

DATED _____ 2009

(1) ST BENEDICTS (TOOTING) MANAGEMENT
COMPANY LIMITED

AND

(2) *

LEASE
of

, Tooting, London SW17 9NX

SAMPLE ONLY

Sills & Betteridge
solicitors

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Street
Lincoln
LN2 1ED

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PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

TGL291861

LR2.2 Other title numbers

SGL* TGL307795

LR3. Parties to this lease

Landlord St Benedicts (Tooting) Management Company Limited

Company No. 01912369

Gun Court
70 Wapping Lane
London E1W 2FT

Tenant

St Benedicts Close
Tooting
London SW17 9NX

LR4. Property The property comprised within title number SGL* shown more particularly on the plan annexed hereto

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.

LR5. Prescribed statements etc.

None

LR6. Term for which the Property is leased

999 years from 1 January 2009

LR7. Premium

£1

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc.

None

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

LR11.1 Easements granted by this lease for the benefit of the Property

See clauses 1.9 to 1.12

LR11.2 Easements granted or reserved by this lease over the property for the benefit of other property

See clauses 1.13 to 1.16

LR12. Estate rent charge burdening the Property

None

LR13.

Application for standard form of restriction

Restriction in Form L

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of St Benedicts (Tooting) Management Company Limited (company number 01912369) of Gun Court 70 Wapping Lane London E1W 2FT by its secretary or conveyancer or a director that the provisions of clause 2.9.3 of the Registered Lease have been complied with

LR14.

Declaration of trust where there is more than one person comprising the Tenant

None

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THIS LEASE is made BETWEEN (1) the Landlord and (2) the Tenant. In this Lease (unless the context otherwise requires) the definitions set out in the Prescribed Clauses shall have the meaning ascribed to them respectively and:-

- (i) **"The Landlord"** includes the person for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created and **"the Tenant"** includes the person or persons in whom the said term is from time to time vested and others deriving title under the Tenant 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 Landlord is or was registered at the Land Registry under title numbers TGL291861 and TGL307795 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 Property)
- (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 Property 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 Building"** means the building consisting solely of * physically linked flats and including the Property and the Common Areas within the Building
- (vii) **"The Specified Proportion"** means one *
- (viii) **"The Estate Proportion"** means a sum equal to 0.% of the Annual Maintenance Provision
- (ix) The Common Areas also include all the garden areas which belong to the Property 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

1. In consideration of the Premium (receipt whereof is hereby acknowledged) and of the rents and covenants and provisions herein contained the Landlord as Beneficial Owner with limited title guarantee hereby demises unto the Tenant the Property including:
 - 1.1. the structural and other parts of the Building separating such premises from the Other Units up to the median line thereof
 - 1.2. (as to ground floor premises) the subsoil and foundations under the Property and the roof over that part of the entrance porch included in the Property (but excluding the staircase leading to upper floors and the private letter boxes allocated to the Other Units)
 - 1.3. (as to premises on any other level) (save where some other unit is above the same) the roof and supporting structure situate above the Property
 - 1.4. 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
 - 1.5. the external walls doors windows fittings and other parts surrounding the Property
 - 1.6. the private store (if any) allocated to the Property 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)
 - 1.7. the letter box allocated to the Property and situate in the entrance porch of the Building; and

1.8. 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 Property and the Other Units shall together comprise the entirety of the Building

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

1.9. to use the Common Areas for the purposes for which the same are respectively intended and in accordance with the provisions of this Lease

1.10. to use the drains and sewers and (so far as the Landlord 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

1.11. to enter on the Common Areas and the Other Units as may be necessary for the purpose only of complying with the Tenant's obligations in clause 3 after reasonable notice; and

1.12. of support and protection from the Other Units for the benefit of the Property 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 clauses 1.10 and 1.11 shall be exercised causing as little damage and disturbance as possible and forthwith making good all damage

EXCEPT AND RESERVING the following rights:-

1.13. 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 Property and (except as expressly granted) any rights of light air or otherwise over any other part of the Estate which would in any way restrict or hinder the Landlord from using the same as it thinks fit

1.14. for the Landlord 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 clauses 1.9 to 1.12 above as appropriate and all rights of entry for the performance of the Landlord'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 Property which serves other premises exclusively and to enter upon such part of the Property 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

1.15. for the Landlord or any person or persons authorised by it to install connect to and/or use sewers drains and services and other conducting media and apparatus (including meters) in on or under the Property including aerials wires and cables to the exterior or in the roof space of the Property and water tanks and pipes in the roof space with power to enter on the Property 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 Property) 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; and

1.16. 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 Property or the Estate and the right of the Landlord 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 Tenant from the First day of January two thousand and nine for a term of nine hundred and ninety nine years YIELDING AND PAYING

therefore unto the Landlord during the said term the yearly rent of one peppercorn (if demanded) on the First day of January in each year

2. THE Tenant hereby covenants with the Landlord:-

- 2.1. to pay the yearly rent hereby reserved (if demanded)
- 2.2. 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 Property or upon lessor or lessee owner or occupier in respect thereof (whether exclusively or in conjunction with any other premises or person) to the extent of the liability relating to the Property and in the event of any of the foregoing being payable in respect of the Property and any other premises the Tenant shall pay such proportions thereof as the Landlord or its surveyor may determine save that the Landlord shall not be entitled to indemnity insofar as such matters arise from failure by the Landlord to comply with its obligations hereunder
- 2.3. to pay the Landlord 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
- 2.4. at the expiration or sooner determination of the said term quietly to yield up unto the Landlord the Property in such state of repair and condition as is required by the Tenant's covenants hereunder
- 2.5. to permit the Landlord and others authorised by it at all reasonable times (upon reasonable notice save in an emergency) during the said term to enter the Property for the purposes of ascertaining whether the Tenant's covenants are being complied with and to view the state of repair of the Property and of any defects wants of repair or maintenance or other items of non-compliance with the terms hereof to give notice to the Tenant
- 2.6. to repair and make good all defects wants of repair or maintenance or other items as aforesaid notified in writing by the Landlord to the Tenant and if the Tenant shall not within two calendar months after such notice execute such works and remedy such non-compliance then the Landlord may (but without prejudice to any other right or remedy) enter the Property with all necessary workmen and execute such works at the

Tenant's expense and the costs and expenses thereof shall be forthwith recoverable as rent in arrear and to permit the Landlord 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 Property to exercise the rights hereby reserved

2.7. to indemnify and keep indemnified the Landlord from and against all actions claims costs proceedings and demands whatsoever arising out of the Property or the user thereof but the Landlord shall not be entitled to such indemnity so far as such matters arise out of any failure by the Landlord to comply with its obligations herein

2.8. 2.8.1. not to assign underlet or part with the possession of part only of the Property

2.8.2. not to sublet the whole or any part of the Property save that an underletting of the whole of the Property (with the prior consent of the Landlord) is permitted in the case of a term certain not exceeding three years let at a rack rent

2.8.3. not to assign the whole of the Property without requiring the assignee to apply in writing (contemporaneously with the assignment) to become a member of the Landlord

2.8.4. whenever title to this Lease devolves on a successor in title of the Tenant such successor shall apply in writing to the Landlord within seven days of such devolution to become a member of the Landlord

2.8.5. not during the last seven years of the said term to assign underlet or part with the possession of the Property without first obtaining the consent in writing of the Landlord such consent not to be unreasonably withheld; and

2.8.6. not to charge mortgage or create any other derivative interest in the Property which would or might have the effect of enabling the chargee mortgagee or other person to assign or otherwise deal with the Property otherwise than in compliance in all respect with this clause 2.8

2.9. 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:-

2.9.1. to give notice thereof in writing to the Landlord 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 Property subject in any event to a minimum fee of fifteen pounds (£15) 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 Property

2.9.2. in the case of a document to produce a certified copy of it to the Landlord for registration with the notice; and

2.9.3. (except in the case of a mortgage charge or discharge) to deliver to the Landlord 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 Landlord by way of security irrevocably appoints the Landlord or any officer thereof attorney in the name of the Tenant to execute a deed in the form referred to in the First Schedule for and on behalf of the Tenant to remedy any breach of the provisions of this clause 2.9.3

2.10. to keep in good decorative condition the interior of the flat contained in the Property and the outside of the flat entrance door

2.11. forthwith after service upon the Tenant of any notice affecting the Property served by any person body or authority (other than the Landlord) the Tenant shall deliver a true copy thereof to the Landlord and if so required by the Landlord will join with the Landlord in making such representation to any such person body or authority concerning any proposals affecting the Property as the Landlord may consider desirable and to join with the Landlord in any such appeal against any order or direction affecting the Property as the Landlord may consider desirable; and

2.12. to observe and perform the covenants contained or referred to in the Registers of the Landlord's Title Number so far as the same are still subsisting and remain to be observed and performed and to indemnify the Landlord against any breach non-observance or non-performance thereof or otherwise in respect of the Property

3. THE Tenant hereby covenants with the Landlord and (as separate covenants) and the lessees of the Other Units:-

3.1. to repair and keep in good and tenantable repair and condition the Property 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

3.2. 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 case included in the Property (except so far as the Landlord is responsible for such matters under clause 5 below) and to keep clean the internal and external surfaces of the windows in the Property

3.3. not to erect any external wireless or television aerial

3.4. to pay the proportion for which the Tenant is responsible of the costs referred to in clause 9.1 except so far as any such costs are payable under clause 6

3.5. not to erect any clothes lines or hang out any washing upon any part of the Property or the Common Areas other than the drying area (if any)

3.6. 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 Property whether by the lessor lessee owner or occupier thereof except so far as the same are the obligation of the Landlord hereunder

- 3.7. 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 Property or the access of light to the Other Units
- 3.8. 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 Tenant 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
- 3.9. not at any time do or suffer anything on the Property or the remainder of the Estate which may be or grow to be a nuisance detriment or annoyance to the Landlord 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
- 3.10. no building or addition to any building shall be erected on the Property and no alteration or addition shall be made to the Property (whether internally or externally) except with the previous written consent of the Landlord 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 Property except so far as necessary for the purpose of complying with the Tenant'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
- 3.11. no caravans or boats of any kind shall be parked or stored upon the Property or any part or parts thereof
- 3.12. not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Property or any Other Units or which may cause an increased premium to be payable in respect thereof
- 3.13. no piano record player tape player radio loudspeaker 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 Property 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 Property between the hours of 11 p.m. and 9 a.m.

3.14. no name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Property (except that one notice advertising the Property for sale or for any sub-letting permitted hereunder is allowed) or so as to be visible from outside the Property and no clothes or other articles shall be hung or exposed outside the Property except in areas specifically reserved for the purpose; and

3.15. 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 Property

4. THE Landlord hereby covenants with the Tenant that:-

4.1. the Tenant may peaceably and quietly possess and enjoy the Property during the said term without any lawful interruption from or by the Landlord or any person rightfully claiming through or under the Landlord; and

4.2. (if so required by the Tenant) it will enforce the covenants on the part of the Tenant of any other flat comprised in the Building on the Tenant first making payment to the Landlord on account of and indemnifying the Landlord against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Landlord may reasonably require and complying with such conditions as the Landlord may reasonably require including the obtaining at the Tenant's expense of opinion of Counsel nominated by the Landlord

5. THE Landlord further covenants with the Tenant:-

5.1.1. 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; and

5.1.2. 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)

- 5.2. 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
- 5.3. to maintain and keep reasonably tidy and (where appropriate) cultivate all garden areas (including the matters mentioned in recital ix) within the Common Areas
- 5.4. to keep in a reasonable state of repair condition and cleanliness and when necessary rebuild and renew the refuse bin store and 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
- 5.5. to maintain in working order and when necessary renew
 - 5.5.1. any lights provided for the illumination of the Common Areas within the Building; and
 - 5.5.2. any communal water tank and system and aerial and/or entry phone system and the drains and sewers serving the Property and the Other Units
- 5.6. 5.6.1. to keep the Building insured with a good and reputable insurance office against all risks from time to time included in such insurer's householder's comprehensive policy including subsidence landslip and heave so far as available and such other risks as the Landlord shall in its absolute discretion deem necessary and/or as the Landlord may reasonably require (including insurance against Landlord's liability to lessees and others) 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 Tenant on demand the policy of such insurance or extract thereof and evidence for each such payment and to permit the Tenant to notify the insurer of the interest of the Tenant and any mortgages in the policy of such insurance

- 5.6.2. 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 Landlord's own monies any deficiency in the monies required to complete such rebuilding and reinstatement
- 5.7. 5.7.1. in respect of the matters which are the Landlord'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 the lessee owner or occupier
- 5.7.2. 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 Landlord is responsible under this Lease; and
- 5.8. to give the certificate referred to in clause 11 upon receipt of a deed as required by clause 2.9.3

- 6.** 6.1. THE Landlord and the Tenant each covenant with the other that:-
- 6.1.1. the Landlord 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 6.2 below and shall add thereto or deduct therefrom (as may be appropriate) any difference between:-
- 6.1.1.1. the amount notified in accordance with sub-clause 6.1.3 below; and
- 6.1.1.2. the amount of the estimate prepared in respect of the previous year
- and shall serve on the Tenant notice of the total amount so calculated
- 6.1.2. the Tenant shall within 14 days of receiving the notice referred to in sub-clause 6.1.1 above pay to the Landlord 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)
- 6.1.3. the Landlord shall keep an account of the sums spent by it in each year on the matters specified in clause 6.2 below and shall as soon

as practicable after the end of such year notify the Tenant of the total amount of the sums so spent

- 6.2. 6.2.1. the sums spent by the Landlord in and incidental to the observance and performance of the covenants on the part of the Landlord contained in clause 5 and 6.1.1 above
- 6.2.2. 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 Landlord 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 6.1 above
- 6.2.3. the costs of effecting and maintaining in force the insurance policy referred to in clause 5 and of any further insurance policy which the Landlord may effect in respect of or including the Property and the Other Units (including insurance against public and third party liability)
- 6.2.4. all sums paid by the Landlord 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 Tenant and the lessees of the Other Units are responsible therefor whether or not the Landlord is liable to incur the same under its covenants herein contained
- 6.2.5. any tax paid or payable by the Landlord in respect of or attributable to the Property and the Other Units the matters referred to in clause 5 and this clause 6 and any sums payable hereunder
- 6.2.6. any interest or other charges incurred by the Landlord 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

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6.2.7. the costs incurred by the Landlord in bringing or defending any actions or other proceedings against or by any person or authority whomsoever

6.2.8. the costs of administering the Landlord including the costs of preparing and auditing accounts the expenses of the directors and the secretary the printing and sending out of the notices circulars reports or accounts the holding of meetings and all fees payable to the Government or any other body

6.2.9. the provision of any other service which the Landlord may from time to time deem desirable for the benefit or amenity of the Building; and

6.2.10. such sums as the Landlord shall determine as desirable to be set aside in any year towards a reserve fund to make provisions for expected future capital expenditure including (without prejudice to the generality of the foregoing) the external decoration of the Building

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

8. THE Tenant hereby covenants with the Landlord and the lessees of the Other Units (as defined in Part I of the Second Schedule hereto) to pay to the Landlord 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):-

9.1. 9.1.1. 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 Property jointly with other properties shall be paid in equal proportions by the lessees for the time being of the properties served thereby

9.1.2. any external retaining walls between the Property 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; and

9.1.3. the Landlord shall be entitled to carry out any obligations of the Tenant and lessees of other flats as to matters in 9.1.1 and 9.1.2 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

9.2. the Landlord 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 Landlord of any tree or trees which the Landlord is required to plant leave or allow to grow

9.3. in the event of any rent or other sums herein payable not being paid within 14 days of their becoming due the Tenant shall pay interest at the rate of four per centum (4%) above HSBC Bank PLC Base Rate from time to time on the same from the date the same become payable to the date of payment; and

9.4. the Landlord 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

10. IF the Tenant 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 Tenant to be performed or observed then and in any such case (and without prejudice to any other right or remedy of the Landlord) it shall be lawful for the Landlord in that behalf to re-enter into and upon the Property 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 Property in respect of any antecedent breach of any of the covenants on the part of the Tenant herein contained

11. THE Landlord and the Tenant hereby apply to the Registrar for the entry on the Register of the following restriction of the Title to the Property

“ No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of St Benedicts (Tooting) Management Company Limited (company number 01912369) by its secretary or conveyancer or a director that the provisions of clause 2.9.3 of the Registered Lease have been complied with”

12. NOTWITHSTANDING anything contained in this Lease any variation of the ground rent or any other sums payable by the Tenant (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 Property 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

**THE FIRST SCHEDULE above referred to
Form of the Deed of Covenant**

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THIS DEED is dated the _____ day of _____ 20__

1. The Property
2. Date of the Lease
3. Tenant under the Lease
4. Date and nature of the - Transfer/Assignment/Assent instrument of transfer and the Dated _____ 20__ parties thereto

- 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 Landlord defined in the Lease and as a separate covenant with 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 Tenant undertaken to the Landlord 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 Landlord.

SIGNED as a Deed and Delivered

by the Transferee

in the presence of:

END OF FORM OF DEED OF COVENANT

THE SECOND SCHEDULE above referred to
PART 1
Definitions

SAMPLE ONLY

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 Landlord 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.
 - 3.1. 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 Landlord shall in its absolute discretion deem necessary 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 Tenant on demand the policy of such insurance or extract thereof and evidence for each such payment and to permit the Tenant to notify the insurer of the interest of the Tenant and any mortgagees in the policy of such insurance
 - 3.2. 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 Landlord's own monies any deficiency in the monies required to complete such rebuilding and reinstatement
4. To effect insurance against the liability of the Landlord to third parties and against such other risks and in such amount as the Landlord 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 Landlord's agents
7. To take reasonable steps to enforce payment by lessees 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

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 Landlord'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 Landlord'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 the Annual Maintenance Provision payable in respect of any dwelling in the Estate in respect of any preceding Landlord's year which shall not have been paid by the date of commencement of the current Landlord's year provided always that no such sum shall be included unless the Landlord 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

Landlord's year pursuant to sub-paragraph (iii) hereof and has since been recovered by the Landlord from the person liable to pay the same

PARAGRAPH B

Annual Maintenance Provision – Expenditure

1. The sums spent by the Landlord in and incidental to the observance and performance of the covenants on the part of the Landlord contained in Part II of this Schedule
2. All fees charges expenses salaries wages and commission paid to any agent auditor accountant surveyor valuer architect solicitor or any other agent contractor or employee whom the Landlord 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 Landlord 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 Landlord:-
 - 4.1. 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; and
 - 4.2. in making such applications and representations and taking such action as the Landlord shall reasonably think necessary in respect of any notice order or proposal for notice or order served under any statute order or regulation on any tenant or purchaser of any other flat maisonette or house or on the Landlord in respect of the Estate Facilities or all or any of the dwellings therein

5. Any tax paid or payable by the Landlord 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 Landlord 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 Part III of this Schedule
7. The costs incurred by the Landlord in bringing or defending any actions or other proceedings against or by any person or authority whatsoever
8. The costs of administration of the Landlord 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 Landlord may from time to time deem desirable for the benefit or amenity of the Estate

SAMPLE ONLY

PART IV

The Estate Proportion

1. The expression "**the Landlord'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 Landlord may in its discretion from time to time determine as being that in which the accounts of the Landlord 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 Tenant shall pay to the Landlord such reasonable sum ("**the advance payment**") in advance and on account of the Estate Proportion for the Landlord's year then current as the Landlord shall from time to time specify
3. As soon as practicable after the end of each Landlord's year the Landlord shall supply to the Tenant 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 Tenant) and upon the supply of the said account there shall be paid by the Tenant to the Landlord a sum equal to the Estate Proportion of the amount specified or there shall be allowed by the Landlord to the Tenant any amount which may have been overpaid by the Tenant 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 Landlord's year being apportioned for the said period on a daily basis

4. If in the reasonable opinion of the Landlord 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 Tenant 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

SAMPLE ONLY

Signed as a DEED and DELIVERED
by **ST BENEDICTS (TOOTING)**
MANAGEMENT COMPANY LIMITED
acting by director

Signature.....
Director

In the presence of:-

Witness signature.....

Witness name.....

Witness address.....
.....

Witness occupation.....