

«Startup lease house cp» Dated

«year cp»

**F11 THROUGH**

**THERE ARE THREE PLANS**

**COUNTRYSIDE PROPERTIES (UK) LIMITED**

- and -

«mc name cp»

- and -

«buyer form name cp»

---

**H O U S E L E A S E**

---

relating to

Plot «plot number cp»

(«plot postal address line cp»)

«estate name cp» «estate locality cp»

(prescribed clauses)



**COUNTRYSIDE**

Places People Love

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LR1. DATE OF LEASE	
LR2. TITLE NUMBER(S)	<p><b>LR2.1 Landlord's title number(s)</b>  <b>PLOTS 203-212 ONLY &lt;&lt;AGL350155&gt;&gt;</b>  <b>PLOTS 162-168, 175-177, 181-198 ONLY &lt;&lt;AGL401493&gt;&gt;</b></p> <p><b>LR2.2 Other title numbers</b>  AGL329417 AGL305225 AGL386491 <b>PLOTS 203-212 ONLY</b>  &lt;&lt; AGL401493&gt;&gt; <b>PLOTS 162-168, 175-177, 181-198 ONLY</b>  &lt;&lt; AGL350155&gt;&gt;</p>
LR3. PARTIES TO THIS LEASE	<p><b>Landlord</b>  COUNTRYSIDE PROPERTIES (UK) LIMITED (Company Number 0614864) whose registered office is at «cp plc address cp» (“the Landlord”)</p> <p><b>Tenant</b>  «buyer form name cp» of «plot postal address line cp» (“the Tenant”)</p> <p><b>Other parties</b>  LONDON &amp; QUADRANT HOUSING TRUST (Industrial and Provident Society Number 30441R) whose registered office is situated at One Kings Hall Mews Lewisham London SE13 5JQ (“the Management Company”)</p>
LR4. PROPERTY	<p><b>In the case of a conflict between this clause and the remainder of this lease then for the purposes of registration this clause shall prevail</b>  «plot postal address line cp» shown edged red on Plan 1 «IF parking space»and «parking accommodation cp» shown edged red on Plan 1«END IF»attached to this lease</p>
LR5. PRESCRIBED STATEMENTS ETC.	None
LR6. TERM FOR WHICH THE PROPERTY IS LEASED	<p>The term is as follows:  <b>PLOTS 203-212 ONLY &lt;&lt;999 years (less 3 days) from 19 June 2015&gt;&gt;</b>  <b>PLOTS 162-168, 175-177, 181-198 ONLY &lt;&lt;999 years (less 3 days) from 5 January 2017&gt;&gt;</b></p>
LR7. PREMIUM	«price in words and figures cp»
LR8. PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE	This lease contains a provision that prohibits or restricts dispositions
LR9. RIGHTS OF ACQUISITION ETC	<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>  Not applicable</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b>  Not applicable</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b>  Not applicable</p>
LR10. RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY	None
LR11. EASEMENTS	<b>LR11.1 Easements granted by this lease for the benefit of the Property</b>

	Part II First Schedule <b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b> Second Schedule
<b>LR12. ESTATE RENTCHARGE BURDENING THE PROPERTY</b>	None
<b>LR13. APPLICATION FOR STANDARD FORM OF RESTRICTION</b>	The Parties to this lease apply to enter the following standard form of restriction against the title of the Property No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by «mc name cp» (Registered Society Number 30441R) of One Kings Hall Mews Lewisham London SE13 5JQ or its secretary a director or its conveyancer that the provisions of Paragraphs 11 to 18 of Part I of the Third Schedule to the registered Lease have been complied with
<b>LR14. DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT</b>	«IF count transferee >= 2»The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.«ELSE»Not applicable«END IF»

THIS LEASE is made on the date first above written BETWEEN the Landlord who is the estate owner of the first part and the Tenant of the second part and the Management Company of the third part

WHEREAS:-

- (1) These recitals incorporate the definitions contained in Clause 1 of this Lease
- (2) The Landlord has granted or intends hereafter to grant leases of all the properties on the Phase subject to the Restrictive Covenants to the intent that the Tenant for the time being of any of the said properties may enforce the observance of the Restrictive Covenants by the tenant for the time being of every other of the properties on the Phase
- (3) The Landlord has entered into or is shortly to enter into an agreement for the sale of its reversionary interest in (inter alia) the Phase following completion of the grant of the lease referred to in recital (5) of this Lease and subject to the provisions of the Landlord and Tenant Act 1987 (as amended)
- (4) The parties hereto have agreed that the Landlord shall grant and the Tenant shall accept a Lease of the Property
- (5) The Landlord has entered into an agreement with the Management Company for the assignment of the unexpired terms of the Head Lease following the earlier of (i) an assignment of the sale of the last private dwelling and letting of the last intermediate home on the Phase and (ii) 2 years following practical completion of Phase 2
- (6) The Management Company is responsible for maintaining managing and administering the Estate by providing the Phase Services and Estate Services referred to in this Lease and has agreed to become a party to this Lease for the purpose hereinafter appearing

## 1.1 DEFINITIONS

In this Lease the following expressions shall have the following meanings:-

Additional Contribution	any amount which the Management Company shall reasonably consider necessary for any of the purposes set out in the Fourth Schedule for which no provision has been made within the Phase Provision and/or the Estate Provision and for which no reserve provision has been made under Paragraphs 1.3.1 and 1.3.2 of the Fourth Schedule
Community Facilities	means the building or buildings to be constructed by the Landlord for use by local people and others for community and other activities as more particularly set out in Schedule 24 to the Regeneration Agreement.
Conduits	pipes downpipes sewers (excluding Estate Sewers) drains pumping stations soakaways channels gullies gutters watercourses conduits ducts flues wires cables and other service conducting media or apparatus for the supply or transmission of water sewerage electricity gas (if any) telephone and other communications media now or to be constructed within the Perpetuity Period but shall not include any conduits belonging to any local or other Statutory Authority
Deed of Covenant	the Deed of Covenant annexed to this Lease
Development	the development of the Phase in accordance with the Planning Permission
Dwellings	the houses and/or flats forming part of the Phase

Estate	the land edged red on plan 3 (i) which at the date hereof has been or is in course of being amalgamated with the title herein whether or not already disposed of by the Landlord (ii) which was at the date of this lease formerly demised to the Landlord (iii) which is within the Perpetuity Period demised to the Landlord; together with any other land in respect of which the Landlord notifies the Tenant from time to time
Estate Common Parts	means (in so far as the same are not adopted or do not fall within the curtilage of any Lettable Unit) any accessways roadways footpaths and forecourts visitors parking spaces bicycle store(s) bin store(s) any boundary or perimeter wall entrance feature or fence on the Estate and any communal gardens landscaped areas or facilities made erected or constructed on the Estate which are intended to be or are capable of being enjoyed or used by the Tenant in common with other owners and occupiers on the Estate (but excluding the Phase Common Parts).
Estate Proportion	means $1/x$ (where $x$ equals the total number of Lettable Units on the Estate that benefit from the Estate Services or any of them from time to time) subject to variation in accordance with paragraph 1.7 of the Fourth Schedule
Estate Provision	means the sum calculated in accordance with paragraph 1.3.2 of the Fourth Schedule
Estate Roads	all roads verges and footpaths within the Estate now or hereafter constructed within the Perpetuity Period and which are intended to become maintainable at public expense
Estate Services	means <ul style="list-style-type: none"> <li>(a) means keeping the Estate Common Parts and those Conduits that serve the Property and/or the Estate (but not those exclusively serving the Property) the Phase and/or any Lettable Units on the Phase and/or the Estate or that exclusively serve any building in the Estate in good and substantial repair and condition</li> <li>(b) decorating the exterior of the Estate Common Parts (but not those exclusively serving the Phase) in good and workmanlike manner and with appropriate good quality materials as often as the Management Company deems necessary.</li> </ul>
Estate Sewers	all sewers or hereafter constructed within the Perpetuity Period and which are intended to become maintainable at public expense
Ground Rents	means the periodic payments made by the lessees of Private Sale Homes and reserved as rent under their leases (including any periodic payments made

	in relation to leases of car parking spaces sold separately to Private Sale Homes).
Half-Yearly Dates	the first day of the Service Charge Year and the first day of the seventh month of the Service Charge Year being 1st September and 1st March at the date of this Lease
Head Lease	<b>PLOTS 203-212 &lt;&lt;</b> means the lease of the Phase dated 19 June 2015 made between the London Borough of Barnet (1) the Landlord (2) and the Management Company (3) and any subsequent lease of the Phase <b>&gt;&gt; PLOTS 162-168, 175-177, 181-198 ONLY &lt;&lt;</b> means the lease of the Phase dated 5 January 2017 made between the London Borough of Barnet (1) the Landlord (2) and the Management Company (3) and any subsequent lease of the Phase <b>&gt;&gt;</b>
Head Lessor	London Borough of Barnet of North London Business Park Oakleigh Road South London N11 1NP
House	Plot No «plot number cp» shown edged red on Plan 1
Interest	interest at the rate of four per cent above the base rate from time to time of Lloyds Bank Plc (compounded with the quarterly rests on the usual quarter days)
Lettable Units	means the units of accommodation in the Phase and/or the Estate (as applicable) that are let or otherwise exclusively occupied or designed or intended for letting or exclusive occupation
Neighbouring Land	any land adjoining or within 402.34 metres (one quarter of a mile) of the Estate and now or hereafter acquired by the Landlord or any associate or parent company of the Landlord
«IF parking space» Parking Space	the parking space edged red and numbered «parking space number cp» on Plan 1
«END IF»	
Perpetuity Period	the period ending 80 years from <b>PLOTS 203-212 &lt;&lt;19 June 2015&gt;&gt; PLOTS 162-168, 175-177, 181-198 ONLY &lt;&lt;5 January 2017 &gt;&gt;</b>
Phase	means the land and buildings as shown edged with a broken red line on Plan 2 being Phase 2 of the Estate known as Brook Valley Gardens off Mays Lane Chipping Barnet of which the Landlord is proprietor
Phase Common Parts	means (in so far as the same are not adopted or do not fall within the curtilage of any plot that is intended to be let or sold for exclusive occupation on the Phase) the Private Accessway any forecourts bicycle store(s) bin store(s) Visitor's Parking Spaces any boundary or perimeter wall entrance feature or fence on the Phase and any communal gardens landscaped areas or facilities

	made erected or constructed on the Phase which are intended to be or are capable of being enjoyed or used by the Tenant in common with other owners and occupiers on the Phase (but excluding the Estate Common Parts)
Phase Proportion	Means such proportion as the Management Company shall determine calculated by reference to the percentage the aggregate square footage of the Property bears to the aggregate square footages of the Lettable Units within the Phase capable of enjoying the benefit of the Phase Services or any of them subject to variation in accordance with paragraph 1.7 of the Fourth Schedule SAVE WHERE a service is provided on a metered basis in which case the amount charged shall be the actual cost incurred in respect of the Property
Phase Provision	means the sum calculated in accordance with paragraph 1.3.1 of the Fourth Schedule
Phase Services	means <ul style="list-style-type: none"> <li>(a) keeping the Phase Common Parts and all Conduits that serve the Property and/or the Phase (but not those exclusively serving the Property and/or any Lettable Units on the Phase) in good and substantial repair and condition.</li> <li>(b) Decorating the exterior of the Phase Common Parts in a good and workmanlike manner and with appropriate good quality materials as often as the Management Company deems necessary</li> </ul>
Plan 1 Plan 2 and Plan 3	the plans annexed hereto and respectively marked 'Plan 1' 'Plan 2' and 'Plan 3'
Planning Acts	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 and all statutes regulations and orders made pursuant thereto
Planning Permission	B/00354/13 and B/02349/14 or such other planning consent(s) as may be secured for the development of the Estate
Premium	the premium shown in Prescribed Clause LR7
Private Accessway	such part of the private unadopted accessway within the Phase shown cross-hatched blue and marked Shared Accessway on Plan 2 as gives access to the Property
Private Sale Homes	means those dwellings to be constructed during the regeneration of the Estate and other land pursuant to the Planning Permission which shall be made available for sale on the open market to third parties including shared ownership dwellings where the buyer has stair-cased to 100%)



Property	means the House «IF parking space»and the Parking Space «END IF»more particularly described in Part I of the First Schedule
Regeneration Agreement	means a regeneration agreement dated 1 <sup>st</sup> October 2012 made between The Mayor and Burgesses of the London Borough of Barnet (1) the Landlord (2) the Management Company (3) and Countryside Properties Plc (4)
Regulations	Any reasonable regulations the Landlord and/or the Management Company may impose
Rent	means the yearly rent of £200.00 (two hundred pounds) in respect of the first 10 years of the Term and thereafter such sum as shall be calculated pursuant to clause 3 below
Restrictive Covenants	the restrictive covenants for the Property set out in Part II of the Third Schedule as amended from time to time in accordance with this Lease
Service Charge	means the:- <ul style="list-style-type: none"> <li>(i) The Phase Proportion of the Phase Provision</li> <li>(ii) The Estate Proportion of the Estate Provision</li> <li>(iii) The Service Charge Adjustment</li> <li>(iv) The Additional Contribution</li> </ul>
Service Charge Adjustment	the adjustments to Phase Provision and/or the Estate Provision as set out in Paragraph 1.6 of the Fourth Schedule
Service Charge Year	1 <sup>st</sup> September – 31 <sup>st</sup> August or such other 12 month period which the Management Company chooses from time to time
Service Provision	means the aggregate of the Phase Provision and the Estate Provision
Statutory Authorities	the Local Authority and any authority or body corporate responsible for the provision of water sewerage electricity gas telephone cable television and other communication media
Surveyor	any Chartered Surveyor or member of the RICS who may be employed by the Landlord in respect of any matter set out in the Fourth Schedule or any other matter in this Lease
Term	the term shown in Prescribed Clause LR6
VAT	value added tax payable by virtue of the Value Added Tax Act 1994
Visitor's Parking Spaces	the Visitor Parking Spaces shown marked V on Plan 2

## **1.2 INTERPRETATION**

### **References**

- 1.2.1 References herein to Clauses Schedules and Paragraphs are references to the Clauses and the Schedules to this Lease and the Paragraphs contained in any Schedule hereto

### **Clause Headings**

- 1.2.2 The Clause headings in this Lease are for ease of reference only and are not to be used for the purpose of construing this Lease

### **Joint and Several Covenants**

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

### **Gender and Number**

- 1.2.4 Words importing the masculine gender shall where necessary be construed as importing the feminine gender and words importing the singular number shall where necessary be construed as importing the plural number and vice versa

### **Rights granted to the Tenant**

- 1.2.5 Rights and easements granted to the Tenant are granted also to those authorised by the Tenant in common with the Landlord the Management Company and all others authorised by the Landlord and/or the Management Company or having the like or similar right

### **Rights reserved to the Landlord and the Management Company**

- 1.2.6 Rights and easements excepted and reserved to the Landlord and the Management Company are excepted and reserved (where appropriate) in favour of the owner or owners for the time being of the Estate and any part or parts thereof capable of being benefited and all person authorised by it or them and where appropriate each of the Statutory Authorities and all other persons having the like or similar right

### **Successors in Title**

- 1.2.7 References to the Landlord the Tenant and the Head Lessor in this Lease shall where the context so admits include their respective successors in title

### **Obligations of Tenant**

- 1.2.8 Any obligation on the Tenant not to do anything shall be deemed to include an obligation not to permit anything to be done where it is (reasonably) within the Tenant's control to permit or prevent the same to be done

### **Legislation**

- 1.2.9 A reference to particular legislation is a reference to that legislation as amended consolidated or re-enacted from time to time unless otherwise expressing stated

### **Regulations**

- 1.2.10 The Landlord and the Management Company shall have the right to impose and amend reasonable regulations regarding the use and enjoyment of properties on the Estate from time to time in accordance with this Lease

## **2 DEMISE**

In consideration of the Premium (the receipt whereof is hereby acknowledged) the Landlord hereby demises with full title guarantee to the Tenant the Property TOGETHER WITH the rights specified in Part II of the First Schedule (to the exclusion of any implied rights pursuant

to Section 62 of the Law of Property Act 1925 and subject however to the Tenant's covenants hereinafter contained) but EXCEPTING AND RESERVING unto the Landlord the Management Company and the owners and occupiers of the properties within the Estate the rights specified in the Second Schedule TO HOLD the same unto the Tenant from the date hereof for the residue of the Term SUBJECT TO the burden of the covenants or agreements already entered into by the Landlord with the tenant of any other property on the Estate and to all rights and easements appertaining to any other land adjoining the Estate SUBJECT TO and with the benefit of the rights and reservations respectively granted or reserved and contained in the Head Lease so far as the Landlord can assign the same PAYING THEREFORE to the Management Company during the first 10 years of the Term the Rent specified in the definition and thereafter such rent as shall be determined pursuant to Clause 3 without any deduction or set-off (except only such as the Tenant may be authorised by law to make notwithstanding any contract to the contrary) by equal half-yearly payments in advance on the Half-Yearly Dates in every year save in relation to the first payment which shall be a proportionate payment for the period commencing as at the date hereof and expiring on the third Half-Yearly Date after the date hereof such payment to be made on the execution of this Lease

### **3. RENT REVIEW PROVISIONS**

- 3.1 The annual Rent shall be reviewed in an upwards only direction on the 10<sup>th</sup> anniversary of the commencement of the Term and on the expiry of each successive period of ten years thereafter ("the Review Dates")
- 3.2 On each Review Date the Rent shall be a sum equal to the Rent payable during the preceding ten years varied by the same proportion as shall be borne by any increase in the Retail Price Index All Items during the same period
- 3.3 The Management Company shall determine the Rent on the Review Dates and shall notify the Tenant of such determination in writing
- 3.4 If the Tenant shall object to the Management Company's determination the Tenant shall serve written notice of such objection together with his own determination within one calendar month of the date of the Management Company's notice.
- 3.5 If the Landlord and the Tenant shall fail to agree within one calendar month of the Tenant's notice the matter shall be referred to the Surveyor for determination and the decision of the Surveyor shall be final and binding upon the Parties save in the case of manifest error
- 3.6 The fees of the Surveyor for such determination shall be borne equally by the Management Company and the Tenant

### **4. TENANT'S COVENANTS WITH THE LANDLORD AND THE MANAGEMENT COMPANY**

The Tenant hereby covenants separately with each of the Landlord and the Management Company as follows:-

- 4.1 to observe and perform the obligations set out in Part I of the Third Schedule and the Restrictive Covenants
- 4.2 to pay to the Management Company the Rent on the Half-Yearly Dates and on the date hereof to pay a due proportion of that Rent for the period commencing on the date hereof and expiring on the third Half-Yearly Date after the date hereof
- 4.3 in respect of every Service Charge Year to pay on demand the Phase Proportion of the Phase Provision and the Estate Proportion of the Estate Provision to the Management Company by two equal instalments in advance on the Half Yearly Dates provided that in respect of the Service Charge Year current at the date hereof the Tenant shall on execution hereof pay the due proportion of the current service charge
- 4.4 to pay to the Management Company on demand the Phase Proportion and/or the Estate Proportion of the Service Charge Adjustment pursuant to the Fourth Schedule

- 4.5 to pay to the Management Company on demand the Phase Proportion and/or the Estate Proportion as the case may be of any Additional Contribution that may be levied by the Management Company
- 4.6 to make all payments due pursuant to this lease to the Landlord and the Management Company by bank standing order or such other method as may be agreed between the parties hereto
- 4.7 To observe and perform all covenants in the Registers of the Title above referred to insofar as they are subsisting and enforceable and relate to the Property (other than those relating to any financial charges) and to indemnify the Management Company and the Landlord against all actions costs claims and demands in respect of any breach thereof
- 4.8 To observe and perform the covenants contained in the Head Lease for so long as such Head Lease shall subsist and in so far as the same affect the Property

## **5. COVENANTS BY THE MANAGEMENT COMPANY**

5.1 The Management Company hereby covenants with the Tenant and separately with the Landlord as follows and in accordance with good estate management principles the Management Company will during the Term carry out the works and provide the Phase Services and the Estate Services in accordance with the Fourth Schedule appropriate to the Property as hereinbefore mentioned provided always that:-

- 5.1.1 the Tenant shall have paid the Service Charge due
- 5.1.2 the Tenant shall not be in breach of any of his covenants herein contained
- 5.1.3 in the case of any item of disrepair the Management Company shall not be liable for breach of this covenant until the Tenant has given written notice thereof to the Management Company and the Management Company has had a reasonable opportunity to remedy the same
- 5.1.4 if at any time the Management Company shall reasonably consider that it would be in the general interest of the tenants of the properties on the Phase and/or on the Estate so to do the Management Company shall have power to discontinue any of the matters specified in the Fourth Schedule which in its opinion shall have become impracticable obsolete unnecessary or excessively costly provided that in deciding whether or not to discontinue any such matter the Management Company shall consider the views and wishes of the majority of the tenants of the properties on the Estate

## **5.2 MANAGEMENT COMPANY**

- 5.2.1 The Management Company shall apply any Ground Rents received by it to provide maintain and operate the Community Facilities and ancillary services thereto (acting in accordance with the principles of good estate management) and with the consent of The Mayor and Burgesses of the London Borough of Barnet (such consent not to be unreasonably withheld or delayed) to provide maintain and operate such other facilities and/or amenities and services ancillary thereto at the Estate for the benefit of the tenants and occupiers of the Estate and the local community.
- 5.2.2 The Management Company shall as soon as reasonably practicable after the first Regeneration Phase (as defined in the Regeneration Agreement) and annually thereafter prepare and send to The Mayor and Burgesses of the London Borough of Barnet a statement or report which provides details of the Ground Rents received and the application of those receipts for the purpose permitted under clause 5.2.1 above (a 'Ground Rent Receipts Report') and to the extent that it has not expended or committed to expend any Ground Rents for such purpose within twelve (12) months following receipt by the Management Company the Management Company shall at the written request of The Mayor and Burgesses of the London Borough of Barnet pay such relevant amount to The Mayor and Burgesses of the London Borough of Barnet and if The Mayor and Burgesses of

the London Borough of Barnet fails to make such request within thirty (30) working days the Management Company will be entitled to retain such relevant amount for use in connection with the purposes permitted under clause 5.2.1 and shall account for any remaining part of the relevant amount in the next Ground Rent Receipts Report.

## **6. COVENANTS BY THE LANDLORD WITH THE MANAGEMENT COMPANY AND THE TENANT**

The Landlord hereby covenants with the Tenant and the Management Company as follows (BUT PROVIDED THAT nothing contained in this Lease shall operate to prevent the Landlord from developing the remainder of the Development for residential and other building purposes):-

- 6.1 that the Development will be completed and the curtilage laid out in accordance with the Planning Permission
- 6.2 that the Landlord will when called upon by the appropriate authority (or earlier if the Landlord shall think fit) procure that the Estate Roads and Estate Sewers within the Phase shall be made up to adoption standard and completed to the satisfaction of the relevant authority and will indemnify the Management Company and the Tenant against all liability in respect thereof
- 6.3 that the Tenant paying the Rent hereby reserved and all other moneys payable hereunder and performing and observing the covenants conditions and agreements herein contained and on the Tenant's part to be performed and observed shall peaceably hold and enjoy the Property during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for it
- 6.4 that any lease granted by the Landlord of any other properties on the Phase shall contain covenants and regulations to be observed by the tenants thereof substantially in the same terms as those to be observed by the Tenant as contained in this Lease
- 6.5 that any of the properties on the Phase shall not be let otherwise than on terms whereby there is paid in respect of each such property throughout the term of the lease a service charge computed in respect of such property in accordance with the Fourth Schedule
- 6.6 Subject to and conditional upon payment by the Tenant of the Service Charge at the times and in the manner herein before provided and if the Management Company shall fail to perform any of its obligations hereunder the Landlord following a reasonable request from the Tenant in writing shall perform the obligations or obligation and any payment by the Tenant in respect thereof shall be and made to the Landlord instead of the Management Company and any covenants on the part of the Tenant with the Management Company shall be made with the Landlord

## **7. PROVISOS**

Provided always and it is hereby agreed as follows:-

### **For re-entry**

- 7.1 The Management Company or the Landlord shall not be liable or responsible for any damage If the Rent or any part of the Service Charge payable by the Tenant or any part thereof respectively shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenants on the Tenant's part herein contained shall not be performed and observed then and in any such case it shall 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 the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained

### **Exclusion of liability for damage or loss**

- 7.2 The Management Company or the Landlord shall not be liable or responsible for 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 guest of his through any defect or want of repair in any fixture Conduit machinery or thing in or upon the Estate and/or the Phase or any part thereof

(including the Property) or through the neglect fault or misconduct of any servant employed by the Management Company and/or the Landlord in connection with the Phase and/or the Estate except insofar as such liability may be covered by insurance effected by the Management Company pursuant to the Fourth Schedule

#### **References of dispute to Surveyor**

- 7.3 In case of dispute between the Tenant and any tenant or occupier of any part of the Estate not hereby demised or (after completion of the Development) between the Tenant and any owner or occupier of any adjoining or neighbouring property relating to any part of the Estate or such adjoining property such dispute shall be decided by the Management Company or Landlord or (if the Management Company or Landlord so requires) referred to the Surveyor and the decision of the Management Company or the Landlord or the Surveyor (as between the Tenant and any other tenant or occupier of any part of the Estate) shall be final and binding and the Surveyor shall be entitled to require to be paid his proper fee in respect of each such reference such fee to be borne as the Surveyor shall award

#### **Power to impose or vary Regulations**

- 7.4 The Management Company may at any time or times during the Term in the interests of good estate management impose such regulations of general application regarding the Estate or the properties therein as it may in its absolute discretion think fit (but so that any such regulations shall not conflict with this Lease) and the Management Company shall have power in its absolute discretion to revoke amend or add to those regulations or any additions thereto or substitutions therefor

#### **Suspension of Rent**

- 7.5 If the Property or any part thereof shall at any time during the Term be destroyed or damaged by fire or any other risk covered by the insurance effected pursuant to Paragraph 23 of the Part I of the Third Schedule so as to be unfit for habitation and use and the policy or policies of insurance so effected shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default of the Tenant the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the date falling three years after the date of the damage or if earlier the date on which the Property shall again be rendered fit for habitation and use and any dispute concerning this Clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactments in that behalf for the time being in force

#### **Exclusion of implied obligations**

- 7.6 The Tenant accepts the obligations of the Management Company for the performance of the matters specified in the Fourth Schedule in substitution for and to the entire exclusion of any implied obligations on the part of the Management Company in respect of any such matters

#### **Limitation of future easements**

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

#### **Surveyor's certificate**

- 7.8 Wherever in this Lease there is any provision for a surveyor or other person to give a certificate or decision such certificate or decision shall extend only to matters of fact and shall not extend to any question of law but subject thereto any such certificate or decision shall be final and binding

#### **Value Added Tax**

- 7.9 Wherever in this Lease there is a covenant by the Tenant to pay expenditure expenses outgoings charges costs fees or any like expression incurred or payable by the Landlord or the Management Company all such expressions shall include all VAT or any imposition replacing

the same incurred or payable by the Landlord or the Management Company in connection with the subject matter of the covenant and this Lease shall be construed accordingly

#### **Limitation of Management Company's or Landlord's Obligations**

- 7.10 The Management Company and the Landlord shall not be liable for any breach of their respective covenants in this Lease unless and until a notice in writing has been received by the Management Company or the Landlord as appropriate specifying the breach and the Management Company or the Landlord has had a reasonable opportunity to remedy the same
- 7.11 The Tenant shall not be entitled:
- 7.11.1 to enforce any of the Management Company or the Landlord's covenants respectively while any sums payable by the Tenant to them under this Lease are in arrears or the Tenant is otherwise in substantial breach of the Tenant's covenants under this Lease
  - 7.11.2 to set off any sum or sums against the payment of Rent and/or Service Charge or make any deduction whatsoever in respect of any sum or sums which the Tenant may consider is owing to the Tenant by the Landlord and/or the Management Company save as may be properly accounted for within the Service Charge provisions
- 7.12 The Landlord herein meaning Countryside Properties (UK) Limited shall remain liable on its covenants contained in Clause 6 (excepting clauses 6.1 and 6.2) only for so long as the Landlord remains the proprietor of its reversionary interest in the Phase

#### **Tenant's acknowledgement**

- 7.13 The Tenant accepts:
- 7.13.1 that all payments due from the Tenant to the Landlord or the Management Company pursuant to this Lease shall be made without set-off or deduction and any concerns of the Tenant which might otherwise have led to the Tenant making a set-off or deduction shall be raised as a separate matter with the Landlord or the Management Company as the case may be
  - 7.13.2 the obligations of the Management Company for the performance of the matters specified in the Fourth Schedule are in substitution for and to the entire exclusion of any implied obligations on the part of the Landlord in respect of any such matters
- 7.14 The following shall be deemed to be party walls and the rights and liabilities in respect thereof shall be in accordance with Section 38 (1) of the Law of Property Act 1925 as amended or varied by the Party Wall etc Act 1996
- 7.14.1 The walls (if any) or any part thereof dividing the buildings erected on the Property from the buildings erected on the remainder of the Estate
  - 7.14.2 Any other wall (not being a wall of the house erected on the Property or of any other building forming part of the Estate) fence or hedge on a boundary between the Property and any other part of the Estate on which a dwelling stands unless marked "T" on Plan 1

Maintenance of party walls or deemed party walls the subject of this provisions is to be at the joint or equal expense of the Transferee and the registered proprietors at HM Land Registry from time to time of the land and buildings adjoining the Property

### **8. THE MANAGEMENT COMPANY'S POWERS OF INVESTMENT**

- 8.1 The Management Company hereby declares that it will hold all Service Charge monies (until the same are spent) in trust for the Tenant and the tenants of the other properties in the Phase and/or Estate in the same proportions as such Service Charge moneys shall have been paid
- 8.2 The Management Company shall have power at its discretion to invest in deposits with or loans to a bank or building society or with a local authority at interest or to invest in the purchase of fixed interest government securities of the United Kingdom or the Government of

Northern Ireland having a final redemption date not later than five years after the date of acquisition sums representing the reserve created pursuant to Paragraphs 1.3.1(a) and 1.3.2(a) of the Fourth Schedule and to withdraw the same from deposit or realise the same as required in order to meet expenses referred to in those Paragraphs 1.3.1(a) and 1.3.2(a) or to meet any temporary deficiency in the moneys available to meet the expenditure referred to in Paragraphs 1.3.1 and 1.3.2 of that Schedule

8.3 The Management Company may at its discretion:-

8.3.1 place or invest such sums or any part thereof jointly with other funds on a single account or holding

8.3.2 place such sums or investments in the name of a nominee

8.3.3 exercise the same powers of investment in respect of Service Charge monies which are intended for current expenditure and do not represent reserves

## 9. SERVICE OF NOTICE

The provisions of Section 196 of the Law of Property Act 1925 shall apply to the service of any notices under the provisions of this Lease

## 10. ENFORCEMENT BY THIRD PARTY

ANY person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act including (without limitation) rights of successors in title of the parties hereto

## 11. NEW TENANCY

11.1 This Lease takes effect subject to the provisions in Sections 3 to 16 (inclusive) and Section 21 of the Landlord and Tenant (Covenants) Act 1995

11.2 Upon receipt of any application from any person who at any time prior to the date of such application was entitled to the reversion immediately expectant upon the term granted by this Lease and is no longer so entitled for the release of any covenant in respect of the whole or any part of the demised premises the Tenant shall consent to (and shall not serve any notice objecting to) such release

11.3 If at any time any part of the provisions of this Lease is or becomes invalid illegal or unenforceable in any respect the validity legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby

IN WITNESS whereof this Lease has been executed as a Deed

### **THE FIRST SCHEDULE**

#### Part I : Description of the Property

The Property includes (for the purpose of obligation as well as grant):-

1. the House and the garage erected on the Property including their foundations and eaves notwithstanding they may extend beyond the boundaries of the Property at ground level
2. all boundary structures marked "T" on Plan 1 (if any) and all buildings and structures later erected on the Property
3. all Conduits now or later exclusively serving any building erected on the Property and situated in the Phase (including any installations which extend beyond the boundaries of the Property at ground level)
4. all fixtures and fittings in or about the Property (other than landlord's fixtures and fittings) and not hereinafter expressly excluded
5. any photovoltaic panels attached to or erected on the Property



«IF parking space»

6. the Parking Space (if any)

«END IF»

but excludes:-

7. the foundations and eaves of and the Conduits exclusively serving any building erected or being erected as part of the Development notwithstanding that they extend within the boundaries of the Property at ground level
8. any Conduits which do not serve exclusively the Property

#### Part II : Rights granted to the Tenant

The rights for the Tenant (in common with the Landlord the Management Company and all others authorised by the Landlord or the Management Company or entitled to the like right) at all times and for all purposes incidental to the occupation and enjoyment of the Property:-

1. The right with or without vehicles for all reasonable purposes connected with the use of the Property to go pass and re-pass along the Estate Roads and over the Private Accessway to gain access to and egress from the Property
2. The right of passage and running of services from and to the Property in through and along any Conduits now laid or hereafter within the Perpetuity Period laid within the Phase which do not serve exclusively the Property
3. The right with agents and workmen at reasonable hours in the daytime after reasonable notice (except in case of emergency when no notice shall be required) to enter into and upon other parts of the Phase for the purpose of inspecting repairing maintaining decorating or renewing any part of the Property including any Conduits which serve exclusively the Property the Tenant making good all damage thereby occasioned
4. The right to subjacent and lateral support shelter and protection for the Property from the remainder of the Phase not hereby demised
5. The right to use the gardens forming part of the Phase Common Parts and the Estate Common Parts (if any) for the purpose of quiet recreation not involving the playing of ball games subject to any regulations which may be made from time to time by the Landlord and/or Management Company
6. The right to use the designated bin store within the Phase (if any) for the purpose of placing sacks or bins or other suitable containers approved by the Landlord and/or the Management Company
7. The right for the Tenant's visitors to park one roadworthy private motor car on a Visitor's Parking Spaces for short term parking on a first come first served basis and subject to any regulations made by the Landlord and/or the Management Company
8. The benefit of the respective covenants obligations and restrictions contained in the leases of the other properties in the Estate granted by the Landlord within the Perpetuity Period PROVIDED ALWAYS that none of the rights granted by this Schedule shall apply to or be exercised over any electricity sub-station sites or land or apparatus of any Local or other Statutory Authorities or of any other persons having similar rights and included in the Estate

#### **THE SECOND SCHEDULE**

##### Rights Excepted and Reserved

1. The right of passage and running of services from and to the remainder of the Estate or any part thereof in through and along the Conduits in or upon the Property or any part thereof
2. The right for the Landlord and their servants agents and workmen at all reasonable times to enter the Property for the purpose of inspecting repairing maintaining decorating or renewing any part of the Estate (whether hereby demised or not) including all Conduits in or upon the Estate or any part thereof

3. The right for the Landlord at any time or times to rebuild reconstruct or alter the Estate or any part thereof (other than the Property) or any buildings adjoining or adjacent to the Estate or to erect new buildings on any property so adjoining or so adjacent in such manner as the Landlord shall think fit notwithstanding that the access of light and air to the Property may thereby be interfered with
4. The right to subjacent and lateral support shelter and protection from the Property for the other parts of the Estate not hereby demised
5. The right for the Local or other Statutory Authorities to enter into the Property with or without workmen plant and machinery for the purpose of laying maintaining repairing or replacing drains pipes cables sewers and other conducting media and the right also to erect street lighting telephone or other apparatus required by such Authority in connection with services to be supplied and maintained in the neighbourhood and for any other purpose of a like kind and also the right thereafter to use the same by such Authority for the said purpose causing as little damage as possible and making good all damage thereby occasioned

### **THE THIRD SCHEDULE**

#### **Part I : Tenant's Covenants**

##### **To pay interest and costs**

1. If the Rent and/or the Service Charge and/or any part thereof payable by the Tenant shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) to pay to the Management Company Interest upon such sum or sums as shall remain unpaid calculated on a day to day basis from the date of the same becoming due to the date of payment but without prejudice to the operation of the proviso for re-entry hereinbefore contained or any other right of action of the Management Company in respect of non-payment of Rent and/or the Service Charge or any part thereof payable by the Tenant
2. To pay to the Landlord or the Management Company (as the case may be) on a full indemnity basis all costs and expenses incurred by the Landlord or the Management Company or their respective solicitors in enforcing the payment of any Rent and/or Service Charge or any part thereof or other moneys payable by the Tenant under the terms of the Lease

##### **To pay outgoings**

3. To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which now are or during the Term shall be assessed charged or imposed on or payable in respect of the Property or any part thereof or on the Landlord the Management Company tenant owner or occupier in respect thereof and also to pay a due proportion (to be conclusively determined by the Surveyor) of any such item as aforesaid which may be assessed charged or imposed on or payable in respect of the Property together with the other properties or other parts of the Estate (but not in respect of the entirety of the Phase and/or the Estate)

##### **To repair the Property and Conduits**

4. At all times during the Term well and substantially to cleanse repair support and uphold and from time to time when necessary rebuild to the satisfaction of the Landlord or the Management Company all present and future buildings forming part of the Property and all fixtures additions and improvements which may at any time be fastened or affixed to or erected or placed upon the Property and it is hereby declared that the generality of this provision shall in no way be restricted by any of the subsequent paragraphs of this sub-clause

##### **To decorate**

5. Once in every seven years of the Term and in the last year thereof (whether determined by effluxion of time or in any other way) to paint in a proper and workmanlike manner all the inside wood and iron work usually painted of the Property with two coats of good paint and

so that internal painting in the last year of the Term shall be of a tint or colour to be approved by the Landlord or the Management Company and also with every such internal painting to whitewash colour wash distemper grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Property as have been or ought properly to be so treated and so that in the last year of the said term all such works of internal decoration shall be of tints colours and patterns to be approved by the Landlord or the Management Company

6. As and when reasonably necessary to clean and repaint the external parts of the Property usually and normally expected to be cleaned and repainted in order to maintain the appearance of the Property to a standard in keeping with the remainder of the properties on the Estate and at least once in every month to clean the windows of the Property

**To maintain the Parking Accommodation**

7. At all times during the Term to keep the Parking Space (if any) clean and undamaged and to make good or pay to the Management Company the cost of making good any damage other than fair wear and tear caused thereto

**To comply with statutes and regulations**

8. At the Tenant's own expense to execute and do all such works as may be directed in pursuance of any statutory enactment or otherwise by any national local or public authority or body to be executed or done at any time during the Term upon or in respect of the Property whether by the Landlord the Management Company or the Tenant thereof

**To obtain consents for works**

9. At the Tenant's own expense to obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Tenant to the Property or any part thereof or any user thereof during the Term and to pay the reasonable fees costs and charges of the respective solicitors and surveyors for the time being of the Landlord or the Management Company in relation to any planning application inspection or approval or otherwise in connection therewith and to keep the Landlord and the Management Company indemnified in respect of any breach or non-observance thereof

**Not to alter**

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

**Assignment or sub-letting**

11. Not to transfer or assign or underlet or part with or share possession of any part of the Property (as distinct from the whole)
12. Not to underlet the Property otherwise than with the prior written consent of the Landlord or the Management Company and in a form containing a covenant by the underlessee to observe and perform the covenants and conditions contained in this Lease mutatis mutandis and first approved in writing by the Landlord or the Management Company (such approval not to be unreasonably withheld or delayed) PROVIDED THAT the Tenant shall be entitled to grant assured shorthold tenancies of the Property for periods of one year or less containing a covenant by the underlessee to observe and perform the covenants and

conditions contained in this Lease mutatis mutandis ("ASTs") without the need for such consent

13. Not to transfer or assign or underlet or part with possession of the Property as a whole (save for an AST) without first procuring that the assignee or underlessee enters into the Deed of Covenant (in duplicate) with the Management Company and pays the reasonable costs of the Management Company's Solicitors for the preparation of such a deed of covenant
14. Not to transfer or assign or underlet or part with possession of the Parking Space (if any) other than to a tenant of residential accommodation within the Estate

#### **Rent on underletting**

15. Not at any time during the Term to underlet or permit the Property to be underlet except upon terms that the underlessee shall be liable to pay throughout the term of such underlease not less than the aggregate of the Rent and the Service Charge

#### **Covenants in underlease**

16. To cause to be inserted in every underlease (whether mediate or immediate) except in the case of an underletting at a rack rent without payment of a premium for a period not exceeding seven years a covenant by the underlessee with the Landlord the Management Company and with the Tenant to observe and perform all the covenants and conditions in this Lease contained (except the covenants for the payment of Rent and Service Charge) with a condition permitting re-entry in case of any breach of any of the said covenants or conditions (except as aforesaid)

#### **Registration of dispositions and charges**

17. Upon every underletting assignment or transfer of the Property or the creation of any mortgage or charge thereon or upon the devolution of the Term howsoever arising (other than an AST) within one month thereafter to give to the Landlord the Management Company and the Head Lessor or their Solicitors a notice in writing with full particulars thereof and to produce to the Landlord the Management Company and the Head Lessor certified copies of every document evidencing such disposition and to pay to the Landlord the Management Company and the Head Lessor a reasonable fee (but not less than Seventy Five Pounds (£75.00) together with VAT thereon) for the registration of every such notice and the Management Company covenants with the Tenant that upon receipt of such notice duly given as aforesaid and upon payment of all unpaid Service Charge it shall give to the person lodging the same a certificate in the Prescribed Form LR13
18. Upon every underletting of the Property or on such occasion when the Property shall not be the principal residence of the Tenant (whilst the Tenant is the tenant for the purposes hereof) within one month of vacation of the Property by the Tenant to give to the Landlord and the Management Company or their solicitors a notice in writing with full particulars of the Tenant's permanent place of residence

#### **To permit inspections**

19. To permit the Landlord and the Management Company or its or their agents either alone or with workmen at any reasonable hour in the daytime after reasonable notice except in the case of emergency to enter the Property and examine the state of repair and condition thereof and to take an inventory of the Landlord's fixtures and fittings therein and that the Tenant will repair and make good all defects or want of repair and decoration for which notice in writing shall be given by the Landlord or the Management Company to the Tenant within three calendar months (or sooner in the case of emergency) after the giving of such notice and if the Tenant shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the repair or decoration of the Property it shall be lawful for the Landlord or the Management Company (but without prejudice to the right of re-entry under Clause 7.1) to enter upon the Property and repair or decorate the same at the expense of the Tenant in accordance with the covenants and provisions hereof and the expenses of such repairs or decorations shall be repaid by the Tenant to the Landlord or the Management Company as the case may be on demand

### **Permit entry for repairs**

20. To permit the Landlord and the Management Company or their tenants or occupiers of the adjoining or neighbouring properties of the Landlord the Management Company or the respective agents or workmen of the persons aforesaid at reasonable hours in the daytime after reasonable notice (except in the case of emergency) to enter upon the Property for the purpose of executing repairs improvements or alterations to or upon any part of the Property or of the said neighbouring property or for the purpose of constructing laying down altering cleansing emptying removing renewing or maintaining any existing or new Conduits in or upon the Estate or any part thereof including the Property but making good to the Tenant all damage thereby occasioned and the Tenant will not remove or interfere with any such Conduits Provided that any new Conduits shall be located in a position which will least interfere with the enjoyment by the Tenant of the amenities of the Property

### **To pay costs of notices**

21. To pay to the Landlord or the Management Company on demand all costs charges and expenses (including legal costs and surveyor's fees) which may be incurred by the Landlord or the Management Company or which may become payable by the Landlord or the Management Company in respect of the preparation or service of a Schedule of Dilapidations or under or in contemplation of any proceedings in respect of the Property under Sections 146 and 147 of the Law of Property Act 1925 or in the preparation or service of any notice thereunder respectively notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

### **To pay costs of consents**

22. To pay all reasonable costs and expenses of the Landlord and the Management Company (if appropriate) (including their respective solicitor's and surveyor's costs and fees) incurred in granting any consent under this Lease and in the preparation of the Deed of Covenant referred to in Paragraph 13 of this Schedule

### **Insurance**

23. At the Tenant's own expense at all times during the Term and to insure and keep insured all buildings for the time being forming part of the Property against loss or damage by fire lightning explosion earthquake storms flood escape of water riot civil commotion subsidence heave or landslip (in each case subject to availability) and such other insurable risks as the Landlord shall think fit ('the Insured Risks') in the joint names of the Landlord the Management Company and the Tenant in a reputable insurance company and at the direction of the Landlord should the Landlord so require in some other office nominated in writing by the Landlord such sum as shall represent the full replacement cost thereof from time to time (including architect's and surveyors' fees on such full replacement cost) and also a sum equal to three years loss of ground rent of the Property and to make all payments necessary for the above purposes within seven days after the same shall respectively become payable
24. To pay all insurance moneys received in respect of rent to the Landlord forthwith following receipt of the same and to apply all other said moneys to be received on account of any such insurances as aforesaid in making good from time to time to the reasonable satisfaction of the Landlord all loss or damage to the Property brought about by the Insured Risks such making good to be upon the same plan as before the loss or damage occurred or upon such other plan as by the Landlord or the Management Company shall be first approved in writing and if such moneys shall prove insufficient for that purpose to complete such making good to the satisfaction aforesaid out of the Tenant's own moneys and to pay to the Landlord on demand and indemnify the Landlord against all reasonable surveyor's fees and other charges and expenses which may be incurred by the Landlord in connection with any matter or thing under this or the preceding paragraph of this sub-clause and if any dispute shall at any time arise between the Tenant and the Landlord in connection with such making good as aforesaid the same shall be referred to the determination of a single arbitrator to be nominated by the President for the time being of the Royal Institute of British Architects

25. To produce to the Landlord or the Management Company at any time on demand the aforementioned policies of insurance and the receipts for or other proof of payment the current amounts of premium payable in respect thereof Provided that in default of the Tenant effecting and maintaining such insurances or in producing policies or receipts or other proof as aforesaid the Landlord or the Management Company may (without prejudice to the power of re-entry hereinafter contained or to any other right or remedy of the Landlord) insure the Property in manner aforesaid and pay the said premiums payable in respect thereof and the amount of all such premiums and all incidental expenses shall be a debt due from the Tenant to the Landlord or the Management Company on demand

**To permit letting notice**

26. To permit the Landlord or its or their surveyors or agents at any time during the last three months of the Term howsoever determined to exhibit suitable notice boards in any part of the highway frontage of the Property confirming that the Property is to be let or sold and also at all convenient hours in the daytime by appointment if reasonably possible to enter into and to show the Property to any person desiring to view the same and to allow any person producing a written authority from the Landlord or their surveyors or agents to enter and view the same

**To yield up in repair**

27. At the expiration or sooner determination of the Term to yield up to the Landlord the Property together with all additions and improvements made thereto in the meantime so decorated repaired cleansed maintained amended and kept as aforesaid

**To forward notices**

28. Forthwith to give notice to the Management Company of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any underlessee of the Property and if so required by the Management Company to produce the same and where reasonably required by the Management Company make or join in making such applications or representations in respect thereof as are referred to in Paragraph 1.4.5(e) and 1.5.5(e) of the Fourth Schedule

**To pay or contribute to repairs necessitated by Tenant's default**

29. To repay to the Management Company all costs charges and expenses incurred by the Management Company in repairing renewing and reinstating any Conduits serving the Estate so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act of negligence or default of the Tenant

**To keep tidy**

30. To keep the garden of the Property neat and tidy

**Planning**

31. Not to make or raise any objection to any planning application made by the Landlord (here meaning Countryside Properties (UK) Limited) or any associate or parent company of the Landlord or to any application for the variation of the existing planning permission obtained by the Landlord in relation to either the Estate or any Neighbouring Land

**To observe the regulations**

32. The Tenant covenants with the Landlord and the Management Company at all times during the Term to observe the Regulations

**To maintain landscaping and boundaries**

33. To maintain the planting and landscaping within the frontage or the return frontage of the Property (as the case may be) in a state and condition appropriate to a high quality residential property
34. To maintain and continue to maintain throughout the Term the boundary structures to the Property marked "T" on Plan 1 (if any) in a state and condition appropriate to a high quality residential property and not to alter the design of the walls and fences as existed at the date

of this Lease without the consent in writing of the Landlord or the Management Company and the local planning authority

35. To perform and observe all conditions contained in any planning permission affecting the Property.

AND the Tenant agrees that upon expiration of seven days following receipt of notice by the Landlord or the Management Company to the Tenant of a breach of the covenants and obligations contained in this clause the Landlord or the Management Company shall be permitted at all reasonable times during working hours to enter the Property with workmen and appropriate materials and fulfil the obligations of the Tenant herein or any part thereof which has not been performed by the Tenant and upon receipt of a written invoice from the Landlord or the Management Company following completion of that obligation the Tenant shall pay the Landlord's or the Management Company's reasonable costs involved in fulfilling the Tenant's obligation herein

#### Part II : Restrictive Covenants to be observed by the Tenant

For the benefit of the Estate and each and every part thereof to observe and perform the Restrictive Covenants

1. Not to construct or place any additional building or other erection on the Property or make any external alteration in or addition to the House or the walls fences or the front garden thereof without the previous written approval of the Landlord or the Management Company as the case may be to plans elevations sections specifications and detailed drawing thereof PROVIDED THAT on any such application for approval as aforesaid the Tenant shall pay to the Landlord or the Management Company such reasonable fee for the consideration of such application as the Landlord or the Management Company shall from time to time prescribe whether the approval of the Landlord or the Management Company to such application be given or not
2. Not to alter the colour of the external paintwork of the Property without the consent of the Landlord or the Management Company
3. Not to interfere with damage or remove any street furniture or fittings and fitments ancillary thereto which may be placed in on or attached to the Property
4. Not without the written consent of the Management Company (and the appropriate Authority if required) to use any part of the Property which forms part of a highway visibility splay for any purpose other than as a lawn and in particular not to allow any plant or structure or other thing to grow or be placed or remain thereon.

#### **User**

5. Not to use the Property or any building thereon for the purpose of any manufacture trade or business of any description or for any purpose other than as a private dwellinghouse nor place or suffer to be placed on any part of the Property any commercial showboard placard or nameplate
6. Not to do or suffer to be done any act or thing in or about the Property which shall or may be or grow to the annoyance nuisance damage or disturbance of the Landlord the Management Company or occupier of any part of the remainder of the Estate

#### **Open plan**

7. Not to erect any fences walls (other than may be constructed at the date hereof) or hedges whatsoever on the Property between the House and the roadway or use such area for any other purpose than as accessway lawn or flower beds and to maintain such area as open development and not to permit or allow any obstruction within any part of that area as comprises in whole or in part a vision splay/sight line requirement of the local highways authority to exceed 600mm in height

#### **Walls and fences**

8. Not to alter the position type and height of existing walls and fences (if any) without the written consent of the Management Company and the Landlord

### **Parking**

9. Not to park any vehicle caravan trailer or boat of any kind on the Property or any part of the Estate or erect or place any structure thereon nor abandon any car motorbike van or other vehicle on the car parking area nor carry out any major repairs or any other works to any vehicles on the car parking area
  - 9.1 private motorcars and private motorcycles may be parked on such part of the Property (if any) as is specifically constructed for that purpose or any garage forming part of the Property
  - 9.2 vehicles delivering or collecting goods may be parked temporarily
  - 9.3 any vehicle caravan trailer or boat may be parked in any garage forming part of the Property or with the written consent of the Management Company and the Landlord within the back garden (if any) of the Property if suitably screened and positioned so that it is not obtrusive to the views of neighbours from the ground floor of their premises
10. Not to allow any occupier of or visitor to the Property to infringe these covenants relating to parking

### **Dustbins**

11. Not to place or keep dustbins or refuse bags or the like in front of the House except on such days as are recognised as refuse collection days and to take such steps as may from time to time be required by the relevant Authorities to facilitate collection of rubbish from the front of the House by the said Authorities on the said recognised refuse collection days

### **Notices and signs**

12. Not without the previous written approval of the Landlord or the Management Company to erect or display any notice offering the Property for sale or letting
13. Not to exhibit or permit or suffer to be exhibited any sign or signboard of any description save for any name and number of the House SUBJECT ALWAYS to paragraph 12 above

### **Party walls**

14. Not at any time hereafter to permit or authorise the demolition of any building on the Property so as to leave the party walls dividing any buildings erected on the Property from any buildings erected on the remainder of the Estate exposed as exterior walls without complying with paragraph 15 next following
15. To forthwith support point and render weatherproof to reasonable standard the party walls referred to in preceding paragraph 14 if at any time the said party walls shall become exposed as exterior walls

### **Aerials**

16. Not to breach any of the requirements of the local planning authority regarding the erection and placing of aerials satellite receivers or similar apparatus on any part of the Property
17. Subject to paragraph 16 not to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of television or radio signals on any front or principal elevation so as to be visible from the Estate Road or the Private Accessway and/or which might cause interference with the reasonable enjoyment of the remainder of the Estate

### **Landscaping**

18. Not to damage or remove any tree or shrub which may have been planted or retained on the Property in accordance with any landscaping scheme approved by any Authority and to maintain such trees and shrubs in accordance with good husbandry practice

### **Not to use**

19. Not without the Landlord's consent to use or occupy the Property:-



- 19.1 other than a private dwelling
- 19.2 without prejudice to the general applicaton of clause
- 19.3 hereof not to carry on in the Property or any part as defined thereof of on the Parking Space (if any) any business as defined by section 23(2) of the Landlord and Tenant Act 1954 or any statute amending or re-enacting the same

PROVIDED ALWAYS that

- 20. Not to use the Property or permit the same to be used for any illegal or immoral purposes
- 21. Not to do or permit or suffer to be done any act or thing which may render void or voidable any policy of insurance covering the Property or any part of the Estate or may cause an increased premium to be payable in respect thereof.
- 22. Not to throw dirt rubbish or other refuse or permit or suffer the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or attached to the Property;
- 23. No piano pianola gramophone wireless television loudspeaker or mechanical or other musical instrument or means of reproduction of sound of any kind shall be played or used nor shall any singing be practised in the House so as to be audible outside the House between the hours of eleven p.m. and nine a.m.
- 24. Not to leave or place (or allow to be left or placed) on the common areas any object whatsoever and in no circumstances to obstruct or interfere with the free movement of all authorised persons over the Estate Roads
- 25. To keep the Property clean and tidy and clear or all rubbish and not to convert waste on the Property
- 26. Not to abandon any easements or rights appurtenant to the Property
- 27. Not to permit any easement or similar right to be acquired against the Property
- 28. PROVIDED ALWAYS THAT nothing herein contained shall prevent the Landlord or its successors in title from transferring selling leasing or holding free from any restriction or stipulation any part of the remainder of the Estate or from waiving compliance with or varying or releasing any restriction or stipulation now or hereafter affecting any part of the remainder of the Estate
- 29. The Landlord or the Management Company are not to be liable to the Tenant or the Tenant's successors in title for any breaches of covenants or conditions committed by the purchasers or tenants of any other plot on the Estate and the Landlord is not obliged to take proceedings to enforce any covenants restrictions stipulations and conditions

#### **THE FOURTH SCHEDULE**

##### Computation of the Service Charge

#### **1. Service Charge Provisions**

##### **1.1 Covenant to pay**

- 1.1.1 The Tenant covenants with the Landlord and separately with the Management Company to pay the Phase Proportion of the Phase Provision and the Estate Proportion of the Estate Provision during the Term by equal payments in advance on the first day of each month by bank standing order direct debit or such other method as may be agreed between the parties

##### **1.2 When calculated**

The Service Provision in respect of any Service Charge Year shall be calculated before the beginning of the Service Charge Year and shall be calculated in accordance with paragraph 1.3 below

##### **1.3 How calculated**

1.3.1 The Phase Provision shall consist of a sum comprising the expenditure estimated by the Management Company as likely to be incurred in the Service Charge Year by the Management Company for the matters specified in paragraph 1.4 together with:

(a) an appropriate amount as a reserve for or towards the matters specified in paragraph 1.4 as are likely to give rise to expenditure after such Service Charge 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 Phase (the said amount to be calculated in a manner which will ensure as far as is reasonably possible that the Phase Provision shall not fluctuate unduly from year to year); but

(b) reduced by any unexpended reserve already made pursuant to paragraph 1.3.1.(a).

1.3.2 The Estate Provision shall consist of a sum comprising the expenditure estimated by the Management Company as likely to be incurred in the Service Charge Year by the Management Company for the matters specified in paragraph 1.5 together with:

(a) an appropriate amount as a reserve for or towards the matters specified in paragraph 1.5 as are likely to give rise to expenditure after such Service Charge 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 (the said amount to be calculated in a manner which will ensure as far as is reasonably possible that the Estate Provision shall not fluctuate unduly from year to year); but

(b) reduced by any unexpended reserve already made pursuant to paragraph 1.3.2.(a).

#### 1.4 **Phase Provision**

The relevant expenditure to be included in the Phase Provision shall comprise all expenditure reasonably incurred by the Management Company in connection with the repair management maintenance and provision of services for the Phase provided always that any such expenditure that relates solely to the Property and/or the Estate and/or the Lettable Units shall be excluded from the Phase Provision. The Phase Proportion shall include (without prejudice to the generality of the foregoing):

1.4.1 the costs of and incidental to the Management Company providing the Phase Services;

1.4.2 the costs of and incidental to compliance by the Management Company with every notice regulation or order of any competent local or other authority in respect of the Phase (which shall include compliance with all relevant statutory requirements);

1.4.3 all reasonable fees charges and expenses payable to the Management Company any solicitor accountant surveyor valuer architect or other person whom the Management Company may from time to time reasonably employ in connection with the management or maintenance of the Phase 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 Phase Proportion of the Phase Provision and the Phase Proportion of the Service Charge Adjustment and if any such work shall be undertaken by an employee of the Management Company then a reasonable allowance for the Management Company for such work;

- 1.4.4 any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Phase or in the whole or any part of the Phase Common Parts; and
- 1.4.5 any administrative charges incurred by or on behalf of the Management Company including but not limited to:
- (a) the grant of approvals under this Lease or applications for such approvals;
  - (b) the provision of information or documents by or on behalf of the Management Company;
  - (c) costs arising from non-payment of a sum due to the Management Company; and/or
  - (d) costs arising in connection with a breach (or alleged breach) of this Lease.
  - (e) making such application and representations and taking such action as the Management Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any undertenant of the Property or on any Tenant of any other of the properties on the Phase or on the Management Company in respect of the Phase or all or any of the properties therein
- 1.4.6 any interest paid or other costs reasonably and properly incurred on money borrowed by the Management Company to repay any expenses incurred in connection with the repair management maintenance and provision of services for the Phase;
- 1.4.7 the cost of any incidental to:-
- (a) inspecting maintaining repairing reinstating replacing and furnishing the Phase Common Parts ;
  - (b) lighting the Phase Common Parts ;
  - (c) any contribution paid towards the cost of repairing or maintaining any area or facility used in common with other occupiers of Lettable Units on the Phase who together benefit from the whole of the Phase;
- 1.4.8 if individual occupiers are not separately assessed or charged for the same the cost of supplying water and drainage services to the Phase (to the extent that they do not serve only the Property the Lettable Units and the Estate)
- 1.4.9 the cost of inspecting repairing maintaining cleaning replacing and renewing any Conduits which serve the Property in common with the Lettable Units that together benefit from all of the Phase
- 1.4.10 the cost of providing such staff for the servicing management and security of the Phase as a whole as the Management Company shall reasonably consider necessary
- 1.4.11 If individual occupiers are not separately assessed or charged for the same the cost of supplying electricity and fuel for the performance and maintenance of the lighting of the Private Accessway

- 1.4.12 To effect insurance against the liability of the Management Company to third parties and against such other risks and in such amount and through such insurers underwriters and through such agency as the Management Company shall in its absolute discretion think fit in respect of the Private Accessways and the Phase Common Parts and the use thereof (but not against the liability of individual tenants as occupiers)

## 1.5 Estate Provision

The relevant expenditure to be included in the Estate Provision shall comprise: all expenditure reasonably incurred by the Management Company in connection with the repair management maintenance and provision of services for the Estate provided always that any such expenditure that relates solely to the Property and/or the Phase and/or Lettable Units shall be excluded from the Estate Provision.

The Estate Proportion shall include (without prejudice to the generality of the foregoing):

- 1.5.1 the costs of and incidental to the Management Company providing the Estate Services;
- 1.5.2 the costs of and incidental to compliance by the Management Company with every notice regulation or order of any competent local or other authority in respect of the Estate (which shall include compliance with all relevant statutory requirements);
- 1.5.3 all reasonable fees charges and expenses payable to the Management Company any solicitor accountant surveyor valuer architect or other person whom the Management Company may from time to time reasonable employ in connection with the management or maintenance of the Estate 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 Estate Proportion of the Estate Provision and the Estate Proportion of the Additional Contribution and if any such work shall be undertaken by an employee of the Management Company then a reasonable allowance for the Management Company for such work;
- 1.5.4 any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Estate or in the whole or any part of the Estate Common Parts ; and
- 1.5.5 any administrative charges incurred by or on behalf of the Management Company including by not limited to:
- (a) the grant of approvals under this Lease or applications for such approvals;
  - (b) the provision of information or documents by or on behalf of the Management Company;
  - (c) costs arising from non-payment of a sum due to the Management Company; and/or
  - (d) costs arising in connection with a breach (or alleged breach) of this Lease.
  - (e) making such applications and representations and making such action as the Landlord and/or Management Company shall reasonably think necessary in respect of any notice or order proposal for a notice or order

served under any statute order regulation of bye-law on the Tenant or any other tenant of the property or on any Tenant of any other of the properties on the Phase or on the Landlord and/or Management Company in respect of the Phase or all or any of the properties therein.

- 1.5.6 any interest paid or other costs reasonably and properly incurred on money borrowed by the Management Company to repay any expenses incurred in connection with the repair management maintenance and provision of services for the Estate
- 1.5.7 the cost of and incidental to:-
  - (a) inspecting maintaining repairing reinstating replacing and furnishing the Estate Common Parts ;
  - (b) lighting the Estate Common Parts ;
  - (c) any contribution paid towards the cost of repairing or maintaining any area or facility used in common with other occupiers of Lettable Units buildings on the Estate who together benefit from the whole of the Estate;
- 1.5.8 if individual occupiers are not separately assessed or charged for the same the cost of supplying water and drainage services to the Phase (to the extent that they do not serve only the Property the Lettable Units and the Estate
- 1.5.9 the cost of providing such staff for the servicing management and security of the Estate as a whole as the Management Company shall reasonably consider necessary
- 1.5.10 To effect insurance against the liability of the Management Company to third parties and against such other risks and in such amount and through such insurers underwriters and through such agency as the Management Company shall in its absolute discretion think fit in respect of the Estate Common Parts and the use thereof (but not against the liability of individual tenants as occupiers
- 1.5.11 the cost of inspecting repairing maintaining cleaning replacing and renewing any Conduits which serve the Property in common with the Lettable Units that together benefit from all of the Estate;

## 1.6 **Adjustment to actual expenditure**

As soon as practicable after the end of each Service Charge Year the Management Company shall determine and certify the amount by which the estimate referred to in paragraph 1.3.1 and 1.3.2 shall have exceeded or fallen short of the actual expenditure in the Service Charge 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 immediately following receipt of the certificate the relevant proportion of the excess or the deficiency.

## 1.7 **Change of Specified Proportion**

If in the reasonable opinion of the Management Company or any Agent thereof it shall at any time be necessary or equitable to do so the Management Company may recalculate on an equitable basis each or any of the Phase Proportion and/or the Estate Proportion and will notify the Tenant in writing accordingly and from the date specified in the notice the new Phase Proportion and/or the Estate Proportion shall be substituted for that set out in this Lease.

## 1.8 **Replacement where necessary**

In performing the Phase Services and/or the Estate Services the Management Company may replace any item with a new one or reclaimed item of comparable or better specification and quality where the Management Company (acting reasonably) thinks it is uneconomic to repair the whole or part of the item in question or that it is likely to become uneconomic to continue to repair the whole or any part of it in the future and the costs of replacement will be included as an Item for the purposes of this schedule.

**1.9 Declaration re Landlord and Tenant Act 1985**

The parties agree that the provisions of sections 18 to 30B of the Landlord and Tenant Act 1985 and of Part V of the Landlord and Tenant Act 1987 all of which regulate service charges shall apply to the provisions of this Lease.

**1.10 Double Counting**

For the avoidance of doubt there shall be no incidence of double-counting by the Management Company under this Fourth Schedule

1.11 A certificate signed by the Management Company and purporting to show the amount of the Service Charge for any Service Charge Year shall be conclusive of such amount save as regards manifest errors

1.12 The Management Company shall arrange for accounts of the Service Charge in respect of each Service Charge Year to be prepared and shall supply to the Tenant a summary of such accounts

**1.13 Enforcing covenants of other tenants in favour of the Management Company**

If so required by any tenant of a property in the Phase and/or Estate to enforce the covenants and conditions contained herein on the part of the Tenant or the similar covenants and conditions entered into or to be entered into by the tenants of other properties in the Phase in favour of the Management Company and/or the Landlord so far as the same affect the Property demised to the tenant requiring such enforcement and on such tenant indemnifying the Management Company against all costs and expenses in respect of such enforcement and (if so required by the Management Company) giving reasonable security for such costs and expenses

**1.14 Payment of taxes**

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

**1.15 Joint Expenditure**

reimburse to the adjoining owner (which expression shall include the owner the Management Company or the Landlord and their successors in title being the owner or owners of any adjoining property and any agent or administration company or trustee employed by them) a due proportion of any expenditure incurred by the adjoining owner which relates both to any such adjoining property and to the Estate and falls within any of the purposes mentioned in this Schedule Provided always that where any such expenditure is incurred it shall be apportioned in such manner as may be agreed between the Management Company or the Surveyor and the adjoining owner's surveyor or in default of agreement determined by an independent surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors at the application of the Management Company who shall act as an expert and whose determination shall be final and binding on the parties

**1.16 Third Party Insurance**

To effect insurance against the liability of the Management Company to third parties and against such other risks and in such amount as the Management Company shall think fit (but not against the liability of individual tenants as occupiers of the properties on the Estate)

1.17 **Payment of interest**

To pay all interest costs and expenses that may be incurred by the Management Company in the event of the Management Company having to arrange a loan to maintain a credit balance in the Service Charge fund from a bank or other institution or in the event of the Management Company making a loan from its own funds paying such interest costs and expenses as are no more than those currently chargeable fro such commercial transaction.

**EXECUTED AS A DEED** by affixing the common seal of **COUNTRYSIDE PROPERTIES (UK) LIMITED** in the presence of:

Authorised Signatory

**EXECUTED AS A DEED** by affixing the common seal of **LONDON & QUADRANT HOUSING TRUST** in the presence of:

Authorised Signatory

Authorised Signatory

«IF transferee is individual»  
«REPEAT transferee i full name di»  
«INSERT "zsig\_ind.dot"»  
«END REPEAT»  
«ELSE IF transferee is company»  
«INSERT "zsig\_co.dot"»  
«END IF»

«Startup deed of covenant cp» THIS DEED OF COVENANT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

BETWEEN \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Transferees") of the first part and «mc name cp:LIKE THIS» whose registered office is at One Kings Hall Mews London SE13 5JQ (hereinafter called "the Management Company") of the second part

WHEREAS:-

- 1. By a lease (hereinafter called "the Lease") dated [ \_\_\_\_\_ ] and made between (1) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (hereinafter called "the Landlord") (2) the Management Company and \_\_\_\_\_ (3) [ \_\_\_\_\_ ] (hereinafter called "the Original Tenant") the property now known as «plot postal address line cp» (hereinafter called "the Demised Premises") was demised by the Landlord to the Original Tenant upon the terms and conditions there in contained
- 2. The Lease contained requirements to the effect that upon an assignment thereof the assignee should enter into a direct covenant with the Management Company to observe and perform the covenants and conditions contained therein to the effect that the assignee and his successors in title would from the date of an assignment or transfer duly observe and perform all covenants restrictions and stipulations on the part of the Original Tenant contained therein
- 3. By a transfer of even date herewith and made between the Original Tenant of the one part and the Transferees of the other part the Demised Premises is being transferred to the Transferees for the residue of the term created by the Lease

NOW THIS DEED WITNESSETH (in pursuance of the provisions of the Lease) as follows:-

- 1. THE Transferees hereby covenant with the Management Company that they and their successors in title will at all times from the date hereof duly observe and perform the covenants restrictions and stipulations on the part of the Original Tenant contained in the Lease (whether running with the Lease or of a purely personal or collateral nature) to the same extent as if they the Transferees were the Original Tenant

IN WITNESS whereof the Transferees have hereunto executed this document as a deed the day and year first before written

SIGNED as a Deed by \_\_\_\_\_ )  
 The Transferees \_\_\_\_\_ )  
 in the presence of: - \_\_\_\_\_ )

«PLAY HotDocs\_support»