

ST. BENEDICTS - TOOTING
FLAT UNIT WITH COMMON
PARTS

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1971

County and District : London Borough of Wandsworth
Title Number : SGL #####
Property : Land adjoining Rectory Lane Tooting

Dated 198

DEFINITIONS

THE LESSEE

THE COMPANY - ST. BENEDICTS (TOOTING) MANAGEMENT COMPANY LIMITED of Page Street London NW7 2ER

THE PREMISES - the Ground/First/Second/Third Floor Flat and land described in Clause 1 and known as Plot ### (Postal Number) St. Benedicts Estate Tooting and any part thereof where the context so admits

THE BUILDING - means the building consisting solely of ##### physically linked flats and including the Premises and the Common Areas within the Building

THE PREMIUM - Pounds

THE SPECIFIED PROPORTION - One half/quarter/sixth/eighth/twelfth/sixteenth/ eighteenth/twenty-fourth/thirty-sixth

THE ESTATE PROPORTION - A sum equal to 0.###% of the Annual Maintenance Provision

~~IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds Thirty thousand pounds~~

THIS LEASE is made BETWEEN (1) the Lessor meaning LAING HOMES LIMITED of Page Street London NW7 2ER (2) The Company and (3) the Lessee In this Lease

(unless the context otherwise requires) the aforementioned Definitions shall have the meanings ascribed to them respectively and:-

- (i) "THE LESSOR" includes the person for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created and "THE LESSEE" includes the person or persons in whom the said term is from time to time vested and others deriving title under the Lessee and whenever a covenanting party shall include more than one person then that party's covenants shall be deemed to be joint and several
- (ii) Where the grant or exercise of any rights or reservations herein referred to would otherwise contravene the rule of perpetuities the same shall be limited to those granted or becoming exercisable within the period of Eighty years from the date hereof ("THE perpetuity PERIOD")
- (iii) "THE ESTATE" means the property of which the Lessor is or was registered at H.M. Land Registry under the said Title Number including the Building
- (iv) "THE OTHER UNITS" means the other flats within the Building and the parking spaces or garages and the parts of the Common Areas and any other land demised therewith (excluding the Premises)
- (v) "THE COMMON AREAS" means the entrance porch corridors hallways (including common service ducts and fire screens and doors therein) and staircases within the Building and vehicular and pedestrian ways refuse bin stores and any other areas (in or outside the Building) designated on the plan as are intended for use by occupiers of the Premises in common with others (specifically excluding the private stores adjacent to the corridors and the letter boxes in the entrance porch and the roads and footpaths intended to become public roads and footpaths on the Estate)
- (vi) The Common Areas also include all the garden areas which belong to the Premises and to such of the Other Units as include garden areas and which are marked on the plan with the plot numbers of one or more of the units in the Building including all trees shrubs and plants on the same and the fences and hedges bounding the same and such garden areas are for the common benefit and amenity of the owners lessees and occupiers of the Building for their enjoyment in a reasonable and quiet manner and in any event not so as to infringe the privacy and enjoyment of any of the dwellings in the Building and animals games and activities of any kind likely to cause annoyance to the occupants thereof are expressly prohibited
- (vii) References to buildings shall include references to the buildings now erected or in course of erection

1. IN consideration of the Premium paid by the Lessee to the Lessor (receipt whereof is hereby acknowledged) and of the rents and covenants and provisions herein contained the Lessor as Beneficial Owner to the intent that the same covenants for title may be implied as if a demise at a rent were not excluded from the effect of Section 76 of the Law of Property Act 1925 hereby demises unto the Lessee the Premises as shown edged red on the plan attached ("the plan") including

- (1) the structural and other parts of the Building separating such premises from the Other Units up to the median line thereof and

- (2) (as to ground floor premises) the subsoil and foundations under such premises and the roof over that part of the entrance porch included in the premises (but excluding the staircase leading to upper floors and the private letter boxes allocated to the Other Units) and
- (3) (as to premises on any other level) (save where some other unit is above the same) the roof and supporting structure situate above such premises and
- (4) such parts of the Common Areas as are included within the areas edged red on the plan and (as to areas within the Building) being on the aforementioned level and where appropriate giving access to and from the level below and
- (5) the external walls doors windows fittings and other parts surrounding the Premises and
- (6) the private store (if any) allocated to the Premises and identically numbered but excluding the stores allocated to the Other Units (the allocation of each store to each Unit on each floor being shown inset on the plan)
- (7) the letter box allocated to the Premises and situate in the entrance porch of the Building
- (8) all drains services and other conducting media including any entry phone installation in any other part of the Estate and serving exclusively such premises and those boundary fences or walls marked with an inward 'T'

To the intent that the Premises and the Other Units shall together comprise the entirety of the Building

TOGETHER WITH the following easements and rights (in common with the Lessor and all others entitled thereto and all persons to whom it or they may hereafter grant the like rights)

- (9) to use the Common Areas for the purposes for which the same are respectively intended and in accordance with the provisions of this Lease
- (10) to use the roads and (on foot only) the footpaths intended to become public roads and footpaths respectively on the Estate as necessary to give access to and from the public highway
- (11) to use the drains and sewers and (so far as the Lessor can lawfully grant the same) the services and other conducting media in the Estate and the right to enter thereon after reasonable notice for the purpose of inspecting maintaining and repairing the same
- (12) to enter on the Common Areas and the Other Units as may be necessary for the purpose only of complying with the Lessee's obligations in Clause 3 after reasonable notice
- (13) of support and protection from the Other Units for the benefit of the Premises and such rights of overhang of roofs gutters eaves and

downspouts and encroachment of foundations as may be appropriate over or under any adjoining land in the Estate

PROVIDED ALWAYS THAT none of the said rights shall be exercised over any electricity sub-station site or gas governor and the rights granted in (11) and (12) shall be exercised causing as little damage and disturbance as possible and forthwith making good all damage

EXCEPT AND RESERVING the following rights:-

- (14) of way drainage watercourse passage of water gas electricity and other services and rights now or usually enjoyed or by the scheme of construction intended so to be through or from the Premises and (except as expressly granted) any rights of light air or otherwise over any other part of the Estate or adjoining or neighbouring property of Laing Homes Limited which would in any way restrict or hinder it from developing or using the same as it thinks fit
- (15) for the Lessor the Company and/or the owners or occupiers for the time being of the remainder of the Building and of the Estate equivalent to those granted in (9) to (13) above as appropriate and all rights of entry for the performance of the Lessor's and the Company's obligations and functions and rights for the owners or occupiers for the time being of the remainder of the Estate to use any footpath on the land within the Premises which serves other premises exclusively and to enter upon such part of the Premises as may be necessary for the purpose of inspecting maintaining repairing or carrying out other works to any buildings or other erections on adjoining land or premises
- (16) for Laing Homes Limited or any person or persons (including the Company) authorised by it to instal connect to and/or use sewers drains and services and other conducting media and apparatus (including meters) in on or under the Premises including aerials wires and cables to the exterior or in the roof space of the Premises and water tanks and pipes in the roof space with power to enter on the Premises for the said purposes or for inspecting maintaining renewing extending re-laying repairing altering or removing any of the same or otherwise in connection therewith (including access to the meter on the ground floor for the lighting of internal common parts) and all rights of entry required by it to effect any works in connection with the fulfilment of any conditions or obligations relating to the development of the Estate and/or otherwise in connection with the development of adjoining or other land (all rights of entry herein reserved being inclusive of the right to erect maintain and use scaffolding on the external parts of the Premises) the person exercising such rights causing as little damage and disturbance as possible and making good all damage so caused as soon as reasonably possible
- (17) all such rights as may be required by any drainage services or other authority in connection with the sewers drains and services and other conducting media and apparatus in or through the Premises or the Estate and the right of Laing Homes Limited to grant to such authorities during the Perpetuity Period all easements wayleaves licences rights and privileges needed in connection with the services usually provided or maintained by them

TO HOLD the same unto the Lessee from the First day of July One thousand nine hundred and eighty-five for a term of One hundred and twenty-five years

YIELDING AND PAYING therefor unto the Lessor during the said term the yearly rent of One peppercorn (if demanded) on the First day of July in each year

2. THE Lessee hereby covenants with the Lessor and (as a separate covenant) with the Company:-

- (1) to pay the yearly rent hereby reserved (if demanded)
- (2) to pay all rates taxes duties charges assessments outgoings and impositions of every description which now are or may hereafter be payable in respect of the Premises or upon the lessor lessee owner or occupier or the Company in respect thereof (whether exclusively or in conjunction with any other premises or person) to the extent of the liability relating to the Premises and in the event of any of the foregoing being payable in respect of the Premises and any other premises the Lessee shall pay such proportions thereof as the Lessor or his surveyor may determine but the Company shall not be entitled to indemnity insofar as such matters arise from failure by the Company to comply with its obligations hereunder
- (3) to pay to the Lessor all reasonable costs charges and expenses which may be incurred by it in connection with or incidental to the preparation and service of any notice or proceedings under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court
- (4) at the expiration or sooner determination of the said term quietly to yield up unto the Lessor the Premises in such state of repair and condition as is required by the Lessee's covenants hereunder
- (5) to permit the Lessor and others authorised by it at all reasonable times (upon reasonable notice save in an emergency) during the said term to enter the Premises for the purpose of ascertaining whether the Lessee's covenants are being complied with and to view the state of repair of the Premises and of any defects wants of repair or maintenance or other items of non-compliance with the terms hereof to give notice to the Lessee
- (6) to repair and make good all defects wants of repair or maintenance or other items as aforesaid notified in writing by the Lessor to the Lessee and if the Lessee shall not within Two calendar months after such notice execute such works and remedy such non-compliance then the Lessor may (but without prejudice to any other right or remedy) enter the Premises with all necessary workmen and execute such works at the Lessee's expense and the costs and expenses thereof shall be forthwith recoverable as rent in arrear and to permit the Lessor and the Company and other persons authorised by it and the owners and occupiers of other parts of the Estate with all necessary workmen and appliances to enter upon the Premises to exercise the rights hereby reserved
- (7) to indemnify and keep indemnified the Lessor and the Company from and against all actions claims costs proceedings and demands whatsoever arising out of the Premises or the user thereof (but the Company shall not be entitled to such indemnity so far as such matters arise out of any failure by the Company to comply with its obligations herein)

- (8)
- (a) not to assign underlet or part with the possession of part only of the Premises
 - (b) not to sublet the whole or any part of the Premises save that an underletting of .the whole of the Premises (with the prior consent of the Lessor) is permitted in the case of a term certain not exceeding Three years let at a rack rent
 - (c) not to assign the whole of the Premises without requiring the assignee to apply in writing (contemporaneously with the assignment) to become a member of the Company
 - (d) whenever title to this Lease devolves on a successor in title of the Lessee such successor shall apply in writing to the Company within Seven days of such devolution to become a member of the Company
 - (e) not during the last Seven years of the said term to assign underlet or part with the possession of the Premises without first obtaining the consent in writing of the Lessor such consent not to be unreasonably withheld
 - (f) not to charge mortgage or create any other derivative interest in the Premises which would or might have the effect of enabling the chargee mortgagee or other person to assign or otherwise deal with the Premises otherwise than in compliance in all respects with this Clause 2(8)

(9) within Twenty-eight days of the date of every assignment grant of probate or administration assent transfer mortgage charge discharge order of court or other event or document relating to the term

- SAMPLE ONLY
- (a) to give notice thereof in writing to the Lessor and pay to it a fee for registration calculated at the rate of Nought decimal point one per centum (0.1%) of the consideration"set out in the document then being registered save that where the consideration is nominal or there is no reference to consideration the said fee shall be Nought decimal point one per centum (0.1%) of the last full consideration for value relating to the Premises subject in any event to a minimum fee of Fifteen pounds (£15.00) No fee shall be payable in respect of a Mortgage Charge or Discharge if a fee is paid for registration of another contemporaneous disposition of the Premises
 - (b) in the case of a document to produce a certified copy of it to the Lessor for registration with the notice
 - (c) (except in the case of a Mortgage Charge or Discharge) to deliver to the Company a deed in the form of that set out in the First Schedule duly completed and executed by the assignee transferee or other person in whose* favour the said instrument shall have effect and the Lessee by way of security irrevocably appoints the Company or any officer thereof attorney in the name of the Lessee to execute a deed in the form referred to in the First Schedule for and on behalf of the Lessee to remedy any breach of the provisions of this Paragraph (c)

- (10) to keep in good decorative condition the interior of the flat contained in the Premises and the outside of the flat entrance door
- (11) forthwith after service upon the Lessee of any notice affecting the Premises served by any person body or authority (other than the Lessor) the Lessee shall deliver a true copy thereof to the Lessor and if so required by the Lessor will join with the Lessor in making such representation to any such person body or authority concerning any proposals affecting the Premises as the Lessor may consider desirable and to join with the Lessor in any such appeal against any order or direction affecting the Premises as the Lessor may consider desirable
- (12) no trees or shrubs now standing or afterwards planted by Laing Homes Limited on the Premises shall within a period of Five years from the date hereof be cut down
- (13) to observe and perform the covenants contained or referred to in the Registers of the above-mentioned Title Number so far as the same are still subsisting and remain to be observed and performed and to indemnify the Lessor against any breach non-observance or non-performance thereof or otherwise in respect of the Premises

3. THE Lessee hereby covenants with the Lessor and (as separate covenants) with the Company and the lessees of the Other Units:-

- (1) To repair and keep in good and tenantable repair and condition the Premises including non-structural walls timbers floors ceilings windows window frames and all other parts of the Building so far as included in this demise (other than the external and main structural load-bearing parts roof and roof-structure and communal water tank and system and Common Areas within the Building) and the parking space or spaces hereby demised
- (2) To keep clean and tidy such parts of the Common Areas in the Building and to keep in a reasonable state of repair and condition such parts of the Common Areas outside the Building as are in each else included in the Premises (except so far as the Company is responsible for such matters under Clause 5 below) and to keep clean the internal and external surfaces of the windows in the Premises
- (3) Not to erect any external wireless or television aerial
- (4) To pay the proportion for which the Lessee is responsible of the costs referred to in Clause 9(1) except so far as any such costs are payable under Clause 6
- (5) Not to erect any clothes lines or hang out any washing upon any part of the Premises or the Common Areas other than the drying area (if any)
- (6) To comply with and to execute all such works as may under any present or future Act or Acts of Parliament or by any local or other public authority be directed or required in respect of the Premises whether by the lessor lessee owner or occupier thereof except so far as the same are the obligation of the Company hereunder

- (7) Not to do or permit anything which may obstruct restrict or render hazardous access over or use of the Common Areas or which may prejudice the open plan layout of the Estate or any visibility splay in the Premises or the access of light to the Other Units
- (8) Not to use the flat hereby demised except as a single private residential dwelling only for the sole occupation of the entirety thereof by the Lessee or any permitted sub-lessee and (in either case) his family and members of his household and to use any parking space hereby demised only for the parking of one private motor car and to use any other land and those parts of the Common Areas hereby demised only for the purpose for which the same have respectively been provided and in accordance with the provisions of this Lease
- (9) Not at any time do or suffer anything on the Premises or the remainder of the Estate which may be or grow to be a nuisance detriment or annoyance to the Lessor or the Company or the owners or occupiers of other parts of the Building or the Estate or which may be illegal or immoral and the rights granted in Clause 1 above shall be exercised in a reasonable manner
- (10) No building or addition to any building shall be erected on the Premises and no alteration or addition shall be made to the Premises (whether ' internally or externally) except with the previous written consent of the Lessor nor (without prejudice to the generality of the foregoing) to cut injure interfere with or remove the main walls timbers or any other structural parts of the Premises except so far as necessary for the purpose of complying with the Lessee's repairing obligations contained in this Lease but in any event not so as to prejudice the support for the Other Units or other adjacent premises
- (11) No caravans or boats of any kind shall be parked or stored upon the Premises or any part or parts thereof
- (12) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Premises or any Other Units or which may cause an increased premium to be payable in respect thereof
- (13) No piano record player tape 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 Premises so as to cause annoyance to the owners or occupiers of Other Units comprised, in the Building or so as to be audible outside the Premises between the hours of 11 p.m. and 9 a.m.
- (14) No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Premises (except that one notice advertising the Premises for sale or for any sub-letting permitted hereunder is allowed) or so as to be visible from outside the Premises and no clothes or other articles shall be hung or exposed outside the Premises except in areas specifically reserved for the purpose
- (15) No bird cat dog or other animal which may cause annoyance to any owner or occupier of any Other Unit shall be kept in or on the Premises

4. THE Lessor hereby covenants with the Lessee that:-
- (1) the Lessee may peaceably and quietly possess and enjoy the Premises during the said term without any lawful interruption from or by the Lessor or any person rightfully claiming through or under the Lessor
 - (2) the Lessor will not dispose of any of the Other Units save by a lease in the form of the present lease or as near thereto as the circumstances may admit or require
 - (3) (if so required by the Lessee) it will enforce the covenants on the part of the Lessee of any other flat comprised in the Building on the Lessee first making payment to the Lessor on account of and indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require and complying with such conditions as the Lessor may reasonably require including the obtaining at the Lessee's expense of opinion of Counsel nominated by the Lessor

5. THE Company covenants with the Lessee and as a separate covenant with Lessor:-

- (1)
 - (a) To keep the external and main structural load-bearing parts roof and roof-structure of the Building and Common Areas within the Building in a good and tenable repair and condition and when necessary to re-build and renew the same
 - (b) To keep in a reasonable state of repair and condition the footpaths (including the steps forming part thereof) within the Common Areas so far as serving the Building (excluding footpaths demised with or belonging to any dwellings which are not within the Building)
- (2) To paint or otherwise treat as appropriate as often as necessary in a proper and workmanlike manner and with suitable good quality materials such parts of the exterior of the Building-and of the Common Areas within the Building as are usually painted or otherwise treated
- (3) To maintain and keep reasonably tidy and (where appropriate) cultivate all garden areas (including the matters mentioned in Recital (vi)) within the Common Areas
- (4) To keep in a reasonable state of repair condition and cleanliness and when necessary rebuild and renew the refuse bin store or stores allocated on the plan as for use by flats in the Building and to arrange for removal of refuse from the same at appropriate intervals
- (5) To maintain in working order and when necessary renew
 - (a) any lights provided for the illumination of the Common Areas within the Building and
 - (b) any communal water tank and system and aerial and/or entry phone system and the drains and sewers serving the Premises and the Other Units

- (6) (a) To keep the Building insured in Sun Alliance and London Insurance Limited or some other insurance office reasonably approved by the Lessor against all risks from time to time included in such insurer's house-holder's comprehensive policy including subsidence landslip and heave so far as available and such other risks as the Company shall in its absolute discretion deem necessary and/or as the Lessor may reasonably require (including insurance against Lessor's liability to lessees and others) through the agency of the Lessor or such other agency as it may direct in a sum equal to the full rebuilding cost thereof for the time being together with an adequate sum in respect of Architect's and Surveyor's fees and to make all payments necessary for the above purpose and to produce to the Lessor and to the Lessee on demand the Policy of such insurance or extract thereof and evidence for each such payment and to permit the Lessee to notify the insurer of the interest of the Lessor and the Lessee and any mortgagees in the Policy of such insurance
- (b) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Building and to make up out of the Company's own monies any deficiency in the monies required to complete such rebuilding and reinstatement
- (7) (a) In respect of the matters which are the Company's obligations under this Lease to comply with and to carry out such works as may under any present or future Acts of Parliament be directed or required whether by the Lessor or lessee owner or occupier
- (b) To pay all rates taxes duties charges assessments outgoings and impositions which are now or may hereafter be payable in respect of those parts of the Common Areas (outside the buildings on the Estate) for which the Company is responsible under this Lease
- (8) To give the certificate referred to in Clause 11(1) upon receipt of a deed as required by Clause 2(9)(c)

6. A. THE Company and the Lessee each covenant with the other that:-
- (1) The Company shall as soon as reasonably practicable after the First day of July in every year prepare an estimate of the sums to be spent or incurred by it in such year on the matters specified in Clause 6B below and shall add thereto or deduct therefrom (as may be appropriate) any difference between:-
- (a) the amount notified in accordance with sub-clause (3) below and
- (b) the amount of the estimate prepared in respect of the previous year
- and shall serve on the Lessee notice of the total amount so calculated
- (2) The Lessee shall within 14 days of receiving the notice referred to in sub-clause (1) above pay to the Company a

sum equal to the Specified Proportion of the total amount specified in such notice (the first payment apportioned if necessary to be paid on the date hereof)

- (3) The Company shall keep an account of the sums spent by it in each year on the matters specified in Clause 6B below and shall as soon as practicable after the end of such year notify the Lessee of the total amount of the sums so spent
- B.
- (1) The sums spent by the Company in and incidental to the observance and performance of the covenants on the part of the Company contained in Clause 5 and Clause 6A above
 - (2) All fees charges expenses salaries wages and commissions paid to any Agent Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee whom the Company may employ in connection with the carrying out of its obligations under this Lease and the leases of the Other Units including the costs of and incidental to the preparation of the estimates notices and accounts referred to in Clause 6A above
 - (3) The costs of effecting and maintaining in force the insurance Policy referred to in Clause 5 and of any further insurance Policy which the Company may effect in respect of or including the Premises and the Other Units (including . insurance against public and third party liability)
 - (4) All sums paid by the Company in and about the repair maintenance renewal decoration cleaning lighting and running of the Common Areas and in respect of the other matters mentioned in Clause 9(1) so far as the Lessee and the lessees of the Other Units are responsible therefor whether or not the Company is liable to incur the same under its covenants herein contained
 - (5) Any tax paid or payable by the Company in respect of or attributable to the Premises and the Other Units the matters referred to in Clause 5 and this Clause 6 and any sums payable hereunder
 - (6) Any interest or other charges incurred by the Company in borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Clause 6
 - (7) The costs incurred by the Company in bringing or defending any actions or other proceedings against or by any person or authority whomsoever
 - (8) The costs of administering the Company including the costs of preparing and auditing accounts the expenses of the Directors and the Secretary the printing and sending out of notices circulars reports or accounts the holding of meetings and all fees payable to the Government or any other body

- (9) The provision of any other service which the Company may from time to time deem desirable for the benefit or amenity of the Building
- (10) Such sums as the Company shall determine as desirable to be set aside in any year towards a reserve fund to make provision for expected future capital expenditure including (without prejudice to the generality of the foregoing) the external decoration of the Building

7. THE Company hereby further covenants with the Lessee that it will at all times provide and maintain the Estate Services (as defined in Part I of the Second Schedule hereto)

8. THE Lessee hereby covenants with the Lessor and (as separate covenants) with the Company and the lessees and purchasers of the Other Units (as defined in Part I of the Second Schedule hereto) to pay to the Company at the times and in the manner set out in Part IV of the Second Schedule hereto the Estate Proportion

9. IT IS HEREBY AGREED AND DECLARED that (subject only to the other provisions of this Lease):-

- (1)
 - (a) The cost of repairing maintaining cleansing and renewing the Common Areas (including any walls or fences on or bounding the same) outside the Building and any drains sewers services and other conducting media serving the Premises jointly with other properties shall be paid in equal proportions by the lessees for the time being of the properties served thereby
 - (b) Any external retaining walls between the Premises and any adjoining land in the Estate and any dividing walls where buildings are connected to adjoining buildings on the Estate shall be party walls and shall be used repaired and maintained as such
 - (c) The Company shall be entitled to carry out any obligations of the Lessee and lessees of other flats as to the matters in (a) and (b) above and to recover from each the Specified Proportion under Clause 6 or such other proportion for which they are responsible in relation to such matters
- (2) The Lessor shall not be responsible for damage or injury arising in any way from the existence or growth upon any land now or formerly of the Lessor of any tree or trees which the Lessor is required to plant leave or allow to grow
- (3) Laing Homes Limited shall cease to be liable forthwith on any disposal of the said reversionary title to or including the building
- (4) In the event of any rent or other sums herein payable not being paid within 14 days of their becoming due the Lessee shall pay interest at the rate of Four per centum (4%) above Midland Bank PLC Base Rate from, time to time on the same from the date the same become payable to the date of payment

- (5) The Company shall not be liable for any non-compliance with its obligations {other than as to effecting insurance) until it has received written notice of the defect or other matter concerned
- (6) If the Company makes default in the performance of any of the covenants on its part herein contained in respect of its liabilities then the lessor may but without any obligation and without prejudice to any other right or remedy of the lessor against the Company or the Lessee or any " other person perform the said covenants and the expense thereby incurred by it shall be repaid to the Lessor by the Company on demand
- (7) The Lessee hereby covenants with the Lessor that if at any time during the said terra any sum or sums shall be expended by the Lessor under or by virtue of Clause 9(6) and shall be unpaid to it by the Company within Fourteen days after the Lessor has requested payment the Lessee will on demand pay to the Lessor the Specified Proportion of the aggregate amount of any such sum or sums but without prejudice to any right of recovery contribution or indemnity from the Company

10. IF the Lessee shall at any time fail or neglect to perform or observe any of the covenants or conditions herein contained and on the part of the Lessee to be performed or observed then and in any such case (and without prejudice to any other right or remedy of the Lessor) it shall be lawful for the Lessor in that behalf to re-enter into and upon the Premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained

11. (1) THE Lessor the Company and the Lessee hereby apply to the Registrar for the entry on the Register of the following restriction of the Title to the Premises

"Except under an order of the Registrar no Transfer or Assent of the Premises is to be registered without

- (a) a certificate given by the Secretary or Solicitor of the Company defined in the Registered Lease* that the deed required by Clause 2(9)(c) of the Registered Lease has been received by the Company or
- (b) a certificate by a Solicitor that the procedure in Clause 11(2) of the Registered Lease has been complied with"

(*Note - full name and address of the Company to be entered on the Register)

- (2) In the event of a person being entitled to be registered as proprietor of the title to this Lease having delivered to the Company the deed in accordance with Clause 2(9)(c) and the Company failing within 28 days to issue the certificate as required by Clause 5(8) then a certificate by a Solicitor to the effect that such deed has been duly executed and sent by recorded delivery post to the Secretary of the Company at its registered office for the time being shall be sufficient authority for the Registrar to proceed with the said registration in the absence of production to him of the said certificate

12. LAING HOMES LIMITED will indemnify the Lessee against all liability for costs of making up and adoption of the Estate roads and sewers constructed by it serving the Premises and intended for adoption

13. NOTWITHSTANDING anything contained in this Lease any variation of the Ground Rent or any other sums payable by the Lessee (otherwise than in respect of rates services repairs or maintenance) which would otherwise create an inhibition on the premium capable of being charged on an assignment of the Premises in the same manner as set out in Section 127 and Schedule 18 Part II of the Rent Act 1977 as amended by Section 78 of the Housing Act 1980 or any amending or similar legislation shall be limited to the extent necessary to avoid creation of such inhibition

14. WITHIN Fifty-six days after all the Other Units (in this Clause as defined in Part I of the Second Schedule hereto) comprised in the Estate have been disposed of whether by lease or transfer the Lessor shall transfer to the Company (and the Company shall accept such transfer) in further consideration of the covenants by the Company herein contained the Lessor's freehold interest in the Estate (other than those of the Other Units disposed of on a freehold basis) the freehold reversions in the leasehold premises comprised in the Other Units and the rent charges reserved on those of the Other Units disposed of on a freehold basis

THE FIRST SCHEDULE above referred to
Form of Deed of Covenant

THIS DEED is dated the _____ day of _____ 19____

- 1. The Premises
- 2. Date of the Lease
- 3. Lessee under the Lease
- 4. Date and nature of instrument of transfer and the parties thereto

Transfer/Assignment/Assent/
dated _____ 19____
made between

- 1.
- 2. The Transferee

WHEREAS this Deed is supplemental to the instrument specified in Paragraph 4 above and is made by the person or persons ("the Transferee") in whose favour the said instrument of transfer or otherwise is made

NOW THIS DEED WITNESSETH that the Transferee hereby (jointly and severally if the Transferee consists of more than one person) covenants with the Company defined in the Lease and as a separate covenant with the Lessor and each of the lessees of the Other Units therein defined that as from the date when the Lease shall be transferred to or otherwise become vested in the Transferee the Transferee will observe and perform all the covenants obligations and conditions on the part of the Lessee undertaken to the Company the Lessor and the

lessees of the Other Units respectively in the said Lease and shall indemnify and keep indemnified each of them against any breach or non-observance of the terms thereof respectively

The Transferee hereby applies or confirms its application to become a member of the Company

SIGNED SEALED and DELIVERED by the)
said)
in the presence of:-)

SIGNED SEALED and DELIVERED by the)
said)
in the presence of:-)

END OF FORM OF DEED OF COVENANT

THE SECOND SCHEDULE above referred to

PART I

Definitions

In this Schedule (unless the context otherwise requires) the following expressions shall have the meanings ascribed to them:-

"THE OTHER UNITS" shall mean the other freehold and leasehold premises erected or intended to be erected upon the Estate

"THE ESTATE FACILITIES" shall mean the landscaped areas pedestrian accessways and all other areas within the Estate Managed Areas designated on the plan annexed hereto together with all structures and erections placed or erected thereon

"THE ESTATE SERVICES" shall mean the services mentioned in Part II of this Schedule

"THE ANNUAL MAINTENANCE PROVISION" shall have the meaning attributed to it in Part III of this Schedule

PART II

Estate Services

1. As often as may in the opinion of the Company be necessary but not less than in every Fourth year of the term hereby granted in a good and workmanlike manner to prepare and paint or otherwise treat in an appropriate manner all the Estate Facilities from time to time on the Estate and all additions thereto originally or usually painted or treated as the case may be

2. To repair and maintain in a good and substantial condition all structures and erections comprised in the Estate Facilities
3. (a) To keep all structures and erections comprised in the Estate Facilities from time to time insured against all risks from time to time included in a comprehensive policy including subsidence landslip and heave so far as available and such other risks as the Company shall in its absolute discretion deem necessary through the agency of Laing Homes Limited or such other agency as it may direct with the interest of the Company noted on the policy and in a sum equal to the full rebuilding cost thereof for the time being together with an adequate sum in respect of Architect's and Surveyor's fees and other incidental expenses and to make all payments necessary for the above purpose and to produce to the Lessor and the Lessee on demand the Policy of such insurance or extract thereof and evidence for each such payment and to permit the Lessee to notify the insurer of the interest of the Lessee and any mortgagees in the Policy of such insurance
(b) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the structures and erections and to make up out of the Company's own monies any deficiency in the monies required to complete such rebuilding and re instatement
4. To effect insurance against the liability of the Company to third parties and against such other risks and in such amount as the Company shall think fit (but not against the liability of individual tenants and owners or occupiers of the dwellings and other premises in the buildings from time to time' on the Estate) insofar as it relates to or arises from the Estate Facilities
5. To light clean and maintain as necessary the Estate Facilities and to cultivate and maintain in good order and condition the gardens and landscaped areas comprised in the Estate Facilities
6. To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are or shall be assessed charged or imposed or payable on or in respect of the Estate Facilities or part thereof and in the event of the Estate Facilities or any part thereof (except as aforesaid) being assessed or charged together with any other property to pay a due proportion thereof to be conclusively determined by the Company's Agents
7. To take reasonable steps to enforce payment by tenants and owners of the dwellings in the Estate of the proportions of Annual Maintenance Provision for which they are liable under their respective transfers and leases
8. To indemnify the Lessor against any sum expended in remedying any failure in the observance of the Company's covenants and against any loss incurred through any such failure
9. To indemnify the Lessor against any sum expended in payment of any rates

(including water charges) taxes charges or other outgoings whatever payable in respect of the Estate Facilities or any part thereof

PART III

PARAGRAPH A

Annual Maintenance Provision

The Annual Maintenance Provision in respect of the Estate Facilities shall consist of a sum comprising:-

- (i) the expenditure incurred in the Company's year for the purposes mentioned in Paragraph B of this Part of this Schedule together with
- (ii) a reasonable amount as a reserve for or towards those of the matters mentioned in Paragraph B of this Part of this Schedule as are likely to give rise to expenditure after such Company's year being matters which are likely to arise either only once or at intervals of more than one year together with
- (iii) a sum equal to the proportion (or part thereof) of Annual Maintenance Provision payable in respect of any dwelling in the Estate in respect of any preceding Company's year which shall not have been paid by the date of commencement of the current Company's year Provided Always that no such sum shall be included unless the Company has taken all reasonable steps to recover such sum from the person liable to pay the same but
- (iv) reduced by any unexpended reserve already made pursuant to sub-paragraph (ii) hereof in respect of any such expenditure as is mentioned in sub-paragraph (i) hereof and further
- (v) reduced by any sum which was included in the computation for any previous Company's year pursuant to sub-paragraph (iii) hereof and has since been recovered by the Company from the person liable to pay the same

PARAGRAPH B

Annual Maintenance Provision - Expenditure

1. The sums spent by the Company in and incidental to the observance and performance of the covenants on the part of the Company contained in Part II of this Schedule
2. All fees charges expenses salaries wages and commissions paid to any Agent Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee whom the Company may employ in connection with the carrying out of its obligations under this Lease and the leases and transfers (respectively) of the other flats maisonettes and houses on the Estate including the costs of and incidental to the preparation of the estimates and statements referred to in paragraph (3) of Part IV of this Schedule hereto
3. The costs of effecting and maintaining in force the insurance Policy referred to in Part II of this Schedule and of any further insurance

Policy which the Company may effect in respect of the Estate Facilities (including insurance against public and third party liability)

4. The costs and expenses (including payment of legal costs) incurred by the Company:-
 - (a) in the enforcement of the covenants conditions and regulations contained in the leases and transfers relating to the flats maisonettes and houses in the Estate insofar as they relate to the Estate Facilities
 - (b) in making such applications and representations and taking such action as the Company shall reasonably think necessary in respect of any notice order or proposal for notice or order served under any statute order or regulation on the Lessor or on any tenant or purchaser of any other flat maisonette or house or on the Company in respect of the Estate Facilities or all or any of the dwellings therein
5. Any tax paid or payable by the Company in respect of or attributable to the Estate Facilities the matters referred to in Part II and Part III of this Schedule and any sums payable hereunder
6. Any interest or other charges incurred by the Company in borrowing money (including the cost or procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in Part III of this Schedule
7. The costs incurred by the Company in bringing or defending any actions or other proceedings against or by any person or authority whatsoever
8. The costs of administration of the Company relating to the Estate Facilities including the costs of preparing and auditing accounts the expenses of the Directors and the Secretary the printing and sending out of notices circulars reports or accounts the holding of meetings and all fees payable to the Government or any other body
9. The provision of any other service which the Company may from time to time deem desirable for the benefit or. amenity of the Estate

PART IV

The Estate Proportion

- (1) The expression "the Company's year" shall mean the period from the First day of April of every year to the Thirty-first day of March of the following year or such other annual period as the Company may in its discretion from time to time determine as being that in which the accounts of the Company relating to the Estate Facilities shall be made up
- (2) On each of the modern quarter days (being the First days of January April July and October) during the said term the Lessee shall pay to the Company such reasonable sum ("the advance payment") in advance and on account of the Estate Proportion for the Company's year then current as the Company shall from time to time specify

- (3) As soon as practicable after the end of each Company's year the Company shall supply to the Lessee a statement containing a reasonable summary of the Annual Maintenance Provision defined in Part III of this Schedule relating to that year together with an account for the Estate Proportion for that year (due credit being given for the advance payment made by the Lessee) and upon the supply of the said account there shall be paid by the Lessee to the Company a sum equal to the Estate Proportion of the amount specified or there shall be allowed by the Company to the Lessee any amount which may have been overpaid by the Lessee by way of advance payments as the case may require PROVIDED ALWAYS the provisions of this sub-clause shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination as aforesaid the Estate Proportion for that Company's year being apportioned for the said period on a daily basis
- (4) If in the reasonable opinion of the Company it shall at any time become necessary or equitable to do so it may increase or decrease the Estate Proportion so that the amount payable by the Lessee shall be proportionate to the number of dwellings benefiting from the services mentioned in this Schedule The Estate Proportion increased or decreased as aforesaid shall be endorsed on this Lease and shall thereafter be substituted for the Estate Proportion set out in the Definitions of this Lease or as subsequently varied in accordance with the foregoing provisions

SAMPLE ONLY