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Title Number SGL695465

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Dated

4 January

2008

MICHAEL SHANLY HOMES (LEATHERHEAD) LIMITED

(1)

VICTORIA COURT (SUTTON) MANAGEMENT COMPANY LIMITED

(2)

EDWARD GLEESON AND SUSAN ROSEMARY GLEESON

(3)

LEASE

relating to

Plot 9

Victoria Court

Mulgrave Road Sutton Surrey

Gellhorn Cooney Laugharne
Connaught House
Alexandra Terrace
GUILDFORD
Surrey
GU1 3DA

LR1. Date of Lease

4 January

2008

LR2. Title Number(s)

LR2.1 Landlord's title number(s)

SGL628829

LR2.2 Other title number(s)

LR3. Parties to this lease

Landlord

MICHAEL SHANLY HOMES (LEATHERHEAD) LIMITED of Sorbon, Aylesbury End, Beaconsfield, Bucks, HP9 1LW (Company Registration Number 4373764)

Tenant

EDWARD GLEESON AND SUSAN ROSEMARY GLEESON of 73 York Road, Cheam, Surrey, SM2 6HN

Other Parties

VICTORIA COURT (SUTTON) MANAGEMENT COMPANY LIMITED of Sorbon, Aylesbury End, Beaconsfield HP9 1LW (Company registration no 6341422)

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail

The First Schedule

LR5. Prescribed Statements etc.

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 Land Registration Rules 2003

None

LR5.2 This lease is made under, or by reference to, provisions of:

LR6. Term for which the Property is leased

**The term is as follows:-
99 Years from 1st January 2007**

LR7. Premium

TWO HUNDRED AND SIXTY-FIVE THOUSAND POUNDS (£265,000.00)

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants given in this lease by the Landlord in respect Land other than the Property

None

LR11. Easements

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

The First Schedule

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

The First Schedule

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

The parties to this lease apply to enter the following standard form of restriction against the title of the Property

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of **VICTORIA COURT (SUTTON) MANAGEMENT COMPANY LIMITED** of Sorbon, Aylesbury End, Beaconsfield HP9 1LW by its secretary or conveyancer that the provisions of clause 23 of the Second Schedule of the registered lease have been complied with"

**LR14. Declaration of trust where
there is more than one person
comprising the Tenant**

The tenant is more than one person. They are to hold
the Property on trust for themselves as joint tenants

OR

The Tenant is more than one person. They are to hold
the Property on trust for themselves as tenants in
common

OR

The Tenant is more than person. They are to hold
the Property on trust

Complete as necessary

LAND REGISTRY
LAND REGISTRATION ACT 2002
LEASE OF PART

ADMINISTRATIVE AREA Sutton
TITLE NUMBER SGL628829
PROPERTY Plot 9 Victoria Court Mulgrave Road Sutton Surrey

THIS LEASE made the day of Two Thousand And Seven
BETWEEN MICHAEL SHANLY HOMES (LEATHERHEAD) LIMITED of Sorbon, Aylesbury End, Beaconsfield, Buckinghamshire HP9 1LW (Company number 04374764) (hereinafter called "the Landlord") of the first part **VICTORIA COURT (SUTTON) MANAGEMENT COMPANY LIMITED** of Sorbon, Aylesbury End, Beaconsfield HP9 1LW (Company number 6341422) (hereinafter called "the Company") of the second part and **EDWARD GLEESON AND SUSAN ROSEMARY GLEESON** of 73 York Road, Cheam, Surrey, SM2 6HN (hereinafter called "the Tenant") of the third part

WHEREAS

Recitals

- (1) The Landlord is the registered proprietor at the Land Registry with Absolute Title of the freehold land registered under the above title number and has constructed or is in the course of constructing inter alia thereon flats houses and parking spaces
- (2) The Landlord has agreed for the consideration hereinafter appearing to demise to the Tenant (inter alia) one of the said flats on the terms hereinafter contained and have demised or will demise all the other said flats on similar terms and subject to similar covenants on the part of the Tenant and conditions as are contained in this Lease (subject only to such variations as any special circumstances may require) to the intent that the Tenant for the time being of each of the said flats may be able to enforce against the Tenant of every other of the said flats any of the said covenants a breach of which adversely affects him
- (3) The Tenant has agreed to become a member of the Company

NOW THIS DEED WITNESSETH as follows namely:

Definition Clause

1. In this Lease the following expressions have the following meanings namely:-
 - 1.1 "Plan" means the plan annexed hereto
 - 1.2 "Estate" means the land registered under Title Number SGL628829
 - 1.3 "The Estate Buildings" means the block or block of flats on the Estate
 - 1.4 "Block" means the block of flats on the Estate in which the flat hereby demised is comprised

- 1.5 "Flats" means all the flats of the Estate Buildings
- 1.6 "Flat" means the flat demised by this Lease
- 1.7 "Reserved Premises" means the Estate Buildings and the Reserved Services but except all the Flats
- 1.8 "Reserved Services" means the sewers drains water pipes pumps tanks gutters wires cables conduits and rubbish chutes and other like means of disposal or storage of soil water gas electricity television radio and other services and of soil smoke rubbish and other material or other matter which are now or may within the Perpetuity Period be in or under the Estate Buildings or any part thereof (including the Flats) or the Estate or any part thereof (hereinafter together called "Service Installations") not being Leased Services or Excluded Services as hereinafter defined
- 1.9 "Leased Services" means Service Installations used or intended for use exclusively for the benefit of the Demised Premises
- 1.10 "Excluded Services" means Service Installations used or intended exclusively for use by any other of the Flats and situate within the Demised Premises
- 1.11 "Communal Areas" means all the land within the Estate shown stippled black on the Plan excluding the site of any parking spaces and terrace balcony or patio areas of the Estate
- 1.12 "Parking Space" means the parking space or spaces shown edged blue on the Plan
- 1.13 "Perpetuity Period" means eighty years from the date of commencement of the Term
- 1.14 "Term" means the term of 99 Years commencing on 1st January 2007
- 1.15 "the Rent" means the sum of FOUR HUNDRED POUNDS (£400.00) increasing on every twentieth anniversary of the date of commencement of the Term by the sum of FOUR HUNDRED POUNDS (£400.00) or in accordance with the provisions of the Sixth Schedule to this Lease whichever is the greater
- 1.16 "Visitors Parking Space" means the car parking space as allocated by the Landlord or the Company and shown marked "V" on the Plan

Demise and Rent

- 2. In consideration of the sum of TWO HUNDRED AND SIXTY-FIVE THOUSAND POUNDS (£265,000.00) (now paid by the Tenant to the Landlord the receipt whereof the Landlord hereby acknowledges) and of the rent and covenants on the part of the Tenant hereinafter reserved and contained the Landlord HEREBY DEMISE unto the Tenant with full title guarantee ALL THAT the Flat described in the First Schedule hereto (hereinafter together called "the Demised Premises") TOGETHER with the rights but EXCEPT AND RESERVED as therein mentioned TO HOLD the same unto the Tenant for the Term YIELDING AND PAYING therefor in advance during the Term the Rent on 31st December in every year without any deduction (the first of such payments or a due proportion thereof to be made on the date hereof)

Tenant's Covenants

3. The Tenant HEREBY COVENANTS (and if more than one jointly and severally) with the Landlord and as a separate covenant also with the Company and with each of the other Tenants for the time being of any of the Flats that the Tenant will observe and perform
 - 3.1 the covenants on the part of the Tenant set out in the Second Schedule hereto; and
 - 3.2 the regulations set out in the Third Schedule hereto

Landlord Covenants

4. The Landlord HEREBY COVENANT with the Tenant:

Quiet Enjoyment

- 4.1 That the Tenant paying the rents hereinbefore reserved and performing and observing the covenants conditions and agreements on the part of the Tenant hereinbefore contained shall peaceably hold and enjoy the Demised Premises for the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for them

To grant other leases on like terms etc.

- 4.2 That the Landlord has not granted and will not hereafter grant a lease of any of the Flats except to a Tenant who has entered or will enter into similar covenants and undertake similar obligations to those on the part of the Tenant herein contained so far as applicable and that the Landlord will itself be under like obligations in respect of any of the Flats for the time being undemised

To observe and perform the Company's obligations

- 4.3 That in the event of the Company failing to observe and perform the obligations on its part contained in the Fourth Schedule hereto the Landlord shall itself undertake the obligations of the Company subject to the Tenant paying the appropriate proportion (as hereinafter defined) to the Landlord and subject to all costs charges and expenses incurred by the Landlord in so doing being paid by the Tenant and the other Tenants of the Block (in advance if required) in the same proportion as the appropriate proportion

To observe and perform the planning obligations

- 4.4 To observe and perform the obligations on the part of the Owner contained in the First Schedule of the Planning Obligation ("the Planning Obligation") made under Section 106 of the Town and Country Planning Act 1990 dated 3 August 2006 made between (1) the Mayor and Burgesses of the London Borough of Sutton ("the Council") (2) Simon Edward Cook and Gillian Kathleen Cook and (3) Gillian Phelps and to indemnify the Tenant in respect of all costs claims and demands arising from any non observance or non performance of the same

To enforce covenants of other Tenants on request and indemnification

5. The Landlord HEREBY FURTHER COVENANTS with the Tenant and (as a separate covenant) with the Company that the Landlord will upon request in writing of the Tenant or the Company enforce the covenants entered into or to be entered into by the Tenant of

any other of the Flats upon the Tenant or the Company (as the case may be) agreeing by deed in such form as the Landlord may reasonably require to indemnify the Landlord against all costs and expenses as the Landlord may reasonably require

Covenants by Company set out in Fourth Schedule

6. The Company HEREBY COVENANTS with the Tenant and (as a separate covenant) with the Landlord to perform and observe the covenants on the part of the Company set out in the Fourth Schedule hereto and the Landlord hereby grants to the Company such rights of entry onto the Estate as the Company may require to fully perform and observe the said covenants PROVIDED THAT the Company shall not be liable to the Tenant or any invitee or licensee of the Tenant for or in any way arising out of any breach or non-performance on its part of any of the said covenants unless such breach or non-performance shall have been specifically notified to the Company in writing and the Company shall have failed to remedy such breach or non-performance within reasonable time of receiving such notice

Provisos

7. PROVIDED ALWAYS AND IT IS HEREBY AND DECLARED that:

Re-entry

- 7.1 If the said rent hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether the same shall have been formally demanded or not) or if any of the covenants on the part of the Tenant herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord or any person or persons authorised by them in that behalf at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach of the covenants by the Tenant hereinbefore contained

No benefit of restrictive covenants to pass

- 7.2 The benefit of any restrictive covenant annexed to the Demised Premises or land of which the Demised Premises forms part shall not save as expressly provided herein pass to the Tenant or his successors in title

Rights and obligations to pass with Lease and reversion

- 7.3 All rights and obligations of the Landlord and Tenant respectively under these presents shall be incident to the reversion expectant on this Lease and the leasehold thereby created respectively and shall pass and devolve therewith on any alienation or devolution thereof

Landlord not liable for defects, etc.

- 7.4 The Landlord shall not be liable to the Tenant or any invitee or licensee of the Tenant for or in any way arising out of any defect or want of repair in the Estate Buildings or any part thereof (including the Demised Premises) or in any part of the Reserved Premises

Notices

- 7.5 Any notice hereby required or authorised to be given to the Landlord the Tenant or the Company respectively shall be in writing and may be given in any of the modes provided by Section 196 of the Law of Property Act 1925

Contracts (Rights of Third Parties) Act 1999

- 7.6 The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Lease and a person who is not a party to this Lease may not enforce any terms of the Lease pursuant to the Contracts (Rights of Third Parties) Act 1999

Residents Parking Permit

- 7.7 The Tenant shall not be entitled to apply for or hold a Residents Parking Permit (as defined in the Planning Obligation) and if issued with such a Residents Parking Permit shall surrender it to the Council within seven days of written demand

Clause Headings

8. The clause headings shall not affect the interpretation of this Lease

IN WITNESS whereof this Lease has been executed as a Deed by the parties hereto the day and year first before written

THE FIRST SCHEDULE

Property Demised

FIRST ALL THAT Plot Number 9 on the first floor of the Block (the site of such Flat being shown edged red on the Plan) and the floors the ceilings and the interior faces and the glass in the windows of the exterior walls and the interior face and the locks of the entrance door but excluding (i) any other part of such external walls and entrance door (ii) the joists or beams securing the ceilings of the Flat (iii) all parts of the Block above such joists or beams (iv) the joists or beams on which the floors of the Flat are laid (v) all parts of the Block below the joists or beams on which the floors of the Flat are laid and SECONDLY ALL THAT the floor surface only of any terrace patio or balcony shown edged green on the Plan and the air space above such terrace patio or balcony to a height of one storey above the surface thereof TOGETHER WITH:

Rights demised Services etc.

1. The right of passage and running storage and disposal of gas water electricity television radio and other services and of soil smoke rubbish and other materials in and through and by means of the Reserved Services and the Leased Services and all necessary rights of entry for the purpose of inspecting maintaining and repairing and renewing the same SUBJECT to the person exercising such right making good all damage thereby caused but without compensation for any temporary inconvenience PROVIDED THAT the right to the passage of water shall so far as the same relates to the supply of main water (whether or not through any tank or cistern) to the Demised Premises be subject to the payment by the Tenant to the Landlord or to the statutory water authority (as the case may require) of the water rate assessed in respect of the Demised Premises or (if and so far as the water rate is not separately assessed upon the Demised Premises or some part thereof) of a fair proportion of such assessment to be determined by the Landlord or their surveyor

Entry repairs and cleaning

2. The right at all reasonable times with or without workmen and others to enter upon any part of the Estate Buildings and the Reserved Premises for the purpose of cleansing and executing repairs or alterations to the Demised Premises PROVIDED that the Tenant shall only exercise the rights of entering other parts of the Estate Buildings at reasonable times during the hours of daylight and after giving reasonable notice of his intention to enter (except in the case of emergency) and upon the terms that the Tenant shall make good any damage thereby occasioned but so that the Tenant shall not be liable for any temporary interference with the convenience of any Tenant or occupier of the premises so entered upon

Support and Light

3. All such rights of support shelter and protection from the elements and (subject as hereinafter provided) light and air for the Demised Premises over and from other parts of the Estate Buildings and the Reserved Premises as are now enjoyed or intended to be enjoyed by the Demised Premises PROVIDED THAT the Landlord or their tenants may at any time hereafter build upon the Estate and rebuild or alter any of the parts of the Estate Buildings (including the Block) notwithstanding any interference thereby occasioned to the access of light or air to any part of the Demised Premises

Use of Communal Areas and services

4. The right (in common with the Company and the Landlord and all persons deriving title under the Landlord and the Tenants for the time being of all the other Flats) for the Tenant his servants agents licensees and invitees to use in accordance with such reasonable regulations as the Company or the Landlord may from time to time impose the Visitors Parking Space and the entrance way entrance hall staircases landings passages lift or lifts (if any) within those parts of the Block shown stippled black on the Plan and the roads footpaths drives and gardens of the Communal Areas for all purposes connected with the beneficial user of the Demised Premises and the Parking Space PROVIDED THAT the Landlord may at any time up to one year before expiry of the Perpetuity Period serve notice on the Tenant and/or the Company to vary alter relocate or otherwise close up (either permanently or on a temporary basis) such part of the Communal Areas and/or the Visitors Parking Space as it may in its absolute discretion require to facilitate development of any land adjoining or neighbouring the Communal Areas and whilst doing so to erect and retain in situ scaffolding on such part of the Communal Areas in connection with the carrying out of such development PROVIDED ALSO THAT reasonable alternative and no less materially commodious provision for access to and from the Flat and the Parking Space is made elsewhere within the Communal Areas or land adjoining or neighbouring the same

Use Communal Bin and Cycle Store Areas

5. The right in common with the Landlord and all persons authorised by the Landlord to use the communal bin and cycle store area or areas of the Estate shown on the Plan

Use of Parking Space

6. The right to the exclusive use of the Parking Space for the purpose of parking a private motor vehicle PROVIDED THAT the Landlord may at any time up to one year before the expiry of the Perpetuity Period serve notice on the Tenant to vary alter relocate or otherwise close up the Parking Space as it may in its absolute discretion require to facilitate

development of any land adjoining or neighbouring the Estate PROVIDED THAT reasonable alternative and no less materially commodious provision for the parking of a private motor vehicle belonging to the Tenant is made elsewhere within the Estate or land adjoining or neighbouring the same and in that event such alternative provision for the parking of a private motor vehicle as aforesaid shall become the Parking Space for the purposes of this Lease

Use of other common services

7. The right in common with the Landlord and all persons authorised by the Landlord to use the communal door entry and television reception apparatus of the Block

Exceptions and Reservations

EXCEPTING AND RESERVING unto the Landlord and the Company and each Tenant of every other of the Flats

Support etc.

1. All such rights of support shelter and protection from the elements and light and air from and over the Demised Premises for the other parts of the Estate Building as are now enjoyed or intended to be enjoyed by such other parts

Passage of Services

2. The right of passage and running storage and disposal of gas water electricity television radio and other services and of soil smoke rubbish and other materials in and through and by means of the Reserved Services and the Excluded Services and the right with or without workmen and others on reasonable prior notice in the daytime (except in case of emergency) to enter the Demised Premises or any part thereof for the purpose of inspection maintenance repair or renewal of the said services or any of them SUBJECT to the person exercising such right making good all damage thereby caused but without compensation for any temporary inconvenience

Entry for repairs etc.

3. The right with or without workmen and others at all reasonable times on reasonable prior notice in the daytime (except in case of emergency) to enter into and upon the Demised Premises or any part thereof to inspect cleanse repair alter renew or improve any part of the Reserved Premises (including the Estate Buildings) the person exercising such rights making good all damage thereby caused but without compensation for any temporary inconvenience

Decoration

4. The right for the Company or the Landlord to decorate or redecorate (to the exclusion of the Tenant whose obligations shall not extend thereto) the outside faces of the external walls and the entrance doors of the Flat

Resurfacing etc the Parking Space

5. The right for the Company or the Landlord (to the exclusion of the Tenant whose obligations shall not extend thereto) to repair alter renew or improve the surface of the Parking Space

Resurfacing the Patio etc

6. The right for the Company or the Landlord (to the exclusion of the Tenant whose obligations shall not extend thereto) to repair alter renew or improve the surface of the terrace patio or balcony area adjoining the Demised Premises and shown edged green on the Plan (if any)

THE SECOND SCHEDULE

Covenants by the Tenant

To pay rent

1. To pay the Rent at the time and in the manner aforesaid without any deduction whatsoever and if so required by the Landlord to pay the Rent by bankers 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

To pay outgoings

2. To pay and discharge all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Demised Premises or any part thereof or on the Landlord or Tenant or occupier in respect thereof PROVIDED THAT where any such outgoings are charged upon or payable in respect of the Block the Tenant's liability shall be limited to a due proportion of such outgoings to be determined (failing agreement) by the Landlord or their Surveyors

To Pay Value Added Tax

3. To pay Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment including rent made by the Tenant under any of the terms of or in connection with this Lease in respect of any payment made by the Landlord where the Tenant agrees in this Lease to re-imburse the Landlord for such payment

Indemnity for Costs

4. To pay on demand to the Landlord on an indemnity basis all costs fees disbursements charges and expenses (including without prejudice to the generality of the foregoing those payable to Counsel Solicitors Surveyors and Bailiffs) incurred by the Landlord in relation or incidental to:-
 - 4.1 Every application made by the Tenant for a consent or license required or made necessary by the provisions of this Lease whether the same be granted or refused or proffered subject to any lawful qualification or whether the application be withdrawn
 - 4.2 The recovery or attempted recovery of arrears of rent or any other sums due from the Tenant to the Landlord

To carry out statutory works

5. To do all such works or other things as shall under any statutory or other authority be required to be done in respect of the Demised Premises whether by the owner or occupier thereof and to conform in all respects with the provisions of and regulations made under

any general or local Act of Parliament which may be applicable to the Demised Premises or any part thereof AND to keep the Landlord and the Company fully indemnified in respect thereof

To Repair

6. From time to time and at all times during the Term to keep in good and substantial repair and condition the Demised Premises and the Landlord's fixtures and fittings and the Leased Services therein

To paint interior

7. To prepare and paint with two coats of best quality paint in a workmanlike manner all the wood iron and other parts of the interior of the Demised Premises usually painted in every fifth year of the Term and in the last year of the Term as well and after every painting to redecorate in like manner and to stop whiten and colour all such parts as are usually so dealt with and to repaper the parts usually papered with suitable paper of as good quality as that in use at the date hereof

To make good damage to adjoining property

8. To make good at the Tenant's expense to the satisfaction of the Landlord or their surveyor any damage occasioned by the exercise of the rights demised to the Tenant

To permit entry for repairs and cleansing

9. To permit the Landlord and the Company and the Tenant or occupier of any other of the Flats and their respective agents or workmen at any time or times during the Term at reasonable hours in the daytime upon giving reasonable notice (except in the case of emergency) to enter upon the Demised Premises for the purpose of inspecting cleansing and for executing repairs or alterations upon or to the Reserved Premises or any other of the Flats without unreasonable delay and making good to the Tenant all damage thereby occasioned but without compensation for any temporary damage or inconvenience

Not to make alterations without consent

10. Not at any time during the Term to make any structural addition or alteration to the Flat and not to remove alter or reposition any partition wall or walls nor make any openings in any of them (any of the foregoing being referred to in this clause as "Works") without the previous written consent of the Landlord (and to pay the fees required by the Landlord with any application for such consent as required by clause 4 of this Schedule being not less than £100.00 plus VAT prior to any Works being carried out or not less than £150.00 plus VAT for any Works already completed where such consent is sought retrospectively) nor without the Landlord prior written consent as aforesaid to carry out any operation constituting development within the meaning of the Town and Country Planning Acts or any statutory amendment or replacement thereof or any building regulation for the time being in force

To use as private residence only

11. Not to use or occupy nor permit the Flat to be used or occupied for any purpose whatsoever other than as a private residence in the occupation of a single household

Parking Space

12. Not to use the Parking Space other than for the parking of a roadworthy private motor car

To comply with amendments and additions to regulations in the Third Schedule

13. To comply with and observe such amendments or additional regulations to those set forth in the Third Schedule hereto as the Company or the Landlord may (consistently with the provisions of this Lease) make to govern the use of the Estate Buildings and the Estate in the general interests of the residents

No inflammable material

14. Not to store petrol or other inflammable material in the Demised Premises or (apart from in the tank of any vehicle parked thereon) on the Parking Space

No spoil or waste or nuisance

15. Not to do or permit any waste spoil or destruction to or upon the Demised Premises nor to do or permit any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Landlord or their tenants or the tenants or occupiers of adjoining premises and in particular of any other Flats or the neighbourhood or whereby any insurance for the time being effected on the Demised Premises may be rendered void or voidable or whereby the rate of premium may be increased

To pay costs of abating nuisance

16. From time to time during the Term to pay all costs charges and expenses incurred by the Landlord in abating a nuisance arising from any act default or neglect of the Tenant and executing all such works as may be necessary for abating a nuisance in obedience to a notice served by a Local Authority

To permit Landlord and Company to enter and view

17. To permit the Landlord and the Company or either of them or its or their agents with or without workmen and others at all reasonable times upon giving reasonable notice (except in the case of emergency) during the Term at convenient hours in the daytime to enter the Demised Premises to view and examine the state and condition of the Demised Premises and of all decays defects and wants of repair as shall be then and there found for which the Tenant may be liable hereunder to give the Tenant notice in writing and that the Tenant will remedy repair and amend the same within two calendar months then next following the service of such notice

Landlord or Company may enter and repair

18. That if the Tenant shall make default in any of the covenants hereinbefore contained for or relating to the repair or painting of the Demised Premises it shall be lawful for the Company to enter upon the Demised Premises and repair the same at the expense of the Tenant in accordance with the covenants and provisions of these presents and the expense of such repairs shall be repaid by the Tenant to the Company on demand with interest at FIVE per centum per annum above the base lending rate of Barclays Bank PLC or such other comparable base rate as the Landlord may from time to time reasonably nominate in writing from the date of demand

To yield up in good repair

19. To quietly yield up to the Landlord all of the Demised Premises painted repaired and kept as aforesaid at the expiration or sooner determination of the Term together with all additions and improvements made thereto in the meantime and all fixtures of every kind in or upon the Demised Premises except tenant's fixtures

To pay costs of notices under Section 146

20. To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to a Surveyor) which may be incurred by the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 (whether or not any right of re-entry or forfeiture has been waived by the Landlord or the Tenant has been relieved under the provisions of the said Act) in respect of the Demised Premises whether incurred in or in contemplation of proceedings under Section 146 or 147 of that Act
21. To pay to the Landlord all expenses including Solicitors' costs and Surveyors fees incurred by the Landlord of and incidental to the service of all notices and schedules relating to wants of repair to the Demised Premises accrued not later than the expiration or sooner determination of the Term but whether such notices and schedules be served before or after such expiration or sooner determination

Alienation

22. Not to transfer assign underlet or charge part only of the Demised Premises
23. Not to transfer assign or part with possession of the whole of the Demised Premises except that this covenant shall not prevent the transfer or assignment of the whole of the Demised Premises to a transferee or assignee who
 - 23.1 has become a member of the Company; or
 - 23.2 shall have made written application to the Secretary of the Company to become a member of the Company; and
 - 23.3 shall in the transfer or assignment to him covenant directly with the Company to observe and perform the covenants on the part of the Tenant and the conditions contained in this Lease
24. Not to underlet the whole of the Demised Premises (except in the case of a sub-letting at a rack rent without payment of a premium which does not confer security of tenure on the intended underlessee) without obtaining the written consent of the Landlord (which shall not be unreasonably withheld) and to supply to the Landlord full details of any proposed underlessee and up to three references (as required by the Landlord) concerning the underlessee and to procure that such underlessee at his own expense enters into direct covenants with the Landlord and the Company and each of them in such form as may reasonably be required by the Landlord or the Company to perform and observe all the Tenant's covenants and all other provisions contained in this Lease during the term of such underlease or tenancy
25. Within 21 days of any transfer assignment charge underlease or sub-underlease or any transmission or other devolution relating to the Demised Premises to give notice of it in writing with full particulars to the Landlord or its Solicitor and also to the Company and also if required by the Landlord and/or the Company to produce to the Landlord and/or the

Company such deed or document or a certified copy of it and to pay for each such notice such reasonable fee as shall from time to time be stipulated by the Landlord and/or Company (in the case of the fee payable to the Landlord being not less than One Hundred and Fifty Pounds (£150.00) plus Value Added Tax) PROVIDED THAT in cases of assignment or transfer and a mortgage the fee shall only be payable in respect of one of such matters

To pay Company's Maintenance Charge

26. Duly to pay to the Company at the times and in the manner set out in the Fifth Schedule hereto all sums as shall under the provisions of that Schedule be payable in respect of the Demised Premises

Interest

27. To pay to the Landlord or the Company as the case may be interest on all sums (whether rent or of any other kind) payable by the Tenant to the Landlord or to the Company which are unpaid fourteen days after the same shall become due at the rate of five percent per annum above the base lending rate of Barclays Bank PLC from time to time current during the time such interest shall accrue or such comparable base rate as the Landlord may from time to time reasonably nominate in writing from the date of demand until the date of payment

Windows

28. To clean the internal and external surfaces of all windows of the Flat at least once in every three months

Visitor Parking Spaces

29. Each Tenant shall procure that no private motor car belonging to him his servants agents licensees and invitees shall be parked or remain stationary on the Visitors Parking Space for more than sixteen hours in any twenty four hour period

THE THIRD SCHEDULE

Regulations to be observed by the Tenant

1. The floors of all rooms of the Flat (except bathroom kitchen and W.C.) shall be suitably carpeted or covered with a floating timber floor system or other suitable covering which complies with current regulations relating to the non transference of sound and all reasonable precautions taken (including the placing of rubber or cork insulators) to deaden the sound of sewing machines dishwashers washing machines or other household machines radios television sets pianos or other musical instruments or sound reproduction equipment
2. No musical instrument radio television set loud-speaker or other mechanical instrument of any kind shall be played or used or household machines used or noise made:
 - 2.1 Between the hours of twelve midnight and eight o'clock in the morning or between such other times as the Company shall decide so as to be audible outside the Flat or so as to cause annoyance or disturbance to the occupier of any other Flats or
 - 2.2 At any time so as to cause annoyance or disturbance to the occupier of any other Flat

3. The communal parts of the Block shall not be encumbered with bicycles prams boxes or other objects and entrance doors to the Flats shall be kept closed
4. No dirt rubbish rags or other refuse shall be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat
5. No name writing drawing signboard notice placard or advertisement of any kind shall be put on or in any windows or the exterior of the Flat (other than a notice to be approved by the Company indicating that a particular Flat is to be sold or let)
6. The communal parts of the Estate shall be used as quietly as possible and in particular between the hours of twelve midnight and eight o'clock in the morning
7. No children shall be allowed to play and no undue noise shall be made in the communal parts of the Block or the Estate
8. No external satellite dishes wireless or television aerials shall be erected by the Tenant on any part of the Demised Premises
9. No milk bottles or any other item shall be placed where it could or might cause a nuisance annoyance or inconvenience to owners tenants or occupiers of any Flats
10. No clothes window boxes flowerpots or other articles shall be hung or exposed and no mat or carpet shall be shaken at the windows of the Flat
11. No bird dog or other animal shall be kept on the Flat without the previous written consent of the Company and should such permission be given then dogs should be kept on the lead in all parts of the Reserved Premises PROVIDED nevertheless that such consent may be revoked at any time if in the opinion of the Company the bird dog or animal shall become a nuisance to the owner or occupier of any other Flat
12. Each Tenant shall ensure that curtains or blinds are fitted in all windows of the Flat
13. Each Tenant shall procure that no motor car or other vehicle belonging to him or to his servants licensees or visitors or under his or their control shall whilst on the Estate:-
 - 13.1 Travel at an excessive speed or at a speed in excess of any speed limit which may at the discretion of the Company be imposed by the Company from time to time
 - 13.2 Travel over or remain on any footpath grass verge lawn or garden
 - 13.3 Be parked or remain stationary except temporarily in an approved parking space

THE FOURTH SCHEDULE

Covenants by the Company

To insure

1. To insure the Estate Buildings and keep them insured against loss or damage by fire storm impact or aircraft and such other risks as are included in a flat owner's comprehensive policy with such insurance company of repute as the Landlord may decide and through such agency as the Landlord may nominate to an amount equal to the full replacement value thereof plus surveyor's and architect's fees and to effect such other insurances of or in respect of property owner's liability or other risks as the Landlord shall consider reasonable

and to make all payments necessary for these purposes within seven days after the same become payable and to produce to the Tenant on demand the policies of such insurance and the receipts for such payments Such insurance to be effected in the joint names of the Landlord the Company and the Tenant with regard to the Demised Premises and in the event of the Demised Premises or any other part of the Estate Buildings being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out all insurance monies received by the Company in respect of the Demised Premises for the repair rebuilding or reinstatement of the Demised Premises or any other part of the Estate Buildings so damaged or destroyed

To maintain the Reserved Premises

2. At all times during the Term to maintain the Reserved Premises in good and substantial repair and condition (except as regards damage caused by or resulting from any act or default of the Tenant or any person deriving title under the Tenant) making all necessary renewals and replacement as may be required thereto

To paint exterior

3. To paint the exterior wood and iron and cement work of the Estate Buildings and all additions thereto with two coats of exterior quality paint in a proper and workmanlike manner at least once in every three years of the Term

To redecorate common parts

4. To redecorate the interior communal parts of the Estate Buildings in a proper and workmanlike manner at least once in every five years of the Term

To maintain etc the Communal Areas

5. To maintain the Communal Areas in good order and condition with the roads footpaths and drives properly maintained and the gardens and other landscaped parts thereof properly planted with shrubs in due season and free from weeds and clean and tidy and free from all obstruction and carefully to preserve the timber trees and all ornamental trees and replace such of the shrubs or trees as may die or require replacement

To employ necessary staff

6. To employ such staff or contractors as may be reasonably required to carry out all necessary works of maintenance cleaning and repairs and such other duties as are necessary for the proper running and management of the Reserved Premises and the Communal Areas

To insure the Communal Areas

7. To effect such insurances of or in respect of property owner's liability or other risks as the Landlord shall consider reasonable in relation to the Communal Areas and to make all payments necessary for these purposes within seven days after the same become payable

To maintain Parking Spaces

8. At all times during the Term to maintain and keep tidy the Parking Space and other parking spaces within the Estate (including the Visitor Parking Space) and to resurface the same at such times as the Company shall consider necessary

To maintain etc lighting

9. To operate energize and maintain the lighting columns and any equipment or apparatus ancillary thereto situated within the Communal Areas

To light and clean common parts

10. To keep the entrance halls landings lift(s) and staircases of the Block clean and suitably lighted and the services thereof (including in particular but without prejudice to the generality of the foregoing the communal door entry system or similar apparatus) in good working order and condition

To clean windows

11. To clean all the internal and external surfaces of all windows within the Reserved Premises (if any) at least once in every three months

To maintain etc a communal television system

12. To provide inspect maintain rent renew and insure (as appropriate) any fire fighting appliances and communal television and telecommunication reception apparatus and such other equipment relating to the Block by way of contract or otherwise as the Company may from time to time consider necessary or desirable for the carrying out of the acts and things mentioned in this Schedule

To maintain Patios etc

13. At all times during the Term to maintain and keep tidy the patio terrace or balcony area adjoining the Demised Premises (if any) and any other patio terrace and balcony areas within the Estate and to resurface the same at such times as the Company shall consider necessary

To Provide Certificate

14. To provide the Lessee on demand with a certificate for the purposes of clause LR13 provided that the provisions set out in clause 23 of the Second Schedule hereto shall have been reasonably complied with

THE FIFTH SCHEDULE

Provisions Governing Maintenance Charges

Amount or Charge

1. The maintenance charge for the Flat shall be a sum equal to one eighteenth (1/18th) of the aggregate cost to the Company of complying with the Company's covenants set out in the Fourth Schedule and providing such reserves for future anticipated maintenance in relation thereto as the Company shall from time to time think desirable (the said proportions being hereinafter referred to as "the appropriate proportions")
2. The amount of the maintenance charge as aforesaid shall be adjusted to take into account any sums received by the Company as a contribution towards the cost of the matters mentioned in the Fourth Schedule from the owners tenants or occupiers of any adjoining or neighbouring properties to the Estate

Provision for Variation of Appropriate Proportion

3. If in the opinion of the Landlord it should at any time become necessary or equitable so to do the Landlord shall have the power to recalculate on an equitable basis the appropriate proportions (or either of them) and to notify the Tenant accordingly
4. In such case as from the date specified in such notice the amount of the appropriate proportions (or either of them) so notified shall be substituted in place of the appropriate proportions set out in the Fifth Schedule and all references in this Lease to a maintenance charge shall be construed as references to a maintenance charge as so altered

Costs to be included

5. The cost to the Company of complying with its covenants shall be deemed (without prejudice to the generality of the foregoing words) to include
 - 5.1 The costs of and incidental to compliance by the Company with every notice regulation or order of any competent local or other authority
 - 5.2 All fees charges and expenses payable to any solicitor accountant surveyor agent or architect employed or instructed in connection with any question arising on the maintenance or management of the Block and the curtilage or the Reserved Premises or the ascertainment of the maintenance charge
 - 5.3 The cost of insuring against claims of third parties
 - 5.4 The cost of purchasing or hiring any equipment used for the benefit of residents of the Flats
 - 5.5 All administration accountancy legal and other costs of the Company in carrying on its business and the costs and expenses of the incorporation of the Company
 - 5.6 The cost of the electricity or other services consumed in the performance of the Company's covenants in this Lease

Half Yearly minimum payments

6. The Tenant shall on account of the maintenance charge pay to the Company on the signing hereof and thereafter on 1 January and 1 July in each year of the Term a sum (hereinafter called "the minimum payment") determined as hereinafter provided the second of such payments to be made on whichever of the afore mentioned dates occurs first after the date of this Lease

Amount of minimum payments

7. The minimum payment shall be the sum of **FOUR HUNDRED AND EIGHT POUNDS (£408.00)** or such greater sum as the Directors of the Company may by resolution of its directors determine from time to time to be the appropriate proportion of the amount reasonably required to enable the Company to cover its outgoings for the relevant year

Additional payments on account of maintenance charge

8. The Tenant shall also pay on account of the maintenance charge to the Company within fourteen days of written demand from the Company or the Landlord on its behalf (but not more than once in any one year) the appropriate proportion of such a sum (additional to the

minimum payments) as the Company may by resolution of its directors determine in any year of the Term to be requisite to cover any actual or expected deficiency in the cash resources of the Company to meet the actual or expected outgoings of the Company in such year .

Certificate of Company and payment of balance

9. As soon as practicable after the expiration of each year ending on 31 December the Company shall ascertain and certify the amount of the actual maintenance charge for the preceding twelve months and the amount standing to the credit of the reserve fund and serve on the Tenant a copy of such certificate (which shall be binding and conclusive on the Company and the Tenant and any balance remaining to be paid by the Tenant after giving credit for the interim payments made by the Tenant in respect of such year shall be paid by the Tenant within fourteen days of the service of such certificate or (if there is a balance repayable to the Tenant) such balance shall be repaid by the Company within the like time PROVIDED that the Company may at its absolute discretion defer until three months after 31 December next following the date of the demise of the last of the Flats to be demised the ascertainment and certification of the maintenance charge for any year of the Term ending prior to such date

THE SIXTH SCHEDULE

The Additional Rent

1. In this Schedule
- 1.1 "the Index" means the Retail Prices Index published by HM Stationery Office or any official publication substituted for it
- 1.2 "the Additional Rent" means the additional rent calculated by reference to the Index as provided below
2. The Tenant covenants to pay to the Landlord by way of additional rent a sum calculated using the formula:

$$AR = \frac{(X-Y) \times R}{Y}$$

where "AR" means the Additional Rent "R" means the Rent "X" means the last monthly figure shown in the last edition of the Index published before the Landlord make a calculation of the Additional Rent as provided below and "Y" means the figure shown in the Index for January 2007 PROVIDED THAT:

- 2.1 In the event of any change after the date of this Lease in the reference base used to compile the Index the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index if the reference base current at the date of this Lease had been retained
- 2.2 If it becomes impossible because of any change after the date of this Lease in the methods used to compile the Index or for any other reason whatsoever to calculate the Additional Rent by reference to the Index or if any dispute or question whatsoever arises between the parties to this Lease with respect to the construction or effect of this clause the dispute or question shall be determined under the Arbitration Act 1996 (or any statutory modification or re-enactment of it for the time being in force) by a single arbitrator who shall have full power to determine

what would have been the increase in the Index had it continued on the basis and giving the information assumed to be available for the operation of this clause

3. The Additional Rent (if any) shall be calculated by the Landlord by reference to the last monthly figure shown in the Index last published before every twentieth anniversary of the date of commencement of the Term and shall be added to the sum payable by the Tenant on the occasion of each such increase
4. The Landlord shall give written notice to the Tenant of any Additional Rent becoming due as mentioned above before every twentieth anniversary of the date of commencement of the Term

Sign below

EXECUTED AS A DEED by affixing the Common Seal of **MICHAEL SHANLY HOMES (LEATHERHEAD) LIMITED** in the presence of:

Director

Director / Secretary

Sign below

EXECUTED AS A DEED by **VICTORIA COURT (SUTTON) MANAGEMENT COMPANY LIMITED** acting by two directors or a director and its secretary:

Director

Director / Secretary

We certify this to be a true copy of the original

OUVRY GOODMAN & CO
65 Carshalton Road
SUTTON SM1 4LH



PLAN

Notes	
A	11.6.02
History/last revised. Plot and parking bay numbers updated. Roof Plan added. L&B added.	
Rev.	Description

© This drawing is the copyright of MICHAEL SHANLY HOMES	
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Drawn By	CUO DUN FLANNERY
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Project	Proposed Redevelopment 31 - 33 Mulgrave Road Sutton
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Michael Shanly
Homes

SOUTHERN
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Tel: 01878 510000 Fax: 01878 220019
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Drawing Title	Conveyance Plan
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Scale	1:500
Drawing No.	912/119
Revision	A



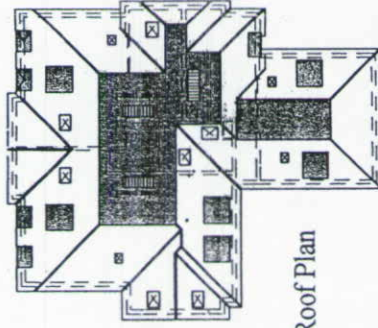
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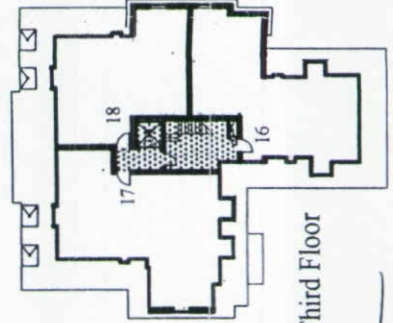
Areas to be maintained by
Management Company



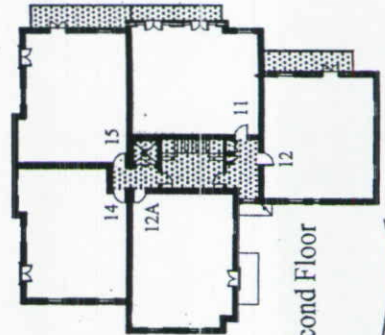
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maintenance responsibility



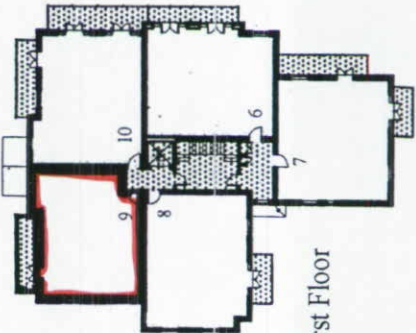
Roof Plan



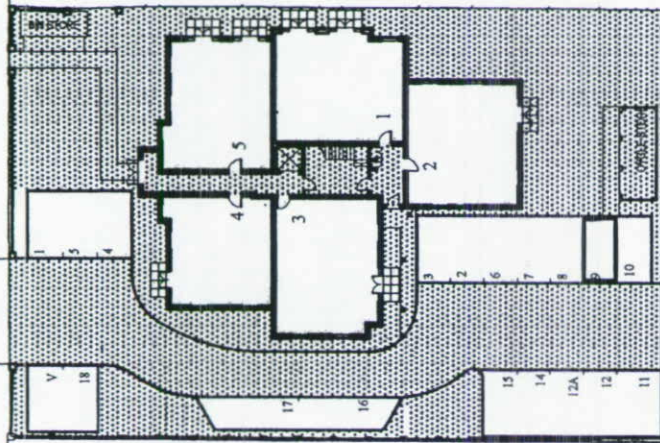
Third Floor



Second Floor



First Floor



Ground Floor

Mulgrave Road

Cadogan Court

No. 18-29

No. 7-9

No. 10-18

No. 35

No. 37
Flat 1-15