


Dated

28 April

2006

BETWEEN:-

- (1) **BERKELEY HOMES (SOUTHERN) LIMITED**
- (2) **THE RESIDENCE (NO.2) MANAGEMENT COMPANY LIMITED**
- (3) 

LEASE

OF: PLOT 

THE RESIDENCE PRESTON PARK AVENUE BRIGHTON

RIX & KAY

SOLICITORS

The Courtyard
River Way
Uckfield
East Sussex
TN22 1SL

Ref: HS/B1649/608

THE LAND REGISTRY
Land Registration Acts 1925 to 2002
LEASE OF PART

COUNTY AND ADMINISTRATIVE AREA BRIGHTON AND HOVE
TITLE NUMBERS ESX9975 and ESX8898
PROPERTY THE RESIDENCE PRESTON PARK
AVENUE BRIGHTON EAST SUSSEX

THIS LEASE is made 2006
BETWEEN the Parties

1. **PARTICULARS**

1.1 The Parties:

The Landlord

: BERKELEY HOMES (SOUTHERN) LIMITED
(Co. No. 1454061) Registered Office: Berkeley
House 19 Portsmouth Road Cobham Surrey
KT11 1JG

The Management Company :

THE RESIDENCE (NO.2) MANAGEMENT
COMPANY LIMITED (Co.No.5451033) whose
registered office is at The Courtyard River Way
Uckfield East Sussex TN22 1SL

The Tenant

:

[REDACTED]

1.2 The Estate

:

The Residence Preston Park Avenue Brighton
shown edged with a bold black line on Plan 1 and
comprising title numbers ESX9975 and ESX8898

1.3 Number of flats on the Estate :

50

1.4 The Purchase Price :

[REDACTED]

1.5 The Flat :

Plot number [REDACTED] as described
in Part I of the First Schedule

- 1.6 The Parking Space : The parking space numbered 30 and shown edged green on Plan 1
- 1.6 The Term : 999 years commencing on 1 January 2005
- 1.7 Rent Commencement Date : The date hereof
- 1.8 Rent Days : 31 December in every year
- 1.9 The Service Charge : the contributions equal to the Tenant's Proportion of the Group 1 Expenditure and the Group 2 Expenditure being the expenditure described in clause 7.1 and in the Second Schedule examples of which are set out in the Fifth Schedule
- 1.10 The Tenant's Proportion : Group 1 Expenditure: 2.1497%
Group 2 Expenditure: 2.9793%
Group 3 Expenditure: 2.8572%
being the expenditure described in the Second Schedule
- 1.11 Interest Rate : 5% above the base rate of Barclays Bank PLC from time to time or 10% whichever is the greater
- 1.12 Rent : £300 rising by £300 on 1 January 2030 and a further £300 on 1 January 2055 and a further £300 on 1 January 2080 and a further £300 on 1 January 2105
- 1.13 Beneficial ownership of the Tenant: []

2. DEFINITIONS

The terms defined in this clause and in the Particulars have in this Lease unless the context otherwise requires the meanings specified:

- 2.1 "**Building Area 1**" means the area identified as such on Plan 1 and containing plots to 30 as shown on Plan 2
- 2.2 "**Building Area 2**" means the area identified as such on Plan 1 and containing plots 31 to 50 as shown on Plan 2
- 2.3 "**the Buildings**" means the buildings (including the structure roof and foundations) comprising two self contained apartment blocks (Building Area 1 and Building Area 2) and the Underground Car Parking Area

- 2.4 **"the Car Park Management Plan"** means the car parking plan approved by the Director of Environment for Brighton & Home City Council and referred to at Schedule 6 of the Section 106 Agreement
- 2.5 **"the Communal Landscape Areas"** means the gardens and grounds on the Estate laid out or intended for communal use or enjoyment shown tinted green on Plan 1
- 2.6 **"the Flat"** includes and excludes the features described in Part I of the First Schedule
- 2.7 **"the General Accessways and Footpaths"** means the entrance ramps and footpaths shown tinted blue (non-hatched) on Plan 1
- 2.8 **"Group 1 Expenditure"** under clause 1.10 of the Particulars shall mean that proportion of the expenses incurred in each Service Charge Year which are authorised by the Second Schedule hereto (including the provisions for future expenditure therein mentioned) and the definition of Group 1 Expenditure includes but is not limited to the items of expenditure referred to in Part I of the Fifth Schedule hereto.
- 2.9 **"Group 2 Expenditure"** under clause 1.11 of the Particulars shall mean that proportion of the expenses incurred in each Service Charge Year which are authorised by the Second Schedule hereto (including the provisions for future expenditure therein mentioned) and the definition of Group 2 Expenditure includes but is not limited to the items of expenditure referred to in Part II of the Fifth Schedule hereto.
- 2.10 **"Group 3 Expenditure"** under clause 1.11 of the Particulars shall mean that proportion of the expenses incurred in each Service Charge Year which are authorised by the Second Schedule hereto (including the provisions for future expenditure therein mentioned) and the definition of Group 3 Expenditure includes but is not limited to the items of expenditure referred to in Part III of the Fifth Schedule hereto.
- 2.11 **"the Interim Service Charge"** means such sum to be paid on account of the Tenant's Proportion in respect of each Maintenance Year as the Management Company or its managing agents or accountants from time to time or in default the Landlord at any time shall specify at its or their discretion to be a fair and reasonable sum (such to be final and binding on the Tenant)
- 2.12 **"Lift 1"** means the lift as marked L1 on Plan 2 affording access to the floors of Building Area 1
- 2.13 **"Plan 1"** means the plan annexed to this Lease and marked Plan 1
- 2.14 **"Plan 2"** means the plan annexed to this Lease and marked Plan 2
- 2.15 **"the Perpetuity Period"** 80 years from 1 January 2005

- 2.16 **"Refuse Store 1"** means the area shown tinted brown and marked B1 on Plan 1
- 2.17 **"the Rent"** means the ground rent described in the clause 1.12
- 2.18 **"the Retained Parts"** means those parts of the Estate including the Buildings the General Accessways and Footpaths the Communal Landscape Areas the Underground Car Parking Area and the Service Installations apparatus plant machinery lift and equipment and roads (if any) serving the Retained Parts not included nor intended to be included in this demise or a demise of any other part of the Estate by a lease in a form similar to this Lease
- 2.19 **"the Service Installations"** means pipes drains ducts conduits watercourses wires cables channels flues air vents and other conducting media including and with fixings louvres cowls and other covers
- 2.20 **"Tenant's Proportion"** means the percentage referred to as such in the Particulars provided that if it shall at any time become necessary or equitable to do so the Landlord and/or the Management Company shall re-calculate on an equitable basis the share appropriate to all properties in the Buildings and will notify the Tenant accordingly and in such case as from the date specified in the notice the new proportion notified to the Tenant in respect of the Flat shall be substituted for that set out above
- 2.21 **"the Underground Car Parking Area"** means the area used for underground parking as shown on Plan 2
- 2.22 **"the Section 106 Agreement"** means the planning agreement under Section 106 of the Town and Country Planning Act 1990 dated 25 August 2004 and made between (1) Brighton & Hove City Council and (2) Berkeley Homes (Southern) Limited

3. INTERPRETATION

Where in this Lease the context so admits:

- 3.1.1.1 words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 3.1.1.2 the expressions "the Landlord" and "the Tenant" include their respective successors in title and the expression "the Landlord" includes the reversioner for the time being immediately expectant upon the Term and any superior landlord and the expression "the Management Company" includes any other company to which the rights and duties of the Management Company are assigned or transferred or which is under the control of the tenants of a majority of the flats in the Buildings and which is responsible for the time being for the administration of the Estate

- 3.1.1.3 where for the time being there are two or more persons within the meaning of the expressions "the Landlord" or "the Tenant" obligations expressed or implied and made or to be made by or with that party are made by or with those persons jointly and severally
- 3.1.2 where the expression "the Tenant" (in this clause meaning the original tenants who are party to this Lease) includes two or more persons they hold the Flat for themselves as described in the Particulars and
- 3.1.3 until the expiration of 21 years from the death of the original tenants the trustees for the time being of this deed have power to sell mortgage charge lease or otherwise dispose of all or any part of the Flat with all the powers in that behalf of an absolute owner

4. RECITALS

- 4.1 The Landlord is registered at the Land Registry as proprietor with an Absolute Title of the Estate
- 4.2 The Landlord wishes to dispose of the flats in Building Area 1 by means of a form of lease in substantially the form of this Lease or as near as circumstances admit and require to the intent that the tenant for the time being of any flat forming part of Building Area 1 may be able to enforce (so far as possible) the performance and observance of covenants and provisions contained in the lease of any other flat so far as they affect the tenant or the flat to which the tenant is entitled
- 4.3 The Landlord has or intends to grant a lease of Building Area 2 to the Southern Housing Group
- 4.4 The Landlord has agreed with the Tenant for the grant to the Tenant of a Lease of the Flat for the consideration and at the Rent and on the terms and conditions which follow
- 4.5 The Management Company has agreed to join in this Lease with responsibility for the services repair maintenance insurance and management of the Estate

WITNESSES:

- 5.1 IN consideration of the Purchase Price now paid by the Tenant to the Landlord (the receipt of which the Landlord acknowledges) and of the Rent and the covenants on the part of the Tenant the Landlord DEMISES unto the Tenant the Flat and other premises (if any) described in Part I of the First Schedule TOGETHER WITH the rights set out in Part II of the First Schedule which rights are subject to and conditional upon the Tenant paying the Service Charge as provided in this Lease EXCEPTING AND RESERVING unto the Landlord the rights set out in Part III of the First Schedule TO

HOLD the premises unto the Tenant for the Term YIELDING AND PAYING during the Term the Rent yearly in advance on the Rent Day in each year the first of the payments being a proportion from the Rent Commencement Date to the next Rent Day and to be made on the signing of this Lease

5.2 This Lease is made with full title guarantee

6. THE TENANT COVENANTS with the Landlord:

6.1 to pay the Rent and other money made payable to the Landlord at the times and in manner as provided without any deduction whatsoever

6.2 if so requested in writing by the Landlord to pay the Rent by banker's order or other means of automatic transmission of funds to a bank or other financial institution and account nominated by the Landlord from time to time

7. THE TENANT with the intent to bind the Flat and any person who may be for the time being the owner of an estate or interest in or the occupier of the Flat or any part COVENANTS with the Landlord and the Management Company and as a separate covenant with each of the tenants for the time being of the other flats in Building Area 1 (all of whom the Landlord the Management Company and the tenants are in this clause collectively called "the Covenantees") for the benefit of the property respectively vested in the Covenantees and each and every part:

7.1 to pay contributions by way of Service Charge to the Management Company equal to the Tenant's Proportion of the amount which the Management Company may from time to time expend and as may reasonably be required on account of anticipated expenditure on rates services repairs maintenance or insurance being and including expenditure described in the Second Schedule AND to pay the Service Charge and any Interim Service Charge not later than 28 days of being demanded (the contributions being due on demand) AND if so requested in writing by the Management Company or the Landlord to pay the Service Charge by banker's order or other means of automatic transmission of funds to a bank or other financial institution and account nominated by the Management Company or the Landlord as the case may be

7.2 to observe the regulations set out in the Third Schedule and any regulations which the Landlord or Management Company may make from time to time

7.3.1 to pay all rates taxes assessments charges impositions and outgoings which may be at any time during the Term assessed charged or imposed upon or payable in respect of or by the owner or occupier of the Flat and in the event of any rates taxes assessments

- charges impositions and outgoings being assessed charged or imposed in respect of the Estate to pay a proper proportion attributable to the Flat
- 7.3.2 to pay value added tax and any other tax chargeable in respect of payments due from the Tenant or where the Tenant is bound to reimburse or provide indemnity under or in connection with this Lease
- 7.4.1 to keep the Flat and all additions in good and tenantable repair and decorative condition of the Flat including the exterior of external doors to the Flat and forthwith to replace all broken glass and to replace and renew the Landlord's fixtures and fittings which materially reach the end of their useful life the replacement or renewal to be suitable and at least of equal and similar utility
- 7.4.2 to keep clean the interior and exterior of windows of the Flat
- 7.5 to permit the Landlord and the Management Company and persons authorised by them at reasonable times and whenever possible on giving reasonable notice to enter the Flat and examine the state of repair and condition and to repair and make good all defects and wants of repair decoration replacement or renewal for which the Tenant is responsible and of which notice in writing has been given by the Covenantees within two calendar months after the giving of the notice
- 7.6 if the Tenant makes default in the performance of the covenants relating to works of repair decoration reinstatement replacement or renewal to permit the Landlord or the Management Company and persons authorised by the Landlord or the Management Company (but without prejudice to the right of re-entry contained in this Lease) to enter the Flat and carry out the works at the expense of the Tenant in accordance with those covenants and to repay the expense of the works to the Landlord or the Management Company (as the case may be) on demand
- 7.7 to permit the Covenantees and persons authorised by the Covenantees at reasonable times and at other times in the case of emergency and whenever possible on giving reasonable notice to enter the Flat for the purpose of executing works of repair decoration reinstatement replacement renewal alteration addition or improvement to or upon the Estate the work being done with reasonable despatch causing as little disturbance as possible and making good all damage caused
- 7.8 not to cut maim or injure the structural parts roofs or walls of the Flat or make any structural alterations or additions to the Flat

- 7.9 to permit the Landlord and the Management Company and persons authorised by them at reasonable times and whenever possible on giving reasonable notice to view the Flat and those parts of the Estate including the Buildings to which the Tenant has access or which are visible to the Tenant for defects and wants of repair decoration reinstatement replacement or renewal for which the Landlord or the Management Company is responsible and forthwith notify the Landlord and the Management Company of any defects or wants of repair decoration reinstatement replacement or renewal
- 7.10 to yield up to the Landlord the Flat at the expiry or sooner determination of the Term in repair and decorative order and condition in accordance with the Tenant's covenants with all additions and improvements and all fixtures now and during the Term affixed or fastened to or upon the Flat
- 7.11 to use and occupy the Flat as a private dwelling in a single household or family occupation only and not for any other purpose
- 7.12.1 not to assign underlet or part with possession of part of the Flat as distinct from the whole
- 7.12.2 not to assign underlet or part with possession of the Flat as a whole without the Landlord's written consent (the consent not to be unreasonably withheld and not to be refused in the case of an assignee or underlessee who complies with the provisions of the next following sub-clause as to the execution of the appropriate Deed of Covenant in the form set out in the Fourth Schedule)
- 7.13.1 should the Tenant or any underlessee desire to transfer assign or underlet the Flat or this Lease or grant an underlease (except in the case of an underletting for a period not exceeding three years) of the Flat to ensure that the transferee assignee or underlessee enters into and executes the appropriate Deed of Covenant (in duplicate) in the form set out in the Fourth Schedule contemporaneously with the transfer assignment or underlease and with alterations as the deaths of the parties or as other circumstances render necessary and to lodge one part of the Deed of Covenant with each of the Landlord and the Management Company with and to pay reasonable fees to the Landlord and the Management Company and to the solicitors for the Landlord and the Management Company in connection with the drafting approval engrossment and recording of such Deed of Covenant
- 7.13.2 upon a devolution or other transmission of the Flat this Lease or an underlease (except in the case of an underletting for a period not exceeding three years) of the Flat not coming

within paragraph (1) of this sub-clause to use best endeavours to ensure that the person in whom the Flat the Lease or underlease becomes vested as a result of the devolution or transmission enters into and executes the appropriate Deed of Covenant (in duplicate) in the form set out in the Fourth Schedule and with alterations as the deaths of the parties or as other circumstances render necessary and to lodge the Deed of Covenant and the duplicate with and to pay reasonable fees to the Landlord and the Management Company respectively and to the solicitors for the Landlord and the Management Company in connection with the drafting approval engrossment and recording of the Deed of Covenant

7.13.3 within one calendar month of every transfer assignment underlease mortgage or legal charge of the Flat this Lease or an underlease of the Flat and also of every grant of probate or letters of administration Order of Court or other instrument effecting or evidencing a devolution of the title of the Flat this Lease or underlease being executed or operating or taking effect or purporting to operate or take effect to provide the Landlord's and the Management Company's respective solicitors with a certified copy for the purpose of registration and to pay reasonable fees to the Landlord and the Management Company and to the solicitors for the Landlord and the Management Company in respect of each document or instrument so produced

7.13.4.1 upon any transaction or disposition to which the Tenant is a party or over which the Tenant has control involving a transfer or assignment of this Lease to ensure that the transferee or assignee as a result of the transaction or disposition becomes a shareholder of the Management Company and so registered if the Articles of the Management Company so permit

7.13.4.2 upon any devolution or transmission of this Lease to which the Tenant is not a party and over which the Tenant has no control to use best endeavours to ensure that the person in whom this Lease becomes vested as a result of the devolution or transmission becomes a shareholder of the Management Company and so registered if the Articles of the Management Company so permit

7.13.4.3 the Tenant IRREVOCABLY APPOINTS the Landlord the Management Company and any person in whom this Lease may become vested severally to be attorney of the Tenant to take all steps and sign and execute any document or deed necessary to secure the performance of the obligations of the Tenant in this paragraph 7.13.4

- 7.14.1 not to do or permit or suffer to be done anything which may render an increased or extra premium payable for insurance arranged pursuant to the provisions of this Lease or which may make the insurance void or voidable
- 7.14.2 not to insure in respect of risks against which the Management Company or the Landlord has insured under the provisions of this Lease
- 7.14.3 in the event of the Flat or any part being damaged or destroyed by the occurrence of a risk against which the Management Company or the Landlord has or ought to have insured under the provisions of this Lease to give immediate notice to the Management Company and the Landlord
- 7.14.4 in the event of the Buildings or any part being damaged or destroyed by the occurrence of a risk against which the Management Company or the Landlord has insured and the insurance money under the policy of insurance effected by the Management Company or the Landlord being wholly or partly irrecoverable by reason of the act or default of the Tenant then and in every case forthwith to pay to the Management Company or the Landlord the whole or (as the case may require) the irrecoverable proportion of the cost of rebuilding and reinstating the Buildings
- 7.15 to pay all expenses including solicitors' costs and disbursements and surveyors' fees incurred by the Management Company and the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act or of proceedings on account of arrears of Rent for forfeiture of this Lease or for the recovery or attempted recovery of those arrears notwithstanding forfeiture is avoided otherwise than by relief granted by the Court and to pay all expenses including solicitors' costs and disbursements and surveyors' fees incurred by the Management Company and the Landlord of and incidental to the service of notices and schedules relating to defects or wants of repair decoration replacement or renewal arising before the expiration or sooner determination of the Term whether the notice be served during or after the expiration or sooner determination of the Term
- 7.16 not to do or omit to do or permit or suffer to be done or omitted to be done anything in the Flat the doing or omission of which would be a contravention of the provisions of the Town and Country Planning Acts or any re-enactment and to indemnify the Management Company and the Landlord against all actions proceedings costs claims and demands in respect of those acts or omissions

- 7.17 not to affix hoardings advertisements or notices of any description or suffer them to be affixed on the outside of the walls or doors of the Flat or the Buildings except that the name of the Tenant (without any notice of the profession or business of the Tenant) may be painted or affixed outside the entrance door of the Flat in a style and manner approved by the Management Company and the Landlord
- 7.18 forthwith after service upon or receipt by the Tenant of a notice order or direction affecting the Flat by any person body or authority (other than the Landlord or the Management Company) to deliver a true copy to the Landlord and the Management Company and if so required by the Landlord or the Management Company to join with the Landlord or the Management Company or both (as the case may be) in making representations concerning proposals affecting the Flat as the Landlord or the Management Company may consider desirable and to join with the Landlord or the Management Company in appealing against any order or direction affecting the Flat as the Landlord or the Management Company may consider desirable
- 7.19 to comply forthwith at the Tenant's own expense with any nuisance sanitary or any statutory notice lawfully served by any local or public authority upon either the Landlord the Management Company or the Tenant with respect to the Flat and similarly to comply with all requirements of or made under or deriving validity from local or national legislation and regulations which are now in or may come into force whether relating to the Flat or relating to any alteration addition or improvement to the user of the employment or residence of any person in or any fixture machinery plant or chattel in the Flat
- 7.20 not to do or omit to do or permit or suffer to be done or omitted to be done in or about the Flat or any premises used for the purposes of but not comprised in the Flat anything whereby the Landlord or the Management Company may become exposed to liability to pay any penalty damages compensation costs charges or expenses and to keep the Landlord and the Management Company indemnified against liability in that respect
- 7.21 to indemnify and reimburse the Landlord and the Management Company for costs and expenses incurred by or awarded against the Landlord or the Management Company arising out of steps taken by the Landlord or the Management Company at the Tenant's request against the tenant of any other flat in the Buildings (including reasonable reimbursement for the time spent by the Management Company and the Landlord or any agent or servant of the Management Company or the Landlord)

- 7.22 if this Lease and the reversion come into common ownership not to permit a merger of the leasehold and reversionary estates to occur
- 7.23 if Rent properly payable (whether demanded or not) or any other monetary payment under this Lease is not paid within 28 days of becoming due then to pay interest on it at the Interest Rate the interest to accrue from day to day commencing on the date when the payment became due until payment is made
- 7.24 if the Management Company fails to perform any of its obligations and the Landlord by reason of the request of the Tenant or of the tenant of any other flat in the Buildings is required to perform those obligations to make payment in respect of the performance of those obligations in advance and on demand to the Landlord of an amount equal to the Service Charge which would have been paid to the Management Company on account of the performance of those obligations whether or not payment has been previously made to the Management Company
- 7.25 To temporarily vacate and remove therefrom any car other vehicle or other belongings from any car parking space or store occupied by the Tenant when access is required by the Management Company or the Landlord for any lawful purpose including for the purposes of maintenance
- 7.26 To forthwith make good at the Tenant's sole cost any damage caused to any road path entrance hall passage or facility caused by the negligence of the Tenant or any visitor Tenant licensee or guest of the Tenant

MANAGEMENT COMPANY'S COVENANTS:

8. SUBJECT to the Service Charge being paid by the Tenant and to compliance by the Tenant with all covenants and obligations on the Tenant's part to be performed and observed THE MANAGEMENT COMPANY COVENANTS with the Tenant AND FURTHER COVENANTS with the Landlord:

TO PAY OUTGOINGS

- 8.1 to pay and discharge all rates taxes assessments charges impositions and outgoings which may be during the Term assessed charged or imposed upon or payable in respect of the Retained Parts or by the owner or occupier of the Retained Parts

TO REPAIR RETAINED PARTS

- 8.2 to keep in good and substantial repair reinstate replace and renew the Retained Parts PROVIDED THAT the Management Company shall not be liable for a defect or want of repair decoration reinstatement replacement or renewal unless the Management

Company has first had notice thereof and sufficient opportunity to remedy it nor for defects or wants of repair decoration reinstatement replacement or renewal which are the subject of obligation under the Tenant's covenants or under the covenants of the tenants of other flats

TO DECORATE

- 8.3 as often as reasonably necessary to decorate the exterior of the Buildings (excluding the exterior of any window of any flat) and the internal communal parts of Building Area 1 previously decorated in a proper and workmanlike manner and to keep all internal communal parts of Building Area 1 cleaned and lighted to a standard which the Management Company may consider from time to time to be adequate

TO MAINTAIN GROUNDS

- 8.4 to keep in good order and stocked with plants as the Management Company may think fit the grounds of the Retained Parts and keep any boundary walls and fences thereto in good repair
- 8.5 in respect of the Communal Landscape Areas:
- 8.5.1 to maintain the boundary walls and fences
- 8.5.2 to mow and upkeep all grassed areas

TO MAINTAIN SEWERS AND SERVICES

- 8.6 to maintain the Service Installations and all foul and surface water sewers serving the Estate generally

TO INSURE

- 8.7.1 to keep the Estate (including the Landlord's fixtures fittings and furnishings) insured with an insurance office or underwriters and through any agency including the Landlord's as decided from time to time by the Landlord or in default by the Management Company (unless the insurance is rendered void by any act or omission of the Tenant or persons claiming under the Tenant) in the sole names of the Landlord and of the Management Company against loss or damage by fire storm tempest subsidence explosion and other such comprehensive risks (subject to excesses exclusions or limitations as the insurers may require) as the Landlord or the Management Company thinks fit for amounts which the Landlord or failing the Landlord the Management Company thinks expedient and for additional risks and for greater amounts as the Tenant or the tenant of any other flat in Building Area 1 may reasonably require for the full cost of reinstatement (including all professional fees debris removal and site

- clearance and the cost of work which may be necessary by or by virtue of any Act of Parliament) and for three years' loss of rent
- 8.7.2 to produce on 14 days' notice to the Tenant or the Landlord at the offices of the Landlord or the Landlord's solicitor the policy of insurance maintained by the Management Company and the receipt for the last premium payable for it
- 8.7.3 if required by the Tenant to use reasonable endeavours to procure that the interests of the Tenant and of any mortgagee of the Tenant are noted on the policy
- 8.7.4 in the event of the Buildings or any part being damaged or destroyed by the occurrence of a risk against which the Management Company or in default the Landlord has insured forthwith to lay out money received by the Management Company under the policy of insurance (except money received in respect of loss of rent) in reinstating the Buildings PROVIDED THAT the Management Company shall not be under an obligation to reinstate the Buildings in the form which existed before the date of the damage or destruction
- 8.7.5 if for any reason (other than the default of the Management Company) it becomes impossible or impracticable to reinstate the Flat in accordance with paragraph 8.7.4 the Term shall absolutely determine and the money which was to be so applied shall be held in trust for the Landlord and the Tenant and the tenants of the other flats which cannot be so reinstated in proportion to the values of their respective interests in the Buildings at the time of the damage or destruction the values to be agreed or in default of agreement determined by a single arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors
- 8.8 to insure and keep insured the Landlord the Management Company each of the tenants of the flats and the employees of the Landlord and the Management Company to the extent that those employees are concerned with the Estate in a sum with an insurance office or underwriters and through any agency including the Landlord's as decided from time to time by the Landlord or in default by the Management Company against all third party claims for damage to property or injury to any person (whether or not the tenant of a flat in the Buildings) arising out of the Estate or its use or the act or omission on the Estate by the Landlord the Management Company or any tenant and their respective servants licensees and employees and any other person whatsoever subject to excesses exclusions or limitations as the insurers may require

PROVIDED ALWAYS THAT the Landlord and the Management Company shall not be liable to the Tenant for a defect or want of repair decoration reinstatement replacement or renewal either:

- 8.8.1 to the extent that the works required to remedy it are carried out at the expense of the insurers or otherwise out of money arising under a policy or policies of insurance effected pursuant to this Lease or
- 8.8.2 if the cost of remedying the defect or want of repair decoration reinstatement replacement or renewal would have been recoverable under a policy or policies of insurance but for the policy or policies having been vitiated or voided in whole or in part by the act or default of the Tenant or any person in occupation of the Flat or for or over whom the Tenant is responsible or has control

TO ENFORCE COVENANTS AGAINST OTHER TENANTS

- 8.9 at the written request of the Tenant or any mortgagee of the Tenant to enforce by all means available to the Management Company at the entire cost of the Tenant the covenants entered into by the tenants of the other flats in the Buildings PROVIDED THAT:
 - 8.9.1 the Management Company shall not be required to take or continue any action or incur costs and expenses under this sub-clause until security as the Management Company in the Management Company's absolute discretion may from time to time require has been given by the Tenant or the Tenant's mortgagee requesting action
 - 8.9.2 the Management Company may at the Management Company's absolute discretion require the Tenant or the persons requesting action at their expense to obtain for the Management Company from Counsel to be nominated by the Management Company advice in writing as to the merits of the contemplated action in respect of the allegations made and in that event the Management Company shall not be bound to take action unless Counsel advises that the action should be taken and that it is likely to succeed
 - 8.9.3 the Tenant shall join in any action or proceedings arising out of this sub-clause if so required by the Management Company or the Landlord
 - 8.9.4 the Tenant shall indemnify and reimburse the Management Company and the Landlord for costs and expenses incurred by or awarded against the Management Company and the Landlord arising out of this sub-clause (including reasonable reimbursement for the time spent by the Management Company and the Landlord or any agent or servant of the Management Company or the Landlord)

TO REMEDY MANAGEMENT COMPANY BREACHES

- 8.10 on service by the Landlord of a notice in writing on the Management Company specifying a breach of the obligations on the part of the Management Company forthwith to take all necessary steps to remedy the breach to the satisfaction of the Landlord and in the event of the Management Company failing to perform any of its obligations to permit the Landlord as its agent for which authority is by this Lease given to perform those obligations at the cost of the Management Company which shall be a debt due immediately to the Landlord (but without placing any obligation on the Landlord so to do) and to make payment or permit the Landlord to obtain from the tenants of the flats in the Buildings payment in advance and on demand of an amount equal to the Service Charge which has been or would have been paid to the Management Company on account of the performance of those obligations whether or not payment has previously been made to the Management Company

TO COLLECT GROUND RENTS

- 8.11 to collect account for and pay to the Landlord without deduction rents payable by the tenants of the flats in Building Area 1 (in so far as those rents are not received by the Landlord direct) and other payments due to the Landlord free as regards the rents of any charges against the Landlord or the tenants of flats in Building Area 1 whether charged directly or through the Service Charge
- 8.12 to indemnify the Landlord against all actions proceedings costs claims and demands in respect of occupier's liability and property owner's liability and the acts neglects or defaults of the Management Company its members agents servants or contractors

TO MAINTAIN COMMUNAL FACILITIES

- 8.13 to maintain the communal television aerial and system (if any) and any entrance or other security system
- 8.14 to engage and employ such security staff janitors and other personnel as the Management Company may consider appropriate for the benefit of the occupiers for the time being of The Estate

PROVIDED THAT the Management Company shall not be liable to the Tenant to perform or observe any covenant on the Management Company's part in this clause contained where breach is due to circumstances beyond the control of the Management Company

LANDLORD'S COVENANTS:

9. THE LANDLORD COVENANTS with the Management Company and the Tenant (so as to bind the Landlord for the time being but not so as to render the Landlord personally liable after having transferred the Landlord's estate and interest in the Estate and obtained from the person to whom the estate and interest has been transferred a covenant by separate deed with the Management Company and each of the tenants for the time being of the flats in Building Area 1 and for the benefit of the property respectively vested in them and each and every part to perform and observe the covenants on the Landlord's part in this lease contained)
- 9.1 that the Tenant paying the Rent and performing and observing the covenants on the part of the Tenant to be performed and observed may peaceably enjoy the Flat during the Term without any lawful interruption by the Landlord or any person or persons rightfully claiming under or in trust for the Landlord
- 9.2 that every long-term lease of each of the flats in Building Area 1 granted by the Landlord before or after the date of this Lease is and will be in substantially the form of this Lease or as near as circumstances admit and require
- 9.3 that the Landlord will at the written request of the Tenant or any mortgagee of the Tenant enforce by all means available to the Landlord at the entire cost of the Tenant the covenants entered into by the Management Company and the tenants of the other flats in the Buildings PROVIDED THAT:
- 9.3.1 the Landlord shall not be required to take or continue any action or incur costs and expenses under this sub-clause until security as the Landlord in the Landlord's absolute discretion may from time to time require has been given by the Tenant or the Tenant's mortgagee requesting action
- 9.3.2 the Landlord may at the Landlord's absolute discretion require the Tenant or the persons requesting action at their expense to obtain for the Landlord from Counsel to be nominated by the Landlord advice in writing as to the merits of the contemplated action in respect of the allegations made and in that event the Landlord shall not be bound to take action unless Counsel advises that the action should be taken and that it is likely to succeed
- 9.3.3 the Tenant shall join in any action or proceedings arising out of this sub-clause if so required by the Landlord
- 9.3.4 the Tenant shall indemnify and reimburse the Landlord for costs and expenses incurred by or awarded against the Landlord arising out of this sub-clause (including reasonable

reimbursement for the time spent by the Landlord or any agent or servant of the Landlord)

- 9.4 that if the lease of any part of the Buildings and the reversion come into common ownership no merger of the leasehold and reversionary estates shall occur or be permitted to occur
- 9.5 that if the Management Company fails to perform any of its obligations at the request in writing of the Tenant to the Landlord the Landlord will perform those obligations subject to payment being made by the Tenant in advance and on demand to the Landlord of an amount equal to the Service Charge which would have been paid to the Management Company on account of the performance of those obligations whether or not payment has been previously made to the Management Company
- 9.6 that the Management Company and persons authorised by the Management Company may have access to the Estate and any part necessary or proper to enable the Management Company to carry out its obligations contained in this Lease
- 9.7 that for the period when any flat in Building Area 1 is not let on terms similar to those contained in this Lease the Landlord will pay a fair and appropriate contribution in respect of the flat towards the amount which may be expended in accordance with the covenants on the part of the Management Company and the provisions contained in this Lease

EXCLUSION OF LIABILITY

10. SUBJECT to the provisions of the Defective Premises Act 1972 the Landlord and the Management Company shall not be liable or responsible for damage suffered by the Tenant or a visitor or employee of the Tenant or any other person to their person or goods by reason of the act neglect or default of any other tenant or occupier of the Estate or of the contractor employee or licensee of the other tenant or occupier or by reason of theft or otherwise from the Flat or any other part of the Estate or by reason of a defect in a fixture fitting pipe wire or staircase or the absence of lighting in or upon the Estate or any part

FORFEITURE

11. IF the Rent or any part is at any time in arrear and unpaid for 21 days after it has become due (whether formal or legal demand has been made or not) or if the Tenant at any time fails or neglects to perform or observe any of the covenants on the part of the Tenant to be performed or observed it will be lawful for the Landlord or any person duly

authorised by the Landlord in that behalf after having given notice of the Landlord's intention so to do in writing to any mortgagee or chargee of the Flat of whose interest the Landlord has received written notice to re-enter the Flat or any part in the name of the whole whereupon the Term shall cease but without prejudice to any right of action or remedy of the Landlord in respect of an antecedent breach of the covenants by the Tenant

NOTICES

12. A demand for payment notice or other documents required or authorised to be served or given under this Lease shall be in writing and shall be deemed to be sufficiently served:
- 12.1 in the case of service on the Tenant if addressed by or on behalf of the Landlord or the Management Company to the Tenant by name or by the designation of "the Tenant" and sent by the recorded delivery service or left for the Tenant at the Flat
- 12.2 in the case of service on the Landlord if addressed by or on behalf of the Management Company or the Tenant to the Landlord and sent by the recorded delivery service to the place or address previously notified in writing to the Management Company or the Tenant (as the case may be) for the service of documents on the Landlord or if none has been so notified to the registered office (if any) or the place of abode or principal place of business of the Landlord
- 12.3 in the case of service on the Management Company if addressed by or on behalf of the Landlord or the Tenant to the Management Company and sent by the recorded delivery service to the place or address previously notified in writing to the Landlord or the Tenant (as the case may be) for the service of documents on the Management Company or if none has been so notified to the registered office of the Management Company

PROVIDED THAT in the case of service by recorded delivery service shall be deemed to have been effected 24 hours after posting (excluding any intervening Saturday Sunday or bank or other public holiday)

13. CONTRACTS RIGHTS OF THIRD PARTIES ACT 1999

The parties hereto expressly agree and declare that a person who is not a party to this Lease shall not have the right to enforce any term hereof pursuant to the Contracts (Rights of Third Parties) Act 1999

14. INDEMNITY COVENANT

With the object of affording to the Landlord a full and sufficient indemnity but not further or otherwise the Tenant covenants with the Landlord that the Tenant and the

Tenant's successors in title will observe and perform any matters referred to in the registers of the title above mentioned and will indemnify the Landlord against all costs claims demands and proceedings in connection with any breach non-observance or non-performance of such matters

IN WITNESS WHEREOF the Common Seal of the Landlord was hereunto affixed and the Tenant and the Management Company have signed as a Deed the day and year first before written

.....

THE FIRST SCHEDULE

PART I

"The Flat"

ALL THAT flat having the number and on the floor described in the Particulars and shown edged red on Plan 2 which premises INCLUDE:

- (1) all cisterns tanks and the Service Installations solely serving the premises
- (2) all windows window frames doors door frames and all internal non-load bearing walls
- (3) the linings and surface finish including lath plaster and board of the interior of all walls
- (4) the linings and surface finish including lath plaster and board of ceilings together with the boards or other surface finish and screed of the floors but excluding the floor and ceiling joists beams or slabs
- (5) all fixtures and fittings in the premises at the date of this Lease being the Landlord's fixtures and fittings and all replacements and renewals
- (6) any patios or balconies within the red edging on Plan 2 to the extent that the same is co-extensive with the Flat and including the existing paving or other surface thereof (but nothing below the same) and the airspace above such surface up to three metres or the underside of any balcony or other structure overhanging the patio or balcony

BUT EXCLUDE all parts of the structure and the roofs and foundations of the Buildings the walls (other than interior linings and surface finish) which are load bearing or enclose the premises

PART II

Rights Granted to the Tenant

The following rights are granted to the Tenant subject to and conditionally upon the Tenant paying the Service Charge:

1. The right of way in common with the Landlord and all others entitled to the like right at all times over the General Accessways and Footpaths
2. The right of way with or without private motor vehicles over and along the ramps and parts of the Underground Car Parking Area leading to and from the Parking Space
3. The right of way (but not with vehicles) in common with the Landlord and all others entitled to the like right over and along the paths giving access to Building Area 1 and over and along the entrance hall passages and stairways within Building Area 1 leading to and from the Flat
4. The right at reasonable times and at other times in the case of emergency and whenever possible on giving reasonable notice to enter any other part of the Buildings or Retained Parts for the purpose of executing works of repair decoration reinstatement replacement renewal alteration addition or improvement to or upon the Flat the work being done with reasonable despatch causing as little disturbance as possible and making good any damage caused
5. The right of support shelter and protection for the Flat from all other parts of the Buildings
6. The free and uninterrupted right of use passage and running of soil water electricity gas and other services in common (where appropriate) with all others using them from and to the Flat through the cisterns tanks and Service Installations now or within the Perpetuity Period constructed in or under any part of the Retained Parts
7. The right to keep a dust or refuse bin in Refuse Store 1
8. The right to use for quiet recreational purposes only (in common with the Landlord and all others entitled to the like right) the Communal Landscape Areas
9. The exclusive right to use the Parking Space for the purpose of parking one taxed private motor vehicle or motor cycle with a current MOT certificate (if necessary) SUBJECT ALWAYS to the provisions of the Car Park Management Plan and/or the Section 106 Agreement and the regulations set out in the Third Schedule and any regulations which the Landlord or Management Company may make from time to time AND SUBJECT TO the Landlord's right on serving written notice to the Tenant to vary the position of the Parking Space by the allocation of an alternative parking space within the Underground Car Parking Area

10. The right to use the cycle stores as shown on Plan 1 on a first come first served basis for the purposes of storing one privately owned bicycle subject always to the regulations set out in the Third Schedule and any regulations which the Landlord or Management Company may make from time to time
11. All other rights easements quasi-rights and quasi-easements (other than of way) as are now enjoyed by the Flat in respect of any other part of the Estate
12. The right to use Lift 1 to afford access to and from the Flat and the Parking Space
13. The right to use for the purposes of television and/or radio reception only any communal television satellite aerial and amplifier and coaxial cable
14. All necessary rights over adjoining parts of the Buildings in respect of eaves gutters rainwater pipes wires and other parts of or appendages to the which overhang or extend into or under any adjoining parts of the Estate
15. The benefit (in common with the other persons entitled thereto) of any covenant or agreement entered into by a Tenant of any other flat in the Buildings and any owner of any other part of the Estate with the Landlord and the Management Company for the observance of the regulations as set out in the Third Schedule and the regulations which the Landlord or Management Company may from time to time make for the safety care and cleanliness of the Estate and the comfort and convenience of the tenants and occupants of all the flats in the Buildings
16. The benefit of the like covenants and restrictions to those herein contained imposed by the leases of other flats in Building Area 1 upon the Tenants thereof so far as such covenants stipulations and restrictions are intended to benefit the Flat or the Tenant and so far as the benefit thereof can in law accrue to the Flat or the Tenant

PART III

Rights Excepted and Reserved to the Landlord and the Management Company

1. The right for the Landlord and the Management Company and the tenants of other flats in the Buildings at reasonable times at all other times in the case of emergency and whenever possible on giving reasonable notice to enter the Flat for the purpose of executing works of repair decoration reinstatement replacement renewal alteration addition or improvement to or upon any other part of the Estate the work being done with reasonable despatch causing as little disturbance as possible and making good all damage caused

2. The right of support shelter and protection for all other parts of the Buildings from the Flat
3. The free and uninterrupted right of use passage and running of soil water electricity gas and other services in common (where appropriate) with the Tenant from and to all other parts of the Estate through the cisterns tanks and Service Installations now or within the Perpetuity Period constructed in or under the Flat
4. All other rights easements quasi-rights and quasi-easements (other than of way) as are now enjoyed by any other part of the Estate in respect of the Flat
5. The right to enter upon the Flat and all parts thereof for the purpose of laying inspecting repairing maintaining renewing and making connections to Service Installations the person or persons from time to time exercising such right making good all damage thereby occasioned
6. All necessary rights over the Flat in respect of eaves gutters rainwater pipes wires and other parts of or appendages to the Buildings and of other buildings on the Estate and the footings and ancillary parts of the Buildings or the Development and of the said other buildings now or within the Perpetuity Period situate on any part or parts of the Estate not hereby demised and which overhang or extend into or under the Flat
7. The right for the Landlord and the Management Company with or without workmen tools appliances machinery apparatus materials and substances from time to time on not less than fourteen days previous notice in writing to enter upon the Flat for the purpose of carrying out on any adjoining land and buildings building works and repairs including works of insulation of buildings the person or persons exercising such right making good all damage thereby occasioned
8. The right with or without workmen tools appliances machinery apparatus materials and substances to enter upon the Flat for the purpose of making good any default by the Tenant as provided for hereof the person or persons from time to time exercising such right making good all damage thereby occasioned
9. The right for the Management Company to erect and maintain such television aerials and other apparatus on or in the roof of the Buildings as the Landlord may deem appropriate for the use of the occupiers of the Buildings and to run wires connecting such aerial or aerials and other apparatus as aforesaid through the Flat and the right for the Management Company and any person or persons authorised by it upon reasonable notice to enter the Flat for the purpose of inspecting repairing maintaining and

renewing or removing such communal television aerial or aerials or other apparatus as aforesaid the person or persons exercising such right making good all damage thereby occasioned

10. The right to suspend the use of any parking space on a temporary basis if so required by the Landlord for the purpose of repair or maintenance of any part of the Buildings or the Estate or upon such requirement of any planning authority

THE SECOND SCHEDULE

The Service Charge Expenditure

1. The expenditure (in this Schedule described as "the Service Charge Expenditure") means expenditure:
 - (1) in the performance and observance of the covenants obligations and powers on the part of the Management Company and contained in this Lease or with obligations relating to the Estate or its occupation and imposed by operation of law
 - (2) in the payment of the expenses of management of the Estate and of the expenses of the administration of the Management Company and of the proper fees of surveyors or agents appointed by the Management Company or in default by the Landlord in connection with the performance of the Management Company's obligations and powers and with the apportionment and collection of those expenses and fees between and from the several parties liable to reimburse the Management Company for them and of the expenses and fees for the collection of all other payments due from the tenants of the flats in the Buildings
 - (3) in the provision of services facilities amenities improvements and other works where the Management Company in its or the Landlord in the Landlord's absolute discretion from time to time considers the provision to be for the general benefit of the Estate and the tenants of the flats and whether or not the Management Company has covenanted to make the provision
 - (4) in the payment of bank charges and of interest on and the cost of procuring any loan or loans raised to meet expenditure
2. As soon as convenient after the expiry of each accounting period of not more than 12 months commencing with the accounting period now current there shall be prepared and submitted to the Tenant a written summary ("the Statement") setting out the Service Charge Expenditure in a way showing how it is or will be reflected in

demands for payment of the Service Charge and showing money in hand The Statement will be certified by a qualified accountant as being in his opinion a fair summary complying with this requirement and sufficiently supported by the accounts receipts and other documents produced to him

3. The accounting period may from time to time be varied
4. A surplus of payments of the Service Charge in excess of the Tenant's Proportion of the Service Charge Expenditure shall be carried forward by the Management Company and accumulated towards Service Charge Expenditure in future years A shortfall in payments shall be made good by the Tenant and be due on demand
5. Without prejudice to the generality of the Tenant's covenant to pay the Service Charge on account of anticipated expenditure the meaning of the Service Charge Expenditure shall be deemed to include reasonable provision for the future in respect of:
 - (1) periodically recurring items whether recurring at regular or irregular intervals and
 - (2) the replacement or renewal of itemsthe expenditure on which items would fall within the Service Charge Expenditure

THE THIRD SCHEDULE

Regulations

1. No act or thing which may cause or causes a nuisance damage annoyance or inconvenience to the Landlord or any occupier of the Buildings or the neighbourhood may be done or suffered to be done in the Flat or any part nor may the Flat be used for an unlawful or immoral purpose nor may there be brought or suffered to be brought into the Flat any dangerous or offensive goods
2. No noise music or singing whether by instrument voices radio gramophone hi-fi system television or other means nor any dancing may be allowed in the Flat so as to be audible outside the Flat between 11 p.m. and 8 a.m. or so as to be audible outside the Flat at other times if the occupier of any other flat objects
3. No bird animal or reptile may be kept in the Flat without the prior consent in writing of the Landlord or the Management Company whose consent may be revoked at any time if such activity causes annoyance to any owner tenant or occupier of any other flat comprised in the Buildings

4. Nothing may be deposited or left in or on the entrance hall passages and stairways of the Buildings and no carpet or rug may be beaten or children allowed to play in these areas nor may they be in any way obstructed or unreasonably soiled
5. No dirt rubbish rags or other refuse may be thrown into the Service Installations or any sinks baths lavatories cisterns or waste soil pipes in the Flat
6. No clothes or other articles may be hung or exposed outside the Flat except in the area provided (if any)
7. No person may reside in the Flat unless the floor is covered with carpet rugs or other suitable materials with sound dampening qualities except that they may be removed for cleaning repairing or decorating or for some similar temporary purpose
8. No flower pots window boxes or other things may be placed outside the windows of the Flat and no television or radio aerial or receiver may be affixed outside the Buildings without the written consent of the Landlord
9. No dust or refuse bin may be allowed to become offensive through being unclean or untidy nor kept other than within any refuse store or storage area provided for it (if any)
10. No article the weight or shape of which may damage the Flat or other parts of the Buildings may be brought into the Flat nor may any damage be caused to other parts of the Buildings by the carrying of furniture or other articles in or out of the Flat
11. To comply with regulations which the Landlord or the Management Company may from time to time make for the safety care and cleanliness of the Estate and the comfort and convenience of the tenants and occupants of all the flats
12. Not to park or leave any lorry van or other commercial vehicle on any part of the Estate nor permit any other person so to do (provided this provision shall not prohibit the temporary parking of any such vehicle for the purposes of bona fide deliveries to or from the Flat)
13. Not to store petrol (except in the petrol tank of any vehicle parked there) gas or any other flammable material in the Underground Car Parking Area

THE FOURTH SCHEDULE

Form of Deed of Covenant to be executed

on Disposition or Devolution of Lease

THIS DEED OF COVENANT made 20

BETWEEN:

1. **The Incoming Tenant** :
2. **The Management Company:** THE RESIDENCE (NO.2) MANAGEMENT COMPANY LIMITED whose registered office is at []
3. **The Landlord** :

WHEREAS the Incoming Tenant is about to or has become entitled to the benefit of a Lease ("the Lease") dated 20 and made between Berkeley Homes (Southern) Limited (1) the Management Company (2) and ("the Original Tenant") (3) and relating to premises known as being in the building(s) known as ("the Buildings")

WITNESSES:

1. THE INCOMING TENANT AND THE MANAGEMENT COMPANY MUTUALLY COVENANT each with the other and THE INCOMING TENANT COVENANTS with the Landlord and separately also with the tenants for the time being of the other flats in Building Area 1 for the benefit of the property respectively vested in the Landlord and the tenants and each and every part to perform observe and accept the covenants (including the covenant by virtue of which this Deed is required) restrictions stipulations and conditions respectively on the parts of the Original Tenant and of the Management Company and the provisions contained in the Lease in the same manner as if they were repeated in extenso in this Deed and in the Lease but with the substitution of the name of the Incoming Tenant for the name of the Original Tenant
2. THE INCOMING TENANT IRREVOCABLY APPOINTS the Landlord the Management Company and any person in whom the Lease may become vested severally to be the attorney of the Incoming Tenant to take all steps and sign and execute any document or deed necessary to secure the performance of the obligations of the Incoming Tenant under sub-clause 7.13 of the Lease

3. THE INCOMING TENANT IRREVOCABLY APPOINTS the Landlord and the Management Company severally to be the attorney of the Incoming Tenant to take all steps and sign and execute any document or deed necessary to secure the performance of the obligations of the Incoming Tenant under sub-clause 7.12 of the Lease

3. THE LANDLORD AND THE MANAGEMENT COMPANY CONSENT to the benefit of the Lease being vested in the Incoming Tenant

3. WHERE in this Deed the context so admits:

3.3 words importing one gender include the other genders and words importing the singular include the plural and vice versa

3.3 the expressions "the Landlord" and "the Incoming Tenant" include their respective successors in title and the expression "the Landlord" includes the reversioner for the time being immediately expectant upon the term created by the Lease and any superior landlord and the expression "the Management Company" includes any other company to which the rights and duties of the Management Company are assigned or transferred or which is under the control of the tenants of a majority of the flats in Building Area 1 and responsible for the time being for the administration of Building Area 1

3.3 where for the time being there are two or more persons within the meaning of the expressions "the Landlord" or "the Incoming Tenant" obligations expressed or implied and made or to be made by or with that party are made by or with those persons jointly and severally

(Execution by the Incoming Tenant the Management Company and the Landlord)

Form of Deed of Covenant to be executed

on Grant, Disposition or Devolution of an Underlease

THIS DEED OF COVENANT made

20

BETWEEN:

1. **The Incoming Tenant** :

2. **The Management Company** : THE RESIDENCE (NO.2) MANAGEMENT COMPANY LIMITED whose registered office is at []

3. **The Landlord** :

WHEREAS the Incoming Tenant is about to or has become entitled to the benefit of an Underlease ("the Underlease") dated 20 and made between (1) and

(2) and relating to premises known as _____ being in the building(s) known as
("the Buildings")

WITNESSES:

1. THE INCOMING TENANT AND THE MANAGEMENT COMPANY MUTUALLY COVENANT each with the other and THE INCOMING TENANT COVENANTS with the Landlord and separately also with the tenants for the time being of the other flats in Building Area 1 for the benefit of the property respectively vested in the Landlord and the tenants and each and every part to perform observe and accept the covenants (other than to pay the rent reserved but including the covenant by virtue of which this Deed is required) restrictions stipulations and conditions respectively on the parts of _____ ("the Original Tenant") and of the Management Company and the provisions contained in a Lease ("the Lease") dated _____ 20 _____ and made between Berkeley Homes (Southern) Limited (1) the Management Company (2) and the Original Tenant (3) in the same manner as if they were repeated in extenso in this Deed and in the Underlease but with the substitution of the name of the Incoming Tenant for the name of the Original Tenant

3. THE LANDLORD AND THE MANAGEMENT COMPANY CONSENT to the benefit of the Underlease being vested in the Incoming Tenant

3. WHERE in this Deed the context so admits:

3.3 words importing one gender include the other genders and words importing the singular include the plural and vice versa

3.3 the expressions "the Landlord" and "the Incoming Tenant" include their respective successors in title and the expression "the Landlord" includes the reversioner for the time being immediately expectant upon the term created by the Lease and any superior landlord and the expression "the Management Company" includes any other company to which the rights and duties of the Management Company are assigned or transferred or which is under the control of the tenants of a majority of the flats in Building Area 1 and responsible for the time being for the administration of Building Area 1

3.3 where for the time being there are two or more persons within the meaning of the expressions "the Landlord" or "the Incoming Tenant" obligations expressed or implied and made or to be made by or with that party are made by or with those persons jointly and severally

(Execution and attestation by the Incoming Tenant the Management Company and the Landlord)

THE FIFTH SCHEDULE

PART 1

Group 1 Expenditure

(Examples of service charges divisible between the owners of plots 1 to 50)

- Grounds maintenance
- Communal television/satellite maintenance
- Communal electricity
- Repairs
- Water supply
- Health & safety risk assessment
- Audit fee
- Management fee
- Sinking fund

PART II

Group 2 Expenditure

(Examples of service charges divisible between the owners of plots 1 to 30)

- Communal cleaning
- Engineering insurance
- Lift maintenance
- Entryphone system maintenance
- Electricity
- Repairs
- Automatic opening vents maintenance
- Management fee
- Sinking fund

PART III

Group 3 Expenditure

(Examples of service charges divisible between the users of the Underground Car Parking Area)

- Cleaning
- Electronic gates maintenance
- Electricity
- Drainage pump maintenance
- Repairs

- Sinking fund

THE COMMON SEAL of BERKELEY HOMES (SOUTHERN) LIMITED was hereunto affixed in the presence of:-



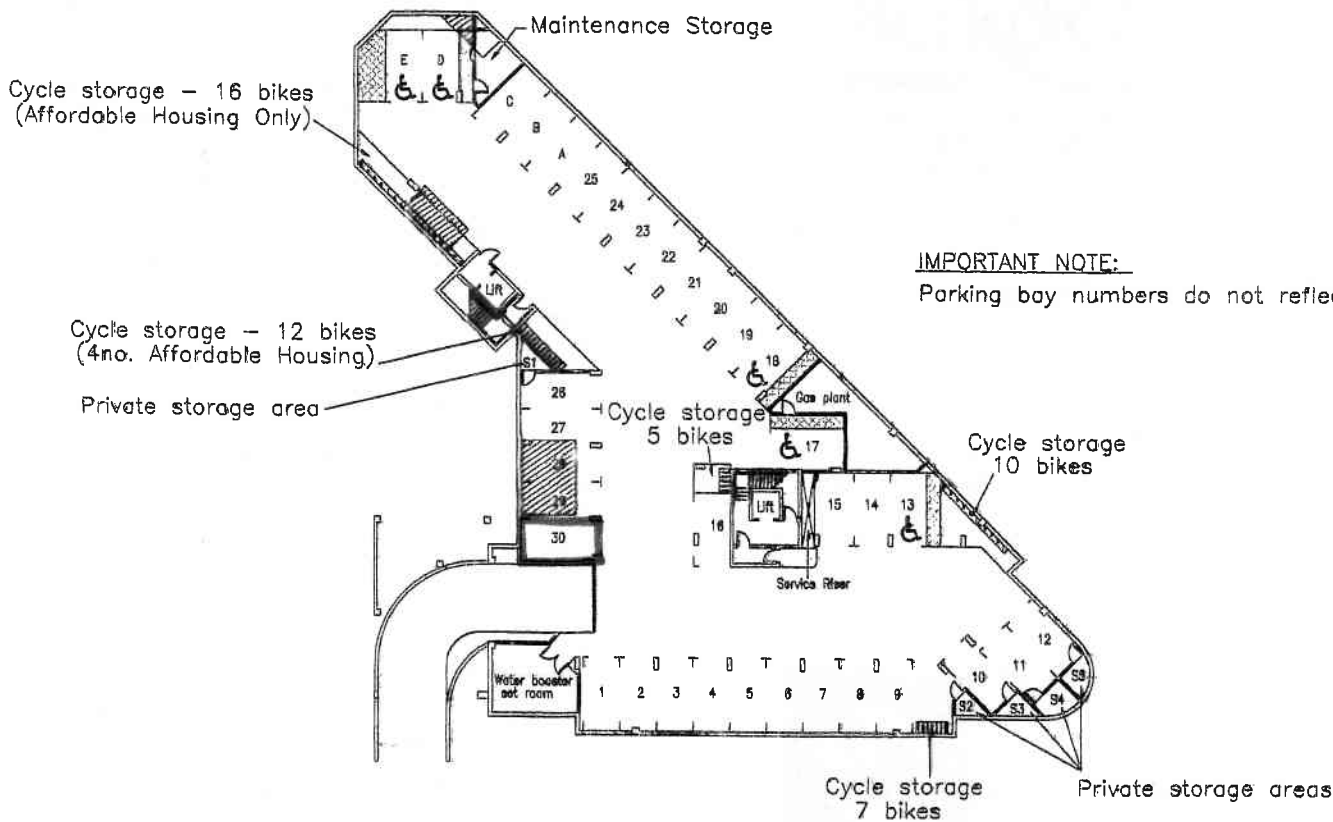
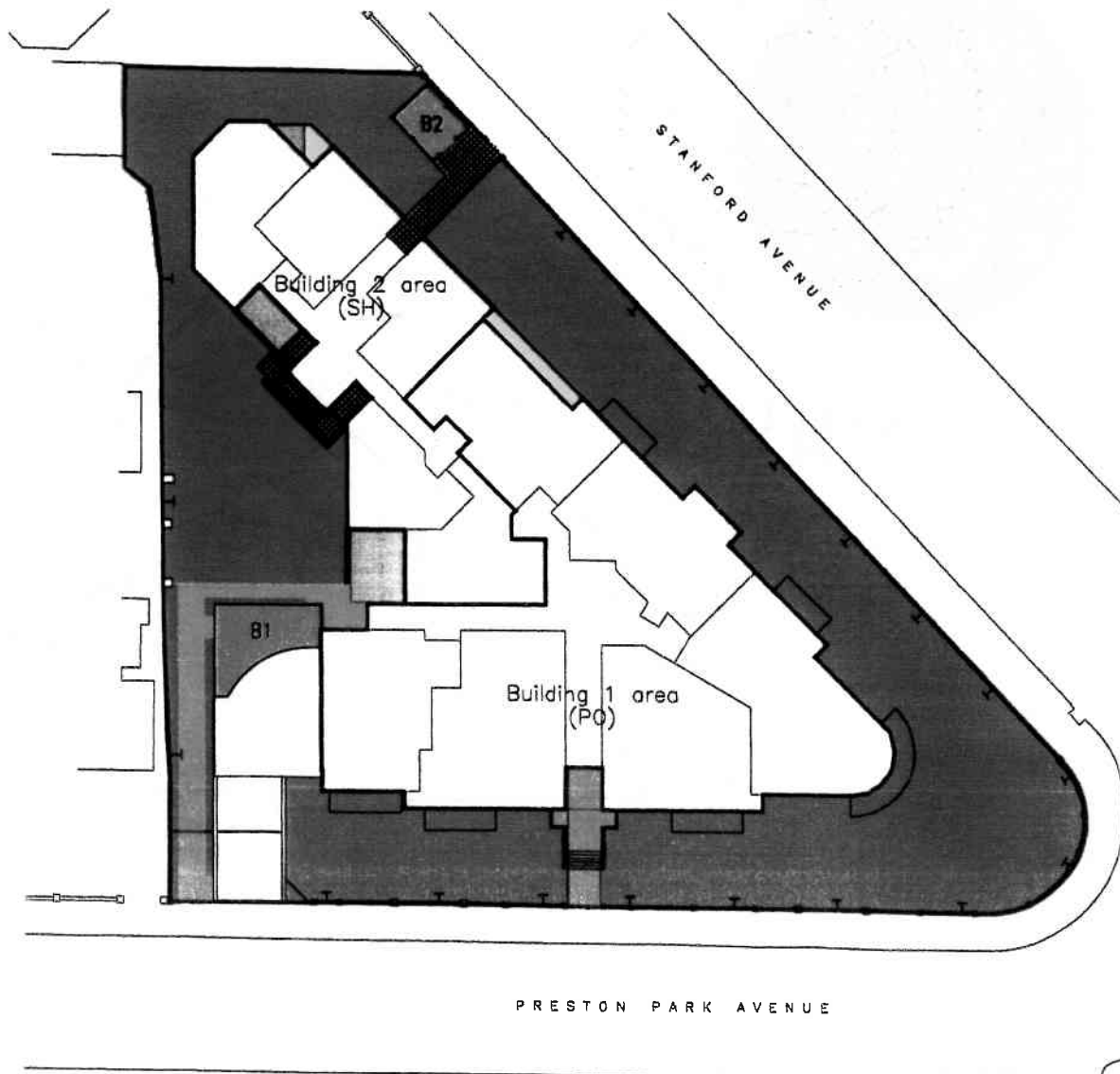
M. Quinn
.....Director

J. Wilson
.....Secretary/Director

SIGNED as a DEED by
THE RESIDENCE (NO.2) MANAGEMENT COMPANY LIMITED
acting by:

J. Hill
.....Director

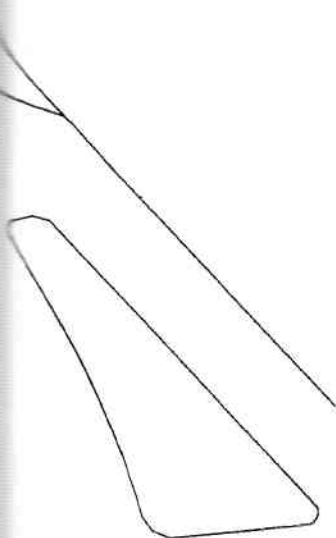
Emily Gray Smith
.....Secretary/Director





store for use by plots 1-30 (Private Occupation)
 store for use by plots 31-50 (Affordable Housing)

*J. Walker
 R. P. ...*



THIS DRAWING IS NOT TO BE
 USED UNLESS SIGNED AS
 CHECKED

LAND *Bony*

TECHNICAL *[Signature]*








ENGINEERING *[Signature]*

MANAGING DIRECTOR *[Signature]*

SALES AND MARKETING *[Signature]*

DATE *23/12/05*

Boundary Line

-  Additional Management Company responsibility
-  Communal landscape areas
-  General accessways & footpaths
-  Air vents
-  Refuse store
-  Area below air vent
-  Affordable housing General accessways & footpaths

Rev C1: Basement car park layout amended in accordance with current layout and Dwg. No. S661-T002 rev.A.

Rev P5: 5 No. parking bays indicated for use by Housing Association only, together with 20 No. cycle spaces.

Rev P4: Minor amendments to drawing, 'T' marks added to northern boundary. Areas beneath balcony shaded green. Yellow added.

Rev P3: Revision due to client comment 26/10/04

Rev P2: Changes made based on BHS'S comments on letter dated 07/10/04

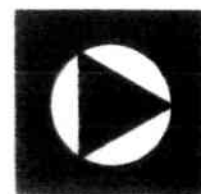
Berkeley
HOMES

Berkeley Homes (Southern) Limited
 Broadlands Business Campus
 Loughborough Road, Horsham
 West Sussex RH12 4QP
 Tel: (01403) 211240 Fax: (01403) 211753

project title
Preston Place
Preston Park Avenue, Brighton

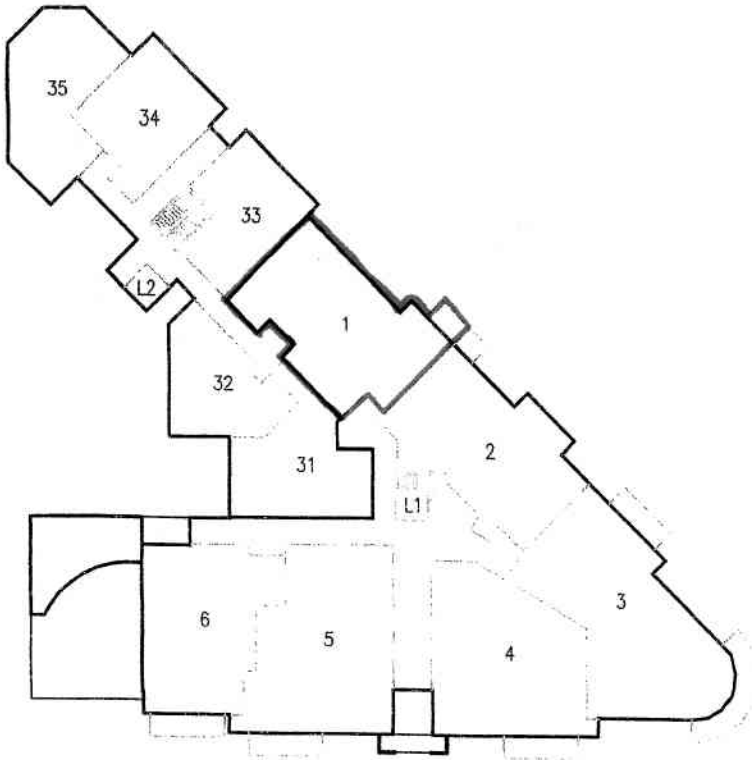
drawing title
Conveyance plan 1
Site and underground parking

date 20.09.04	drawn by RJD / MW	project no. 04041
scale 1:500	checked by (sign)	drawing no. 1002
status Final	approved by (sign)	revision no. C1

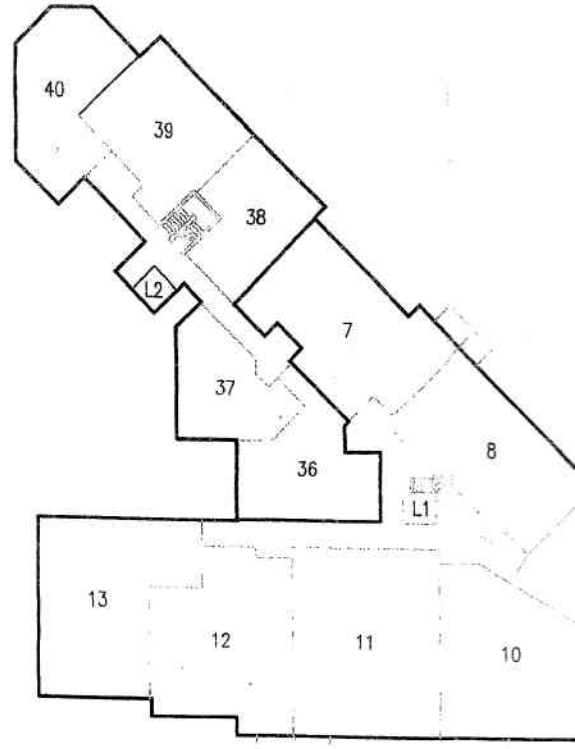


The Amos Partnership
 2 The Canvas House
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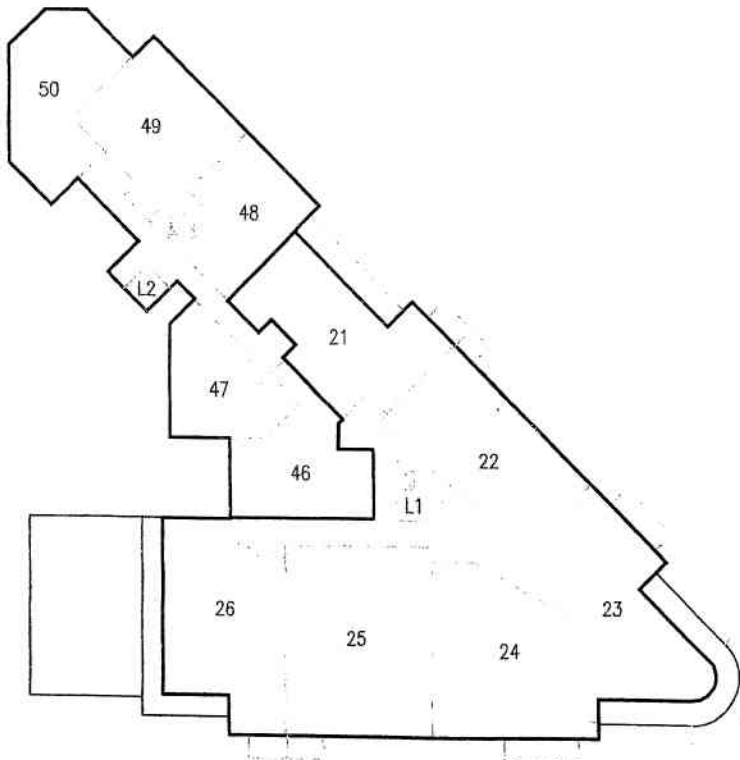
Telephone 020 7403 0009
 Fax: 020 7403 2294
 mail@amospartnership.com
 www.amospartnership.com



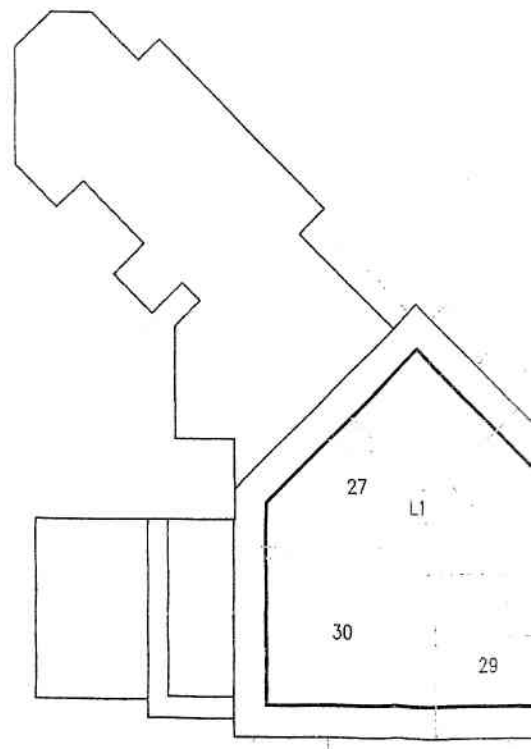
Ground floor



First floor



Third floor

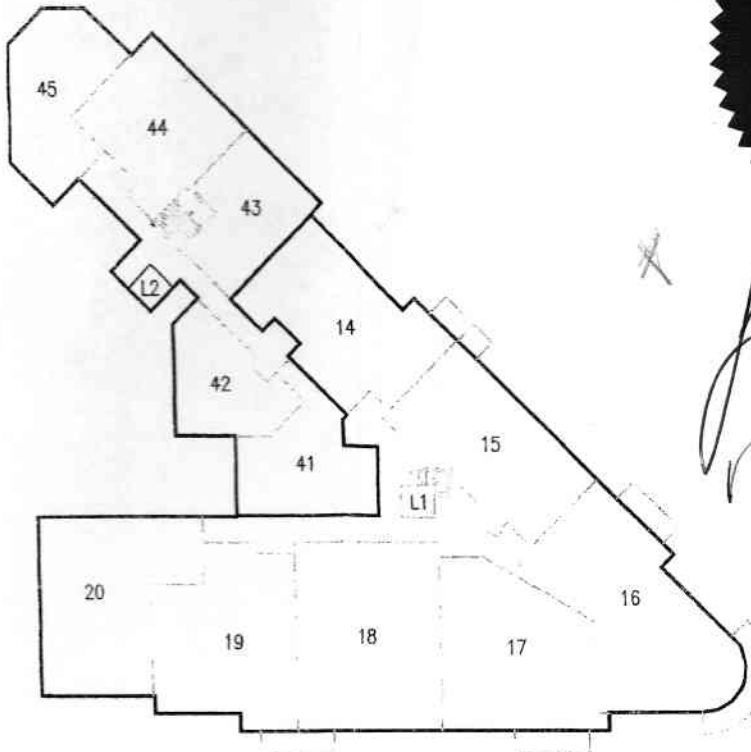


Fourth floor



3608

J. Miller
Perini



Second floor

Rev C2: Sign off box removed and Plot 26 terrace amended 09/04/05
Rev C1: Issued for construction 11/11/04
Rev P3: Revision due to client comment 26/10/04
Rev P2: changes made based on BHS's comments on letter dated 07/10/04

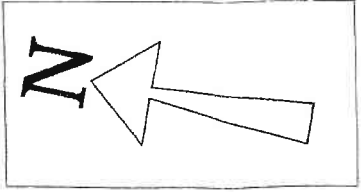
Berkeley

HOMES

Berkeley Homes (Southern) Limited
Broadlands Business Campus
Longhurstwood Road, Horsham
West Sussex RH12 4QP
Tel: (01403) 211240 Fax: (01403) 211753

project title
Preston Place
Preston Park Avenue, Brighton

drawing title
Conveyance plans 2



date	drawn by	project no.
11.09.04	RJD	04041
scale	checked by (sign)	drawing no.
1:500		1001
status	approved by (sign)	revision no.
Construction		C2



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- 1.6 The Parking Space : The parking space numbered 30 and shown edged green on Plan 1
- 1.6 The Term : 999 years commencing on 1 January 2005
- 1.7 Rent Commencement Date : The date hereof
- 1.8 Rent Days : 31 December in every year
- 1.9 The Service Charge : the contributions equal to the Tenant's Proportion of the Group 1 Expenditure and the Group 2 Expenditure being the expenditure described in clause 7.1 and in the Second Schedule examples of which are set out in the Fifth Schedule
- 1.10 The Tenant's Proportion :
Group 1 Expenditure: 2.1497%
Group 2 Expenditure: 2.9793%
Group 3 Expenditure: 2.8572%
being the expenditure described in the Second Schedule
- 1.11 Interest Rate : 5% above the base rate of Barclays Bank PLC from time to time or 10% whichever is the greater
- 1.12 Rent : £300 rising by £300 on 1 January 2030 and a further £300 on 1 January 2055 and a further £300 on 1 January 2080 and a further £300 on 1 January 2105
- 1.13 Beneficial ownership of the Tenant: []

2. DEFINITIONS

The terms defined in this clause and in the Particulars have in this Lease unless the context otherwise requires the meanings specified:

- 2.1 "**Building Area 1**" means the area identified as such on Plan 1 and containing plots 1 to 30 as shown on Plan 2
- 2.2 "**Building Area 2**" means the area identified as such on Plan 1 and containing plots 31 to 50 as shown on Plan 2
- 2.3 "**the Buildings**" means the buildings (including the structure roof and foundations) comprising two self contained apartment blocks (Building Area 1 and Building Area 2) and the Underground Car Parking Area