

(HMLR approved)

DATED 2015

(1) GOLDEN SANDS DEVELOPMENTS MIDLAND LIMITED

(2) IPG MANAGEMENT LIMITED

(3) [REDACTED]

L E A S E

relating to

Apartment : 10 Floor 1 Block B

**Development : Midland Mills Valley Road Bradford BD1
4RP**

**REISS SOLICITORS
243 Manningham Lane
Bradford BD8 7ER**

LR1. Date of Lease	
LR2. Title number(s)	LR2.1 Landlord's title number(s) YY14611, YY14612, YY14613 & YY11415 LR2.2 Other title numbers
LR3. Parties to this Lease	Landlord: Golden Sands Developments Midland Limited (company registration number 09224080) whose registered office is at 14 Southbrook Terrace Bradford BD7 1AD Tenant [REDACTED] both of [REDACTED] [REDACTED] Other parties: IPG Management Limited (company registration number 08606914) of 6 Rawson Place Bradford BD1 3QQ
LR4. Property	In the case of conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail Apartment : 10 Floor 1 Development : Block B Midland Mills Postal address: Valley Road Bradford BD1 4RP The property is shown edged red on the attached floor plan
LR5. Prescribed statements etc.	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003 None LR5.2 This lease is made under, or by reference to, provisions of: None
LR6. Term for which the Property is leased	The term is as follows: 250 years from and including 1 January 2015
LR7. Premium	£70,000
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to)

	<p>surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Schedule 2</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Schedule 3</p>
LR12. Estate rentcharge burdening the Property	Two hundred fifty pounds (£250)
<p>LR13. Application for standard form of restriction</p> <p>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for</p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property]</p> <p>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 written consent signed by the proprietor for the time being of the estate registered under title number or their conveyancer</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust</p>

H M LAND REGISTRY
LAND REGISTRATION ACTS 2002

County & District :

Title Number :

LEASE OF PART

PARTICULARS

DATED :

LANDLORD : **Golden Sands Developments Midland Limited**
(Company Registration Number 09224080)
whose registered office is at 14 Southbrook Terrace
Bradford BD7 1AD

MANAGEMENT COMPANY : **IPG Management Limited** (Company Registration
Number 08606914) whose registered office is at 6
Rawson Place Bradford BD1 3QQ

TENANT : [REDACTED] both of
[REDACTED]

PROPERTY : Apartment : 10 on the 1st Floor
Block B
Development : Midland Mills
Postal Address:

The Property is shown edged red on the attached Plan
and is more particularly described in Schedule 1.

GROUND RENT	:	£250 per annum during the first period of 10 years of the term rising – see Schedule 7
PURCHASE PRICE	:	Seventy thousand pounds (£70,000)

DEFINITIONS

1. The following definitions shall have the specified meanings in this Lease. These definitions are set out generally in order of their first appearance in the Lease.

Landlord	includes the company specified in the Particulars or its agent and the person firm or company that is entitled to the reversionary interest in the Development when this Lease ends.
Tenant	includes the person or persons specified in the Particulars and any person or persons firm or company to whom this Lease shall be transferred including, if applicable, personal representatives of any person or persons.
Plans	the Plans attached to this Lease numbered 1 and 2
Management Company	means the Management Company which has agreed (inter alia) to provide services to and for the Owners of the Apartments and otherwise manage the said Development as herein provided
Development	all that land situate at and registered at H M Land Registry Title Number YY14611 and YY14612 together with the Apartments or on some part thereof by the Landlord
the Term	250 years from and including 1 st January 2015
the Building(s)	being the blocks of Apartments
Apartment(s)	any apartment(s) or flat(s) constructed by the Landlord on the Development during the Specified Period
Apartment Owner(s)	the buyer or buyers of each Apartment who are or who become

	tenants of the Landlord from time to time. This includes the Tenant where the context so permits.
Tenant's Covenants	the positive and negative obligations to be performed and observed by the Tenant that are set out in Schedule 4 and Schedule 6.
Management Company's Covenants	the positive and negative obligations to be performed and observed by the Management Company that are set out in Schedule 5 and Schedule 6.
Ground Rent	as stated in the particulars per year up to 31 December 2025 and thereafter the ground rent shall increase in accordance with Schedule 7 of this Lease with an apportionment payable on the date hereof.
Rent	the Ground Rent and the Service Charge both of which are reserved as rent for the purposes of this Lease. Rent is payable in advance.
Insurance Rent	means a share equivalent to the Service Charge Proportion of the sums incurred in insuring the Building and, the Common Parts and any other facility against the Insured Risks in the Insured Amount pursuant to Schedule 6 Part II Paragraph 2
Tenant's Lender	any person, firm or company that has a secured and registered charge on the Property.
Apartment(s)	the individual dwelling(s) (one of which is the Property) that are within the Development
the Specified Period	80 years from 1 January 2015
Common Parts	all those parts of the Development not specifically demised hereby or demised or intended to be demised by leases of the other Apartments including (without prejudice to the generality of the foregoing)

- (1) the drives paths visitor parking spaces (if any) street lamps and other lighting equipment bin areas foul and surface water sewers and other services within the Development
- (2) the paths and landscaping within the Development
- (3) All boundary walls fences hedges and structures that separate the Development from adjoining areas and shall be maintained by the Management Company.
- (4) main structural parts of the Apartments including (but not limited to) the roof roof spaces foundations and external parts thereof load bearing walls and any of the main timber and joists and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of an Apartment and common areas forming part of the Development and the front door, the entrance hall/lobby, staircases, landings, the fire escape with exit doors, the corridors and all other areas not capable of being let by the Landlord to Apartment Owners or which are used in common with the Landlord and the Apartment Owners and any equipment the benefit of which is for the Apartment Owners

Utility Services

gas (if any), electricity, water, telephone, television, satellite, cable and information technology services as well as any other utility services that may pass along or through Service Media.

Service Media

gutters, downspouts, drains, sewers, pipes, electricity,

telephones and television cables, fibre optics and wires, repeater or relay boxes and any other type of conduit.

Title

the freehold title of the Landlord that is registered at H M Land Registry under Title Number YY14611 and YY14612

Rent Payment Dates

payable in advance on the 1st January in each year

Outgoings

all existing and future rates, taxes, assessments, charges, rental payments, contract payments and any other payments for Utility Services or otherwise that may become due and payable for either the Property or (as the case may be) the Common Parts. These may be local or national dues of a capital or revenue basis but not taxes on the freehold ownership.

Insured Risks

risks in respect of those risks normally covered by a comprehensive policy including loss or damage by fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped from them, impact by road vehicle, riot, civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks, apparatus or pipes, flood, loss of ground rent and such other insurable risks or insurance as either the Management Company or the Landlord may deem reasonable for the Property and the Common Parts respectively.

Insured Amount

the costs (including the cost of shoring up, demolition and site clearance, architects', surveyors' and other professional fees

and all VAT where applicable) which either the Management Company or the Landlord consider would be likely to be incurred in rebuilding or reinstating either the Property or the Common Parts respectively.

Services

the acts to be performed by the Management Company details of which are set out in Schedule 6 Part II. Under the heading "Services"

Initial Service Charge

for the first Account Period (as defined later in this Lease) a sum that the Management Company shall deem a reasonable amount (in its absolute discretion) on account of the Service Charge Proportion. For each Subsequent Account Period the Initial Service Charge shall be a sum equal to the Service Charge Proportion for the preceding Account Period or such other sum on account of the Service Charge Proportion as the Management Company shall deem reasonable (in its absolute discretion).

The Estate Charge

the estate charge means the Service Charge which is payable by all the Apartment Owners being items 1 – 3 of the Common Parts

Service Charge Proportion

means a sum equal to the Service Charge apportioned according to the extent to which the Property in the proper opinion of the Management Company enjoys the benefit of the matters upon which the Service Charge has been expended

Expenses

the payments to be made by the Management Company in

fulfilling the Services or performing the Management Company's Covenants details of which are set out in Schedule 6 Part II under the heading "Services"

Account Period(s)

the period or periods

- (i) from the date of this Lease to and including 31st December next and after then
- (ii) between two consecutive Account Dates (excluding the first but including the second)

Account Dates

31st December in each year of the Term or another date that the Management Company may specify from time to time.

Service Charge Certificate

a statement certified by the accountant who has audited the accounts of the Management Company for any one Account Period. This certificate shall

- (i) show the total cost of the Expenses for the relevant Account Period;
- (ii) show the Service Charge;
- (iii) show the Initial Service Charge payments that Apartment Buyers and Plot Owners will have paid to the Management Company on account of their Service Charge;
- (iv) show any balance due to or from the Tenant; and
- (v) be final and binding (except in the case of a manifest error) upon each of the Apartment Owners.

For the avoidance of doubt the first Service Charge Certificate shall be in respect of accounts audited for the period up to and including 31st December 2015.

The Dominant Tenement means the undertaking of the Undertaker's Instruments of Appointment as a sewerage undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof

2. Where the context so admits "the Landlord" and "the Tenant" includes the successors in title of the Landlord and the Tenant respectively and words in the masculine include the feminine or neuter genders and words in the singular include the plural and vice versa
3. Obligations by more than one person are joint and several
4. Any obligation on the Tenants' part not to do something is an obligation not to do it, omit it, allow it or suffer it to be done or omitted
5. It is the intention that each of the Plots and Apartments shall be transferred upon terms similar to those contained in this Lease to the intent that the Apartment Owners and the Plot Owners may enforce the tenant's covenants against the others.
6. The headings in various parts of this Lease are for ease of reference only.

THIS LEASE is made on the date stated in the Particulars between (1) the Landlord (2) the Management Company (3) the Tenant

1. RECITALS

The Particulars and the Definitions are part of this Lease.

2. GRANT

- 2.1 The Landlord grants this Lease of the Property to the Tenant for the Term with full title guarantee (except as may be limited by this deed) in consideration for the Purchase Price, an apportioned amount of the Rent Insurance Rent and Service Charge Proportion calculated from and including the date of this Lease to the next Rent Payment Date and the next Account Date (as appropriate) and the Tenant's Covenants. The Landlord acknowledges receipt of the Purchase Price and the apportioned amount of the Rent Insurance Rent and Service Charge Proportion.
- 2.2 This Lease includes the rights set out in Schedule 2 but is subject to the rights set out in Schedule 3 which are reserved, to the Landlord the Management Company and Apartment Owners jointly and independently.

3. TENANT'S COVENANTS

The Tenant covenants with the Landlord and as a separate covenant with the Management Company and each of the Apartment Buyers to observe and perform the Tenant's Covenants. This covenant is for the benefit of the Development. A transfer of this Lease does not mean the Tenant avoids his responsibility and obligations set out or referred to in the Landlord and Tenant (Covenants) Act 1995

4. LANDLORD'S COVENANT

4.1 The Landlord gives a personal covenant to the Tenant to allow the Tenant quiet enjoyment of the Property.

4.2 The Landlord covenants with the Management Company and the Tenant (so as to bind the Landlord for the time being but not so as to render the Landlord personally liable after having transferred the Landlord's estate and interest in the Estate and obtained from the person to whom the estate and interest has been transferred a covenant by separate deed with the Management Company and each of the tenants for the time being of the Apartments and Plots and for the benefit of the property respectively vested in them and each and every part to observe and perform the covenants on the Landlord's part in this clause contained) that the Landlord will at the written request of the Tenant or the Tenant's Lender or the Management Company enforce by all means available to the Landlord at the cost of the Tenant or the Management Company the covenants entered into by the Management Company and the tenants or owners of the other Apartments on the Development PROVIDED THAT:

4.2.1 the Landlord shall not be required to take or continue any action or incur costs and expenses under this sub-clause until security as the Landlord's solicitors absolute discretion may from time to time require has been given by the Tenant or the Tenant's mortgagee or the Management Company requesting action

4.2.2 the Landlord may at the Landlord's absolute discretion require the Tenant the Management Company or the person requesting action at their expense to obtain for the Landlord from Counsel to be agreed by the Landlord advice in writing as to the merits of the contemplated action in respect of the allegations made and in that event the Landlord shall not be bound to take action unless Counsel advises that the action should be taken and that it is likely to succeed

- 4.2.3 the Tenant and/or the Management Company shall join in any action or proceedings arising out of this sub-clause 4.2 if so reasonably required by the Landlord
- 4.2.4 the Tenant or the Management Company shall indemnify and reimburse the Landlord for costs and expenses incurred by or awarded against the Landlord arising out of this sub-clause 4.2 (including reasonable reimbursement for the time spent by the Landlord or any agent or servant of the Landlord)
- 4.3 That if the Management Company fails to perform any of its obligations at the request in writing of the Tenant to the Landlord the Landlord will perform those obligations subject to payment being made by the Tenant in advance and on demand to the Landlord of an amount equal to the Tenant's Service Charge Proportion which would have been paid to the Management Company on account of the performance of those obligations if payment has not been previously made to the Management Company
- 4.4 That the Management Company and persons authorised by the Management Company may have access to the Development and Common Parts and any part necessary or proper to enable the Management Company to carry out its obligations contained in this Lease
- 4.5 subject to the provisions of the Defective Premises Act 1972 and the Unfair Contract Terms Act 1977 and save where covered by the Insurance the Landlord shall not be liable or responsible for damage suffered by the Tenant or a visitor or employee of the Tenant or any other person to their person or goods by reason of the act neglect or default of the Landlord or any other tenant or occupier of the Development or of the contractor employee or licensee of the Landlord The Management Company another tenant or occupier or by reason of theft or otherwise from the Property or any other part of the Development or by reason of a defect in a fixture fitting pipe wire or the absence of lighting

in or upon the Development or any part

- 4.6 To insure (or to instruct the Management Company to do so) the Common Parts against the Insured Risks in the Insured Amount subject to such excess, exclusions or limitations as the Landlord's insurers may require in such insurance office or with such underwriters and through such agency as the Landlord may from time to time decide and with a reputable insurance office. Should the Management Company be instructed to insure the Management Company will collect the Insurance Rent.
- 4.7 Providing insurance for third part liability in such an amount and for such risks as the Landlord shall deem reasonable or desirable

5. MANAGEMENT COMPANY'S COVENANT

The Management Company covenants with the Tenant and, as a separate covenant, with the Landlord to observe and perform the covenants in Schedule 5 hereto.

6. TRANSFER OF THE LEASE

If the Tenant wishes to transfer this Lease for a price but cannot do so because the Ground Rent exceeds that permitted by law then the Ground Rent shall be reduced to the maximum amount permitted by law. The date when that Ground Rent reduction shall come into effect will be the date of the transfer (that causes the Ground Rent reduction) of this Lease.

7. FORFEITURE

7.1 If:

7.1.1 the Rent remains unpaid for more than 21 days after it becomes due (whether or not formal demand for payment is made); or

7.1.2 the Tenant breaches or otherwise fails to perform and observe any of the Tenant's

Covenants; or

7.1.3 the service charge due to the Management Company remains unpaid for 21 days after becoming payable

then it will be lawful for the Landlord to re-enter the Property or any part of it. When it does so the Term shall immediately end but without prejudice to any claim or right of action of the Landlord or the Management Company against the Tenant for any prior breach or non-observance or non-performance of any of the Tenant's Covenants.

7.2 This right of re-entry and forfeiture provision shall not become exercisable until or unless:

7.2.1 the Landlord has served a written notice on the Tenant and the Tenant's Lender (if notice shall have been given to the Landlord) specifying the Tenant's breach, breaches, non-observance or non-performance; and

7.2.2 either the Tenant or the Tenant's Lender shall not have made good the breach, breaches, non-observance or non-performance within 21 days following the date of the Landlord's notice.

8. CAPITAL RECEIPT

Where this Lease is granted to more than one individual who shall together constitute the Tenant they declare that the survivor of them can give a valid receipt for capital money arising on a sale of the Property.

9. AGREEMENT & DECLARATION

In executing and completing this Lease the Landlord the Management Company and the Tenant agree to and declare the various covenants respectively given and statements made in this Lease:

9.1 the Landlord retains unrestricted rights to sell, lease or otherwise deal with any other part of the Development either free from any or all of the restrictions and stipulations in Schedule 4

- or subject to additional or different restrictions and stipulations as it thinks fit. The Landlord may also release or vary any restrictions or stipulations that it may impose; and
- 9.2 the Landlord is not bound by the plotting of boundaries or the general Development scheme that may be shown on any plans at any time. The Landlord may alter the plotting or general Development scheme as it thinks fit provided that this has no material impact on the Property demised by this Lease
- 9.3 the Tenant is not entitled, either now or in the future, to any right of light or air or other easement (except as by this Lease expressly granted) that may restrict or interfere with the free use and enjoyment of the Development for whatever purpose;
- 9.4 covenants given by the Tenant are joint and several where there is more than one Tenant;
- 9.5 Where the Landlord's consent is needed for anything contained in Schedule 3 it shall be entitled to call for plans and specifications of the proposed work if it is appropriate to do so. The Landlord may charge a reasonable fee of not less than £100.00 plus Value Added Tax for providing its written consent.

10. NOTICES

- 10.1 Any notice in writing or other document required or authorised to be given or served hereunder shall be sufficiently served although only addressed to the Tenant and notwithstanding that any person to be affected thereby is absent or under disability and shall be sufficiently given or served if left at the last known place of abode or business of the Tenant or other person to or upon whom it is given or served or affixed or left on the Property
- 10.2 Any such notice shall also be sufficiently given or served if it is sent by a next working day delivery service to the last known address or registered office of the party to whom it is sent and any notice so sent by recorded delivery shall be deemed to have been duly served at the

expiry of 48 hours after the time of posting and in providing service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the relevant party in accordance with this sub-clause and posted by recorded delivery to the place to which it was so addressed

11. DISPUTES

Any dispute arising out of the terms and provisions of the Lease between any two or more of the Tenant the Landlord the Management Company or any of the Apartment Owners shall unless otherwise expressly stated herein be referred (in the case of a dispute not relating to a legal issue) to an independent Chartered Surveyor agreed upon between the parties in such dispute or in the absence of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors or (in the case of a dispute relating to a legal issue) to an independent barrister agreed upon between the parties in such dispute or in the absence of agreement appointed by the chairman for the time being of the Bar Council on the application of any party to such dispute such Surveyor or Counsel to act as an arbitrator under the provisions of the Arbitration Acts 1996 or any statutory modification or re-enactment thereof for the time being in force

SCHEDULE 1

the Property

The Property briefly described in the Particulars the extent of which is more particularly described in this Schedule.

1. The Property includes:

- 1.1 the doors, door frames, windows, window fastenings, window frames, window sills and glass fitted in the window frames;
- 1.2 the non-structural internal walls and partitions and the plaster work of them that is within the Property and the doors and fitted frames fitted in those walls and partitions.
- 1.3 the plaster work of the ceilings and the surfaces of the floors including any floor boarding or tiling and wood blocks or sheets
- 1.4 one half in depth of the space between the ceilings of the Property and the floors of the Apartment above
- 1.5 one half in depth of the space between the floors of the Property and the ceilings of the Apartment below
- 1.6 the joists or beams on which the floors are laid but not the joists or beams to which the ceilings are attached
- 1.7 all Service Media now laid or installed or which may be laid or installed within the Specified Period in or under any part of The Development and which exclusively serves the Property.

2. Except as expressly excluded all internal walls and boundary structures separating the Property from any other Apartment shall be party walls and shall be used repaired and

maintained as such.

3. Except as expressly excluded all internal walls but not the external plaster and boundary structures separating the Property from the Common Parts shall belong to the Property
4. The Property excludes
 - 4.1 the Common Parts
 - 4.2 any of the main timbers and joists of the Development not referred to as specifically included in the Property
 - 4.3 all Service Media now laid or installed or which may be laid or installed within the Specified Period in or under the Development and that do not exclusively serve the Property.

SCHEDULE 2

Rights included or otherwise granted in common with the Landlord the Management Company and the Apartment Owners and Others who may have like right

1. A pedestrian right of way at all times over the Common Parts and the Estate Road for the purposes of access to and from the Property and for the normal reasonable enjoyment of the Property provided always that the Landlord or the Management Company (with the Landlord's prior consent) shall have the right temporarily to close or divert any of the Common Parts subject to leaving available reasonable and sufficient means of access to and from the Property.
2. A right for Utility Services to pass through the Service Media outside the boundaries of and for the benefit of the Property.
4. A right of support and protection for the Property from the Development.
5. All easements and quasi easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Property.
6. The benefit of the Tenant's Covenants given by Apartment Owners so far as they provide a benefit to the Property or the Tenant. This right is given so far as it can be given in law by the Landlord to the Tenant for the benefit of the Property.
7. The benefit of the rights given to the Landlord in the Title so far as they relate to the Property and so far as it is reasonable to exercise them for the normal reasonable enjoyment of the Property.
8. The right to use in common with other Apartment and occupiers and their visitors the refuse bin space, and common areas and any common facility forming part of the Development subject to the Tenants Covenants in the Fourth Schedule and to such reasonable rules and

regulation for the common enjoyment thereof as the Management Company may from time to time prescribe.

9. Such rights of access to and entry upon the Common Parts and the other Apartments as are necessary for the proper performance of the Tenant's obligations hereunder subject to the Tenant causing as little disturbance as possible and making good any damage caused.

The rights set out in this Schedule apply only to benefit the Property for use as a single private residence. The rights granted in this Schedule do not extend over any land or equipment owned or let to any service authority or company.

SCHEDULE 3

Rights reserved in favour of the Landlord the Management Company and Apartment Owners

- 1.** A right for Utility Services to pass through the Service Media within the boundaries of the Property.
- 2.** A right to construct, make connections to and maintain the Service Media that is not used exclusively by the Property for the benefit of the Development.
- 3.** A right of entry onto or into the Property at any time during the Term subject to the Tenant first being given reasonable notice (except in cases of emergency) of the intention to exercise this right. This right is reserved for the following purposes only:
 - 3.1** to inspect the Property to ensure proper compliance with the Tenant's Covenants;
 - 3.2** to ensure compliance with the Management Company's covenants which may include inspections, the carrying out of work or the taking of inventories;
 - 3.3** for any other reasonable purpose in connection with the Landlord's ownership of the Development.
 - 3.4** to carry out the Management Company's covenants as set out in this Lease

Any physical damage done to the Property in the exercise of this right is to be made good and remedied to the reasonable satisfaction of the Tenant.
- 4.** A right for the Landlord only to build, re-build or alter (or permit those things to happen) the Development (including the Common Parts) as the Landlord shall think fit. This right still applies even though any variation may obstruct light or air reaching other parts of the Development but this does not give the Landlord the right to obstruct access or light to the Property.

5. A right of support and protection for the Development from the Property.
6. All easements and quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Development over the Property.
7. A right for the Landlord only to alter the layout of the Common Parts but not so as to prejudice access to the Property.
8. A right to use in common with other Apartment and occupiers and their visitors the refuse bin space and visitor parking (if any) and common areas forming part of the Development.

SCHEDULE 4

Covenants by the Tenant with the Landlord and with the Management Company and of other Apartments Owners as a separate covenant with each of them as follows:

- 1.** To pay the Ground Rent and Insurance Rent on the Rent Payment Dates to the Landlord (or other agent authorised by the Landlord) without any deduction whatsoever
- 2.** To pay to the Management Company the Initial Service Charge, the Service Charge proportion and the Outgoings when due to whoever they shall be due. In addition, if any special insurance arrangement is required for the exclusive benefit of the Property and/or Tenant beyond the Insured Risks and which is something the Management Company would not normally insure, then the Tenant shall pay to the Management Company any additional levy or premium the Management Company may have to pay within 7 days of receiving a written demand for payment.
- 3.** To pay and discharge all existing and future rates taxes duties charges assessments and outgoings whatsoever whether parliamentary parochial or otherwise payable by law in respect of the Property either by the owner or occupier thereof.
- 4.** To pay for all gas (if any) electricity water and any other services in respect of the Property
- 5.1** To keep the Property in good repair, decoration and condition during the Term. This includes repairing rebuilding or renewing worn out or damaged parts that are not the responsibility of the Management Company and includes repairing rebuilding or renewing any additions and the Landlord's Fixtures and Fittings but so that the Tenant's obligations under this covenant shall not extend to any repairs hereinafter covenanted to be effected by the Management Company or which are covered by insurance
- 5.2** to report to the Management Company any signs of dampness rot or external damage

affecting the Property or Common Parts or any deterioration in the fabric thereof

- 5.3** in connection with the Defective Premises Act 1972 or any legislation modifying amending or replacing the same

5.3.1 notify the Landlord and the Management Company in writing of any defect in the Property immediately upon the same coming to the knowledge of the Tenant

5.3.2 indemnify the Landlord and the Management Company against any claims procedures and demands and the costs and expenses incurred thereby by reason of the Tenant's failure to give such notice

- 6.** To comply with any regulations set by the Management Company in the interests of good estate management and the enjoyment of the Property as well as the enjoyment of the Apartments by the Apartment Owners.
- 7.** Not to change the external appearance of the Property (whether that external appearance be to the outside world or the interior of the Development) nor make any structural alteration to the Property without first obtaining the written consent of the Landlord
- 8.** This Lease should not be transferred without the new tenant expressly covenanting with the Landlord to observe and perform the Tenant's Covenants in the form contained in Schedule 8.

In any event, the Tenant is not to transfer part of the Property only nor grant a new Underlease of the Property (whether all or part of it). For the avoidance of doubt this restriction does not prohibit or inhibit the Tenant from granting other types of short term tenancies such as an assured tenancy or any assured shorthold tenancy provided that the Tenant gives prior notice to the Management Company of his or her address for the duration of the short term tenancy

- 9.** To give notice to the Landlord and the Management Company of a transfer of this Lease and of any mortgage within 28 days of legal completion of that event. In doing so the

Tenant (or the new tenant) shall provide to the Landlord and Management Company a certified copy of the Transfer which shall give the full names and address for communication (if not the Property) of the new tenant **10.** To pay the reasonable costs of the respective solicitors for the time being of the Landlord and the Management Company in connection with the Deed of Covenant and Notice of Assignment and Notice of Mortgage.

- 11.** Not to impede either the Landlord or the Management Company in performing its obligations and duties.
- 12.** Not to do anything (whether by act or omission) that renders insurance of the Development void or voidable. In addition, the Tenant must not do anything (whether by act or omission) to inhibit or prohibit the rebuilding or reinstatement of the Development or any part of it if it is destroyed or damaged.
- 13.** Not to obstruct or cause to be obstructed (wholly or partially) the Common Parts. In particular not to deposit or leave rubbish or litter in or on the Common Parts other than if left for collection pursuant to a recognised waste disposal procedure the Landlord may implement.
- 14.** Not to use the Common Parts other than for access to and from the Property and for the purpose for which each element of the Common Parts is designed.
- 15.** To comply with written regulations relating to the management and control of the Development and the Common Parts which the Management Company may make from time to time.
- 16.** Not to hang (or otherwise support) washing either outside the Property or inside the Property in such a way that it is visible outside the Property (whether that be to the outside world or the interior of the Development).
- 17.** Not to do anything (by act or omission) or bring into or onto the Property anything that may

cause strain or stress (in excess of that for which the Property (or any part of it) is designed to bear with due margin for safety) to the walls, floors or ceilings of the Property. In addition not to overload the Service Media serving the Property.

- 18.** To yield up the Property at the end of the Term having complied with the terms of this Lease and any subsequent document relating to the Property.
- 19.** In the seventh year of the term and every succeeding seventh year of this demise and in the last three months thereof to paint with two coats of good quality paint in a workmanlike manner all the wood iron and other internal parts of the Property usually or which ought to be painted and shall repaper such parts as are usually papered.
- 20.** The Tenant shall clean the inside windows of the Property as often as may be necessary and at least once every three months.
- 21.** The Landlord or the Management Company on giving at least three days notice in writing to the Tenant may with or without workmen and others at reasonable times enter upon and examine the condition of the Property and may serve notice on the Tenant in writing specifying any repairs or works necessary to be done for which the Tenant is liable hereunder and require the Tenant forthwith to execute them and if the Tenant does not within two months after the service of that notice proceed diligently with the execution of those repairs or works then the Landlord or the Management Company may enter upon the Property and execute them and the cost shall be a debt due to the Landlord or the Management Company from the Tenant and shall be recoverable forthwith by action
- 22.** The Tenant shall not do or permit or suffer to be done in the Property or the Development anything which may be or become a nuisance or cause damage to the Landlord or the Management Company or to any other Apartment Owners and shall pay all costs and expenses incurred by the Landlord or the Management Company in abating a nuisance in obedience to a notice served by a competent authority

23. The Tenant shall do all such works as under any Act of Parliament bye-laws regulations or rule of law are directed or necessary to be done on or in respect of the Property (whether by landlord tenant or occupier) and shall keep the Landlord indemnified against all claims demands and liabilities in respect thereof
24. The Tenant shall not do or permit or suffer to be done any act matter or thing in respect of the Premises in contravention of the provisions of the Town and Country Planning Acts for the time being in force and shall keep the Landlord indemnified against all claims demands and liabilities in respect thereof
25. The Tenant shall permit the Landlord the Management Company and the Owners of the other Apartments their servants or agents with or without workmen and others to have access to and enter upon the Property as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other Apartments and similar to those herein contained
26. Neither the Property nor any part thereof shall be used for any illegal purpose nor shall any trade or business be carried on there nor shall any boarders or lodgers be taken but the Tenant shall use them for the purpose of a single private residence only
27. The Tenant shall not permit any caravans trailers or huts on wheels to stand on any part of the Development
28. The Tenant shall not play or suffer to be played any musical instrument electronic recording television or radio which may be audible from outside the Property
29. The Tenant shall pay all costs and expenses (including solicitor's costs and surveyor's fees) incurred by the Landlord incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 or incurred in or on contemplation of proceedings under Section 146 or 147 of that Act or any statutory modification thereof and relating to the Premises or arising from any breach of the Tenant's obligations

- 30.** The Tenant shall not erect upon or affix to the exterior of the Property any wireless television satellite dish or other aerial or mast or apparatus whatsoever
- 31.** The Tenant shall lay and maintain carpet with suitable felt or other underlay on all indoor floors of the Property except that in the bathroom and kitchen vinyl cork or other suitable floorcovering for avoiding the transmission of noise may be used instead of carpet to ensure that every electrical device or machinery in the Property has an effective suppressor
- 31.1** To pay interest at the Interest Rate on any overdue payments payable by the Tenant under this Lease
- 31.2** A payment is overdue for the purposes of this clause if it is paid more than twenty one days after both of the following conditions are fulfilled:-
- 31.2.1 it has been duly requested in writing (and in the case of a payment unquantified by the Lease duly quantified);
- 31.2.2 it is due under the terms of this Lease.
- 31.3** In this paragraph "Interest Rate" means a rate of 4% over the base rate of Royal Bank of Scotland plc and if no such base rate exists an interest rate reasonably specified by the Landlord representing the rate charged or which would be charged to the Landlord on money borrowed to defray expenses incurred by the Landlord.
- 32.** Not to keep any animal or creature in the Property without the Management Company's prior consent in writing. Such consent whether given or waived may be withdrawn at any time.
- 33.** Any covenant by the Tenant not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by a tenant agent or visitor of the Tenant
- 34.** In any case where the Tenant is liable to make any payment to the Landlord or to the Management Company or to their solicitors or other professional advisors the Tenant shall

also pay any Value Added Tax on such payment

- 35.** Not to place in the Property or on any part of the Development any advertisement placard poster illuminated sign or any other type of sign so as to be visible from the outside, for the avoidance of doubt this includes “For Sale” or “To Let” signs. If this restriction is breached the Management Company and/or the Landlord has the right to go in to the Property to remove the offending sign or poster at the expense of the Tenant.
- 36.** Not to breach the provisions contained in the planning permission relating to the Property

SCHEDULE 5

the Management Company's Covenants with the Landlord and the Apartment Owners and the Tenant

- 1.** To enforce the Tenant's Covenants given by an Apartment Owner who is in breach of any one or more of them at the reasonable request of the Tenant. If the enforcement of the Tenant's Covenants is requested by the Tenant for his benefit only then this covenant is given subject to the Tenant indemnifying the Management Company for all costs, claims, expenses and liabilities the Management Company may incur in enforcing the Tenant's Covenants. In this case it shall be reasonable for the Management Company to seek security for those costs and liabilities from the Tenant before beginning to seek enforcement of the Tenant's Covenants. If the enforcement of the Tenant's Covenants is requested by a majority of the Apartment Owners for the benefit of all of them or the Development generally then enforcement shall be regarded as a service within the definition of Services in this Lease the cost for which shall be met through the medium of the Service Charge.
- 2.** To provide the Services set out in Schedule 6 Part II and pay the Expenses subject to payment by the Tenant of the Service Charge when due at all times throughout the Term.
- 3.** To comply with all fire regulations (whether imposed by statute or otherwise) and any requirements of insurers in this respect.
- 4.** To maintain and keep in good and substantial repair and condition the Common Parts the Management Company shall before repairing any common areas for the carrying out of which it requires access to the Property give reasonable notice (and except in cases of extreme urgency at least 48 hours notice) in writing to the Tenant the Management Company shall on giving such notice be entitled to carry out those repairs but shall act

carefully and reasonably doing as little damage as possible to the Property and making good all damage done by itself to the reasonable satisfaction of the Tenant.

SCHEDULE 6

Part I

the Service Charge

- 1.** The Tenant covenants to pay to the Management Company the Service Charge proportion when due in the manner set out in this Schedule.
- 2.** The Tenant shall pay the Initial Service Charge to the Management Company in advance by one yearly payment on the 1st January in each year. For the first Account Period the Tenant shall pay (on completion of this Lease) an apportioned amount of the Initial Service Charge for the period beginning with the date of this Lease to and including 31st December next
- 3.** The Management Company shall balance the amount of the costs and expenses of providing the Services from Account Period to Account Period so far as it is reasonable and practicable to do so. This means that the Management Company can raise a charge within the Service Charge to enable it to build up and carry a reasonable reserve fund. In subsequent Account Periods the Management Company can use that reserve fund as it thinks reasonable for future expenses, liabilities and payments (whether certain or contingent, obligatory or discretionary) so as to minimise the amount of the Service Charge for any one or more Account Period. The reserve fund will be held in trust for the Apartment Owners by the Management Company.
- 4.** The Management Company shall keep proper account books showing all costs and expenses incurred in providing the Services and will have them properly audited by a competent accountant at the end of each Account Period. The Management Company will then produce to each Apartment Owner or Plot Owner as soon as reasonably possible after an Account Date a Service Charge Certificate for the Account Period ending on and including

the day preceding the previous Account Date.

5. If the Service Charge Certificate shows that the Service Charge Proportion for the relevant Account Period is greater than the Initial Service Charge paid on account for that Account Period the Tenant shall pay the difference between the Initial Service Charge and the Service Charge Proportion to the Management Company by payment within 1 calendar month of receipt of the Service Charge Certificate
6. If the Service Charge Certificate shows that the Service Charge Proportion for the relevant Account Period is less than the Initial Service Charge paid on account for that Account Period, the refund due to the Tenant shall, during the Term, be set off against future payments due from the Tenant under this Schedule. Following the expiry of the Term that sum shall be set off against any other money due from the Tenant to the Management Company under this Lease and the balance (if any) shall be paid to the Tenant.
7. The Management Company shall be at liberty to employ and engage such persons, firms, or companies and hire such equipment as it considers reasonable or necessary (in its absolute discretion) to do so to enable it to provide the Services.
- 8.1 Provided further and it is hereby agreed except so far as the same may be insured by any policy the Management Company shall not be liable to the Tenant nor shall the Tenant have any claim against or the Landlord in respect of:-
 - 8.1.1 any accidents that may occur to the Tenant or any other person or for any interruption of any of the services hereinafter mentioned from whatsoever cause beyond the Management Company's or the Landlord's control
 - 8.1.2 any damage suffered by the Tenant or any other person arising out of any defect in the Development or any item in or upon the Development
 - 8.1.3 any act neglect default omission misfeasance or nonfeasance of any of the Management Company's employees or contractors

- 8.1.4 any loss or damage or interference or annoyance suffered by the Tenant during the carrying out by the Management Company of repairs decorations additions alterations or other works which appear to the Management Company to be necessary or desirable to the Property or to the Development provided the same are carried out with proper skill and care
- 8.2** Unless otherwise specifically provided nothing in this Lease shall impose any obligation upon the Management Company to provide or install any system or service not in existence at the date hereof
- 8.3** If the Property or any part thereof or the means of access thereto shall at any time be so destroyed or damaged by any of the risks against which the Management Company is liable to insure under the Management Company's covenants in that behalf hereinbefore contained so as to render the same unfit for occupation or use then and in every such case the rent or a proportionate part thereof according to the nature and extent of the damage sustained shall cease to be payable until such time as the Property or the damaged portion thereof shall have been restored to a condition fit for occupation and use but so that this provision shall not apply to any damage against which the Management Company shall have effected any such policy of insurance as is mentioned in the Management Company's covenants in that behalf hereinbefore contained if payment of the insurance money under any such policy or any part of such money shall be refused in consequence of any act omission or default of the Tenant or any person claiming through the Tenant or his family visitors or licensees and any dispute or difference with regard to this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Acts 1996 or any statutory amendment or re-enactment in that behalf for the time being in force

PART II
SERVICES

1. Provisions and replacement renewal repair maintenance and cleaning (as the case may be) of:-
 - 1.1 the Common Parts
 - 1.2 lighting and heating to the Common Parts
 - 1.3 signs erected (if any)
 - 1.4 fire fighting equipment in the Common Parts (as required by law, insurers or as the Landlord deems reasonable)
 - 1.5 providing methods for the collection and disposal of waste
 - 1.6 any other amenities that the Management Company deems reasonable or necessary for the benefit of the Apartment Owners
 - 1.7 maintaining any service media that either serves the Development or which exists within it (not owned or otherwise the responsibility of Utility Service organisations) used in common by more than one Apartment Owner or Plot Owner
 - 1.8 cleaning the outside of the windows of the Apartments
 - 1.9 the boundary structures within the Development
 - 1.10 the foul and surface water sewers serving the development
 - 1.11 to provide such security for the Development which the Landlord deems reasonable
2. If required to do so by the Landlord to insure the Buildings (which includes the Property) and the Common Parts against damage or destruction by the Insured Risks and to insure the Common Parts against the Insured Risks in the Insured Amount subject to such excess, exclusions or limitations as the Landlord's insurers may require in such insurance office or with such underwriters and through such agency as the Landlord may from time to time

decide with a reputable insurance office such insurance to be in the joint names of the Landlord the Management Company and with the Tenant's and Mortgagee's interests noted thereon

3. If the Apartments and/or the Common Parts or any one or part of them are destroyed or damaged by any of the Insured Risks then the Landlord will transfer the insurance monies upon receipt to the Management Company and the Management Company will
 - 3.1 use its best endeavours to obtain all the permissions required to rebuild and reinstate the Buildings and/or the Common Parts; and
 - 3.2 apply all money received pursuant to an insurance claim in the repair rebuilding and reinstatement of the Apartments and/or the Common Parts so destroyed or damaged as soon as all the permissions have been obtained; and
 - 3.3 that if for any reason the obligation on the part of the Management Company to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall thereupon be deemed to have been discharged and the Management Company shall stand possessed of all money paid to it under and by virtue of the said insurance upon trust to pay to the Landlord the Tenant and/or their respective mortgagees (if any) such proportion of the moneys as may be agreed between the Management Company the Tenant and the Landlord and in default of agreement such proportion as shall be determined by a Surveyor (acting as an expert not as an arbitrator) appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the request of the Landlord or the Management Company or the Tenant to be fair and reasonable having regard to the relative values of the respective interests of the Landlord the Management Company and the Tenant immediately before the occurrence of the said destruction or damage

4. Providing insurance for third party liability in such an amount and for such risks as the Landlord shall deem reasonable or desirable.
5. **Decoration**
 - 5.1 To paint the part of the exterior of the Property previously painted when and in the manner agreed by the Management Company with the Apartment Owners and
 - 5.2 failing agreement then to paint the exterior wood and metal parts with two coats of good quality paint in the same colour as they were last painted at least once every four years calculated from the commencement of the term of this Lease
 - 5.3 to paint the wood and metal parts of the internal common parts and to decorate the internal common parts and when and as agreed by the Management Company with the Tenant and the Apartment Owners
 - 5.4 failing agreement will decorate all such parts in the same colour as they were last painted at least once every seven years
6. If required to do so to collect the rent due to the Landlord as provided in this Lease and to pay the same to the Landlord within fourteen days from the due date.

PART III

Expenses

- 1.** All Outgoings assessed or otherwise payable in respect of the Common Parts and/or the provision of the Services.
- 2.** All premiums, expenses and costs incurred in insuring the Apartments and the Common Parts and providing third party liability insurance as required by the provisions of this Lease (excluding any special or additional levy or premium that should be paid by the Tenant pursuant to the terms of Schedule 4, clause 1).
- 3.** All costs and expenses incurred in employing and/or engaging such people, firms and companies and the hire of such equipment in the performance of its obligations under this Lease.
- 4.** The cost of any maintenance contracts entered into with third parties in relation to the provision of the Services.
- 5.** The cost of obtaining, and then maintaining or renewing, all equipment, materials and supplies which may be required from time to time in providing the Services.
- 6.** The cost of having the Management Company's accounts audited and producing the Service Charge Certificates.
- 7.** VAT (or other tax or levy) where charged on the Expenses.
- 8.** Any other reasonable and proper expenses incurred by the Management Company including any bank charges or credit charges that may become payable from time to time.
- 9.** Provision for anticipated future expenditure in relation to the Services and Expenses as the Management Company may deem reasonable or appropriate.
- 10.** The cost of enforcing:
 - 10.1** the covenants given in the Title for the benefit of the Development

- 10.2 the Tenant's Covenants against any one or more Apartment Owners or Plot Owners at the request of a majority of Apartment Owners and/or Plot Owners or the Landlord.
- 10.3 defending or instituting legal action in respect of this lease.

SCHEDULE 7

Provisions for review of Rent by R.P.I. (Consumer Prices Indices)

1. Review Periods

- 1.1 The Ground Rent shall be fixed for each 10 year period of the Term commencing on 1 January 2015 (“the Base Date”) (each of which 10 year periods shall be called a “Rent Period”):-
- 1.2 For the remainder of the First Rent Period (which for the avoidance of doubt expires on 31 December 2025) the Ground Rent shall be as stated in the Particulars
- 1.3 For each subsequent Rent Period the Rent shall be the higher of the Rent payable during the previous Rent Period and “the reviewed rent” calculated in accordance with clause 2 below

2. The Reviewed Ground Rent

- 2.1 The reviewed rent for the purposes of paragraph 1.3 shall be computed by the formula

$$R \times \frac{A}{B}$$

where

R is the Ground Rent payable for the First Rent Period

and

A is the most recently published figure on the first day of the Rent Period in question of the ‘all items’ index of the Index of Retail Prices published by the H M Stationery Office or any successor ministry or department (“the Index”)

and

B is the Index figure last published at the Base Date 1st January 2015

- 2.2 The said formula shall continue to be used notwithstanding that the name of the Index may be changed or that it may be published by a different department so long as the Government for the time being continues to compile and publish it on substantially the same basis as at

the date hereof

2.3 IF the Index shall be recalibrated so that the base figure used to compile the Index changes after the Base Date the figure taken to be shown in the Index after the change is to be the figure that would have been shown in the Index if the reference base current at the Base Date had been retained

2.4 If it becomes impossible to calculate the Ground Rent for any Rent Period by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any other reason whatever, or if any dispute or question whatever arises between the parties as to the amount of the Rent for any Rent Period or the construction or effect of this Schedule then the Rent for that Rent Period or the disputed matter is to be determined by an arbitrator to be appointed either by agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors or any person authorised by him to make appointments on his behalf on the application of either the Landlord or the Tenant which shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 and the arbitrator is to have full power to determine on such dates as he considers appropriate what the increase in the Index would have been had it continued on the basis assumed for the operation of this rent review and in view of the information assumed to be available for it provided that if that determination is also impossible the arbitrator must determine a reasonable rent for the Property on such dates as he considers appropriate having regard to the purposes and intent of the provisions in this Lease for the review of the Rent

3. Notice and Memorandum of the Rent payable

3.1 The Landlord must before the start of each Rent Period give notice to the Tenant of the amount of the Rent for the next Rent Period

3.2 Whenever the Rent has been ascertained in accordance with this Schedule memoranda to

that effect must be signed by or on behalf of the Landlord and the Tenant and annexed to this document and its counterpart and the Landlord and the Tenant must bear their own costs in this respect

SCHEDULE 8

Deed of Covenant

To: The Landlord and The Management Company

Re: The Apartment

Date:

I/WE **[name]** of **[address]**

HEREBY COVENANT with you that I/we and my/our successors in title will at all times from the date of this Deed duly pay under the terms of a Lease dated **[date]** and made between **[parties]** (the residue of the term thereby granted being transferred to me/us by a Transfer of even date herewith) the rent insurance rent and the Service Charge (which terms as defined in the said Lease) and all other sums payable thereunder and observe and perform all the covenants restrictions stipulations and conditions contained in the said Lease and on the part of the Tenant to be observed and performed (whether running with the said Lease or of a purely personal or collateral nature) to the same extent as if I/we were the original Tenant named therein

EXECUTED as a deed (but)

not delivered until the date)

of this Lease) by affixing the)

Common Seal of the)

Landlord in the presence of)

its Director and a Secretary)

or Authorised Official)

Signature

Signature

Name :

Name :

Director/Authorised Official

Director/Secretary/Authorised Official

EXECUTED as a deed (but)

not delivered until the date)

of this Lease) by affixing)

the Common Seal of the)

Management Company in)

the presence of)

Signature

Signature

Name :

Name :

Director/Authorised Official

Director/Secretary/Authorised Official

SIGNED as a deed (but not)
delivered until the date of)
this Lease) by the Tenant)
in the presence of)

SIGNED as a deed (but not)
delivered until the date of)
this Lease) by the Tenant)
in the presence of)