Memorandum of Exchange	Formula	Time	Parties

Dated **2023**

Agreement

relating to

Plot A1-13-03 (Plot 457) Poplar Riverside, London

between

St William Homes LLP

and

Muzeyyen Erturk

Payment Structure	Sum Due/Sum Paid - £	Date Paid/Date Due
Reservation Fee	£2,500.00	
Deposit on Exchange (10%) (inclusive of Reservation Fee)	£47,424.00	
Advance Payment 1 (10%)	£47,424.00	
Advance Payment 2 (5%)	£23,712.00	
Balance of Price due on Completion	£355,680.00	

By signing this contract or authorising this contract to be signed on your behalf you are confirming that it incorporates all matters agreed between you and the Seller in respect of this transaction. You are agreeing that there are no other written or verbal Representations (as defined in this Agreement) on which you are relying on other than written replies given by the Seller's Solicitors to written enquiries raised by your Solicitors in respect of this transaction and the contents of the information sheet / legal handbook supplied by the Seller's Solicitors to your Solicitors in respect of this transaction. You acknowledge that you have had an opportunity to put any Representations on which you are placing reliance in writing to the Seller's Solicitors and there are no such Representations

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THIS AGREEMENT is made on 2023

Between

(1) **ST WILLIAM HOMES LLP** (No. **OC396332**) having its registered office at Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG (the **"Seller"**)

(2) **Muzeyyen Erturk** of Yildiztepe Mah 491, Sok No.9 A Bagcilar, Istanbul, 34200, Turkey (the **"Buyer"**)

THE PARTIES HEREBY AGREE AS FOLLOWS:

1 **Definitions**

1.1 In this agreement the words defined in this clause and in the particulars shall have the meanings specified unless the context otherwise requires:

"Area" means the area of the Property shown in square metres and/or square feet on the relevant plan contained in the Reservation Pack that has been provided to the Buyer prior to the date of this agreement

"Apportioned Ground Rent" means an apportionment of rent payable under the Lease from Completion to the 31 December in the year of Completion

"**Apportioned Service Charge**" means an apportionment of the service charges payable under the Lease from Completion to the end of the appropriate service charge year

"Buyer's Solicitor" means Bowling & Co, 62 Broadway , Stratford, London, E15 1NG

"Change" means a change to the Area the design the construction and/or the materials to be used in the construction of the Property to the extent that details of the Area and such design construction and/or materials are set out in the Reservation Agreement and/or the Reservation Pack and/or the Specification but excluding any variations or amendments which the Seller is entitled to make pursuant to the provisions of clause 7.5

"Clearing Bank" means a bank which is a 'direct Participant' in the CHAPS system operated by the Bank of England

"Competent Authority" means any local authority or any other body exercising powers under statute or by Royal Charter or any utility service or supply company or any warranty provider

"Completion" means the date on which completion of the grant of the Lease is scheduled to take place in accordance with clause 10 and **"actual completion"** means the date on which such completion actually takes place

"Consents" means all consents permissions licences approvals and certificates under the building regulations and/or under any statute by-law regulation requirement or procedure of any Competent Authority and any other consents and approvals that may be required in order to carry out and complete the works comprising the construction of the Property and/or the Development

"Construction Period" means the period from Quarter 3 2025 to Quarter 4 2025 PROVIDED THAT if on one or more occasions Completion and/or the carrying out and completion of the works comprising the construction of the Property and/or the Development is delayed due to any one or more of:

(a) delay in obtaining any Consents outside the reasonable control of the Seller

(b) the carrying out of any agreed extra works requested by the Buyer

(c) the carrying out of work by any Competent Authority in relation to the Property and/or the Development or the failure to carry out such work

(d) exceptionally adverse weather conditions

(e) loss or damage occasioned by any of the perils against which the Seller or its building contractor has insured

(f) civil commotion or the use or threat of terrorism and/or the activities of any Competent Authority or other body in dealing with such event or threat

(g) shortage of labour and/or materials outside the reasonable control of the Seller

(h) the exercise by any Competent Authority of any power which directly affects the execution of the works

(i) force majeure

(j) any circumstances beyond the reasonable control of the Seller

then on each occasion the period will be extended by such further period as the Seller may reasonably require and the Construction Period will become such extended period

"Deposit" means Forty Seven Thousand Four Hundred And Twenty Four Pounds and pence (£47,424.00)

"Development" means the land known as land at Poplar Riverside, London shown for the purposes of identification only edged red on the plan attached to the draft of the Lease and registered at the Land Registry with absolute title under title numbers EGL418995, AGL308803, EGL419258 and EGL438912 and all buildings from time to time on such land or such other land (including the Property) of a greater or lesser extent as the Seller may determine from time to time

"Lease" means the Lease of the Property in the form of the draft attached hereto as Appendix 1

"Material Change" means a Change that would significantly and substantially alter the Area (so that when built the floor area of the Property is more than 5% smaller than the Area) the appearance and/or the value of the Property when constructed in comparison with the size appearance or value of the Property if constructed without such Change

"Planning Permission" detailed planning permission issued by the local planning authority on 30th October 2019 under reference PA/18/02803 and which shall include any planning permission which varies, modifies or replaces such planning permission

"Property" means the apartment more particularly described in the Lease (as hereafter defined) shown edged in red on the plan attached to the draft of the Lease and known as Plot A1-13-03 (Plot 457) Poplar Riverside on the Development

"Price" means Four Hundred And Seventy Four Thousand Two Hundred And Forty Pounds (£474,240.00)

"Reservation Agreement" means the agreement dated 24 March 2023 made between (1) the Seller and (2) the Buyer relating to the reservation of the Property by the Buyer

"Reservation Fee" means Two Thousand Five Hundred Pounds (£2,500.00)

"Reservation Pack" the Reservation Pack (including the Consumer Code for Home Builders and management services/charges details) referred to in the Reservation Agreement

"Section 106 Agreement" means an agreement dated 30th October 2019 made between St William Homes LLP (1) and The Mayor and Burgesses of the London Borough of Tower Hamlets (2) including any variation thereto

"Seller's Solicitors" means Veale Wasbrough Vizards LLP of Narrow Quay House Narrow Quay Bristol BS1 4QA (Ref: ST/108287/0334)

"Specification" means the specification provided in the Reservation Pack

"Standard Conditions" the Standard Conditions of Sale (Fifth Edition - 2018 revision)

"Title Number" means EGL418995, AGL308803, EGL419258 and EGL438912

1.2 The definitions in the Standard Conditions also apply in this agreement

2 **General provisions**

2.1 In this agreement unless the context otherwise requires references to clauses and schedules are to clauses of and schedules to this agreement

2.2 The headings to clauses and other parts of this agreement do not affect its construction

2.3 This agreement contains the whole agreement between the parties hereto relating to the matters herein mentioned and supersedes previous agreements between them (if any) relating thereto and there shall be deemed to be comprised in this agreement the terms of all letters and acknowledgements exchanged between the parties contemporaneously herewith and expressed to be ancillary hereto

2.4 This agreement may only be varied in writing signed by or on behalf of the parties

2.5 The Buyer acknowledges that he has not entered into this agreement in reliance upon any oral or written representation statement assurance or warranty (whether made negligently or innocently) made by or on behalf of the Seller or any other person other than in respect of such reliance as may be placed upon a representation statement assurance or warranty which is in writing and is not capable of independent verification by inspection of the Property or the Development or by search or enquiry of any Competent Authority (whether or not any such inspection search or enquiry is made) and is expressly set out in:

2.5.1 the Seller's Solicitors' written replies made prior to the date of this agreement to the Buyer's Solicitors' preliminary enquiries

2.5.2 the purchasers' information guide and the enquiries before contract and replies in each case contained in the information pack provided by the Seller's Solicitors to the Buyer's Solicitors prior to the date of this agreement

2.5.3 this agreement

2.6 Nothing in this agreement is to be read or construed as excluding any liability or remedy resulting from fraudulent misrepresentation

2.7 The Seller and the Buyer agree that the only rights and remedies available to the Buyer out of or in connection with clause 2.5 shall be for breach of contract by the Seller

2.8 All money payable by the Buyer under this agreement will be paid by direct credit transfer for the credit of the Seller's Solicitors' clients' account at HSBC, Sort Code: 40-14-12,

Account: 93061507 or for the credit of any other UK Clearing Bank account specified in writing by the Seller's Solicitors or (in the case of the Deposit) by a cheque drawn on the Buyer's Solicitors' clients' account

2.9 Each of the provisions of this agreement is severable and if any such provision is or becomes illegal invalid or unenforceable in any respect that shall not affect or impair the legality validity or enforceability of the other provisions of this agreement

3 **Standard Conditions**

This agreement incorporates the Standard Conditions as varied by the schedule and so far as they apply to a letting and are not varied by or inconsistent with the other provisions of this agreement (which will prevail in case of conflict)

4 **The Lease**

4.1 The Seller shall grant the Lease and the Buyer shall accept the Lease and pay the Price on the terms set out in this agreement

4.2 The Seller's Solicitors shall be entitled to require variations to the form of the Lease (save as to term Price or ground rent) which do not materially affect the value of or the Buyer's use and enjoyment of the Property

4.3 The Lease and its counterpart shall be prepared by the Seller's Solicitors and forthwith when requested the Buyer shall execute the counterpart and return it to the Seller's Solicitors

4.4 The Seller shall be entitled prior to actual completion to require amendments to the Lease by the insertion of reference therein to any deed or document entered into of the type referred to in clause 12.3

4.5 Any service charge percentage (as to be defined in the Lease) shall be decided by the Seller on an equitable basis and notified in writing to the Buyer not later than ten working days before actual completion

5 **Nomination**

5.1 The Buyer may nominate the benefit of this agreement in whole (but not any part of it) once with the prior written consent of the Seller (which shall not be unreasonably withheld) subject to the following:

5.1.1 a nomination will only be agreed during the period commencing the day after payment of the final payment referred to at clause 9.1.2 and ending on the day six calendar months before the date of service of notice to complete pursuant to the provisions of clause 10.1 hereof

5.1.2 a nomination may not be completed after the date of service of notice by or on behalf of the Seller under clause 10.1

5.1.3 application for consent shall be accompanied by:

(a) written notice of the full names and addresses of the nominee and of the nominee's solicitors and

(b) written confirmation of all the financial terms of and relating to the proposed nomination

5.1.4 the Seller having first been provided by the Buyer with such evidence as to the identity of the proposed nominee and other information as the Seller may require to

enable compliance with obligations in relation to money laundering and identity checks and the Seller having confirmed to the Buyer in writing that it has complied with such obligations

5.2 The Buyer shall give to the Seller and the Seller's Solicitors written notice of the nomination so that it is received by the Seller and its solicitors no later than the first working day following completion of the nomination

5.3 The Seller may only be required to grant the Lease to the Buyer named in the particulars to this agreement or to a nominee where the Buyer has complied with the requirements of clauses 5.1 and 5.2 and at the Price (but if the Seller at its absolute discretion agrees to grant the Lease (or procure the grant of the Lease) to the Buyer named in the particulars to this agreement or to such nominee in each case jointly with any other person or persons then the Buyer shall comply with the requirements of clause 5.1.3 in relation to such other person or persons)

5.4 The Buyer shall pay to the Seller's Solicitors on Completion the sum of £200 plus Value Added Tax in respect of additional legal costs incurred on such nomination

6 **Deposit**

6.1 The Buyer shall pay to the Seller's Solicitors as agents for the Seller the Deposit in part payment of the Price (after taking into account any Reservation Fee paid on or before the date hereof which will form part of such deposit) on the date hereof and

6.2 If the Seller shall accept less than the amount stipulated in clause 6.1 then notwithstanding payment of that lesser amount the balance of the amount so stipulated shall at all times remain due and owing to the Seller and payable on demand

6.3 In the event that a cheque (notwithstanding clause 2.8) taken for the payment referred to in clause 6.1 or any part of them (having been presented and whether or not it has been re-presented) has not been honoured or in the event that the payments or any part of them are not paid within seven working days from and including the dates referred to in clause 6.1 in cleared funds then the Seller may elect:

6.3.1 to treat this agreement as discharged by breach on the Buyer's part or

6.3.2 (in case of a cheque not honoured) to enforce payment of the amounts by suing on the cheque or otherwise

6.4 If the Deposit due and payable under this clause is not paid to the Seller’s Solicitors by the due dates specified, the Deposit payment due shall bear interest at the Contract Rate specified in clause 18.5.1 calculated on a day to day basis from the due dates to the date of payment being received by the Seller’s Solicitors.

7 **Building period**

7.1 The Seller will:

7.1.1 arrange for the construction of the Property:

In accordance with the Specification (so far as it applies to the Property) set out in the Reservation Pack; and

(a) in accordance with the provisions of the Planning Permission (or such other planning permission which does not materially alter the design and layout of the Property) and all relevant building regulations; and

(b) in accordance with the requirements of the NHBC (if applicable); and

(c) in accordance with the Consents; and

7.1.2 use reasonable endeavours to procure that the construction of the Property is practically completed within the Construction Period

7.1.3 comply with the provisions of the Section 106 Agreement in respect of the Development and insofar as any such obligations are outstanding at completion will indemnify the Buyers and their mortgagees in respect of any breach thereof with the exception of the Tenants obligations in relation to residents parking permits

7.2 If at the end of the Construction Period the Seller or its solicitors have not served notice in writing on the Buyer or its solicitors pursuant to clause 10.1 that the building work in relation to the Property has been practically completed pursuant to clause 7.1 then provided that in all the circumstances it is reasonable for the Buyer so to do the Buyer may (but not after service of any notice by the Seller or its solicitors pursuant to clause 10.1) give written notice to the Seller rescinding this agreement and following receipt of such notice the Seller shall return the Deposit paid pursuant to clause 6.1 of this Agreement and any other payments made pursuant to clause 9.1 of this Agreement but the Buyer shall not be entitled to any compensation

7.3 The Seller will notify the Buyer in writing of any Change which is proposed by the Seller and in such notice will advise the Buyer whether or not the Change is a Material Change

7.4 Where the Seller has served notice on the Buyer pursuant to clause 7.3 that the Seller proposes to make a Material Change:

7.4.1 the Buyer will within ten working days after service of such notice notify the Seller in writing whether or not he agrees to the Material Change. If in such notice the Buyer acting reasonably indicates that he does not agree to the Material Change the Seller will consult with the Buyer and seek to agree a modified form of Material Change with the Buyer

7.4.2 if the Buyer agrees to the Material Change the Buyer will complete the purchase of the Property in accordance with the provisions of this agreement

7.4.3 if as a result of the consultation referred to in clause 7.4.1 a modified form of Material Change is agreed the Seller may make such modified form of Material Change without further notification to the Buyer and the Buyer will complete the purchase of the Property in accordance with the provisions of this agreement

7.4.4 if as a result of the consultation referred to in clause 7.4.1 the Seller and the Buyer do not agree a modified form of Material Change the Seller will notify the Buyer in writing whether or not the Seller intends to carry out the Material Change originally notified to the Buyer

7.4.5 if the notice referred to in clause 7.4.4 states that the Seller proposes to carry out the Material Change then provided that in all the circumstances it is reasonable for the Buyer so to do the Buyer may within ten working days after service of such notice give written notice to the Seller rescinding this agreement and following receipt of such notice the Seller shall return the Deposit paid pursuant to clause 6.1 of this Agreement and any other payments made pursuant to clause 9.1 of this Agreement but the Buyer shall not be entitled to any compensation

7.4.6 if the Buyer does not give either of the notices referred to in clauses 7.4.1 and 7.4.5 within the ten working day periods referred to (which are mandatory and not

capable of extension) the Buyer will be deemed to have agreed to the Material Change and will complete the purchase of the Property in accordance with the provisions of this agreement

7.5 The Seller shall be entitled:

7.5.1 without obtaining the approval of the Buyer (with the consent if required of any Competent Authority) to make such variations and amendments involving departure from the design the specification the plan and/or the materials for the Property (if such variations and amendments do not substantially alter the accommodation intended to be provided for the Buyer) as shall be found by the Seller acting reasonably to be necessary having regard to the cost or availability of materials or labour or the requirements of any Competent Authority or any other circumstances beyond the reasonable control of the Seller

7.5.2 to make any Change which is not a Material Change

7.5.3 to substitute new plans in the Lease in place of the attached plans if it becomes apparent that there are discrepancies between the attached plans and the extent of the Property or the boundaries of the Property or the Development on site or the extent of any land to be adopted by the local highway authority in each case where such Change is not a Material Change or is a Material Change which the Buyer has agreed or has been deemed to have agreed and if the substitution of any plans is required after actual completion the Buyer shall execute such documents prepared on behalf of the Seller and take such other action as the Seller may reasonably require to effect such substitution

7.6 If the Buyer is requested by the Seller to choose the colour or type of any items to be included in the Property he shall notify the Seller of his choice within such period of time (being not less than ten working days) as the Seller shall specify (as to which time shall be of the essence) and if he does not so notify then the Seller shall have an absolute discretion as to the colour or type of such items

7.7 In addition to the Price the Buyer shall at the time of ordering or at such other time as the Seller may acting reasonably direct pay for any extra work or variation in materials which the Seller and the Buyer may agree in writing

7.8 The Seller shall arrange for the construction and laying out of the roads footpaths drives drains sewers landscaped areas and other common parts on the Development in accordance with the Planning Permission (or such other planning permission which does not materially alter the design and layout of the Property) and shall be entitled (with the consent if required of any Competent Authority) to vary the layout and/or width or location of any of the roads footpaths drives drains sewers landscaped areas and other common parts on the Development

7.9 The Buyer shall from time to time upon request by the Seller join in and be a party to any deed or document required by the Seller to grant easements wayleaves licences rights or privileges over the Property to any Competent Authority or other person in connection with services to be provided for the benefit of the Property or the Development and shall execute or sign such deed or document without delay

7.10 The Seller and its agents and workmen reserve the right to enter onto the Property at any time before or after actual completion and with or without materials and equipment for the purpose of carrying out works on any part of the Development (including the Property) and the Seller shall make good at its own expense all damage caused to the Property thereby

8 **Warranty**

8.1 Prior to actual completion the Seller shall offer to the Buyer or shall procure that its building contractor offers to the Buyer in respect of the Property to provide the Buyer with a NHBC warranty or other such similar guarantee

8.2 Except as mentioned in sub-clause 8.3 below the liability of the Seller for defects shall be governed in all respect by the terms of such warranty and the Seller shall not be responsible for any consequential loss suffered by the Buyer due to the existence in the Property of any defect

8.3 The Seller shall not be responsible for defects arising in fixtures and fittings not forming part of the structure of the buildings on the Development but the Seller shall take all reasonable steps to ensure that the benefit of any guarantee given by the manufacturer or supplier of such fixtures and fittings shall be available to the Buyer

8.4 The issue of any cover note required to satisfy UK Finance in respect of the Property will be deemed to be sufficient evidence that the building work in relation to the Property has been substantially completed for the purposes of clauses 7.1 and 10.1 but without limiting the Seller 's responsibility for remedying any minor snagging items before or after Completion

8.5 If there is a dispute arising after completion relating to the construction of the Property the Seller recommends that such dispute is first referred to the NHBC for determination under its conciliation procedure before any proceedings or arbitration relating to such dispute are commenced in the courts and if the Buyer does not follow this recommendation the Seller will request an order for payment of its costs in any proceedings or arbitration

9 **Advance Payments**

9.1 The Buyer shall pay to the Seller's Solicitor as agents for the Seller:

9.1.1 a sum equal to a further 10% of the Price by way of advance payment of part of the Price on the date being 12 calendar months from the date hereof that is to say £47424 and

9.1.2 a sum equal to a further 5% of the Price by way of advance payment of part of the Price on the date being 18 calendar months from the date hereof that is to say £23712

9.2 If the Seller shall accept less than the amounts stipulated in clause 9.1 then notwithstanding payment of that lesser amount the balance of the amount so stipulated shall at all times remain due and owing to the Seller and payable on demand

9.3 In the event that a cheque (notwithstanding clause 2.8) taken for the payments referred to in clause 9.1 or any part of them (having been presented and whether or not it has been re-presented) has not been honoured or in the event that the payments or any part of them are not paid as cleared funds then the Seller may elect:

9.3.1 to treat this agreement as discharged by breach on the Buyer's part or

9.3.2 (in case of a cheque not honoured) to enforce payment of the amounts by suing on the cheque or otherwise

9.4 If the payments due and payable under this clause are not paid to the Seller’s Solicitors by the due dates specified, the payments due shall bear interest at the Contract Rate specified in clause 18.5.1 calculated on a day to day basis from the due dates to the date of payments being received by the Seller’s Solicitors.

9.5 If the Buyer fails to complete in compliance with clause 10 and after service of a notice under Standard Condition 6.8 within the timescale there specified the Seller may upon rescinding this Agreement also forfeit the advance payments made along with accrued interest

10 **Completion**

10.1 The Lease shall be completed and the balance of the Price paid by the Buyer at the offices of the Seller 's Solicitors or elsewhere as they may reasonably require ten working days after service on the Buyer of notice in writing by the Seller or its solicitors that the building work in relation to the Property has been practically completed pursuant to clause 7.1 accompanied by a copy of any cover note required to satisfy UK Finance for the Property (which for this purpose may be a copy (including a faxed copy) of such cover note) issued following their final inspection of the Property

10.2 Provided that the Property is ready for occupation the date for completion of the purchase under clause 10.1 shall not be affected by any of the following:

10.2.1 the remainder of the Development or the building of which the Property forms part and any of the services and facilities to be provided not having been completed provided that the works to the remainder of the Development and such building are at such a stage as to enable the Buyer to gain access to the Property

10.2.2 there being outstanding any minor defects or outstanding works of a minor nature which can reasonably be dealt with after actual completion (including without prejudice to generality turfing fencing levelling of gardens or paving or surfacing of paths or drives or other landscaping works) and which the Seller will make good or complete as soon as reasonably practicable after actual completion

10.2.3 the presence on the remainder of the Development of contractors and their plant and machinery

10.2.4 any extra work to the Property or variations in materials agreed between the Seller and the Buyer not having been completed (and in the event that the Seller shall notify the Buyer that it cannot carry out such extra work or variations for reasons beyond its reasonable control the Seller shall refund to the Buyer any money paid by the Buyer attributable to such works less a reasonable sum to cover the Seller's costs incurred prior to the date of notification)

10.2.5 any connections to the telephone service not having been provided by the appropriate supplier

10.2.6 any parking space (if such right to park is granted to the Buyer) is either not constructed or otherwise available for use at Completion where the Seller has made available to the Buyer an equivalent but temporary parking space

(a) If at Completion a parking space is not available for use by the Buyer then provided that the Seller makes available a temporary parking space together with sufficient access thereto the Buyer shall nevertheless complete the purchase of the Property upon the terms hereof and shall continue to use such temporary parking space in accordance with the terms and provisions of the Lease subject to such appropriate temporary variations and amendments thereto as the context shall require

(b) The Seller shall use its reasonable endeavours to complete a parking space in accordance with this agreement as soon as reasonably practicable after Completion

(c) Upon the Seller notifying the Buyer that a parking space has been completed in accordance with this agreement notwithstanding that the final wearing surface of any access thereto has not been completed the Buyer shall forthwith cease using such temporary parking space and shall thereafter use such parking space in accordance with the terms and provisions of the Lease

and in the event of there being any such matters completion shall take place on the date specified in clause 10.1 without prejudice to any right of the Buyer to have such matters attended to within a reasonable period after Completion

10.3 The Buyer shall pay on Completion (in addition to the balance of the Price):

10.3.1 one hundred and fifty pounds £150.00 plus vat to the Seller's Solicitors as a contribution towards the cost of the provision of the engrossments of the Lease and its counterpart (and the Buyer shall pay a further sum of such amount on any occasion in which further engrossments have to be provided for any reason caused by the actions of the Buyer)

10.3.2 the sum of £1,000 as a contribution to the Provisional Service Charge (as defined in the Lease)

10.3.3 the Apportioned Ground Rent

10.4 If a notice to complete is served on behalf of the Seller upon the Buyer in accordance with Standard Condition 6.8 the Buyer shall on actual completion pay to the Seller's Solicitors in addition to all other monies payable hereunder (and without prejudice to all other rights and remedies available to the Seller) the sum of one hundred and fifty pounds (£150.00) plus vat towards the Seller's legal costs in connection with such notice

10.5 If the Buyer fails to complete on the date stipulated in clause 10.1 and such failure is not directly attributable to any default by the Seller or (as the case may be) the Seller in performing its obligations under this agreement the Buyer will (without prejudice to any other right or remedy of the Seller) pay to the Seller on actual completion as compensation for late completion (in addition to interest on the balance of the Price at the contract rate specified in paragraph 3 of the schedule):

10.5.1 the Seller's Solicitors' fees incurred in provided the following additional services:

(a) recalculation and redrafting of the completion statement

(b) correspondence ancillary to the above

10.5.2 the cost of the provision of security services to secure the Property between the date for completion under clause 10.1 and actual completion

10.5.3 the costs of the removal from the Property and secure storage (if necessary) of "white good" items including (without limitation) refrigerators freezers and washing machines between the date for completion under clause 10.1 and actual completion and

10.5.4 any additional fees reasonably incurred by the Seller as a result of the Buyer's delay in completion

10.5.5 Apportioned Service Charge and Apportioned Ground Rent in the period between Completion and the date the Lease is granted as if the Lease had been granted on the date fixed for Completion pursuant to clause 10.1 of this Agreement

10.6 The Seller will allow the Buyer and/or the Buyers or its mortgagees valuer access to the Property on reasonable notice for the purposes of mortgage valuation and inspection subject to the property being safely accessible

11 **Title**

11.1 Title to the Property having been deduced the Buyer shall raise no requisition save in respect of new matters revealed by its OS2R

11.2 The Buyer or its solicitors having been supplied with copies of the registers and title plan for the Title Numbers on or before the signing hereof shall be deemed to take the Lease with full knowledge of the terms and contents and of any matter referred to in or deriving from them and shall raise no requisition on them

11.3 The Buyer shall not object to any entries being registered against either the Property or the Development after the date hereof if such entries do not materially and adversely affect the Property or in the case of entries to secure money if the Seller or the Seller's Solicitors undertake to discharge the same on completion.

12 **Matters to which the Property is subject**

12.1 The Property is let subject to and as the case may be with the benefit of the matters contained or referred to in the property register and the charges register (other than charges to secure the repayment of money) of the Title Numbers (so far as they affect the Property) and the Lease

12.2 The Property is let subject to:

12.2.1 all matters registerable by any Competent Authority pursuant to statute

12.2.2 all requirements notices orders or proposals (whether or not subject to confirmation) of any Competent Authority

12.2.3 all matters disclosed or reasonably to be expected to be disclosed by searches or as the result of enquiries formal or informal and whether made in person by writing or orally by or for the Buyer or which a prudent purchaser ought to make

12.2.4 all notices served by the owner or occupier of any adjoining or neighbouring property

12.3 The Property is let subject to and as the case may be with the benefit of:

12.3.1 any deed or document required by the Seller to grant easements wayleaves licences dedications rights or privileges over the Property to any Competent Authority or other person in connection with the roads footpaths sewers or other services to be provided for the benefit of the Property or the Development entered into prior to actual completion

12.3.2 the provisions to be contained in the Lease and the provisions contained or to be contained in the dispositions of any other parts of the Development

13 **Vacant possession**

13.1 Vacant possession of the Property shall be given to the Buyer on completion of the Lease

13.2 This agreement is an executory agreement only and shall not operate or be deemed to operate as a demise of the Property

14 **Insurance**

14.1 Until actual completion the Property shall remain at the Seller's risk in respect of fire and other risks but the Buyer shall not be entitled to particulars of or endorsement of its interest on the insurance policy covering the Development

15 **Acknowledgement and interest**

The Buyer acknowledges and agrees that:

15.1 If at any time it is seasonally inappropriate to carry out any landscaping works the Seller may defer such works until the next appropriate planting season

15.2 The obligations of the Seller contained in this agreement are personal to the Seller as named herein and to any other party giving written notice to the Buyer at any time that such party has personally assumed the obligations of such party

15.3 To the extent (if any) that any plans and specifications attached to or referred to in this agreement show the layout design or nature of the remainder of the Development they are for illustrative purposes only and the Seller may in its discretion vary such layout design or nature provided that such variation does not have a material adverse effect on the value of or the use and enjoyment of the Property

15.4 The Seller may carry out such works on or for the benefit of the remainder of the Development as the Seller in its discretion decides from time to time and the Buyer agrees and undertakes not to make or cause to be made any claim objection or contrary representation or complaint in respect of any works being carried out or to be carried out in connection with the development of such adjoining or neighbouring land whether as to the method or nature of working or otherwise or in relation to the times during which works are or are not to be carried out

15.5 Without prejudice to any other right remedy or power of the Seller if any sums have become due from the Buyer to the Seller under this agreement but remain unpaid the Buyer will pay on demand to the Seller interest thereon at the contract rate (before and after any judgment) from the date when they become due until payment thereof calculated on a daily basis and compounded with rests on the usual quarter days

15.6 It has had the Seller's permission to survey and carry out investigations at the Development

15.7 The postal addresses allocated to the Development and/or the Property may not be the same as any name used (whether in this agreement or the draft of the Lease or any sales brochure or other advertising sales or marketing material or otherwise) for the purposes of advertising selling or marketing the Development and/or the Property

15.8 In entering this agreement the Buyer confirms the Seller has produced and made them aware of the terms of the Section 106 Agreement and in particular clause 1.1(c) of Schedule 6 of the Section 106 Agreement

16 **Planning Matters**

16.1 The Buyer agrees and undertakes not to make or cause to be made any claim objection or contrary representation or complaint to any applications which may be submitted to the local planning authority from time to time by or on behalf of the Seller and or the Developer for planning permission in relation to the Development or any part or parts of it

16.2 The Buyer will at any time and from time to time enter into such agreements or obligations (whether under section 106 of the Town and Country Planning Act 1990 or otherwise) as may be required by the Seller in relation to the Development or any part or parts of it in relation to town and country planning provided that the agreement or obligation is expressed not to bind or be enforceable against the owners or occupiers of the Property or any mortgagee of such person

17 **Shortfall in Area**

17.1 The Seller shall use reasonable endeavours to construct the floor area (meaning in this clause 17 the Gross Internal Area (within the meaning given in the Code of Measuring Practice published on behalf of the Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers (Fifth Edition)) of the Property within the exterior walls) of the Property to an area equal to the Area but if necessary shall be entitled to revise the floor area (but not the number of rooms in the Property)

17.2 In the event that the floor area as built is up to but not more than 5% smaller than the Area then the Buyer shall not be entitled to any reduction in the Price or other compensation and will complete the purchase of the Property in accordance with the provisions of this agreement

17.3 In the event that the floor area as built is more than 5% smaller than the Area then the Buyer shall be entitled to rescind this agreement by giving notice in writing to the Seller within 10 working days after the floor area as built is determined (as to which notice time will be of the essence) and the Buyer will be entitled to the return of its Deposit (with interest thereon at the base rate of Barclays Bank Plc from time to time calculated on a day to day basis from the date of payment of the Deposit (or the relevant part of it) to the date of repayment) and any other payments made pursuant to clause 9.1 of this Agreement but shall not be entitled to any compensation

17.4 In the event that the floor area as built is more than 5% smaller than the Area and the Buyer does not rescind this agreement in accordance with clause 17.3 then the Buyer will not be entitled to any reduction in the Price or other compensation and will complete the purchase of the Property in accordance with the provisions of this agreement

17.5 The floor area as built will be determined by the Seller's construction director or other suitably qualified officer notified by the Seller to the Buyer in writing

18 **Various**

18.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. All previous agreements are withdrawn and no reliance shall be placed upon them

18.2 The Buyer acknowledges that in entering into this Agreement it has not relied on any verbal or written statement representation assurance or warranty (Representations) (whether made negligently or innocently) of any person (whether a party to this Agreement or not) other than:

18.2.1 as expressly set out in this Agreement;

18.2.2 in written Representations of the Seller's Solicitors prior to the making of this Agreement as were not susceptible of independent verification by inspection and search and enquiry of any local or other public authority (and whether or not such inspection search and enquiry has been made);

18.2.3 in verbal Representations confirmed in writing by the Seller's Solicitors prior to the making of this Agreement.

18.3 The Parties agree that the only rights and remedies available out of or in connection with any Representations shall be for breach of contract as provided in this Agreement.

18.4 Nothing in clause 18.1 shall limit or exclude any liability for fraud.

18.5 The Standard Conditions of Sale (Fifth Edition - 2018 revision) shall apply to this Agreement so far as they are not inconsistent with this Agreement and are applicable to a sale by private treaty except:-

18.5.1 The prescribed rate of interest shall be 4% per annum above the current Base Rate of Barclays Bank Plc for the time being in force

18.5.2 If completion does not take place by 2.00 p.m. on the date specified for completion in accordance with this Agreement then completion shall be deemed to have taken place on the next following working day and interest under the terms of this Agreement shall be payable accordingly.

18.5.3 Standard Condition 1.5 shall not apply

18.6 The Seller shall be entitled to retain outside the Property or Building any advertisements promoting the sale of other properties within the Development including any flagpoles and floodlighting until such time as they have all been sold

18.7 The terms of this Agreement shall not merge at completion in so far as they remain outstanding

18.8 In this Agreement (where the context so admits) words importing the masculine gender shall include also the feminine gender and vice versa and words importing the singular number shall include also the plural number and vice versa

18.9 For the purposes of this Agreement any notice in writing shall be deemed to have been validly given whether sent by ordinary first class pre-paid post dispatched through the Document Exchange System (where the Buyer's Solicitors belong to that system) or sent by facsimile and in the case of a notice being sent by facsimile such notice shall be deemed to have been received by the Buyer's Solicitors on the day of despatch unless after 4pm or unless not on a working day in which case the next working day

18.10 The Buyer shall contemporaneously with the application to register the Lease at the Land Registry lodge Form RX1 applying for the registration of a restriction on the title to the Property in the following form:

18.10.1 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 not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietors for the time being of the estates registered under title numbers AGL308803, EGL419258 and EGL418995 or their conveyancers that the provisions of Schedule 2 paragraph 11.4 of the registered lease have been complied with.

18.11 If the Seller's Solicitors receive any monies payable under this agreement from or drawn on any financial institution that is not regulated by the European Community Directive on the prevention of the Use of the Financial System for the purposes of Money Laundering (91/308/EEC) the Seller or the Seller's Solicitors (as applicable) are not obliged to accept

such monies and any such payment shall not be treated as a payment in accordance with the terms of this agreement

18.12 Pursuant to the provisions of the Proceeds of Crime Act 2002 or any other statutory enactment or otherwise if any Order or directive by any lawful authority pursuant to the aforesaid is made with regard to any of the monies paid or payable by the Buyer pursuant to the provisions of this Agreement then the Seller may by notice in writing to the Buyer rescind this agreement whereupon all or any part of any payment made under clause 6 then paid shall be forfeited to the Seller

18.13 If the Seller or the Sellers Solicitors receive any monies under this Agreement from any source that has not been previously approved by the Seller pursuant to its obligations under the Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended from time to time) and any replacement or additional statutory provisions then the Seller, the Sellers agents and the Sellers Solicitors are not obliged to accept such monies and any such payment shall not be treated as a payment in accordance with the terms of this Agreement

19 **Jurisdiction**

19.1 This agreement is subject to English Law and all disputes will be heard within the exclusive jurisdiction of the English Courts and the Buyer hereby irrevocably and unconditionally submits to the jurisdiction of the English Courts and agrees and declares that his address for service of all proceedings and notices in England is as specified above and agrees that this shall remain the address for service of proceedings and notices unless and until the Seller's Solicitors have received written notice from the Buyer or his solicitors nominating an alternative address for service which shall be in England

19.2 Notwithstanding the provisions of clause 19.1 the submission by the Buyer to the jurisdiction of the English Courts shall not (and shall not be construed so as to) limit the right of the Seller to take proceedings against the Buyer in whatsoever jurisdiction it shall deem fit nor shall the taking of proceedings (including without limitation the enforcement or execution against any property whatsoever (irrespective of its use or intended use) and wheresoever situated of any order or judgement which may be made or given in such proceedings) so limit the right of the Seller to take proceedings in any other jurisdiction

20 **Confidentiality**

Except to the extent required by law or for the purpose of obtaining a mortgage advance or assigning this Agreement and save where necessary to implement this agreement the Buyer will not at any time prior to completion of the sale by the Seller of the last new apartment or house on the Development divulge or communicate the Price to any person and shall take all reasonable steps to bind its agents and advisers in this behalf

21 **Value Added Tax**

All sums payable under the terms of this agreement shall be exclusive of any Value Added Tax in respect thereof howsoever arising and the Buyer shall pay to the Seller all Value Added Tax for which the Seller is liable to account to HM Customs & Excise in relation to any supply made or deemed to be made for Value Added Tax purposes pursuant to this agreement

22 **Data Protection Act consent**

For the purposes of the Data Protection Act 1998 or otherwise the Buyer agrees that information held by the Seller relating to this agreement may be disclosed to third parties in

connection with the management of and/or any disposal or other dealing with the whole or any part or parts of the Seller's interest in the Estate and the Property

23 **Third party rights**

Nothing in this agreement is intended to confer on any person any right to enforce any term of this agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

24 **Registration of Agreement at the Land Registry**

24.1 Neither party may apply to register this agreement at the Land Registry by way of an agreed notice in form AN1

24.2 If the Buyer applies to register this agreement at the Land Registry by way of a unilateral notice in form UN1:

24.2.1 the Buyer will immediately apply to the Land Registry in form UN2 for the removal of such unilateral notice on actual completion of the Lease or if this agreement is rescinded by either party; and

24.2.2 the Seller will not apply to the Land Registry for the cancellation of such unilateral notice while this agreement subsists but the Buyer will not object to any such application by the Seller if this agreement is rescinded by either party

24.3 Unless obliged to do so by law neither party will supply either the original or a copy of this agreement to the Land Registry whether with an application for a unilateral notice or otherwise

25 **Third Party Introduction**

If the Buyer was introduced to the Seller by a third party the Seller reserves the right to pay an introduction fee to the third party without notice to the Buyer

26 **Incentives**

If the Buyer obtains a mortgage prior to Completion the Buyer shall ensure that any incentives which may be offered by the Seller are reported to the Buyer’s mortgagee

27 **Heating and Hot Water Service Charge and Air Cooling**

If the Seller decides (in its absolute discretion) to appoint an energy services company to provide Heating and Hot Water and Air Cooling then as a condition of completion of the Lease the Buyer shall deliver to the Seller a direct customer agreement with a service provider (the details of whom will be notified to the Buyer’s solicitor prior to completion if applicable) as may be required by the relevant service provider signed by the Buyer with an irrevocable authority to complete

28 **Help to Buy**

If the Buyer is purchasing the Property with the benefit of the Help to Buy scheme then clause HTB (Help to Buy) is annexed and shall apply and form part of this Agreement

29 **Marketing Material**

The Buyer cannot use marketing or sales information (including the floor plans and sales brochure) in negotiating an onward sale of the benefit of this Agreement (by way of a

nomination in accordance with the terms of this Agreement) without the prior written consent of the Seller, consent not to be unreasonably withheld or delayed

The Buyer must:-

(1) not market the Property with more than two agents at the same time wherever the location

(2) not use any computer generated images in its marketing or negotiation of any aspect of reaching agreement with a nominee

The Seller and the Buyer agree for the construction of the Property and the let of the Property on the attached conditions

Signed for and on behalf of the Seller

.....

[Authorised Signatory]

.....

[print name]

Signed by the Buyer

.....

Muzeyyen Erturk

Schedule 1 Standard Conditions

1 Throughout the conditions references to property being sold are to be construed as references to the Property

2 Conditions 2.2 4.1 4.3.2 4.6.2 4.6.5 5.1 5.2.3 5.2.6 6.3.2 6.5 and 8.2.4 do not apply

3 In condition 1.1.1(e) the "contract rate" is 4% per annum above the base rate from time to time of Barclays Bank Plc

4 In condition 1.1.3 (b) the words "or if reasonable evidence is produced that the property would be released from all such mortgages" are added at the end

5 In condition 1.3.7(d) the words "if sent before 5.00 p.m. on a working day the day of despatch but otherwise on the first working day after despatch" are substituted for "one hour after despatch"

6 In condition 3.1.2 the words "and could not reasonably" are deleted from paragraph (c) and the words "(f) any unregistered interests which fall within any of the paragraphs of Schedule 3 to the Land Registration Act 2002 (g) such unregistered interests as may affect the property to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 to the Land Registration Act 2002 and (h) PPP leases as defined in section 90 of the Land Registration Act 2002" are added at the end

7 In condition 4.3 the words "4.3.5 If the Buyer persists in any valid requisition or objection to title with which the Seller is unable or unwilling on reasonable grounds to deal satisfactorily and does not withdraw it within five working days of being required so to do the Seller may by notice to the Buyer and notwithstanding any intermediate negotiation or litigation rescind the agreement" are added at the end

8 In condition 5.2.2(f) the words "nor change its use and is to comply with all statutory obligations relating to the property and indemnify the Seller against all liability arising as a result of any breach of such obligations" are added at the end

9 Condition 6.3.2 is deleted and the following substituted: "6.3.2 Apportionment is to be made with effect from the date of actual completion"

10 In condition 6.4(b) the words "or condition 5.2.6" are added at the end

11 In condition 7.1.1 the words "or in the negotiations leading to it" and "or was" are deleted

12 Condition 7.3 is deleted and the following substituted:

"7.3 If completion is delayed then:

(a) the Buyer will pay compensation to the Seller (except so long as, or to the extent that, such delay is attributable to any act default delay or omission of the Seller or his mortgagee)

(b) compensation will be calculated at the contract rate on the balance of the purchase Price for the period from the completion date up to and including the date of actual completion"

Appendix 1 **Lease**

Dated **20**

Lease

relating to

Apartment A1-13-03 (Plot 457)

Block A1

Phase 1 Poplar Riverside, London

[[Insert Postal Address], Poplar Riverside, London, [Postcode]]

between

St William Homes LLP

(Landlord)

and

Muzeyyen Erturk

(Tenant)

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LAND REGISTRY **LAND REGISTRATION ACTS 1925 – 2002** **COUNTY AND DISTRICT** **Tower Hamlets** **LANDLORD'S TITLE NUMBER** **AGL308803 EGL419258 EGL418995 EGL438912** **PROPERTY** **Plot A1-13-03 (Plot 457) Block A1 Phase 1 Poplar Riverside London**	
LR1. Date of lease	
LR2. Title number(s)	**LR2.1 Landlord's title number(s)** AGL308803 EGL419258 EGL418995 **LR2.2 Other title numbers** EGL438912
LR3. Parties to this lease	**Landlord** **ST WILLIAM HOMES LLP** (No. OC396332) whose registered office is at Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG **Tenant** **Muzeyyen Erturk** of Yildiztepe Mah 491, Sok No.9 A Bagcilar, Istanbul, 34200, Turkey **Other parties** None
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 Premises as defined in Part 1 of Schedule 1
LR5. Prescribed statements etc.	None
LR6. Term for which the Property is leased	The term is as follows: Nine hundred and ninety nine years (999) years from and including 1 January 2023
LR7. Premium	Four Hundred And Seventy Four Thousand Two Hundred And Forty Pounds (£474,240.00)
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**

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	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. Easement	**LR11.1 Easements granted by this lease for the benefit of the Property** Clause 2 and part 2 of schedule 1 **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property** Part 3 of schedule 1
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 not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietors for the time being of the estates registered under title numbers AGL308803, EGL419258 and EGL418995 or their conveyancers that the provisions of Schedule 2 paragraph 11.4 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

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	tenants in common in equal shares] OR [The Tenant is more than one person. They are to hold the Property on trust]

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PARTICULARS

Commencement Date	1 January 2023
Landlord	The Landlord referred to in clause LR3
Tenant	The Tenant referred to in clause LR3
Estate	The land and buildings from time to time forming the whole of part of the Site (including the Premises) as the Landlord may from time to time designate as forming part of the Estate.
Premises	The Property referred to in clause LR4
Premium	The sum referred to in clause LR7
Rent	A peppercorn.
Site	The land and buildings known as Leven Road Gasworks London registered at the Land Registry under title numbers AGL308803, EGL419258, EGL418995 and EGL438912 and shown edged red on the Site Plan
Term	The term referred to in clause LR6

WITNESSES AS FOLLOWS:

1 **Definitions and interpretation**

In this Lease unless the context otherwise requires:

1.1 The words defined in the particulars above have the meanings given there and the words defined in this sub-clause have the following meanings:

"**Amenities**" shall mean all or any of the following:

(a) the Residents Facilities;

(b) the Club;

(c) the Pool & Spa Facilities;

(d) the Concierge Services

and reference to 'Amenity' shall mean any one of them.

"Affordable Housing Units" the dwellings on the Estate which are designated as affordable housing in the Section 106 Agreement and "Affordable Housing Unit" means any one of them.

"Affordable Shared Ownership Units" the Affordable Housing Units which are shared ownership (as distinct from rented) and "Affordable Shared Ownership Unit" means any one of them.

"Apartments" all Units within the Estate let or sold as apartments and "Apartment" means any one of them.

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"Apartments Common Parts" the:

(a) entrances lobbies staircases lifts passages roadways footpaths walkways courtyards landscaped areas gardens ponds reception areas and communal security equipment entry control systems and television and other aerials Service Media;

(b) any hard and soft landscaped areas grounds or recreation or public amenity areas (and all boundary structures around any of them) including any benches, seats, ornaments, artwork, or sculptures exclusively serving the tenants or occupiers of the residential parts of the Block;

(c) and other areas structures or facilities the use or enjoyment of which is common to the tenants or occupiers of the residential parts of the Block;

but Excluding any parts of the Block from time to time let to a tenant or tenants or occupied or intended for separate or exclusive occupation by a tenant or tenants, the Amenities, the Community Space and any Utility Services Infrastructure.

"Authorities" public highway, drainage and planning authorities and utility or services undertakers responsible for the supply of water, gas, electricity, communication media and similar services in respect of the Premises and emergency service workers; and "Authority" means any one of them.

"Balcony/Balconies" any balcony or terrace forming part of the Block including all structural parts and any guard rails, glass and grilles around the perimeter of the balcony/terrace and all screens separating each balcony , and the door giving access to the balcony/terrace including its frame and fittings.

"Balcony Regulations" the regulations contained in schedule 3.

"Basement" the internal space of the common basement structure on which some of the Buildings including the Block are constructed and known as the 'Basement' as shown edged blue on Plan 2 - Basement Plan and including:

(a) the concrete floor screed or other top surface;

(b) the access doors and associated security;

(c) the paint or other external surface of the walls bounding such area;

(d) the paint or other external surface of any structural supporting columns within such area;

(e) lighting;

(f) any lifts (to the extent that they serve the Basement);

(g) Service Media exclusively serving the Basement;

(h) any bin and/or cycle stores (including any racking or other storage system)

but excluding, all structural parts of the Basement.

"Block" the Building within which the Premises are situate.

"Block Common Parts" all parts of the Block not let or intended to be let including:-

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(a) the foundations, slabs, roofs, gutters, rainwater pipes, exterior and load bearing walls, supporting columns, joists, beams, podium slabs and cross members;

(b) the Balconies but in respect of any Balcony which exclusively serves an Apartment excluding the guard rails, glass and grilles around the perimeter of such Balcony and all screens separating such Balcony from any other part of the Block and further excluding the non-structural surface of the Balcony;

(c) the external windows, window frames and fittings and any glass having the function of curtain walling or roofs;

(d) the doors giving access to each of the Apartments and the door frames, entrance doors and door frames, halls, landings, corridors, passages, staircases, lifts, and any floor coverings in any such elements of the Block;

(e) plant and store rooms and management accommodation serving the Block;

(f) all Service Media within the Block (except any exclusively serving any of the Units, Apartments Common Parts, the Basement, Residents Facilities, Club, Pool & Spa Facilities and Community Space).

Excluding

(a) the Apartments Common Parts;

(b) the Amenities;

(c) the Community Space;

(d) any Utility Services Infrastructure

provided that the Block Common Parts may from time to time be altered, but not so as to render access to the Premises or the amenities of the Block materially less convenient for the Tenant.

"Buildings" the buildings on the Estate from time to time and "Building" means any one of them.

"Club" the indoor recreational space or spaces within the Estate (including amenities/facilities within such spaces) which may be provided by the Landlord from time to time and which are designated by the Landlord as being the 'Club'.

"Commercial Units" all Units let or sold as retail, leisure or other commercial units (if any).

"Community Space" part or parts of the Estate designated by the Landlord from time to time as being available as community space.

"Concierge Services" shall have the meaning given to such expression in Schedule 8 Part 1.

"Data Protection Legislation" the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (or any successor to the DPA 2018, GDPR or Privacy and Electronic Communications Regulations) and the applicable version at the relevant time of any guidance or codes of practice in relation thereto issued by the Information Commissioner's Office from time to time.

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"Direct Customer Agreement" the direct customer agreement for the supply of heating to the Premises entered into between the Tenant and the Utility Service Provider or an agreement with a Utility Services Provider amending it or replacing it.

"**Estate Common Parts"** all parts of the Estate not let or sold nor intended to be let or sold including:-

(a) all roads, pavements, footways, cycleways, and access areas;

(b) all hard and soft landscaped areas, grounds or recreation or public amenity areas, and any benches, seats, ornaments, artwork, or sculptures and boundary structures;

(c) all lighting systems, lighting columns and ancillary installations;

(d) the retaining wall adjacent to the River Lea;

(e) the plant and store rooms and management accommodation serving the Estate;

(f) all Service Media (except any exclusively serving any building let or sold or intended to be let or sold); and

But excluding the Amenities, the Community Space and the Utility Services Infrastructure

provided that:

(a) the Estate Common Parts may from time to time be altered, but not so as to render access to the Block or the amenities of the Estate materially less convenient for the Tenant; and

(b) the Landlord may grant leases of parts of the Estate Common Parts to third parties provided that the grant of such leases does not render access to the amenities of the Estate materially less convenient for the Tenant.

"Estate Regulations" has the meaning set out in Schedule 3.

"Houses" all Residential Units sold as houses and "House" means any one of them.

"Insured Elements" all parts of the Estate not let or sold nor intended to be let or sold.

"Insured Risks" insurable risks of loss or damage by fire lightning earthquake explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped from them riot and civil commotion malicious damage storm bursting or overflowing of water tanks apparatus or pipes subsidence landslip or heave flood impact by road vehicles and such other insurable risks as may from time to time be required by the Landlord or required by the UK Finance Mortgage Lenders Handbook (subject to such exclusions excesses and limitations as may be imposed by the policy and subject to the exclusion of such risks as may not be insurable on reasonable terms).

"Interest Rate" four per cent per annum above the base lending rate from time to time of Barclays Bank PLC (or another bank nominated from time to time by the Landlord) or (if base lending rates cease to be published) such other comparable rate of interest as the Landlord (acting reasonably) specifies.

"Landlord's Expenses" solicitors' counsels' surveyors' and other consultants' and professional fees and costs bailiffs' fees and management charges incurred by the Landlord and including reasonable administration fees to account for the Landlord's own internal costs.

"Personal Data" has the meaning set out in the Data Protection Act 2018 and relates only to personal data or any part of such personal data processed under this Lease.

"Plan" the plan(s) attached to this Lease and any reference to a lettered or numbered plan is to the plan so lettered or numbered.

"Planning Acts" the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all other present or future statutes regulating the development design use and control of property.

"Pool and Spa Facilities" to include all or any of the following within the Estate which may be provided by the Landlord from time to time and designated as Pool and Spa Facilities;

(a) pool and spa including changing rooms;

(b) residents lounge area

"Private Apartments" the Apartments which are not Affordable Housing Units and "Private Apartment" means any one of them.

"Private Houses" the Houses which are not Affordable Housing Units and "Private House" means any one of them.

"Rents" the Rent the Service Charge and the other sums reserved by or payable by the Tenant under this Lease.

"Residents Facilities" any indoor recreational space or spaces (including amenities/facilities within such spaces) within the Estate and which may be provided by the Landlord from time to time and which are designated by the Landlord from time to time as being the 'Residents Facilities'.

"Residential Units" both the Apartments and the Houses.

"Section 106 Agreement" the Section 106 Agreement dated 30 October 2019 made between (1) St William Homes LLP and (2) The Mayor and Burgesses of the London Borough of Tower Hamlets and any variations thereto.

"Service Charge" and "Services" shall have the meanings given to such expressions in Schedule 8 Part 1.

"Service Media" all sewers drains pipes gullies gutters ducts mains channels wires cables conduits flues vents sprinklers and any other conducting media tanks and apparatus and other services and for the disposal of foul and surface water or any of them flues ducts meters (including those installed to measure quantities of electricity heat cooling and water consumed at the Premises) and apparatus for the supply of water gas electricity telephone television signals heating cooling broadband data services and all comfort cooling and analogous cooling systems and condensers chilling plant and any other equipment for the same and the flues ducts and apparatus serving the same but excluding the Utility Services Infrastructure.

"Site Plan" the plan attached to this Lease and marked Plan 1- Site Plan.

"Tenant's Internal Equipment" the pipes, cylinders, conduits, radiators, Service Media and associated equipment necessary for Utility Services within the Premises which flows from

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the output of the heat interface unit but excludes any part of the Utility Services Infrastructure.

"Units" means all Residential Units and Commercial Units within the Estate and **"Unit"** means any one of them.

"Usage Charge" the sum due from the Tenant in respect of the Tenant's consumption of the Utility Services and/or estimated consumption of the Utility Services at the Premises (for the avoidance of doubt this may include any amount from the adjustment to and/or recalculation of the costs of the Tenant's consumption of the Utility Services and any recalculation of the meters) to also include reasonable additional fees including all administration and other fees in calculating and providing bills to the Tenant.

"Utility Services" shall have the meanings given to such expression in Schedule 8 Part 1.

"Utility Services Infrastructure" all plant pump valves, engines, boilers, pipes, conduits and associated equipment necessary for the generation and distribution of the Utility Services as provided from time to time on the Estate up to and including the heat interface units within the Premises but excluding the Tenant's Internal Equipment and including any energy centre housing part of such infrastructure.

"Utility Service Provider" a utility provider or any other party which from time to time the Landlord has an agreement or arrangement for the supply of hot water and/or heat to the Premises.

"Value Added Tax" value added tax and any tax or duty of a similar nature substituted for or in addition to it.

1.2 any covenant given by more than one person will be joint and several.

1.3 any reference to statute (whether generally or specifically) includes all derivative instruments orders regulations and other matters all directives regulations and mandatory requirements of the European Union(so long as the same exists) and in each case any re-enactment or modification of them from time to time.

1.4 every obligation of the Tenant not to do an act or thing includes an obligation not to allow it to be done.

1.5 where the Landlord has a right to enter the Premises such right will also be exercisable by the Landlord's agents and any chargee from time to time and all persons authorised by the Landlord or such other persons with or without workmen and equipment.

1.6 the Landlord includes the person from time to time entitled to the reversion immediately expectant on the determination of the Term.

1.7 the Tenant includes its successors in title and in the case of an individual includes his personal representatives.

1.8 words denoting persons include firms companies and corporations and vice versa.

1.9 the singular includes the plural and vice versa and one gender includes any other.

1.10 the words "include" "includes" and "including" are deemed to be followed by the words "without limitation".

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1.11 references to any act or omission of the Tenant are deemed to extend to any act or omission of any sub-tenant or licensee of the Tenant or any person at the Premises or the Estate with the consent of the Tenant any sub-tenant or any licensee.

1.12 references to "this Lease" are to this deed as varied from time to time and any document which is supplemental to or collateral with or entered into pursuant to this deed.

2 **Demise**

In consideration of the Premium paid to the Landlord by the Tenant on or before the date of this Lease (the receipt of which the Landlord acknowledges) and of the Rents reserved by this Lease the Landlord with full title guarantee (subject to the provisions of paragraph 12 of Schedule 5) demises the Premises to the Tenant TOGETHER WITH (in common with all other persons from time to time entitled to them) the rights for the Tenant its undertenants and all persons authorised by the Tenant mentioned in part 2 of Schedule 1 (subject to the provisions of paragraph 10 of Schedule 5) EXCEPT AND RESERVING to the Landlord the occupiers of the Estate and all other persons from time to time entitled to them the rights mentioned in Part 3 of Schedule 1 TO HOLD for the Term SUBJECT to the provisions contained or referred to in any documents specified in Schedule 7 and any easements rights and privileges enjoyed by any other land or person which affect the Premises YIELDING AND PAYING for them during the Term:

2.1 the Rent (if demanded) annually in advance on 1 January in each year the first payment to be made on the date of this Lease (receipt of which the Landlord acknowledges); and

2.2 the Service Charge in accordance with the provisions of Schedule 8; and

2.3 within fifteen working days after demand any Value Added Tax from time to time payable by the Tenant under this Lease; and

2.4 within fifteen working days after demand all costs charges and expenses which the Landlord may from time to time incur in relation to or as a result of any breach of any obligation of the Tenant under this Lease; and

2.5 within fifteen working days after demand all other money payable or repayable by the Tenant to the Landlord under this Lease.

3 **Tenant's covenants**

The Tenant COVENANTS with the Landlord to observe and perform the obligations of the Tenant contained in Schedule 2 (Tenant's covenants) Schedule 3 (Regulations) Schedule 6 (Insurance) and Schedule 8 (Services and the Service Charge) or otherwise arising under this Lease.

4 **Landlord's covenants**

The Landlord COVENANTS with the Tenant to observe and perform the obligations of the Landlord contained in Schedule 4 (Landlord's covenants) Schedule 6 (Insurance) and Schedule 8 (Services and the Service Charge) or otherwise arising under this Lease.

5 **Provisos**

PROVIDED ALWAYS and it is agreed and declared as set out in Schedule 5 (Provisos) or otherwise arising under this Lease.

6 **New tenancy**

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This lease is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995

IN WITNESS of which this deed has been duly executed (but not delivered until) the day and year first above written.

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Schedule 1 Demise

Part 1 The Premises

1 The apartment shown edged in red on Plan 3 and known as Plot A1-13-03 (Plot 457) Block A1 Poplar Riverside London.

2 The Premises shall include each and every part thereof and all additions alterations and improvements thereto and shall also include the following:

2.1 the plaster tiles and decorative finishes applied to the interior of the external walls of the Block and of any structural or load-bearing walls and columns within the Premises but no other part of any such walls and columns

2.2 the entirety of any non-structural or non-load-bearing walls and columns within the Premises and any internal staircase within and exclusively serving the Premises

2.3 the inner half severed medially of any non-structural or non-load-bearing walls dividing the Premises from other parts of the Block (if applicable)

2.4 the screed and finish of the floors within the Premises and any layer of sound deadening and insulating material thereon and any floor finishes laid on such layer

2.5 the plaster and decorative finishes applied to the ceilings of the Premises

2.6 the doors door furniture and door frames of or within the Premises including the decorative finishes applied to the interior of the main door giving access to the Premises (but not the outer face and decorative finish of the main door giving access to the Premises)

2.7 in so far as they run through the Premises and exclusively serve the Premises all Service Media or other conducting media vested in the Landlord and from time to time up to the point where they connect to those of statutory undertakers or service providers

2.8 all landlord's fixtures and fittings from time to time in or upon the Premises including all sprinkler heads within the Premises

2.9 all sanitary and hot and cold water apparatus within the Premises from time to time exclusively serving the Premises

2.10 the Tenant's Internal Equipment

2.11 any doors door frames windows window frames and fittings or any forms of glazing which are in or comprise part of the external walls of the Block (including any Balcony doors and their frame and fittings and the guard rail, glass and grilles around the perimeter of any Balcony;

3 The Premises shall exclude the following:

3.1 any part or parts of the Block lying above the concrete soffit or below the concrete slab at floor level

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3.2 any of the foundations slabs main walls columns roof and roof space of the Block

3.3 any Service Media not exclusively serving the Premises

3.4 the Utility Services Infrastructure.

Part 2 Rights granted

1 The right at all times and for all purposes connected with the use of the Premises (but not otherwise) to pass and repass

1.1 with or without vehicles over the carriageway of the roads within the Estate Common Parts between the Premises and the adopted highway;

1.2 with or without bicycles over any cycleways within the Estate Common Parts between the Premises, the bicycle store and the adopted highway.

2 The right at all times and for all purposes connected with the use of the Premises (but not otherwise) to pass and repass on foot only over such of the footways and pedestrian access areas of the Estate Common Parts, and the halls, landings, corridors, passages and staircases of the Block Common Parts and Apartments Common Parts that give access to the Premises and/or any allocated bin and recycling store or cycle store.

3 The right to the free passage and running (subject to temporary interruption for repair, alteration or replacement) of water, soil, gas, electricity, telephone and communications and other services to and from the Premises in and through the Service Media that now or may in the future serve the Premises laid in, through, upon, over or under the Estate.

4 Subject to the right reserved to the Landlord at Schedule 1 Part 3 Paragraph 10 and Part 3 Paragraph 11 the right to the passage of water to and from the Premises through any Utility Services Infrastructure now or during the Term constructed or laid under the rest of the Estate and serving the Premises subject to the right of the Landlord to alter, stop up or remove any of the Utility Services Infrastructure reserved by Schedule 1 Part 3 Paragraph 11.

5 The right (to the extent only that it cannot reasonably be achieved from the Premises) at all convenient times to enter the rest of the Estate to inspect and execute works of cleaning, maintenance, repair, alteration and renewal to the Premises.

6 The right to use any areas within the Estate designated from time to time by the Landlord for recreational purposes in accordance with any regulations made by the Landlord from time to time.

7 The right to use such bin and recycling store within the Estate which is allocated by the Landlord from time to time for the disposal of normal household waste.

8 The right (subject to first providing to the Landlord a waiver and indemnity (in such form as the Landlord may require in its absolute discretion) in respect of any loss or damage or theft of any cycle) to use such cycle store within the Estate which is allocated by the Landlord from time to time for the sole purpose of storing one or more bicycles on a first come first served basis.

9 The right of shelter, support and protection for the Premises by and from the rest of the Estate.

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10 A right to use such Balconies (if any) (and including the airspace to the height of one storey above the lower surface of the Balcony), as are adjacent to the Premises and shown edged blue on Plan 3 for peaceful recreational purposes subject to complying with the Balcony Regulations, together with a right of access to and from the Premises to such Balcony.

11 Subject to the right reserved to the Landlord at Schedule 1 Part 3 Paragraph 13 the right to use the Amenities, the Community Space and the Premium Services during such times of operation as the Landlord shall specify from time to time for recreational purposes in accordance with any regulations made by the Landlord from time to time. The Tenant acknowledges that:

11.1 each of the Amenities and / or the Community Space and / or Premium Services shall not become available and operative until the Landlord has confirmed in writing to the Tenant that the relevant Amenity and / or Community Space and/or Premium Service is open and ready for use; and

11.2 the Landlord may at any time in the interests of good estate management remove, suspend or discontinue the provision of any Amenity and / or Community Space and / or Premium Service.

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Part 3 Rights excepted and reserved

1 A right to enter upon the Premises for any of the purposes mentioned in this Lease.

2 A right to the free and uninterrupted passage and running of all services from and to the rest of the Estate and all other buildings and land through and along all Service Media and / or Utility Services Infrastructure from time to time within but not exclusively serving the Premises.

3 A right at all reasonable times after giving not less than 48 hours' reasonable notice (except in emergency (and as to what constitutes an emergency shall be at the sole discretion of the Landlord)) to enter into and upon the Premises (or any Balconies attached to the Premises) to inspect maintain clean repair test renew replace rebuild or carry out works or alterations to the Premises (including the removal of any unauthorised alterations) or any other part of the Block plant or equipment or Service Media and / or Utility Services Infrastructure and to lay and make connections to any Service Media and / or Utility Services Infrastructure within or to be within but not exclusively serving the Premises or for any other purpose connected with the Landlord's interest in the Block or the Estate or in any other land in which the Landlord may from time to time have any interest.

4 All rights of light or air now subsisting or which might (but for this exception) be acquired over any other land.

5 A right for the Landlord in its absolute discretion to deal as it may think fit with any part or parts of the Estate or any land or premises adjacent or near to the Estate and to erect thereon any buildings whatsoever and to make any alterations or additions and carry out any excavation demolition rebuilding or other works (including the erection and use of scaffolding hoists cranes sheeting and hoarding in connection with such works) which they may think fit or desire to do whether such buildings alterations or works shall or shall not affect or diminish the access of light or air to the Premises.

6 A right of support shelter and protection from the Premises for the remainder of the Block.

7 A right for any crane or cradle or similar form of building maintenance unit (including any equipment for window cleaning) to oversail the Block (including any Balcony of any of the Apartments within the Block).

8 The right to alter or subject to:

8.1 adequate alternative provision which is not materially less convenient than that previously existing; and

8.2 there being no interruption to use of the Service Media other than temporary interruption for reconnection purposes

to stop up or remove any of the Service Media in which case the rights granted by this Lease shall be exercised in respect of such altered diverted or alternative equipment or position of the same in substitution of that in respect of which rights where previously exercisable and the Service Media insofar as thereby varied shall be construed accordingly.

9 The right for the Landlord or its agents to enter onto the Premises upon giving 24 hours' notice and as often as required to inspect test maintain repair replace and/or renew any fire sprinkler system or any replacement fire management strategy.

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10 The right for the Landlord or its agents or a Utility Services Provider or its agents to enter onto the Premises upon giving 24 hours' notice and as often as required to inspect test maintain repair replace and/or renew any Utility Services Infrastructure.

11 The right to alter modify or replace the method by which hot water and/or heating and/or cooling is provided to the Premises and remove modify and/or replace any of the Service Media and / or Utility Services Infrastructure in relation to the same in which case the rights granted and excepted and reserved by this Lease shall be construed accordingly.

12 Where in the Landlord's reasonable opinion, in the interests of good estate management , the Utility Services Infrastructure is uneconomical to maintain the Landlord may cease to provide the Utility Services to the Premises and the Block (and if applicable the Estate) and disconnect dismantle and remove the Utility Services Infrastructure from the Premises and the Block and (if applicable) the Estate provided that once the Utility Services cease to be provided the provisions in this Lease in relation to the Utility Services including the payment of the Usage Charge shall cease to be applicable for the reminder of the term of this Lease without prejudice to any antecedent breach Provided always that there is an alternative means of energy supply to the Premises and the Block (and if applicable) the Estate either by the Landlord or a third party energy provider with whom the Tenant directly contracts for the supply of energy to the Premises.

13 Where in the Landlord's reasonable opinion, in the interests of good estate management any one of the Amenities and / or the Community Space is uneconomical to maintain and/or provide or for any other reason the Landlord may on giving not less than 3 months' prior written notice to the Tenant cease to provide the relevant Amenity and upon expiry of such notice the following will apply:

13.1 the provisions in this Lease in relation to the relevant Amenity will cease to apply for the remainder of the Term of this Lease without prejudice to any antecedent breach and the definition of Service Charge and Services will be constructed accordingly; and

13.2 the Landlord will have the right to deal with the relevant Amenity in its absolute discretion including converting the relevant Amenity into one or more Units.

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Schedule 2 Tenant's covenants

1 **Pay Rents and interest**

1.1 To pay the Rents without deduction counterclaim or set off (whether in each case legal or equitable) at the stated times and by such method of payment as the Landlord so requires

1.2 Without prejudice to any other right remedy or power of the Landlord if the Rents are not paid on the due dates or if any other Rents are due but unpaid for a period exceeding ten working days to pay on demand to the Landlord interest on them at the Interest Rate (before and after any judgment) from the date when they became due until payment of them calculated on a daily basis.

2 **Pay taxes and outgoings and for utility services and shared facilities**

2.1 To pay all rates taxes charges and other sums or outgoings of any kind payable (whether or not of a capital or non-recurring nature) which now are or may at any time be charged or assessed on the Premises or on the owner or occupier of them (excluding any payable by the Landlord in respect of the receipt of Rents or occasioned by any dealing with the reversion to this Lease) and in the absence of any direct assessment to pay to the Landlord a fair proportion of them (to be determined fairly and reasonably by the Landlord)

2.2 To pay direct to the suppliers against all charges for water gas (if any) electricity telephone and any other supplies to the Premises

2.3 To contribute towards the cost of cleaning maintaining repairing preserving decorating renewing replacing or rebuilding Service Media and all services things and facilities (including walls roads pavements forecourts service yards service areas and accesses) used or enjoyed by the occupier of the Premises in common with the occupier of any other property to the extent that such cost is not recoverable as part of the Service Charge.

3 **Repair and decoration**

3.1 To keep the Premises in good and substantial repair and condition and when necessary to replace and renew any Landlord's fixtures and fittings with new ones of equivalent quality and value to the reasonable satisfaction of the Landlord (damage by any Insured Risk excepted save to the extent that the insurance money is irrecoverable by reason of the act or default of the Tenant or any undertenant or their respective agents or licensees).

3.2 In every fifth year of the Term and also in the last six months of the Term (howsoever determined) to prepare and paint decorate or otherwise treat as appropriate all parts of the Premises which are usually painted decorated or treated.

3.3 To keep the Premises clean and tidy.

3.4 To clean at least once in each month the inside of the windows the outside of any reversible windows and where the Premises enjoy exclusive access to a Balcony the outside of the windows and the exterior door (including frame) accessible from such Balcony and any guard rails, glass, grilles around the perimeter of the Balcony and any screen separating the Balcony from any other part of the Block and the Landlord at its absolute discretion from time to time, may undertake

such exterior cleaning as part of the Services, recovering its costs in doing so under the Service Charge.

3.5 To carry out all works of repair decoration and maintenance and other treatment of the Premises in a proper and workmanlike manner in accordance with good practice current at the time and with good quality materials.

3.6 To be responsible for the damage caused to the Premises or other parts of the Estate or to the Landlord or its tenants through the bursting overflowing or stopping-up of that part of the Service Media which is comprised in or used exclusively for the benefit of the Premises occasioned by or through neglect of the Tenant its agents or licensees (damage by any Insured Risk excepted save to the extent that the insurance money is irrecoverable by reason of the act or default of the Tenant or any undertenant or their respective agents or licensees).

3.7 To be responsible for the cost of any damage caused to the Service Media as a result of the Tenant's interference with the same.

3.8 Not at any time to repair or maintain or in any way interfere with the meters and Utility Services Infrastructure within the Premises or any other part of the Utility Services Infrastructure and the Tenant shall be responsible for the cost of any damage caused to the Utility Services Infrastructure as a result of the Tenant's interference with the Utility Services Infrastructure.

3.9 To bear the whole expense of any repair to any part of the Block or the Estate made necessary by the act, negligence or default of the Tenant or any member of the Tenant's household or any subtenants or their respective employees, agents, licensees or visitors except to the extent that the Landlord receives insurance monies in respect of such repair including any damage or interference with any aerials and services of the Block and/or Estate or any fire- fighting appliances (if any) within the Block and/or the Estate.

3.10 To keep clean and tidy and in repair the non-structural surface of any Balcony over which rights have been granted.

4 **Permit entry**

To permit the Landlord and those authorised by the Landlord (including any Utility Service Provider) at all reasonable times on giving reasonable notice (except in case of emergency) to enter the Premises (with or without workman and others and equipment):

4.1 to examine and note the condition thereof and

4.2 to inspect the Premises to establish if there has been a breach of any of the covenants in this Lease

4.3 for any purpose connected with the Landlord's interest in the Premises or the Block

4.4 to exercise the rights excepted and reserved in this Lease

4.5 for any other lawful purpose.

5 **Remedy breaches**

5.1 To remedy and make good all breaches of covenant and to commence and complete as quickly as possible all works for which the Tenant is liable under this

Lease immediately after service of a written notice by the Landlord requiring such works

5.2 If the Tenant does not commence such works within one month of service of such notice (or sooner if requisite) or does not complete them within a reasonable time the Landlord may (without prejudice to the right of re-entry contained in this Lease) enter the Premises to carry out such works the cost of which (including all Landlord's Expenses in connection with them) is to be repaid by the Tenant and be recoverable by the Landlord as Rents on demand.

6 **Defects**

Regularly to inspect the Premises and forthwith to notify the Landlord of any defect in or damage to the Premises or the Block:-

6.1 which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to common law or statue

6.2 for which the Landlord may be primarily or wholly responsible under the terms of this Lease or any statue; or

6.3 which might be caused by an Insured Risk and at all times to display and maintain all notices in respect of such defect or damage which the Landlord or its insurers may from time to time require to be displayed at the Premises.

7 **Yielding up**

At the expiration or sooner determination of the Term quietly to yield up to the Landlord the Premises in such repair and condition as complies with the Tenant's obligations under this Lease.

8 **Fire precautions**

To comply with any fire prevention/management strategy made by the Landlord and notified to the Tenant in writing.

9 **Alterations**

9.1 Not to:-

(a) cut, maim, injure or make any alteration to any structural part of the Premises;

(b) make any alteration to the external appearance of the Premises or the Block including any guard rail, glass or grille surrounding any Balcony over which rights have been granted nor to install any additional screening on the Balcony;

(c) install or erect any lighting, shade, awning, canopy or other structure on any external part of the Premises or the Block;

(d) do anything to:

(i) any walls which divide the Premises from any other parts of the Block; or

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(ii) the floors or ceilings of the Premises;

which would have the effect of reducing sound insulation or compromising fire safety

(e) make any other alteration, improvement or addition to the Premises (other than permitted by paragraph 9.2).

9.2 Not to make any non-structural alteration in the internal layout or arrangement of the Premises except with the previous consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) and in accordance with drawings and specifications previously submitted in triplicate to and approved in writing by the Landlord provided that the Landlord may as a condition of giving any such consent require the Tenant to enter into such covenants with the Landlord as the Landlord may reasonably require with regard to the execution of any such alterations or otherwise including using good sound and substantial materials all of which may be subject to inspection and approval by the Landlord.

9.3 Not to make any alteration or addition to the Service Media in or serving the Premises or the Tenant's Internal Equipment nor to connect any apparatus thereto which might endanger or overload them.

9.4 Not to make any alterations or additions to the layout of the kitchen or to any kitchen appliances without the prior consent of the Landlord.

9.5 If the Tenant fails to observe the covenants contained in this clause the Landlord may enter the Premises and reinstate or remove any unauthorised alterations or additions and make good all damage caused, the cost of which work shall be repaid by the Tenant and recoverable by the Landlord as a debt on demand and the Landlord shall be under no obligation to consult with the Tenant as to the cost of such works.

10 **Easements**

10.1 Not to obstruct any window or light or openings or abandon any easement from time to time enjoyed by the Premises

10.2 To give immediate written notice to the Landlord of any encroachment on or circumstance which might result in the acquisition of any easement or other right over the Premises and to take or join in such proceedings or take such other steps as the Landlord may reasonably require to prevent any such acquisition.

11 **Alienation**

11.1 In this paragraph (unless expressly provided to the contrary) the expression "sub-lease" means a sub-lease whether immediately or mediately derived out of this Lease and "sub-let" or "sub-letting" or "sub-lessor" or "sub-lessee" shall be construed accordingly

11.2 Not to charge, part with or share possession or occupation of the whole or any part or parts of the Premises except by way of an assignment or sub-letting or charge of the whole of the Premises and in accordance with the following sub-paragraphs.

11.3 Not at any time to sub-let the whole of the Premises except:

(a) with the prior written consent of the Landlord (or its agents) which shall not be unreasonably withheld or delayed; and

(b) by way of a written assured shorthold tenancy agreement;

(i) of not less than 3 months duration; and

(ii) which contains a covenant on the part of the sub-lessee to comply with the covenants on the part of the tenant contained in this Lease (other than as to payment of Rents) unless such sublease is for the purposes of Sharia law financing requirements where in such case the sublease must also contain a provision for the payment by the sub-lessee of the Rents in the same manner as contained in this Lease

(iii) prohibits any further underletting ; and

(iv) contains a declaration in substantially the same terms as Schedule 5 paragraph 15 (Data Protection Legislation)

11.4 Not to assign this Lease unless the intended assignee has entered into a deed of covenant with the Landlord substantially in the terms of the deed set out in Schedule 10 that the assignee shall observe and perform all of the covenants on the part of the Tenant and the conditions contained in this Lease

11.5 On demand to furnish the Landlord with particulars of any interest in the Premises including particulars of the rents payable under any sublease and such copy documents as the Landlord may require

11.6 To pay to the Landlord or its agents a reasonable administration fee in connection with any request for consent or information in connection with a proposed sub-letting or assignment of the Premises.

12 **Register devolutions**

Within one month of the creation or disposition of any interest in or charge over the Premises to give written notice of it to the Landlord (or its agent) and produce a certified copy of any relevant document and to pay a reasonable registration fee to the Landlord (or its agent as applicable) and if the Tenant fails to give such notice the Tenant must pay the reasonable costs which may be incurred by the Landlord in tracing the Tenant.

13 **Information about the Premises**

13.1 From time to time on demand to furnish the Landlord with full particulars of all interests in the Premises

13.2 To disclose such information as the Landlord may from time to time require in relation to any application or request made or particulars produced to the Landlord.

14 **Landlord's costs**

To pay to the Landlord on a full indemnity basis all costs claims demands and expenses (including but without prejudice to the generality of the foregoing all Landlords' Expenses) incurred by the Landlord in contemplation of or in relation to or as a result of:

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14.1 any notice under sections 146 or 147 of the Law of Property Act 1925 and/or any proceedings pursuant to such notice (even if forfeiture is avoided otherwise than by relief granted by the court)

14.2 any breach of any obligation of the Tenant under this Lease

14.3 any application for consent under this Lease

14.4 in connection with the approval and supervision of any works of repair or permitted works of alteration carried out on or to the Premises.

14.5 in connection with any queries raised by the Tenant including without limitation any requests for information, copy documents and general enquiries relating to this Lease.

15 **Statutory requirements**

15.1 At its own expense to comply with statute common law and all relevant codes of practice or the requirements of any government department, local authority or other public or competent authority or court in relation to the Premises (whether or not such requirements are imposed upon the owner occupier or any other person)

15.2 To pay to the Landlord a due proportion (to be reasonably determined by the Landlord) of all Landlord's Expenses in relation to compliance with such requirements or notices where they relate both to the Premises and to other land.

16 **Planning**

16.1 To comply in all respects with the Planning Acts

16.2 Not to make any objection to any applications which may be submitted to the local planning authority from time to time by or on behalf of the Landlord for planning permission in relation to the Estate or any part or parts of it

16.3 At any time and from time to time to enter into such agreements or obligations under the Planning Acts (whether under section 106 of the Town and Country Planning Act 1990 or otherwise) as may be required by the Landlord in relation to the Estate or any part or parts of it in relation to town and country planning provided that the agreement or obligation is expressed not to bind or to be enforceable against the owner or occupier of the Premises or any mortgagee of such person

16.4 Not without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld in the case of any alterations to the Premises for which the Landlord's consent could not be unreasonably withheld or would not be required under this Lease) to apply for or implement any planning permission or certificate of lawfulness of use or serve any notice under the Planning Acts relating to the Premises.

17 **Notices**

Within seven days of receipt (or sooner if requisite) to produce to the Landlord full particulars of any notice order permission or proposal in relation to the Premises and at

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the reasonable request of the Landlord to make or join with the Landlord in making such objections or representations in respect of it as the Landlord reasonably requires.

18 **Indemnity**

To indemnify the Landlord against all actions proceedings claims demands losses costs expenses damages and liability (including any liability for any injury to any person or damage to any land or other property) arising directly or indirectly from any breach of any obligation of the Tenant under this Lease or the state and condition or any use of the Premises or any act or omission of the Tenant.

19 **Incumbrances**

To indemnify the Landlord in respect of all covenants and other matters relating to the Premises or to any of the rights granted by this Lease (and in particular those contained or referred to in any documents specified in Schedule 7) so far as they are enforceable.

20 **Regulations**

To observe and perform the Estate Regulations and all other regulations made by the Landlord from time to time and notified to the Tenant relating to the management and / or use of the Block and/or the Estate.

21 **Balcony Regulations**

In relation to the Balcony Regulations and enforcement of the same:

21.1 To require any tenant or invitee of the Tenant to observe and perform the Balcony Regulations and to provide for the same in any tenancy or analogous agreement entered into with any such tenant

21.2 The Tenant will as soon as reasonably practicable deal with any type of anti-social behaviour or disturbance caused by its tenants or their occupiers to any residents in the Block or Estate and take all necessary action to ensure that such anti-social behaviour or disturbance is not repeated

21.3 To provide each new undertenant and subsequent occupier of any part of the Premises with the Balcony Regulations which the Tenant undertakes with the Landlord to explain to such parties prior to them taking occupation

21.4 In the event of any breach of any Balcony Regulations the Tenant shall at its own cost remedy such breach to the reasonable satisfaction of the Landlord within 5 working days of being notified of such breach by the Landlord or its managing agents and in default the Landlord may enter on to the relevant Balcony and remedy such breach and the costs thereof shall be a debt due from the Tenant to the Landlord and if not paid within 14 days of demand shall attract interest thereon at the Interest Rate.

22 **Value Added Tax**

22.1 To pay all Value Added Tax in respect of all taxable supplies made to the Tenant under this Lease or as the case may be to repay to the Landlord any Value Added Tax borne by the Landlord in respect of taxable supplies made to the Landlord (except to the extent in the latter case to which the Landlord recovers it) and in every case where under this Lease the Tenant is obliged to pay an amount of

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money such amount shall be regarded as being exclusive of all Value Added Tax from time to time payable on it

22.2 To pay any and all VAT payable by the Landlord (where the Tenant reimburses the Landlord's costs under this Lease) in so far as the Landlord cannot recover the same in connection with its VAT accounts in relation to the Premises.

23 **Wayleaves and easements**

Upon any request being made from time to time by the Landlord to join in and be a party to any deed or document required by the Landlord to grant easements wayleaves leases licences rights or privileges over or in respect of the Premises to any local authority or any other body exercising powers under statute or by Royal Charter or any utility service or supply company or other person in connection with services to be provided for the benefit of the Premises or any part of the Estate and to execute and complete such deed or document without delay and being responsible for its own costs.

24 **Utility Services**

24.1 The Landlord may at any time during the term of this Lease, serve written notice of not less than 4 weeks on the Tenant stating that the Landlord no longer intends to provide the Utility Services and/or to deal with such matters that are covered by the Usage Charge, and instead designates a Utility Services Provider who is willing to enter into a written agreement with the Tenant to provide the Utility Services;

24.2 Upon the expiry of the notice served in accordance with paragraph 24.1 above the obligations of the Landlord to provide the Utility Services and/or deal with such matters that are covered by the Usage Charge shall be suspended and the definition of Service Charge shall during such period exclude (as appropriate) the Utility Services Infrastructure Service Charge until such time as the Landlord has resumed responsibility for the provision of the Utility Services and/or matters that are covered by the Usage Charge;

24.3 The Landlord shall use reasonable endeavours to procure that the Utility Services Provider makes an offer to the Tenant as soon as reasonably practicable after the service of the notice in accordance with paragraph 24.1 above to enter into a Direct Customer Agreement prior to the expiry of the notice in accordance with paragraph 24.1 above;

24.4 The Tenant shall enter into the Direct Customer Agreement in respect of the Utility Services and/or the Usage Charge as appropriate and shall further enter into any replacement Direct Customer Agreement at the request of the Landlord;

24.5 The Tenant covenants with the Landlord not to assign this Lease without simultaneously procuring that the assignee enters into a Direct Customer Agreement provided that the Landlord has served a notice in accordance with paragraph 24.1 above and has ceased providing the Utility Services and/or matters that are covered by the Usage Charge (as appropriate); and

24.6 The Tenant further covenants with the Landlord not to enter into any arrangement for the supply of ambient temperature water and heat or gas (for the purpose of space and water heating) and any supplier or utilities company other than the Landlord or a Utility Services Provider.

25 Usage Charge

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25.1 To pay on demand or to the order of the Landlord the Usage Charge within 10 working days of written demand

25.2 During such times as a Direct Customer Agreement is in place, to observe and perform the customer's obligations under the Direct Customer Agreement (or procure their performance by the occupier of the Premises) including the payment of the Usage Charge.

26 Parking Permits

The Tenant acknowledges to the Landlord that it has been made aware of the provisions of the Sixth Schedule of the Section 106 Agreement and further covenants with the Landlord and separately with the Mayor and Burgesses of the London Borough of Tower Hamlets ("the Council") not to apply for nor knowingly permit an application to be made by a person residing in the Premises to the Council for a resident's parking permit in respect of the Premises and if such permit is issued then it will be surrendered within seven days of written request to do so from the Landlord and/ or the Council and this covenant shall be enforceable by the Council under Section 1 of the Contracts (Rights of Third Parties) Act 1999 save that any resident who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) shall be entitled to a residents parking permit.

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Schedule 3 Estate regulations

1 Prohibited user and nuisance

1.1 Not to use the Premises except as a private residential apartment for occupation by a single household only

1.2 Not to use the Premises for any noisy offensive dangerous illegal or immoral purpose nor for gambling or betting

1.3 Not to hold on the Premises any political meeting or public show or spectacle nor any sale by auction

1.4 Not to do anything on the Premises or on any part of the Estate which may be or become a nuisance damage disturbance or obstruction to the Landlord or any occupier of any other part of the Estate

1.5 Not to play or use any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practice any singing in the Premises at any time so as to be audible or otherwise discernible outside the Premises.

2 Refuse and deleterious substances

2.1 Not to burn any rubbish on the Premises or on any other part of the Estate and not to deposit any rubbish on the Premises or on any other part of the Estate other than in proper receptacles as allocated from time to time by the Landlord and (except to the extent that this is carried out as part of the Services) and to arrange for removal from the Premises at the Tenant's own expense items not customarily removed as part of household refuse collection (including without limitation mattresses, furniture or machinery).

2.2 Not to permit any substance which is or might become of a dangerous hazardous polluting or contaminative nature or which might in any way adversely affect or damage the Estate any Service Media other land or water or the environment or cause harm to human health to be in on or under or to escape from the Premises and if the Tenant becomes aware of any such substance in on under or escaping from the Premises to give immediate written notice of it to the Landlord and to remove or remediate it in compliance with the requirements of the Landlord or any competent authority.

3 Overloading and damage

Not to overload the Premises nor damage overload or obstruct any other part of the Estate or the Service Media.

4 Signs and advertisements

Not to exhibit any form of flag sign advertising or notification material which is visible from the exterior of the Premises including without limitation "for sale" or "to-let" signs.

5 The exterior of the Block

5.1 Not at any time to interfere with the external decorations, painting, cleaning, inspections, maintenance and repair of the Block and not to erect or install on any part of the Block any aerial dish or other apparatus for the receipt or transmission of broadcast signals or security or other equipment

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5.2 Not to hang any curtains blinds or other window coverings in the windows of the Premises other than curtains blinds or coverings which are white cream or beige as viewed from the outside and to replace any broken as soon as reasonably practical.

6 **The Balcony Regulations**

6.1 Nothing shall be stored on the Balcony except high quality garden furniture and/or potted plants of an appropriate size so as not to be visible over the railing of the Balcony and provided that such items are fixed securely and are incapable of being blown over and any potted plants are not excessively watered so as to create run off onto the Balcony or any other part of the Block.

6.2 There shall be no hanging out of washing or airing of clothes, bedding, towels or any other similar items in addition, no flower box pot or other article shall be hung placed or exposed on the Balcony.

6.3 No items shall be permitted that need affixing to the fabric of the Block.

6.4 There shall be no alterations or additions to the Balcony and no screens of any kind shall be erected on them and nothing affixed to the fabric of the Block.

6.5 The Balcony shall be kept clean and tidy at all times and the Tenant shall clean at least once in each month the inside face of any glass screen surrounding any such Balcony.

6.6 No items of excess weight which may cause overloading of the Balcony shall be permitted.

6.7 Music or musical instruments shall not be played or listened to on the Balcony so as to be audible to third parties.

6.8 Not to use any Balcony or any other part of the Estate so as to cause annoyance to the other occupiers of the Estate or so as to be audible between the hours of 10.00 p.m. and 9.00 a.m.

6.9 There shall be no anti-social behaviour (as determined by the Landlord) of any kind on the Balcony.

6.10 Not to install or use any barbecue equipment on the Balcony or bring onto or use on the Balcony any barbecue gas canisters or other flammable substance.

6.11 To maintain any tap or equipment for the supply of water which may be installed on the Balcony.

6.12 To ensure that any item on the Balcony is fixed and secure and incapable of being blown over.

6.13 Not to permit any gathering of persons or activities on any Balcony as would make it unsafe.

6.14 Not to permit any pet to be on the Balcony unless the Tenant or a member of the Tenant's household is also on the Balcony supervising such pet.

6.15 Not to permit any white goods or gym equipment to be placed on the Balcony.

7 **Miscellaneous regulations**

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7.1 Not to keep any petrol or other flammable or inflammable substances in or about the Premises.

7.2 Other than in accordance with any right granted in Schedule 1 Part 2, not to leave or park (other than temporarily for the purposes of deliveries to and from the Premises) on any part of the Estate any motor vehicle motor cycle bicycle perambulator or other vehicle and to observe all regulations made by the Landlord from time to time relating to the parking of vehicles (and the Tenant acknowledges the right of the Landlord or its agents to enforce parking regulations on the Estate as it considers necessary in the interests of good estate management included but not limited to the introduction of parking permits).

7.3 Not to park or accommodate any liveried commercial vehicle caravan or boat on any parking space or any other part of the Estate (other than temporarily for the purpose of deliveries to and from the Premises)

7.4 Not to carry out upon any part of the Estate any repairs or servicing to any motor vehicle (except in case of an emergency).

7.5 To pay the cost of making good any damage at any time caused by the Tenant or his agents licensees or visitors to any part of the Estate or to the person or property or the owner or occupier of any other land by the carrying in or removal of furniture or other goods to or from the Premises or otherwise howsoever.

7.6 If the Premises are to be left unoccupied for any continuous period of more than seven days to turn off the mains water supply to the Premises.

7.7 If the Premises are to be left unoccupied for any continuous period of more than two calendar months to notify the Landlord in writing of the name and address of a suitable local and responsible person who shall be responsible for the observance and performance on behalf of the Tenant of the Tenant's obligations in this Lease.

7.8 Not to keep any pets or any other animal in the Premises without the prior written consent of the Landlord or its agent (such consent not to be unreasonably withheld or delayed) and which if given will be subject to the Tenant complying with any "pets policy" as made by the Landlord or its agent from time to time and paying an administrative fee to the Landlord's agent for the issue of such consent. Such consent may be revoked by the Landlord or its agent by notice giving reasonable written reasons and it shall be reasonable to revoke such consent if any nuisance or annoyance is caused to other occupiers of the Estate.

7.9 Not to permit any invitees friends or employees of the Tenant or their children to play upon any hall staircases landings or passageways within the Estate.

7.10 To keep any layer of material laid on the floor slab of the Premises for the purposes of sound deadening and insulation in place and intact and in good repair and covered with floor covering surfaces and from time to time when necessary to replace such layer with material of at least the same effectiveness in sound deadening and insulation.

7.11 At all times when not in use to keep shut the entrance door to the Premises and/or any entrance door to or within the Block and between the hours of 10.00 p.m. and 9.00 a.m. not to make any avoidable noise in any part of the Estate.

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7.12 Not to use the halls staircases landings and passageways within the Estate otherwise than in accordance with the proper exercise of the rights herein granted and not to store any items (including mats, plants, furniture, bicycles, prams or pushchairs) within them.

7.13 Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks or basins lavatories cisterns or waste or soil pipes in the Premises.

7.14 Not to permit or allow any dog fouling on any part of the Estate.

7.15 Not to organise permit or take part in social gatherings ball games parties or meetings on any part of the Estate not designated by the Landlord for such activities.

7.16 Not to operate remotely piloted aircraft or other unmanned aerial vehicles or drones or similar whatsoever on or over any part of the Block or Estate.

7.17 Not to make or permit or suffer to be made any claim or objection in respect of works of construction building installation alteration addition or repair carried out on the Estate or upon any land or property of the Landlord or in which the Landlord has an interest adjoining or near thereto by the Landlord or by any persons authorised by it.

7.18 At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Landlord may from time to time in its reasonable discretion think fit to make for the management care and cleanliness of the Estate and the comfort safety and convenience of all the occupiers of the Estate.

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Schedule 4 Landlord's covenants

1 **Quiet enjoyment**

That the Tenant paying the Rents and complying with its other obligations under this Lease may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming through under or in trust for it.

2 **Terms of other leases**

That every lease of an Apartment in the Block hereafter granted by the Landlord at a premium shall contain covenants of a substantially similar nature to those contained in Schedule 2 and regulations of a substantially similar nature to those contained in Schedule 3 (to the extent relevant to and appropriate in the reasonable opinion of the Landlord to the relevant apartment).

3 **Voids**

To pay the Service Charges (but only in relation to expenditure actually incurred by the Landlord and expressly excluding any contribution towards future periodic or anticipated future expenditure and any management fees) in respect of Apartments within the Estate which are intended to be let by the Landlord on leases containing similar provisions as to the payment of the Service Charge to those herein contained from the date the relevant Apartment is in all respects ready for occupation until the sale of such apartment is completed.

4 **To enforce**

At the request of the Tenant and subject to payment by the Tenant of (and provision beforehand of such security as the Landlord may require for) the costs of the Landlord on a complete indemnity basis to enforce any covenants of a substantially similar nature to those contained in Schedule 2 and any regulations of a substantially similar nature to those contained in Schedule 3 entered into by the tenant of any other Apartment in the Block or entered into by the tenant of any commercial premises in the Block Provided that the Landlord may in its absolute discretion before taking any action require the Tenant (at the cost of the Tenant) to obtain for the Landlord from counsel to be nominated by the Landlord written advice as to the merits of the contemplated action in respect of the allegations made and the Landlord shall not be bound to take action unless counsel advises that action should be taken and is likely to succeed.

5 **Provision of services**

That subject to payment by the Tenant of the Service Charge and to the provisions of Schedule 8 the Landlord will use reasonable endeavours to carry out and provide or procure the carrying out and provision of the Services (so far as appropriate or possible having regard to the state of completeness of the Estate from time to time) provided that:

5.1 the Landlord shall not be liable for any breach of such obligations where the breach arises from:

(a) temporary interruption due to the maintenance inspection or repair (including improvements) of the Estate or the Service Media or the Utility Services Infrastructure or any other installations or apparatus

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(b) temporary closure of any part of the Estate where there is no reasonable alternative means of effecting repairs cleaning or the carrying out of any improvements

(c) damage destruction breakdown or malfunction by reason of mechanical or other defect or by an Insured Risk

(d) inclement weather

(e) shortage or lack of availability of fuel materials water or labour

(f) any act omission or negligence of any person undertaking such obligations on behalf of the Landlord, or

(g) any other cause beyond the reasonable control of the Landlord

provided that the Landlord shall take all necessary practicable steps to restore performance of its obligations or provide a reasonable suitable alternative (where necessary) as soon as reasonably practicable.

6 **Land Registry Restriction**

Within 21 days after the receipt of a duly executed deed of covenant substantially in the form set out at Schedule 10 (adapted to the circumstances), together with a documentation fee of one hundred pounds plus VAT or such higher sum as the Landlord shall from time to time reasonably determine; and conditional on there being no Rents unpaid (whether by the person producing the deed of covenant or any predecessor in title) the Landlord shall consent to the registration of the disposition in question in the terms required by the Land Registry restriction referred to in Schedule 5 paragraph 14.

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Schedule 5 Provisos

1 **Re-entry**

Without prejudice to any other right remedy or power of the Landlord it will be lawful for the Landlord or any person authorised by the Landlord to re-enter the Premises (and upon re-entry the Term will determine but without prejudice to any claim by the Landlord in respect of any antecedent breach of any obligation of the Tenant under this Lease) if:

1.1 any Rents remain unpaid for twenty working days (whether formally demanded or not) or

1.2 there is any breach of any obligation of the Tenant under this Lease.

2 **Exclusions**

2.1 Except where expressly granted by this Lease the Tenant will not have:

(a) the benefit of any easement right or privilege

(b) the benefit of or the right to enforce or to prevent the release or the modification of any covenant agreement or condition benefiting the whole or any part of the Estate to which any land not comprised in the Estate may from time to time be subject, or

(c) the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by anyone in respect of any property or operate to confer upon the Tenant any easement right or privilege over or to prejudice prevent or restrict (or entitle the Tenant to any compensation in respect of) the use repair rebuilding alteration demolition or development of any land or property not comprised in this Lease whether the same shall be subject to or free from obligations agreements declarations and stipulations similar to those herein.

2.2 The Landlord gives no express or implied warranty that any uses permitted by this Lease will be or remain a lawful or authorised use under the Planning Acts or otherwise.

2.3 So far as the law allows the Tenant releases the Landlord from all the obligations of the Landlord under this Lease with effect from and including the date on which the Landlord disposes of the reversion.

3 **Acceptance of rents and receipt for the Rent**

3.1 If the Landlord has reasonable grounds for believing that the Tenant is in breach of any of its obligations under this Lease and refrains from demanding or accepting Rents then interest will be payable by the Tenant at the Interest Rate on such Rents for the period during which the Landlord so refrains such interest to be calculated on a daily basis.

3.2 So long as the reversionary interest hereunder is vested in the Landlord herein named or in any other company within The Berkeley Group plc group of companies a receipt given for the Rent shall only be valid if given by the then reversioner and by no other party.

4 **Jurisdiction**

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4.1 This Lease is subject to English Law and all disputes will be heard within the exclusive jurisdiction of the English Courts and the Tenant hereby irrevocably and unconditionally submits to the jurisdiction of the English Courts and agrees and declares that his address for service of all proceedings and notices in England is as specified above and agrees that this shall remain the address for service of proceedings and notices unless and until the Landlord has received written notice from the Tenant nominating an alternative address for service which shall be in England

4.2 Notwithstanding the provisions of paragraph 4.1 of this schedule the submission by the Tenant to the jurisdiction of the English Courts shall not (and shall not be construed so as to) limit the right of the Landlord to take proceedings against the Tenant in whatsoever jurisdiction it shall deem fit nor shall the taking of proceedings (including the enforcement or execution against any property whatsoever (irrespective of its use or intended use) and wheresoever situated of any order or judgment which may be made or given in such proceedings) so limit the right of the Landlord to take proceedings in any other jurisdiction.

5 **VAT invoices**

The Landlord shall not be obliged to issue any Value Added Tax invoice for any supply until it has received payment.

6 **Notices**

Any notice under or in relation to this Lease will be deemed (whether or not that is actually the case) to be a notice required to be served for the purposes of section 196(5) of the Law of Property Act 1925 and the provisions of section 196 of that Act will extend to any such notice accordingly.

7 **Regulations**

The Landlord reserves the right to alter or waive any of the regulations contained in Schedule 3 in its reasonable discretion.

8 **Disputes**

Any dispute difference or complaint arising between the Tenant and any other tenant and/or owner of a Unit in respect of the use of any part(s) of the Estate or the use or occupation of the Premises or any other part of the Estate shall if required by the Landlord be submitted to the Landlord whose decision shall be final.

9 **Landlord's right to redevelop**

The Landlord will be free to build on develop excavate or use the Estate or any land adjoining or near the Estate in any way notwithstanding that such building development excavation or use results in any noise vibration dust or disturbance or any reduction in the flow of light air access to and/or amenities enjoyed by the Premises provided that reasonably acceptable alternative means of access and/or amenities are provided.

10 **Third party rights**

Nothing in this Lease is intended to confer on any person any right to enforce any term of this Lease which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

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11 **Title guarantee**

For the purposes of clause 2 and the Law of Property (Miscellaneous Provisions) Act 1994:

11.1 the covenant implied by section 2(1)(b) of that Act shall be amended by deleting from that section the words "his own cost" and substituting therefor the words "the cost of the person to whom he disposes of the Property"

11.2 section 6(2)(a) of that Act is to be construed as if all entries made in any public register are within the actual knowledge of the Tenant.

12 **Provisions relating to rights granted and excepted and reserved**

12.1 The rights granted and excepted and reserved in this Lease are granted and excepted and reserved subject to the person exercising the rights causing as little inconvenience and damage as reasonably practicable and making good as soon as reasonably practicable any damage caused to the Premises

12.2 For the purposes of the rights excepted and reserved in this Lease the expression "Estate" means the land in title numbers AGL308803 EGL419258 EGL418995 and EGL438912.

13 **Party walls**

The Tenant (so far as its consent is required and in order so far as the law permits to bind itself and its successors in title) consents to the Landlord carrying out any works referred to in the Party Walls etc. Act 1996 which are authorised by planning permission without the necessity for service of any notice on the Tenant under that Act.

14 **Restriction**

The Landlord and the Tenant apply for a restriction to be entered in the Proprietorship Register of the Land Registry title to this Lease in the following form or in such alternative form as the Land Registry shall require:

"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 not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietors for the time being of the estates registered under title numbers AGL308803, EGL419258 and EGL418995 or their conveyancers that the provisions of Schedule 2 paragraph 11.4 of the registered lease have been complied with".

15 **Data Protection Act consent**

For the purposes of the Data Protection Legislation the Landlord is the Controller for the Personal Data. The Landlord will process such data in accordance with the privacy notice set out in Schedule 11.

16 **Delegation**

The Landlord shall be entitled to employ and engage or to delegate any of its obligations and its powers to such managing agents agents managers contractors solicitors surveyors and accountants as they consider necessary or desirable from time to time for the performance of their obligations hereunder or for the exercise of any of their powers contained in this Lease.

17 **Housing Act 1988**

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17.1 In the event that this Lease gives rise to an assured tenancy within the meaning of the Housing Act 1988 (or that act as modified, extended or re-enacted) at any relevant time

(a) The Landlord shall be entitled to seek an order from the court for possession of the Premises pursuant to such grounds of Schedule 2 Housing Act 1988 (or such grounds as modified, extended or re-enacted) as it may establish to the court's satisfaction; but

(b) The Landlord shall not be entitled to seek an order from the court for possession of the Premises pursuant to ground 8 of Schedule 2 Housing Act 1988 (or such grounds as modified, extended or re-enacted).

17.2 If the Tenant assigns or charges this Lease as security to a bank building society or other lending institution ("Lender") and such charge is registered on the Tenant's title to the lease at the Land Registry prior to the commencement of any action for possession of the Premises the Landlord will give any Lender not less than 20 working days prior notice before commencing any claim for termination of the lease or possession of the Premises and will serve on the Lender a copy of any notice given to the Tenant under Section 8 of the Housing Act 1988 and any other notice which may now or in future be required prior to seeking possession of the Premises.

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Schedule 6 Insurance

1 Landlord to insure

1.1 The Landlord shall keep insured with such reputable insurance company or underwriters as the Landlord may from time to time nominate:

(a) the Premises and the Insured Elements against the Insured Risks to the amount determined from time to time by the Landlord as representing the full cost (including demolition and similar expenses professional fees and expenses the cost of any works required by statute and Value Added Tax where applicable) which would be likely to be incurred in connection with reinstating the relevant parts of the Premises and the Insured Elements in accordance with this Lease at the time when such reinstatement is likely to take place having regard to all relevant factors (including the time at which loss or damage may be sustained any possible delay in the commencement and execution of reinstatement works and any possible increases in building costs)

(b) liabilities in respect of property owner's and third party risks in relation to the Estate or any part(s) in such sum as the Landlord shall reasonably require.

1.2 The Landlord shall produce to the Tenant on request (but not more often than once in any period of twelve months) reasonable evidence from its insurers of the terms and subsistence of any policy or policies of such insurance.

1.3 The Tenant shall give the Landlord written notice of the estimated reinstatement cost of any fixtures and fittings installed from time to time by the Tenant which may become Landlord's fixtures and fittings.

1.4 The Landlord shall use all reasonable endeavours to procure that the interests of the Tenant and any mortgagee of the Tenant are noted on the policy or policies of insurance.

2 Destruction of the Premises

If the Premises or any part of the Insured Elements reasonably required for the use of the Premises in accordance with this Lease shall be destroyed or damaged by any Insured Risk then subject to:

2.1 the Landlord obtaining or procuring the obtaining of any necessary planning and other permissions consents licences and approvals (which the Landlord shall use all reasonable endeavours to obtain or procure the obtaining of as soon as practicable but shall not be obliged to institute or pursue any appeal)

2.2 the necessary labour and materials being available (which the Landlord shall use all reasonable endeavours to obtain or procure the obtaining of as soon as practicable) and

2.3 the payment by the Tenant to the Landlord of any money payable under paragraph 5 of this Schedule

the Landlord shall reinstate the Premises and the Insured Elements substantially as they were prior to such destruction or damage or replace them with reasonably comparable premises and all the proceeds of the insurance shall be paid to the

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Landlord for such purpose and the Landlord shall make up any deficiency in such proceeds out of its own money.

3 **Reinstatement prevented and determination**

If the Landlord is prevented from reinstating within five years from the date of destruction or damage of the Premises or any of Insured Elements reasonably required for the use of the Premises in accordance with this Lease the Landlord shall be relieved from such obligation and this Lease shall automatically determine (but without prejudice to the rights of either party in respect of any antecedent breach of covenant) and all relevant insurance money shall (subject and without prejudice to the rights of any other interested parties) be held by the Landlord upon such trusts for the Landlord the Tenant and the other tenants of the Estate in such proportions as shall be agreed having regard to their respective interests in the Estate and in case of any dispute as to the terms of such trusts the same shall be determined by a single arbitrator to be agreed upon by the Landlord and by the Tenant or at the request of either of them to be nominated by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996.

4 **Payments by the Tenant**

4.1 If the payment of any insurance money is refused owing to some act or default of the Tenant or any sub-lessee or their respective agents or licensees the Tenant shall pay to the Landlord the amount so refused within five working days after written demand

4.2 If any excess to which any policy of insurance relating to the Premises shall be subject becomes applicable the Tenant shall pay to the Landlord the amount or a fair proportion of such excess within five working days after written demand

4.3 The Tenant shall pay to the Landlord on demand any increase in the insurance premiums or expense of renewal resulting from any act or omission of the Tenant or any person occupying or enjoying the use of the Premises with the consent of the Tenant (express or implied).

5 **Abatement of Rent**

If the Premises or any of the Insured Elements reasonably required for the use of the Premises in accordance with this Lease shall be destroyed or damaged by any Insured Risk so as to render the Premises unfit for or incapable of occupation and use and the loss of rent has been insured by the Landlord at the relevant time the Rents or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended (save to the extent that the insurance money shall be irrecoverable owing to some act or default of the Tenant or any sub-lessee or their respective agents or licensees) until the Premises shall cease to be unfit for or incapable of occupation and use or until the expiration of the period insured for loss of rent (whichever shall be the earlier) PROVIDED ALWAYS that any dispute as to the extent proportion or period of such suspension shall be determined by a single arbitrator to be agreed upon by the Landlord and by the Tenant or at the request of either of them to be nominated by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996 PROVIDED FURTHER that the amount of the Rents which cease to be payable hereunder shall not exceed the amount received by the Landlord in respect of loss of rent insurance.

6 **Benefit of other insurances**

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The Tenant shall apply all money which it shall receive by virtue of any insurance of the Premises in making good the loss or damage in respect of which the same shall have been received.

7 **Insurance becoming void**

The Tenant shall:

7.1 not cause any policy of insurance covering the Premises or any other land to become void or voidable or the rate of premium thereon to be increased

7.2 comply with all requirements and recommendations from time to time of the insurers in relation to the Premises.

8 **Notice by Tenant**

The Tenant shall give immediate written notice to the Landlord of any event which might affect or give rise to a claim under any policy of insurance covering the Premises or any other land of the Landlord.

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Schedule 7 The documents (if any) containing incumbrances to which the Premises are subject

The matters contained or referred to in the property and charges registers of title numbers AGL308803 EGL419258 EGL418995 and EGL438912

but excluding charges to secure the repayment of money.

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Schedule 8 Service Charge

Part 1 Services and the Service Charge

1 **Definitions and Interpretations**

In this Schedule and in Schedule 9 the following expressions have the following meanings:

"Apartment Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Apartments Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Apartments Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Apartments Services shall deem reasonable.

"Apartments Services" the services facilities amenities and items of expenditure specified in Part 2 of this Schedule.

"Apartment Service Charge" the relevant proportion of the Apartment Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 Part 1 of this Schedule.

"Basement Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Basement Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Basement Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Basement Services as the Landlord shall deem reasonable.

"Basement Services" the services facilities amenities and items of expenditure specified in Part 5 of this Schedule.

"Basement Service Charge" the relevant proportion of the Basement Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 of Part 1 of this Schedule.

"Block Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Block Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Block Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Block Services as the Landlord shall deem reasonable.

"Block Services" the services facilities amenities and items of expenditure specified in Part 3 of this Schedule.

"Block Service Charge" the relevant proportion of the Block Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 of Part 1 of this Schedule.

"Club Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Club Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Club Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Club Services as the Landlord shall deem reasonable.

"Club Services" the services facilities amenities and items of expenditure specified in Part 8 of this Schedule.

"Club Service Charge" the relevant proportion of the Club Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 Part 1 of this Schedule.

"Community Space Facilities Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Community Space Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Community Space Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Community Space Services as the Landlord shall deem reasonable.

"Community Space Services" the services facilities amenities and items of expenditure specified in Part 10 of this Schedule.

"Community Space Service Charge" the relevant proportion of the Community Space Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 of Part 1 of this Schedule.

"Concierge Services Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Concierge Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Concierge Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Concierge Services as the Landlord shall deem reasonable.

"Concierge Services" the services facilities and amenities and items of expenditure specified in Part 11 of this Schedule.

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"Concierge Services Service Charge" the relevant proportion of the Concierge Services Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 Part 1 of this Schedule.

"Estate Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Estate Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Estate Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Estate Services as the Landlord shall deem reasonable.

"Estate Services" the services facilities amenities and items of expenditure specified in Part 4 of this Schedule.

"Estate Service Charge" the relevant proportion of the Estate Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 Part 1 of this Schedule.

"Maintaining" includes inspecting, cleansing, decorating, repairing, repointing, renewing, amending, altering, rebuilding, re-equipping, replacing and (where appropriate) resurfacing and in each such case at such times and to such standard as the Landlord reasonably considers appropriate.

"Pool & Spa Facilities Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Pool & Spa Facilities Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Pool & Spa Facilities Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Pool & Spa Facilities Services as the Landlord shall deem reasonable.

"Pool & Spa Facilities Services" the services facilities amenities and items of expenditure specified in Part 9 of this Schedule.

"Pool & Spa Facilities Service Charge" the relevant proportion of the Pool & Spa Facilities Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 Part 1 of this Schedule.

"Premium Services Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Premium Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Premium Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Premium Services as the Landlord shall deem reasonable.

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"Premium Services" the services facilities amenities and items of expenditure specified in Part 12 of this Schedule.

"Premium Services Service Charge" the relevant proportion of the Premium Services Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 of Part 1 of this Schedule.

"Provisional Service Charge" the amount which in the opinion of the Landlord or its surveyors or managing agents or accountants shall from time to time represent a fair and reasonable estimate of the Service Charge for the Service Year in question provided that if it should appear necessary or appropriate to adjust the Provisional Service Charge during the Service Year the Provisional Service Charge may be increased or decreased (as the case may be) by the Landlord at any time.

"Residents Facilities Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Residents Facilities Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Residents Facilities Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Residents Facilities Services as the Landlord shall deem reasonable.

"Residents Facilities Services" the services facilities amenities and items of expenditure specified in Part 7 of this Schedule.

"Residents Facilities Service Charge" the relevant proportion of the Residents Facilities Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.3 Part 1 of this Schedule.

"Service Charge" shall mean the total of the following:

(a) the Apartment Service Charge;

(b) the Block Service Charge;

(c) the Estate Service Charge;

(d) the Basement Service Charge;

(e) the Utility Services Infrastructure Service Charge;

(f) the Residents Facilities Service Charge;

(g) the Club Service Charge;

(h) the Pool & Spa Facilities Service Charge;

(i) the Community Space Service Charge;

(j) the Concierge Services Service Charge;

(k) the Premium Services Service Charge.

"Service Year" a calendar year expiring on 31st December or such other annual period as the Landlord may in its reasonable discretion decide.

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"Services" shall mean the following:

(a) the Apartment Services;

(b) the Block Services;

(c) the Estate Services;

(d) the Basement Services;

(e) the Utility Services Infrastructure Services;

(f) the Residents Facilities Services;

(g) the Club Services;

(h) the Pool & Spa Facilities Services;

(i) the Community Space Services;

(j) the Concierge Services;

(k) the Premium Services.

"Utility Services" the supply of heat (for the purposes of space and water heating) to the Premises, the Buildings and (if applicable) the Estate and if appropriate surrounding developments using the Utility Services Infrastructure.

" Utility Services Infrastructure Services" the services facilities amenities and items of expenditure specified in Part 6 of this Schedule.

" Utility Services Infrastructure Services Expenditure" shall include all of the following:

(a) the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Utility Services Infrastructure Services;

(b) all sums incurred by the Landlord in relation to the items set out in Part 13 of this Schedule which in the Landlord's absolute discretion it deems to relate to the provision of the Utility Services Infrastructure Services; and

(c) such reserve provision for anticipated expenditure in respect of items which comprise the Utility Services Infrastructure Services as the Landlord shall deem reasonable.

"Utility Services Infrastructure Service Charge" the relevant proportion of the Utility Services Infrastructure Service Expenditure set out in Schedule 9 but subject to the rights of the Landlord at paragraph 8.5 Part 1 of this Schedule.

2 **Provision of the Services**

2.1 The Landlord shall not be liable to the Tenant in respect of:

(a) any failure or interruption in any of the Services by reason of necessary repair maintenance or replacement of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials or labour or of strikes or any other cause beyond the control of the Landlord but the Landlord shall use its reasonable endeavours to restore any such services as soon as practicable

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(b) any act omission or negligence of any person undertaking the Services or any of them on behalf of the Landlord

(c) any loss damage interference or annoyance suffered by the Tenant during the carrying out of the development of the remainder of the Estate and any other building construction excavation repairs decorations additions alterations or other works whether structural or otherwise which may appear to the Landlord to be necessary or desirable on the Estate provided the same are carried out with proper skill and care

(d) any damage or disrepair to the extent that any cost of repair is the Tenant's responsibility pursuant to any breach of the Tenant's covenants not to damage any part of the Estate.

2.2 The Landlord may withhold add to or extend vary or alter the Services or any of them from time to time so long as in doing so the Landlord complies with the principles of good estate management and acts reasonably in all the circumstances (save in respect of Premium Services where the Landlord may withhold add to or extend vary or alter the Premium Services from time to time in its absolute discretion).

2.3 The Landlord shall not be under any obligation to provide any services facilities or amenities as part of the Services which are not already installed or available or in the course of being installed or made available except to the extent that provision would be required for the purposes of periodic replacement or renewal of services facilities or amenities.

2.4 No person employed by the Landlord in accordance with this Lease shall be under any obligation to furnish attendance or make available their services to the Tenant and in the event of any such person furnishing attendance or making available any services to the Tenant such person shall be deemed to be the agent of the Tenant for all purposes and the Landlord shall not be responsible for the manner in which such attendance or services are performed or for any damage to the Tenant or other persons arising therefrom.

3 **Statement of Annual Expenditure**

3.1 The Landlord shall as soon as practicable after the end of each Service Year prepare and submit to the Tenant a statement of the Apartment Expenditure the Basement Expenditure the Block Expenditure the Community Space Facilities Expenditure the Concierge Services Expenditure the Estate Expenditure the Club Expenditure the Pool & Spa Facilities Expenditure the Residents Facilities Expenditure the Utility Services Infrastructure Services Expenditure or any other head of expenditure in relation to the services provided for the occupiers of the Block and/or the Estate for that Service Year containing a fair summary of the expenditure referred to in it and showing the Service Charge for that Service Year and upon such statement being certified by the Landlord's surveyor or its managing agents auditors or accountants it shall (as far as the law shall allow) be conclusive evidence for the purposes of this Lease of all matters of fact referred to in the statement (except in the case of manifest error).

3.2 The Landlord (whose decision shall be final as to questions of fact) may include in any such statement such proper provision calculated in accordance with the principles of normal accounting practice and good estate management for expenditure in any subsequent year as the Landlord acting reasonably shall from time to time consider appropriate.

3.3 Any omission by the Landlord to include in any such statement any sum expended or liability incurred in that Service Year shall not preclude the Landlord from including such sum or the amount of such liability in an account for any subsequent year.

3.4 The Landlord shall have absolute discretion:

(a) as to whether any sum expended or liability incurred shall fall within the Apartment Expenditure the Basement Expenditure the Block Expenditure the Community Space Facilities Expenditure the Concierge Services Expenditure the Estate Expenditure the Club Expenditure the Pool & Spa Facilities Expenditure the Residents Facilities Expenditure the Utility Services Infrastructure Services Expenditure or any other head of expenditure in relation to the services provided for the occupiers of the Block and/or the Estate; and

(b) to apportion any sum expended or liability incurred between the Apartment Expenditure the Basement Expenditure the Block Expenditure the Community Space Facilities Expenditure the Concierge Services Expenditure the Estate Expenditure the Club Expenditure the Pool & Spa Facilities Expenditure the Residents Facilities Expenditure the Utility Services Infrastructure Services Expenditure and any other head of expenditure in relation to the services provided for the occupiers of the Block and/or the Estate as it shall from time to time consider appropriate.

3.5 No sum expended or liability incurred shall be included in more than one of the Apartment Expenditure the Basement Expenditure the Block Expenditure the Community Space Facilities Expenditure the Concierge Services Expenditure the Estate Expenditure the Club Expenditure the Pool & Spa Facilities Expenditure the Residents Facilities Expenditure the Utility Services Infrastructure Services Expenditure and any other head of expenditure in relation to the services provided for the occupiers of the Block and/or the Estate unless apportioned between them pursuant to paragraph 3.4(b).

3.6 In calculating the Service Charge the Landlord shall give credit for any insurance monies received by the Landlord in so far as it covers items under the relevant Service(s).

4 **Payment of the Service Charge**

4.1 The Tenant shall pay to the Landlord on account of the Service Charge on each 1 January and 1 July (or such other half yearly days as shall be notified in writing to the Tenant) one half of the Provisional Service Charge the first payment to be made on the date of this Lease.

4.2 If the Service Charge for any Service Year shall:

(a) exceed the Provisional Service Charge payments made on account thereof the excess shall be paid by the Tenant to the Landlord within ten working days after written demand or at the option of the Landlord on the next day for payment by the Tenant

(b) be less than such payments on account then subject to paragraph 8 of this Schedule the overpayment shall be allowed by the Landlord to the Tenant as a credit against payments to become due or (in the Service Year ending on or after the expiry of the Term) shall be repaid by the Landlord to the Tenant.

4.3 If the Service Charge for the Service Year is likely to exceed the funds held by or on behalf of the Landlord in respect of the Provisional Service Charge payments then the Landlord may make a written request to the Tenant for a further contribution to cover the estimated shortfall which the Tenant shall pay within 10 working days of written demand.

5 **Continuation**

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The provisions of this schedule shall continue to apply notwithstanding the expiration or sooner determination of the Term but only for the purposes of calculation and payment of the Service Charge for the period down to such expiration or sooner determination.

6 **Reserve sums**

Any sums retained by the Landlord by way of provision towards expenditure in any subsequent year shall be credited to accounts separate from the Landlord's own money and shall be held by the Landlord upon trust for the persons who from time to time shall be the tenants of the Units to apply the same and any interest accruing thereto for the purposes set out in this schedule.

7 **Proceedings**

Notwithstanding any other provision in this schedule the Landlord shall be entitled to include within the appropriate part of this schedule the cost of bringing, defending or participating in any proceedings (including the cost of counsel, solicitors, surveyors and experts) relating to the Estate or any part of it in the courts, tribunals or any other legal forum, including arbitration or mediation.

8 **Agreements and Declarations**

8.1 The Landlord shall be at liberty to review any additional costs and expenses referred to in this Schedule and to add thereto any items of expenditure charge depreciation or other allowance or provision for future anticipated expenditure on or replacement of any installation equipment plant or apparatus or the rental value of any items used in connection with the provision of the relevant Service(s) thereto not previously included therein and from and after the relevant date of such review such additional items of expenditure charge depreciation allowance provision for future anticipated expenditure or value shall be included in the calculation of the relevant Service Charge and deemed to be included in the heads of expenditure or charge referred to this Schedule for all the purposes of this Lease.

8.2 It is expressly agreed that the intention of the Landlord and the Tenant in relation to the Service Charge provisions is that all costs expenses and other liabilities which are incurred by the Landlord shall be the subject of reimbursement recoupment or indemnity by the tenants of the Apartments or the Block or the Estate (as applicable) so that no residual liability for any such costs expenses or liabilities shall fall upon the Landlord.

8.3 If the Service Charge for any Service Year is less than the Provisional Service Charge for such Service Year then the Landlord may for such period as it determines in its absolute discretion retain part or all of the amount by which the Provisional Service Charge exceeds the Service Charge.

8.4 If in the opinion of the Landlord it should at any time become necessary or equitable to do so by reason of any of the Units within the Estate (or any part(s)) ceasing to exist or to be habitable or being compulsorily acquired or requisitioned or the number being increased or for any other reason the Landlord or their surveyor shall recalculate the proportion of the Estate Service Charge, Block Service Charge, Apartment Service Charge, Basement Service Charge, Residents Facilities Service Charge, Community Space Service Charge, Club Service Charge, Pool & Spa Facilities Service Charge, Concierge Services Service Charge and Premium Services Service Charge (as applicable) payable by the Tenant for the Service Year in accordance with Schedule 9 taking into account the change in the aggregate net internal floor area of

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the Units within the Estate (or any part(s)) and in such case for such Service Year the proportion notified to the Tenant in respect of the Premises shall be the proportion used to calculate the Estate Service Charge, Block Service Charge, Apartment Service Charge, Basement Service Charge, Residents Facilities Service Charge, Community Space Service Charge, Club Service Charge, Pool & Spa Facilities Service Charge, Concierge Services Service Charge and Premium Services Service Charge (as applicable) payable by the Tenant.

8.5 If in the opinion of the Landlord it should at any time become necessary or equitable to do so by reason of the number of Residential Units and /or Commercial Units (if any) being connected to the Utility Services Infrastructure being increased or decreased the floor area being incorrectly calculated or for any other reason the Landlord or their surveyor shall recalculate the proportion of the Utility Services Infrastructure Service Charge payable by the Tenant in accordance with Schedule 9 and notify the Tenant of the Premises, other tenants of the Residential Units and the Commercial units (if any) on the Estate who receive Utility Services from the Utility Services Infrastructure accordingly and in such case as from the date of such event the new proportion notified to the Tenant shall be the proportion used to calculate the Utility Services Infrastructure Service Charge payable by the Tenant.

8.6 The Tenant acknowledges that the Amenities and the Community Space shall not become available and operative until the Landlord has confirmed in writing to the Tenant that the relevant Amenity(s) and / or Community Space is open and ready for use accordingly prior to such notice(s) there is no obligation on the Landlord to provide the relevant Amenity(s) and / or Community Space and the definition of Services and Service Charge shall be construed accordingly.

Part 2 The Apartments Services

Communal Parts

1 Maintaining the Apartments Common Parts and the Service Media exclusively serving the residential parts of the Block and contributing towards the Maintaining of any areas roads pavements Service Media party walls structures or fences or other conveniences services or facilities which may belong to or be used for the residential parts of the Block in common with other premises adjoining or near thereto.

Internal Common Parts

2 Cleaning lighting equipping furnishing and laying of floor coverings from time to time to the Apartments Common Parts.

Plant

3 Operating and Maintaining all plant and machinery serving the residential parts of the Block including lifts and lift plant window cleaning hoists and tracks and all plant for the provision of heat and comfort cooling and the costs of all maintenance contracts entered into by the Landlord in relation thereto.

Windows

4 Cleaning the inside and outside of all windows in the residential parts of the Block (to also include the external glass of any balconies) other than those which the Tenant or any other tenant in the Block is obliged to clean.

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Fire

5 Providing and Maintaining any fire alarm system and all fire fighting and detection equipment in or on the residential parts of the Block including all sprinklers hoses and dry risers and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Landlord's insurers.

Reception

6 Providing equipping and operating amenities for persons visiting the residential parts of the Block including reception facilities but excluding the Concierge Services.

Signage

7 Providing and Maintaining directional signs and other notices in or upon the residential parts of the Block.

Decor

8 Providing and Maintaining such decorative lights and other decorations (including floral decorations) or other like amenities (if any) as the Landlord shall reasonably think fit to provide in or on the residential parts of the Block.

Doors

9 Maintaining the doors giving access to all Apartments within the Block and their door frames.

Garden Areas

10 Maintaining tending keeping tidy and planting any garden or other area of land within the curtilage of the residential parts of the Block or which is capable of use and enjoyment by all of the occupiers of the residential parts of the Block also including any green wall(s) and irrigation system(s).

Bin and cycle stores

11 Maintaining any bin and cycle stores (including any racking or other storage system) serving the Premises.

Other

12 Any other reasonable and proper expenses incurred by the Landlord in respect of the residential parts of the Block including the provision of such further services as may from time to time be consistent with the principles of good estate management and/or preserving the amenities of the residential parts of the Block.

Part 3 The Block Services

Block Maintenance

1 Maintaining the Block Common Parts and the Service Media exclusively serving the Block Common Parts and contributing towards the Maintaining of any areas roads pavements Service Media party walls structures or fences or other conveniences services or facilities which may belong to or be used for the Block in common with any other premises adjoining or near thereto.

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Cleaning

2 Cleaning lighting equipping furnishing and laying floor coverings from time to time within the Block Common Parts.

Plant

3 Operating and Maintaining all plant and machinery serving the Block or the Block Common Parts including lifts and lift plant window cleaning hoists and tracks and the costs of all maintenance contracts entered into by the Landlord in relation thereto.

Windows

4 Cleaning the inside and outside of all windows in the Block Common Parts other than those which the Tenant or any other tenant in the Block is obliged to clean.

Fire

5 Providing and Maintaining any fire alarm system lightning protection and all fire fighting and detection equipment in or on the Block including all sprinklers hoses and dry risers and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Landlord's insurers.

Signage

6 Providing and Maintaining directional signs and other notices in or upon the Block.

Decor

7 Providing and Maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing such decorative lights and other decorations or other like amenities (if any) as the Landlord shall reasonably think fit to provide in or on the Block Common Parts.

Garden Areas

8 Maintaining tending keeping tidy and planting any garden or other area of land within the curtilage of the Block including any green wall(s) and irrigation system(s).

Other

9 Any other reasonable and proper expenses incurred by the Landlord in respect of the Block including the provision of such further services as may from time to time be consistent with the principles of good estate management and/or preserving the amenities of the Block.

Part 4 The Estate Services

Maintenance

1 Maintaining the Estate Common Parts and the Service Media serving the Estate Common Parts and contributing towards the Maintaining of any areas roads pavements Service Media party walls structures or fences or other conveniences services or facilities which may belong to or be used for the Estate in common with any other premises adjoining or near thereto.

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Cleaning

2 Cleaning lighting equipping furnishing and carpeting from time to time the Estate Common Parts.

Plant

3 Operating and Maintaining all plant and machinery serving the Estate Common Parts and the costs of all maintenance contracts entered into by the Landlord in relation thereto.

Fire

4 Providing and Maintaining any fire alarm system and all fire fighting and detection equipment in or on the Estate including all sprinklers hoses and dry risers and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Landlord's insurers.

Security

5 Providing and Maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any equipment including alarms gates barriers means of surveillance fencing and lighting video access and security services for the security of the Estate or any part(s) and systems in relation to traffic control speed restriction and petrol interception and providing the Tenant and other occupiers of the Estate with any necessary security access cards passes and other equipment.

Signage

6 Providing and Maintaining directional signs and other notices in or upon the Estate Common Parts.

Garden Areas

7 Maintaining tending keeping tidy and planting any garden or other area of land within the Estate including any green wall(s) and irrigation system(s).

Parking

8 Implementing any parking control regime for unauthorised parking on the Estate from time to time.

Hot Water

9 Providing hot water (but only if at any time there is no supply agreement or arrangement between the Landlord and a Utility Services Provider on the Estate or any part(s).

Other

10 The reasonable costs (including legal and other professional advisory fees) of procuring a Utility Services Provider (or replacement) to provide the Utility Services and for the avoidance of doubt this item of expenditure shall not be suspended pursuant to Schedule 2 paragraph 24.2.

11 Any other reasonable and proper expenses incurred by the Landlord in respect of the Estate Common Parts including the provision of such further services as may from time to time be consistent with the principles of good estate management and/or preserving the amenities of the Estate or the Estate Common Parts.

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Part 5 The Basement Services

Basement

1 Maintaining the Basement.

Refuse

2 Collecting and disposing of refuse and recycling from the Basement.

Cleaning

3 Cleaning lighting equipping from time to time the Basement.

Plant

4 Operating and Maintaining all plant and machinery serving the Basement and the costs of all maintenance contracts entered into by the Landlord in relation thereto.

Fire

5 Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any fire alarm system and all fire fighting and detection equipment in the Basement including all sprinklers hoses and dry risers and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Landlord's insurers.

Signage

6 Providing and Maintaining directional signs and other notices in or upon the Basement.

Other

7 Any other reasonable and proper expenses incurred in respect of the Basement for the benefit of the occupiers of the Premises and other users of the Basement including the provision of such further services as may from time to time be consistent with the principles of good estate management and/or preserving the Basement.

Part 6 The Utility Services Infrastructure Services

Utility Services Infrastructure

1 Maintaining the Utility Services Infrastructure and complying with all proper requirements of any relevant authority.

Insurance

2 Arranging such insurance cover as the Landlord may consider to be appropriate in relation to Utility Services Infrastructure and in respect of any risks for which the Landlord may be liable as an employer of persons working on the Utility Services Infrastructure or as the owner of the Utility Services Infrastructure.

Rates

3 Paying all rates taxes duties charges assessments and outgoings accessed charged or imposed on or payable in respect of the Utility Services and/or the Utility Services Infrastructure.

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Other

4 Any other reasonable and proper expenses incurred by the Landlord in respect of the Utility Services Infrastructure and/or Utility Services.

5 Any and all costs incurred under Schedule 8 relating to the Utility Services Infrastructure.

Part 7 The Residents Facilities Services

Residents Facilities

1 Maintaining the Residents Facilities and the Service Media exclusively serving Residents Facilities to include appropriate furnishings and decorations.

2 Keeping the Residents Facilities clean and in good decorative order and to have all mechanical equipment regularly inspected repaired and renewed under appropriate service contracts and kept in good working order.

3 Maintaining any reception area and any security arrangements to the Residents Facilities.

4 Operating at such times as the Landlord shall specify the Residents Facilities (including the obtaining of any necessary licence fees).

5 Payment of any satellite and/or internet services or similar.

6 Providing and Maintaining of any air conditioning system and any air cooling systems in the Residents Facilities (if any).

7 Providing an office administration area for the Residents Facilities.

8 Maintaining any CCTV and door access systems solely serving the Residents Facilities.

9 Undertaking pest control measures as the Landlord considers reasonably appropriate in relation to the Residents Facilities.

10 Undertaking periodic cleaning and maintenance of the Residents Facilities and any equipment within that area.

11 Arranging the periodic servicing of any audio or video equipment in relation to the Residents Facilities.

12 Paying rental and finance payments for any vending machines in relation to the Residents Facilities.

13 Arranging for any periodic water testing in the Residents Facilities.

14 Providing books periodicals and newspapers from time to time for the Residents Facilities.

15 Providing any specialist cleaning for any facilities that are from time to time provided for the Residents Facilities.

16 Replacing light bulbs and purchasing any cleaning materials from time to time for the Residents Facilities.

17 Providing equipping and operating amenities for persons visiting the Residents Facilities.

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Signage

18 Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing directional signs and other notices in or upon the Residents Facilities.

Refuse

19 Providing and Maintaining any refuse bins and arranging for the collection and disposal of refuse.

Decor

20 Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing such decorative lights and other decorations (including the provision of floral decorations) or other like amenities (if any) as the Landlord shall reasonably think fit to provide in or on the Residents Facilities.

Fire

21 Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any fire alarm system and all fire fighting and detection equipment in or on the Residents Facilities including all sprinklers hoses and dry risers and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Landlord's insurers.

Other

22 Any other reasonable and proper expenses incurred by the Landlord in respect of the Residents Facilities including the provision of such further services as may from time to time be consistent with the principles of good estate management and/or preserving the amenities of the Residents Facilities.

Part 8 The Club Services

Club

1 Maintaining the Club and the Service Media exclusively serving the Club to include appropriate furnishings and decorations.

2 Keeping the Club clean and in good decorative order and to have all mechanical equipment regularly inspected repaired and renewed under appropriate service contracts and kept in good working order.

3 Maintaining any reception area and any security arrangements to the Club.

4 Operating at such times as the Landlord shall specify the Club (including the obtaining of any necessary licence fees).

5 Payment of any satellite and/or internet services or similar.

6 Arranging for the supply periodic inspection cleaning repair maintenance repair and renewal of the air conditioning system and any air cooling systems in the Club (if any).

7 Maintaining any office administration area for the Club.

8 Repair and maintenance of any CCTV, door access systems solely serving the Club.

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9 Undertaking pest control measures as the Landlord considers reasonably appropriate in relation to the Club.

10 Undertaking periodic cleaning and maintenance of the Club and any equipment within that area.

11 Arranging the periodic servicing of any audio or video equipment in relation to the Club.

12 Paying rental and finance payments for any vending machines in relation to the Club.

13 Providing books periodicals and newspapers from time to time for the Club.

14 Providing any specialist cleaning for any facilities that are from time to time provided for the Club.

15 Replacing light bulbs and purchasing any cleaning materials from time to time for the Club.

16 Providing equipping and operating amenities for persons visiting the Club.

Signage

17 Providing and Maintaining directional signs and other notices in or upon the Club.

Refuse

18 Providing and Maintaining any refuse bins and arranging for refuse collection and disposal.

Decor

19 Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing such decorative lights and other decorations (including floral decoration) or other like amenities (if any) as the Landlord shall reasonably think fit to provide in or on the Club.

Fire

20 Providing and Maintaining any fire alarm system and all fire fighting and detection equipment in or on the Club including all sprinklers hoses and dry risers and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Landlord's insurers.

Other

21 Any other reasonable and proper expenses incurred by the Landlord in respect of the Club including the provision of such further services as may from time to time be consistent with the principles of good estate management and/or preserving the amenities of the Club.

Part 9 The Pool & Spa Facilities Services

Pool & Spa

1 Maintaining the Pool & Spa and the Service Media exclusively serving the Pool & Spa Facilities to include appropriate furnishings and decorations.

2 Keeping the Pool & Spa Facilities clean and in good decorative order and to have all mechanical equipment regularly inspected repaired and renewed under appropriate service contracts and kept in good working order.

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3 Maintaining any reception area and any security arrangements to the Pool & Spa Facilities.

4 Operating at such times as the Landlord shall specify the Pool & Spa Facilities (including the obtaining of any necessary licence fees).

5 Payment of any satellite and/or internet services or similar.

6 Arranging for the supply periodic inspection cleaning repair maintenance repair and renewal of the air conditioning system and any air cooling systems in the Pool & Spa Facilities (if any).

7 Maintaining any office administration area for the Pool & Spa Facilities.

8 Repair and maintenance of any CCTV, door access systems solely serving the Pool & Spa Facilities.

9 Undertaking pest control measures as the Landlord considers reasonably appropriate in relation to the Pool & Spa Facilities.

10 Undertaking periodic cleaning and maintenance of the Pool & Spa Facilities and any equipment within that area.

11 Arranging the periodic servicing of any audio or video equipment in relation to the Pool & Spa Facilities.

12 Paying rental and finance payments for any vending machines in relation to the Pool & Spa Facilities.

13 Arranging for periodic water testing in the Pool & Spa Facilities.

14 Providing books periodicals and newspapers from time to time for the Pool & Spa Facilities.

15 Providing any specialist cleaning for any facilities that are from time to time provided for the Pool & Spa Facilities.

16 Replacing light bulbs and purchasing any cleaning materials from time to time for the Pool & Spa Facilities.

17 Providing equipping and operating amenities for persons visiting the Pool & Spa Facilities.

Signage

18 Providing and Maintaining directional signs and other notices in or upon the Pool & Spa Facilities.

Refuse

19 Providing and Maintaining any refuse bins and arranging for refuse collection and disposal.

Decor

20 Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing such decorative lights and other decorations (including floral decorations) or other like amenities (if any) as the Landlord shall reasonably think fit to provide in or on the Pool & Spa Facilities.

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Fire

21 Providing and Maintaining any fire alarm system and all fire fighting and detection equipment in or on the Pool & Spa Facilities including all sprinklers hoses and dry risers and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Landlord's insurers.

Other

22 Any other reasonable and proper expenses incurred by the Landlord in respect of the Pool & Spa Facilities including the provision of such further services as may from time to time be consistent with the principles of good estate management and/or preserving the amenities of the Pool & Spa Facilities.

Part 10 The Community Space Services

Community Space

1 Maintaining the Community Space and the Service Media exclusively serving the Community Space to include appropriate furnishings and decorations.

2 Keeping the Community Space clean and in good decorative order and to have all mechanical equipment regularly inspected repaired and renewed under appropriate service contracts and kept in good working order.

3 Maintaining any security arrangements to the Community Space.

4 Operating at such times as the Landlord shall specify the Community Space (including the payment of any satellite and licence fees).

5 Arranging for the supply periodic inspection cleaning repair maintenance repair and renewal of the air conditioning system and any air cooling systems in the Community Space (if any).

6 Maintaining any CCTV, door access systems solely serving the Community Space.

7 Undertaking pest control measures as the Landlord considers reasonably appropriate in relation to the Community Space.

8 Replacing light bulbs and purchasing any cleaning materials from time to time for the Community Space.

9 Maintaining tending keeping tidy and planting any garden or other area of land within the Community Space also including any green wall(s) and irrigation system(s).

Signage

10 Providing and Maintaining directional signs and other notices in or upon the Community Space.

Refuse

11 Providing and Maintaining refuse bins and arranging for refuse collection and disposal.

Decor

12 Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing such decorative lights and other decorations (including floral decorations) or other

like amenities (if any) as the Landlord shall reasonably think fit to provide in or on the Community Space.

Fire

13 Providing and Maintaining any fire alarm system and all fire fighting and detection equipment in or on the Community Space including all sprinklers hoses and dry risers and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Landlord's insurers.

Other

14 Any other reasonable and proper expenses incurred by the Landlord in respect of the Community Space including the provision of such further services as may from time to time be consistent with the principles of good estate management and/or preserving the amenities of the Community Space.

Part 11 The Concierge Services

Concierge Services

1 Employing one or more concierge for the provision of concierge services to include all other incidental expenditure in relation to such employment including (but without limiting the generality of such provision) advertising costs, training costs, the payment of the statutory and such other insurance health pension welfare and other payments, contributions and premiums industrial training levies redundancy and similar or ancillary payments that the Landlord may at is absolute discretion deem desirable or necessary and including temporary and holiday cover and the provision of uniforms working clothes tools appliances cleaning and other materials bins receptacles and other equipment for the proper performance of their duties and benefits in kind fares and out of pocket expenses to also include the cost of providing maintaining repairing decorating heating and lighting any facilities for any such staff and all rates and outgoings and other costs incurred in connection with the provision of such facilities.

Other

2 Any other reasonable and proper expenses incurred by the Landlord in respect of the Concierge Services.

Part 12 The Premium Services

Premium Services

Providing or performing any further service that the Landlord (from time to time in its absolute discretion) considers appropriate for the amenity of residents of Private Apartments and Private Houses including without restriction:

1 the provision (only for any such period and at such times as the Landlord in its absolute discretion considers appropriate desirable or necessary) of any shuttle bus service for the use of residents;

2 any other reasonable and proper expenses incurred by the Landlord in respect of any Premium Services provided from time to time.

Part 13 Additional Expenditure (applicable to all previous parts of this Schedule)

1 Employing or retaining any solicitor accountant surveyor valuer architect engineer managing agent or management company or other professional consultant or adviser in connection with the management administration repair and maintenance of the residential parts of the Block including the preparation and auditing of any accounts certificates and statements relating to the Service Charge and its collection including the costs properly incurred in the determination of those fees.

2 If the Landlord (or any company subsidiary to or associated with the Landlord) fulfils the duties normally carried out by a managing agent a management fee not in excess of the sum reasonably and properly payable to an independent managing agent.

3 The cost of supplying water (including hot water for space and water heating), electricity, gas or other fuel or telephones or other communication facilities for the provision of any of the Services and of replacing lamps and fittings (including any emergency helpline telephone for the use of any lift(s) and its rental and call charges).

4 All rates taxes and outgoings of any kind charged in respect of the Estate (excluding the Premises and any other part of the Buildings that is let or intended to be let and excluding any taxes imposed on the Landlord in respect of its capital interest in or dealings with the Estate or any part(s).

5 Any irrecoverable VAT.

6 The cost of maintaining a bank account (including the maintenance of any reserve fund) and any interest or other charges on money disbursed by the Landlord in providing any of the Services prior to reimbursement.

7 Complying with the obligations on the part of the Landlord in relation to insurance contained in Schedule 6.

8 The cost of all premiums for effecting insurance in respect of the liability of the Landlord arising out of or in connection with any matter relating to the Estate or any part(s) or as employer of persons engaged in performing the Services.

9 The cost of any other insurance policies for any of the matters set out in the Services which the Landlord considers it appropriate to insure.

10 The cost of valuations of the Estate or any part(s) for insurance purposes.

11 Abating a nuisance in so far as the same is not the liability of or attributable to the fault of the Tenant or any other tenant in the Estate.

12 Taking any steps deemed by the Landlord to be desirable or expedient for making representations against or otherwise contesting the incidence of the provisions of any statute affecting or allegedly affecting the Estate or any part thereof and for which no tenant of the Landlord is directly responsible.

13 Complying with all requirements of statute and common law or any government department, local authority or other public or competent authority or court of competent jurisdiction relating in any way to the Estate or any part(s) or its occupation or use.

14 Employing staff or independent contractors or labour for the provision of the Services to include all other incidental expenditure in relation to such employment including (but without limiting the generality of such provision) advertising costs, training costs, the payment of the statutory and such other insurance health pension welfare and other payments, contributions and premiums industrial training levies redundancy and similar or

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ancillary payments that the Landlord may at is absolute discretion deem desirable or necessary and including temporary and holiday cover and the provision of uniforms working clothes tools appliances cleaning and other materials bins receptacles and other equipment for the proper performance of their duties and benefits in kind fares and out of pocket expenses to also include the cost of providing maintaining repairing decorating heating and lighting any facilities for any such staff and all rates and outgoings and other costs incurred in connection with the provision of such facilities.

15 Equipping and inspecting maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any equipment used in the provision of any of the Services.

16 Purchasing, leasing hiring or renting any item required for the purpose of carrying out or providing any of the Services.

17 Pursuing and enforcing any claim or taking or defending any proceedings which the Landlord may at its discretion make take or defend:

17.1 against contractors consulting engineers and surveyors and all other professional employed or engaged in connection with the construction and/or refurbishment and/or repair of the Estate or any part(s) or any third party for the remedy of any defect in the construction refurbishment or repair of the Estate or any part(s) for which they or any of them would be liable provided that in the event the Landlord successfully pursues or enforces any such claim the proceeds of any such claim (less any associated costs incurred by the Landlord) shall be credited against the annual expenditure of the relevant Service(s); and

17.2 for the purposes of establishing preserving or defending any rights remedies or facilities used or enjoyed by the tenants of the Estate or any part of it or to which they may be entitled.

18 Making and enforcing such regulations (if any) as it may in its absolute discretion consider necessary and desirable.

19 Undertaking health and safety, fire risk, and energy inspections, audits and assessments.

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Schedule 9 Heads of Service Charge and Proportion Payable

1. **Estate Service Charge**

The Estate Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

$\frac{A}{B}$	where	A =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	B =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) areas of all Residential Units (including the Premises) which are physically complete during the relevant Service Year

2. **Block Service Charge**

The Block Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

$\frac{C}{D}$	where	C =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	D =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of all Apartments and Commercial Units (if any) within the particular Block within which the Premises is situate (including the Premises).

3. Apartments Service Charge

The Apartments Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

$\frac{E}{F}$	where	E =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	F =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of the Apartments in the Block which are physically complete during the relevant Service Year (including the Premises).

4. **Basement Service Charge**

The Basement Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

$\frac{I}{J}$	where	I =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	J =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of all the Apartments (including the Premises) and Commercial Units which are physically complete during the relevant Service Year and which have access to the Basement (other than where such access is solely as a route of emergency escape).

5. **Utility Services Infrastructure Service Charge**

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The Utility Services Infrastructure Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

K / L	where	K =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	L =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of all Units on the Estate which are connected to the Utility Services Infrastructure and physically complete during the relevant Service Year

6. **Residents Facilities Service Charge**

The Residents Facilities Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

M / N	where	N =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	N =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of all the Houses, Private Apartments and Affordable Shared Ownership Units which are physically complete during the relevant Service Year (including the Premises) and which benefit from a right to use the Residents Facilities.

7. **Club Service Charge**

The Club Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

O / P	where	O =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	P =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of all the Houses, Private Apartments and Affordable Shared Ownership Units which are physically complete during the relevant Service Year (including the Premises) and which benefit from a right to use the Club.

8. **Pool & Spa Facilities Service Charge**

The Pool & Spa Facilities Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

Q / R	where	Q =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	R =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of all the Houses, Private Apartments and Affordable Shared Ownership Units and Private Houses which are physically complete during the relevant Service Charge Year (including the Premises) and which benefit from a right to use the Pool & Spa Facilities.

9. **Concierge Facilities Service Charge**

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The Concierge Facilities Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

$\frac{S}{T}$	where	S =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	T =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of all the Houses, Private Apartments and Affordable Shared Ownership Units which are physically complete during the relevant Service Charge Year (including the Premises) and which benefit from a right to use the Concierge Facilities.

10. **Community Space Service Charge**

The Community Space Facilities Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

$\frac{U}{V}$	where	U =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	V =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of all of the Residential Units which are physically complete during the relevant Service Charge Year (including the Premises).

11. **Premium Services Service Charge**

The Premium Services Service Charge subject to paragraph 12 of this Schedule shall be calculated using the following formula:-

$\frac{W}{X}$	where	W =	the net internal floor area of the Premises (calculated by the Landlord in such manner as it shall deem appropriate)
	and	X =	the aggregate of the net internal floor areas (calculated by the Landlord in such manner as it shall deem appropriate) of all the Private Apartments and Private Houses which are physically complete during the relevant Service Charge Year (including the Premises).

12. If the method specified in this Schedule for calculating the Apartment Expenditure the Basement Expenditure the Block Expenditure the Community Space Facilities Expenditure the Concierge Services Expenditure the Estate Expenditure the Club Expenditure the Pool & Spa Facilities Expenditure the Residents Facilities Expenditure the Utility Services Infrastructure Services Expenditure the Premium Services Expenditure or any other head of expenditure in relation to the services provided for the occupiers of the Block and/or the Estate is inappropriate having regards to the nature of the expenditure incurred or the properties which benefit from it or otherwise the Landlord may in the circumstances adopt such other fair and reasonable method of calculations of the proportion of the relevant service charge to be attributed to the Premises as appropriate and this alternative method of calculation will apply from the date written notice of such change is given to the Tenant

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Schedule 10 Deed of Covenant

This Deed of Covenant is made the day of 20xx

BETWEEN

(1) The Transferee: xxxxxxx of xxxxxxxxxx

(2) The Landlord: xxxxxxx of xxxxxxxxxx

1. Definitions

In this Deed where the context so admits the following expressions have the following meanings:-

1.1 Lease: a lease dated the day of 20xx made between (1) St William Homes LLP and (2) [xxxxx]

1.2 Premises: xxx Block A1 Poplar Riverside London comprised in Land Registry Title Number xxxxxxx.

1.3 Other words and expressions used in this Deed have the meanings ascribed to them in the Lease.

2. Background

2.1 This Deed is supplemental to the Lease.

2.2 Schedule 2 paragraph 11.4 of the Lease contain covenants by the tenant not to assign the except to a person who on or prior to completion of such assignment has entered into a deed of covenant with the Landlord to pay the Service Charge and to observe and perform the other covenants on the part of the tenant contained in the Lease.

2.3 The Transferee is about to take or has simultaneously with completion of this Deed taken a transfer of the Lease.

3. Covenant

3.1 The Transferee covenants with the Landlord:

3.1.1 to pay the Service Charge and to observe and perform all the covenants on the part of the tenant contained in the Lease.

3.1.2 not to assign the Premises except to a person who on or prior to completion of such assignment has entered into a deed of covenant with the Landlord substantially in the terms of this Deed (adapted to the circumstances) to pay the Service Charge and to observe and perform the other covenants on the part of the tenant contained in the Lease.

3.2 The Transferee's liability under clause 3.1.1 of this deed shall absolutely cease and determine on the date of a future transfer of the Lease to a person or corporation who shall on or before such date have entered into a deed of covenant in the same terms as this deed (but without prejudice to the liability of the Transferee to pay any sums which have already become due at the date of such transfer).

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Schedule 11 Privacy Notice

Privacy Notice

Controller identity	The Landlord will be the Controller of the Personal Data for the purposes of the Data Protection Legislation. The Landlord's nominated point of contact for data protection issues is the finance director or such other person as may be notified to the Tenant by the Landlord in writing.
Categories of Personal Data	Tenant address and contact details, bank details, correspondence and enquiry information, inspection information, decoration preferences, works requests, information regarding the performance of the tenant covenants in this Lease and title information relating to this Lease and information notified to or discovered by the Landlord regarding the condition of the Premises and any damage or repairs.
Purpose for the processing	To perform the Landlord's obligations under this Lease, and to monitor performance of the Tenant's obligations.
Legal basis for the processing	The processing is necessary for the Landlord to observe, perform or otherwise carry out its obligations contained in this Lease and the Leases of other Units on the Estate. Processing is also necessary for the Landlord's interests in good estate management.
Categories of recipients	Third parties in connection with the management of the Estate or any part and/or any disposal or other dealing with the whole or any part of the Landlord's interest in the Estate and/or the Premises including the Utility Service Provider.
Transfers outside the EEA and relevant safeguards	None.
Retention criteria	The Landlord will retain Personal Data for as long as necessary to fulfil the purposes of this Lease, including for the purposes of satisfying any legal, accounting, or reporting requirements.

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Tenant rights	The Tenant has the right to access the personal information that the Landlord holds about them. The Tenant can also ask the Landlord to correct any errors and, in certain circumstances, request that Landlord's use of the Tenant's personal information is restricted. Where the processing is taking place in pursuit of the Landlord's legitimate interests, the Tenant also has the right to object to that processing or request that their personal information is erased. Please contact the Landlord in relation to any such requests (contact details above). The Tenant has a right to complain to the Supervisory Authority (below).
Supervisory authority	Information Commissioner's Office (www.ico.org.uk).

DRAFT

Signed as a Deed by ……

As Attorney for
ST WILLIAM HOMES LLP
under a Power of Attorney dated 17.06.2022

in the presence
of:

Witness:
Signature…….

Name……

Address……

……

Signed as a Deed by ……

As Attorney for
ST WILLIAM HOMES LLP
under a Power of Attorney dated 17.06.2022

in the presence
of:

Witness:
Signature…….

Name……

Address……

……

DRAFT

Signed as a deed by **Muzeyyen Erturk**
in the presence of:-

Witness:
Signature .....

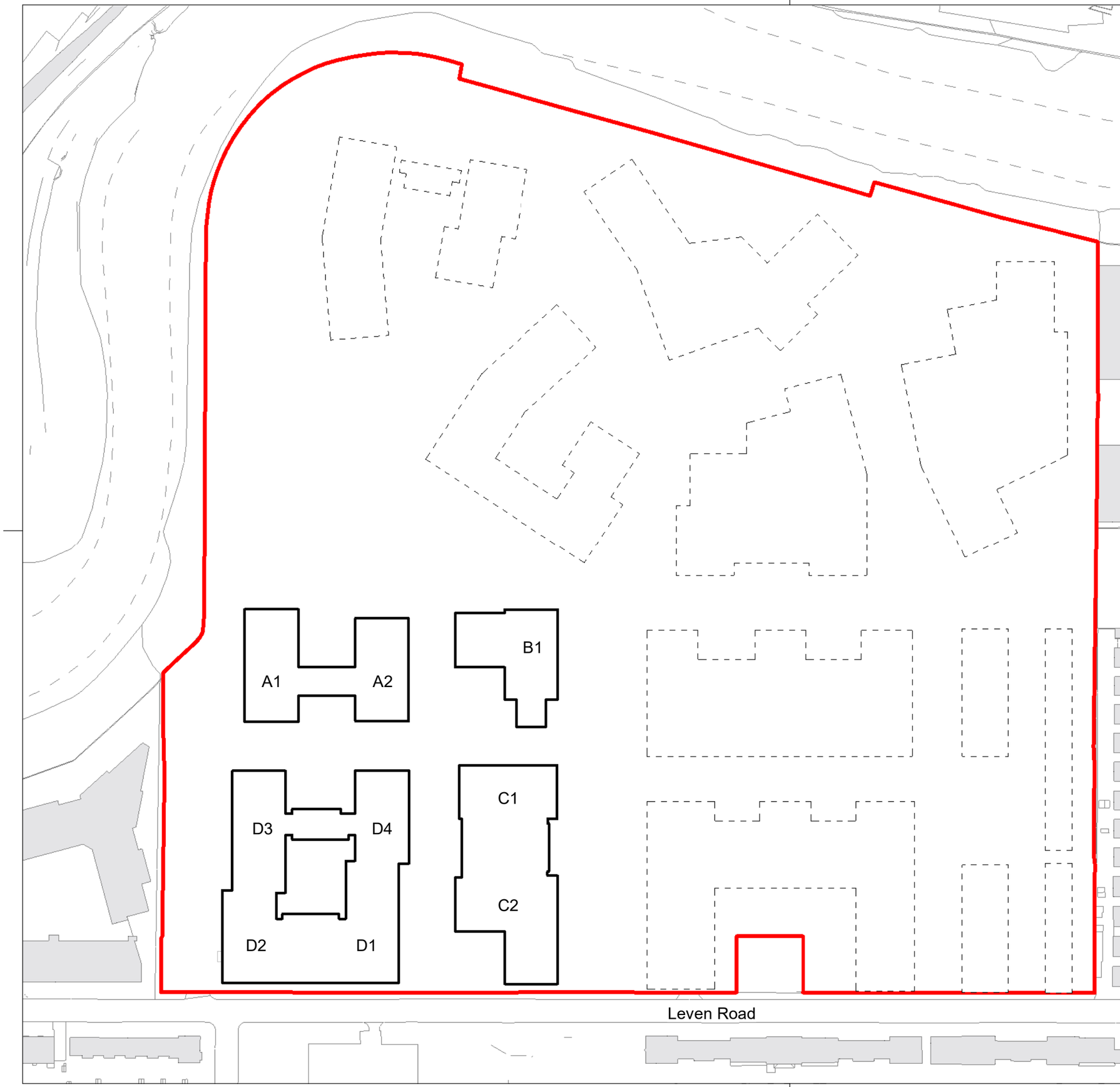
Name .....

Address .....

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Occupation .....

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Key

ESTATE BOUNDARY

Keyplan

W351-EPR-ZZ-ZZ-M3-A-0050-002.rvt

North

N

Notes:
1. Do not scale
2. Contractor to Check all dimensions and report omissions and errors to the Architect
3. EPR Architects accepts no liability for use of this drawing by parties other than the party for whom it was prepared or for purposes other than those for which it was prepared.
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Rev	Details	Date	Drawn	Chk'd
P01	Issued for Information	16.06.21	AK	JD

Client

St William
Designed for life

Consultant

EPR Architects
30 Millbank, London SW1P 4DU
+44(0)20 79327600
www.epr.co.uk

Poplar Riverside
Leven Road Gasworks

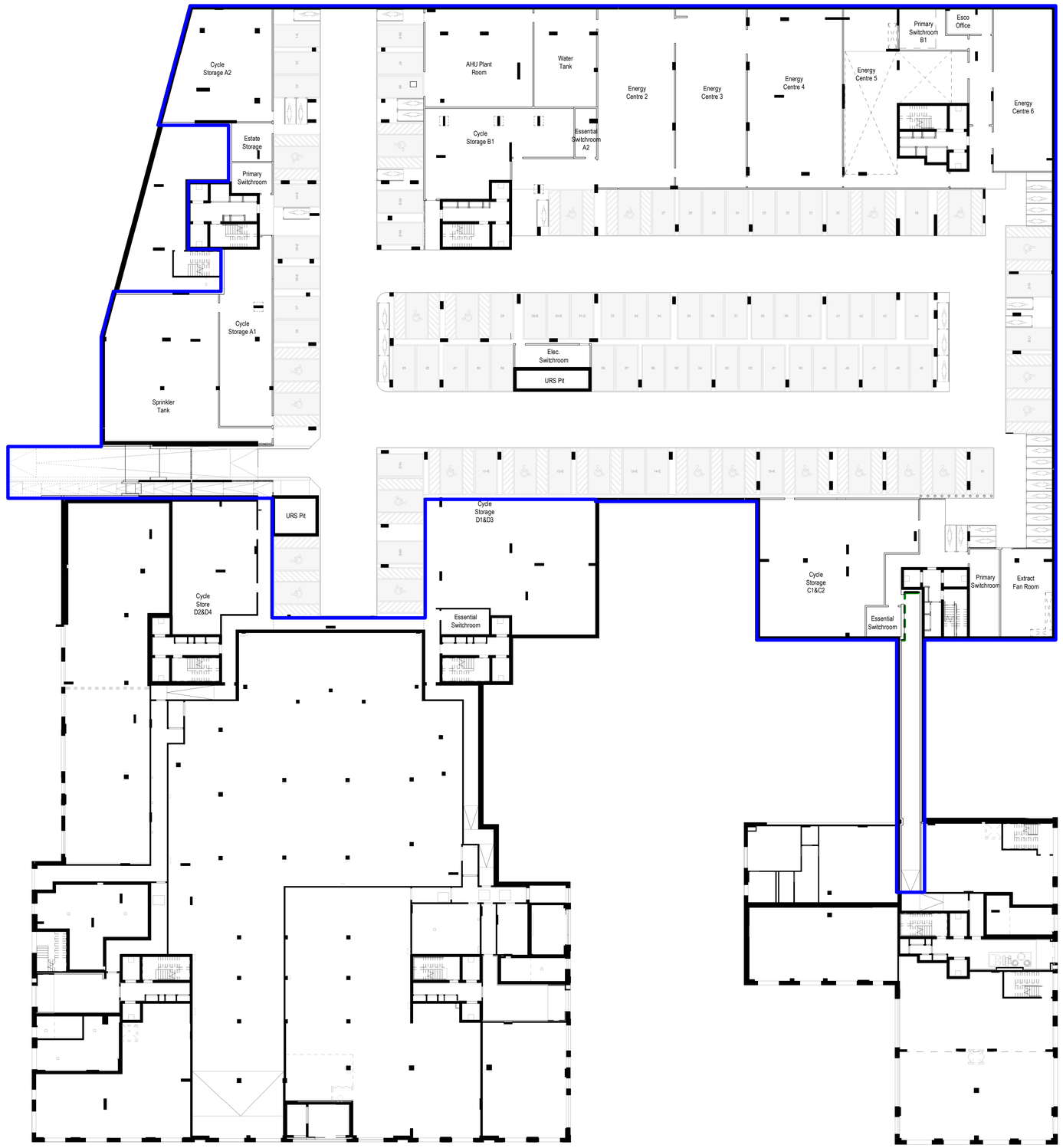
EPR Project No
10986

Drawing Title

Plan 1 - Site Plan

Scale @A3	Status	Revision
1:1250	For Information	**P01**

Project Code	Originator	Zone	Level	Type	Series	Number
W351	EPR	ZZ	XX	DR	9100	031



Keyplan

North

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Key

Basement Area

Rev	Details	Date	Drawn	Chk'd
P01	Issued for Information	19.07.22	AM	JD

Client

St William
Designed for life

Consultant

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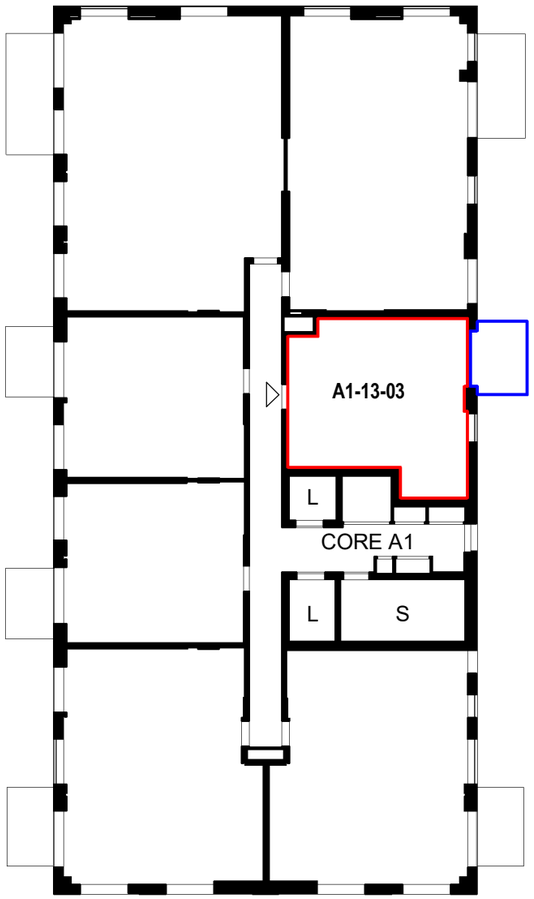
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Lease Plan 2

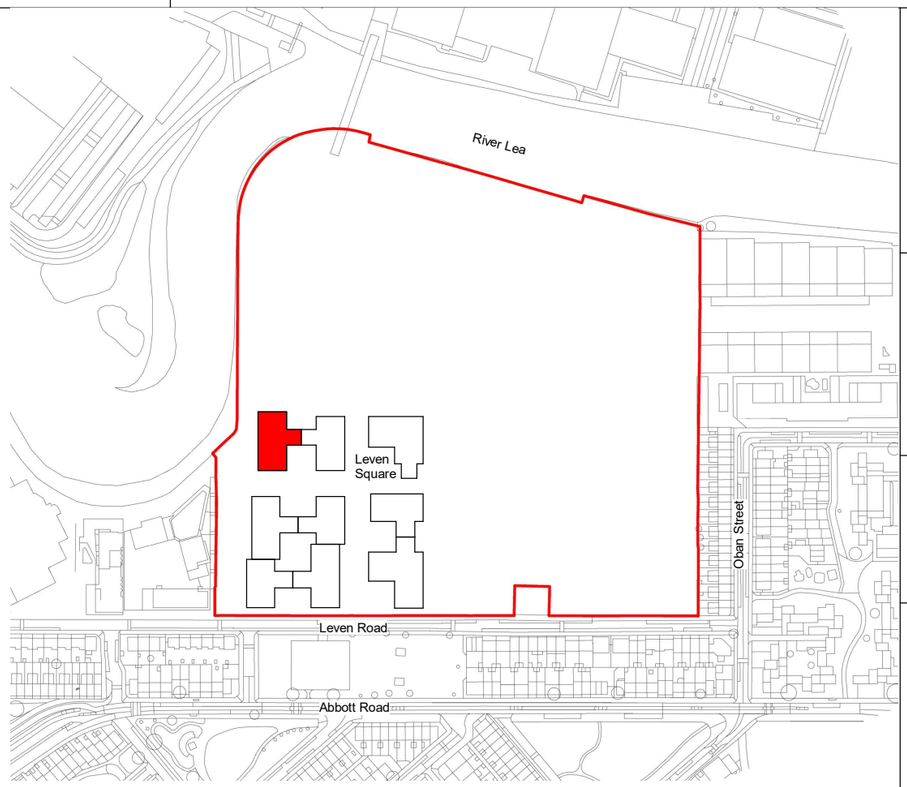
Scale @A1	Status	Revision
1 : 250	For Information	P01

Project Code	Originator	Zone	Level	Type	Series	Number
W351 - EPR - ZZ - LG - DR - 9100 - 015						

W:\351-EPR-ZZ-LG-DR-9100-015



1 Core A1 - 13th Floor - Apartment A1-13-03
1 : 250



Entrance
L Lift
S Stair

Demise Line
Balcony (right to use)

PLAN 3

Keyplan

0 2 4 6 8 10
SCALE 1:250 m

North

W351-EPR-BA-ZZ-M3-A-0050-002.rvt

Notes:
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Rev	Details	Date	Drawn	Chk'd
P01	Issued For Information	17.06.22	AK	JD

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Leven Road Gasworks

EPR Project No
10986

Drawing Title

Core A1 - 13th Floor - Apartment A1-13-03
Conveyance Plan

Scale @A3	Status	Revision
1 : 250	For Information	**P01**

Project Code	Originator	Zone	Level	Type	Series	Number
W351	EPR	BA	13	DR	9110	582