of a reserve fund against the costs of the repair maintenance and decoration of the Estate and for the replacement or renewal of the heating hot water air conditioning and ventilating plant apparatus and fittings (if any) and other plant and fixed equipment serving the relevant Common Parts
  22. Making all payments due from the Landlord to any party pursuant to the provisions of the Estate Deed

EXECUTED AS A DEED BY  
CROSBY HOMES (MIDLANDS) LIMITED )  
in the presence of: )

..... Director

..... Secretary/Director

