

DATED

201

THE MAYOR AND COMMONALTY AND  
CITIZENS OF THE CITY OF LONDON

-to-

**L E A S E**

**Flat:-**  
**Block:-**  
**Estate:-**

Comptroller and City Solicitor  
Guildhall EC2

Housing Right to Buy

Ref:

**December 2003 (updated)**  
**February 2004 (updated)**  
**2005 updated**  
**July 2006 updated**  
**February 2008 updated**  
**March 2010 updated**  
**June 2013 updated**  
**January 2014 updated**  
**September 2014 updated**

## PRESCRIBED CLAUSES

<b>LR1. Date of lease</b>	
<b>LR2. Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i>  <b>LR2.2 Other title numbers</b> <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>
<b>LR3. Parties to this lease</b>  <i>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and , if appropriate, the registered number in the United Kingdom including any prefix.</i>	<b>Landlord</b>  The Mayor and Commonalty and Citizens of the City of London of PO Box 270 Guildhall London EC2P 2EJ  <b>Tenant</b>
<b>LR4. Property</b>  <i>Insert a full description of the <b>land</b> being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the <b>land</b> being leased is more fully described.</i>  <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	<b>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of <b>registration</b>, this clause shall prevail.</b>  See definition of "premises" in Clause 1

<p><b>LR5. Prescribed statements etc.</b></p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p><b><i>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the <i>Land Registration Rules 2003</i>.</i></b></p> <p><b><i>LR5.2 This lease is made under, or by reference to, provisions of:</i></b></p> <p>Housing Act 1985 – Part V: The Right to Buy <i>(as amended)</i></p>
<p><b>LR6. Term for which the Property is leased</b></p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the <i>Land Registration Rules 2003</i>.</i></p>	<p>The term as specified in Clause 2</p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>[</p> <p>Pounds (£        )]</p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></p>	<p>This lease contains a provision that prohibits or restricts dispositions (<i>in clause 3(7)</i>).</p>

<p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	
<p><b>LR9. Rights of acquisition etc.</b></p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><b>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</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>This Lease contains a right of pre-emption in Clause 3(7)</p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b></p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>
<p><b>LR11. Easements</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>See the First Schedule</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>See the Second Schedule</p>
<p><b>LR12. Estate rentcharge burdening</b></p>	

<p><b>the Property</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p>None</p>
<p><b>LR13. Application for standard form of restriction</b></p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the <b>Land Registration Rules 2003</b>.</i></p> <p><i>[N.B. Form RX1 will be needed for non-standard restrictions]</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property</p> <p>No transfer or lease of the registered estate dated before [<i>tenth anniversary of the date of lease</i> ] by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration unless accompanied by :</p> <p>(a) a certificate given by the Mayor and Commonalty and Citizens of the City of London that the transfer or lease complies with the requirements of section 156A of the Housing Act 1985, or that the transfer or lease is an exempted disposal, or</p> <p>(b) a certificate given by a person who confirms that he is the person in whom the reversionary interest is now vested (if that person is not the original disposing authority) and the transfer or the lease complies with the requirements of section 156A of the Housing Act 1985 or is either an exempted disposal or is not a relevant disposal</p>
<p><b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b></p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p><i>OR</i></p> <p>The Tenant is more than one person. They are to hold the Property on trust for</p>

*If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.*

themselves as tenants in common in equal shares.

*OR*

The Tenant is more than one person.  
They are to hold the Property on trust  
*Complete as necessary*

ESTATE:

**H.M. LAND REGISTRY  
LAND REGISTRATION ACT 2002**

LONDON

TITLE NO.

PROPERTY:

THIS LEASE is made on the \_\_\_\_\_ day of

Two thousand and \_\_\_\_\_ B E T W E E N THE MAYOR AND  
COMMONALTY AND CITIZENS OF THE CITY OF LONDON (hereinafter  
called "the City" which expression shall where the context so requires or admits  
include the person for the time being entitled to the reversion immediately expectant  
on the determination of the term hereby granted) of the one part and

(hereinafter called "the Tenant" which expression shall where the context so requires  
or admits include the successors in title of the Tenant) of the other part

W H E R E A S:-

(1) The City is [registered at H.M Land Registry under the above-mentioned  
Title Number as proprietor of the above-mentioned] [the freehold owner of]  
property comprising the premises hereby demised and other premises and  
forming the whole or part of the property which is shown edged red on Plan  
A annexed hereto upon which have been erected certain blocks of flats and  
upon which have been laid out certain roads paths forecourts and gardens for

use and enjoyment therewith (all which premises are hereinafter referred to as "the estate")

(2) This Lease is executed in pursuance of Part V of the Housing Act 1985

NOW THIS DEED WITNESSETH:-

1. (i) UNLESS the subject or context otherwise requires in this Deed:-

"the accounting period" means such period as the City may in its discretion from time to time determine as being that in respect of which accounts of the City generally or relating to the estate or the Building shall be drawn up

"the CS" means the City Surveyor of the City or his successor

"the Building" has the same meaning as in Clause 2 hereof

"the Chamberlain" means the Chamberlain of London or his successor

"the Comptroller" means the Comptroller of the Chamber and Bridge House Estates and City Solicitor or his successor

"the Housing Act 1985" means the Housing Act 1985 as amended

"the Director" means the Director of Community and Children's Services of the City or his successor

"the premises" has the same meaning as in Clause 2 hereof

"receipt of which sum the City hereby acknowledges" means subject to any amount left outstanding under the provisions of the Housing Act 1985

"Secretary of State" means the Secretary of State for Communities and Local Government or his successor

Any reference to a statute (unless otherwise specified or unless the context requires otherwise) includes any modification extension or re-enactment thereof for the time being in force and every instrument order direction regulation byelaw or other derivative legislation made under it and any reference to any regulation or other legislation of the European Union that is applicable to the Building or the premises as the case may be

- (ii) Whenever the Tenant shall be more than one person the obligations of the Tenant shall be deemed to be joint and several
- (iii) Reference to any Officer of the City shall be deemed to include where the context so admits any person or body corporate for the time being appointed for the purpose of performing his functions hereunder
- (iv) Every wall separating the premises from any adjoining property shall be a party wall severed medially and shall be included in the premises hereby demised only as far as the medial plane thereof
- (v) Nothing herein contained shall operate or be deemed in any way to waive diminish or affect any existing or future powers and duties of the City in relation to the premises in any capacity other than its capacity as owners of the reversion expectant on the determination of the term
- (vi) Nothing in this Deed shall be construed or shall be operated so as to be contrary to any enactment or rule of law
- (vii) If during the term hereby granted any provision or part of this Lease whether wholly or to any extent is made void by any enactment passed before on or after the date hereof or is held to be void for any

reason by any Court of Law the City and the Tenant shall agree under seal such terms as are reasonable to give effect insofar as it may be lawful so to do to the general intention of the original parties hereto to replace such provision or part so avoided and the City and Tenant shall further agree such transitional consequential or incidental provisions as may be reasonable and in default of agreement any dispute or difference shall be determined by arbitration in accordance with the provisions of Clause 8 hereof

- (viii) If during the term hereby granted it appears in consequence of a decision of a Court of Law relating to any other flat house premises or building on the estate that any provision or part of this Lease might be liable to be held void either wholly or in part for any reason by a Court of Law or that the City might not be able to demand or recover the whole of its costs and expenses in providing repairs and services to the estate or any part thereof (insofar as it may be lawful for the City so to do) the City and the Tenant shall agree under seal such terms as are reasonable and give effect insofar as it may be lawful so to do to the general intention of the original parties hereto to replace such provision or part either wholly or in part or to enable the City so to demand or recover the whole of its costs and expenses in providing repairs and services to the estate or any part thereof and the City and the Tenant shall further agree such transitional consequential or incidental provisions as may be reasonable and in default of agreement any dispute or difference shall be determined by arbitration in accordance with the provisions of Clause 8 hereof

- (ix) Where anything contained herein is to be defined calculated identified or otherwise determined by reference to any other thing (for example and without prejudice to the generality of the foregoing an enactment index or rate) and that other thing ceases to exist then unless and to the extent that provision is otherwise made herein the City and the Tenant shall agree under seal such terms as are reasonable and give effect insofar as it may be possible so to do to the general intention of the original parties hereto to replace the reference to such other thing and the City and the Tenant shall further agree such transitional consequential or incidental provisions as may be reasonable and in default of agreement any dispute or difference shall be determined by arbitration in accordance with the provisions of Clause 8 hereof
- (x) the boundaries of the estate shall notwithstanding any plan used herein be a question of fact
- (xi)
  - (a) in this paragraph "requirements of the Housing Act 1985" means those provisions which the City are required by virtue of the Housing Act 1985 to include in a lease executed pursuant to Part V thereof
  - (b) the provisions of this lease are intended to comply with the requirements of the Housing Act 1985 and shall be so construed
  - (c) the requirements of the Housing Act 1985 shall be deemed to be included in this lease as if the same were set out herein

(d) insofar as any provision of this lease conflicts with the requirements of the Housing Act 1985 the said requirements shall take effect instead and to the exclusion of such conflicting provision

(e) any dispute or difference arising in consequence of the provisions of this paragraph shall be determined by arbitration in accordance with the provisions of Clause 8 hereof

2. IN consideration of the sum of

(£ ) (the receipt of which sum the City hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Tenant to be paid observed and performed the City hereby demises unto the Tenant with full title guarantee ALL THAT the premises (hereinafter called "the premises") shown edged red on drawing [ ] attached hereto numbered and being on the floor of the building known as shown on the location plan on the drawing annexed hereto (hereinafter called "the Building") including one half part in depth of the structure between the floors of the premises and the ceilings of the property below it and of the structure between the ceilings of the premises and the floors of the property above it (but if applicable excluding the foundations of the Building below the premises and the land beneath the foundations or the roof of the Building above the premises and the space above the roof) and also including (subject to Clause 1(iv) hereof) the internal and external walls between such levels but excluding any pipes mains conduits wires or services within the premises other than those solely serving the premises TOGETHER WITH the easements rights and privileges mentioned in the First Schedule hereto subject as



price or premium paid for the first relevant disposal which is equal to the discount to which the Tenant was entitled on the grant of this lease (as set out in paragraph 5 of the Seventh Schedule to this lease), where the discount is expressed as a percentage of the value which under section 127 of the Housing Act 1985 was taken as the value of the premises at the relevant time (as such value and the percentage are set out in paragraph 1 and 2 respectively of the Seventh Schedule) PROVIDED THAT the maximum amount payable shall be reduced by one fifth for each complete year which elapses after the date of this lease and before the disposal is completed

(3) A relevant disposal under section 159 of the Housing Act 1985 includes:-

- (a) an assignment of the term hereby granted; or
- (b) the grant of a sub-lease (other than a mortgage term) for a term of more than twenty one years otherwise than at a rack rent whether the disposal is of the whole or part of the premises; and for the purposes of this paragraph (b) it is assumed that any option to renew or extend a lease or sub-lease whether or not forming part of a series of options is exercised and that any option to terminate a lease or sub-lease is not exercised; or
- (c) (as provided in section 163 of the Housing Act 1985) the grant of an option enabling a person to call for a disposal falling within paragraph (a) or (b) above; or

- (d) a deferred resale as defined in section 163A of the Housing Act 1985
- (4) A disposal which would otherwise be a relevant disposal falling within paragraph (3) above is an exempted disposal under section 160 of the Housing Act 1985 and not subject to the operation of paragraphs (1) and (2) above if:-
- (a) it is a disposal of the whole of the premises and an assignment of the term hereby granted and the person or each of the persons to whom it is made is:-
    - i. the person or one of the persons by whom it is made; or
    - ii. the spouse or a former spouse or the civil partner or a former civil partner of that person or one of those persons; or
    - iii. a member of the family of that person or one of those persons who has resided with him throughout the period of twelve months ending with the disposal; or
  - (b) it is a vesting of the whole of the premises in a person taking under a will or intestacy; or
  - (c) it is a disposal of the whole of the premises in pursuance of an order under section 24 or 24A of the Matrimonial Causes Act 1973 or section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 or paragraph 1 of Schedule 1 to the Children Act 1989 or Part 2 or 3 of Schedule 5, or paragraph 9 of Schedule 7 to the Civil Partnership Act 2004; or

- (d) it is a compulsory disposal within the meaning of section 161 of the Housing Act 1985, meaning that the property disposed of is acquired compulsorily or by a person who has made or who would have made or for whom another person has made or would have made a compulsory purchase order authorising its compulsory purchase for the purpose for which it is acquired; or
  - (e) the property disposed of is land included in the premises by virtue only of the provisions of section 184 of the Housing Act 1985
- (5) As provided in section 162 of the Housing Act 1985 the Tenant's covenants in Clauses 3(1) and 3(2) above and Clause 3(7) below shall not be binding upon a person to whom a disposal is made or any successor in title of his if and only if he acquired the premises by reason of a disposal within paragraph 4(d) or (e) above
- (6) Pursuant to section 156(1) of the Housing Act 1985 any liability arising under the Tenant's covenants in clauses 3(1) and 3(2) above shall be a charge on the premises taking effect as if it had been created by deed expressed to be by way of legal mortgage and having priority as provided in section 156 of the Housing Act 1985 (which provides inter alia that such charge shall have priority immediately after any legal charge securing an amount advanced to the Tenant by an approved lending institution for the purposes of enabling him to exercise the right to buy under Part V of the Housing Act 1985) provided always that the City may at any time as provided in section

156(2B) of the Housing Act 1985 serve written notice on an approved lending institution to postpone the charge herein taking effect to any legal charge securing any amount advanced or further advanced to the Tenant by that body for an approved purpose

- (7) The Tenant covenants with the City that until the end of the period of ten years beginning with the date of this Lease there will be no relevant disposal under section 159 of the Housing Act 1985 which is not an exempted disposal under section 160 of that Act unless the conditions prescribed under section 156A of that Act have been satisfied in relation to that or a previous such disposal
- (8) The Tenant covenants with the City that the Tenant will within 7 days of entering into an agreement to which section 163A(1) of the Housing Act 1985 applies give notice in writing to the City that he has done so and supply a copy of the agreement
- (9) The Tenant warrants to the City that he has not entered any agreement to which section 163A(1) of the Housing Act 1985 applies
- (10) For the avoidance of any doubt the Tenant's covenants under this Clause 3 shall bind the Tenant's successors in title (save only as provided in paragraph (5) above)
- (11) IN this clause:-
  - (a) "approved lending institution" and "approved purpose" have the meanings given to them in section 156 of the Housing Act 1985
  - (b) references to Parts and Sections of the Housing Act 1985 are references to those Parts and Sections of that Act as they apply

from time to time and in case of conflict between any Sections of that Act and the provisions of this clause the relevant sections of that Act shall prevail as provided in clause 1(xi) above

4. THE Tenant hereby covenants with the City that the Tenant will throughout the said term hereby granted:-

(1) Pay the said rent at the time and in the manner aforesaid without any deduction at the office of the Chamberlain

(2) Bear and pay all taxes rates charges assessments duties outgoings and impositions whatsoever parliamentary municipal or parochial whether of a capital or recurring nature which now are or at any time during the term shall be charged assessed or imposed upon the premises or upon the landlord or tenant thereof in respect of the same and whether any such future taxes rates charges assessments duties outgoings or impositions shall or shall not be in the nature of those now in being and in the event of any rates taxes charges assessments duties outgoings or impositions being assessed charged or imposed in respect of the Building or estate or in respect of the estate to pay such proportion of such rates taxes charges assessments duties outgoings or impositions as may reasonably be attributable to the premises

(3) (a) Pay to the City in the manner and at the times hereinafter described a reasonable part of the costs of carrying out specified repairs and of insuring against risks involving specified repairs

- (b) The City shall as soon as reasonably practicable after the end of each accounting period calculate the costs in relation to that accounting period and as soon as reasonably practicable thereafter the City shall send to the Tenant a statement in writing of the costs as calculated by the City which statement shall include a summary of how the costs are made up
- (c) Subject to sub-paragraph (d) below the City may demand in writing from the Tenant a reasonable part of the costs in respect of any accounting period not earlier than the date on which the City sends to the Tenant the statement of costs for that accounting period and within fourteen days of the service upon the Tenant of the said demand the Tenant shall pay to the City without deduction at the office of the Chamberlain the sum demanded provided that (i) where the sum demanded in respect of any accounting period has been calculated by reference to estimated costs to be incurred in any accounting period and after the costs which were so estimated have been incurred it appears that the costs so incurred were more or less than the costs as estimated or (ii) where a preliminary demand or demands has or have been made in respect of any accounting period and the sum hereinbefore demanded in respect of that accounting period is more or less than the sum demanded or the aggregate of the sums demanded by the said preliminary demand or demands then any necessary adjustment may (without prejudice to any other method of

adjustment which the City may in its discretion decide upon in any particular case or class of case) be made by increasing or reducing any sum which would otherwise be payable hereunder

- (d) (i) The City may before the end of any accounting period but not earlier than three months before the beginning of the said accounting period serve upon the Tenant a demand or demands for payment of a sum on account of the sum it will demand under sub-paragraph (c) hereof in respect of that accounting period (each of which demands is hereinafter referred to as "a preliminary demand") and within fourteen days of the service upon the Tenant of a preliminary demand the Tenant shall pay to the City without deduction at the office of the Chamberlain the sum demanded in the preliminary demand
- (ii) The City may serve not more than four preliminary demands in respect of any accounting period and shall not serve any preliminary demand within ten weeks of any earlier preliminary demand
- (iii) The preliminary demand or demands shall not be for a sum in excess of that which the City reasonably believes that it will demand under sub-paragraph (c) hereof in respect of the said accounting period and in considering what sum it will so demand under sub-

paragraph (c) the City shall disregard for the purpose of this sub-paragraph any sum which in its opinion if included in the said demand under sub-paragraph (c) would be likely to be a part of that demand which relates to a major item (as that expression is defined in Clause 6(1) hereof)

(e) In this paragraph:-

"the costs" means the costs of carrying out specified repairs and of insuring against risks involving specified repairs and it is hereby agreed and declared for the avoidance of doubt:

- (i) that such costs may include both costs or estimated costs incurred or to be incurred in any accounting period (whether that accounting period be the accounting period in respect of which the demand is made or an earlier or later accounting period) of carrying out specified repairs and of insuring against risks involving specified repairs; and
- (ii) that such costs may include such reasonable interest charges as the City shall have incurred in financing the carrying out of specified repairs and of insuring against risks involving specified repairs or alternatively (in so far as the City has used its own monies to finance the same) a sum equal to the amount of reasonable interest charges which the City would have incurred had the City borrowed monies to finance the same to represent

the cost to the City of foregoing the use of the monies employed in financing the same; and

- (iii) that such costs may include any costs of professional fees and management which the City has incurred incurs or may incur upon or in connection with the carrying out of specified repairs and of insuring against risks involving specified repairs

"deemed rights" means rights arising in favour of the Tenant by virtue of Schedule 6 to the Housing Act 1985 and includes the rights specified in the First Schedule hereto

"a reasonable part" shall be                      per cent PROVIDED THAT where the term hereby granted commences during an accounting period then "a reasonable part" for that initial accounting period shall be such proportion of the percentage hereinbefore specified as "a reasonable part" as the part of the said initial accounting period remaining after the commencement of the term hereby granted bears to the said initial accounting period as a whole; except that where the costs for the said initial accounting period are calculated wholly or in part by reference to costs to be incurred in any later accounting period then "a reasonable part" for that initial accounting period shall be the aggregate of (i) the said percentage hereinbefore specified as "a reasonable part" in relation to such of the costs as are calculated by reference to costs to be incurred in any later accounting period; and (ii) such proportion of the said percentage hereinbefore specified as "a reasonable part" as the part of the said

initial accounting period remaining after the commencement of the term hereby granted bears to the said initial accounting period as a whole in relation to the remainder of the costs AND PROVIDED FURTHER THAT in respect of the cost of specified repairs mentioned in sub-paragraph (iii) below "a reasonable part" shall be per cent of the whole of the said cost if reasonably chargeable in relation to the use of the Building and otherwise of such part of the said cost as shall be reasonably chargeable in relation to the use of the Building

"specified repairs" means repairs carried out in order:

- (i) to keep in repair the structure and exterior of the premises and of the Building in which they are situated (including drains gutters and external pipes) not amounting to the making good of structural defects;
- (ii) to make good any structural defect of whose existence the City has notified the Tenant in the notice served pursuant to Section 125 Housing Act 1985 which therein stated the City's estimate of the amount (at then current prices) which would be payable by the Tenant towards the costs of making it good (such defects being listed in the Fourth Schedule hereto) or of which the City does not become aware earlier than five years after the grant hereof; and
- (iii) to keep in repair any other property over or in respect of which the Tenant has any deemed rights

"the statement of costs" means the statement described in subparagraph (b) hereof

- (4) (a) Pay a service charge of an amount in the manner and at the time hereinafter described

(b) In this paragraph:-

"the relevant costs" are the relevant parts of the eligible costs together with either such reasonable interest charges as the City shall have incurred in financing the relevant parts of the eligible costs or alternatively (in so far as the City has used its own monies rather than borrowed monies to finance the relevant parts of the eligible costs) a sum to represent the amount of reasonable interest charges which the City would have incurred had the City borrowed monies to finance the relevant parts of the eligible costs PROVIDED THAT where the relevant costs in respect of which a service charge is payable for any accounting period include estimated costs to be incurred in any accounting period and after the costs which were so estimated have been incurred it appears that the costs so incurred were more or less than the costs as estimated any necessary adjustment may (without prejudice to any other method of adjustment which the City may in its discretion decide upon in any particular case or class of case) be made by increasing or reducing the relevant costs in respect of which a service charge would otherwise be payable for any subsequent accounting period

"the relevant parts of the eligible costs" are the aggregate of the amounts which are equal to where the eligible costs relate to matters set out in the part of the Fifth Schedule referred to as:-

- Part I, - of all eligible costs
- Part II, - of all attributable costs
- Part III, - of all attributable costs
- Part IV, - of all attributable costs
- Part V, - of all eligible costs

"the attributable costs" are per cent of the eligible costs

"the eligible costs" means costs or estimated costs incurred or to be incurred in any accounting period (whether that accounting period be the accounting period for which the service charge is payable or an earlier or later accounting period) upon or in connection with the matters set out in the Fifth Schedule hereto

- (c) As soon as reasonably practicable after the end of each accounting period the City shall calculate the relevant costs in respect of that accounting period and as soon as reasonably practicable thereafter the City shall send to the Tenant a statement in writing of the relevant costs as calculated by the City which statement shall include a summary of how the relevant costs are made up
- (d) A service charge shall be payable by the Tenant in respect of any accounting period of per cent of the relevant costs for that period PROVIDED THAT where the term hereby granted commences during an accounting period then

the service charge payable by the Tenant in respect of that initial accounting period shall be such proportion of the percentage of the relevant costs for any accounting period as is hereinbefore specified as the part of the said initial accounting period remaining after the commencement of the term hereby granted bears to the said initial accounting period as a whole; except that where the relevant costs for the said initial accounting period are calculated wholly or in part by reference to estimated costs to be incurred in any later accounting period then the service charge payable by the Tenant in respect of the said initial accounting period shall be the aggregate of

(i) per cent of such relevant costs as are calculated by reference to estimated costs to be incurred in any later accounting period; and (ii) such proportion of

per cent of the other relevant costs for the said initial accounting period as the part of the said initial accounting period remaining after the commencement of the term hereby granted bears to the said initial accounting period as a whole and PROVIDED THAT where a preliminary demand or demands has or have been made in respect of any accounting period and the sum hereinbefore demanded in respect of that accounting period is more or less than the sum demanded or the aggregate of the sums demanded by the said preliminary demand or demands then any

necessary adjustment may (without prejudice to any other method of adjustment which the City may in its discretion decide upon in any particular case or class of case) be made by increasing or reducing any sum which would otherwise be payable hereunder

(e) Subject to sub-paragraph (f) below the City may demand in writing the service charge payable by the Tenant in respect of any accounting period not earlier than the date on which the City sends to the Tenant under sub-paragraph (c) hereof its statement of the relevant costs for that accounting period and within fourteen days of the service upon the Tenant of the said demand the Tenant shall pay to the City without deduction at the office of the Chamberlain the sum demanded

(f) (i) The City may before the end of any accounting period but not earlier than three months before the beginning of the said accounting period serve upon the Tenant a demand or demands for payment of a sum on account of the sum it will demand under sub-paragraph (e) hereof in respect of that accounting period (hereinafter referred to as "a preliminary demand") and within fourteen days of the service upon the Tenant of a preliminary demand the Tenant shall pay to the City without deduction at the office of the Chamberlain the sum demanded in the preliminary demand

- (ii) The City may serve not more than four preliminary demands in respect of any accounting period and shall not serve any preliminary demand within ten weeks of any earlier preliminary demand
    - (iii) The preliminary demand or demands shall not be for a sum in excess of that which the City reasonably believes that it will demand under sub-paragraph (e) hereof in respect of the said accounting period and in considering what sum it will so demand under sub-paragraph (e) the City shall disregard for the purpose of this sub-paragraph any sum which in its opinion if included in the said demand under sub-paragraph (e) would be likely to be a part of that demand which relates to a major item (as that expression is defined in Clause 6(1) hereof)
  - (g) For the avoidance of doubt it is hereby declared and agreed that the City may apportion the costs of professional fees and management which it has incurred incurs or may incur upon or in connection with the matters set out in the Fifth Schedule hereto to such part of the Schedule and in such proportions as is reasonable
- (5) Subject to sub-clause (6) hereof
- (a) At all times keep the premises and everything demised hereunder and additions thereto and the Landlord's fixtures and fittings and appurtenances and all gas electrical water and

sanitary apparatus installed in or affixed to the premises and the window glass thereof (but excluding any parts items or works for which the City may be liable under the terms of this Lease or by statute) with all necessary reparations cleansings and amendments whatsoever well and substantially repaired cleansed maintained and renewed damage by any risk against which the City shall have insured (save where the insurance monies shall be irrecoverable by reason of any act or default of the Tenant his family servants or agents) nevertheless excepted

- (b) Renew or replace at any time during and at the expiration or sooner determination of the said term all Landlord's fixtures fittings and appurtenances in the premises which may be or have become beyond repair
- (c)
  - (i) Keep all sinks baths lavatories and cisterns in the premises clean and free from obstruction
  - (ii) Without prejudice to sub-clause (5)(a) hereof keep all gas electrical water and sanitary apparatus (including for the avoidance of doubt any system installed under sub-clause (6) hereof) now or hereafter installed in and belonging to the premises in a safe condition and proper working order
- (d) Keep the inside of all windows in the premises clean and adequately curtained

- (e) Clean any chimneys used in the premises at least once in every six months
- (f) Keep any window box plant tub or terrace garden in the premises in a proper state of cultivation
- (g) Once in every seventh year of the said term and in any event in the last quarter of the last year of the said term (howsoever determined) paint in a proper and workmanlike manner all the inside wood and ironwork usually painted of the premises with two good coats of good quality paint and so that such internal painting in the last year of the said term shall be of a tint or colour to be approved by the City And also with every such internal painting paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the premises as have been or ought properly to be so treated and so that in the last year of the said term the tints colours and patterns of all such works of internal decoration shall be such as shall be approved by the City
- (h) Without prejudice to the generality of the aforesaid and independently of such obligations keep the interior of the premises in good repair (including decorative repair)
- (i) Permit the Officers or Agents of the City with or without workmen and others at all reasonable times and except in such cases as may appear to the City to be urgent upon reasonable notice to enter upon the premises for the purpose of examining into the state and condition user and maintenance thereof and

in case any defect or want of reparation or maintenance shall appear the Tenant will upon notice thereof in writing being given to the Tenant or left upon the premises (hereinafter referred to as "the said notice" in this sub-paragraph) cause the same to be repaired or maintained or both in compliance with the covenants herein contained in that behalf within one month next after the date of the said notice And if the Tenant shall fail to comply with the said notice within the time aforesaid the City shall be at liberty to enter upon the premises for the purpose of remedying the said defect want of reparation or maintenance and the cost to the City of complying with the said notice shall be forthwith recoverable from the Tenant as liquidated damages

(j) Will at the expiration or sooner determination of the term or upon surrender of the term yield up the premises to the City with all additions and Landlord's fixtures and fittings in tenantable repair and condition in accordance with the obligations of the Tenant under this Lease

(6) Not to decorate the exterior of the premises (including the exterior of any entrance door) make any structural alterations or structural additions to the premises or any part thereof or remove any of the Landlord's fixtures without the previous consent in writing of the City and without prejudice to the generality of the foregoing not:

(a) erect or set up or suffer to be erected or set up on any part of the premises any erection or building or

- (b) cut injure alter or divide the premises or any part thereof or
- (c) make any alteration or addition to the premises either in height or projection or
- (d) unite or annex the premises or any part thereof to any premises adjoining or
- (e) insert or drive nails or screws or sink plugs or make any fixing whatsoever to the walls of the premises

SAVE THAT in the event that the City shall have disconnected or removed the installations and equipment relating to the services referred to in paragraph 3(c) of the Fifth Schedule hereto the Tenant may at its own cost and expense install in the premises a central or other heating and hot water system ("the system") provided always that:

- (i) any necessary building or other consents have been previously obtained (including that of the Director such consent not to be unreasonably withheld) for the installation of the system and
- (ii) all terms conditions and requirements of such consents and all appropriate regulations are fully and effectively complied with and
- (iii) the system is installed in a good and workmanlike manner with new sound and proper materials and to the satisfaction of the Director (whose approval of the system shall not constitute a warranty or representation of any kind)

AND the system shall be the property of the Tenant and may be removed by the Tenant at any time

AND in the event that the Tenant removes the system to make good all damage caused to the premises or the adjoining or neighbouring property of the City and to redecorate such parts of the premises as are affected by such removal

- (7) Permit such officers agents or workmen engaged or authorised by the City to enter and remain in or upon the premises together with such materials and equipment as the City may consider necessary expedient or useful in order to repair or rebuild the premises the building or structure or any part thereof or any adjoining or contiguous property belonging to the City or to repair or remove any installation connected with the provision of services thereto or to cleanse empty or repair any of the sewers drains gutters or services belonging to or serving the same
- (8) Observe the covenants and restrictions set forth in the Sixth Schedule hereto and also (by way of indemnity) those (if any) referred to in the Third Schedule hereto and to indemnify the City against all actions proceedings costs claims and demands whatsoever in respect of any breach of the same by the Tenant or any person claiming title under him
- (9) Observe and perform all rules and regulations made from time to time by the City for the management and conduct of the Building and the estate
- (10) (i) At all times during the term to do and execute or cause to be done and executed all such works and to do all such things as under or by virtue of any statute or other legislation for the

time being in force shall be required to be done or executed in respect of the premises or the use thereof whether by the landlord or the tenant thereof and otherwise to comply with such statute or other legislation

- (ii) Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any underlessee or other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require him so to do comply therewith at his own expense and forthwith deliver to the City a true copy of such notice order direction or other thing
- (11) Pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the City for the purpose of or incidental to or in contemplation of the preparation and service of a notice under Section 146 of the Law of Property Act 1925 (or any statutory re-enactments or modifications thereof) requiring the Tenant to remedy a breach of any of the covenants herein contained notwithstanding that forfeiture for such breach shall be avoided otherwise than by relief granted by the Court
- (12) Produce for the purpose of registration to the City at the office of the Comptroller (within one calendar month after the document or

instrument in question shall be executed or shall operate or take effect or purport to operate or take effect) the original or a copy verified by a solicitor of every assignment or transfer of this Lease or mortgage or charge of this Lease or of the premises or any part thereof and also every underlease of the premises or any part thereof and the original or a copy verified by a solicitor of every assignment or transfer of every such underlease and also every probate letters of administration order of court or other instrument affecting or evidencing a devolution of title as regards the term hereby granted or as regards any such underlease as aforesaid and for such registration pay to the City a reasonable fee in respect of each such document or instrument so produced

- (13) Permit the City at any time during the three months immediately preceding the determination of the term to enter upon the premises and affix and retain without interference upon any part thereof a notice for reletting or selling the same And permit all persons with authority from the City at all reasonable times during the daytime to enter and view the premises or any part thereof

5. THE City hereby covenants with the Tenant as follows:-

- (1) That the Tenant paying the rent hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the premises during the said term without any interruption by the City or any person rightfully claiming under or in trust for it

- (2) (a) That so far as is practicable the City will maintain the services to the premises set out in Parts I and II of the Fifth Schedule hereto (except the services set out in Clause 1(5) of Part I of the Fifth Schedule hereto
- (b) Until the expiration of the notice of discontinuance as is hereinafter provided in paragraph 3(c) of the Fifth Schedule hereto or so far as is practicable the City will maintain the services to the premises set out in Part I Clause 1(5) of the fifth Schedule hereto
- (3) That the City will at all times during the said term (unless such insurance be vitiated by any act or default of the Tenant) insure and keep insured the Building against loss or damage by fire and such other risks (if any) as the City from time to time thinks fit in some insurance office of repute for such sum or sums (including professional fees) as the City shall in its reasonable discretion think fit and shall in the event of damage by any risk insured against by the City apply any insurance monies received toward reinstatement of the damage and will on reasonable notice whenever required produce to the Tenant at the office of the Chamberlain the policy or policies or other sufficient evidence of such insurance and of the payment for the last premium

6. PROVIDED ALWAYS and it is hereby agreed and declared that:-

- (1) (a) Subject to sub-paragraphs (b) and (d) below the Tenant may by notice in writing given to the City at the office of the Chamberlain within fourteen days of the service of a demand other than a preliminary demand under Clause 4(3) or 4(4) hereof elect to leave outstanding the part of that demand or of the total demands (other than

preliminary demands) for the accounting period in respect of which it has been given which relates to a major item (hereinafter in this Clause referred to as “the sum to be left outstanding”)

(b) In the event that the Tenant makes the said election and the charge hereinafter described (referred to as “the said charge”) is both executed within the period of fourteen days from the date of his giving the notice making the said election and duly registered at H.M. Land Registry at the expense of the Tenant all documents required to perfect such registration having been lodged with the City together with any fees or other disbursements within the said period then:

(i) the Tenant hereby covenants with the City duly and punctually to pay the sum to be left outstanding with interest thereon over a period of ten years from the date of the said charge or such lesser period as shall expire not later than ten years before the end of the term hereby demised at the appropriate rate by equal monthly instalments on the first day of each month without deduction at the office of the Chamberlain (whether or not such instalment has been demanded) the first payment being made on the first of such days after the day on which the said charge was executed until the whole sum to be left outstanding with interest thereon at the appropriate rate shall be fully paid and satisfied PROVIDED THAT (1) the amount of the said instalments may be increased or reduced so as to take account of and provide for any increase or reduction in the appropriate rate consequent upon any increase or reduction

in the basic rate and (2) the amount of the said instalments may be varied so as to secure that the sum to be left outstanding with interest thereon at the appropriate rate shall be paid not later than ten years before the end of the term hereby granted in the event that payment by equal instalments as aforesaid would not secure that the said sum and interest thereon would be paid by that time

(ii) the City hereby covenants with the Tenant that it shall allow the Tenant to leave outstanding the sum to be left outstanding notwithstanding that payment has become due under Clauses 4(3) or 4(4) hereof on the condition that and for so long as the Tenant duly and punctually pays the sum to be left outstanding with interest thereon in accordance with the covenant hereinbefore set out

(c) In this paragraph:

(i) “the part of that demand which relates to a major item” is such part of the demand or of the total demands (other than preliminary demands) for the accounting period in respect of which it has been given which both (a) relates only to the costs or estimated costs incurred or to be incurred in respect of works of renewal replacement or repair (excluding redecoration refurnishing and recarpeting); and (b) represents not less than 2.5 per cent of either the sum specified in paragraph 1 of the Seventh Schedule hereto or if there shall have been one or more subsequent sales at open market value

the sum realised on the latest such sale and in either case increased or reduced (as the case may be) by the same percentage as the index hereinafter referred to or any other index for the time being replacing the same may have been increased or reduced between the date of such sale and if none the date of grant hereof and the date of the demand;

- (ii) the index referred to in the preceding sub-paragraph shall be the average price of new dwellings for which building society mortgages were approved shown in the latest available published statistics for the time being of the Department for Communities and Local Government or the relevant successor government department or authority
- (iii) “the appropriate rate” is the sum of the supplementary and the basic rate;
- (iv) “the supplementary rate” is two per cent;
- (v) “the basic rate” is the rate of interest which may be charged under Sections 438 and 441 of the Housing Act 1985 or any other enactment replacing the same at the date of the demand or such other rate on sums left outstanding for the time being substituted therefor in accordance with the said section or enactment;
- (vi) “the said charge” is a charge made between the City and the Tenant having priority immediately after FIRST any charge referred to in Clause 3(6) hereof other than for further advances and SECONDLY any charge or mortgage to secure

monies advanced by an approved lending institution (as defined in Clause 3(11) hereof) on the occasion of the grant of or an assignment of this Lease and which shall have been registered with the City under clause 4(12) hereof prior to the creation of the said charge by which the Tenant in consideration of the City leaving outstanding the sum to be left outstanding charges the premises with full title guarantee by way of legal mortgage with the payment to the City of the sum to be left outstanding and interest thereon at the appropriate rate (to be calculated in accordance with the provisions of this Clause) at the times and in the manner described in paragraph (b) above containing either:

- (aa) such other terms (consistent with the provisions of this Clause or so modified as to be consistent therewith) as are incorporated in the standard deed of mortgage offered on the date of the demand by the City to a person exercising the right to a mortgage under Part V of the Housing Act 1985 or such other enactment or enactments as may replace the same; or
- (bb) in the event of there being no such standard deed such other terms as may be agreed by the Tenant and the City as being reasonable to be included in such a deed or in default of such agreement determined by arbitration in accordance with the provisions of Clause 8 hereof

- (d) The Tenant shall have no right to elect to leave outstanding any sum pursuant to paragraph (a) above if:
- (i) there is any sum due and unpaid by the Tenant to the City under this Lease for a period exceeding twenty one days on the date of the service of the demand under Clause 4(3) or 4(4) hereof; or
  - (ii) the Tenant has otherwise failed to observe or perform any of the agreements contained herein and on the part of the Tenant to be observed or performed prior to the service of the demand under Clause 4(3) or 4(4) hereof; or
  - (iii) the premises are at the date of the service of any demand (other than a preliminary demand) under Clause 4(3) or 4(4) hereof charged by way of legal or other mortgage or charge with payment of a sum or sums (howsoever arising thereunder) which either by itself or themselves or aggregated with the part of that demand or of the total demands which relates to a major item exceeds 90 per cent of the sum specified in sub-paragraph (c)(i) above increased or reduced (as the case may be) by the same percentage as the index referred to in sub-paragraph (c)(ii) above or any other index for the time being replacing the same may have been increased or reduced as aforesaid
- (e) It is hereby further declared and agreed that in the event of any dispute the onus shall be on the Tenant to show

- (i) that he has the right to elect to leave outstanding any sum pursuant to sub-paragraph (a) above
  - (ii) that none of the cases specified in sub-paragraph (d) above in which the Tenant shall have no such right applies
  - (iii) that he has made the said election and
  - (iv) that the said charge has been executed and documents lodged all strictly in accordance with the provisions contained herein
- (2) It is hereby declared and agreed for the avoidance of doubt that insofar as the Tenant is under the provisions of Clause 3(1) 4(3) 4(4) or 6(1) required obliged or permitted to do any act or thing within a time specified therein or otherwise by reference to a time or date that time is in any such case of the essence and it shall not be implied or inferred from the terms of this provision that time is not of the essence in relation to any provision of this Lease other than those hereinbefore specifically mentioned
- (3) (a) If the yearly rent hereinbefore reserved or any part thereof shall be unpaid on the twenty first day next after any of the days hereinbefore appointed for payment of the same whether the same shall have been demanded or not or if any other sum under this Lease payable by the Tenant to the City shall be unpaid on the twenty first day next after any day on which the same became due or if the Tenant shall fail to observe or perform any of the agreements herein contained and on the part of the Tenant to be observed and performed then and in any of the said cases it shall be lawful for the City to re-enter upon the premises or any part thereof in the name of the whole and to repossess

and enjoy the same as in their former estate and thereupon the term shall absolutely determine

- (b) So far as the law allows and without prejudice to any other remedies hereunder the same remedies shall be available to the City as in respect of rent in arrear in relation to any monies payable hereunder which are from time to time due and unpaid
- (4) Nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or buildings not comprised herein or give the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any purchaser from or any lessee tenant or occupier of the City in respect of property not comprised in this Lease or to prevent or restrict in any way the development of any land not comprised in this Lease
- (5) Section 196 of the Law of Property Act 1925 shall be deemed to apply to all notices required to be served hereunder
- (6) Any sums from time to time payable to the City under the terms of this Lease are exclusive of Value Added Tax and of every other tax and the Tenant will pay any Value Added Tax or other tax which may be or become payable in respect of any such sum
- (7) Subject to the provisions of the Defective Premises Act 1972 or any statutory re-enactment or modification thereof the City shall in no circumstances be liable to the Tenant for any injury accident damage or loss which may at any time during the term be done or occasioned whether through negligence larceny theft or otherwise howsoever sustained by the Tenant or the servants

visitors or agents of the Tenant from or in the premises or any other part of the Building or the estate

- (8) The City shall have power at all times without obtaining any consent from or making any compensation to the Tenant to deal as the City may think fit with any of the property belonging to the City which adjoins or is opposite or near to the premises and to erect or to permit or suffer to be erected on such adjoining opposite or neighbouring property any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times have been before or will be during the term enjoyed by the Tenant or any tenants or occupiers of the premises or any part thereof
- (9) The City shall not be liable to the Tenant in respect of any loss damage or inconvenience occasioned by the inability of the City howsoever caused or arising to provide or perform the services mentioned in Clause 5(2) or any other services which the City is so obliged to provide or perform for the Tenant or for the Tenant in common with others
- (10) The City reserves the right at any time to exclude from or restrict the use by any person of the gardens or premises of a public nature in or about the estate
- (11) The City shall make good all damage to the premises or any chattels thereon occasioned by the exercise of its rights under Clause 4(7) but the City shall not be liable for damages or compensation for any annoyance nuisance damage noise vibration or inconvenience thereby caused to the Tenant
- (12) If in respect of any former tenancy of the premises to which the Tenant was entitled there shall be at the date hereof any sums for services provided by the City which have not yet been ascertained and notified in writing to the Tenant

such sums shall be paid by the Tenant to the City within fourteen days after the date when they would have become due under the preceding tenancy and recoverable as if covenanted to be paid hereunder

7. (i) IN case any dispute or controversy shall at any time or times arise between the Tenant and the tenants or occupiers of any adjoining or contiguous property belonging to the City relating in any manner to the said sewers drains gutters or services or to any easements or privileges whatsoever affecting or relating to the premises or any adjoining or contiguous property belonging to the City the same shall from time to time be settled and determined (if it shall think fit) by the City or the CS in such manner as shall by any writing under the seal of the City or the hand of the CS be directed to which determination the Tenant shall from time to time submit

(ii) (a) IF any recognised tenants' association shall by a resolution of not less than 75 per cent of a membership comprising not less than 70 per cent of the tenants of a block passed after a public meeting (the time and place of which shall have been notified in writing to the City not less than twenty four days before) request the City so to do in respect of any alleged breach of a restrictive covenant imposed under a lease of premises in the block granted by the City then the City shall take legal proceedings in respect of such alleged breach if and so far as it shall have been advised by Queen's Counsel (a) that there is a reasonable case with good prospect of success and (b) that it is appropriate in all the legal circumstances to proceed to action PROVIDED ALWAYS that the costs of such proceedings

shall be paid as a service charge payable within Part V of the Fifth Schedule hereto

(b) “A recognised tenants’ association” means a recognised tenants’ association within the meaning of Section 29 of the Landlord and Tenant Act 1985 of tenants of flats in the Building

8. (i) ANY dispute or difference between the parties touching any matter or thing in Clauses 1(vii) 1(viii) 1(ix) 1(xi) 4(2) 4(3) 4(4) or 6(1)(c)(vi)(b) or the operation or construction of the said provisions or any matter or thing in any way connected with the said provisions or the rights duties or liabilities of either party under or in connection with the said provisions shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of that Act for the time being in force and the costs of any arbitration including any discontinued proceedings shall be shared equally between the parties
- (ii) ANY arbitrator shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors if available and willing to act save in the case of any dispute or difference between the parties touching any matter or thing in Clauses 1(vii) 1(viii) 1(ix) and 1(xi) in which case any arbitrator shall be appointed by the President for the time being of the Law Society if available and willing to act
- (iii) THE decision of any arbitrator should be confirmed in writing to each party
9. FOR the avoidance of doubt it is hereby agreed and declared that:-

- (1) The price payable for the premises on the grant hereof was calculated in the manner set out in the Seventh Schedule hereto
- (2) The easements and rights for the benefit of other property as at the date on which the notice claiming to exercise the right to buy was served which were available under or by virtue of the secure tenancy referred to in paragraph 2(2)(b) of Part I Schedule 6 to the Housing Act 1985 or any agreement collateral to it against the Tenant thereunder or under or by virtue of any grant reservation or agreement made on the severance of the premises from other property then comprised in the same tenancy are set out in the Second Schedule hereto
- (3) The Tenant shall not enjoy the use in common with others of any premises facilities or services as were enjoyed during the secure tenancy or may be otherwise implied by law except and in so far as rights to the like enjoyment are expressly granted herein
10. Notwithstanding any other provision herein contained nothing in this Lease confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person other than the City and the Tenant and the City and the Tenant may by agreement rescind or vary this Lease in any way without the consent of any third party
11. The parties hereto hereby certify that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the parties hereto have hereunto executed these presents as a deed the day and year first above written

## THE FIRST SCHEDULE

### (Rights Granted)

In common with the City its tenants and other persons authorised by it and all others having the like right:-

1. The right of passage and running of water and soil gas electricity telephone wires smoke and fumes from and to the premises through such of the sewers drains conduits gutters watercourses pipes cables wires ventilators and mains serving the premises which now are or hereafter during the term may be in on or under the building PROVIDED ALWAYS and for the avoidance of doubt it is hereby agreed and declared by and between the parties hereto that none of the rights hereinbefore granted shall extend to or include all or any part of the District Heating System which provides underfloor or background central heating and or hot water

2. The right

(1) of way on foot only (save for the purposes specified in paragraph (11) of the Sixth Schedule hereto) to and from the Building to the public highways or walkways

(2) of way on foot only for the Tenant and the Tenant's agents servants and all persons visiting the Tenant to pass and repass to and from the premises over and along the respective entrance halls and staircases and corridors leading thereto

(3) of passage in the lift situated in the Building for the persons aforesaid and for the Tenant's goods for the purpose of gaining access to and from the premises subject to any reasonable rules which may be made by the City for the operation of the said lift and to paragraph (11) of the Sixth Schedule hereto Provided always that the City shall not be responsible to any person

using the said lift for any loss damage or injury resulting therefrom or for any interruption of the working of the said lift

- (4) of way on foot in the case of fire or other emergency for the purpose of gaining access to the stairs or lifts situated in the Building over and along any balcony adjoining the premises including the right to pass through any division doors or screens situated on the said balcony
- (5) of support and shelter to the premises from the Building or any part of the Building
- (6) of access of light and air to the premises

## **THE SECOND SCHEDULE**

(Rights Excepted and Reserved)

For the City its tenants and other persons authorised by it and all others having the like right:-

1. The right of passage and running of water and soil gas electricity telephone or other services or supplies from and to any other property on the estate or neighbouring property of the City through such of the sewers drains conduits gutters watercourses pipes cables wires ventilators and mains serving such property which now are or hereafter during the term may be in on or under the premises
2. The right with servants agents contractors and workmen so far as may be necessary at all reasonable times to enter on the premises for the purpose of connecting laying repairing cleansing maintaining and amending such sewers drains conduits gutters watercourses pipes cables wires ventilators and mains the persons exercising this right doing as little damage as possible and making good all damage occasioned by the exercise of such right but without payment of compensation for

any annoyance nuisance damage noise vibration or inconvenience caused to the Tenant in connection with the use by the Tenant of the premises

3. A right of way at all times for all persons in the case of fire or other emergency over any balcony forming part of the premises including the right to pass through any division doors or screens situated on the said balcony

4. The right of support and shelter from the premises to the Building or any part of the Building

5. The right of access of light and air to the buildings on the estate and each and any part thereof

### **THE THIRD SCHEDULE**

(Restrictive Covenants etc)

[The covenants referred to in the Charges Register of the City's Title]

### **THE FOURTH SCHEDULE**

(Structural Defects notified to the Tenant)

### **THE FIFTH SCHEDULE**

(Services)

## PART I

1. The service maintenance repair renewal and insurance (where applicable) of such of the following services and installations as are in upon or under the Building (until such time as the City shall elect to discontinue such services and installations as is hereinafter provided in paragraph 3(c) hereof) namely:

- (1) Lifts
- (2) Security equipment (including entry phones fire alarms and lift alarms)
- (3) Ventilation equipment (including cleaning the vents and ducts thereon)
- (4) Electrical and mechanical and plumbing services and installations (including water tanks water supply pipes and ducts soil and waste pipes and ducts electrical switchgear cables and ducts generators pumps and fans and heater panels located in the common parts)
- (5) Heating and hot water installations and the control equipment connected therewith

2. The provision of electricity for or in connection with:

- (1) The common parts of the Building (including the lighting and heating of the corridors) and
- (2) Any lift (including the lighting therein)
- (3) Ventilation equipment

3. (a) Subject as mentioned in Sub-Clause (c) hereof the provision from the first day of October in each year to the thirtieth day of April in the year immediately following and at other reasonable times of heating to the

premises and other flats or premises in the Building where such heating is controlled by the City

(b) Subject as mentioned in Sub-Clause (c) hereof the provision of electricity gas or hot or cold water to the premises in any case where any of these are supplied to the premises through the City and not directly from the statutory undertakers

(c) The City at its absolute discretion at any time during the term may elect to discontinue the provision of such heating and or provision of hot water and of such election shall give to the Tenant not less than twelve weeks' previous written notice so as to enable the Tenant at his or her own cost and expense (and subject and in accordance with the provision of Clause 4(6) hereof) to install a suitable individual and independent system for the provision of central heating and/or hot water AND it is hereby agreed and declared by and between the parties hereto that upon the expiration of the notice as aforesaid the City's obligations set out in paragraphs 3(a) and (b) hereof shall absolutely cease and determine

4. (a) The redecoration and cleaning of the internal common parts of the Building as often as the City may consider such work to be expedient

(b) The repair of the internal common parts of the Building (including corridors staircases entrances and foyers) and without prejudice to the generality of the foregoing the repair of the door furniture locks and glass of any entrance to the Building and of light fittings lamps and glazing in the common parts

(c) the redecoration and cleaning of the exterior of the Building as often as the City may consider such work to be expedient in the manner in which

the same is at the time of this demise decorated or as near thereto as circumstances permit

#### PART II

5. The maintenance of the garden areas and amenities shown coloured green on Plan A annexed hereto

#### PART III

6. The salary emoluments and wages of the car park attendants and expenses connected therewith

#### PART IV

7. The salary emoluments and wages together with any expenses connected therewith of

- (a) the porters
- (b) the estate cleaners
- (c) the resident caretakers and maintenance staff
- (d) any other staff which the City shall in its reasonable discretion employ from time to time

#### PART V

8. All such other matters whatsoever in relation to which the City may reasonably incur or decide to incur any costs liabilities or outgoings in relation to the estate

9. All such other matters whatsoever in relation to which the City may reasonably incur or decide to incur any costs liabilities or outgoings in relation to the Building

### **THE SIXTH SCHEDULE**

(Further Covenants)

(1) The Tenant will not do or allow to be done in or on the premises (or any property for the time being occupied or controlled by the Tenant) anything whereby any insurance by the City of the premises or the Building or any part thereof (or any other property for the time being owned by the City) may be vitiated or prejudiced nor without the consent of the City do or allow to be done anything whereby any additional premium may become payable for the insurance of the premises or the Building or any such other property

(2) The Tenant will not obstruct any balcony forming part of the premises (including any dividing doors or screens) nor place anything there which might be or become a danger nor do or permit anything which might impede escape from the premises or other premises in case of fire or other emergency

(3) The Tenant will observe any arrangements made for the disposal and collection of ashes and refuse for the Building or the estate

(4) The Tenant will not do or permit or suffer to be done in or upon the premises or any part thereof anything of an illegal or immoral nature or any act matter or thing which in the opinion of the City may be or grow to be or become a danger nuisance or an annoyance to or to the prejudice of the City its tenants or lessees or to the owners lessees or occupiers for the time being of any premises in the neighbourhood

(5) The Tenant will not suffer the premises or any part thereof to be used for the purpose of any Exhibition of pictures or views or other things or any kind of show or spectacle to which admission shall be by payment or where although no payment be asked for admission to the premises any kind of payment or fee shall be charged or demanded after admission has been obtained or where the purchase of any article is made a condition of such admission but this covenant is not to limit prejudice or affect any other covenant herein contained

(6) The Tenant will not keep or suffer to be kept any animal or bird other than a small cage bird on the premises

(7) The Tenant will not at any time operate or play or suffer to be operated or played on the premises so as to be heard outside the premises any musical instrument or any electrical mechanical or other apparatus which produces or reproduces sound

(8) The Tenant will not beat or suffer the beating of mats or carpets on the premises nor on the landings stairs corridors or any other part of the Building or permit or suffer any rubbish or other article whatsoever to be dropped or thrown from any part of the premises or any part of the Building nor expose any washing to public view

(9) The Tenant will not carry on or suffer to be carried on upon the premises any manufacture trade or business whatsoever but will use the premises as a private dwelling in the occupation of one individual only and his or her immediate family and will at no time permit or suffer the premises to be occupied by more than  
persons

(10) the Tenant will not at any time during the term affix or exhibit or permit to be affixed or exhibited upon any part of the premises any placard or advertisement nor place or fix or suffer to be placed or fixed upon the exterior of the premises any wireless or television aerial blind window-box plant or thing whatsoever except with the prior written consent of the Director and will not at any time obstruct the passages corridors or lifts of the Building with perambulators bicycles toys invalid chairs or any other articles whatsoever

(11) The Tenant will not bring into or take away from the premises any furniture or bulky goods except between the hours of eight a.m. and sunset and then only by prior arrangement with the Director

(12) The Tenant will not ride or park any motor vehicle or ride any bicycle or permit any visitor to the premises to ride or park any motor vehicle or ride any bicycle within the environs of the estate

## THE SEVENTH SCHEDULE

### (Calculation of Price)

1. The amount taken under section 127 of the Housing Act 1985 as the value of the premises at the relevant time:

(£ )

2. The percentage of the price before discount used in calculating the discount to which the person exercising the right to buy was entitled is %

3. The amount which in accordance with a determination made by the Secretary of State is to be taken as representing so much of the costs incurred in respect of the premises as in accordance with the determination is to be treated as incurred after 31<sup>st</sup> March 1974 (or such later date as has been specified in an order made by the Secretary of State) and as relevant for the purposes of sub-section (1) of section 131 of the Housing Act 1985 is

(£ )

4. The sum prescribed by the Secretary of State pursuant to sub-section (2) of Section 131 of the Housing Act 1985 as the sum by more than which the discount shall not reduce the price: [ONE HUNDRED AND TWO THOUSAND SEVEN HUNDRED POUNDS (£102,700.00)]

5. The discount to which the purchaser was entitled under Part V of the Housing Act 1985:

(£ ) (being the percentage referred to in paragraph 2 of the amount referred to in Paragraph 1 limited so that the price is not reduced below any amount specified in Paragraph 3 and so that the price is not reduced by more than the sum referred to in Paragraph 4, less any amount deducted from the said discount pursuant to Section 130 of the Housing Act 1985)

6. The price payable for the premises in Clause 2 is

(£ )

Original

THE COMMON SEAL of THE MAYOR AND  
COMMONALTY AND CITIZENS OF THE  
CITY OF LONDON was hereunto  
affixed in the presence of:-

Counterpart

SIGNED as a DEED  
by the said

in the presence of:-

Witness signature

Witness name

Witness address