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Title Number TGL322366

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PRESCRIBED CLAUSES

LR1	Date of the lease	19 th June 2009
LR2.	Title number(s)	<div> <div> LR2.1 Landlord's title number(s) TGL308173 LR2.2 Other title number(s) TGL315327 </div> <div> I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE ORIGINAL TAYLORS LEGAL SOLICITORS <i>Taylor's legal</i> </div> </div>
LR3	Parties to this lease <i>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</i>	Landlord BDW TRADING LIMITED (company registration number 3018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF Tenant RAMESH MASRU AND DILIPKUMAR MASRU of 8 Willow Way Finchley Central London N3 2PL Other Parties: PEVEREL OM LIMITED (company number 2061041) whose registered office is at Queensway House, 11 Queensway, New Milton, Hampshire BH25 5NR
LR4	Property Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail The 2nd Floor flat known as Flat 10 Toronto House, Surrey Quays Road, London SE16 7AJ as is more fully described under the definition of the term "Demised Premises" in the Third Schedule of the lease
LR5	Prescribed statements 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	 SEQ319

	<i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i>	
LR6	Term for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options.</i> <i>NOTE: The 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</i>	The term is as follows: 125 years from the Commencement Date as referred to in the Particulars
LR7	Premium <i>Specify the total premium inclusive of any VAT where payable</i>	Two Hundred Thirty Nine Thousand and Five Hundred Ninety Pounds (£239,590.00)
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) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None
LR10	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11	Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements</i>	LR11.1 Easements granted by this lease for the benefit of the Property Fourth Schedule LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Fifth Schedule

LR12	Estate rent charge burdening the Property	None
LR13	Application for standard form of restriction <i>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</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</i>	<p>The Parties to this lease apply to enter the following standard form of restriction against the Title of the Property</p> <p>RESTRICTION: - 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 completed by registration without a certificate signed by Peverel OM Limited of Queensway House, 11 Queensway, New Milton, Hampshire BH25 5NR or by its secretary or conveyancer that the provisions of paragraph 24 of the Eighth Schedule of the registered lease have been complied with</p>
LR14	Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, omit or delete all the alternative statements.</i> <i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements</i>	<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> <p>[Complete as necessary]</p>

LAND REGISTRY
Land Registration Act 2002
LEASE OF PART

London Borough	Southwark
Title Numbers	TGL308173 and TGL315327
Postal Address	Flat 10 Toronto House, Surrey Quays Road, London SE16 7AJ

PARTICULARS

Date of Lease

"Landlord"	BDW TRADING LIMITED (company number 3018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF
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"Tenant"	RAMESH MASRU AND DILIPKUMAR MASRU of 8 Willow Way Finchley Central London N3 2PL
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"Manager"	PEVEREL OM LIMITED (company number 2061041) whose registered office is at Queensway House, 11 Queensway, New Milton, Hampshire BH25 5NR
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"Estate"	The land described in the First Schedule known for development purposes as Maple Quays
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"Demised Premises"	The Dwelling within the Block known as Flat 10 Toronto House, Surrey Quays Road, London SE16 7AJ more particularly described in the Third Schedule
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"Allocated Parking Space"	The parking space (if any) shown on Plan No. 3 and numbered or such other parking space as the Landlord may allocate in writing from time to time if it becomes reasonably necessary to do so NOT APPLICABLE
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"Term"	125 years from the Commencement Date
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"Commencement Date"	29 September 2008
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"Premium"	Two Hundred Thirty Nine Thousand and Five Hundred
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	Ninety Pounds (£239,590.00)
"Rent"	£250 per annum
"Part A Proportion"	0.10 % (Estate Costs)
"Part B Proportion"	2.02 % (Block Costs)
"Part C Proportion"	% (Basement Parking Costs)
"Part D Proportion"	0,.42 % (Communal and Domestic Heat and Power Costs)
"Part E Proportion"	0.60 % (Gymnasium Costs)

save that the Part A and Part C Proportions may be subject to variation from time to time in accordance with the provisions of clause 8.12**Error! Reference source not found.**

THIS LEASE is made between (1) the Landlord (2) the Manager and (3) the Tenant

WHEREAS:-

- (1) The Landlord is or is entitled to be the registered proprietor of the Estate and has constructed or is in the course of constructing the Buildings and related facilities within the Estate
- (2) The Landlord has previously granted leases of or intends hereafter to grant leases of the properties forming part of the Estate as hereinafter defined each as separate and distinct properties and the Landlord has in every such lease imposed and intends in every future lease to impose mutatis mutandis the obligations set out in the Eighth Schedule to the intent that the Tenant for the time being of any one of the Properties may enforce the observance by the Tenant of any other of the Properties of the covenants in the form set out in Part Two of the Eighth Schedule to the extent that such covenants are relevant and appropriate thereto
- (3) The Landlord has agreed to grant to the Tenant a lease of the Demised Premises for the Premium at the Rent and on the terms and conditions hereinafter appearing and the Manager has agreed to join in this Lease in the manner hereinafter appearing
- (4) The Manager is to undertake responsibility for the supply of services to the Estate (although they will be supplied by the Landlord initially) for which the Tenant will pay the Tenant's Proportion of the Maintenance Expenses
- (5) The Landlord is to grant and the Manager has agreed to take a lease of all the external and internal common parts of the Estate (to the extent not demised by this lease or any lease of the Properties) such lease to be completed following the grant by the Landlord of a lease of the last Dwelling

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS

In this Deed unless the context otherwise requires:-

"Authorities"	means any relevant highway drainage and planning authorities and undertakers or companies responsible for the supply of water gas electricity communication media or similar services
"Block"	means the Building in which the Demised Premises are situate
"Buildings"	means the buildings within the Estate comprising all structural parts thereof including the roofs gutters rainwater pipes support structures foundations floors all walls bounding individual Dwellings therein and all external parts of the

buildings and all Service Installations not used solely for the purpose of an individual Dwelling but not the Garage or the CHP System and the expression "Building" has a corresponding meaning

"CHP System"	means (if any) the combined heat and power system serving the Demised Premises
"Communal Areas"	means all hard and soft landscaped external common areas within the Estate together with the lift provided for disabled persons all footpaths and accessways and Service Installations serving the said areas
"Common Parts"	means the entrance halls passages landings lifts fire escapes staircases and other internal parts of the Buildings which are used in common by the owners or occupiers of any two or more of the Dwellings therein and which are not demised to a Tenant of a Dwelling
"Dwellings"	means the Properties and the Demised Premises forming the Buildings or the Block (as the context permits) and a "Dwelling" means any one of them
"Energy Service Company"	means any company or organisation appointed by the Landlord from time to time to move and/or procure the provision of heat and/or power to the Buildings
"Estate Regulations"	means any reasonable regulations made by the Manager from time to time for the proper management and use of the Estate and notified to the Tenant in writing
"Garage"	means the garage situate within the Estate including (but not exclusively):- <ul style="list-style-type: none">(i) access ramp and any security facility of whatsoever nature co-extensive therewith(ii) the entirety of the slab separating each level of the said garage(iii) all of the floor slab and the foundations thereunder on the lower level of the said garage(iv) the underside of the roof slab separating the said garage from the Buildings constructed directly thereover

	(v) The inner surface of all the walls surrounding the said garage
	(vi) All Service Installations by which the said garage draws direct benefit together with all fire protection systems and plant of whatsoever description (as the case may be)
"Gymnasium"	means the gymnasium situate within the Estate together with such equipment and facilities as shall be available from time to time provided for the reasonable common use by the occupiers of the Dwellings
"Insured Risks"	means (insofar as the same are insurable) fire explosion lightning aircraft aerial devices articles dropped from aircraft or aerial devices storm tempest tidal incursion flood impact riot malicious damage civil commotion terrorism subsidence landslip earthquake (fire and shock) and bursting and overflowing of water tanks apparatus and pipes and such other risks as the Landlord and/or the Manager may from time to time reasonably require to be insured against subject to all usual excesses and exclusions imposed by the insurers
"Landlord"	includes the person for the time being entitled to the reversion immediately expectant upon the Term
"Maintenance Expenses"	means the monies actually expended or reserved for periodical expenditure by or on behalf of the Manager or the Landlord at all times during the Term in carrying out the obligations specified in the Sixth Schedule
"Maintained Property"	means those parts of the Estate which are more particularly described in the Second Schedule and the maintenance of which is the responsibility of the Manager
"Plan"	means the plan or plans annexed hereto
"Properties"	means the flats (other than the Demised Premises) and the commercial premises within the Buildings and "Property" shall mean any one of them
"Perpetuity Period"	means eighty years from the Commencement Date
"Service Installations"	means sewers drains channels pipes watercourses gutters mains wires cables conduits aerials tanks apparatus for the supply of water (including all pumps of whatsoever description) petrol interceptors sump pumps electricity gas (if any) or telephone or television signals or for the disposal of

foul or surface water heating power hot water supply air extraction or door entry/security and/or fire protection systems petrol interceptors and all other conducting media which are now constructed or which may be constructed within the Perpetuity Period in on under or over the Estate which serve the Dwellings but which do not serve any of the Dwellings exclusively and which for the avoidance of doubt includes all/any meters and equipment for the monitoring of consumption of heat and/or power

"Tenant" includes the person for the time being entitled to the Term and where the Tenant is more than one person all covenants and agreements on the part of the Tenant herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Tenant

"Tenant's Proportion" means the proportion of the Maintenance Expenses payable by the Tenant in accordance with the provisions of the Seventh Schedule

2. INTERPRETATIONS

- 2.1 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa
- 2.2 Persons include companies and all other legal entities
- 2.3 References to clauses schedules and paragraphs are to clauses schedules and paragraphs in this Lease and all headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.4 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time
- 2.5 Any covenant by the Tenant not to do any act matter or thing shall be construed as including a covenant by the Tenant that such act matter or thing shall not be done
- 2.6 Where any party to this Lease comprises more than one person then the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons

3. DEMISE

In consideration of the Premium now paid by the Tenant to the Landlord (the receipt whereof is hereby acknowledged by the Landlord) and of the Rent hereinafter reserved and contained the Landlord with full title guarantee hereby demises and confirms unto

the Tenant all and singular the Demised Premises together with the rights set out in the Fourth Schedule to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and subject to all covenants stipulations and other matters hereinafter contained or referred to, the Tenant's covenants hereinafter contained, the burden of the covenants and/or agreements already entered into by the Landlord and the Manager with the transferees Tenants or tenants of any of the Properties for the observance of the Estate Regulations and subject also to the rights set out in the Fifth Schedule (which so far as not already affecting the Landlord's estate in the Demised Premises are hereby excepted and reserved from this demise) to hold the same unto the Tenant for the Term calculated from the Commencement Date yielding and paying therefor during the Term by way of rent the Tenant's Proportion payable at the times and in the manner provided in the Seventh Schedule

4. TENANT'S COVENANTS

The Tenant for the mutual protection of the Landlord and of the Manager and of the Tenants of the Properties hereby covenants:-

- 4.1 with the Landlord to observe and perform the obligations on the part of the Tenant set out in Parts One and Two of the Eighth Schedule and to observe and perform all covenants and stipulations contained or referred to in the Charges Register of the title above referred to as at the date of this Lease so far as the same are still subsisting and relate to or affect the Demised Premises and to indemnify the Landlord against all actions proceedings costs claims and demands in respect of any breach non-observance or non-performance thereof
- 4.2 with the Manager to observe and perform the obligations on the part of the Tenant set out in Parts One and Two of the Eighth Schedule
- 4.3 with the Tenants of the Properties to observe and perform the obligations on the part of the Tenant set out in Part Two of the Eighth Schedule
- 4.4 with the Manager to contemporaneously apply to the Chief Land Registrar in Form RX1 (or in any other superseding form which may be current on the date hereof) for entry in the proprietorship register of the registers of title opened for the Demised Premises a restriction in the following terms:-

RESTRICTION – "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 is to be completed by registration without a certificate signed on behalf of Peverel OM Limited of Queensway House, 11 Queensway, New Milton, Hampshire BH25 5NR or by its secretary or conveyancer that the provisions of paragraph 27 of the Eighth Schedule of the registered lease have been complied with"

5. LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant to observe and perform the obligations on the part of the Landlord set out in the Ninth Schedule

been shown in the Index if the reference base current at the date of this Lease had been retained

- 7.4 If it becomes impossible to calculate the Rent at the relevant Revision Date 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 at the relevant Revision Date or the construction or effect of this clause 7 then the Rent for the relevant Revision Period or the disputed matter shall be determined by an expert 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 with such expert to have full power to determine what the increase in the Index would have been had it continued on the basis current at the date of this Lease and in view of the information assumed to be available for it and if that determination is impossible the expert shall determine a reasonable rent for the Demised Premises as he considers appropriate having regard to the purposes and intent of the provisions in this Lease for the revision of the Rent
- 7.5 The fees and expenses of the expert including the cost of his nomination shall be in his award and failing such award shall be payable by the Landlord and the Tenant in equal shares who shall each bear their own costs fees and expenses and if one party shall upon publication of the expert's award pay the expert's fees and expenses that party shall be entitled to recover such proportion (if any) of them as the expert shall award against the other party
- 7.6 The Landlord shall on or before any Revision Date give notice to the Tenant of the amount of Rent payable from the Revision Date
- 7.7 Whenever the Rent shall have been ascertained in accordance with this clause 7 memoranda to this effect shall be signed by or on behalf of the parties and annexed to this Lease and its counterpart and the parties shall bear their own costs in this respect

8. AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared as follows:-

- 8.1 That if the rent hereby reserved or any part thereof shall be unpaid for thirty days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any material covenant by the Tenant or condition herein contained shall not be performed or observed by the Tenant then and in any such case it shall be lawful for the Landlord or any person or persons authorised by it in that behalf or the Manager at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord, the Manager or the Tenant in respect of any antecedent breach or non-observance by another party of the covenants or conditions herein contained Provided Always That notice of contemplation of re-entry

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shall first be served on any mortgagee with an interest in the Demised Premises in respect of which details have previously been provided to the Landlord or the Manager and no re-entry shall be effected until the expiry of 28 days after the service of any such notice and Provided Further That if within such time the Tenant or any mortgagee as aforesaid shall make payment or perform or observe any covenant or condition in respect of which notice of re-entry was or was to be served any such rights of re-entry and determination shall lapse

- 8.2 That all rights and obligations of the Landlord and the Tenant respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the Term and with the leasehold interest hereby created and shall accordingly be enjoyed and performed by the persons in whom such reversion and leasehold interest respectively shall for the time being be vested
- 8.3 That nothing herein contained shall be construed as entitling the Tenant to require that all or any of the covenants herein contained shall be imposed upon or enforced in respect of any property adjoining or neighbouring the Estate
- 8.4 Acting reasonably at all times and in the interests of good estate management the Manager shall have authority to make and at any time vary such Estate Regulations as it may think fit for the preservation of the amenities of the Estate or for the general convenience of the occupiers of the Dwellings subject to giving written notice thereof to the Tenant
- 8.5 Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice demand or instrument authorised to be served hereunder and any notice served by the Landlord or the Manager shall be sufficiently served if served by any agent of the Landlord or the Manager
- 8.6 The rights hereby granted and reserved shall only take effect insofar as they are ascertained within the Perpetuity Period
- 8.7 That the Tenant shall not be entitled to any right of access of light or air to the Demised Premises (except those expressly hereby granted) which would restrict or interfere with the free use of the adjoining or neighbouring land of the Landlord for building or any other purpose
- 8.8 If for any reason beyond the control of the Manager the repair rebuilding or reinstatement of either the Block or the Demised Premises or the means of access thereto shall be incapable of performance following damage or destruction by any of the Insured Risks and subject to and provided as mentioned in the Sixth and Tenth Schedules the obligations in the Tenth Schedule shall thereupon be deemed to have been discharged and the Manager shall stand possessed of all monies paid to it under and by virtue of the insurance policy or policies upon trust to pay to the Tenant such proportion of the said monies as shall be equitable such equitable proportion to be agreed in writing between them or in default of agreement then as shall be determined in accordance with the provisions of paragraph 3 of the Seventh Schedule

- 8.9 If the Manager goes into liquidation for any reason (whether compulsory or voluntary) or fails in a material way to observe and perform its covenants under this Lease then and in any such case the Landlord shall be responsible for carrying out or procuring the carrying out of the matters mentioned in the Sixth Schedule and the Tenth Schedule and in such circumstances the Landlord (acting reasonably) may agree the appointment of a successor to be called the Nominee
- 8.10 If a Nominee is appointed pursuant to clause 8.9 then the Tenant will join with the Tenants of the Properties in arranging for the substitution of the Manager by the Nominee including (without limitation) entering into appropriate deeds whereby the Nominee shall covenant with each Tenant of the Dwellings to observe and perform the covenants and obligations of the Manager contained in the leases of the Dwellings and the Tenant shall covenant with the Nominee to observe and perform the covenants conditions and obligations on the part of the Tenant in favour of the Manager under this Lease and if called upon to do so the Tenant shall release the Manager from all its ongoing obligations under this Lease to the intent that no right of action shall from the date of the appointment of the Nominee subsist as between the Tenant and the Manager
- 8.11 The provisions of clauses 8.9 and 8.10 shall apply mutatis mutandis to the appointment of a replacement Nominee at any time during the unexpired residue of the Term
- 8.12 If at any time (including retrospectively) it should become necessary or equitable to do so the Manager (acting reasonably) shall recalculate on a fair and equitable basis the percentage figure(s) comprised in the Part A Proportion or the Part C Proportion of the Tenant's Proportion appropriate to all the Properties comprising the Estate and shall then notify the Tenants accordingly and in such case as from the date specified in the said notice the Part A Proportion or the Part C Proportion (as appropriate) of the Tenant's Proportion so recalculated and notified to the Tenant in respect of the Demised Premises shall be substituted for that set out in the Particulars and paragraph 1 of the Seventh Schedule and the Part A Proportion or the Part C Proportion of the Tenant's Proportion so recalculated in respect of the said Properties shall be notified by the Manager to the Tenants thereof and shall be substituted for those set out in their leases
- 8.13 A person who is not a party to this Lease (a "Third Party") has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such Third Party and this does not affect any right or remedy of such Third Party which exists or is available apart from that Act
- 8.14 Any person undertaking an obligation under or by virtue of this Lease which is a Landlord covenant for the purposes of the Landlord and Tenant (Covenants) Act 1995 does so only in respect of the period of time during which the reversion immediately expectant on the determination of the Term is vested in such person and not further or otherwise and the Tenant hereby agrees that upon the sale by the Landlord of the freehold reversion of the Demised Premises to provide a written release (for the purposes of the Landlord and Tenant (Covenants) Act 1995) of the Landlord's obligations and covenants contained in this Lease if so required by the Landlord

THE FIRST SCHEDULE
The Estate

All that piece of land now known as Toronto House, Maple Quays in the London Borough of Southwark shown edged in red on ~~Plan No 2~~ registered at the Land Registry under title numbers TGL308173 ~~and TGL315327~~ and together with any buildings or structures erected or to be erected thereon or on some part thereof



THE SECOND SCHEDULE

The Maintained Property

1. The Maintained Property shall comprise (but not exclusively):-
 - 1.1 the Communal Areas, the refuse stores and the management office
 - 1.2 the structural parts of the Buildings including the roofs gutters rainwater pipes foundations floors and walls bounding individual Dwellings therein and all external parts of the Buildings including all decorative parts
 - 1.3 the Common Parts
 - 1.4 all doors and window frames not forming part of the demise of any of the Dwellings and the glass in such windows and doors
 - 1.5 the Garage
 - 1.6 the Gymnasium
 - 1.7 the metered supply of domestic cold water to the Buildings together with associated meter standing charges and drainage charges
 - 1.8 the CHP System and all heat and electricity meters measuring the consumption of hot water and electricity (whether or not used exclusively by any individual Dwellings)
 - 1.9 for the purposes of cleaning only the external surface of the external windows of the Dwellings
 - 1.10 all Service Installations not used exclusively by any individual Dwelling
2. Excepting and reserving from the Maintained Property:-
 - 2.1 the glass and window frames and the external doors of the Dwellings save for the external decorative parts of the said window frames and doors which (for the avoidance of all doubt) shall form part of the Maintained Property
 - 2.2 all interior joinery plaster work tiling and other surfaces of walls the floors down to the upper side of the joists slabs or beams supporting the same and the ceilings up to the underside of the joists slabs or beams to which the same are affixed to the Dwellings
 - 2.3 all Service Installations utilised exclusively by individual Dwellings

THE THIRD SCHEDULE
The Demised Premises

1. The apartment (together with the floor surfaces only of balconies or patios co-extensive therewith if any) shown edged red on Plan No. 1 known as Plot number [] being part of the Block together with (for the purpose of obligation as well as grant)
 - 1.1 the doors and windows thereof including the glass therein but not the external decorative surfaces thereof
 - 1.2 the interior faces of the ceilings up to the underside of the joists slabs or beams to which the same are affixed
 - 1.3 the floors down to the upper side of the joists slabs or beams supporting the same
 - 1.4 the inner plaster face of all external or structural walls
 - 1.5 all internal walls which are not main structural walls and which do not separate the Demised Premises from adjoining Properties or the internal common parts of the Building
 - 1.6 half of any non-structural walls (severed medially) which may separate the Demised Premises from any adjoining Properties or from the internal common parts of the Building in which the Demised Premises are situate
 - 1.7 all Service Installations utilised exclusively by the Demised Premises
2. Excepting and reserving from the Demised Premises the main structural parts of the Block including the roof foundations and all the external parts thereof

THE FOURTH SCHEDULE
Rights included in the demise

1. The right (in common with the Landlord, the Manager and all other persons similarly entitled) to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to the Demised Premises through and from the Service Installations forming part of the Estate
2. The right of support and shelter for the Demised Premises by and from the other parts of the Estate and the Block
3. The right to the benefit of the covenants entered into or to be entered into by the Tenants of the Properties with the Landlord for the observance and performance of the covenants in or substantially in the form set out in Part Two of the Eighth Schedule
4. Such rights of access to and entry upon the other parts of the Estate as are necessary for the proper performance of the Tenant's obligations hereunder or for the repair decoration maintenance or inspection of the Demised Premises, the Tenant in exercising such rights causing as little damage as possible and making good any damage caused as soon as shall be reasonably practicable
5. The right for the Tenant and the tenants or occupiers of the Demised Premises its or their employees and visitors (in common with all other persons having the like right) to go pass and re-pass at all times and for all purposes of access to and egress from the Demised Premises only with or without vehicles (as appropriate) over and along the Communal Areas and Common Parts
6. The right in common with all others entitled to a similar right to use (as may have been provided) for the reasonable purpose intended:-
 - 6.1 the refuse storage area(s)
 - 6.2 the security door entry system and
 - 6.3 the communal television reception system
 - 6.4 the Communal Areas
 - 6.5 the Gymnasium
7. The right to the exclusive use of the Allocated Parking Spaces (if any) for the purpose of parking private motor vehicles not exceeding three tonnes gross laden weight in aggregate in any individual parking space together with the right to pass and repass across the land shown shaded red on Plan No. 3.

THE FIFTH SCHEDULE
Rights to which the demise is subject

1. The right of support and shelter for the other parts of the Estate and the Block by and from the Demised Premises
2. Such rights of access to and entry upon the Demised Premises by the Landlord its Tenants and tenants and the Manager as are necessary for the proper performance of its or their obligations hereunder or under covenants relating to other parts of the Estate for the repair decoration maintenance or inspection of other parts of the Estate upon the giving of reasonable notice (save in the case of an emergency) to the Tenant and any occupier of the Demised Premises the said persons in exercising such rights causing as little damage as possible and making good any damage caused as soon as shall be reasonably practicable to the reasonable satisfaction of the Tenant
3. The right for the Landlord at any time or times hereafter without obtaining the consent of or paying compensation to the Tenant:-
 - 3.1 to build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon the Estate (other than the Block) according to such plans and to such height extent or otherwise and in such manner as the Landlord shall think fit notwithstanding that such buildings as so built rebuilt or altered may obstruct any lights windows or other openings in or on the Demised Premises save to a material extent
 - 3.2 to alter the layout of the Communal Areas but not so as to prejudice access to the Demised Premises
 - 3.3 to allocate in lieu of the Allocated Parking Spaces (if any) alternative parking spaces of equitable value within the Garage if it becomes reasonably necessary to do so and any such alternative parking spaces shall then be known as the Allocated Parking Spaces for the purposes of this Lease
4. The right (so far as necessary in common with the Tenant) for the Landlord its Tenants and tenants and the Manager to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to those parts of the Estate not included in the Demised Premises through and from any appropriate Service Installations within the Demised Premises together with all easements rights and privileges necessary and proper for inspecting cleaning repairing maintaining and reinstating the same
5. The right for the Manger or anyone duly authorised by the Manager and any Energy Service Company to enter the Demised Premises in order to read any meters (if any) and to inspect or carry out any maintenance or repairs to the meters or equipment used for the consumption of heat and power (if any) and to replace the same if necessary

THE SIXTH SCHEDULE
The Maintenance Expenses
PART A
(Estate Costs)

1. Keeping the Communal Areas generally in a neat clean and tidy condition and lit and replacing and reinstating any footpaths and accessways forming part thereof (including any lighting systems installed within the footpaths and accessways) as necessary
2. Inspecting maintaining renting renewing (where beyond economic repair) reinstating replacing and insuring the electronic security system(s) comprised within the Maintained Property by way of contract or otherwise as the Manager may from time to time consider reasonably necessary or desirable for the carrying out of the acts and things mentioned in this Schedule
3. Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the Communal Areas and every part thereof in good and substantial repair and renewing and replacing (where beyond economic repair) all worn or damaged parts thereof
4. Repairing maintaining inspecting and as necessary reinstating or renewing (where beyond economic repair) the Service Installations co-extensive with the Communal Areas
5. Inspecting maintaining cleaning renting renewing (where beyond economic repair) reinstating replacing and insuring the lift for disabled persons situate within the Communal Areas by way of contract or otherwise as the Manager may from time to time consider reasonably necessary
6. Keeping all planted landscaped areas open space areas grassed areas play areas (subject to the same not being the maintenance responsibility of any other party) and any gardens within the Communal Areas in a proper state of cultivation and in such a condition as to be suitable to the general character of the Estate including maintaining repairing and where necessary reinstating any boundary marker whatsoever on or relating thereto together with any benches seats garden ornaments sheds structures or the like
7. Repairing maintaining replacing and reinstating where necessary any walls and fences on the Estate
8. Making and enforcing such regulations (if any) as may be considered necessary and desirable in the interests of good estate management to enable all residents of the Estate to enjoy the Estate or to otherwise comply with the regulations and requirements of the Local Authority
9. Providing maintaining insuring and (where beyond economic repair) replacing all equipment (including refuse bins and compactors) to service clean and maintain the Communal Areas

10. Collecting and disposing of refuse from the Communal Areas
11. The cost of provision and consumption to the Estate of hot and cold water, heating and/or electricity together with associated utilisation standard and maintenance costs
12. All costs relating to meter standing charges concerning the supply of domestic cold water to the together with associated drainage standing charges

PART B (Building Costs)

1. Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the Buildings (but not the Demised Premises) comprised in the Maintained Property and every part thereof in good and substantial repair order and condition and (where beyond economic repair) renewing and replacing all worn or damaged parts thereof
2. Inspecting maintaining cleaning renting renewing (where beyond economic repair) reinstating replacing (where beyond economic repair) and insuring the fire detection and protection system(s) including all forced ventilation and dry risers the security door entry system the telecommunication reception system the lifts the refuse handling system(s) the lightning protection system(s) external cleaning system(s) the cold water booster pumps and tanks and such other equipment relating to the Common Parts of the Buildings comprised within the Maintained Property by way of contract or otherwise as the Manager may from time to time consider reasonably necessary
3. Repairing maintaining inspecting and as necessary (where beyond economic repair) reinstating or renewing the Service Installations serving the Buildings
4. Insuring and keeping insured the Buildings and other structures (but not the Garage) at all times against the Insured Risks in their full reinstatement value Provided Always:-
 - 4.1 This provision is subject as is mentioned in paragraph 3 of the Seventh Schedule
 - 4.2 The Manager shall determine a reputable company or office with which the insurance is to be placed and the sum insured
 - 4.3 The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees
 - 4.4 If notwithstanding the extent of the risk and value as aforesaid (the Manager and the Landlord having properly carried out their respective obligations) the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the Tenants accordingly insofar as any such deficiency may

relate to any excess limitation or exclusion under the terms of the Manager's insurance policy from time to time

- 4.5 The insurance cover shall extend to the Tenants for the time being of the Demised Premises and their mortgagees (if any)
5. Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the refuse storage facilities and every part thereof provided for use by the occupiers of the Dwellings in good and substantial repair and renewing and replacing all worn or damaged parts thereof
6. Cleaning the external glazed surfaces of the glazed balconies and communal windows as frequently as shall in the reasonable opinion of the Manager be necessary
7. Maintaining repairing and (where beyond economic repair) renewing signs and notices in or upon the Buildings
8. Cleaning treating and lighting the Common Parts to such standard as the Manager may from time to time acting reasonably and in the interests of good estate management consider adequate including the provision of such facilities for the control or eradication of pests as the Manager may deem appropriate
9. Providing and maintaining such security services for the Building (including electronic surveillance systems) as the Manager acting reasonably and in the interests of good estate management shall deem necessary
10. The cost of provision and consumption to the internal common parts of hot and cold water heating and/or electricity together with the Block associated utilisation standard and maintenance costs

PART C **(Garage Costs)**

1. Insuring and keeping insured the Garage and ancillary structures at all times against the Insured Risks in their full reinstatement value Provided Always:-
 - 1.1 This provision is subject as is mentioned in paragraph 3 of the Seventh Schedule
 - 1.2 The Manager acting reasonably shall determine a reputable company or office with which the insurance is to be placed and the sum insured
 - 1.3 The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees
 - 1.4 If notwithstanding the extent of the risk and value as aforesaid (the Manager and the Landlord having properly carried out their respective obligations) the

money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the Tenants accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Manager's insurance policy from time to time

- 1.5 The insurance cover shall extend to the Tenants for the time being of the Demised Premises and their mortgagees (if any)
2. Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping all the structural parts of the Garage and every part thereof in good and substantial repair and (where beyond economic repair) renewing and replacing all worn or damaged parts thereof
3. Inspecting maintaining cleaning renting insuring and (where beyond economic repair) renewing reinstating and replacing the fire detection and protection system(s) including the forced ventilation system the vehicle access gates the proximity access control system the lighting systems and the like and such other equipment relating to the common parts of the Garage comprised within the Maintained Property by way of contract or otherwise as the Manager may from time to time consider reasonably necessary
4. Repairing maintaining inspecting and as necessary (where beyond economic repair) reinstating or renewing the Service Installations forming part of the Garage
5. Cleaning and lighting and keeping the Garage properly lit
6. The cost of provision and consumption of heating water and electricity to the Basement Car Park together with associated utilisation standard and maintenance costs

PART D

(Communal and Domestic Heat and Power Costs)

Costs attributable to maintaining repair renewing and keeping in working order all plant and equipment on the Estate for the supply of power, heat, hot water and air cooling systems together with the cost of heating power and supply of hot water in the Demised Premises including (for the avoidance of doubt) any costs or charges connected with any communal heating and/or power facility serving the Estate

PART E

(Gymnasium Costs)

1. Inspecting rebuilding repointing repairing cleaning renewing redecorating or otherwise treating as necessary and keeping the Gymnasium comprised in the Maintained Property and all equipment and apparatus therein and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof

2. Inspecting maintaining renting renewing reinstating replacing and insuring all plant and equipment and such other matters and items relating to the Gymnasium by way of contract or otherwise as the Manager may from time to time consider reasonably necessary or desirable for the carrying out of the acts and things mentioned in this Schedule
3. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations serving the Gymnasium
4. Insuring and keeping insured the Gymnasium at all times against the Insured Risks in the full reinstatement value Provided Always:
 - 4.1 this provision is subject as mentioned in Paragraph 3 of the Seventh Schedule
 - 4.2 the Manager shall determine a reputable company or office with which the insurance is to be placed and the sum insured
 - 4.3 the insured amount shall include provision for the cost of demolition and clearance of buildings reinstatement and architects and surveyors and statutory fees
 - 4.4 if notwithstanding the extent of the risk and value as aforesaid the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the tenants accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Manager's insurance policy from time to time
 - 4.5 the insurance cover shall extend to the tenants for the time being of the Demised Premises and their mortgagees (if any)
5. The cost of provision and consumption of heating water and electricity to the Gymnasium together with associated utilisation standards and maintenance costs

PART F

(Costs applicable to any or all of the previous parts of this Schedule)

1. Insuring any risks (including material and third party liability risks) for which the Manager may be liable as an employer of persons working or engaged in business on the Maintained Property or as the occupier of the Maintained Property or any part thereof in such amount as the Manager shall reasonably think fit
2. Providing and paying such persons as may be necessary in connection with the upkeep of the Maintained Property together with all reasonable and proper overheads of whatsoever nature relating thereto

3. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary statutory parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of an individual Tenant of any of the Dwellings
4. Paying any irrecoverable value added tax chargeable in respect of any of the matters referred to in this Schedule
5. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any of the Authorities in connection with the Estate or any part thereof insofar as the same is not the liability of or attributable to the Tenant of any of the Dwellings
6. Preparing and supplying to the Tenants of the Dwellings copies of any Estate Regulations
7. Generally managing and administering the Maintained Property and protecting the amenities of the Maintained Property and for that purpose if necessary employing a firm of managing agents (Provided Always that the fees of such managing agents shall be met exclusively from the fees more particularly detailed in paragraph 12 hereof) or consultants or similar and the payment of all proper and reasonable costs and expenses properly incurred by the Manager:-
 - 7.1 in the running and management of the Estate and in the enforcement of the covenants and conditions and regulations contained in the leases of the Dwellings and any Estate Regulations
 - 7.2 in making such applications and representations and taking such action as the Manager shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Tenant or any under-Tenant of the Dwellings or on the Manager in respect of the Estate or all or any of the Dwellings therein and
 - 7.3 in the valuation of the Buildings and the Garage from time to time for insurance purposes (but not more often than is reasonable and proper)
 - 7.4 in the preparation of an account of the Maintenance Expenses for certification by a qualified accountant
8. Enforcing or attempting to enforce the observance of the covenants on the part of the Tenant of any of the Dwellings
9. Employing the services of a qualified accountant for the purpose of examining the account of the Maintenance Expenses and certifying the total amount thereof for the period to which the said account relates

10. Complying with the requirements and directions of any of the Authorities and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the Estate insofar as such compliance is not the responsibility of the Tenant of any of the Dwellings
11. Providing inspecting maintaining repairing reinstating and (where beyond economic repair) renewing any other equipment and providing any other service or facility in connection with the Maintained Property which in the opinion of the Manager acting reasonably and in the interests of good estate management it is reasonable to provide
12. The reasonable and proper fees of the Manager from time to time as to its general management of the Estate
13. Such sum as shall be considered reasonably necessary by the Manager (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property
14. Procuring operating maintaining paying all consumption costs and (if necessary and beyond economic repair) renewing any lighting water and power supply apparatus from time to time in connection with the Maintained Property and providing such additional lighting water or power supply apparatus as the Manager may reasonably think fit
15. All other reasonable and proper expenses (if any) incurred by the Manager:-
 - 15.1 in and about the maintenance and proper and convenient management and running of the Estate including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Block or any other part of the Estate (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefore and Provided That the Manager shall enforce and diligently pursue all rights actions and remedies which it may have against any such third party)
 - 15.2 as to any interest paid on any money borrowed by the Manager to defray any expenses incurred by it and specified in this Schedule
 - 15.3 as to any legal or other costs reasonably and properly incurred by the Manager and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any lease of any of the Dwellings or any claim by or against any Tenant or any tenant agent or visitor thereof or by any third party against the Manager as owner Tenant or occupier of any part of the Estate
16. For the avoidance of doubt the following costs do not form part of the Maintenance Expenses and are not recoverable from the Tenant:-

THE SEVENTH SCHEDULE
The Tenant's Proportion of Maintenance Expenses

1. The Tenant's Proportion means:-

- 1.1 The Part A Proportion of the amount attributable to the costs in connection with the matters mentioned in Part A of the Sixth Schedule and of whatever of the matters referred to in Part F of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part A of the said Schedule
- 1.2 The Part B Proportion of the amount attributable to the Block in connection with the matters mentioned in Part B of the Sixth Schedule and of whatever of the matters referred to in Part F of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part B of the said Schedule
- 1.3 The Part C Proportion of the amount attributable to the Garage in connection with the matters mentioned in Part C of the Sixth Schedule and of whatever of the matters referred to in Part F of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part C of the said Schedule
- 1.4 The Part D Proportion of the amount attributable to the Demised Premises in connection with the matters mentioned in Part D of the Sixth Schedule and of whatever of the matters referred to in Part F of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part D of the said Schedule
- 1.5 The Part E Proportion of the amount attributable to the Demised Premises in connection with the matters mentioned in Part E of the Sixth Schedule and of whatever of the matters referred to in Part F of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part E of the said Schedule

Provided That any item of expenditure or any other cost may only be accounted for under either Part A, B, C, D or E as aforesaid but not more than any one of them so that in no circumstances shall the Tenant be charged more than once for the same cost or item of expenditure

- 2. The certification of the accountant referred to in paragraph 9 of Part F of the Sixth Schedule shall (subject as hereinafter mentioned) be binding on the Manager and the Tenant unless manifestly incorrect
- 3. If the Tenant shall at any time during the Term object to any item of the Maintenance Expenses as being unreasonable or to the insurance matters mentioned in the Sixth Schedule being insufficient then the Tenant shall refer the matter in dispute for determination by a person to be appointed for the purpose by the President for the time

being of the Royal Institute of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide Provided That any such objection by the Tenant shall not affect the obligation of the Tenant to pay to the Manager the Tenant's Proportion in accordance with this Schedule and after the decision of any person appointed as aforesaid any overpayment by the Tenant shall be credited against future payment due from the Tenant to the Manager under the terms of this Schedule

4. The amount of Maintenance Expenses shall be adjusted to take into account any sums received by the Manager as contribution towards the cost of the matters mentioned in the Sixth Schedule from the owners Tenants or occupiers of any adjoining or neighbouring properties to the Estate
5. An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the last day of January 2010 and for each subsequent year ending on the last day of January throughout the Term shall be prepared as soon as is reasonably practicable and in any event by the following 30 September in the year of the Term to which the account relates and the Manager shall then serve on the Tenant copies of such account and of the accountant's certificate
6. The Tenant shall pay to the Manager the Tenant's Proportion of the Maintenance Expenses in manner following that is to say:-
 - 6.1 In advance on 1 February and 1 August in every year throughout the Term one half of the Tenant's Proportion of the amount estimated from time to time by the Manager or its managing agents as the Maintenance Expenses for the forthcoming year the first payment to be apportioned (if necessary) from the date hereof
 - 6.2 Within twenty one days after the service by the Manager on the Tenant of a certificate in accordance with paragraph 5 of this Schedule for the period in question the Tenant shall pay to the Manager the balance by which the Tenant's Proportion received by the Manager from the Tenant pursuant to subparagraph 6.1 of this Schedule falls short of the Tenant's Proportion payable to the Manager as certified by the said certificate during the said period and any overpayment by the Tenant shall be credited against future payments due from the Tenant to the Manager save in the last year of the Term when it shall be repaid to the Tenant

THE EIGHTH SCHEDULE
Covenants by the Tenant

PART ONE

Covenants Enforceable by the Landlord and the Manager

1. To pay to the Manager or its authorised agent (or to the Landlord in the event that the Landlord is managing pursuant to paragraph 3 of the Ninth Schedule) the Tenant's Proportion at the times and in the manner herein provided and without deduction or set-off and free from any equity or counterclaim
2. To pay interest at the rate of three per cent (3%) above Barclays Bank Plc's base rate from time to time on all sums payable by way of the rents reserved under the terms of this Lease which may be in arrear from the date 14 days after such payment shall be due until the date of actual payment
3. To pay all proper costs charges and expenses (including proper and reasonable legal costs and surveyors' fees) properly incurred by the Landlord in any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses aforesaid of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by a court
4. To yield up at the termination of the Term the Demised Premises together with any Landlord's fixtures and appliances and any replacements thereof in such good and substantial repair 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 herein contained
5. At any time within six calendar months prior to the termination of the Term to permit intending Tenants and tenants authorised by order in writing of the Landlord or its agents to view the Demised Premises at reasonable hours in the day-time by appointment
6. To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the Term shall be assessed or charged on or payable in respect of the Demised Premises or any part thereof or by the Landlord tenant owner or occupier thereof excluding any payable by the Landlord occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease
7. To repair and keep the Demised Premises and all Service Installations exclusively serving the same (but excluding such parts of the Demised Premises as are included in the Maintained Property) and every part thereof and all additions thereto in good and substantial repair at all times during the Term including the renewal and replacement of

all worn or damaged parts but so that the Tenant shall not be liable for any damage which may be caused by any of the Insured Risks (unless such insurance shall be wholly or partially vitiated by any act or default of the Tenant or of any member of the family employee or visitor of the Tenant or by occupiers of the Demised Premises) or for any work for which the Manager may be expressly liable under the covenants on the part of the Manager hereinafter contained

8. If the Tenant shall (in the exercise of the rights conferred upon it by paragraph 4 of the Fourth Schedule) require access to any other part of the Estate to give at least seventy-two hours' notice in writing (except in cases of extreme urgency) to the Manager or its agents and to the occupiers of that part of the Estate to which the Tenant requires access and the Tenant shall on giving such notice be entitled to have access to such part of the Estate but shall act carefully and reasonably doing as little damage as possible thereby and making good all damage done at the Tenant's own expense as soon as shall be reasonably practicable
9. As often as may be necessary and at least once in every fifth year and in the year preceding the termination of the Term (but not more than once in any consecutive period of two years) to paint with two coats of good quality material and in a proper and workmanlike manner all the internal wood metal stone and other work of the Demised Premises which usually are or ought to be painted and at the time of every inside painting to decorate and colour all such parts of the inside of the Demised Premises as are usually or should be treated using materials of suitable and appropriate quality
10. To clean all the internal surfaces of all the windows of the Demised Premises as often as shall be reasonably necessary
11. To permit the Landlord or the Manager with or without workmen and others at any convenient hours in the day-time having given at least 48 hours' prior written notice to enter into and upon the Demised Premises to view the condition thereof and upon notice being given to the Tenant specifying any repair or works necessary to be done for which the Tenant is liable hereunder forthwith to comply with the same and if the Tenant shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Landlord or the Manager or their respective agents with or without workmen and appliances to enter upon the Demised Premises and cause such repairs or works to be executed and the cost thereof shall be payable by the Tenant on demand
12. To make good any damage to any part of the Estate caused by any act or omission or negligence of any occupant of or person using the Demised Premises and (without prejudice to the generality of the foregoing) not to damage or interfere with any aerals and services of the Estate (whether or not attached to or included in the Demised Premises) or any fire-fighting appliances (if any) or any other equipment referred to in the Sixth Schedule

13. Not to bring into the Demised Premises or any part thereof any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to any part of the Estate or the occupants thereof
14. Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the said insurance of the Maintained Property or any part thereof or which may make void or voidable any such insurance or the insurance of premises adjoining the Maintained Property and so far as the Tenant is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Maintained Property or any part thereof may for the time being be insured
15. Forthwith to make good to the Manager or the Landlord all loss or damage sustained by the Manager or the Landlord consequent upon any breach of the last mentioned provision
16. Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing it and to keep the Landlord and the Manager indemnified against all claims demands and liabilities in respect of any such contravention
17. To comply with and make all reasonable endeavours to ensure that all persons at the Demised Premises or using the Allocated Parking Spaces (if any) or any part of the Maintained Property shall comply with any Estate Regulations which may be in force from time to time
18. To deliver to the Landlord as soon as reasonably practicable a copy of every notice or other document of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Tenant from any of the Authorities or other person whatsoever whether such notice or other document as aforesaid be served upon the Tenant or upon any tenant of the Tenant and at the request and cost of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of any notice or other document as aforesaid as the Landlord shall deem expedient
19. To comply in all respects at the Tenant's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any of the Authorities or the appropriate Minister or Court (whether requiring anything to be done or omitted by Landlord tenant or occupier) so far as the Tenant is liable hereunder and as soon as reasonably practicable to give notice in writing to the Landlord of the making or giving of such order direction or requirements as aforesaid
20. Not without the previous consent in writing of the Manager or its agents (which consent may be granted in the absolute discretion of the Manager or its agents) to cut maim or injure nor to make any breach in any part of the structure of the Demised Premises nor to make any alteration or additions whatsoever to the plan design or elevation of the

Demised Premises nor to make any openings therein nor to open up any floors walls or ceilings for the purpose of altering or renewing any pipes wires ducts or conduits and not in any case to commit or allow any waste or spoil on or about the Demised Premises

21. On making application for any such consent as aforesaid to submit to the Manager or its agents such plans block plans elevations and specifications as it or they shall acting reasonably require and to pay the reasonable and proper legal and surveyors fees of the Manager in connection with any such application and to carry out any work authorised only in accordance with such plans block plans elevations and specifications as they shall approve in writing making use of good sound and substantial materials all of which may be subject to inspection and approval by them
22. Not to display or hang any signs flags window boxes clothes washing aeriels satellite dishes or any similar telecommunication transmission or reception apparatus or thing from the Demised Premises (except aeriels placed there by the Landlord or the Manager)
23. Not at any time during the Term:
 - 23.1 underlet transfer or part with or share possession of any part or parts (as opposed to the whole) of the Demised Premises howsoever
 - 23.2 underlet the whole of the Demised Premises without the prior written consent of the Manager or its Agents (such consent not to be unreasonably withheld or delayed)
24. Not to assign or transfer the Demised Premises during the last seven years of the Term without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed)
25. On the occasion of every assignment or transfer of the Demised Premises for the unexpired portion of the Term and in every underlease which may be granted to insert a covenant by the assignee transferee or under Tenant (as the case may be) directly with the Manager to observe and perform the covenants conditions and obligations on the part of the Tenant appearing in this Lease other than payment of the reserved rents in the case of an underlease which for the avoidance of all doubt shall remain to be paid by the Tenant
26. To give to the Manager (or its agents) written notice within 28 days of any assignment transfer mortgage or charge of the Demised Premises or transfer of title to the same with a certified copy of the instrument effecting any such dealing and also to pay or cause to be paid at the same time to the Manager such reasonable fee appropriate at the time of registration in respect of any such dealing Provided Always That in the case of a contemporaneous transfer and mortgage the fee shall only be payable on one of such matters

27. Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Manager any employee or agent of the Manager and not to carry out any decoration repair maintenance or otherwise upon the exterior of the Block or any other part or parts of the Maintained Property
28. To maintain any systems conduits and/or equipment for the provision of water heat and/or power within the Demised Premises in good working order and condition and not to make any alterations to the same without the prior written consent of the Landlord
29. Save where the Tenant has entered into a contract directly with the Energy Service Company for the supply of heating, hot water and/or power to the Demised Premises (in which case the Tenant will be liable for such costs directly to the Energy Service Company, to pay to the Landlord the Manager and/or any Energy Service Company as appropriate all costs charges and tariffs (including without limitation any standing charges) payable for the supply of heating hot water and/or power to the Demised Premises and at the request of the Landlord the Manager and/or any Energy Service Company as appropriate to enter into such contracts agreements or arrangements as may be required in relation to the supply of such services to the Demised Premises

PART TWO

Covenants enforceable by the Landlord and the Manager and tenants of the Properties

1. Not to use or suffer to be used any of the flats within the Demised Premises for any purpose whatsoever other than as a private residence for occupation by a single household and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business or profession
2. Not to use any of the Allocated Parking Spaces (if any) for any purpose other than for the purpose of parking a private motor vehicle or private motor vehicles not exceeding three tonnes in gross laden weight thereon and not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Estate
3. Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Estate
4. Not to carry out nor allow to be carried out on a professional basis any vehicle maintenance on any part of the Estate
5. Not to allow or cause to be allowed the deterioration of any vehicle on the Estate to an unreasonable condition nor to abandon any vehicle whatsoever on any part of the Estate and in the event of any breach of this covenant it shall be lawful for the Manager without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Tenant any costs incurred in doing so

6. Not to obstruct or permit to be obstructed at any time any accessways roadways entrances stairways lifts (if any) corridors or any openings of whatsoever nature on the Estate
7. Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Demised Premises any act or thing (including for the avoidance of all doubt the installation of any hard floor finish in any part or parts of the Demised Premises without any effective soundproof under surface) which shall or may be or become an actionable nuisance or damage to the Landlord the Manager or to the Tenants or occupiers of the Properties or other the owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by any of the Authorities insofar as the same is the liability of or wholly or partially attributable to the default of the Tenant and not to exhibit any notice advertisement name plate or placard of any kind upon the Demised Premises except a notice for the sale or underletting of the Demised Premises which notice may be displayed only in a window of the Demised Premises or in such other place (if any) as the Manager may approve in writing
8. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks or basins lavatories cisterns or waste or soil pipes in the Demised Premises but to place refuse in the appropriate receptacles in the area provided (if any) for that purpose for the use of the Demised Premises
9. No piano record player radio loud-speaker or other electric electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as in the reasonable opinion of the Manager to cause unreasonable annoyance to any occupiers of the Properties or so as to be audible outside the Demised Premises between the hours of 11 pm and 9 am
10. No dog bird cat or other animal or reptile shall be kept in the Demised Premises except with the prior written consent of the Manager acting reasonably which consent may be revoked at the discretion of the Manager

THE NINTH SCHEDULE
Covenants on the part of the Landlord

1. That as soon as reasonably practicable after the erection of the Dwellings has been completed the Landlord will complete the surfacing and landscaping of the external grounds forming part of the Communal Areas
2. That until a deed in similar form to this Lease has been granted in the case of each Property (and in respect of any period during which a deed in similar form to this Lease shall not for any reason at any time be in force) contribute in respect of each such Property a due proportion of all debts losses liabilities costs and expenses due to the Manager in accordance with paragraph 1 of the Seventh Schedule as if the Landlord were the Tenant of such Property until such time as the Landlord shall have disposed of his interest in any such Property
3. That if the Manager goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Landlord will carry out the matters mentioned in the Sixth Schedule and the Tenth Schedule insofar as they remain reasonably capable of being performed
4. To ensure that the leases of the Properties contain covenants on the part of the various Tenants to observe the like obligations as are contained in the Eighth Schedule as appropriate to each Property and similar service charge provisions to those contained in this Lease
5. That the Tenant paying the rents reserved in this Lease and observing and performing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Demised Premises and the rights hereby granted during the Term without any lawful interruption from or by the Landlord or any person lawfully claiming under or in trust for it
6. At the request of the Tenant to enforce by all reasonable means available to the Landlord or assist the Tenant in enforcing the said covenants entered into or to be entered into by a Tenant of any one or more of the Properties Provided That the Tenant shall (if required) indemnify the Landlord against all proper costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Landlord may reasonably require

THE TENTH SCHEDULE
Covenants on the part of the Manager

1. To carry out the works and do the acts and things set out in the Sixth Schedule as appropriate to each type of Dwelling in a proper and efficient and economic manner in accordance with the principles of good estate management and without imposing any unfair or unreasonable burden on the Tenant and (where appropriate) using good and suitable materials Provided That:-
 - 1.1 The Manager shall not be held personally responsible for any damage caused by any defects or want of repair to the Maintained Property or any part thereof unless such matters are reasonably apparent by visual inspection or until notice in writing of any such defect or want of repair has been served on the Manager and the Manager shall have failed to make good or remedy such matter within a reasonable period following receipt of any such notice
 - 1.2 Nothing in this covenant contained shall prejudice the Manager's right to recover from the Tenant or any other person the amount or value of any loss or damage suffered by or caused to the Manager or the Maintained Property by the negligence or other wrongful act or default of the Tenant or such other person
 - 1.3 The Manager shall not be liable for any failure to provide employees and workmen necessary in connection with the Maintained Property if it shall have used all reasonable endeavours to obtain them
 - 1.4 Should the Manager consider that it would be in the general interest of the Tenants of the Dwellings and the Block or the Estate so to do the Manager shall have power to discontinue any of the works acts and things set out in the Sixth Schedule which in its reasonable opinion shall become impracticable or obsolete Provided That the same is in accordance with and complies with the principles of good estate management and is reasonable in all the circumstances and provided further that in deciding whether or not to discontinue any such matter the Manager shall solicit and agree with the views and wishes of the majority of the Tenants of the Dwellings and the Block or the Estate as the case may be
2. To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in the Sixth Schedule which may be due from the Tenants of any of the Properties
3. The Manager shall ensure that the reserve fund or funds referred to in the Sixth Schedule shall be kept in a separate trust fund account and the funds together with any interest on or income of the said fund shall be held by the Manager in trust for the Tenants of the Dwellings and shall only be applied in connection with the matters detailed in the Sixth Schedule

4. If the Manager shall (in exercise of the rights hereinbefore reserved) require access to the Demised Premises to give at least seventy two hours notice in writing (except in cases of extreme urgency) to the Tenant the Manager on giving such notice being entitled to carry out the said repairs or works to the Demised Premises but so that the Manager shall act carefully and reasonably doing as little damage to the Demised Premises as may be and making good all damage done to the reasonable satisfaction of the Tenant as soon as shall be reasonably practicable

If required by the Tenant for the reasonable protection of the Demised Premises to enforce or assist the Tenant in enforcing the said covenants entered into or to be entered into by the Tenant of any one or more of the Properties Provided That the Tenant shall (if required) first indemnify the Manager against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Manager may reasonably require

5. Forthwith unless prevented by government or other regulations strikes lockouts and other causes beyond the control of the Manager to arrange for the rebuilding repairing or reinstating in a good and substantial manner of such part or parts of the Estate as may from time to time be destroyed or damaged applying for the purpose any monies received as proceeds of insurance taken out for the purpose pursuant to paragraph 1 of this Schedule and the Sixth Schedule
6. To provide the Tenant on demand with a certificate for the purposes of satisfying the restriction more particularly referred to in clause 4.4 Provided That the provisions set out in the Eighth Schedule have been reasonably complied with
7. When reasonably requested by the Tenant to make available to the Tenant at the cost of the Tenant the records and vouchers relating to the carrying out of the works and the acts and things set out in the Sixth Schedule either by supplying copies to the Tenant or making them available at such location as the Manager may reasonably appoint for the purposes of inspection during normal business hours
8. To meet with the Tenant to discuss general Estate matters on a regular basis but not more than once every three months



Executed as a deed by
A G Baird/A Collins/M J Beehag/
G Patrick/D G Tillotson
acting as attorneys for and on behalf of
BDW TRADING LIMITED in the presence of:-

Witness signature..... *same*

Name (in block capitals)..... **JUNE SALTER**

Address Central House
32-66 High Street
Stratford
E15 2PF.....
Secretary

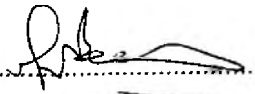
MICHAEL J BEEHAG

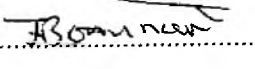



GREG TILLOTSON

Signed as a deed by **PEVEREL OM LIMITED**
acting by its attorney ~~A E Billson/A R Cooper/~~
~~D G Fox/R J Sandler~~ in the presence of:-

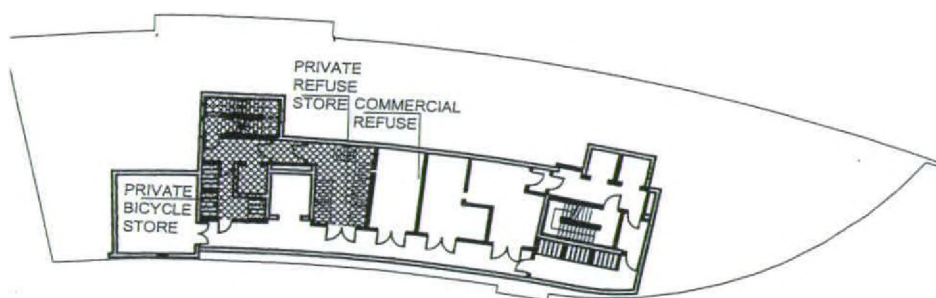


Witness signature.....

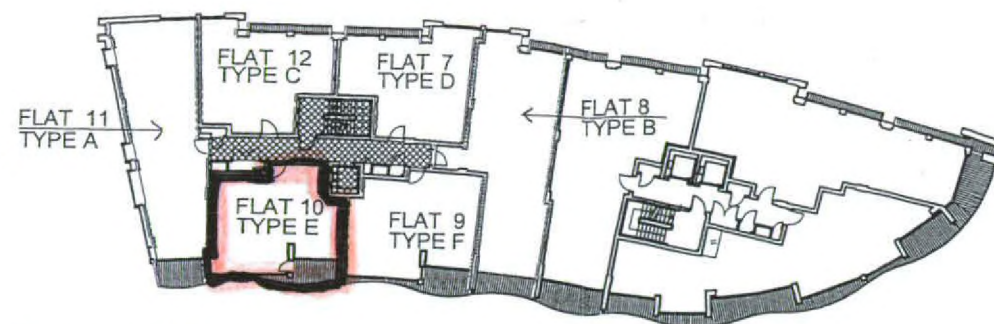
Name (in block capitals).....

Address

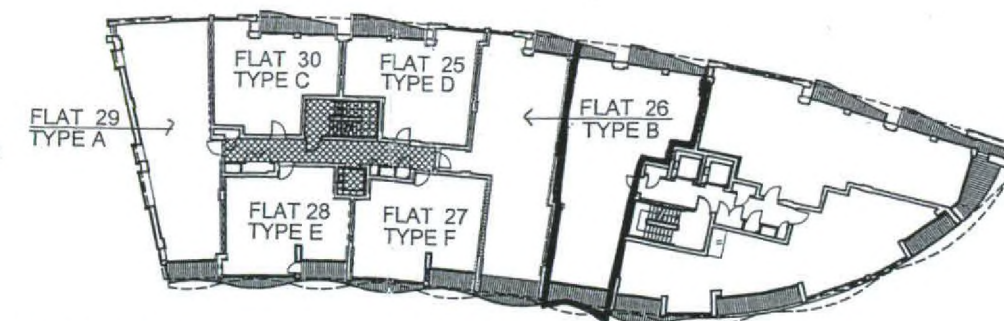
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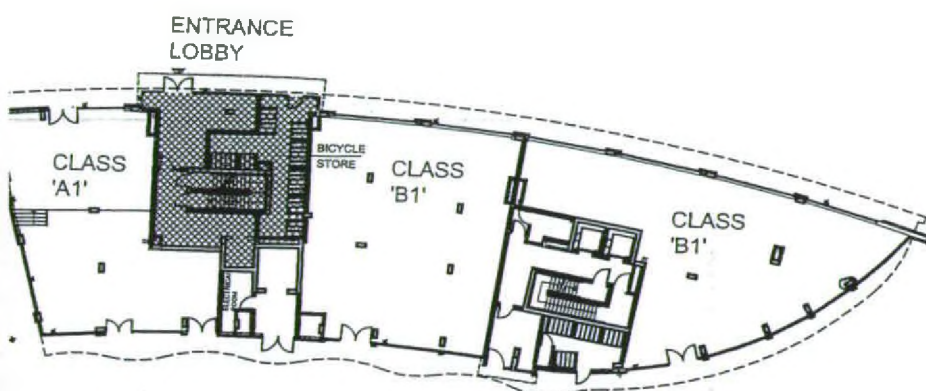
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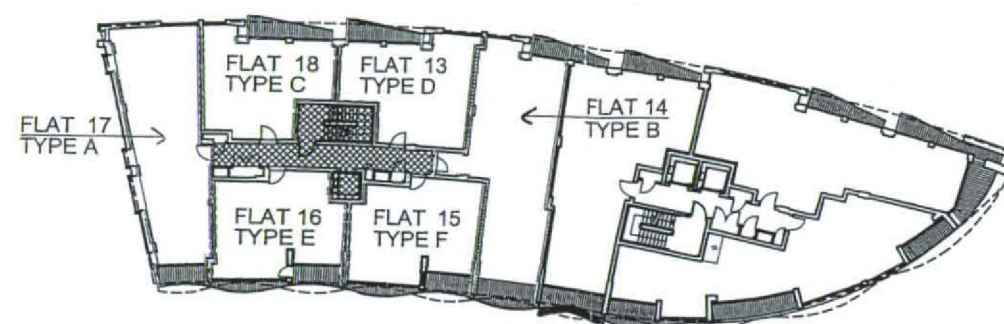
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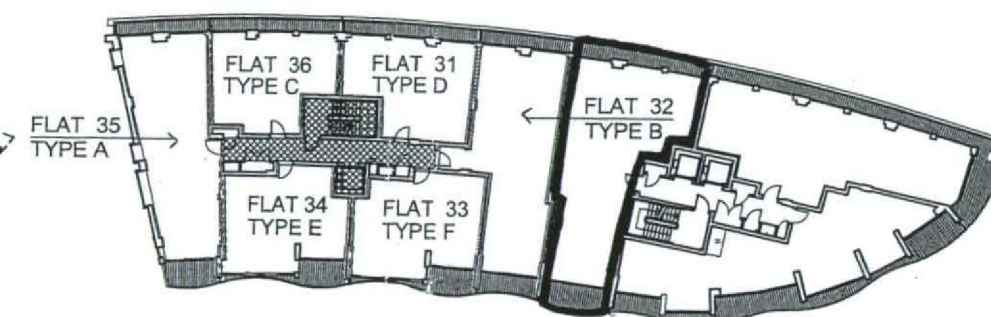
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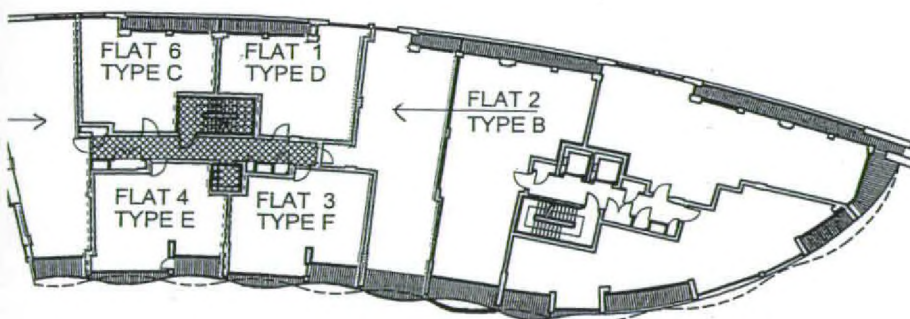
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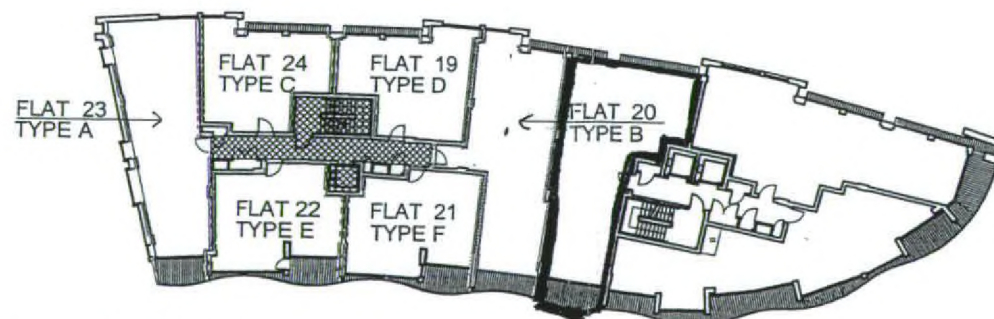
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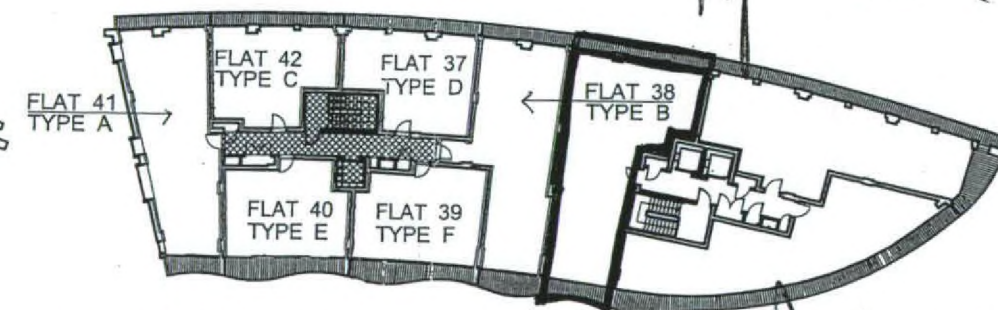
Sixth Floor



First Floor




Fourth Floor



Seventh Floor

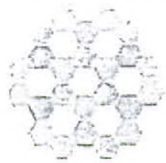
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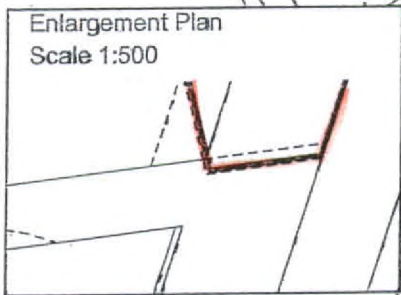
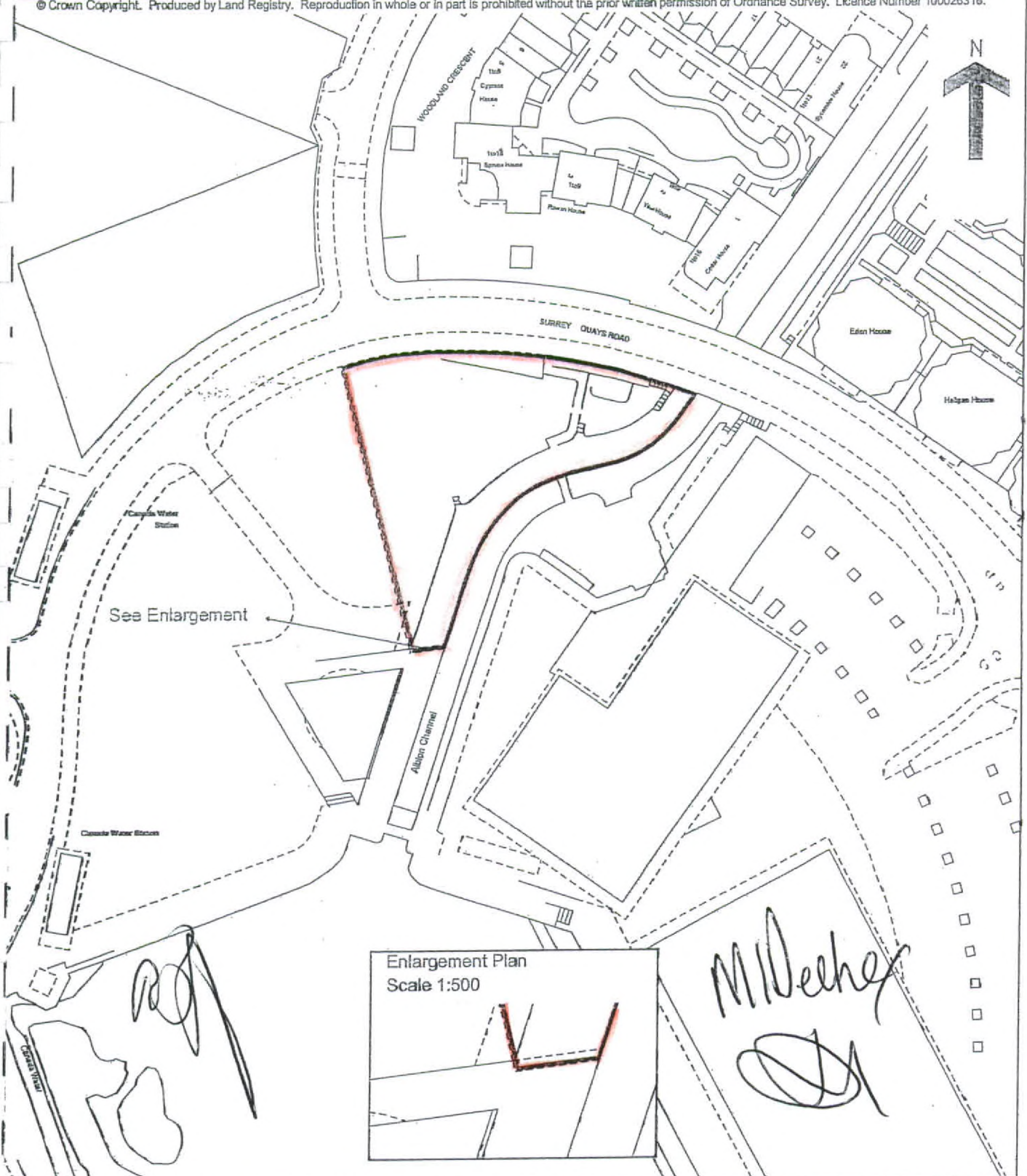
 BARRATT HOMES <i>built around you</i>		BARRATT EAST LONDON Central House 32-36 High Street Stratford - London E 15 2PF t: (020) 8522 5500 t: (020) 8519 5536 www.barratthomes.co.uk DO NOT SCALE FROM THIS DRAWING: Verify all dimensions on site	
		project CANADA WATER SITE B1 title CONVEYANCING PLAN scale 1:500 @ A3 author SF date 29.05.08 job no. 728A dwg no. 400-00 rev. -	
 PKS architects		© PKS Architects LLP 10 Deane House Studios, Greenwood Place, London, NW5 1LB t. 020 7424 4800 f. 020 7424 4801 e. pks@pksarchitects.com	

Land Registry
Official copy of
title plan

Title number **TGL308173**
Ordnance Survey map reference **TQ3579NE**
Scale **1:1250**
Administrative area **Southwark**



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M Decker
[Signature]

This official copy issued on 12 August 2008 shows the state of this title plan on 12 August 2008 at 14:18:02. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries. This title is dealt with by Land Registry, Telford Office.

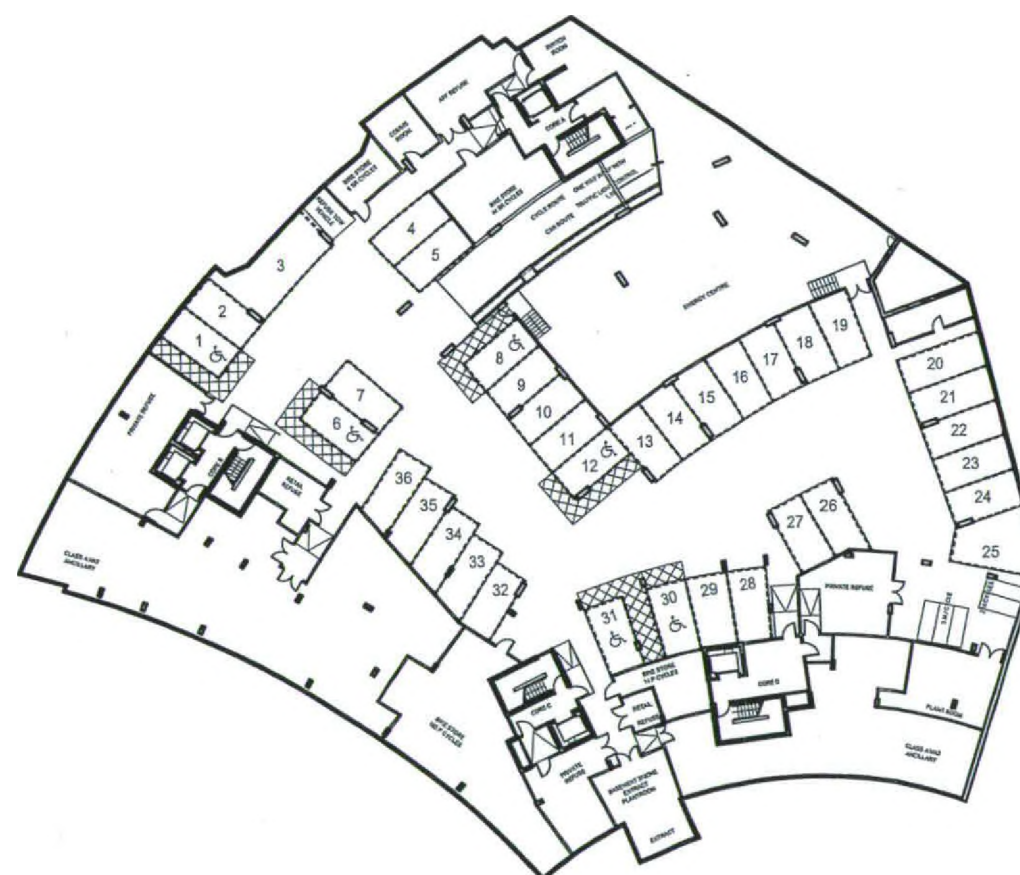


revision	date	author	revision notes
P1	??	-	FIRST ISSUE

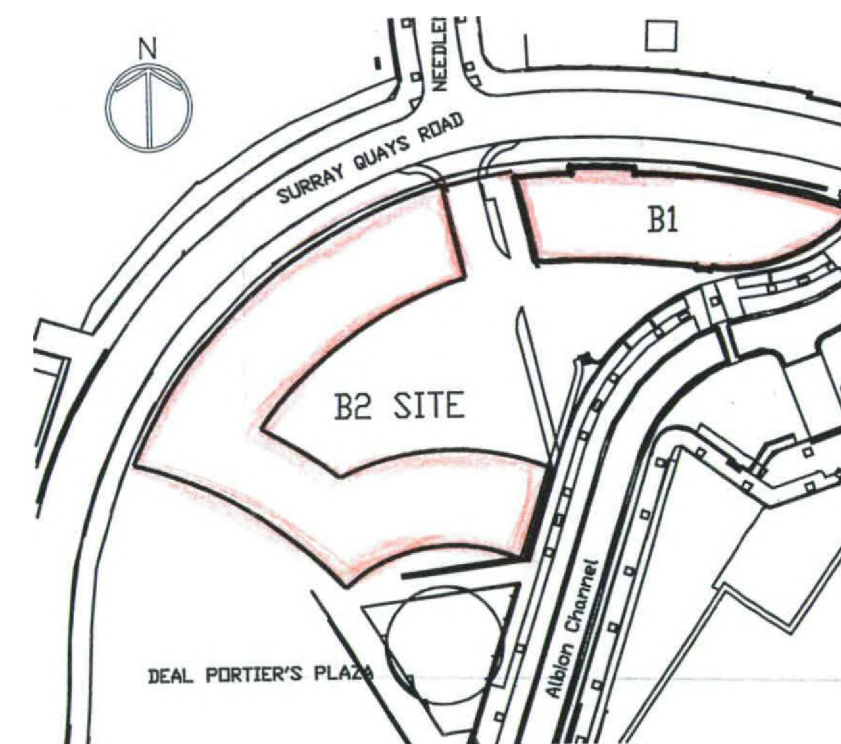
PLAN 3

M. Decker


[Signature]



BASEMENT



SITE PLAN 1:1250

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P K S architects	CANADA WATER B2 CONVEYANCE PLAN - BASEMENT		290-01
	1:500@A3 14.05.09	KC 1288	

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