DATED **2020**

LEASE

relating to

FLAT 43 ALLEN STREET SHEFFIELD S3 7AW

between

FRASER MORGAN (ALLEN STREET) LIMITED

and

NURTUR STUDENT LIVING LTD

and

LONDONIST DMC LTD

City House
3 Cranwood Street
London EC1V 9PE
Tel: 0207 549 7888
Fax: 0207 549 7889
www.dklm.co.uk

PARTICULARS

LR1.	**Date of lease**	
LR2.	**Title Number(s)**	
LR2.1	Landlord's title number(s)	SYK506661
LR2.2	Other title numbers	None
LR3.	**Parties to this lease**	
	Landlord	**FRASER MORGAN (ALLEN STREET) LIMITED** incorporated and registered in England and Wales with company number 11277628 whose registered office is at 3rd Floor 207 Regent Street, London, W1B 3HH.
	Tenant	**LONDONIST DMC LTD** incorporated and registered in England and Wales with company number 08392889 whose registered office is at 5 Great James Street London WC1N 3DB
	Management Company	**NURTUR STUDENT LIVING LTD** incorporated and registered in England and Wales with company number 11652544 whose registered office is at Lauren House 37a Wakefield Road, Tandem, Huddersfield HD5 0AN
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 Flat shown edged red and numbered 43 on the plan annexed hereto being part of the land comprised in the Title Number referred to below and situated on the ground floor of the Block and known as Allen Street Sheffield S3 7AW
LR5.	**Prescribed statements etc.**	None
LR6.	**Term for which the Property is leased**	The term is as follows: 250 years commencing on and including the date hereof
LR7.	**Premium**	£75,000.00
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 of Land other than the Property**	None
LR11.	**Easements**	
LR11.1	Easements granted by this lease for the benefit of the Property	The rights specified in the Second Schedule Part I
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in the Second Schedule Part II
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 "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 by Nurtur Student Living Ltd incorporated and registered in England and Wales with company number 11652544 whose registered office is at Lauren House, 37a Wakefield Road, Tandem, Huddersfield HD5 0AN or their conveyancer that the provisions of paragraph 8(b), 9(b) and 9(c) of the third schedule of a lease dated the day of 2020 and made between Fraser Morgan (Allen Street) Limited (1) Londonist DMC Ltd (2) and Nurtur Student Living Ltd (3) have been complied with or that they do not apply to the disposition"
LR14.	**Declaration of trust where there is more than one person comprising the Tenant**	

THIS LEASE is made the day of 2020

BETWEEN:

(1) **FRASER MORGAN (ALLEN STREET) LIMITED** incorporated and registered in England and Wales with company number 11277628 whose registered office is at 3rd Floor 207 Regent Street, London, W1B 3HH ("the Company")

(2) **LONDONIST DMC LTD** incorporated and registered in England and Wales with company number 08392889 whose registered office is at 5 Great James Street London WC1N 3DB ("the Tenant")

(3) **NURTUR STUDENT LIVING LTD** incorporated and registered in England and Wales with company number 11652544 whose registered office is at 37a Wakefield Road Tandem Huddersfield HD5 0AN ("the Management Company")

1. **Consideration and Demise**

1.1 For the purposes of this Lease the following expressions shall have the following meanings:-

"Price" £75,000.00

"Property" The **Flat** shown edged red and numbered 43 on Plan 1 being part of the land comprised in the title above referred to situated on the ground floor of the Block.

"Rent" means the yearly rent of **Two Hundred and Seventy Five pounds** payable by 4 equal instalments in **arrears** on the 1 January 1st April 1 July and 1st October in each year as adjusted pursuant to the provisions of Clause 8 hereof

"Term" means the term of 250 years commencing on the date hereof.

1.2 In consideration of the Price (the receipt whereof is hereby acknowledged) and the covenant on the part of the Tenant to pay the Rent to the Company

1.2.1 Demises to the Tenant with full title guarantee the Property

1.2.1.1 with the benefit of the rights in the terms specified in Part I of the Second Schedule; but

1.2.1.2 subject to the rights in the terms specified Part II of the Second Schedule; and

1.2.2 Assigns to the Tenant the benefit (so far as the same attaches to the Property) of all covenants made with the Company by any other person who is the registered proprietor of any part of the Development

TO HOLD the same for the Term paying the Rent the first payment of which (or a proportionate part thereof) to be made on the date hereof

2. **Definitions**

In this Lease the following definitions shall also apply:-

"Block"	The block of student accommodation of which the Property forms part
"Buildings"	All buildings and other structures (and any structures incidental to the userthereof) and any Service Installations now or hereafter constructed on over or beneath the Development
"Common Parts"	All parts of the Development including the Main Structure pedestrian ways forecourts drives car parking spaces bin stores gardens and landscaped areas not comprised in the Leases including (but not restricted to) lifts cleaning cupboards landings and staircases (excluding the lift/plant or machinery rooms)
"Development"	The land shown edged green on Plan 2 and the Buildings on over or beneath such land (but excluding the Property)
"Flat"	The part or parts of the Buildings (including any balcony or terrace therewith) bounded by the Main Structure forming part of the floors exterior walls and ceilings thereof and one half of all other walls dividing the same from the Development (the position and extent whereof is indicated and edged red on Plan 1) which said part or parts of the Buildings includes the items referred to in Part I of the First Schedule
"Index"	means the Retail Prices (All Items) Index published by the office for National Statistics or any official publication substituted therefor or any other index substituted therefor in accordance with the provisions of Sub-clause 8.2 hereof
"Leases"	Any leases granted or to be granted by the Company of any flats comprised in the Development
"Main Structure"	All structural parts of the Buildings more particularly described in Part II of the First Schedule
"Maintenance Charge"	means (subject to the Agreement and Declaration in relation thereto contained in paragraph 8 of the Seventh Schedule) in relation to the Buildings and the Common Parts a sum equal to the total amount spent or to be spent by the Management Company on the matters specified in the Fifth Schedule and so far as the same relate the matters specified in Part II of the Sixth Schedule as estimated or adjusted in accordance with Part I of the Sixth Schedule divided by the number of flats within the Development including the Property
"Nominated Insurer"	Such insurance company as the Company shall from time to time nominate

"Plan 1" the plan numbered 1 annexed hereto

"Plan 2" the plan numbered 2 annexed hereto

"Review Dates" means (subject to the provisions of Clause 8.4 hereof) the tenth and each successive tenth anniversary of the Term.

"Service Installations" all drains channels sewers pipes wires cables installations watercourses gutters aerials and satellite dish and any other conducting media whatsoever and any structures or equipment incidental to the user thereof now or hereafter constructed or laid on over or beneath the Development

3. **Tenant's Covenants**

3.1 The Tenant covenants with the Company and the Management Company and also as a separate covenant with every other person who is the registered proprietor of any part or parts of the Development and each and every part thereof and with the intention of binding the Property in the terms specified in the Third Schedule

3.2 If requested by the Company (at its absolute discretion) the Tenant shall become an officer of the Management Company.

4. **Company's Covenants**

The Company covenants with the Tenant in the terms specified in the Fourth Schedule

5. **Management Company's Covenants**

The Management Company covenants severally with the Company and the Tenant as follows:-

5.1 In relation to the Buildings and the Common Parts in the terms specified in the Fifth Schedule; and

5.2 Upon receipt of any application made pursuant to paragraph 8 of the Third Schedule (but subject to the Rent and Maintenance Charge having been paid at least up to the date of such application) the Management Company shall immediately consent in writing to the registration of the person named therein as proprietor at H.M. Land Registry.

6. **Maintenance Charge Covenants**

The Management Company and the Tenant each covenant with the other and the Company in the terms specified in Part I of the Sixth Schedule

7. **Agreements and Declarations**

The Company the Management Company and the Tenant agree and declare:-

7.1 in the terms specified in the Seventh Schedule; and

7.2 that all the said Schedules are imported into the operative part of this Lease; and

7.3 that this Lease is made on the condition that if any sums payable hereunder shall at any time be in arrears or unpaid for 21 days after the same shall have become due or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions on the part of the Tenant herein contained then it shall be lawful for the Company to re-enter upon the Property or any part thereof and peaceably hold and enjoy the Property thereafter as if this Lease had not been granted and this demise shall thereupon absolutely determine but without prejudice to any rights of action or remedy of the Company and the Management Company

8. **Rent Review**

8.1 The Rent hereby reserved shall on each of the Review Dates be adjusted (but subject to the Rent never falling below the rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Rent or restriction on the right to collect it) by reference to any percentage change in the Index between :-

8.1.1 (in relation to the first of the Review Dates) the figure published immediately prior to the term commencement date and the figure published immediately prior to the first Review Date and

8.1.2 (in relation to each of the subsequent Review Dates) by reference to any percentage change in the Index between the figure published immediately prior to the previous Review Date and the figure published immediately prior to the Review Date in question

8.2 In the event of the Index ceasing to be published or if for any other reason it becomes impossible to apply it then the Management Company and the Tenant shall agree a suitable alternative Index for the purpose of this Clause

8.3 If the reference base used to compile the Index shall change at any time during this Lease the figure shown in the relevant Index after the change shall be the figure which would have been shown in the relevant Index if the reference base had not changed

8.4 If on any of the Review Dates there shall be in force legislation which:-

8.4.1 prevents restricts or modifies any revision or increase in the Rent (or the Management Company's right to receive the same) pursuant to the provisions of this Lease; or

8.4.2 prohibits or restricts (as a result of the amount of the increased Rent that would otherwise be payable):-

8.4.2.1 the charging of any premium on an assignment or transfer of this Lease or

8.4.2.2 the right of the Management Company to receive the Rent and\or the Maintenance Charge provided for herein or to enforce the covenants herein contained on the part of the Tenant

then the Review Date affected thereby shall be postponed until the expiration of three months from the date upon which such prevention restriction or modification is removed relaxed or modified and the Management Company shall then be entitled to recover any resulting increase in the Rent with effect from the postponed Review Date as shall then be permitted by law Provided That nothing herein shall be construed as varying any subsequent Review Date.

8.5 If the revised Rent has not been ascertained pursuant to the foregoing provisions on the relevant Review Date:-

8.5.1 the Tenant shall continue to make payments at a rate equal to the Rent payable immediately before the relevant Review Date (such payments being on account of the revised Rent to be ascertained) and

8.5.2 on the date for payment of Rent next following the ascertainment of the new Rent the amount payable by the Tenant to the Management Company by way of rent shall be increased or decreased to reflect the amounts which would have been payable if the revision of the Rent had been ascertained on the relevant Review Date and no interest shall be payable on any additional amount provided the same is paid within seven days of such date

8.6 Any dispute as to the amount of any adjustment to the Rent by reference to the Index pursuant to Clause 8.1 or in relation to any new Index to be used in the circumstances set out in Clause 8.2 or any postponement of a Review Date pursuant to Clause 8.5 shall be determined in exactly the same manner as provided for in paragraph 4 of Part I of the Sixth Schedule hereto

FIRST SCHEDULE

PART I
(Definition of **Flat**)

There shall be included in the **Flat:**-

(a) One half of all non-structural internal walls dividing the same from any adjoining flats or internal parts of the Common Parts of the Buildings (and such walls shall be deemed to be party walls and maintainable as such) and the whole of all other internal walls;

(b) Any screed floorboards plasterboards panels tiles and other fixings and finishes upon the inner surface of the Main Structure of the floors external walls and ceilings thereof;

(c) The glass of windows and internal doors (including glass and fastenings);

(d) All doors other than communal doors;

(e) All Service Installations comprised therein exclusively serving the same but not those used in common;

(f) Where the same includes a balcony or terrace the fixings and finishes upon the surface of the floor and the interior of any walls or ceilings thereof and the airspace to the ceiling level thereof;

(g) All other non-structural internal parts thereof not specifically hereinbefore mentioned (but excluding the roof voids and all parts of the Main Structure therein)

PART II
(Definition of Main Structure)

There shall be included in the Main Structure:-

(a) The foundations of the Buildings

(b) The external walls of the Buildings (excluding any items fixed thereto as mentioned in paragraph (b) of Part I hereof) and any rendering tiling or other fixings and finishes upon the exterior thereof;

(c) Any joists and floor-slabs and the internal structure of any loadbearing supporting or retaining floor walls beams columns or ceilings of the Buildings and all other similar structural parts thereof;

(d) The roofs over the Buildings and roof voids accessing the roofs;

(e) The whole of the boundary walls or fences dividing any garden land comprised in any Flats
from the Common Parts;

(f) All window frames and communal doors

SECOND SCHEDULE
PART I
(Rights Granted)

The right for the Tenant and all persons authorised by the Tenant (in common with all other persons having a similar rights):-

Access

(a) To pass with or without vehicles along those parts of the Common Parts intended for vehicular use and on foot only over any footpaths comprised therein

Pedestrian Access

(b) To pass on foot along halls corridors staircases landings and other footways comprised in the Common Parts

Services

(c) **To** use the Service Installations comprised in the Development for the passage of water sewage gas electricity and other services

Aerials

(d) To use any communal aerial system or other communal transmission media comprised in the Development

Refuse

(e) To use the bin store comprised in the Common Parts designated for the benefit of the Property

Recreational Areas

(f) To use the grounds intended for recreational use and comprised in the Common Parts for recreation purposes in a quiet and peaceful manner

Other Facilities

(g) To use any facilities or things provided for the common use of the Tenant and the registered proprietors of the titles to the Leases

Projections

(h) To retain in place any parts of the Property which overhang or protrude into the Development

Support

(i) To have the Property supported and protected by all parts of the Development and the adjoining Buildings comprised in the Development

Entry

(j) To enter upon the Development (other than the site of any electricity sub-station or similar installation and lift/plan or machinery rooms) at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing the Property and the Service Installations comprised in the Development

Parking

(k) No rights are granted to use the Parking Spaces within the development for the use of owners, occupiers of the Property or their guests.

PART II

(Rights Reserved)

1. The rights (which so far as not already created or hereby reserved) of the registered proprietor from time to time of any part or parts of the Development and all persons authorised by them (in common with all others having a similar rights:-

Services

(a) To use the Service Installations comprised in the Property for the passage of water sewage gas electricity and other services;

Projections

(b) To retain in place any parts of the Buildings comprised in the Development which overhang or protrude into the Property;

Protection

(c) To have all parts of the Development and the adjoining Buildings comprised in the Development supported and protected by the Property

Entry

(d) To enter upon the Property at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing all parts of Buildings comprised in the Development and the Service Installations comprised in the Property and the roof void accessed directly from the Property

2. **Future Services**

Subject to making good any damage caused, the right for the Company and all persons authorised by it to enter upon the Property at all reasonable times (and at any time in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (and any structures incidental to the user thereof) within the Property so far as the same may be required by any statutory authorities or services supply

companies in connection with the supply of services usually provided or maintained by them

THIRD SCHEDULE

(Covenants by the Tenant)

1. **Maintenance Charge, Rent, Interest and Taxes**

(a) (i) To pay to the Management Company the Maintenance Charge and to the Company the Rent on the days and in the manner herein provided without any deduction (whether by way of set off lien charge or otherwise) whatsoever;

(ii) That in the event of the Maintenance Charge the Rent or any other sum payable in accordance with the terms of this Lease (or any part or parts of the same) remaining unpaid five working days after the same shall have become due (whether formally demanded or not) the Tenant shall pay interest at the rate of 4 per cent per annum above the Base Rate of National Westminster Bank Plc prevailing from time to time or at the rate of 4% (whichever shall be the higher) upon the amount remaining unpaid from the date upon which it became due to the date of payment of such Maintenance Charge Rent or other sum being deemed to be rent recoverable by the Management Company or the Company as appropriate as rent in arrear.

(b) To pay all existing and future council or other taxes rates assessments charges and outgoings whatsoever payable in respect of the Property.

2. **Repair**

To keep the Property including the Service Installations exclusively serving the Property with all erections and improvements which may hereafter be made in a good state of repair and condition.

3. **Legislation**

(a) To comply with all legislation in respect of the Property and to do all such works as under any legislation are directed or required to be done on or in respect of the Property (whether by landlord tenant or occupiers) nor to do or omit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep the Company and the Management Company indemnified against all claims demands and liabilities in respect thereof

(b) To give full particulars in writing to the Company of any notice direction or order (or proposal for the same to be made) given or issued to the Tenant by any local or public authority within seven days of receipt of the same and if so required by the Company produce the same to the Company and without delay take all necessary steps to comply (except so far as aforesaid) with any such notice direction or order and at the request of the Company make or join with the Company in making any objection or representation against the same (or any such proposals) as the Company shall deem expedient

4. **User**

(a) That no part of the Property shall be used for any purpose other than as a student let in the occupation of one part of a house of multiple occupation.

(b) Not to use the Property for any illegal or immoral purpose nor to permit any illegal drug or drugs to be brought onto the Property

5. **Support**

That nothing shall be done which may lessen the protection or support given by the Property to the adjoining Buildings comprised in the Development.

6. **Nuisance**

Not to do or omit to be done on the Property or the Development any act matter or thing:-

(a) Which may be or become a nuisance annoyance or disturbance or inconvenience to the Company the Management Company or the registered proprietors of the titles to any part or parts of the Development or which may prejudicially affect the Property or the Development or which may damage the Service Installations and not to play any musical instrument electronic recording television or radio which may be audible outside the Property between 11 pm and 8am

(b) Whereby any insurance effected by the Management Company in respect of the Property and the Development may be rendered void or voidable or whereby the rate of premium may be increased

7. **Obstruction**

Not to obstruct those parts of the Common Parts intended for access be it vehicular or otherwise and recreation use and not to injure or in any way damage the common entrances walls stairways corridors and landings in the Common Parts

8. **Application for Membership of the Management Company**

(a) That the Tenant shall not transfer the Property unless the Rent and Maintenance Charge has been paid at least up to the date of such transfer and the transferee has applied in writing contemporaneously with such transfer to become a member of the Management Company; and

(b) That whenever the title to this Lease devolves on any successor in title of the Tenant such successor shall within seven days apply in writing to become a member of the Management Company

9. **Disposals**

(a) Not to transfer underlet or otherwise part with possession of part only of the Property

(b) Not to underlet the Property other than to Nurtur Student Management prior to the expiry of the underlease entered into at the date hereof.

(c) Subject to sub clause 9(b) hereof not to otherwise transfer, underlet or part with possession of the whole of the Property without:

(i) paying to the Management Company a reasonable and proper fee by way of administration charge;

(ii) requiring the transferee to enter into a deed of covenant with the Company and the Management Company to comply with the Tenant's obligations with the Company and the Management Company as set out in this lease in substantially

the form contained in the Eighth Schedule or in such other form as the Comoany shall reasonably require and to provide a copy of the deed of covenant to the Company and to pay all proper and reasonable costs of and incidental to the preparation and execution of such deed including any fees payable on it (if any);

(iii) making payment to the Company all rents service charges and other sums which have fallen due under this lease prior to the date of such assignment or transfer;

(iv) providing to the Company and the Management Company an address for service of any notices or other documents in England or Wales if the assignee or transferee or lessee is not a resident in England or Wales or is a limited liability company not registered within such jurisdiction

(d) Within one month of any assignment, underletting for more than one year, charge, parting with possession of or any other devolution of title to this lease or the Property to serve notice on the Company or (if required by the Landlord) the Landlord's solicitors giving details and to:

(i) provide a certified copy of the transfer or other instrument of devolution of title; and

(ii) pay the Landlord's or the Landlord's solicitor's, reasonable registration fee which shall be no less than Fifty Pounds plus VAT in respect of each document produced.

PROVIDED ALWAYS the Tenant shall not be required to comply with sub clause 9(d) in relation to the underletting permitted under sub clause 9(b).

10. **Alterations**

Not to:-

(a) Make any structural alterations to the Property or replace any of the windows thereof;

(b) Erect on or affix to the Property any satellite dish aerial or any hoarding advertisement or notice (other than the usual board or notice offering the Property for sale); or

(c) Erect or construct on any part of the Property any building whatsoever

11. **Assessments**

To pay all sums of any nature assessed or charged at any time upon the Property or the Company the Management Company or the Tenant in respect thereof

12. **Expenses**

To pay all expenses (including solicitor's costs and surveyor's fees) incurred by the Company or the Management Company in the recovery of any arrears of Maintenance Charge, Rent or other sums due under the lease or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 (or any

statutory modification re-enactment or replacement thereof) notwithstanding that forfeiture is avoided (otherwise than by relief granted by the Court)

13. **Inspections**

(a) To permit the Management Company and all persons authorised by it after the giving of reasonable notice and at all reasonable times to enter upon the Property to examine the condition thereof (and thereupon the Management Company may serve notice in writing specifying any repairs necessary and require the Tenant forthwith to execute the same); and

(b) If the Tenant shall not within one month after service of such notice proceed diligently with the execution of such repairs then to permit the Management Company to enter upon the Property and execute such repairs (and the cost thereof including the Management Company's surveyor's or agent's fees shall be a debt due from the Tenant to the Management Company)

(c) To permit the Management Company or any lessees and all persons authorised by them at all reasonable times to enter upon the Property with all necessary materials and equipment to inspect repair and renew any of the Buildings within the Development or to clean repair or renew any of the Service Installations used in common the persons exercising such right making good any damage caused to the Property to the reasonable satisfaction of the Buyer

(d) To permit the Management Company and all persons authorised by it after the giving of reasonable notice and at all reasonable times to enter upon the Property in order to carry out any outstanding works on the Property and the Development including (but not limited to) completing local planning authority conditions or complying with any planning statutory or other consent or requirement in respect of the Development and to complete any works reasonably required to remedy nuisances being caused to adjoining properties

14. **Indemnity**

To indemnify and keep indemnified the Company against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Tenant of any covenants relating to the Property herein contained or on the registers of the title above referred to

15. **Refuse**

To deposit all domestic refuse only in refuse disposal containers to be kept in the bin stores

16. **Parking**

Not to use any car parking space within the development for any purpose

17. **Damage**

Not to place any excessive weight or strain on the floors of the Property and to repair or pay the cost of repairing any damage which may be caused by a breach of this covenant

18. **Animals**

(a) Not to keep any animal on the Property without the prior written consent of the Company or the Management Company provided the Company may rescind such consent at any time

(b) To comply with such directions as the Company or the Management Company may from time to time issue regarding the keeping of any animal on the Property and to ensure that such animal shall not cause any nuisance or disturbance or foul any of the Common Parts

19. **Windows**

To keep the inside of all windows and the inside and outside of those doors accessing a balcony in the Property clean and to ensure that the Property has appropriate floor coverings on all floors and curtains on all windows

20. **Washing Lines**

Not to erect any washing line within the Development and not to use any part of the Common Parts for the purpose of drying or airing laundry except such areas as may from time to time be designated for such purpose by the Company or the Management Company

21. **Regulations**

To comply with such regulations as the Management Company may from time to time introduce with regard to the proper management of the Development

FOURTH SCHEDULE

(Covenants by the Company)

1. **Quiet Enjoyment**

To allow the Tenant (subject to his complying with the terms of this Lease) to hold and enjoy the Property throughout the Term without any interruption by the Company

2. **Enforcement**

To enforce (if so required by the Tenant in writing) the covenants in terms similar to the covenants contained in the Third Schedule to this Lease given or to be given in the Leases upon the Tenant indemnifying the Company against all costs and expenses in respect of such enforcement and providing such security or deposit for payment of the said costs and expenses as the Company may require and complying with all reasonable requirements of the Company (including obtaining at the Tenant's expense the opinion of counsel nominated by the Company prior to requiring the Company to enforce the said covenants)

3. **Maintenance**

Until such time as it grants all the Leases (so far as the same is not the responsibility of the Management Company) to maintain repair and renew all other flats comprised in the Development and to contribute the Maintenance Charge for any unoccupied Units

4. **Uniformity**

To impose in the Leases covenants in terms similar to those contained in the Third Schedule to this Lease

5. **Non-Compliance**

Should the Management Company cease to exist or immediately upon the Management Company's failure to comply the Company will carry out and perform in all respects the covenants contained in the Fifth Schedule to this Lease and shall be entitled to recover the Maintenance Charge payable thereunder, from the Tenant.

FIFTH SCHEDULE

(Covenants by the Management Company in respect of the Buildings Common Parts and Service Installations)

1. **Repair**

To keep the Buildings Common Parts and Service Installations in a good state of repair and condition and to renew when beyond economic repair

2. **Painting and Cleaning**

So far as is reasonably practicable to keep cleansed lighted and in tidy condition (and as considered appropriate by the Management Company in respect of internal areas heated and in good decorative order) the passages staircases entrances forecourts gardens and landscaped areas forming part of the Common Parts and such other parts of the Common Parts as the Management Company shall determine from time to time

3. **Lamps, Tools and Other Equipment**

To maintain in proper working order any lamps provided for the illumination of the Common Parts and all tools electrical and other equipment and apparatus including any gates barriers or other security equipment provided or obtained for the use of the Management Company in connection with its obligations

4. **Aerials**

To maintain in proper working order any communal aerial system or other communal transmission media serving the Property

5. **Insurance**

(a) To keep the Property and the Buildings insured against all risks from time to time included in the Nominated Insurer's comprehensive policy (including subsidence and heave) and such other risks as the Management Company shall in its absolute discretion deem necessary:-

(i) With the Nominated Insurer;

(ii) Through the agency of the Company or such other agency as it may direct; and

(iii) In a sum equal to the full rebuilding cost thereof (including the removal of debris) for the time being together with an adequate sum in respect of the architect's and surveyor's fees;

(b) To make all payments necessary for the above purpose within seven days after the same shall become due;

(c) To produce to the Tenant on demand the policy of such insurance and the receipt of each such payment;

(d) To permit the Tenant to notify the Nominated Insurer of the interest of the Tenant and any mortgagee in the policy of such insurance and for that purpose (at the request of the Buyer) to furnish the Tenant with particulars of such policy;

(e) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Property and the Buildings; and

(f) To make up out of the Management Company's own monies any deficiency in the monies required to complete such rebuilding and reinstatement

6. **Assessments**

To pay all rates taxes assessments and outgoings charged imposed or assessed in respect of the Common Parts

SIXTH SCHEDULE

PART I
(Covenants by the Management Company and the Tenant in respect of the Maintenance Charge)

1. **Estimate**

The Management Company shall as soon as practicable after the 1st day of January in each year prepare estimates of the sums to be spent by it on the matters specified in Part II of this Schedule ("Estimated Management Costs") for such year in respect of expenditure relating specifically to the Buildings and the Common Parts pursuant to the provisions of the Fifth Schedule and shall forthwith thereafter notify the Tenant of such Estimated Management Costs

2. **Payment**

The Tenant shall within 14 days of receipt of demand therefor pay to the Management Company the Maintenance Charge

3. **Account and Adjustment**

The Management Company shall in respect of each calendar year keep accounts of the sums spent by it on the matters specified in Part II of this Schedule ("Actual Management Costs") and shall as soon as reasonably practicable after the end of each calendar year notify the Tenant of the Actual Management Costs incurred during such year and the amount of the Estimated Management Costs for the current year notified to the Tenant in accordance with paragraph 1 hereof shall be amended (whether by addition or subtraction) to take into account any excess or deficiency in the Actual Management Costs incurred in the preceding year

4. **Disputes**

If any dispute difference or question shall arise between the Tenant and the Management Company in relation to the provisions of Parts I and II of this Schedule then such dispute difference or question shall be referred by either party thereto to the determination and award of a chartered surveyor acting as an expert to be chosen by the said parties (or in default of an agreement to be nominated by the President for the time being of the Royal Institution of chartered surveyors) whose determination and award shall be final and binding on both parties and whose fees and expenses shall be borne by the parties in such proportion as the said chartered surveyor shall determine

PART II
(Expenditure to be recovered by means of the Maintenance Charge)

1. **Covenants**

The sums spent by the Management Company of and incidental to the observance and performance of the covenants on the part of the Management Company contained in the Fifth Schedule and Part I of this Schedule

2. **Sundry Fees**

All fees charges expenses salaries wages and commissions paid to any auditor accountant surveyor valuer architect solicitor or any other agent contractor or employee whom the Management Company may employ in connection with the carrying out of its obligations under this Lease and the Leases including the costs of and incidental to the preparation of the estimates notices and accounts referred to in Part I of this Schedule

3. **Employees**

All expenditure incurred in respect of any employees of the Management Company in the provision of uniforms clothing or accommodation and all outgoings incurred in connection therewith or payable in respect thereof and the cost of any such other items in connection therewith as the Management Company shall from time to time determine

4. **Insurance**

The costs of effecting and maintaining in force the insurance policies referred to in the Fifth Schedule

5. **Rates**

All rates (including water rates) charges taxes assessments and any other outgoings payable in respect of the Development

6. **Maintenance**

All sums paid by the Management Company for the repair and maintenance decoration cleaning lighting and managing of the Development whether or not the Management Company was liable to incur the same under its covenants herein contained

7. **Tax**

Any tax (including value added tax and Stamp Duty Land Tax) paid or payable by the Management Company to the extent that the same is not recoverable by the Management Company

8. **Interest**

Any interest or other charges incurred by the Management Company borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule

9. **Litigation**

The costs incurred by the Management Company in bringing or defending any actions or other proceedings against or by any person whatsoever

10. **Administration**

The costs of administering the Management Company including the costs of preparing and auditing accounts the expenses of the Directors and the Secretary the

printing and sending out of notice circulars reports or accounts the holding of meetings and all fees payable to any statutory body or any other body

11. **Reserve Fund**

Such sum as the Management Company shall determine (acting reasonably and in the interests of good estate management) to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure

SEVENTH SCHEDULE

(Agreements and Declarations)

1. **Restrictions**

The rights specified in the Second Schedule are subject to the persons exercising the same:-

(a) As to the rights of entry:-

(i) giving reasonable notice;

(ii) causing as little damage as possible; and

(iii) making good to the reasonable satisfaction of any person thereby affected any damage caused

(b) As to the rights to use the Common Parts paying the Maintenance Charge

(c) As to the rights to use the Service Installations paying a fair proportion of the expenses necessarily incurred in inspecting maintaining repairing and renewing the relevant Service Installations

2. **Notices**

Section 196 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) shall apply to any notice served hereunder

3. **Disputes**

If any dispute shall arise between the Tenant and the registered proprietors of the titles to the Leases comprised in the Development relating to:-

(a) "Property" "Flat" "Development" "Main Structure" "Service Installations" "Buildings" "Common Parts"

(b) and rights granted or reserved; or

(c) any covenants agreements of declarations

then such dispute shall be referred by any of the parties thereto to the determination and awards of a solicitor to be chosen by the said parties (or in default of agreement to be nominated by the President for the time being of the Law Society) whose determination and award shall be final and binding on the Tenant and the other party or parties to the dispute and whose fees and expenses shall be borne by the Tenant and the other party or parties to the dispute in such proportions as the said solicitor shall determine

4. **Value Added Tax**

(a) All sums payable by the Tenant are exclusive of any value added tax that may be chargeable and the Tenant shall pay value added tax in respect of all taxable supplies made to it in connection with this Lease on the due date for making any payment or if earlier the date on which that supply is made for value added tax purposes

(b) Every obligation on the Tenant under and in connection with this Lease to pay the Company or the Management Company or any other person any sum by way of a refund or indemnity shall include an obligation to pay an amount equal to any value added tax incurred on that sum by the Company or the Management Company or other person except to the extent that the Company the Management Company or other person obtains credit for such value added under the Value Added Tax Act 1994 SUBJECT in all cases to the Tenant being rendered a valid VAT invoice

5. **Interpretation**

Where the context so admits "Company" "Management Company" and "Tenant" shall include the successors in title of the Company the Management Company and the Tenant respectively and singular shall include the plural and the masculine shall include the feminine and vice versa

6. **Headings**

The headings to each clause of this Lease shall not form part thereof

7. **Co-ownership**

Where there are two or more persons included in 'Tenant' ' the covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally and as between such persons that they shall hold the Property upon trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for capital monies arising on a disposition of the Property

8. **Maintenance Charge**

The amount of such Maintenance Charge as is attributed by the Company or the Management Company to the Block divided by the number of flats within the Block

9. **Land registration**

Within one month after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to close the registered title of this Lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Company informed of the progress and completion of its application.

EIGHTH SCHEDULE

(Deed Of Covenant)

THIS DEED OF COVENANT is made the day of 20

BETWEEN:

(1) **FRASER MORGAN (ALLEN STREET) LIMITED** incorporated and registered in England and Wales with company number 11277628 whose registered office is at 3rd Floor 207 Regent Street, London, W1B 3HH ("the Company")

(2) [ ] of [ ] ("the Tenant")

(3) **NURTUR STUDENT LIVING LTD** incorporated and registered in England and Wales with company number 11652544 whose registered office is at 37a Wakefield Road Tandem Huddersfield HD5 0AN ("the Management Company")

WHEREAS:

(A) BY a lease ("the Lease") dated the day of 20 and made between the Company (1) the Management Company (2) and (3) ("the Original Tenant") the Property was demised to the Original Tenant for the term of 250 years from [ ] subject as more particularly contained in the Lease and subject to the payment of the Rent and the Maintenance Charge and upon the terms and conditions contained in the Lease.

(B) The Lease contains a covenant by the Original Tenant not to dispose of the Property without contemporaneously obtaining the execution of a deed of covenant by the Tenant with the Company and the Management Company in the form of this deed.

NOW THIS DEED WITNESSES as follows:

1 In this Deed unless the context so admits the definition interpretations agreements and declarations contained in the Lease shall (mutatis mutandis) apply hereto as though they were set out in full in this deed

2 The Purchaser hereby covenants with the Company and the Management Company that as from the date of the transfer to the Tenant of the Property the Tenant will pay the Rent and the Maintenance Charge and observe and perform the covenants and conditions on the part of the Original Purchaser contained in the Lease

3 IT IS HEREBY DECLARED that if the Purchaser consists of two or more persons all covenants on the part of the Purchaser herein contained shall be deemed to be by such persons jointly and severally

4 The Purchaser does not intend that any of the terms of the Lease will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not a party to it

IN WITNESS whereof this Deed has been duly executed as a deed by the Company and the Purchaser and the Management Company has caused its common seal to be hereunto affixed the day and year first before written

Signed as a deed by

[ ]
in the presence of:-

.....
Signature

.....
Witness Signature

.....
Witness Name

.....

.....
Witness Address

Executed as a deed by
FRASER MORGAN (ALLEN STREET) LIMITED
acting by
a director In the presence of:

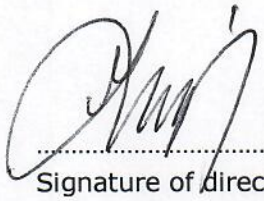
.....
Signature of director

.....
Signature of Witness

.....
Name of Witness

Address of Witness :

Executed as a deed by
LONDONIST DMC LTD acting by
a director In the presence of:



.....
Signature of director

.....
Signature of Witness

Fatma Oulda
Name of Witness

Address of Witness :
Flat 3, 17 Pevensey Road
Eastbourne
BN21 3HR

Executed as a deed by
NURTUR STUDENT LIVING LTD
acting by
a director In the presence of:

.....
Signature of Director

.....
Signature of Witness

.....
Name of Witness

Address of Witness: