

DATED

2010

CELTIC MOTORS (C.M.) LIMITED (1)

- and -

[] (2)

DRAFT:

LEASE

- relating to -

**Apartment [], Landmark, West Tower, (Tower 1),
22 Marsh Wall, London E14 9A[]**

FINERS STEPHENS INNOCENT LLP

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London W1W 5LS
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Ref: **P338/546856.12**

FSI-3847555-6

Date: 22 January 2015

Prescribed Clauses

LR1	Date of Lease	2010
LR2	Title number(s)	<p>LR2.1 Landlord's title number:</p> <p>EGL363613</p> <p>(Title number(s) out of which this lease is granted. Leave blank if not registered)</p>
		<p>LR2.2 Other title number(s):</p> <p>Not Applicable</p> <p>(Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made)</p>
LR3	Parties to this lease	<p>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated</p>
		<p>Landlord:</p> <p>Celtic Motors (C.M.) Limited (company registration number 380370) whose registered office is at 3rd Floor, Ulysses House, Foley Street, Dublin 1, Ireland</p>
		<p>Tenant: [] of []</p>
		<p>Other parties:</p> <p>Not applicable</p>
LR4	Property	<p>In the case of a conflict between this clause and the remainder of the lease then, for the purposes of registration, this clause shall prevail</p> <p>The Property as described in clause 1.1 of this lease</p>
LR5	Prescribed statements etc	<p>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.</p> <p>Not applicable</p> <p>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement</p>
		<p>LR5.2 This lease is made under, or by</p>

		<p>reference to, provisions of:</p> <p>Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease</p>
LR6	<p>Term for which the Property is leased</p> <p>NOTE: This information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003</p>	The term as specified in this lease at clause 1.1
LR7	<p>Premium</p> <p>Specify the total premium, inclusive of any VAT where payable</p>	[] pounds (£[])
LR8	<p>Prohibitions or restrictions on disposing of this lease</p>	This lease does contain a provision that prohibits or restricts dispositions
LR9	<p>Rights of acquisition etc</p> <p>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</p>	<p>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:</p> <p>Not applicable</p> <p>LR9.2 Tenant's covenant (or offer to) surrender this lease:</p> <p>Not applicable</p> <p>LR9.2 Landlord's contractual rights to acquire this lease:</p> <p>Not applicable</p>
LR10	<p>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</p>	Not applicable
LR11	<p>Easements</p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property:</p> <p>Refer to Schedule 2 and clause 6.2 of this lease</p>

		<p>LR11.2 Easements granted or reserved by the lease over the Property for the benefit of other property:</p> <p>Refer to Schedule 3 of this lease</p>
LR12	<p>Estate rentcharge burdening the Property</p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge</p>	Not applicable
LR13	<p>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 each title and set out the full text of the restriction you are applying for.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</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 certificate signed by the applicant for registration or their conveyancer that the provisions of clauses 3.5 [and 3.6] to the Lease dated [] have been complied with”</p>
LR14	<p>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>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements</p>	<p>[Not applicable]</p> <p>[The Tenant is more than one person. [They are to hold the Property on trust for themselves as [joint tenants] [tenants in common in equal shares] [They are to hold the Property on trust []]</p>

CONTENTS

Clause	Page Number
1 Interpretation and Definition	1
2 Demise	7
3 Tenant's Covenants	8
4 Landlord's Covenants	8
5 Right of Re-entry	9
6 Agreements and Declarations	10
7 Restriction	11
8 Insurance	11
9 Third Party Rights	14
10 Governing law and jurisdiction	14
11 Notices	15
12 Certificate.....	16
Schedule 1.....	17
Schedule 2.....	19
Schedule 3.....	21
Schedule 4	23
Schedule 5	30
Block Services	30
Part I – Block Services	30
Part II - The Block Service Costs.....	31
Part III - The Block Service Charge	33
Schedule 6	34
Estate Services and Costs.....	34
Part I - The Estate Services.....	34
Part II - Estate Service Costs	35
Part III - The Estate Service Charge	37
Schedule 7	38
Landlord’s Deed of Covenant.....	38
Schedule 8.....	42
Schedule 9.....	43
Schedule 10.....	46

PARTIES

- (1) **CELTIC MOTORS (C.M.) LIMITED** (Company Registration Number 380370) whose registered office is at 3rd Floor, Ulysses House, Foley Street, Dublin 1, Ireland (**Landlord**); and
- (2) [REDACTED] of [REDACTED] (**Tenant**).

1 INTERPRETATION AND DEFINITION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease:

Balcony: any terrace or balcony at the Property

Block: the land comprising and including the block of residential and commercial units on the Estate known (of which the Property forms part) known as West Tower, The Landmark (Tower 1) shown edged blue on Plan 1 and all buildings from time to time on such land

Block Commercial Units: the Commercial Units in the Block at levels 00 and 01

Block Common Parts: the entrances, lobbies, landings, staircases, lifts, door entry systems, passages, footpaths, walkways, courtyards, landscaped areas, reception areas, post room, fire escapes, communal security equipment, television and other aerials, means of refuse disposal, service installations and other areas, structures and facilities the use or equipment of which is common to occupiers of the Property and some or all of the tenants, occupiers or other users of the Block (excluding any parts of the Block from time to time let to a tenant or tenants or occupied or intended for separate or exclusive occupation by a tenant or tenants)

Block Insurance Rent: the Block Service Charge Proportion of the costs incurred by the Landlord in:

- (1) insuring the Block in accordance with the provisions of this lease;
- (2) insuring the Flats against Loss of Rent (if the Landlord so requires)
- (3) insuring against all third party and public liability for the Landlord in relation to the Block; and
- (4) in obtaining all insurance valuations

together with all or any increased premium payable because of any operation, act or omission of the Tenant or of any undertenant, visitor, agent or licensee of the Tenant

Block Service Charge: the Block Service Charge Proportion of the Block Service Costs or estimate of such costs calculated and payable in accordance with Part III of Schedule 5

Block Service Charge Proportion: means the fair and proper share of the Block Service Charge Costs attributed to the Property by the Landlord

Block Services: the services set out in Part I of Schedule 5

Block Service Costs: the reasonable and proper costs and expenses incurred by the Landlord in relation to the matters described in Part II of Schedule 5

Car Park: the area of the Estate at minus 02 level allocated by the Landlord for the parking of vehicles

Commercial Units: the units on the Estate to be used for commercial and community purposes

Common Parts: the Block Common Parts and the Estate Communal Areas

Conduits: all sewers, channels, drains, pipes, wires, cables, soakaways and any other conducting media or apparatus for the supply or transmission of Services and shall include all ancillary equipment now laid or to be laid in, under or through the Estate during the Perpetuity Period

Cycle Store: the cycle store at level minus 01 within the Estate (accessed from Cuba Street) shown edged and hatched green on Plan 2 for the exclusive use by the tenants and occupiers of the Block

Energy Costs: means the metered share of the energy costs and other costs incurred by the Landlord in supplying heating and cooling to the Property via the communal heating and cooling system within the Estate

Estate: the land known as 22 Marsh Wall, London E14 registered in title number EGL363613 at the Land Registry and shown edged red on Plan 1 which comprises the land and all buildings from time to time on such land (including the Property and the Block)

Estate Communal Areas: the gym and those parts of the Walkway, roadways, footpaths, forecourts, accessways, car park, gardens, open spaces and landscaped areas and walls on the Estate and any other external part of the Estate from time to

time made available for common use or enjoyment by the owners and occupiers of the Estate

Estate Insurance Rent: the Estate Service Charge Proportion of the costs incurred by the Landlord in:

- (1) insuring the Estate in accordance with the provisions of this lease;
- (2) insuring against all third party and public liability for the Landlord in relation to the Estate; and
- (3) in obtaining all insurance valuations

together with all or any increased premium payable because of any operation, act or omission of the Tenant or of any undertenant, visitor, agent or licensee of the Tenant

Estate Service Charge: The Estate Service Charge Proportion of the Estate Service Costs or estimate of such costs calculated and payable in accordance with Part III of Schedule 6

Estate Service Costs: the costs and expenses incurred by the Landlord in relation to the matters described in Part II of Schedule 6

Estate Services: the services set out in Part I of Schedule 6

Estate Service Charge Proportion: means the fair and proper share of the Estate Service Costs attributed to the Property by the Landlord

Flats: the flats within the Block and the flats within the other blocks comprised within the Estate and "Flat" has a corresponding meaning

Gym: the gymnasium at level minus 02 (basement) for the exclusive use of owners and occupiers of the private Flats only within the Estate as shown edged and hatched orange on Plan 4

Insured Risks: the loss, damage or destruction by fire, lightning, explosion, aircraft (including articles dropped from aircraft), riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflow of water pipes, tanks and other apparatus and impact by road vehicles, subsidence, ground heave or landslip and such other risks as the Landlord acting reasonably shall from time to time decide to insure against to the extent that such insurance is available on the London insurance market at reasonable cost and may ordinarily be arranged for properties such as the Estate with a substantial and reputable insurer, subject to such excesses,

exclusions and limitations as are ordinarily required from time to time in the insurance market

Insurance Rent: the Block Insurance Rent and the Estate Insurance Rent

Interest: 4% per annum above the base rate of HSBC Bank Plc from time to time

Landlord's Deed of Covenant: the deed of covenant to be given to the Landlord in the form contained in Schedule 7 or in such form as shall reasonably be required by the Landlord, such deed of covenant to be prepared by the Landlord or the Landlord's Solicitors at the cost of the Tenant

Landlord's Solicitors: such solicitor as the Landlord shall from time to time appoint to act on its behalf and shall notify to the Tenant

Landlord: includes the person for the time being entitled to the reversion immediately expectant upon the Term

Loss of Rent: loss of Rents for such period (being not less than three years) as may reasonably be required by the Landlord from time to time having regard to the likely period of reinstatement

[Parking Space Lease: a lease of a car parking space dated [] 2010 and made between (1) the Landlord and (2) the Tenant]

Property: the flat on the [] floor within the Block and intended to be known as Number [], Landmark West Tower, The Landmark (Tower 1), 22 Marsh Wall, London E14 9A [] as shown edged red on Plan 3 and as more particularly described in Schedule 1

Premium: [] pounds (£[])

Perpetuity Period: the period of eighty years commencing on the 1 January 2009 and shall be the perpetuity period applicable to this lease

Planning Permission: planning permission number:

- (a) PA/05/52 dated 24 May 2006;
- (b) PA/06/1439 dated 5 July 2007; and
- (c) PA/07/02744 dated 4th April 2008

all granted by the London Borough of Tower Hamlets

Plan 1, Plan 2 Plan 3 and Plan 4: the plans marked as Plan 1, Plan 2 Plan 3, and Plan 4 as attached to this lease

Rent: Initially [£400 per annum (studio)] [£500 per annum (1 bed flat)] [£750 per annum (2 bed flat)] [£850 per annum (3 bed flat)] and thereafter in accordance with Schedule 9

Rents: the Rent, the Insurance Rent, the Energy Costs and the Service Charges

Refuse Area: the Refuse Area at level minus 02 exclusively serving the Block shown edged and hatched purple on Plan 4

Service Charges: the Block Service Charge and the Estate Service Charge

S106 Agreement: agreements under Section 106 of the Town and County Planning Act 1990 (as amended) and:

- (a) dated 24 May 2006 and made between (1) The Mayor and Burgesses of the London Borough of Tower Hamlets and (2) the Landlord; and
- (b) dated 5 July 2007 and made between (1) The Mayor & Burgess of the London Borough of Tower Hamlets (2) the Landlord and (3) The Governor and Company of The Bank of Ireland as amended by Deed of Variation dated 4th April 2008 and made between (1) The Mayor and Burgess of The London Borough of Tower Hamlets (2) the Landlord and (3) The Governor and Company of The Bank of Ireland

Tenant: includes the person for the time being entitled to the Term and where two or more persons are expressed to be the tenant all covenants entered into by them shall be deemed to be entered into jointly and severally

Term: 999 years from and including 1st January 2009 until and including 31 December 3007

Third Party Rights: all rights, covenants and restrictions affecting the Estate including but not limited to the matters referred to in the registers of title number EGL363613 (save for financial charges)

Utilities: all electricity, water, gas, telephone communications, foul and surface water effluent, television signals and data transmission and other services or supplies

Services: the Block Services and the Estate Services

Walkway: the walkway through the Estate shown edged and hatched red on Plan 2

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns
- 1.4 Unless the context otherwise requires, references to the **Block**, the **Property**, the **Car Park**, the **Block Communal Area**, the **Estate**, the **Estate Communal Areas** and the **Flats** are to the whole and any part of them or it
- 1.5 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate law for the time being in force made under it and all orders, notices, codes of practice and guidance made under it
- 1.6 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them
- 1.7 Any obligation in this lease on the Landlord or the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person
- 1.8 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them
- 1.9 A **person** includes a corporate or unincorporated body
- 1.10 References to **writing** or **written** do not include faxes or email
- 1.11 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.12 Clause, Schedule and paragraph headings do not affect the interpretation of this lease

- 1.13 Words imparting one gender shall include all other genders and words importing the singular shall include the plural and vice versa
- 1.14 The expression **neighbouring property** does not include the Estate
- 1.15 A reference to a **working day** is any day which is not a Saturday, a Sunday, a Bank or Public Holiday in England and Wales
- 1.16 Where there is an obligation to obtain the consent or approval of the Landlord under this lease such consent or approval must be in writing and such obligation includes where necessary an obligation to obtain the consent or approval in writing of any superior landlord or chargee from time to time
- 1.17 Where the Landlord has a right to enter the Property such right will also be exercisable by the Landlord's agent, superior landlord and any chargee from time to time and all persons authorised by the Landlord or such other persons with or without workmen and equipment

2 **DEMISE**

- 2.1 In consideration of the Premium paid by the Tenant to the Landlord (the receipt of which is acknowledged) and of the Rents to be paid and the covenants on the part of the Tenant to be observed the Landlord with full title guarantee lets the Property to the Tenant for the Term:
- 2.1.1 together with (in common with all other persons from time to time entitled to them) the rights set out in Schedule 2;
- 2.1.2 excepting and reserving to the Landlord and all others from time to time entitled to use them the rights set out in Schedule 3;
- 2.1.3 subject to the content of Schedule [8]
- 2.2 The grant is made with the Tenant paying the following as rent to the Landlord:
- 2.2.1 the Rent in advance on 1 January in each year the first such payment or proportionate sum to be paid on the date of this lease
- 2.2.2 the Insurance Rent within 14 days of demand
- 2.2.3 the Service Charges on 1 January in each year or within 14 days of demand as provided for in Part III of Schedule 5 and Part III of Schedule 6 respectively
- 2.2.4 any Value Added Tax from time to time payable by the Tenant to the Landlord within 14 days of demand; and

- 2.2.5 any other monies due to the Landlord under the terms of this lease to be paid within 14 days of demand

3 **TENANT'S COVENANTS**

The Tenant covenants with the Landlord:

- 3.1 to observe and perform the obligations set out in Schedule 4.
- 3.2 and as a separate covenant with the tenants for the time being of the other Flats and the Commercial Units so that this covenant may enure for the benefit and protection of the Estate that the Tenant will at all times observe and perform the obligations set out in Part II of Schedule 4.
- 3.3 to afford to the Landlord a complete indemnity but for no other purpose to observe and perform the Third Party Rights so far as they relate to the Property and the Balcony and are capable of being enforced and to indemnify the Landlord against all costs claims and demands arising by reason of any default
- 3.4 to pay the Rents in the manner set out in the lease and not to exercise or seek to exercise any right or claim to withheld rent or any right or claim to set off unless the same is permitted in accordance with the terms of this lease
- 3.5 not to assign, transfer or make any other disposition of this lease without first paying all sums due to the Landlord under this lease up to the date of such disposition and except to a person who has at the same time as such disposition entered into and delivered the Landlord's Deed of Covenant
- 3.6 [not to assign, transfer or make any other disposition of this lease without contemporaneously transferring the Parking Space Lease to the person taking that disposition unless the Tenant retains ownership of another Flat to which it can be ancillary]
- 3.7 to observe and perform all easements, covenants, stipulations and other matters contained or referred to in the charges register to the Estate so far as they relate to or affect the Property and the Balcony at the Property and are still subsisting and are capable of being enforced.

4 **LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant:

- 4.1 that the Tenant paying the Rents and performing and observing the covenants on the part of the Tenant contained in this lease shall peaceably hold and enjoy the Property

for the Term without any lawful interruption or disturbance by the Landlord or any person rightfully claiming under or in trust for it or by title paramount

- 4.2 that the Landlord will require every person to whom it shall grant a lease of any of the other Flats to covenant to observe like restrictions and stipulations as are contained in Part II of Schedule 4 and in respect of the Commercial Units to covenant to observe the restrictions and stipulations as are contained in Schedule 10
- 4.3 if so required by the Tenant for the reasonable protection of the Property to enforce or assist the Tenant in enforcing covenants by a tenant of any of the other Flats similar to those contained in Schedule 4 and by a tenant of any of the Commercial Units similar to those contained in Schedule 10 provided that the Tenant shall indemnify the Landlord against all costs and expenses in respect of such enforcement and provide such security for costs and expenses as the Landlord may reasonably require and in so far as compliance with them is within the reasonable control of the Landlord.
- 4.4 subject to payment of the Service Charges by the Tenant and to the provisions of Schedules 5 and 6, the Landlord will use reasonable endeavours to carry out and provide or procure the carrying out and provision of the Services (so far as appropriate or possible having regard to the state of completeness of the Estate from time to time and as may be required in accordance with the provisions of good estate management)
- 4.5 that it will comply with the obligations contained in the following documents:
 - 4.5.1 the S106 Agreement (save as the extent that such obligations fall on the Tenant under this Lease;
 - 4.5.2 the conditions of the Planning Permission insofar as they still require compliance on finalisation of the development of the Estate

5 **RIGHT OF RE-ENTRY**

If the whole or any part of the Rents shall be unpaid for twenty one days after becoming due (whether formally demanded or not) or if there shall be a breach of any of the tenant covenants contained in this lease the Landlord shall be entitled (in addition to any other right) at any time thereafter to re-enter the Property and the Balcony or any part of them in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant or other term of this lease Provided that if the Tenant shall have served notice in writing on the Landlord at any time with the name and address of the Tenant's lender on the Property the Landlord shall not be entitled to exercise its right of re-entry until at least 21 days notice in writing has been given

by the Landlord to the said lender stating (i) details of unpaid rents and/or (ii) the nature of any breach of covenant on the part of the Tenant alleged by the Landlord and (iii) details of the Landlord's requirements for any such breach to be remedied insofar as the breach is capable of remedy

6 AGREEMENTS AND DECLARATIONS

The parties agree and declare as follows:

- 6.1 the Tenant shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of the Estate or any adjoining or neighbouring land of the Landlord by the Landlord or any persons deriving title under the Landlord for building or any other purpose and the use of any such right, advantage or privilege
- 6.2 this lease shall not be deemed to include and shall not operate to grant any easement, right or privilege except those expressly granted and Section 62 of the Law of Property Act 1925 shall not apply to this lease
- 6.3 the Landlord will not be obliged to issue any Value Added Tax invoice for any supply until it has received payment for the same
- 6.4 any dispute, difference or complaint arising between the Tenant and any other owner or occupier in respect of the use of the Common Parts or the use or occupation of the Property or any other part of the Estate shall if required by the Landlord be submitted to the Landlord whose decision shall be final
- 6.5 the Landlord will be free to build on and use any neighbouring land in any way notwithstanding that such building or use results in any reduction in the flow of light, air, access to and/or amenities enjoyed by the Property and the Balcony provided that reasonably acceptable alternative means of access and/or amenities are provided
- 6.6 the Landlord may from time to time acting reasonably (but so long as reasonable means of access and egress and reasonable rights for the use of the Conduits remain available for the benefit of the Property and the Balcony):
 - 6.6.1 change the location, area or arrangements for use by the Tenant of any part of the Common Parts or Conduits
 - 6.6.2 close or alter any part of the Common Parts
 - 6.6.3 use the Common Parts for such promotional activities as the Landlord in its absolute discretion may from time to time deem desirable

- 6.6.4 stop up or divert or remove any of the Conduits
- 6.7 For the purposes of clause 2 and the Law of Property (Miscellaneous Provisions) Act 1994:
 - 6.7.1 the covenant implied by section 2(1)(b) of that Act shall be amended by deleting from that section the words "his own cost" and substituting therefore the words "the cost of the person to whom he disposes of the Property"
 - 6.7.2 section 6(2)(a) of that Act is to be construed as if all entries made in any public register are within the actual knowledge of the Tenant
- 6.8 The rights granted and excepted and reserved in this lease are granted and excepted and reserved subject to the person exercising the rights causing as little inconvenience and damage as reasonably practicable and making good at its own cost as soon as reasonably practicable any damage caused to property
- 6.9 For the purposes of the Data Protection Act 1988 or otherwise the Tenant agrees that information held by the Landlord relating to this lease may be disclosed to third parties in connection with the management of and/or any disposal or other dealing with the whole or any part or parts of the Landlord's interest in the Estate and the Property

7 **RESTRICTION**

The Landlord applies to the Chief Land Registrar and the Tenant consents to the entry on the Register of a restriction in the Form L as detailed in prescribed clause LR13 at front of this lease

8 **INSURANCE**

- 8.1 The Landlord covenants with the Tenant:
 - 8.1.1 that the Landlord shall subject to payment of the Insurance Rent by the Tenant at all times during the Term (unless such insurance is vitiated by any act or default of the Tenant or by anyone at the Estate, Property, Block or the Balcony expressly or by implication with the authority of the Tenant) insure the Block and the Estate in the name of the Landlord with a reputable insurance company or underwriter to be nominated or approved in writing by the Landlord with provision for a note of the Tenant's interest and the interest of the Tenant's lender to be noted whether this be by way of an individual notification or a global notification of all tenants and lenders on the Estate

- 8.1.2 the insurance shall be effected against the Insured Risks and Loss of Rent (if the latter is required by the Landlord)
- 8.1.3 the insurance shall be for such sum as the Landlord is properly advised is the full cost of rebuilding and reinstating the Block and the Estate including all Value Added Tax, architects, surveyors, engineers, solicitors and all other professional persons fees, the fees payable on any application for planning permission or other permits or consents which may be required in relation to rebuilding or reinstating, the cost of preparation of the site including shoring up, debris removal, demolition, site clearance and any works which may be required by statute and incidental expenses and, if the Landlord so requires, loss of rent and liabilities in respect of property owner's and third party risks in relation to the Estate in such sum as the Landlord shall reasonably require
- 8.1.4 to produce to the Tenant on demand, but only once in any insurance year, a copy of the terms of the policy of insurance effected by the Landlord and evidence/confirmation of the fact that the policy is still in force

8.2

- 8.2.1 Subject to the provisions of clause 8.2.2, if and whenever the Block or the Estate or any part of it is damaged or destroyed by one or more of the Insured Risks the Landlord will as soon as reasonably practicable rebuild or reinstate the damage or destruction and apply all money in respect of such insurance (save in respect of the Loss of Rent) in rebuilding or reinstating the parts of the Block or the Estate destroyed or damaged and make good any shortfall out of its own monies provided that the Landlord shall not be required to make up any shortfall where the insurance is vitiated by any act or default of the Tenant or by anyone at the Estate, Block, Property or Balcony expressly by or by implication with the authority of the Tenant
- 8.2.2 The Landlord need not rebuild or reinstate the Block or the Estate if and so long as the rebuilding or reinstating is prevented because the Landlord cannot having used all reasonable endeavours to do so obtain the necessary permissions or is unable to comply with the conditions to such permissions or the rebuilding or reinstating is prevented by war, act of God, government action, strike or lock-out or because of the occurrence of any other relevant circumstance beyond the Landlord's control
- 8.2.3 If the Landlord is prevented from reinstating for a period of 3 years starting on the date of the damage or destruction then the Landlord's obligation to rebuild or reinstate shall come to an end and the insurance money shall be distributed between the Landlord, the Tenant and the tenants of the other Flats and Commercial Units (if so required) as may be affected by such damage or destruction in proportion to the values of their respective interests in the Block and/or Estate (as the case may be)

- 8.3 The Tenant covenants with the Landlord:
- 8.3.1 to give notice to the Landlord as soon as possible on the happening of an event against which the Landlord may have insured against under this lease
 - 8.3.2 to pay the Insurance Rent within 14 days of a demand and if so demanded in advance of the date of renewal
 - 8.3.3 to give notice to the Landlord of any matter within the actual knowledge of the Tenant that a prudent insurer might treat as material in deciding whether or on what terms to insure or to continue to insure the Block and/or the Estate
 - 8.3.4 not to do or omit anything which could cause the insurance effected under clause 8.1.1 to become void or voidable in whole or in part
 - 8.3.5 not to do anything that could cause any additional or increased premium to become payable unless the Tenant has previously notified the Landlord and the insurer and obtained the insurer's approval
 - 8.3.6 not to obstruct the access to any fire equipment or the means of escape from the Block or other part of the Estate
- 8.4 If at any time during the Term the property comprising the Block and/or the Estate and/or the Common Parts:
- 8.4.1 is increased or decreased on a permanent basis; or
 - 8.4.2 if as a result of the measuring of the Flats and Commercial Units in the Block and/or the Estate; or
 - 8.4.3 if some other event occurs the result of which is that it shall be undesirable to calculate or apportion the insurance costs or any of them on the basis of the relevant Service Charges Proportion which would be expected to apply to the completed Estate (as the case shall require)
- then the Landlord shall be entitled to calculate or apportion the insurance costs or any of them by an alternative percentage or proportion, such calculation to be made in a fair and reasonable manner and notified in writing to the Tenant from time to time
- 8.5 If the payment of any insurance money is refused owing to some act or default of the Tenant or any undertenant or their respective servants, agents, visitors or licensees, the Tenant shall pay to the Landlord the amount so refused within ten working days after written demand

8.6 If any excess to which any policy of insurance relating to the Property or the Balcony shall be subject becomes applicable the Tenant shall pay to the Landlord the amount or a fair proportion of such excess within five working days after written demand

8.7

8.7.1 If the Property or any of the Common Parts reasonably required for the use of the Property in accordance with this lease shall be destroyed or damaged by any Insured Risk so as to render the Property unfit for or incapable of occupation and use, and loss of rent has been insured against by the Landlord at the relevant time the Rents or a fair proportion of them according to the nature and extent of the damage sustained shall be suspended (save to the extent that the insurance money shall be irrecoverable owing to some act or default of the Tenant or any undertenant or their respective servants, agents, visitors or licensees) until the Property shall cease to be unfit for or incapable of occupation and use or until the expiration of the period insured against for loss of rent (whichever shall be the earlier) PROVIDED ALWAYS that any dispute as to the extent, proportion or period of such suspension shall be determined absolutely the Landlord.

8.7.2 If the Rents cease to be payable under this lease, then the amount not payable shall not exceed the amount received by the Landlord in respect of loss of rent insurance

9 **THIRD PARTY RIGHTS**

Subject to the provisions of this lease permitting otherwise, no persons or class of persons shall acquire any rights or benefits under this lease pursuant to the Contract (Rights of Third Parties) Act 1999

10 **GOVERNING LAW AND JURISDICTION**

10.1 This lease will be governed by and construed in accordance with the law of England and Wales

10.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this contract or the legal relationships established by this lease

10.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this lease being served on it in accordance with the provisions of this lease relating to service of notices

10.4 Nothing contained in this lease shall affect the right to serve process in any other manner permitted by law

11 **NOTICES**

- 11.1 Any notice, demand or document given under this lease must be in writing and signed on behalf of the person giving it
- 11.2 Any notice, demand or document to be given or delivered under this lease must be given by delivering it personally or sending it by pre-paid first class or recorded delivery to the address and for the attention of the relevant party as follows:
- 11.2.1 to the Landlord at the Landlord's registered office or last known business address if an individual
- 11.2.2 to the Tenant at the Property or such other address as the Tenant shall notify to the Landlord in writing from time to time
- 11.3 Giving or delivering a notice or demand or a document to a party's solicitor shall not constitute the giving or delivering of it to a party to this lease
- 11.4 Any such notice, demand or document will be deemed to have been received:
- 11.4.1 if delivered personally, at the time of delivery provided that:
- (1) if delivery occurs before 9.00 am on a working day the notice will be deemed to have been received at 9.00 am on that day; and
- (2) if delivery occurs after 5.00 pm on a working day, or at any time on a day that is not a working day, the notice will be deemed to have been received at 9.00 am the next working day
- 11.4.2 in the case of pre-paid first class or recorded delivery post at 9.00 am on the second working day after posting
- 11.5 In proving service, it will be sufficient to prove that delivery was made or that the envelope containing the notice, demand or document was properly addressed and posted as a pre-paid first class or recorded delivery letter
- 11.6 A notice or demand given or document delivered under this lease will not be validly given or delivered if sent by fax or by email

12 **CERTIFICATE**

12.1 The parties certify that this lease:-

- 12.1.1 is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995; and

12.1.2 is granted pursuant to an agreement for lease dated [] 200[]

EXECUTED as a deed but not delivered until the date which appears at the head of this document

Schedule 1

The Property

- 1 All that flat known as [] floor level [] forming part of the Block shortly described in clause 1.1 including the following:
 - 1.1 the plaster or plasterboard surfaces of the ceiling and floor surface screed of the Flat (but not the structure supporting the same nor the sound proofing membrane)
 - 1.2 the doors, door frames, and the glass in the external windows to the Flat except the external decorative surfaces of the entrance door and door frame
 - 1.3 all the non-load bearing walls within the Flat
 - 1.4 one half of the non-load bearing walls bounding the Flat and separating the Flat from any other part of the Block severed medially
 - 1.5 the plaster or plaster board or other surface on the load bearing walls within and bounding the Flat and the external walls of the Flat
 - 1.6 all Conduits exclusively serving the Flat
 - 1.7 the sliding patio door (if any) including the glass therein within the Flat leading to the Balcony
 - 1.8 all door and window furniture including handles, deadlocks, night latches and hinges within the Flat
 - 1.9 all sanitary ware and fittings within the Flat
- 2 But does not include:
 - 2.1 any structural parts of the Block including where appropriate the roof or foundation of the Block
 - 2.2 the load bearing and external walls of the Block except those surfaces described above
 - 2.3 the painted or other external surface of the entrance door and door frames to the Flat
 - 2.4 the window frames to the Flat within the external walls of the Flat
 - 2.5 the Conduits within or serving the Flat but not used exclusively for the Flat
 - 2.6 any air space above the ceiling or below the floor to the Flat

2.7 the Balcony at the Flat

Schedule 2

Rights Granted

- 1 A right of way on foot only through over and along the Common Parts designated by the Landlord from time to time for those purposes and a right of way by pedal cycle and on foot only over those parts of the Estate Communal Areas provided for that purpose such right to be used in common with the Landlord and all other persons having a like right for all purposes in connection with the use of the Property as a private dwelling
- 2 The right to the free passage and running of all Utilities to and from the Property and to and from the Balcony in and through the Conduits that serve the Property in or through or under the remainder of the Estate subject to reasonable temporary interruption for repair, alteration or replacement
- 3 The right of support, shelter and protection for the Property from other parts of the Block and the part of the Estate immediately surrounding the Block
- 4 The right to use the Refuse Area (once the Refuse Area has been completed by the Landlord and is fully functional and accessible for use) for the storage of refuse and to use any communal refuse receptacles provided by the Landlord in common with all those entitled to the like right for the disposal of suitably wrapped household refuse together with (once the Refuse Area has been completed by the Landlord and is fully functional and accessible for use) a right of way on foot only over and along the access way at level minus 02 (basement) and shown hatched brown on Plan 4 for the purpose of access to and egress from the Refuse Area
- 5 The right to use the Cycle Store (once the Cycle Store has been completed by the Landlord and is fully functional and accessible for use) for the storage of bicycles in common with all those entitled to the like right for the storage of bicycles together with (once the Cycle Store has been completed by the Landlord and is fully functional and accessible for use) a right of way on foot with or without a pedal cycle over and along the access way at level minus 01 and shown hatched brown on Plan 2 for the purpose of access to an egress from the Cycle Store
- 6 The right to connect normal television appliances to any communal television aerial and satellite dish provided by the Landlord at the Block
- 7 The right to enter other parts of the Block (including the other Flats) for the purpose of inspecting, maintaining, reinstating, repairing and renewing the Property as necessary for the proper performance of the Tenant's obligations in this lease at all reasonable

times on giving reasonable prior notice (except in the case of emergency) the Tenant causing as little disturbance as possible and making good at the Tenant's cost any damage occasioned in the exercise of such right to the reasonable satisfaction of the person owning the area accessed.

- 8 The benefit of the restrictions and stipulations contained or to be contained in:
 - 8.1 the leases of the other Flats similar to those set out in Part II of Schedule 4; and
 - 8.2 the leases of the Commercial Units similar to those set out in Schedule 10
- 9 The right on giving reasonable prior notice (except in the case of emergency) to enter the remainder of the Block for the purpose of repairing, maintaining, replacing and inspecting any Conduits serving the Property, the Tenant doing as little damage as possible to the land entered and making good all damage caused in the exercise of such rights at the Tenant's cost without unnecessary delay and to the satisfaction of the person owning the area accessed provided that none of the rights granted by this clause shall apply to or be exercised over any land transferred to or vested in any local authority, statutory undertaker, utility company or other competent authority
- 10 An exclusive right to use the Balcony at the Flat at all times
- 11 The right to use (in common with all others so entitled) the designated post room within the Block for the collection of post at level 00 together with a right of way on foot only over and along the Block Common Parts for the purpose of access to and egress from such designated post room
- 12 The right to use (in common with all other so entitled) the Gym (once the Gym has been completed by the Landlord and is fully functional and accessible for use) and any equipment so provided therein by the Landlord from time to time and during such hours as the Landlord may designate (subject to any temporary suspension of the gymnasium facility to enable redecoration, refurbishment and re-equipment of such facility from time to time and subject to any regulations imposed by the Landlord (acting reasonably) regarding the use of the same
- 13 The benefit of the rights appurtenant to the freehold title to the Estate so far as they may be relevant to the Property

Schedule 3

Rights Excepted

- 1 The right to the free and uninterrupted passage and running of all Utilities from and to the remainder of the Block and the Estate in and through any Conduits which are now or may at any time be in, upon, through, under or over the Property

- 2 The right of support, light, air, shelter and protection to the remainder of the Block, the Balcony and the Estate from the Property

- 3 The right for the Landlord and its authorised agents at reasonable times and upon reasonable written notice (except in cases of emergency) to enter the Property or any part of it to:
 - (1) inspect, cleanse, connect, lay, repair, remove, relay, replace with others, alter or execute any works to or in connection with the Conduits referred to in this Schedule
 - (2) to view the condition of the Block, the Estate or any part of the Block or Estate and any Conduits
 - (3) to service, maintain and alter the Conduits serving the Block and the Estate and to install any additional Conduits which may be necessary for the Block and the Estate
 - (4) to carry out the Services
 - (5) to carry out any work in the Block, the Estate or in any of the other Flats or Commercial Units that cannot be reasonably carried out without access to the Property
 - (6) to exercise any of the rights granted or reserved to the Landlord by this lease
 - (7) for any purpose connected with the management or insurance of the Block, with the Landlord's interest in the Estate or in any other land in which the Landlord may from time to time have an interest

Provided that in all the above cases the person entering the Property shall do as little damage as possible to the Property and shall make good all damage caused to the Property in the exercise of such rights as soon as possible without unnecessary delay to the reasonable satisfaction of the Tenant

- 4 The right to erect so far as is necessary temporary scaffolding on the Property for the purpose of inspecting, repairing or decorating the Block subject to making good all damage caused to the Property to the reasonable satisfaction of the Tenant
- 5 Full right at any time to build on, alter or raise the height of or rebuild other parts of the Block, Estate or neighbouring land owned by the Landlord
- 6 A right of overhang over the Estate for any pipes gutters or Balconies on the Block
- 7 All rights of statutory undertakers in their cables wires sewers drains and other apparatus laid in over or under the Property including rights of entry upon giving reasonable prior written notice with workmen and materials to inspect, repair, maintain, renew and replace any such cables wires sewers drains and other apparatus

Schedule 4

Part 1

Tenant's Covenants with the Landlord

- 1 To pay the Rents on the days and in the manner set out above without any deduction whatsoever
- 2 To:-
 - 2.1 pay and discharge all rates and taxes and all other charges, duties, assessments, impositions, outgoings, obligations whatsoever of an annual or recurring nature which are now or may at any time during the Term be imposed charged or payable in respect of the Property or any part of it or upon the owner or occupier in respect of it
 - 2.2 pay to the Landlord the Energy Costs (or to such other entity who has taken the responsibility from time to time of metering and invoicing tenants within the Block for Energy Costs (and whose identity is notified by the Landlord to the Tenant from time to time)).
- 3 To pay to the Landlord all costs, fees, charges, disbursements and expenses (including without prejudice to the generality of the above those payable to counsel, solicitors, surveyors and bailiffs) incurred by the Landlord in relation to or incidental to:
 - 3.1 every application made by the Tenant for a consent or licence required by the provisions of this lease;
 - 3.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court including costs incurred in establishing that a breach has occurred and obtaining a determination from the Residential Property Tribunal (or any party with those powers)
 - 3.3 the recovery or attempted recovery of arrears of the Rents or other sums due from the Tenant; and
 - 3.4 any steps in connection with the preparation and service of a Schedule relating to disrepair of the Property during or after the expiration of the Term

- 4 Not to carry out any work or decoration, repair, maintenance or otherwise to any part of the Block otherwise than the Property
- 5 To make good at the cost of the Tenant any damage to any part of the Block or the Estate caused by any act, omission or negligence of the Tenant, any occupant of the Property or person visiting the Tenant or the Property including the Balcony
- 6 Not at any time to assign, underlet or part with possession of part only of the Property
- 7 To yield up the Property at the termination of the Term with the Landlord's fixtures and fittings and any replacements of the same in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Tenant and the conditions contained within this lease
- 8 To indemnify the Landlord against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability (including any liability for any injury to any person or damage to any land or other property) arising directly or indirectly from any breach of any obligation of the Tenant under this lease or the state and condition or any use of the Property or any act or omission of the Tenant
- 9 To pay Value Added Tax in respect of all taxable supplies made to the Tenant under this lease or as the case may be to repay to the Landlord any Value Added Tax borne by the Landlord in respect of taxable supplies made to the Landlord (except to the extent in the latter case to which the Landlord is able to recover it) and in every case where under this lease the Tenant is obliged to pay an amount of money such amount shall be regarded as being exclusive of all Value Added Tax from time to time payable on it
- 10 Upon any request being made from time to time by the Landlord to join in and be a party to any deed or document required by the Landlord to grant easements, wayleaves, leases, licences, rights or privileges over or in respect of the Property to any local authority or any other body exercising powers under statute or by Royal Charter or any utility service or supply company or other person in connection with services to be provided for the benefit of the Property or any part of the Estate and to execute and complete such deed or document without delay at the joint cost of the Landlord and the Tenant
- 11 At all times during the Term:
 - 11.1 to maintain, uphold and keep the Property in good and substantial repair, order and condition; and

11.2 to maintain, uphold and keep the Landlord's fixtures and fittings in good and substantial repair, order and condition replacing and renewing any Landlord's fixtures, fittings with new ones of equivalent quality and value to the satisfaction of the Landlord

and in particular (but without prejudice to the generality of the foregoing) so as to maintain, shelter and protect all other parts of the Block, but not so that the Tenant shall be liable for any work for which the Landlord may be expressly liable under its covenants contained in this lease (damage by any Insured Risk excepted save to the extent that the insurance money is irrecoverable by reason of the act or the default of the Tenant, any undertenant or their respective visitors, servants, agents or licensees)

12 As often as may be necessary and at least once in every fifth year to paint or otherwise treat in a proper and workmanlike manner all the internal parts of the Property which usually are or ought to be painted or treated

13 To clean all the interior surfaces of the windows of the Property at least once in every four weeks

14 To permit the Landlord and its respective agents with or without workmen and others at all reasonable times to enter the Property:

14.1 for the purpose of inspecting the Property and upon notice being given to the Tenant specifying any repairs or works necessary to be done for which the Tenant is liable under this lease to comply with the same and if the Tenant shall not within thirty days of the service of such notice be proceeding diligently with the execution of such repairs or works to permit the Landlord to execute and complete such repairs and works and to repay to the Landlord on demand the cost of such repairs or works as liquidated damages; and

14.2 for the purpose of exercising the rights contained in paragraph 3 of Schedule 3.

15 Not to do or permit to be done any act or thing which may render void or voidable any policy or policies of insurance of the Estate or any parts or part of the Estate or which causes or may cause an increased premium to be payable in respect of the Estate

16 Not to commit any waste at the Property or make any addition to or unite the Property or terrace or balcony at the Property with any adjoining premises or make any alteration to the Property save as permitted by the following provisions of this Schedule

17 Not to make any structural additions to or structural extensions or enlargements of or structural alterations to or do anything affecting the external appearance of the

Property or the Block, or the Estate nor to remove any of the Landlord's fixtures or fittings without having received the prior written consent (not to be unreasonably withheld or delayed) of the Landlord to the drawings and specification relating to the additions, extension, enlargements, removals or alterations and then only to carry out the works authorised in accordance with the approved drawings and specifications. The Tenant may make internal non-structural additions or alterations without the Landlord's consent provided that the Tenant complies with all planning legislation and building regulations requirements in place at that time and provides to the Landlord copies of all notices, planning documentation and plans showing changes as soon as the same are available.

- 18 Not to make any additions to or extensions or enlargements or alterations to or do anything affecting the external appearance of the Balcony at the Block or to remove any Landlord's fixtures and fittings on, over, under or around any terrace or balcony at the Property
- 19 Not to interfere with or obstruct in the performance of the duties of any employee of the Landlord or its agents
- 20 To promptly deliver to the Landlord copies of every notice, order, permission or proposal and any other document likely to affect the Property, the Block or the Estate as received by the Tenant from any authority or person and at the request and at the cost of the Landlord to make or join with the Landlord in making such objections or representations as the Landlord reasonably requires
- 21 Within one month of the date of the execution or coming into effect of any and every assignment, underletting, transfer, mortgage or charge of the Property or the grant of probate or letters of administration order of court or other instrument effecting or evidencing a devolution of title to the Property to give to the Landlord's Solicitors notice in writing of such disposition or devolution or transfer of title with full particulars and to produce to the Landlord's Solicitors a certified copy of the document effecting such disposition or other evidence of any such devolution for registration and to pay to such solicitors a reasonable fee in respect of each such registration of not less than £75 plus Value Added Tax
- 22 Not to apply for a permit to park a vehicle in a place designated by an order made under Section 45 (2) of the Road Traffic Regulation Act 1984 for the use of residents in the locality of the Estate unless the Tenant is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970
- 23 To comply with the provisions of any travel plan approved by Tower Hamlets London Borough Council pursuant to the S106 Agreement

- 24 To comply with all requirements and recommendations from time to time of any competent authority or risk assessment carried out in relation to fire precautions and means of escape affecting the Property and to keep sufficient smoke detection apparatus in and about the Property open to inspection and properly maintained and not to obstruct the access to or means of working them nor any means of escape from the Property or Block
- 25 At its own expense to comply with statute, common law and all relevant codes of practice and with the requirements of any government department, local authority or other public or competent authority in relation to the Property and the Estate (whether or not such requirements are imposed on the owner or occupier or any other person) and in so far as they apply the conditions contained in the Planning Permission
- 26 To pay to the Landlord if so required and without prejudice to the Landlord's other remedies (as well after as before any judgment) Interest on any sum becoming due under this lease (whether or not formally demanded) and not paid within twenty one days of its becoming due from the date it becomes due until the date of payment and on any sum due under this lease but not accepted by the Landlord from the date of its becoming due until the date of acceptance

Part II - Tenant's Covenants with Landlord or other Tenants

- 27 Not to use the Property or the Balcony for any illegal, immoral or improper purpose and not to do nor allow to remain on the Property or the Balcony any thing which may be or become or cause a nuisance, annoyance, disturbance or annoyance to the Landlord or the tenants of the other Flats and Commercial Units
- 28 Not to carry out any profession, trade, manufacture or business in the Property or the Balcony or use the same otherwise than for a single private dwelling for residential purposes for one family
- 29 Not to place any writing, drawing, sign, placard, advertisement or notice of any description on or in any window or the exterior of the Property or the Balcony which may be visible from outside the Property nor on any other part of the Block or Estate
- 30 Not to throw dirt, rubbish, rags or other refuse or permit the same to be thrown into the sinks, baths, lavatories, cisterns or Conduits in the Property nor cause any obstruction to such Conduits
- 31 To keep the floors of the Flat covered with carpet and under-felt or with such other sound-deadening floor covering material as shall have previously been approved by the Landlord

- 32 Not to use or permit to be used in the Property or on the Balcony any musical instrument, loud speaker, radio or electric, electronic, mechanical or other instrument or practise or permit any singing in the Property or on the Balcony so as to cause annoyance to the occupiers of the other Flats or Commercial Units or so as to be audible outside the Property between the hours of 11.00 pm and 8.00 am
- 33 Not to set up in the Property any machinery, engine or other apparatus other than the usual domestic appliances
- 34 Not to set up on the Balcony any machinery, engine or other apparatus
- 35 Not to erect any external satellite dish, antennae, aerial or other device for the reception or transmission of television, radio telecommunications or similar service at the Property or the Balcony
- 36 Not to park or store any bicycle at the Property or on the Balcony
- 37 Not to park any vehicle or permit any parking in the Car Park or the drive serving the Car Park other than on any parking spaces provided for common use by occupiers at the Block (if any)
- 38 Not to carry out any car maintenance anywhere in the Estate
- 39 Not to keep any unroadworthy and/or untaxed vehicles in the Estate
- 40 Not to allow any oil or fuel stains of any kind on the Car Park or the drive serving the Car Park and to immediately remove any or all stains accidentally or otherwise caused
- 41 Not to park in the Estate any caravan boat or trailer
- 42 Not to leave or park or permit to be left or parked any article or other thing in any of the Common Parts or cause any obstruction to the Common Parts other than parking a vehicle on any parking space provided for common use by occupiers of the Block
- 43 Not to permit any laundry or other article to be hung or spread anywhere outside the Property or on the Balcony and not to place any pots or other articles on any exterior window sill of the Property
- 44 Not to use nor permit or suffer to be used the grounds at the Estate for the playing of any games nor permit any children to play in the Common Parts or the Car Park
- 45 Not without the prior written consent of the Landlord to keep any animals at the Property except pets on the following conditions:

- 45.1 all or any pets to be kept on a permanent or temporary basis at the Property and/or any visitors pet or pets must be under control of the owners at all times in all parts of the Estate;
- 45.1.1 only normally domesticated animals may be kept at the Property; and
- 45.1.2 all pets must be exercised away from the Estate
- 46 Not to display "For Sale" or letting boards at the Property or on the Balcony
- 47 Not to have any fires, grills, barbeques, patio heaters or such similar item on the Balcony
- 48 Not to erect any structure whatsoever on, at or over the Balcony

Schedule 5

Block Services

Part I – Block Services

- 1 To maintain, clean, decorate, uphold and keep in repair and where the Landlord acting reasonably considers it necessary to renew or replace:
 - 1.1 the main structure of the Block including the foundations the main structural walls any Balcony (including the glazed balustrading and aluminium hand rails) and the roof of the Block and all other load bearing parts of the Block that are not included in this lease or in the leases of any of the Flats or Commercial Units
 - 1.2 all such Conduits, in under and upon the Block which serve more than one of the Flats and Commercial Units in the Block
 - 1.3 all external parts of the Block including the window frames within the external wall of the Block
 - 1.4 the Block Common Parts
 - 1.5 the fire door system, door entry systems, security equipment including the provision of close circuit television and other appropriate security systems to the entrances to the Block, to the Cycle Store and to the Refuse Area (if any), communal television dish and other aerials, refuse disposal plant and equipment including the refuse lift, service installations and all other facilities serving the Property and/or the Flats and/or the Block Commercial Units
 - 1.6 the communal boiler plant and equipment and related pipework situate in the basement (level minus 02) of the Block and serving the Property, the Flats with the Block, the Block Commercial Units and any other premises within the Block
 - 1.7 the hot and cold water plant and equipment and related pipework situate in the basement (level minus 02) of the Block and serving the Property, the Flats, the Block Commercial Units and any other premises within the Block
 - 1.8 all electrical plant and equipment (and associated wiring) in the basement (level minus 02) of the Block serving the Property, the Flats, the Block Commercial Units and any other premises within the Block.
 - 1.9 the building management unit maintenance equipment

- 1.10 the fob access system to the entrances to the Block, to the Cycle Store and to the Refuse Area (if any)
- 2 As often as reasonably required in accordance with good building practice to clean and decorate those parts of the Block Common Parts and the exterior of the Block which are usually cleaned, painted or decorated
- 3 To maintain and where necessary renew all boundary walls and fences at the Estate which belong to the Block and any access ways footpaths or other structure used by the Flats and Commercial Units within the Block
- 4 To clean all the exterior surfaces of the windows of the Block as often as considered necessary
- 5 To provide and maintain the Refuse Area serving the Property and the Flats within the Block and to maintain refuse containers and maintain communal refuse storage facilities and refuse collection points serving the Block and to arrange collection by the concierge service of the refuse from the Refuse Area to the refuse collection point at level minus 01 and then collection from that refuse collection point by the local authority
- 6 To provide and maintain the Cycle Store serving the Property and the Flats within the Block.
- 7 To provide and maintain any alarms, fire protection or fire fighting equipment to the Block Common Parts
- 8 To provide and maintain lighting and heating to the Block Common Parts
- 9 To maintain insurance (where the Landlord considers appropriate) in relation to the plant and machinery referred to at paragraphs 1.5 to 1.10 (inclusive)

Part II - The Block Service Costs

- 1 The costs and expenses incurred by the Landlord in the provision of the Block Services including the cost of gas, electricity or other services and fuel consumed for the benefit of the Block
- 2 All existing and future rates, charges, insurance premiums and other outgoings payable in respect of the Block as a whole and not the responsibility of any owner tenant or occupier of any of the other Flats in the Block or the Block Commercial Units
- 3 The annual rentals or other expenditure involved in supplying and maintaining an entry door telephone system close circuit television and any other security systems

and any communal television or radio aerial system as may from time to time be installed in the Block

- 4 The costs of complying with the provision of every statute and every regulation, order or requirement of any government department, local authority or other public or competent authority or any court order or requirement of the insurers relating to the Block or any part which is not the responsibility of any individual tenant of any of the other Flats or Block Commercial Units
- 5 The creation of such reserves or sinking funds against any future liabilities of the Landlord as may be reasonably appropriate for the provision of the Block Services
- 6 All other proper and reasonable expenses (if any) incurred by the Landlord or its agents in or about the maintenance and proper and convenient management and running of the Block
- 7 All proper and reasonable fees, charges and expenses payable to any surveyor, accountant, solicitor, architect or other professional or competent adviser or any agent or contractor in connection with the management and/or maintenance of the Block and in or in connection with the preparation or auditing of the Block Service Costs accounts and the collection of the Block Service Charge and enforcing the performance and observance of its covenants by the Tenant or any tenants of other Flats and Commercial Units where such fees, charges and expenses cannot be recovered from the defaulting tenant
- 8 The fees of the Landlord's agent for the collection of the Rents and for the general management of the Block provided always and notwithstanding anything contained in this lease it is agreed and declared that if the Landlord shall from time to time certify that managing agents for the general management of the Block have not been employed then a sum equivalent to 12.5 per cent of the expenses in respect of the work carried out by the Landlord in the provision of the Block Services in lieu of managing agents shall be added and shall be payable by the Tenant as part of the Block Service Charge
- 9 The costs of the salaries and employer costs (including pension welfare and insurance contributions) and uniforms of security cleaning and maintenance staff for the Block and of all equipment and supplied needed for the proper performance of their duties
- 10 Any Value Added Tax or other tax payable in respect of any costs, expenses or outgoings referred to in this Schedule or in respect of the Block Service Charge paid by the Tenant and other tenants of the Flats in the Block and the Block Commercial Units

Part III - The Block Service Charge

- 1 The Landlord shall prepare an estimate of the Block Service Costs in respect of each calendar year
- 2 The Tenant shall pay to the Landlord a provisional sum on account of the Block Service Charge based on such estimate on the First of January in each year
- 3 After the expiry of each calendar year the Landlord shall prepare and serve on the Tenant by delivery to the Property an account of the actual Block Service Costs for that year
- 4 In the event of the actual Block Service Costs in any calendar year exceeding the Landlord's estimate the Tenant shall pay to the Landlord the deficit in the Block Service Charge due from the Tenant on demand and if the estimate exceeds the actual Block Service Costs any excess paid by the Tenant shall be set off against the payments of the Block Service Charge to be made by the Tenant for the following year
- 5 The Landlord shall be entitled to vary the period in respect of which the accounts of the Block Service Costs are prepared and the dates for payment of the provisional sums on account of the Block Service Charge
- 6 If at any time during the Term the total number of properties enjoying the benefit of the Block Services is increased or decreased such increase or decrease shall be on a permanent basis, the Block Service Charge Proportion shall be varied with effect from the commencement of the calendar year (or other period in respect of which the accounts of the Block Service Costs are prepared) following the increase or decrease to such proportion as the Landlord shall properly determine as fair and reasonable having regard to the increase or decrease in question

Schedule 6

Estate Services and Costs

Part I - The Estate Services

- 1 To repair, decorate, clean and maintain to a reasonable standard and where necessary renew those parts of the podium roadways, footpaths, accessways, forecourts, boundary walls and fences, visitor parking bays and the structures enclosing or associated with the visitor parking spaces and all other areas at the Estate which fall within the Estate Communal Areas
- 2 To repair, decorate, clean and maintain to a reasonable standard and where necessary renew those parts of the parking bays and the structures enclosing or associated with the Car Park
- 3 To provide lighting to the Estate Communal Areas so far as the Landlord considers necessary
- 4 To keep any planted or landscaped areas and all open public spaces and child play areas (including works of art, sculpture or artefact) within the Estate Communal Areas in good order and condition and in repair and where necessary to renew or replace the same to renew all lawns, flower beds, shrubs and trees forming part of any landscaping scheme
- 5 To maintain and where necessary to renew or replace the Conduits
- 6 To maintain, clean and repair the Walkway
- 7 To repair, maintain, renew and replace the smoke extraction system, the communal heating plant and machinery and associated pipework and electric wiring and without limitation the engineering/security suite room, telecommunication intake room, wood pellet store, combined heat and power plant room, cold water booster plant room, wet riser and pump room, high voltage switch room and the security/low voltage switch room serving all blocks within the Estate and all other plant and machinery and insurance costs
- 8 To repair, maintain, renew and replace the communal cold water tanks and associated plant machinery and pipework serving all the blocks within the Estate
- 9 To repair, maintain and clean any communal refuse areas within the Estate
- 10 To provide and maintain any alarms, fire protection or fire fighting equipment to the Estate Communal Areas

- 11 To repair, maintain, decorate and replace the Gym and to repair, maintain, renew and replace (where necessary) all equipment within the Gym.
- 12 To maintain insurance (where the Landlord considers appropriate) in relation to the plant, machinery and facilities referred to at paragraph 7 to 11 (inclusive).
- 13 To provide such further services (if any) as are reasonably considered appropriate by the Landlord for maintaining and securing the services, facilities and amenities of the Estate including the provision of close circuit television and such other appropriate security systems as the Landlord shall reasonably determine

Part II - Estate Service Costs

- 1 The costs and expenses incurred by the Landlord in the provision of the Estate Services including the cost of gas, electricity or other services and fuel consumed for the benefit of the Estate
- 2 All existing and future rates, charges, insurance premiums and other outgoings in respect of the Estate Communal Areas
- 3 The creation of such reserves or sinking funds against any future liabilities of the Landlord as may be reasonably appropriate for the provision of the Estate Services and any interest or other charges on any borrowing for the purpose of providing the Estate Services
- 4 The costs of complying with the provision of every statute, regulation, order or requirement of any government department, local authority or other public or competent authority or any Court Order or requirement of the insurers relating to the Estate Communal Areas or any part
- 5 The costs of employing any surveyor, managing agent, accountant, agent, solicitor and contractors or other persons in connection with the management of the Estate, the preparation and auditing of the accounts of the Landlord and the collection of the Estate Service Charge from owners of other parts of the Estate
- 6 Any Value Added Tax or other tax payable in respect of any costs, expenses or outgoings referred to in this Schedule or in respect of the Estate Service Charge paid by the Tenant and other tenants of the Flats and the Commercial Units
- 7 All other costs and expenses which the Landlord may reasonably incur in accordance with the principles of good estate management

- 8 All other proper and reasonable expenses (if any) incurred by the Landlord or its agents in or about the maintenance and proper and convenient management and running of the Estate Communal Areas
- 9 All proper and reasonable fees, charges, and expenses payable to any surveyor, accountant, solicitor, architect or other professional or competent advisor or any agent or contractor in connection with the management and/or maintenance of the Estate Communal Areas and in or in connection with the preparation or auditing of the Estate Service Costs accounts and the collection of the Estate Service Charge and enforcing the performance and observance of its covenants by the Tenant or any tenants of other Flats and Commercial Units where such fees, charges and expenses cannot be recovered from the defaulting tenant
10. The fees of the Landlord's agent for the collection of the Estate Service Charge and for the general management of the Estate provided always and notwithstanding anything contained in this lease it is agreed and declared that if the Landlord shall from time to time certify that managing agents for the general management of the Estate have not been employed then a sum equivalent to 12.5 per cent of the expenses in respect of the work carried out by the Landlord in the provision of the Estate Services in lieu of managing agents shall be added and shall be payable by the Tenant as part of the Estate Service Charge
11. The cost of all electricity and gas incurred in the running all communal plant and machinery within the Estate
12. The cost of imposing measures from time to time for the control of traffic, cyclists and pedestrians within the Estate for the security of the Estate
13. The cost of providing the Estate Services and supplying equipment in the Gym and any leasing costs of such equipment

Part III - The Estate Service Charge

- 1 The Landlord shall prepare an estimate of the Estate Service Costs in respect of each calendar year
- 2 The Tenant shall pay to the Landlord a provisional sum on account of the Estate Service Charge based on such estimate on the 1st January in that year
- 3 After the expiry of each calendar year the Landlord shall prepare and serve on the Tenant by delivery to the Property an account of the actual Estate Service Costs for that year
- 4 In the event of the actual Estate Service Costs in any calendar year exceeding the Landlord's estimate the Tenant shall pay to the Landlord the deficit in the Estate Service Charge due from the Tenant on demand and if the estimate exceeds the actual Estate Service Costs any excess paid by the Tenant shall be set off against the payments of the Estate Service Charge to be made by the Tenant for the following year
- 5 The Landlord shall be entitled to vary the period in respect of which the accounts of the Estate Service Costs are prepared and the dates for payment of the provisional sums on account of the Estate Service Charge
- 6 If at any time during the Perpetuity Period the total number of properties enjoying the benefit of the Estate Services shall be more or less than the number of dwellings intended to be constructed on the Estate and such increase or decrease shall be on a permanent basis the proportion referred to in Clause 1 of this lease shall be varied with effect from the commencement of the calendar year (or other period in respect of which the accounts of the Estate Service Costs are prepared) following the increase or decrease to such proportion as the Landlord shall determine as fair and reasonable having regard to the increase or decrease in question

Schedule 7

Landlord's Deed of Covenant

THIS DEED is made 20[]

BETWEEN

(1) [] (company registration number []) whose registered office is at [] (**Owner**) and;

(2) [] of [] (**Transferee**)

AGREED TERMS:

1. Interpretation and Definition

1.1 The definitions and rules of interpretation set out in this clause apply to this deed

the Property [] as the same is registered at H.M. Land Registry with Title Number []

the Lease a lease of the Property dated [] and made between (1) [] and (2) []

the Transfer a transfer of the Property dated [] 20[] and made between (1) [] and (2) []

1.2 Where the Transferee is more than one person all covenants and agreements on the part of the Transferee contained in this deed shall be deemed to have been made jointly and severally by all such persons constituting the Transferee

2. Transferee's covenants

The Transferee covenants with the Owner that the Transferee will:

2.1 at all times from the date of this deed observe and perform the covenants restrictions and stipulations on the part of the tenant set out in the Lease as if the same were set out in this deed as direct covenants between the Transferee and the Owner including any sums of money payable under the Lease whether falling due before or after the date of this deed

2.2 include in any contract for the transfer of the Property a condition that the transferee shall enter into a deed of covenant in the terms of this deed and that such transferee shall bear all costs of and incidental to the preparation and execution of such deed of covenant including any stamp duty land tax or similar tax payable on it

3. Contracts (Rights of Third Parties) Act 1999

Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this deed under the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed but not delivered until the date which appears at the head of this document

[EXECUTED as a DEED by
[]
acting by:

Director

Director/Secretary]

[SIGNED as a DEED by
[]
in the presence of:]

Schedule 8

Matters to which the Property is Subject

- 1 All rights, easements, covenants, stipulations and other matters contained or referred to in the Charges Register to the Estate so far as the same relate to or affect the Property and are still subsisting and are capable of being enforced (except financial charges)
- 2 The right of members of the public to use the Walkway

SCHEDULE 9

The Rent and Rent Review

1 Definitions

1.1 For all purposes of this Schedule the terms defined in this paragraph have the meanings specified:

1.2 **The Base Figure:** 218.0

1.3 **A review period:** References to 'a review period' means a period beginning on any review date and ending on the day before the next review date, and qualified uses of the term are to be construed accordingly.

1.4 **First Review Date:** 31 December 2034 and every twenty-fifth year after that date and 31 December 3008

1.5 **New Rent:** the rent ascertained under the provisions of this Schedule

1.6 **Index:** 'all Items' index figure of the Retail Prices Index published by the Office for National Statistics or any successor body.

2 Ascertaining the Rent

2.1 The Rent

Until the First Review Date the rent payable under this lease shall be a sum equal to the greater of the rent payable under this lease immediately before the relevant review date or, if payment of rent has been suspended as provided in this lease, the rent that would have been payable had there been no such suspension, or the revised rent that is ascertained in accordance with this schedule.

2.2 Determination of the revised Rent

The New Rent for any review period is to be determined at the relevant review date by multiplying the Rent by the Index for the month preceding the relevant review date and dividing the result by the Base Figure.

2.3 Changes in the Index

If the reference base used to compile the Index changes after the date of this lease, 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 date of this lease had been retained.

2.4 Arbitration of problems

If it becomes impossible to calculate the rent for any review 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 review period or the construction or effect of this schedule, then the rent for that review 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. This is to be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996. 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. 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.

2.5 Notice of the Rent payable

The Landlord must, before each review date, give notice to the Tenant of the amount of the rent for the next review period.

2.6 Memoranda of the Rent payable

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 10

(Covenants to be imposed in leases of the Commercial Units)

1. a covenant to keep the Block Commercial Units in good and substantial repair and condition.
2. a covenant to keep clean and tidy and to use the receptacles provided for rubbish disposal and to arrange for the removal of refuse which may be outside those receptacles.
3. a covenant not to cause nuisance, damage or disturbance which may be injurious to the value, tone, amenity of the character of the remainder of the Property and the Estate.
4. a covenant not to commit any wilful or voluntary waste, spoil or destruction.
5. a covenant not to allow anything of a noxious or deleterious effluent or other substance to pass into the Conduits of the Block which might cause obstruction or injury or which might be a source of danger.
6. to use the Block Commercial Units only for the permitted use in accordance with planning
7. a covenant relating to external decoration and window cleaning to ensure that the Block Commercial Units are kept looking orderly and that they do not affect the rest of the Estate.

SIGNED as a **DEED** on behalf of **CELTIC**)
MOTORS (C.M.) LIMITED a company)
incorporated in Ireland by)
and ,
being persons who in accordance with the
laws of that territory, are acting under the
authority of the company: Authorised signatory

.....
Authorised signatory

SIGNED as a **DEED** by)
[REDACTED], acting by a director)
in the presence of:)

.....
Director

Name of Witness:

Signature of Witness:

Address of Witness:

[OR]

SIGNED as a **DEED** by)
[REDACTED])
in the presence of:)

Name of Witness:

Signature of Witness:

Address of Witness: