

H.M. LAND REGISTRY
Land Registration Acts 1925 to 1986

Administrative Area : *Gloucestershire/Stroud*

Title Number (freehold) : *GR118961*

Property : *Uplands House, Uplands Road,*
Stroud

PARTICULARS

Date of Lease :

1. *Lessor(s)* : *The Cohousing Company Limited of*
Frankleigh
House, Bradford on Avon, Wiltshire BA15
2PB

2. *Lessee(s)* :

3. *The Demised Premises:* *Plot No.1*
Garage/Car Port (if any)
Car parking space 6 (if any)

4. *The Estate* : *Uplands House, Uplands Road, Stroud*

5. *Premium* : *Plot No. 1*
Garage/Car Port

6. *Rents* : *A peppercorn if demanded*

7. *Term* : *999 years from 1 January 2001*

8. *Certificate of Value* :

9. *Lessees Contribution* : *a) Houses and Flats % of the costs*
incurred or to be
incurred by the Lessor under
paragraph 2(b) of the Sixth
Schedule Part I

b) Flats only % of the costs incurred or to be

incurred by the Lessor under paragraph 2(a) of the Sixth Schedule Part I

c) Garages only

T H I S L E A S E is made on the date stated in the Particulars between the Lessor specified in Paragraph 1 of the Particulars ("The Lessor") and the person or persons specified in paragraph 2 of the particulars ("The Lessee")

AND WITNESSETH:

1. *UNLESS the context requires otherwise the various expressions set out in the First Schedule shall have the meaning or bear the interpretation there set out*
2. *IN consideration of the Premium specified in Paragraph 5 of the Particulars paid by The Lessee to the Lessor (receipt of which is acknowledged by the Lessor) The Lessor with Full Title Guarantee DEMISES to The Lessee ALL THOSE The Demised Premises TOGETHER with The Included Rights but SUBJECT to The Excepted Rights TO HOLD the same unto The Lessee for the term of years specified in Paragraph 7 of the Particulars YIELDING AND PAYING yearly during the said term:*
 - a) by way of further and additional rent the Lessees Contribution*
 - b) by way of additional rent (but without prejudice to any right of action or remedy of the Lessor for the recovery of the same) interest on such rent and Lessees Contribution appropriate to the premises demised calculated on a day to day basis at four per cent above Barclays Bank PLC minimum lending rate for the time being in force from fourteen days after the date when such payment becomes due to the actual date of*

payment such interest to be payable by the Lessee to the Lessor on demand

3. *THE Lessee COVENANTS (i) with The Lessor to observe and perform the covenants obligations and regulations set out in Part I of the Fifth Schedule and in the Eighth Schedule and (ii) with the Lessor the Residents Association and with the Lessees of all the Demised Premises in The Estate to observe and perform the covenants obligations and regulations set out in Part II of the Fifth Schedule and in the Eighth Schedule or such other regulations reasonably imposed from time to time by the Lessor at the Lessor's sole discretion or by the Residents Association with the prior consent of the Lessor (such consent not to be unreasonably withheld or delayed)*
4. *THE Lessor COVENANTS with The Lessee so as to bind The Lessor and The Lessors successors in title the persons for the time being entitled to the reversion of The Demised Premises immediately expectant on this Lease but not so as to bind The Lessor after The Lessor shall have parted with such reversion or to incur further liability thereafter to observe and perform the covenants obligations and provisions set out in the Sixth Schedule*
5. *THE Lessor and The Lessee agree the provisions set out in the Seventh Schedule*
6. *PROVIDED ALWAYS and it is hereby agreed that if the rents hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenants on the part of The Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for The Lessor at any time thereafter to re-enter upon The Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any*

right of action or remedy of The Lessor in respect of any antecedent breach of any of The Lessee's covenants or the conditions herein contained

7. *IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration (other than rent) exceeds the sum specified in Paragraph 8 of the Particulars*

IN WITNESS whereof the parties hereto have duly sealed and executed this Lease on the date specified in the Particulars

FIRST SCHEDULE

Definitions and Interpretation

- (i) *"Lessor" and "Lessee" include their respective successors in title and if The Lessee or The Lessor is more than one person then the covenants and obligations shall be construed as joint and several*
- (ii) *Words importing the masculine gender shall where necessary be construed as importing the feminine and words importing the singular number shall where necessary be construed as importing the plural and vice versa*
- (iii) *"The Demised Premises" means the premises referred to in Paragraph 3 of the Particulars and more particularly described in the Second Schedule*
- (iv) *"The Estate" means the land and building shown on the plan of which The Demised Premises form part and which is specified in Paragraph 4 of the Particulars and reference thereto includes any building or buildings erected thereon*
- (v) *"The Included Rights" means the rights easements and privileges specified in The Third Schedule*

- (vi) *"The Excepted Rights" means the exceptions and reservations specified in the Fourth Schedule*
- (vii) *"Conduits" means and includes chimneys chimney stacks flues ventilating ducts cisterns tanks radiators water and gas and electricity supply pipes sewers drains tubes meters soil pipes waste water pipes central heating pipes and also wires or cables used for the conveyance of electrical current and all valves traps and switches appertaining thereto and includes (unless expressly excluded) any wires cables or apparatus belonging to any public utility supply authorities or any person or corporation supplying any television aerial rediffusion service internal telephone system or door porter system*
- (viii) *"The Common Parts" means all those parts of The Estate not exclusively enjoyed by lease licence or otherwise by one of the occupiers of The Estate and shall include the Estate Roads the pathways leading from the public highway to the main entrance of The Estate the common entrance halls and staircases and landings leading to and providing access to the Demised Premises and the Parking area hatched black on The Plan all party walls and structures pathways passageways hallways landings and staircases and all other parts of The Estate used in common with the lessees of The Other Premises*
- (ix) *The "Other Premises" are those demised premises and dwellings situate in the other parts of The Estate*
- (x) *"The Service Charge" means the sum or sums of money incurred by The Lessor during the Service year in complying with The Lessors obligations set out in Part I of the Sixth Schedule hereto together with such other sums as the Lessor deems reasonably necessary for future major expenditure on The Estate and shall include any reasonable*

fees and charges paid to Managing Agents or any other person or company appointed by The Lessor to assist in the management of The Estate and any fees paid to an accountant to produce service charge accounts and any interest or other charges incurred by The Lessor for borrowing the amount required by The Lessor to carry out the obligations referred to in Part I of the Sixth Schedule and fees paid to any other person in connection with the management of The Estate

- (xi) *"The Lessees Contribution" shall be the percentage of the Service Charge as referred to in Paragraph 9 of the Particulars payable by The Lessee*
- (xii) *"The Interim Charge" means such sum to be paid on account of the Lessees Contribution in respect of each Service year as the auditors of the Lessor or any managing agent of the Lessor shall specify at their discretion to be a fair and reasonable interim payment*
- (xiii) *"The Service year" means a period of twelve months calculated from the First day of January in each year*
- (xiv) *"Plan 1 and Plan 2" means the plans annexed to this Lease*
- (xv) *"The Communal House" means the house shown edged blue on Plan 1*
- (xvi) *"The Residents Association" means the association formed by the majority of the lessees of the estate from time to time*
- (xvii) *"The Principles of Co Housing" shall mean the principles as set out in the book "Cohousing" by Kathryn Macamant a copy of which book is available for inspection via the Lessor*

THE SECOND SCHEDULE

The Demised Premises

The Demised Premises specified in Paragraph 3 of the Particulars and shown edged red on the Plan hereto and a parking space or garage (if any) shown

edged green on The Plan ALL OF WHICH premises for the purposes of obligation as well as grant

INCLUDE:

- (i) All the floors and ceilings of The Demised Premises and one half of the joists and beams supporting the floors ceilings and the interior surfaces of the external walls and the internal walls which bound or form part of The Demised Premises*
- (ii) All Conduits (save those belonging to any public utility supply authorities or to any person or company supplying any television aerial rediffusion service internal telephone system or door porter system) which are laid in any part of The Estate and exclusively serve The Demised Premises*
- (iii) All fixtures and fittings in or about The Demised Premises (other than tenant's fixtures and fittings) and not hereinafter expressly excluded*
- (iv) The frames and glass of the windows and the doors and door frames*
- (v) Where The Demised Premises is situate on two or more floors the timber and joists between such floors and the internal staircase connecting such floors*

Houses Only

- (vi) All structural parts of the Demised Premises including the walls roof and foundations*

BUT EXCLUDE:

Flats Only

- (a) all Conduits common parts and Communal House used in common with the Lessees of The Other Premises in the Estate and the roof structure external parts and foundations of the blocks of garages*

- (b) *any part or parts of The Estate (other than any Conduits expressly included) lying below the floors or above the ceilings (other than one half of the beams and joists supporting the ceilings and floors)*
- (c) *the main structure and the roof and foundations and the structural walls and main beams of the building of which the Demised Premises forms part and Common Parts and the gutters and rain water pipes*

THE THIRD SCHEDULE

The Included Rights

1. *The right for The Lessee and all persons authorised by him in common with others enjoying the like right at all times for all purposes incidental to the occupation and enjoyment of The Demised Premises to use (a) the Common parts and roadways giving access to The Demised Premises and any parking space or garage demised and any of the common external paths or staircases leading to the main entrance of The Estate The Demised Premises and any dustbin area used in connection therewith PROVIDED ALWAYS that The Lessor shall have the right in the interests of good management temporarily to close or divert such parts of The Estate specified above provided that such closure or diversion shall not prevent The Lessee from having access to or egress from The Demised Premises at all reasonable times (b) any communal garden area for quiet recreational purposes only (c) the Parking space for the purposes of parking one private motor vehicle only in such a position or manner so as to cause no inconvenience nuisance or annoyance to The Lessor or The Lessor's tenants or any neighbouring adjoining or adjacent property or the occupiers or owners thereof (d) The Communal House for quiet recreational purposes only in accordance with any*

regulations set out in this Lease or imposed from time to time by the Lessor

2. *The right in common with all other persons entitled to the like right to the free and uninterrupted passage and running of gas electricity water and soil and all other services to and from The Demised Premises in through and along The Conduits now laid or which may at any time during the term be laid in or through The Estate or any part thereof and serve The Demised Premises*
3. *The right to enter any part of The Estate as may be reasonably necessary to enable The Lessee to comply with his obligations hereunder Provided Always that The Lessee shall (except in emergency) before exercising such right in respect of any part of The Estate other than The Common Parts give reasonable prior notice in writing to the occupier of such part of The Estate and to The Lessor specifying the purpose for which entry is required and The Lessee shall forthwith make good all damage to The Estate occasioned by such entry or any works consequent thereon.*
4. *The right to subjacent and lateral support and protection for The Demised Premises from the remainder of The Estate not hereby demised as enjoyed at the date hereof*
5. *The right in common with all other persons entitled to a like right to keep a dustbin in any dustbin area provided*
6. *The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by the Lessees of The Other Premises in The Estate with The Lessor similar to those contained in Part II of the Fifth Schedule and the regulations contained in the Eighth Schedule hereto*

THE FOURTH SCHEDULE

The Excepted Rights

1. *The easements rights and privileges over along through and in respect of The Demised Premises equivalent to those set out in Paragraphs 2 3 and 4 of the Third Schedule hereto*
2. *The right for the Lessor and the Lessors servants agents and workmen and The Lessee of the Other Premises at all reasonable times upon reasonable prior notice (except in emergency) to enter The Demised Premises for the purpose of carrying out any obligations herein mentioned or any obligations under any other lease of The Estate making good all damage to The Demised Premises occasioned by such entry or any works consequent thereon*
3. *The right for The Lessor and any person or persons authorised by any of them at any time or times to rebuild reconstruct modify or alter The Estate or any part thereof (except the Demised Premises) or any buildings adjoining or adjacent to the same or to erect a new building or buildings on any part of The Estate so adjoining or so adjacent to such height elevation extent or otherwise as The Lessor shall think fit and so that the access of light and air to the Demised Premises shall until interrupted be deemed to be enjoyed by virtue of these presents which shall be deemed to constitute consent or agreement in writing for that purpose within the meaning of Section 3 of the Prescription Act 1832 so that the enjoyment thereof shall not nor shall these presents prevent any such rebuilding alteration or erection as aforesaid And Provided that any such works of construction demolition or alteration are carried out with due regard to modern standards and methods of building and workmanship and provided all damage to The Demised Premises is made good The Lessee shall permit such works to continue without interference or objection*

THE FIFTH SCHEDULE

PART 1

LESSEE'S COVENANTS

- (1) *To pay the reserved rents at the time and in the manner aforesaid*
- (2) *To pay on demand or indemnify The Lessor against (a) The Lessees Contribution (b) any Value Added Tax at the appropriate rate payable by or arising from or in respect of any of The Lessors rights or obligations hereunder (c) a fair proportion of any water rate levied on the whole property unless such water rate is levied by the Water Authority on any demised premises in The Estate and (d) The Interim Charge*
- (3)
 - (a) *To pay all general and water rates and other outgoings of a recurring and non capital nature which are now or may during the term hereby granted be payable in respect of The Demised Premises*
 - (b) *To pay to The Lessor all costs charges and expenses (including legal costs and fees payable to a Surveyor) which may be incurred by The Lessor incidental to or in contemplation of the preparation and service of a Notice under Section 146 and 147 of The Law of Property Act 1925 or any re-enactment or modification thereof notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court*
- (4) *To comply with all local bye laws statutory requirements and other lawful requirements applicable to The Demised Premises and to keep The Lessor indemnified against all claims demands and liability arising thereon*
- (5) *On the determination of the said term to yield up to The Lessor The Demised Premises in good and substantial repair in accordance with the covenants by The Lessee herein contained*

- (6) *To permit The Lessor and The Lessors duly authorised Surveyors or Agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon The Demised Premises or any part thereof for the purposes of viewing and examining the state of repair thereof or of The Estate*
- (7) *In accordance with The Lessees covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of The Demised Premises of which notice in writing shall be given by The Lessor to The Lessee within two calendar months after the giving of such notice*
- (8) *If at any time during the said term The Lessee shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of The Demised Premises then to permit The Lessor at all reasonable times during the said term with or without workmen and others to enter upon The Demised Premises and repair decorate maintain or reinstate the same at the expense of The Lessee (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinbefore contained) and to repay to The Lessor on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors Counsels and Surveyors costs and fees reasonably incurred by The Lessor in respect thereof) such costs to be recoverable by The Lessor as if the same were rent in arrears*
- (9) *To permit The Lessor and The Lessors Surveyors or agents with or without workmen and others at all reasonable times upon reasonable prior notice in writing (and in case of emergency without notice) to enter into and upon The Demised Premises or any part thereof for the purpose of repairing maintaining and renewing any part of The Estate*

and for the purpose of replacing repairing maintaining testing disconnecting stopping up renewing rebuilding cleansing lighting and keeping in good order and condition all Conduits gutters party structures and other conveniences belonging to or serving or used for The Estate (without prejudice however to the obligations of The Lessee hereunder with regard thereto) PROVIDED THAT The Lessor shall make good all damage to The Demised Premises and to the fixtures Conduits appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to

- (10) *In the event of The Demised Premises or any part of The Estate being damaged or destroyed by fire or other causes at any time during the term hereby granted and the insurance money under any insurance against fire or other risks effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of The Lessee then and in every such case The Lessee will forthwith pay to The Lessor the whole or a fair proportion of the cost of rebuilding the same and any dispute arising out of this provision shall be referred to arbitration in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force*
- (11) *Not at any time without licence in writing of The Lessor first obtained nor except (if such licence shall be granted) in accordance with plans and specifications previously approved by The Lessor and to The Lessors reasonable satisfaction and in compliance with all relevant Local Authority regulations and requirements to make any structural alteration or addition whatsoever in or to The Demised Premises either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or*

architectural appearance thereof nor to cut or remove the main walls or timbers of The Demised Premises unless for the purpose of repairing and making good any defect therein nor to do nor suffer in or upon The Demised Premises any wilful or voluntary waste or spoil

- (12) *Not (except with the written consent of The Lessor such consent not to be unreasonably withheld and under The Lessors supervision and to The Lessors satisfaction) to erect upon or affix to The Demised Premises or any part thereof any machinery or mechanical or scientific apparatus or any television or radio receiving aerials other than the usual domestic kitchen equipment and internal radio and television aerials*
- (13) *Not to hold on any part of The Demised Premises any sale by auction nor to use the same or any part thereof nor allow the same to be used for any illegal or immoral purposes but only to use the same as a self-contained residential premises with appurtenances in one family occupation only*
- (14) *Not without The Lessor's consent to exhibit on the outside or in the windows of The Demised Premises any name-plate placard or announcement of any description*
- (15) *Without prejudice to the other covenants in this Lease contained not to do or permit to be done any act matter or thing on or in respect of The Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing the same and to keep The Lessor indemnified against all claims demands and liabilities in respect thereof*
- (16) *Within seven days of the receipt of notice of the same to give full particulars to The Lessor of any permission notice order or proposal for a notice or order relating to The Demised Premises or The Estate made given or issued to The Lessee by any Government Department*

local or public authority under or by virtue of any statutory powers or otherwise and if so required by The Lessor to produce such permission notice order or proposal for a notice or order to The Lessor AND ALSO without delay to take all reasonable or necessary steps to comply with any such notice or order at The Lessee's own expense insofar as the same relates to The Demised Premises

(17) *To give notice of any transfer assignment subletting parting with possession charge or other devolution of the term hereby created within twenty one days of such devolution together with a certified copy of every instrument or such devolution to The Lessor or The Lessor's Solicitors paying a registration fee therefor of Thirty Pounds (£30) plus any Value Added Tax payable thereon at the rate for the time being in force or such greater sum which The Lessor or The Lessor's Solicitors shall reasonably charge for such registration*

(18) (a) *Prior to underletting or sharing possession of The Demised Premises or any part thereof The Lessee must give one weeks notice to The Lessor by sending to it a copy of the proposed letting agreement and such agreement must contain a requirement by the tenant or occupier to become a member of the Residents Association and a covenant by the tenant or occupier to abide by the rules and decisions of the Residents Association and the Principles of Co Housing*

(b) *Not to transfer The Demised Premises without The Lessor's prior consent in writing such consent not to be unreasonably withheld save that the following conditions apply:-*

i. It shall be a condition of the consent that the share or shares held by The Lessees in the Lessor or The Lessor's successors in title shall on completion of the assignment or transfer be transferred to the assignee or transferee for a consideration of one pound (£1) and a requirement

by the assignee or transferee to become a member of the Residents Association on completion

- ii. At least four weeks prior to any sale or transfer (the Offer Period) The Lessee must post by recorded delivery addressed to the Company Secretary of the Lessor at its registered office an offer in writing to sell the Demised Premises to The Lessor or any nominee of The Lessor at the price the Lessee reasonably expects to achieve in the open market (The Price) If the offer is not unconditionally accepted during the Offer Period or if the Lessor shall fail to complete the purchase within 28 days of the expiry of the Offer Period the Lessee can sell or transfer to any other interested party but for a price not less than the Price unless a further notice is served pursuant to this sub clause at the New Price provided always that the above mentioned sub clause shall not apply to a sale by a mortgagee in possession*
 - iii. On completion of the transfer The Lessee shall procure from the transferee and deliver to The Lessor a Deed of Covenant in the form set out in the ninth schedule hereto*
 - iv. Save where the sale is by a mortgagee in possession on completion of a transfer of the Demised Premises the transferee shall pay to the Lessor the sum of 0.5% (point five percent) of the price calculated in accordance with sub clause (ii) as a contribution towards the Lessor's management expenses*
- (c) To procure that any underletting of The Demised Premises contains restrictions similar to those set out in the*

Eighth Schedule and does not contain terms inconsistent with the terms of this Lease

(d) The Lessor and Lessee require the following restriction to be placed on the title:-

"No dealing in respect of this title shall be registered by the Land Registry without a certificate signed by the secretary for the time being of The Lessor confirming that the requirements of Clause 18 (b) of the Fifth Schedule Part I have been complied with"

(19) To pay The Lessors proper legal and Surveyors costs incurred in connection with applications for any consent under the terms of this Lease whether or not such consent is granted

(20) To observe and perform by way of indemnity only the restrictive covenants set out or referred to in the Charges Register of the Title above referred to so far as they relate to The Demised Premises (if any)

(21) The Lessee shall (a) take responsibility for the behaviour and well being of all the Lessee's guests and invitees and (b) comply with the Principles of Co Housing.

(22) On completion of this Lease to become a member of the Residents Association and to remain a member of the Residents Association during any period which the Lease is vested in the Lessee.

THE FIFTH SCHEDULE

PART II

Lessee's Further Covenants

(1)(a) *To keep The Demised Premises and additions thereto and in particular internal walls and the interior faces of the external walls which bound The Demised Premises landlord's fixtures and fittings and sanitary water and central heating and gas and electrical apparatus installed in or affixed to The Demised Premises and the Conduits situate in or running through The Demised Premises and any party wall within The Demised Premises other than those walls which form part of the main structure in good and substantial repair and condition*

(b) **Houses Only**

To maintain repair and renew the structure walls roof and foundations of the Demised Premises and to repaint the exterior parts usually painted in every third year of the term in a colour and style reasonably approved by the Lessor

(2) *In every seventh year of the said term and in the last year of the said term howsoever determined to paint paper or decorate as appropriate in a proper and workmanlike manner all the interior parts of The Demised Premises as should be so painted papered or decorated*

(3) *Not to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of The Demised Premises or The Estate being destroyed or damaged by fire shall be increased or which may require an additional premium for insuring the same or which may make void or voidable any policy for such insurance and to give notice to The Lessor of any act thing or matter done or brought on to The Demised Premises which may lead to an increase in the premiums for insuring the same and to pay any increase in the*

insurance premium attributable to The Demised Premises or The Estate by reason thereof

- (4) Not to do or permit to be done upon or in connection with The Demised Premises anything which shall be or tend to be a nuisance annoyance disturbance or cause of damage to The Lessor or The Lessors tenants or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof*
- (5) To observe the restrictions and regulations specified in the Eighth Schedule hereto and/or such other reasonable restrictions or regulations consistent with the terms of this Lease of which The Lessor or the Residents Association shall give notice in writing to the Lessee*
- (6) To permit The Lessor and the Lessee or Lessees owner or owners of The Other Premises and their respective agents or workmen at any time or times during the said term at reasonable hours in the daytime upon being given at least forty eight hours prior notice (except in the case of emergency) to enter upon The Demised Premises for the purpose of cleansing and for executing repairs or alterations of or upon The Other Premises forthwith making good to the Lessees all damage to The Demised Premises thereby occasioned but without making any compensation for any temporary damage or inconvenience*
- (7) To permit The Lessor and The Lessee or Lessees owner or owners for the time being of The Other Premises or any person or persons authorised by them respectively at reasonable hours in the daytime upon being given at least forty eight hours prior notice (except in the case of emergency) to enter upon The Demised Premises for the purpose of constructing laying down or altering repairing cleansing emptying or maintaining any Conduit in connection with or for the accommodation of The Other Premises doing as little damage as may be to The Demised Premises and restoring the surface of the soil and*

everything erected thereon and forthwith making good at their own expense any damage caused to The Demised Premises in a good and workmanlike manner but without making any compensation for any temporary damage or inconvenience

THE SIXTH SCHEDULE

Lessor's Covenants

PART I

- (1) *Subject to the payment by The Lessee of the rents and service charge mentioned The Lessor will keep The Estate including The Demised Premises insured to its full reinstatement value against loss or damage by fire aircraft explosion and subsidence and other usual comprehensive risks including Architects and Surveyors fees and to produce a copy of the said Policy and the receipt for the current premium to The Lessee when reasonably requested by The Lessee and to procure a note of The Lessees interest and that of any mortgagees of The Lessee to be endorsed thereon and to cause all monies received in respect of any such insurance as aforesaid to be paid out with all convenient speed in rebuilding repairing or otherwise reinstating The Estate or the part thereof so destroyed or damaged but without prejudice to The Lessees liability to pay or contribute towards the cost of such rebuilding repairing or reinstatement as hereinbefore provided PROVIDED THAT The Lessor shall be under no liability to The Lessee under this clause to make good to The Lessee any deficiency of such insurance monies by reason of the premium for the insurance of The Estate having been increased on account of any thing or matter done or brought thereon of which notice should have but has not been given to The Lessor by The Lessee in accordance with Clause 3 of Part II of the Fifth Schedule*

(2) *Subject to the payment by The Lessee of The Lessees Contribution the Interim Service Charge and the Rent at the time or in the manner specified in this Lease and unless prevented from so doing by reason of any trade dispute or matter beyond The Lessors control to use The Lessors best endeavours to :*

Flats only

(a) *maintain and keep in good and substantial repair and condition:-*

(i) *The main structural parts of The building of which the Demised Premises form part including the foundations and roof and structural walls and floor structures thereof and any staircase thereto with its gutters and rain water pipes*

(ii) *To wash stop and paint with two coats of first quality proprietary paint the whole of the exterior wood iron or other works of The Estate heretofore as are usually grained and varnished when The Lessor considers it necessary*

(iii) *To keep clean and reasonably lighted the common entrance hall and passageway and landing and staircase in the building of which the Demised Premises forms part*

Houses and Flats

(b) *To maintain and keep in good and substantial repair and*

condition (and to pay all outgoings where necessary) :-

(i) *all such Conduits in The Estate not exclusively serving The Demised Premises*

- (ii) *The Common Parts other than those parts of The Estate and any party walls to be maintained exclusively by The Lessee*
- (iii) *The Communal House*
- (iv) *All Estate roads and pathways and to keep the same clean and reasonably lighted*

Garages Only

(c) *To maintain repair and decorate the exterior of the garages including the roof structural walls and foundations*

(3) *For the purpose of performing the covenants on the part of The Lessor herein contained and for managing The Estate at The Lessors discretion to employ on such terms and conditions as The Lessor shall think fit one or more Agent Maintenance Firm or such other persons as The Lessor may from time to time in The Lessors absolute discretion consider necessary*

(4) *Within two months from the end of each Service year The Lessor will serve upon The Lessee audited accounts of the Service Charge and shall at The Lessees expense allow The Lessee to inspect all books and receipts relating thereto within twenty-eight days from the date of service*

PART II

(1) *That The Lessee paying the rent and performing and observing The Lessee's covenants hereinbefore contained and on his part to be performed and observed shall and may peaceably hold and enjoy The Demised Premises during the term hereby granted without any lawful interruption or disturbance by The Lessor or any person lawfully claiming through under or in trust for The Lessor*

- (2) *Every lease or tenancy agreement of The Other Premises in The Estate hereafter granted by The Lessor upon a long lease at a low rent and reserving a premium shall contain regulations to be observed by the lessee thereof in similar terms to those contained in the Eighth Schedule hereof and also covenants of a similar nature to those contained in the Fifth Schedule hereof and pending the granting of such lease or tenancy agreement The Lessor will assume accept and comply with obligations similar to those contained in Part II of the Fifth Schedule provided that The Lessor's personal liability hereunder shall cease upon execution and completion of such lease or tenancy agreement containing covenants similar (mutatis mutandis) as those contained in Part II of the Fifth Schedule hereto*
- (3) *To pay or to procure the payment of the insurance premium in respect of The Other Premises remaining unsold at the date hereof or which are let by The Lessor at a rack rent*
- (4) *Without prejudice to its right to proceed in such matters on The Lessors own initiative or otherwise The Lessor will in any event enforce all or any of the covenants conditions and regulations contained in leases which may from time to time be granted of other parts of The Estate upon*
- (a) *receipt by The Lessor of a request in writing by The Lessee specifying which covenant condition or regulation The Lessee requires enforcing and*
 - (b) *receipt of confirmation in writing by The Lessee that The Lessee will indemnify The Lessor against all costs and expenses incurred by The Lessor in and about the same and*
 - (c) *receipt by The Lessor from The Lessee (if requested by The Lessor) of reasonable security in respect of such costs and expenses as aforesaid*

THE SEVENTH SCHEDULE

Provisions agreed between Lessor and Lessee

- (1) *That in the event of The Demised Premises being destroyed or so damaged by any risk against which The Lessor has insured the same as hereinbefore mentioned so as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by The Lessor shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of The Lessee his family servants or agents then the rent hereby reserved or a fair proportion thereof shall forthwith cease to be payable until The Demised Premises shall have been restored and reinstated and again rendered fit for occupation AND in case any dispute shall arise regarding this clause the matter shall be referred to an independent surveyor to be agreed between the parties or in default of agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors as a single arbitrator in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force*
- (2) *The Lessor shall not be liable or responsible for any damage suffered by The Lessee or any servant agent or workman of The Lessee or any member of The Lessees family or any guest of his through any defect in any fixture Conduit staircase lift machinery or thing in or upon The Estate or any part thereof (including The Demised Premises) or through the neglect fault or misconduct of any servant or agent employed by The Lessor in connection with The Estate*
- (3) *In case of dispute between The Lessee and any lessee tenant or occupier of any part of The Estate not hereby demised or between The*

Lessee and any owner or occupier of any adjoining or neighbouring property relating to any part of The Estate or such adjoining property such dispute shall be referred (if The Lessor so requires) to the committee formed by The Lessor for this purpose for the time being and the decision of such committee acting reasonably (as between the Lessee and any other lessee tenant or occupier of any part of The Estate) shall be final and binding

(4) For the avoidance of doubt it is agreed between the parties that the Lessors obligations are suspended during any period where the Rent the Service Charge or the Interim Service Charge have not been paid in accordance with the terms of this Lease

(5) The Lessor may at any time or times during the term hereby granted in the interest of good estate management impose such reasonable regulations of general application regarding The Estate or the demised premises therein as The Lessor may in The Lessors absolute discretion think fit in addition to or in place of the regulations set out in the Eighth Schedule hereto (but so that any such regulations shall not conflict with this Lease or with the freehold covenants or any other covenants rules and regulations for the time being in force relating thereto) and The Lessor shall have power in The Lessors absolute discretion to revoke amend or add to such regulations and the regulations set out in the Eighth Schedule or any additions thereto or substitutions therefor

(6) (a) Any notice in writing certificate or other documents required or authorised to be given or served hereunder shall be sufficient although only addressed to The Lessee without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be

sufficiently given or served if it is left at the last known place of abode or business of The Lessee or other person to or upon whom it is to be given or served or is affixed or left on The Demised Premises

(b) Any such notice in writing certificate or other documents as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered

THE EIGHTH SCHEDULE

Regulations

- 1. Not to throw dirt rubbish rags or any belongings or other items or other substances or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in The Demised Premises (except through a proper waste disposal unit) or out of the windows thereof but to place the same in the dustbins for that purpose provided*
- 2. The Lessee shall not make or permit any unreasonable noise in the Demised Premises and in particular no piano record player radio loudspeaker television or other mechanical or musical instrument of any kind shall be played or used nor shall any singing be practised in The Demised Premises so as to cause annoyance to the owners lessees and occupiers of The Other Premises comprised in The Estate or so as to be unduly audible outside The Demised Premises*
- 3. No articles shall be hung or exposed outside The Demised Premises or shall be shaken out of the windows of The Demised Premises and no*

animal pet dog or bird shall be kept on The Demised Premises without the written permission of The Lessor

4. *The Lessee shall not on any account leave any boxes parcels any belongings or other articles or refuse or rubbish in the common parts the Communal House Estate roads and passage or anywhere in or about The Estate without the Lessor's written permission except in the area designated as a dustbin store recycling centre cycle store or other store for specific items*
5. *The Lessee shall not keep or place or permit or suffer to be kept or placed any bicycle perambulator or other articles of any description or any obstruction in the Common Parts nor have or deposit any combustible explosive or offensive goods in The Demised Premises or upon any part of The Estate nor do or permit to be done any act or thing whatsoever in or about The Demised Premises or The Estate that may be or become dangerous or a nuisance or cause scandal or annoyance to The Lessor or any of the other lessees or occupiers of The Estate or neighbourhood*
6. *In the event of any damage caused to any demised premises or part of The Estate other than The Demised Premises by reason of leakage of water due to The Lessees negligence or neglect or other act of default of The Lessee The Lessee shall pay to The Lessor the costs of any necessary repairs or reinstatement as assessed by the Lessors Surveyor.*
7. *The Lessee shall have all electrical apparatus in The Demised Premises fitted with an effective suppressor to obviate interference from any such apparatus to radio or television sets*
8. *No barbecues or bonfires may be held or lit on any part of the estate without the permission of The Lessor*

perform the covenants conditions and agreements on the part of the lessee therein contained throughout the remaining term of the Lease (b) not to assign the Lease without first obtaining a deed of covenant from the assignee in a form similar to this deed (c) to comply with the Principles of Co Housing details of which are set out in the Lease

IN WITNESS whereof the Lessee has executed this Deed the day and year first before written

THE SCHEDULE above referred to

(the Property)

(the Lease)

SIGNED and DELIVERED as a DEED)
by the said Lessee)
in the presence of:-)

SIGNED and DELIVERED as a DEED
by the said THE COHOUSING COMPANY LIMITED
in the presence of:-

Signature of Witness
Name of Witness
Address

Occupation

DATED

2002

- to -

L E A S E

--- relating to ---

***Comptons Solicitors
90 - 92 Parkway
London
NW1 7AN***